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

BOARD OF TRUSTEES
Regular Meeting

June 29, 2011

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 PERFORMANCE EVALUATION** **EXHIBIT 3 A**
   Superintendent
   (Pursuant to Government Code §54957)

   B. **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** **EXHIBIT 3 B**
   (Pursuant to Government Code §54957)

   C. **CONFERENCE WITH LABOR NEGOTIATORS**
   Dr. Joseph M. Farley/Jodee Brentlinger/Ron Lebs
   Employee Organization:
   1) Capistrano Unified Education Association (CUEA)
   2) Capistrano School Employees Association (CSEA)
   3) Unrepresented Employees (CUMA)
   4) Teamsters
   (Pursuant to Government Code §54957.6)

OPEN SESSION AT 7:00 P.M.

1. **PLEDGE OF ALLEGIANCE**

2. **ADOPTION OF THE AGENDA – ROLL CALL**

3. **REPORT ON CLOSED SESSION ACTION**

4. **BOARD AND SUPERINTENDENT COMMENTS**

5. **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.

RECORDING OF SCHOOL BOARD MEETINGS
In accordance with Board Policy 9324, Board Minutes, all Regular School Board Meetings will be audio recorded.

PUBLIC HEARINGS

6. RESOLUTION NO. 1011-65: ADOPTING THE 2011-2012 USE OF CATEGORICAL FLEXIBILITY FUNDS: DISCUSSION/ ACTION Vote _____ Page 1 **EXHIBIT 1**

This agenda item recommends approval of Resolution No, 1011-65, which will authorize the use of flexibility provisions on categorical programs for the 2011-2012 fiscal year. The Education Finance Trailer Bill (SBX3 4) gives local education agencies the ability to use restricted funds received from the state, which are designated for programs in the established Categorical Program Tier III, for any educational purpose. Utilization of the categorical flexibility as authorized by the state as part of SBX3 4 would result in transferring approximately $10.6 million from restricted funds to the unrestricted general fund.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

Staff Recommendations

Following the public hearing on this item, it is recommended the Board of Trustees adopt Resolution No.1011-65, to authorize the 2011-2012 use of categorical flexibility transfers per SBX3 4.

Motion by _____ Seconded by _____

ROLL CALL:

Trustee Addonizio_____ Trustee Hatton_____

Trustee Alpay _____ Trustee Palazzo _____

Trustee Bryson _____ Trustee Pritchard_____

Trustee Brick_____

7. 2011-2012 BUDGET PUBLIC HEARING AND ADOPTION: DISCUSSION/ ACTION Vote _____

This agenda item recommends approval and adoption of the 2011-2012 District budget. The District is required by law to adopt a budget for the 2011-2012 fiscal year no later than June 30, 2011, for enactment on July 1, 2011. The budget for 2011-2012 is based upon revenue assumptions that have been outlined within the Governor's May Revise, as well as District-specific assumptions for revenue and expenditures.

As required by law, the Board is required to conduct a public hearing on the final budget. This agenda item also includes the following components, which will be provided under separate cover to the Board along with more specific budget information and made available to the public via the District website, on or before Friday, June 24, 2011:

- Summary Budgets for the District's Funds
- State Criteria and Standards
- School District Certification of the State Criteria and Standards and the Workers' Compensation Certification
- Guidelines and Assumptions Used in the Preparation of the 2011-2012 Budget

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

Staff Recommendation:

Following a public hearing, it is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business & Support Services, who will introduce this item and answer any questions Trustees may have.

Upon the conclusion of the public hearing and presentation, it is recommended the Board adopt the 2011-2012 Budget and approve the Criteria & Standards for the 2011-2012 fiscal year.

Motion by _____ Seconded by _____

DISCUSSION/ACTION ITEMS

8. REPORT ON THE CONCLUSION OF THE 2010-2011 SCHOOL YEAR: INFORMATION/ DISCUSSION

The conclusion of the school year, and the completion of Superintendent Joseph M. Farley's first year in the District, provides an opportunity to discuss some of the highlights of the past twelve months. Dr. Farley will present information at the meeting concerning District initiatives and accomplishments from the 2010-2011 school year. The initiatives and accomplishments are attributed to all District staff members and the parents and community members that support them.

Contact: Joseph M. Farley, Superintendent

Staff Recommendation;

It is recommended the Board recognize Dr. Joseph M. Farley, who will present this item and answer any questions Trustees may have.

9. RESOLUTION NO. 1011-64: AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2011-2012 AND ISSUANCE AND SALE OF A 2011-2012 TAX AND REVENUE ANTICIPATION NOTE AND PARTICIPATION IN THE SOUTH COAST LOCAL EDUCATION AGENCIES POOLED TAX AND REVENUE ANTICIPATION NOTE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID NOTE: DISCUSSION/ ACTION Vote _____ Page 3 **EXHIBIT 2**

This agenda item recommends approval of Resolution No. 1011-64 to issue an amount not to exceed $85 million in a Tax and Revenue Anticipation Note (TRAN) for the 2011-2012 fiscal year, and to participate in the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program. This resolution authorizes the issuance of the notes to be pooled with other Orange County school district notes to be named the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program. With the issuance of a TRAN, the District will be able to meet its payrolls and vendor payments during the fiscal year.

At this time, the total financial implications of the issuance of a TRAN for the 2011-2012 fiscal year are not quantifiable, and will be fully known closer to the date of issuance. Costs associated with the issuance of the TRAN will be offset to the highest extent possible with any interest earnings realized on TRAN principal amount.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

Staff Recommendation:

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business & Support Services, who will introduce this item and answer any questions Trustees may have.

Following discussion, it is recommended Trustees approve Resolution No. 1011-64, authorizing the borrowing of funds for fiscal year 2011-2012 and the issuance and sale of a 2011-2012 TRAN and participation in the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program.

Motion by _____ Seconded by _____

ROLL CALL:

Trustee Addonizio_____ Trustee Hatton_____

Trustee Alpay _____ Trustee Palazzo _____

Trustee Bryson _____ Trustee Pritchard_____

Trustee Brick_____

10. ELECTION OF A DISTRICT REPRESENTATIVE TO THE CAPISTRANO-LAGUNA BEACH REGIONAL OCCUPATION PROGRAM BOARD: DISCUSSION/ ACTION Vote _____

Due to the June 14, 2011, resignation of Trustee Lynn Hatton as one of the two District representatives to the Capistrano-Laguna Beach Regional Occupation Program board, Trustees need to elect another Board member to serve the remainder of her term, which expires in December.

Contact: Joseph M. Farley, Superintendent

Staff Recommendation:

It is recommended the Board President introduce this item and accept nominations.

Following discussion, it is recommended the Board of Trustees elect a representative to serve on the Capistrano-Laguna Beach ROP board.

Motion by _____ Seconded by _____

11. SECOND READING – REVISIONS TO BOARD BYLAW 9320: DISCUSSION/ ACTION Vote _____ Page 39 **EXHIBIT 3**

At the March 23, 2011, special Board meeting Trustees approved changing the week night Board meetings are conducted and adding a second regular meeting per month. The proposed revisions to Board Bylaw 9320, *Meetings*, reflect the change in days that meetings are held and the addition of one meeting per month. Changes are underlined; deletions are struck through.

Contact: Joseph M. Farley, Superintendent

Staff Recommendation:

It is recommended the Board President recognize Joseph Farley, Superintendent, who will present the revisions to Board Bylaw 9320, *Meetings*.

Following discussion, it is recommended the Board of Trustees approve the revision to Board Bylaw 9320, *Meetings*.

Motion by _____ Seconded by _____

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

12. SCHOOL BOARD MINUTES: Page 43 **EXHIBIT 4**

Minutes of the June 8, 2011, special Board meeting.

Contact: Jane Boos, Manager, Board Office Operations

CURRICULUM & INSTRUCTION

13. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL TEXTBOOK - IB MATH HL (CORE):

Adoption of *Mathematics HL Core IB,* second edition, published by Haese and Harris, 2008. This textbook will be utilized for the International Baccalaureate (IB) course entitled IB Math HL, grades 11 and 12. The proposed textbook has been reviewed and approved by the Instructional Materials Review Committee and a copy is on display in the Board room. The book will be purchased using site funds. It is recommended the Board adopt the proposed instructional material for a seven-year period.

Contact: Julie Hatchel, Assistant Superintendent, Education Services

BUSINESS & SUPPORT SERVICES

14. PURCHASE ORDERS, COMMERCIAL WARRANTS, AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS: Page 45 **EXHIBIT 5**

Approval of the purchase orders (Exhibit 5, Attachment 1) and commercial warrants (Exhibit 5, Attachment 2). The purchase orders and commercial warrants included in this item have previously been authorized as part of the District's budget approval process. The purchase orders total $1,338,542.68; the commercial warrants total $3,173,916.95. Attachment 3 of Exhibit 5 is a list of previously Board-approved bids and contracts to assist in the review of the purchase order and commercial warrant listings.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

15. DONATIONS OF FUNDS AND EQUIPMENT: Page 77 **EXHIBIT 6**

A number of gifts have been donated to the District, including $349,854.66 in cash. These funds will be deposited in the appropriate school accounts. Items other than cash gifts have no financial impact on the budget. The District does not guarantee maintenance of those items or the expenditure of any District funds for their continued use. A list of the donations appears in Exhibit 6.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

16. CONSULTANT AGREEMENT – SPECIAL EDUCATION CONSULTANT, KAREN MILLER: Page 81 **EXHIBIT 7**

Approval of an independent contractor agreement with Karen Miller to provide consultant services related to the District's special education program. Karen Miller will provide consulting services in the following areas: Special Education Self-Review, County Mental Health, Special Education Procedural Handbook, Staff Assignments, 2011-2012 Budget, and Special Education Services at Charter Schools. The services will be provided at the lump sum rate of $20,000, for the 2011-2012 school year, funded by Special Education.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

17. CONSULTANT AGREEMENT – SPECIAL EDUCATION CONSULTANT, SUSAN MELLY: Page 89 **EXHIBIT 8**

Approval of an independent contractor agreement with Susan Melly to provide consultant services related to the District's special education program. Susan Melly will provide consulting services in the following areas: Special Education Self-Review, County Mental Health, Special Education Procedural Handbook, Staff Assignments, 2011-2012 Budget, and Special Education Services at Charter Schools. The services will be provided at the lump sum rate of $20,000, for the 2011-2012 school year, funded by Special Education.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

18. RENEWAL OF AGREEMENT FOR OPERATION OF EXTENDED DAY CHILD-CARE PROGRAMS WITH YMCA OF ORANGE COUNTY: Page 97 **EXHIBIT 9**

Approval of a five-year agreement between the District and the YMCA of Orange County to continue to provide for the operation of Extended Day Childcare Services at District elementary and middle school campuses. This agreement would be established pursuant to Education Code §8485 and §8486 and Government Code §53060. The renewal agreement has been reviewed and approved by the District's legal counsel, and the terms of the proposed agreement are similar to the current and past agreements. Under this agreement, the YMCA would pay the District a monthly operating and use fee for each relocatable building owned by the YMCA, as well as a higher fee if the YMCA uses a District-owned classroom or relocatable building. In addition, the YMCA pays the District a small percentage of annual gross revenues for programs operated at District facilities. The term of the renewal agreement is July 1, 2011, through June 30, 2016. A copy of the renewal agreement (Exhibit 9) is provided.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

19. RENEWAL OF USE OF FACILITIES AGREEMENT WITH JOURNEY CHARTER SCHOOL AT FOXBOROUGH CAMPUS: Page 109 **EXHIBIT 10**

Approval to renew the lease agreement between the District and the Journey Charter School for use of facilities at the District's Foxborough campus for the 2011-2012 school year. On January 8, 2007, the Foxborough Elementary School site was repurposed by the Board of Trustees with students reassigned to Wood Canyon Elementary School. Since that time, the Journey Charter School (JCS) has occupied most of the campus, operating under a "Use of Facilities Agreement." The current agreement expires on June 30, 2011. The renewal of the agreement allows the continued use of portable classrooms and ancillary facilities to operate the charter school program. Terms of this agreement include a one-year extension from July 1, 2011, to June 30, 2012. Lease payments are calculated to be $0.59 per square foot of building area. The current agreement mandates that this rate remain for the next 12 months. A total of 20,580 square feet of space is being used by JCS which equals rental payments of $12,142.20 per month or $145,706.40 per year. Also, it is noteworthy that JCS has its own utility meters and will continue to pay all utility costs directly to the responsible agencies. The proposed agreement has been reviewed and approved by the District's legal counsel and a copy (Exhibit 10) has been provided for Trustee review.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

20. RENEWAL OF USE OF FACILITIES AGREEMENT WITH NIGUEL CHILDREN'S CENTER AT FOXBOROUGH CAMPUS: Page 115 **EXHIBIT 11**

Approval to renew the lease agreement between the District and the Niguel Children's Center for use of facilities at the District's Foxborough campus. On May 12, 2008, the Board of Trustees approved a "Use of Facilities Agreement" with the Niguel Children's Center for use of a portion of the vacant facilities on the campus, including classrooms, a restroom, a play field, and parking spaces. The lease agreement was subsequently renewed in 2009 for another two-year period ending June 30, 2011.

The renewal of this agreement allows the continued use of portable classrooms and ancillary facilities to operate the preschool program. Terms of this agreement include a one-year extension from July 1, 2011, to June 30, 2012. Lease payments will continue at the current rate of $1.25 per square foot of building area with a total of 3,720 square feet of space being used by NCC, equating to $4,650 per month for 10 months. Because of reduced enrollment in the months of July and August, the use and corresponding rent has been reduced to 2,160 square feet equaling $2,700 per month for those two months. Also, NCC will continue to share utility costs with the Journey School based upon an agreement between those two schools. The proposed agreement has been reviewed and approved by the District's legal counsel and a copy (Exhibit 11) has been provided for Trustee review.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

21. COMMUNITY ROOTS CHARTER SCHOOL AGREEMENT 2011-2012: Page 121 **EXHIBIT 12**

Approval of the lease agreement between the District and the Community Roots Charter School for use of facilities at the Wood Canyon Elementary School for the 2011-2012 school year. This agreement allows the use of portable classrooms and ancillary facilities to operate the academy program. Terms of this agreement include the use of four existing classrooms on the school campus and ancillary facilities for one year from July 1, 2011, to June 30, 2012. Lease payments will be based upon a rental rate of $1.25 per square foot of building area with a total of 3,840 square feet of space equating to $4,800 per month for 12 months. Additionally, the academy will be responsible for a share of utilities costs for the leased building area totaling $503 per month for 12 months. The proposed agreement has been reviewed and approved by the District's legal counsel and a copy (Exhibit 12) has been provided for Trustee review.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

22. AGREEMENT FOR SPECIAL SERVICES, FISCAL AND MANDATE INFORMATION SERVICES – SCHOOL SERVICES OF CALIFORNIA, INCORPORATED: Page 127 **EXHIBIT 13**

Approval of a contract with School Services of California, Incorporated, for a variety of fiscal and budgetary consulting services as outlined in Exhibit 13. The term of the contract is July 1, 2011, through June 30, 2012. Estimated expenditures utilizing this contract are $3,720 funded by the general fund.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

23. MEMORANDUM OF UNDERSTANDING BETWEEN THE DISTRICT AND THE CAPISTRANO-LAGUNA BEACH REGIONAL OCCUPATION PROGRAM FOR TECHNICAL SERVICES: Page 131 **EXHIBIT 14**

Approval of a Memorandum of Understanding (MOU) between the District and the Capistrano-Laguna Beach Regional Occupation Program for technical services. The District Technology Department provides technical support to the Capistrano-Laguna Beach Regional Occupation Program (ROP) computers located on District campuses. The purpose of this agenda item is to formalize a mutually agreed upon technical support plan as outlined in the MOU (Exhibit 14). The MOU has been reviewed by legal counsel and was developed in close partnership with ROP's Superintendent, Kim Thomason.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

24. EXTENSION OF AGREEMENT RFQ NO. 6-0910, MEDI-CAL BILLING SERVICES – PARADIGM HEALTH CARE SERVICES: Page 135 **EXHIBIT 15**

Approval of an extension of the agreement for Medi-Cal billing services to be provided by Paradigm Health Care Services. In light of the fiscal crisis, a letter was sent to the firm requesting reduced costs for the 2011-2012 renewal period. The firm has proposed a cost savings of 28 percent if the current agreement is extended for four years and the District shifts to a time survey option for the Medi-Cal Administrative Activities (MAA) program. This new method of billing tracking, recently unveiled by the state, will reduce the District's administrative overhead costs and increase MAA revenue potential. The renewal contract term will be July 1, 2011, through June 30, 2015.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

25. EXTENSION OF AGREEMENT FOR GENERAL LEGAL SERVICES – STUTZ, ARTIANO, SHINOFF & HOLTZ APC: Page 159 **EXHIBIT 16**

Approval of the first extension of the agreement for general legal services to be provided by Stutz, Artiano, Shinoff & Holtz APC. In light of the fiscal crisis, a letter was sent to the firm requesting reduced costs for the 2011-2012 renewal period. The firm has proposed a two-year freeze on their current rates. There will be no increase in the described rates for the renewal period of July 1, 2011, through June 30, 2012. This contract provides competitive, hourly rates for general legal services as required by the District. Funding for these expenditures will depend upon the types of services rendered which may include, but are not limited to, developer fees, the general fund, and Community Facilities Districts. Expenditures, to date, for the 2010-2011 fiscal year utilizing this contract are approximately $56,311.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

26. ANNUAL SUPPORT AND MAINTENANCE AGREEMENT – ACTIVE NETWORK: Page 175 **EXHIBIT 17**

Approval of an annual support and maintenance agreement for Active Net software for credit card payment processing. The contract provides an additional method of payment for online registration for the Community Education program. The term of the contract is three years, with expenditures estimated at $7,500 annually, funded by Community Education.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

27. ONLINE EDUCATIONAL PRODUCTS AND SERVICES ORDER – K12 VIRTUAL SCHOOLS LLC: Page 183 **EXHIBIT 18**

Approval of the online educational products and services order for West View Academy online independent study high school for services provided by K12 Virtual Schools LLC. The contract provides software, instructional services, hosting solution, subscription license, online courses, online teacher training, and online mentor training. The term of the contract is September 1, 2011, through August 31, 2012. Estimated expenditures utilizing this contract are $10,000 funded by the general fund.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

28. MASTER CONTRACT – TERI INCORPORATED – THE COUNTRY SCHOOL, A NON-PUBLIC SCHOOL: Page 187 **EXHIBIT 19**

Approval of a master contract for special education services to be provided by Teri Incorporated-The Country School, a non-public school. The cost for tuition per individual student is $235 a day, and the cost per individual student for speech therapy and occupational therapy is $80 an hour on an as-needed basis, which would be paid out of Special Education funds. The total expenditures under this contract cannot be determined at this time, as it is unknown how many special education students would require the educational services provided by this vendor. The actual dollar amount and budget code will be determined by purchase order submitted for Board approval.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

29. MASTER CONTRACT – MARDAN SCHOOL, A NON-PUBLIC SCHOOL: Page 221 **EXHIBIT 20**

Approval of a master contract for special education services to be provided by Mardan School, a non-public school. The cost for tuition per individual student is $172 a day on an as-needed basis, which would be paid out of Special Education funds. The total expenditures under this contract cannot be determined at this time, as it is unknown how many special education students would require the educational services provided by this vendor. The actual dollar amount and budget code will be determined by purchase order submitted for Board approval.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

30. MASTER CONTRACT – CHILEDA, A NON-PUBLIC SCHOOL: Page 247 **EXHIBIT 21**

Approval of a master contract for special education services to be provided by Chileda, a non-public school, in relation to a residential treatment center. The cost for tuition per individual student is $132.36 a day, and the cost for room and board per individual student is $209 a day on an as-needed basis, which would be paid out of Special Education funds. The total expenditures under this contract cannot be determined at this time, as it is unknown how many special education students would require the residential services provided by this vendor. The actual dollar amount and budget code will be determined by purchase order submitted for Board approval.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

31. INDEPENDENT CONTRACTOR AGREEMENT – COUNSELING SERVICES, TRICIA KRANTZ: Page 281 **EXHIBIT 22**

Approval of an independent contractor agreement with with Tricia Krantz to provide counseling services for students as designated by the District. Tricia Krantz will provide services at the rates indicated on the rate sheet for the 2011-2012 school year, on an as-needed basis, paid out of Title I funds. Scheduled services under this contract are estimated to be $18,000. Additional services may be required as determined by a student's Individualized Education Program. Separate purchase orders will be approved by the Board for such services.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

32. INDEPENDENT CONTRACTOR AGREEMENT – COUNSELING SERVICES, BRENDA CRARY: Page 289 **EXHIBIT 23**

Approval of an independent contractor agreement with Brenda Crary to provide counseling services for students as designated by the District. Brenda Crary will provide services at the rates indicated on the rate sheet for the 2011-2012 school year, on an as-needed basis, paid out of Title I funds. Scheduled services under this contract are estimated to be $18,000. Additional services may be required as determined by a student's Individualized Education Program. Separate purchase orders will be approved by the Board for such services.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

33. INDEPENDENT CONTRACTOR AGREEMENT – COUNSELING SERVICES, IRMA GARCIA: Page 297 **EXHIBIT 24**

Approval of an independent contractor agreement with Irma Garcia to provide counseling services for students as designated by the District. Irma Garcia will provide services at the rates indicated on the rate sheet for the 2011-2012 school year, on an as-needed basis, paid out of Title I funds. Scheduled services under this contract are estimated to be $18,000. Additional services may be required as determined by a student's Individualized Education Program. Separate purchase orders will be approved by the Board for such services.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

34. INDEPENDENT CONTRACTOR AGREEMENT – PSYCHOLOGICAL EDUCATIONAL ASSESSMENTS, DENNIS I. SALLER: Page 305 **EXHIBIT 25**

Approval of an independent contractor agreement with Dennis I. Saller to provide psychological educational assessment services for students as designated by the District. Dennis Saller will provide services at the rates indicated on the rate sheet for the 2011-2012 school year, on an as-needed basis, paid out of Special Education funds. Scheduled services under this contract are estimated to be $3,500. Additional services may be required as determined by a student's Individualized Education Program. Separate purchase orders will be approved by the Board for such services.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

35. EXTENSION OF AGREEMENT BID NO. 1011-05 FROZEN FOOD PRODUCTS – GOLD STAR FOODS: Page 315 **EXHIBIT 26**

Approval of the first extension of the agreement for frozen food products to be provided by Gold Star Foods. In light of the fiscal crisis, a letter was sent to the vendor requesting reduced costs for the 2011-2012 renewal period. Gold Star Foods has held pricing on 59 of 70 items, with slight price increases on 11 items. The price increases are due to the rising cost of staples such as wheat, flour, and dairy products. This contract provides frozen food products for all school sites and the central kitchen. The total annual expenditures under this contract are estimated to be $734,554 funded by Food and Nutrition Services.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

36. EXTENSION OF AGREEMENT BID NO. 0809-11 PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICES – P&R PAPER SUPPLY COMPANY, INCORPORATED: Page 339 **EXHIBIT 27**

Approval of the second and final extension of the agreement for paper and plastic products to be provided by P&R Paper Supply Company, Inc. In light of the fiscal crisis, a letter was sent to the vendor requesting reduced costs for the 2011-2012 renewal period. Paper products in general are experiencing an upward commodity pricing due to the price escalation of packaging and corrugated materials, raw materials such as quilon and silicone treatments, resin, and the cost of labor, freight, and gas. Any increases in pricing have been addressed directly with the manufacturers and supporting documentation is on file. This contract provides paper and plastic products for all school sites and the central kitchen. The total annual expenditures under this contract are estimated to be $200,000 funded by Food and Nutrition Services.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

37. EXTENSION OF AGREEMENT BID NO. 0708-06 PLUMBING SERVICE – PACIFIC PLUMBING COMPANY OF SANTA ANA: Page 387 **EXHIBIT 28**

Approval of the fourth and final extension of the agreement for plumbing service to be provided by Pacific Plumbing Company of Santa Ana. In light of the fiscal crisis, a letter was sent to the vendor requesting reduced costs for the 2011-2012 renewal period. Pacific Plumbing Company of Santa Ana has consistently lowered prices each year at renewal. Pricing for the renewal term of July 1, 2011, through June 30, 2012, is approximately 16.5 percent lower than the original contract pricing. This contract provides competitive, set pricing for plumbing repairs, as needed, throughout the District. Funding for these expenditures will depend upon the types of services rendered which may include, but are not limited to, routine restricted maintenance, deferred maintenance, and developer fees. Expenditures, to date, for the 2010-2011 fiscal year utilizing this contract are approximately $137,292.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

38. AWARD BID NO. 1112-03 – BAKERY PRODUCTS, GOLD STAR FOODS: Page 405 **EXHIBIT 29**

Approval of award of bid for bakery products to Gold Star Foods. This contract provides bakery products for all school sites and the central kitchen and sets pricing for the initial 12-month period. The contract may be extended, by mutual agreement and upon Board approval, for a renewal term not to exceed two additional one-year periods. The total annual expenditures under this contract are estimated to be $63,000, funded by Food and Nutrition Services.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

39. AWARD BID NO. 1112-05 – ELECTRICAL SUPPLIES AND MATERIALS, CONSOLIDATED ELECTRICAL DISTRIBUTORS: Page 417 **EXHIBIT 30**

Approval of award of bid for electrical supplies and materials to Consolidated Electrical Distributors. The initial base contract is July 1, 2011, through June 30, 2012. The contract may be extended, by mutual agreement and upon Board approval, for a renewal term not to exceed two additional one-year periods. This contract provides competitive, set pricing for electrical supplies and materials, as needed, throughout the District. Funding for these expenditures will depend upon the types of services rendered which may include, but are not limited to, routine restricted maintenance, deferred maintenance, and developer fees. Annual expenditures utilizing this contract are estimated to be $100,000.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

40. ADVERTISE BID NO. 1112-07 – PIZZA SERVICE: **EXHIBIT 31**

Approval to advertise for bids for pizza service. This bid allows the District to establish a contract with an approved vendor with set pricing for the 2011-2012 school year. This contract will enable District staff to procure pre-baked, ready to serve pizzas for delivery to all middle school sites within the District. The total expenditures under this contract are estimated to be $368,000 annually, funded by Food and Nutrition Services.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

Motion by _____ Seconded by _____

ROLL CALL:

Trustee Addonizio_____ Trustee Hatton_____

Trustee Alpay _____ Trustee Palazzo _____

Trustee Bryson _____ Trustee Pritchard_____

Trustee Brick _____

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

ADJOURNMENT

Motion by _____ Seconded by _____

THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS MONDAY, JULY 11, 2011, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA

For information regarding Capistrano Unified School District, please visit our website:
www.capousd.org

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

33122 Valle Road
San Juan Capistrano, CA 92675

ADDENDUM
to
June 29, 2011 Board Agenda

CLOSED SESSION ITEM

AGENDA ITEM #3

D. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
Principals
(Pursuant to Government Code §54957)

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

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

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

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

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

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

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

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

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

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

REASONABLE ACCOMMODATION

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1011-65

RESOLUTION FOR ADOPTING THE 2011-2012 USE OF CATEGORICAL FLEXIBILITY FUNDS

WHEREAS, the State Adopted Budgets of 2008-2009 and 2009-2010 (SBX3 4) provides "Flexibility" for the use of certain Categorical Program Funds to be used in responses to the State fiscal crisis, and

WHEREAS, the Flexibility legislation requires the Governing Board, at a regularly scheduled open public hearing to take testimony from the public and shall discuss and approve or disapprove the proposed use of funding, and

WHEREAS, the attached schedule reflects the estimated amount of flexibility funds to be used in the General Fund for and educational purpose as reflected in the various budgets which has been adopted by the Board for the 2011-2012 fiscal year,

NOW THEREFORE, BE IT RESOLVED, the Board approves the use of the Flexibility Funds as required by the Budget Act of 2009.

APPROVED AND ADOPTED this 29th day of June, 2011.

Ayes: _____

Noes: _____

Absent: _____

_____
Secretary, Board of Trustees

2011-2012 Categorical Flexibility - Tier III - SBX3 4 and SB 70

Description	*Resc*	*Primarily Used For*	*Flexibility Transfer*	*Transferred To*	*Resource Code*
Advanced Placement Fee Reimbursement	0000 408 MI	Flex transfer all funding	*$4,363*	*Unrestricted General Fund*	*0000*
CBO Training	0000	Flex transfer all funding	*$23,162*	*Unrestricted General Fund*	*0000*
Hourly Programs, incl Summer School	0005 / 0006	Summer School & Drivers Ed	*$1,602,134*	*Unrestricted General Fund*	*0000*
Cal-SAFE Student Support Services	6091	Salaries & Benefits	*$45,120*	*Unrestricted General Fund*	*0000*
Cal-SAFE Child Care/Development	6092	Salaries & Benefits	*$29,261*	*Unrestricted General Fund*	*0000*
Deferred Maintenance	Fund 14, 6205	For Essential Maintenance	*$1,200,000*	*Unrestricted General Fund*	*0000*
PE Teacher Incentive Grants	6258	Flex transfer all funding	*$117,441*	*Unrestricted General Fund*	*0000*
Alternative Certification Intern Program	6260 / 6263	Minimal program maintenance	*$16,412*	*Unrestricted General Fund*	*0000*
Community Based Eng Tutor (CBET)	6285	Flex transfer all funding	*$146,818*	*Unrestricted General Fund*	*0000*
Adult Education Fund	Fund 11, 6390	To continue Adult Ed/High Schl Student Classes	*$908,297*	*Unrestricted General Fund*	*0000*
Arts & Music Block Grant	6760	Theatre manager salaries and benefits at SJHHS	*$629,145*	*Unrestricted General Fund*	*0000*
CAHSEE Intensive Instruction	7055	Sections for CAHSEE classes	*$213,347*	*Unrestricted General Fund*	*0000*
School Counselor Grant (HS Grades 7-12)	7080	Flex transfer all funding	*$1,390,755*	*Unrestricted General Fund*	*0000*
GATE / AAA	7140	Minimal program maintenance	*$265,635*	*Unrestricted General Fund*	*0000*
IMFRP K-12	7156	Minimal textbook repair / replacement; supplements instructional lottery	*$2,152,313*	*Unrestricted General Fund*	*0000*
Peer Assistance/Review	7271	Minimal program maintenance	*$133,542*	*Unrestricted General Fund*	*0000*
Math & Reading Training (SB 472) PCA24389	7294	Flex transfer all funding	*$196,469*	*Unrestricted General Fund*	*0000*
Learners (SB 472) PCA 24854	7296	Flex transfer all funding	*$126,297*	*Unrestricted General Fund*	*0000*
Administrator Training Program	7325	Flex transfer all funding	*$23,162*	*Unrestricted General Fund*	*0000*
Pupil Retention Block Grant	7390	Flex transfer all funding	*$90,228*	*Unrestricted General Fund*	*0000*
Teacher Cred. Block Grant	7392	Minimal program maintenance	*$390,149*	*Unrestricted General Fund*	*0000*
Professional Dev. Block Grant	7393	Minimal program maintenance plus staff development stipends	*$934,748*	*Unrestricted General Fund*	*0000*

2011-2012 Governor's May Revise projects the same funding levels as 2010-2011; no growth or COLA is included.
SB 70 extends all Tier III program flexibility through 2014-2015.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 29, 2011

RESOLUTION NO. 1011-64 – RESOLUTION AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2011-2012 AND ISSUANCE AND SALE OF A 2011-2012 TAX AND REVENUE ANTICIPATION NOTE AND PARTICIPATION IN THE SOUTH COAST LOCAL EDUCATION AGENCIES POOLED TAX AND REVENUE ANTICIPATION NOTE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID NOTE

BACKGROUND INFORMATION

The District receives the largest portion of its revenue from local property taxes, which are paid primarily in December and April of each year. The District receives a smaller portion of its revenue on a monthly basis from state and federal programs. As such, in the months prior to the receipt of property taxes, the District is projected to experience a cash shortage. In order to offset this potential cash shortage, the District has historically issued Tax and Revenue Anticipation Notes (TRANs) in order to meet cash flow needs.

Preliminary cash flow projections for the 2011-2012 fiscal year are used to determine if a TRAN issuance is a needed and vital endeavor. With the issuance of a TRAN, the District will be able to meet its payrolls and vendor payments in the months prior to the receipt of the property tax revenues.

CURRENT CONSIDERATIONS

This agenda item requests Board approval of Resolution No. 1011-64 to issue an amount not to exceed $85 million in a TRAN for the 2011-2012 fiscal year, and to participate in the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program.

This resolution authorizes the issuance of the notes to be pooled with other Orange County school district notes to be named the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program.

The resolution authorizing the sale of the notes also provides for a Trust Agreement. The Trust Agreement provides for the pooling of the notes and assures the investment community that the funds will be repaid. The Trustee will hold the repayment funds rather than the County Treasury. The Trust Agreement makes it clear that each school district is liable only for payment of its own notes.

The final executed Trust Agreement, Purchase Agreement, and Official Statement, referenced in Resolution No. 1011-64, will be available for the review of Board members or members of the public in June at the office of the Deputy Superintendent, Business and Support Services.

FINANCIAL IMPLICATIONS

At this time, the total financial implications of the issuance of a TRAN for the 2011-2012 fiscal year are not quantifiable. The total costs will be known closer to the date of issuance, at which time the final number of participants will be determined, and market conditions will be known. The following costs will be incurred as a result of the TRAN issuance.

- Cost of Issuance
- Interest expense

The cost of issuance (COI) is currently estimated at $125,000 for the 2011-2012 fiscal year. The COI includes fees for the financial advisor, bond counsel, disclosure counsel, bank counsel, rating agency, printing, and other miscellaneous administrative costs. The interest expenses are paid to the bondholders, and are incurred on the principal amount borrowed. These expenses are traditionally offset by the following revenues, generated by the sale of the TRAN:

- Purchase premium
- Interest earnings

The purchase premium is paid by the buyer at the time of the bond sale, and is the difference above the face value of the TRAN and the amount for which it sells. Proceeds from the TRAN sale will be invested with the Orange County Treasurer, and the interest earnings are projected to be 0.75%.

Historically, TRAN issuances have resulted in a positive revenue position for CUSD, as interest and earnings have outpaced expenses related to the issuance. It is not guaranteed that the District will experience the same result this issuance; however, with the issuance of a TRAN, the District will be able to meet its payrolls and vendor payments during the fiscal year.

STAFF RECOMMENDATION

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business & Support Services, who will introduce this item and answer any questions Trustees may have.

Following discussion, it is recommended Trustees approve Resolution No. 1011-64, authorizing the borrowing of funds for fiscal year 2011-2012 and the issuance and sale of a 2011-2012 Tax and Revenue Anticipation Note and participation in the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program.

RESOLUTION NO. 1011-64

RESOLUTION OF CAPISTRANO UNIFIED SCHOOL DISTRICT AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2011-12 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2011-12 TAX AND REVENUE ANTICIPATION NOTES THEREFOR IN AN AMOUNT NOT TO EXCEED $85,000,000 AND PARTICIPATION IN THE SOUTH COAST LOCAL EDUCATION AGENCIES POOLED TAX AND REVENUE ANTICIPATION NOTE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID NOTES

WHEREAS, school districts, community college districts and county boards or departments of education are authorized by Sections 53850 to 53858, both inclusive, of the Government Code of the State of California (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code of the State of California) to borrow money by the issuance of temporary notes;

WHEREAS, the Board of Trustees of the Capistrano Unified School District (the "Board") has determined that the sum not to exceed Eighty-Five Million Dollars ($85,000,000) to be confirmed and set in the Pricing Confirmation or Confirmations (as defined herein) (the "Principal Amount"), which Principal Amount, is needed for the requirements of the Capistrano Unified School District (the "District"), a public body corporate and politic situated in the County of Orange (the "County"), for any of the purposes of the District, as authorized by the Act, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of one or more series of notes therefor in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received, accrued or held by the District and provided for or attributable to its fiscal year ending June 30, 2012 (the "Repayment Fiscal Year");

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of one or more series of its 2011 Tax and Revenue Anticipation Notes, with an appropriate series designation if more than one note is issued (collectively, the "Note");

WHEREAS, to the extent required by law, the District requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Note;

WHEREAS, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Note within forty-five calendar days following receipt of this Resolution, the District may issue the Note in its name in conjunction with a note or notes of another Issuer (as defined herein) pursuant to the terms stated herein;

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the State and federal governments), cash receipts and other moneys

of the District provided for or attributable to the Repayment Fiscal Year, and available for the payment of the principal amount of the Note and the interest thereon which, at the time of receipt are not restricted to other purposes, except to the extent such other purposes have been funded from Note proceeds (exclusive of any moneys required to be used to repay a treasurer's loan as described in Section 18 hereof);

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax and revenue anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue, cash receipts or other moneys for the Repayment Fiscal Year;

WHEREAS, the District desires to authorize the issuance of the Note, in one or more series, each to be marketed together with some or all of the notes issued by other school districts, community college districts, if any, and the Orange County Department of Education (the "Department") simultaneously therewith;

WHEREAS, pursuant to Section 53856 of the Act, certain moneys which will be received or accrued by the District and provided for or attributable to the Repayment Fiscal Year can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

WHEREAS, the District has determined that it is in the best interests of the District to participate in the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program (the "Program"), whereby participating school districts, community college districts and the Department, as each may direct by a form of resolution substantially similar to this Resolution (the Department, if so electing to participate, together with the school districts and community college districts, if any, electing to participate in the Program, the "Issuers") will, on one or more dates in the Repayment Fiscal Year, simultaneously issue tax and revenue anticipation notes;

WHEREAS, the District desires to have its Note marketed together with some or all of the notes issued concurrently by other school districts, community college districts and the Department, if an Authorized Officer (as defined herein) determines that it is in the best interest of the District to participate in the Program or, alternatively, the District may issue its note on a stand-alone basis, depending on market conditions;

WHEREAS, Tamalpais Advisors, Inc. (the "Financial Advisor"), together with an underwriter or underwriters to be appointed and approved by an Authorized District Representative identified in Section 14 hereof (the "Underwriter"), will structure one or more pools of notes (which may include a single note of the District or another Issuer) or series of note participations (referred to herein as the "Note Participations," the "Series" and/or the "Series of Note Participations") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) provides additional security for notes comprising each Series, and (ii) delivery dates, maturity dates, security provisions and possibly other features, all of which the District hereby authorizes the Financial Advisor to determine, the principal features of which are to be set forth in the respective Pricing Confirmation substantially in the form and substance set

forth in Exhibit C hereto (the "Pricing Confirmation") and finalized upon the pricing of the respective Note, if any;

WHEREAS, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee, pursuant to a trust agreement (one as to each applicable to a separate Series of Note Participations, and the trust agreement relating to the Note defined in this Resolution as the "Trust Agreement"), a form of which has been presented to this meeting or otherwise to the Board, by and among the District and such Issuers in such Series and U.S. Bank National Association, as trustee (the "Trustee");

WHEREAS, the Trust Agreement provides, among other things, that the District, for the benefit of owners of the related Series of Note Participations (the "Owners") and beneficial owners of the related Series of Note Participations, shall provide notices of the occurrence of certain enumerated events, if deemed by the District to be material;

WHEREAS, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series;

WHEREAS, the District desires to have the Trustee execute and deliver (i) a Series of Note Participations which evidence and represent interests of the owners thereof in the Note and the notes issued by other Issuers simultaneously therewith if the Authorized Officer determines at the time of sale of the Note that participation in such Program is in the best financial interests of the District or, alternatively, requests that the Board of Supervisors of the County borrow, on the District's behalf, the Principal Amount by the issuance of the Note;

WHEREAS, as additional security for the owners of the Note Participations, all or a portion of the payments by the District or by the other Issuers of their respective notes may or may not be secured either by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider or credit providers designated in the Trust Agreement, as finally executed (collectively, the "Credit Provider"), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust Agreement (collectively, the "Credit Agreement") between the Issuers and/or the Trustee and the respective Credit Provider;

WHEREAS, the net proceeds of the Note may be invested under an investment agreement with an investment provider to be determined on the basis of a competitive bid initiated by the Department, as Program Sponsor and set forth in the Pricing Confirmation;

WHEREAS, the Program requires that each participating Issuer approve the Trust Agreement and the form of, or provision for, a Credit Instrument, if any, in substantially the forms presented to the Board, or, in the case of the Credit Instrument, if any, if not presented, in a form which complies with such requirements and standards as may be determined by the Board with the final form of Trust Agreement, type of Credit Instrument and corresponding Credit Agreement determined and specified in the Pricing Confirmation;

WHEREAS, pursuant to the Program, in the event that other Issuers participate with the District in a Series of notes sold into a pool, each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b) if applicable, the fees of the Credit Provider, the Issuer's allocable share of all Predefault Obligations and Reimbursement Obligations, if any (each as defined in the Trust Agreement) and in the event that the Note is sold on a stand-alone basis, the District will be responsible for (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, all Predefault Obligations and the Reimbursement Obligations, if any, related to such Series of Note Participations;

WHEREAS, pursuant to the Program, in the event that other Issuers participate with the District in a Series of notes sold into a pool, the Note and the notes issued by other Issuers, if any, participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for public sale pursuant to procedures set forth herein through negotiation with the Underwriter or directly to a purchaser or purchasers under the terms of a placement or purchase agreement, which shall be substantially in the form of the purchase agreement presented to this meeting or otherwise to the Board (the "Purchase Agreement") approved by an Authorized District Representative;

WHEREAS, the District has determined that it may be desirable to provide for the issuance of an additional parity note or notes (the "Parity Note") during the Repayment Fiscal Year, the principal and interest on which will be secured by Pledged Revenues, hereinafter defined, on a parity with the Note or to provide for the issuance of a an additional note or notes secured by a pledge of its Pledged Revenues subordinate to the pledge of Pledged Revenues hereunder; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, the Board hereby finds, determines, declares and resolves as follows:

Section 1. **Recitals.** All the above recitals are true and correct and this Board so finds and determines.

Section 2. **Authorization of Issuance.** This Board hereby determines to borrow, and, to the extent required by the Act, requests the Board of Supervisors of the County to borrow on behalf of the District, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, the Note, which may be issued in one or more series, in a combined amount not to exceed the Principal Amount under Sections 53850 *et seq.* of the Act, designated the "Capistrano Unified School District 2011-12 Tax and Revenue Anticipation Note" with an appropriate series designation if more than one series is issued, to be issued in the form of fully registered notes, to be dated the date of delivery to the respective initial purchaser thereof, to mature (with or without option of prior redemption at the election of the District) not more than 15 months after

each such delivery date on a date indicated on the face thereof and determined in the related Pricing Confirmation (as it pertains to each series, the "Maturity Date"), and to bear interest, payable on the respective Maturity Date, and, if such Maturity Date is more than 12 months from the date of issuance, the interim interest payment date set forth in the related Pricing Confirmation, and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate or rates, if more than one Note is issued, not to exceed twelve percent (12%) per annum, as determined at the time of the sale of the respective Note (as it pertains to each series, the "Note Rate").

If the respective Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, it shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the respective Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues provided for or attributable to the Repayment Fiscal Year, as provided in Section 8 hereof. The percentage of the respective Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the "Secured Percentage") shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the Maturity Date. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of the Trustee.

The Note shall be issued in conjunction with the note or notes of one or more other Issuers, if any, as part of the Program and within the meaning of Section 53853 of the Act, upon the determination of the Authorized Officer at the time of issuance of the Note that participation in such Program is in the best financial interests of the District or, alternatively, on a stand-alone basis (which may include on a composite basis offered simultaneously with the notes of other Issuers).

In the event (i) the Board of Supervisors of the County fails or refuses to authorize the issuance of the Note within forty-five calendar days following receipt of this Resolution or otherwise advises an Authorized District Representative that it has determined not to authorize the issuance of the Note or (ii) the Act is amended to permit the issuance of the Note by the District without requiring the District to first request the County to issue the Note on its behalf, this Board hereby authorizes issuance of the Note, in the District's name, pursuant to the terms stated in the preceding paragraph and the terms stated hereafter.

Section 3. **Form of Note.** The Note shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in (i) Exhibit A, if issued by the Board of Supervisors of the County, or (ii) Exhibit B, if issued by the District, each as attached hereto and by reference incorporated herein, the blanks in said forms to be filled in with appropriate words and figures.

Section 4. **Sale of Note; Delegation.** (a) The Note as evidenced and represented by the Note Participations may be sold to the Underwriter pursuant to the terms and provisions of the Purchase Agreement. The form of the Purchase Agreement, including the form of the Pricing Confirmation (substantially in the form of Exhibit C hereto), presented to this meeting is hereby approved; provided, however, in the event one or more of the Superintendent, Deputy Superintendent, Business and Support Services or Member of the Board of Trustees of the District, as the case may be, or, in the absence of said officer, his or her duly appointed deputy or assistant or such other person so designated in writing by the Chair or President of the Board of Trustees of the District (each, an "Authorized Officer") decides it is in the best interest of the District to sell the Note pursuant to a private placement, an Authorized District Representative may approve a different form of one or more Purchase Agreements and/or Pricing Confirmation. Each Authorized Officer is hereby individually authorized and directed to execute and deliver the Purchase Agreement by executing and delivering the Pricing Confirmation, each in substantially said form, with such changes thereto as such Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the Note Rate shall not exceed twelve percent (12%) per annum, and that the District's pro rata share of Underwriter's discount on the Note, when added to the District's share of the costs of issuance of the Note Participations, shall not exceed one percent (1.0%) of the amount of the Note; provided further, that there shall be no Underwriter's discount in the event of a private placement of the Series of Note Participations, but such private placement will be subject to a placement fee to be approved by an Authorized District Representative. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes. The Representative and the Financial Advisor are further authorized to take such additional steps as may be required to effect the sale of the Note and the Note Participations and the award of one or more investment agreements, if any, as solicited from qualified bidders by the Investment Broker retained by the Representative.

(b) The offices of the Financial Advisor or Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") is hereby fixed as the place, and the Superintendent, Deputy Superintendent or the Assistant Superintendent, Business Services of the Department or his or her designee (the "Representative"), in consultation with the Financial Advisor, shall fix a time with respect to each Series of Note Participations, not later than twelve months from the date of adoption of this resolution (each, a "Sale Date").

(c) If the Authorized Officer does not elect to participate in a program to pool the Note with notes of other Issuers, the Note may be sold competitively or to the Underwriter pursuant to the terms and provisions of a purchase agreement substantially similar in scope and content to the Purchase Agreement presented to this meeting or otherwise to the Board, separately upon determination and written direction of the Authorized Officer. The County Officer (as defined in Section 9 hereof) is hereby authorized and directed to execute and deliver

such Purchase Agreement with such changes as such County Officer shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the interest rate on the Note shall not exceed twelve percent (12%) per annum, and that the underwriter's discount on the Note, shall not exceed one percent (1.0%) of the Principal Amount of the Note; provided further, that there shall be no Underwriter's discount in the event of a private placement of the Series of Note Participations, but such private placement shall be subject to a placement fee to be approved by an Authorized District Representative. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

(d) The District reserves the right to cancel its participation in the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program until one day prior to the date the respective Series of Note Participations shall be offered for sale; provided the District shall not cancel its participation in the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program with respect to the Note on or after the respective sale date thereof; and provided further that the District acknowledges that following the adoption of this Resolution, substantial work will be undertaken upon the District's behalf by the Financial Advisor, Bond Counsel and Disclosure Counsel (each as defined herein) and in consideration of the sharing of costs among of all Issuers, the District hereby authorizes the payment of its costs of issuance in the event that the Note is sold on a stand-alone basis and, as applicable, its *pro rata* portion of the Program's aggregate costs, not to exceed $145,000 as approved by the Representative in the event that the respective Series of Note Participations shall be executed and delivered, it being understood that no such costs will be due in the event that the respective Series of Note Participations shall not be executed and delivered.

Section 5. Program Approval. The Note may be combined with notes of other Issuers, if any, into a Series as set forth in the Preliminary Official Statement, hereinafter mentioned, and shall be sold simultaneously with such other notes of that Series supported by the Credit Instrument (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the Note in the proportion that the face amount of the Note which the Series of Note Participations bears to the total aggregate face amount of such respective Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The forms of the Trust Agreement, which form includes an undertaking with respect to continuing disclosure (the "Continuing Disclosure Agreement") as required by Rule 15c2-12(b)(5), promulgated by the Securities and Exchange Commission (the "Rule") and the alternative general types and forms of Credit Agreements, if any, presented to this meeting or otherwise to the Board, are hereby approved, and the Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to the Authorized Officer concurrent with the Pricing Confirmation), and each with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, the Pricing Confirmation and the Credit Agreement, if any. A description of the Continuing Disclosure Agreement undertaking is set

forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. The Authorized Officer is hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; provided however, that failure of the District to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default hereunder. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Board shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider, if any, payable by the District, negative and affirmation covenants of the District and events of default. The proposed form of preliminary offering document, which may be a preliminary official statement, preliminary private offering memorandum or preliminary limited offering memorandum (the "Preliminary Official Statement") relating to the Series of Note Participations, in substantially the form presented to this meeting or otherwise to the Board, is hereby approved with such changes, additions, completion and corrections as any Authorized District Representative may approve, and the Financial Advisor (and/or Underwriter, if any) is hereby authorized and directed to cause to be delivered in printed and/or electronic form to prospective purchasers the Preliminary Official Statement in connection with the offering and sale of the Series of Note Participations. Such Preliminary Official Statement, together with any supplements or amendments thereto, shall be in a form "deemed final" by the District for purposes of the Rule, unless otherwise exempt, but is subject to revision, amendment and completion in a final official statement, private offering memorandum or limited offering memorandum (the "Official Statement"). The Official Statement in substantially said form is hereby authorized and approved, with such changes therein as any Authorized District Representative may approve. The Authorized District Representative is hereby authorized and directed, at or after the time of the sale of any Series of Note Participations, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authorized District Representative may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Authorized Officer is hereby authorized and directed to provide the Financial Advisor (and/or Underwriter, if any) with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement. Upon inclusion of the information relating to the District in the Preliminary Official Statement, the Authorized Officer is hereby authorized and directed to provide certification deeming such Preliminary Official Statement as of its date final within the meaning of the Rule, except for certain omissions permitted by the Rule; *provided* that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers or any Credit Provider. If, at any time prior to the execution of the Pricing Confirmation, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Financial Advisor (and/or the Underwriter, if any).

The Trustee is authorized and directed to execute Note Participations on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Note Participations contained in

the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser or purchasers thereof upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if its Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which no reimbursement on a draw or claim has been made shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District's Note, if any, has been reimbursed for any drawings or payments made under the Credit Instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the Owners of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, Owners of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee and, to the extent permitted by law, if the District's Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under the Note), (i) arising out of an "Event of Default" hereunder (or pursuant to Section 7 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the principal amount of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of which the Note is a part, at the time of original issuance of such Series. Such additional amounts will be paid by the District within twenty five (25) days of receipt by the District of a bill therefor from the Trustee.

Section 6. **No Joint Obligation; Owners' Rights.** The Note shall be marketed and sold on either a stand-alone basis (which may include on a composite basis offered simultaneously with the notes of other Issuers) or simultaneously with the notes of other Issuers, if any, and aggregated and combined with notes of other Issuers participating in the Program into a Series of Note Participations evidencing and representing an interest in several, and not joint, obligations of each such Issuer. The obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and the Note as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the Note, shall be treated as owners of the Note and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the Note. The District hereby recognizes the right of the Owners acting directly or through the Trustee to

enforce the obligations and covenants contained in the Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Note evidenced and represented by the Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

The provisions of this Section 6 apply equally to a Parity Note, if any, as if referred to herein, in the event that the Authorized Officer determines at the time of issuance of the Parity Note that participation in a similar Program to pool the Parity Note with the notes of other issuers is in the best financial interests of the District.

Section 7. Disposition of Proceeds of Note. The moneys received from the sale of the Note allocable to the District's costs related to the issuance of the Note, if sold on a stand-alone basis or the District's share of the costs of issuance if issued in a pool with other Issuers, shall be deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in the Trust Agreement. The moneys received from the sale of the Note (net of the District's costs related to the issuance of the Note if sold on a stand-alone basis or the District's share of the costs of issuance if issued in a pool with other Issuers) shall be deposited in the District's Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Note.

The Trustee will not create separate accounts within the Proceeds Fund, but will keep records to account separately for proceeds of the Note Participations allocable to the District's Note on deposit in the Proceeds Fund which shall constitute the District's Proceeds Subaccount.

If the Authorized Officer determines to issue the Note but does not elect to participate in the Program, then proceeds of the sale of the Note shall be deposited in a separate fund of the District hereby designated the "2011 Tax and Revenue Anticipation Note Proceeds Fund" (herein called the "Proceeds Fund") which fund shall be established with the Orange County Treasurer (the "County Treasurer") at the time of issuance of the respective Note.

All moneys in the Proceeds Fund shall be invested in the Orange County Treasurer's Money Market Educational Investment Pool or, at the written direction of the District, in investments permitted and authorized for such funds, and the proceeds of such investments shall be retained in the Proceeds Fund. Amounts in the Proceeds Fund may be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the General Fund of the District.

The provisions of this Section 7 apply equally to a Parity Note, if any, as if referred to herein, in the event that the Authorized Officer determines at the time of issuance of the Parity Note that participation in a similar Program to pool the Parity Note with the notes of other issuers is in the best financial interests of the District.

Section 8. **Source of Payment.** (a) The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the State and federal governments), cash receipts and other moneys which are received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year and which are available for payment thereof, with the Note of each Series of the District to be payable on a parity basis with the other. As security for the payment of the principal of and interest on the Note and the amount, if any, owed to the Credit Provider, the District hereby pledges certain Unrestricted Revenues (as hereinafter provided, the "Pledged Revenues") which are received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the District from such Pledged Revenues and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The term "Unrestricted Revenues" shall mean all taxes, income, revenue (including, but not limited to, revenue from the State and federal governments), cash receipts, and other moneys, which are generally available for the payment of current expenses and other obligations of the District. The Owners and Credit Provider, if any, shall have a first lien and charge on such Pledged Revenues as herein provided. Notwithstanding the foregoing the terms "Unrestricted Revenues" and "Pledged Revenues" shall exclude moneys which, when received by the District, will be encumbered for a special purpose unless an equivalent amount of the proceeds of the Note is set aside and used for said special purpose. The District may incur indebtedness secured by a pledge of its Pledged Revenues subordinate to the pledge of Pledged Revenues hereunder and may issue subordinate tax and revenue anticipation notes pursuant to separate resolution of the Board.

In order to effect the pledge referred to in the preceding paragraph with respect to the Note, the District agrees to the establishment and maintenance of the Payment Account as a special fund of the District (the "Payment Account") by the Trustee as the responsible agent to maintain such fund until the payment of the principal of the Note and the interest thereon, and the District agrees to cause to be deposited (and the District or the Representative shall request specific amounts from the District's funds on deposit with the County Treasurer for such purpose) directly therein on or before the dates specified in the related Pricing Confirmation for the Note of each Series as one or more sequentially numbered Repayment Months (each individual month a "Repayment Month" and collectively "Repayment Months") (and any amounts thereafter received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year) until the amount on deposit in such Payment Account, taking into consideration anticipated investment earnings thereon to be received and deposited in the Payment Account on or before the Maturity Date (as set forth in a certificate from the Financial Advisor, or investment advisor, to the Trustee), is equal in the respective Repayment Months identified in the Pricing Confirmation or Pricing Confirmations to the percentages of the principal and interest due on the Note at maturity as specified in the Pricing Confirmation or Pricing Confirmations. Amounts in the Payment Account are hereby pledged to the payment of the Note.

The Authorized Officer is hereby authorized to approve the determination of the Repayment Months and percentages of the principal and interest due on the related series of notes at maturity required to be on deposit in the Payment Account in each Repayment Month,

all as specified in the related Pricing Confirmation, by executing and delivering the related Pricing Confirmation, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer; provided, however, that the maximum number of Repayment Months shall be six and the amount of Pledged Revenues required to be deposited in any one Repayment Month be stated as a percentage of the principal and interest due on such series of Note at maturity. In the event that on the last Business Day (as defined in the Trust Agreement) of each such Repayment Month, the District has not received sufficient Unrestricted Revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said Unrestricted Revenues in said month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available; and in connection therewith, the District authorizes the County Treasurer to transfer any District funds then held or later received by the County Treasurer, to the Trustee for deposit into the District's Payment Account to make up any such deficiency.

(b) Any moneys placed in the Payment Account shall be for the benefit of the owner of the Note and (to the extent provided in the Trust Agreement) the Credit Provider, if any. The moneys in the Payment Account shall be applied only for the purposes for which the Payment Account is created until the principal of the Note and all interest thereon are paid or until provision has been made for the payment of the principal of the Note at maturity with interest to maturity and, if applicable, the payment of all Predefault Obligations and Reimbursement Obligations owing to the Credit Provider, if any.

(c) The moneys in the Payment Account shall be used by the Trustee, to the extent necessary, to pay the principal of and interest on the Note or, if applicable, to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account are insufficient to pay the principal of and interest on the Note in full, such moneys shall be applied in accordance with the priority set forth in the Trust Agreement. Any moneys remaining in or accruing to the Payment Account after the principal of the Note and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note in full on the Maturity Date.

(d) Moneys in the Proceeds Subaccount and the Payment Account shall be invested by the Trustee pursuant to the Trust Agreement in investment agreement(s) and/or other Permitted Investments as described in and under the terms of the Trust Agreement and as designated in the related Pricing Confirmation. In the event the District designates an investment agreement or investment agreements as the investments in the related Pricing Confirmation, the District hereby directs the Trustee to invest such funds pursuant to the investment agreement or investment agreements (which shall be with a provider rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the Note Participations, and acceptable to the Credit Provider, if any, and the particulars of which pertaining to interest rate and investment provider will be set forth in the related Pricing Confirmation) and authorizes the Trustee to enter into such investment agreement on behalf of the District. The District's funds

shall be accounted for separately and the obligation of the provider of the investment agreement with respect to the District under the investment agreement shall be severable. Any such investment by the Trustee shall be for the account and risk of the District and the District shall not be deemed to be relieved of any of its obligations with respect to the Note, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount and Payment Account.

The District shall promptly file with the Trustee and the Credit Provider, if any, such financial reports at the times and in the forms required by the Trust Agreement.

Anything herein to the contrary notwithstanding, the District may at any time during the Repayment Fiscal Year issue a Parity Note, or provide for the issuance of a Parity Note by the County on its behalf, secured by a first lien and charge on Pledged Revenues; provided that (i) the District shall have received confirmation from each rating agency rating the outstanding Note or Series of Note Participations related to the Note, that the issuance of such Parity Note (or related series of note participation if sold into a pool) will not cause a reduction or withdrawal of such rating agency's rating on the outstanding Note or Series of Note Participations related to the Note, (ii) the maturity date of any such Parity Note shall be later than the Maturity Date of the outstanding Note and (iii) the District shall have received the written consent of the Credit Provider, if any, to the issuance of the Parity Note. In the event that the District issues a Parity Note, or provides for the issuance of a Parity Note by the County on its behalf, the District shall make appropriate deposits into the Payment Account with respect to such Parity Note, and in such event, the Payment Account shall also be held for the benefit of the holders of the Parity Note.

Section 9. Execution of Note. Any one of the County Treasurer, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County (each, a "County Officer") shall be authorized to execute the Note by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign the Note by manual or facsimile signature and to affix the seal of the County to the Note either manually or by facsimile impression thereof. In the event the Note is issued by the District under the circumstances described in Section 2 hereof, any one of the Chair or President of the Board of Trustees of the District or any other member of such board shall be authorized to execute the Note by manual or facsimile signature and the Secretary of the Board of Trustees of the District, the Superintendent of the District, any Authorized Officer or any duly appointed assistant thereto, shall be authorized to countersign the Note by manual or facsimile signature. Said officers of the County or the District, as applicable, are hereby authorized to cause the blank spaces of the Note to be filled in as may be appropriate pursuant to the related Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to accept delivery of the Note pursuant to the terms and conditions of the related Purchase Agreement, if applicable, and Trust Agreement. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Section 10. Representations and Covenants.

The District hereby makes the following representations and covenants, which shall be reconfirmed prior to delivery of the Note or each series:

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and perform its obligations under this Resolution, (ii) enter into and perform its obligations under the Trust Agreement, the Pricing Confirmation, the District Certificate (as defined herein), the Credit Agreement, if any, and the Purchase Agreement, if any, (iii) authorize the County to issue the Note on its behalf and, if applicable, (iv) issue the Note.

(B) (i) Upon the issuance of the Note, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Note and the performance of its obligations thereunder, (ii) the District has full legal right, power and authority to request the County to issue and deliver the Note on behalf of the District and to perform its obligations as provided herein and therein and, if applicable, (iii) subject to the terms of this Resolution and Section 53853 of the Act, the District has full legal right, power and authority to issue and deliver the Note.

(C) The issuance of the Note of each Series, the adoption of this Resolution and the execution and delivery of the Trust Agreement, the Pricing Confirmation, the District Certificate, the Credit Agreement, if any, and the Purchase Agreement, if any, and compliance with the provisions hereof and thereof, will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Note or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of the Note.

(E) The District has (or will have prior to the issuance of the Note) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) if requested, provide to the Financial Advisor, the Credit Provider, if any, and the Underwriter (or owner of the Series of Note Participations in the event of a private placement) if any, promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The sum of the principal amount of the District's Note plus the interest payable thereon, on the date of its issuance, will not exceed fifty percent (50%) of the estimated amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the State and federal governments), cash receipts, and other moneys to be received

by the District for the general fund of the District provided for or attributable to the Repayment Fiscal Year all of which will be legally available to pay principal of and interest on the Note.

(G) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the last five fiscal years for which information is available, and the District, as of the date of adoption of this Resolution and on the date of issuance of the Note, reasonably expects the County to collect at least eighty-five percent (85%) of such amount for the Repayment Fiscal Year.

(H) The District (i) has not defaulted within the past twenty (20) years, and is not currently in default, on any debt obligation and (ii) to the best knowledge of the District, has never defaulted on any debt obligation.

(I) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Financial Advisor and the Underwriter, if any, and the Credit Provider, if any, and as set forth in the Preliminary Official Statement and to be set forth in the final Official Statement, there has been no material change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Note. The District agrees to furnish to the Financial Advisor, the Underwriter (or holders of the Series of Note Participations in the event of a private placement), the Trustee and the Credit Provider, if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(J) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Note, the Trust Agreement, the Pricing Confirmation, the District Certificate, the Purchase Agreement, if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Note, the Trust Agreement, the Purchase Agreement, if any, the Credit Agreement, if any, or this Resolution.

(K) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consent of the Credit Provider, if any, or (ii) in any way that would materially adversely affect the interests of the Owners or Note Participation Owners.

(L) Upon issuance of the Note, the Note, the Trust Agreement, if any, and this Resolution will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against public entities, as applicable, in the State of California.

(M) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution, the Trust Agreement, if any, and the Note.

(N) Except for a Parity Note, if any, pursuant to Section 8 hereof, the District shall not incur any indebtedness secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Pledged Revenues hereunder.

(O) So long as the Credit Provider is not in default under the Credit Instrument, the District hereby agrees to pay its *pro rata* share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or the Trust Agreement, as applicable. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement. If such moneys held by the Trustee are insufficient to pay the District's *pro rata* share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

(P) As a condition to the issuance of the Note, and of each Note, the District will either (1) then not have a negative or qualified certification applicable to Fiscal Year 2009-10 or Fiscal Year 2010-11 within the meaning of Section 42133 of the Education Code of the State of California or (2) if the District does then have a negative or qualified certification applicable to Fiscal Year 2009-10 or Fiscal Year 2010-11 within the meaning of Section 42133 of the Education Code of the State of California, the District shall provide to the Financial Advisor and Bond Counsel the written determination by the County Superintendent of Schools that the repayment of the Note is probable within the meaning of Section 42133 of the Education Code of the State of California.

(Q) The District funded its Reserve for Economic Uncertainties for Fiscal Year 2010-11 in at least the minimum amount recommended, and will fund its Reserve for Economic Uncertainties for Fiscal Year 2011-12 in at least the minimum amount recommended by the State Superintendent of Public Instruction.

(R) The District will maintain a positive general fund balance in the Repayment Fiscal Year.

Section 11. Tax Covenants. (a) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Note under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Note or any other funds of the District which would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of the Note, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder, including without limitation, as set forth in the provisions of a certificate or certificates of the District (the "District Certificate") regarding certain tax provisions, to the extent that such requirements are, at the time, applicable and in effect.

(b) The District hereby (i) represents that the aggregate face amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and to be issued by the District during calendar year 2011, including the Note, is not reasonably expected to exceed $5,000,000, provided that such amount shall be increased by the lesser of $10,000,000 or the aggregate face amount of such tax-exempt obligations as are attributable to financing capital expenditures for public school facilities, or in the alternative, (ii) covenants that the District will take all legally permissible steps necessary to ensure that all of the gross proceeds of the Note will be expended no later than the day that is six months after the respective dates of issuance of the Note so as to satisfy the requirements of Section 148(f)(4)(B) of the Code.

(c) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 11, no one other than the holders or former holders of the Note, the Owners or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.

(d) The covenants contained in this Section 11 shall survive the payment of the Note.

Section 12. Events of Default and Remedies.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Failure by the District to make or cause to be made the deposits to the Payment Account or any other payment required to be paid hereunder on or before the date on which such deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of thirty (30) days after written notice, specifying such

failure and requesting that it be remedied, is given to the District by the Trustee, or the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution, the Pricing Confirmation, the District Certificate, the Purchase Agreement, if any, or in any certificate, requisition or any Financial Report or Deficiency Report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests; and

(g) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Note.

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, for deposit into the Payment Account of the District, an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the

same shall become immediately due and payable by the District without further notice or demand; and

(b) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, if the District's Note is secured in whole or in part by a Credit Instrument, as long as the Credit Provider has not failed to comply with its payment obligations under the Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder so long as such action will not materially adversely affect the rights of any Owner, and the Credit Provider's prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any Owner of a Note Participation to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such Owner's Note Participation.

If the Credit Provider is not reimbursed on the Maturity Date for the drawing or payment, as applicable, used to pay principal of and interest on the Note of the related Series due to a default in payment on the Note of the related Series by the District, as provided in the related Trust Agreement, or if any portion of the principal of or interest on the Note remains unpaid after the Maturity Date, the Note shall be a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which no reimbursement on a draw or claim has been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 13. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for the Note. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Note when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Note on the day on which it matures. Payment of the Note shall be in accordance with the terms of the Note and this Resolution.

The District hereby agrees to maintain the Trustee as paying agent, registrar and authenticating agent of the Note.

Section 14. Approval of Actions. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute the Note and cause the Trustee to authenticate and accept delivery of the Note, pursuant to the terms and conditions of this Resolution and the Trust Agreement. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Note and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and

in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, the Representative and the officers of the County referred to above in Section 9 hereof, are each hereby designated as an "Authorized District Representative" under the Trust Agreement.

Section 15. Credit Enhancement and Other Actions. The Representative is authorized and directed, for the benefit and in the name of the Program and the District, to purchase municipal bond insurance or other credit enhancement at market rates with respect to a respective Note and/or all or part of the Note Participations, if the Representative determines with the advice of the Financial Advisor and Bond Counsel that it will be advantageous to the respective Issuers to purchase such insurance or other credit enhancement. The Representative and the Financial Advisor are further authorized to take such additional steps as may be required to effect the purchase of municipal bond insurance or other credit enhancement which may be issued pursuant to a Credit Agreement among the respective Issuers and/or the Trustee and the respective credit provider and the award of such municipal bond insurance or other credit enhancement, if any, as solicited from qualified providers, which shall be identified and approved in the related Pricing Confirmation. As provided in Section 4 hereof, an Authorized Officer is authorized and directed to execute and deliver the related Pricing Confirmation confirming that the interest rate or rates and price or prices and other terms of the sale of the respective series of Note are acceptable to the District, and the Authorized Officer is hereby further authorized and directed to execute and deliver such other documents or certificates required to be executed and delivered thereunder or to consummate the transaction contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such Authorized Officer to be conclusively evidenced by such execution and delivery.

Subject to Section 8 hereof, the District hereby agrees that if the respective Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion thereof or the portion to which a credit instrument applies for which no reimbursement on a draw or claim has been made shall be deemed outstanding and shall not be deemed to be paid until (i) the credit provider providing a credit instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District's Note, if any, has been reimbursed for any drawings or payments made under the credit instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) as and if provided in the Trust Agreement, the Owners of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, Owners of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

Section 16. Proceedings Constitute Contract. The provisions of the Note and of this Resolution shall constitute a contract between the District and the registered owner of the Note and the Credit Provider, if any, and such provisions shall be enforceable by mandamus

or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irreparable.

Section 17. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof and the County is not liable for payment of the Note or any other obligation of the District hereunder.

Section 18. Treasurer's Loans. To the extent necessary in the judgment of the Authorized Officer, the Authorized Officer is hereby authorized to enter into borrowings pursuant to Section 6 of Article XVI of the California Constitution (and statutes implementing such Article); provided, however, that such amounts shall only be borrowed to the extent that such borrowings, when added to the amount of the Note and interest owed thereon, and to other items of indebtedness issued pursuant to the Government Code of the State of California, shall not at the time of such borrowings exceed 85% of the estimated remaining uncollected taxes, income, revenue, cash receipts and other moneys to be received or accrued by the District during the Repayment Fiscal Year which will be available for payment of such borrowings, the Note and other items of indebtedness issued pursuant to the Government Code of the State of California and the interest thereon.

Section 19. Submittal of Resolution to County. To the extent required by law, the Secretary of the Board of Trustees of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the County Treasurer and to the County Superintendent of Schools.

Section 20. Appointment of Bond Counsel. The law firm of Orrick, Herrington & Sutcliffe LLP, Los Angeles, California is hereby appointed Bond Counsel for the District and the Program.

Section 21. Appointment of Disclosure Counsel. The law firm of Hawkins Delafield & Wood LLP, Los Angeles, California is hereby appointed Disclosure Counsel for the District and the Program.

Section 22. Appointment of Financial Advisor and Underwriter. Tamalpais Advisors, Inc., Sausalito, California is hereby appointed Financial Advisor for the Series and the Program. Any Authorized Officer is hereby authorized, in consultation with the Department, to appoint one or more underwriters for the Program.

Section 23. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 24. Effective Date. This Resolution shall take effect from and after its date of adoption.

EXHIBIT A

FORM OF NOTE

CAPISTRANO UNIFIED SCHOOL DISTRICT

COUNTY OF ORANGE, CALIFORNIA

2011-12 TAX AND REVENUE ANTICIPATION NOTE, SERIES __-__*/

Interest Rate	Maturity Date	Date of Original Issue
First Repayment Month	Second Repayment Month	Third Repayment Month
__% (Total of principal and interest due on Note at maturity)	__% (Total of principal and interest due on Note at maturity)	__% (Total of principal and interest due on Note at maturity)
Fourth Repayment Month	Fifth Repayment Month	Sixth Repayment Month
__% (Total of principal and interest due on Note at maturity)	__% (Total of principal and interest due on Note at maturity)	__% (Total of principal and interest due on Note at maturity)**/

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the Capistrano Unified School District (the "District"), located in the County of Orange, California (the "County"), acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined

*/ If more than one Series is issued under the Program in the Repayment Fiscal Year.

**/ Number of Repayment Months and percentages to be determined in Pricing Confirmation (as defined in the Resolution).

in the Trust Agreement, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest is payable as specified in the Trust Agreement and shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the Owner hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents the 2011-12 Tax and Revenue Anticipation Note, Series __-__ issued for and in the name and on behalf of the District and authorized, executed and given pursuant to and by authority of certain resolutions of the Board of Trustees of the District and the governing board of the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the Government Code of the State of California (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of this Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received, accrued or held by the District for the general fund of the District and are provided for or attributable to the Fiscal Year ending June 30, 2012 (the "Repayment Fiscal Year"). As security for the payment of the principal of and interest on this Note, the District has pledged the first amounts of Unrestricted Revenues of the District received in the sequentially numbered Repayment Months set forth on the face hereof (and any amounts received thereafter provided for or attributable to the Repayment Fiscal Year) until the amount on deposit in the Payment Fund (as defined in the Resolution) in each such month, taking into consideration anticipated earnings thereon to be received by the maturity date, is equal to the corresponding percentages of principal of and interest due on this Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of this Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. The County is not liable for payment of this Note. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

As provided in the Resolution, the District may provide for the issuance of a parity note or notes during the Repayment Fiscal Year, the principal and interest on which will be secured by Pledged Revenues on a parity with this Note.

The County, the District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the County, the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer.

COUNTY OF ORANGE

By _____[SPECIMEN COPY]_____
Title:

Countersigned

By _____[SPECIMEN COPY]_____
Title:

EXHIBIT B

FORM OF NOTE

CAPISTRANO UNIFIED SCHOOL DISTRICT

COUNTY OF ORANGE, CALIFORNIA

2011-12 TAX AND REVENUE ANTICIPATION NOTE, SERIES __-__*/

Interest Rate	Maturity Date	Date of Original Issue
First Repayment Month	Second Repayment Month	Third Repayment Month
__% (Total of principal and interest due on Note at maturity)	__% (Total of principal and interest due on Note at maturity)	__% (Total of principal and interest due on Note at maturity)
Fourth Repayment Month	Fifth Repayment Month	Sixth Repayment Month
__% (Total of principal and interest due on Note at maturity)	__% (Total of principal and interest due on Note at maturity)	__% (Total of principal and interest due on Note at maturity)**/

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the Capistrano Unified School District (the "District"), located in the County of Orange, California (the "County"), acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los

*/ If more than one Series is issued under the Program in the Repayment Fiscal Year.

**/ Number of Repayment Months and percentages to be determined in Pricing Confirmation (as defined in the Resolution).

Angeles, California, or its successor in trust (the "Trustee"). Interest is payable as specified in the Trust Agreement and shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the Owner hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents the District's 2011-12 Tax and Revenue Anticipation Note, Series __-__ authorized, executed and given pursuant to and by authority of a resolution of the Board of Trustees of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of this Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received, held or accrued by the District for the general fund of the District and are provided for or attributable to the Fiscal Year ending June 30, 2012 (the "Repayment Fiscal Year"). As security for the payment of the principal of and interest on this Note, the District has pledged the first amounts of Unrestricted Revenues of the District received in the sequentially numbered Repayment Months set forth on the face hereof (and any amounts received thereafter provided for or attributable to the Repayment Fiscal Year) until the amount on deposit in the Payment Fund (as defined in the Resolution) in each such month, taking into consideration anticipated earnings thereon to be received by the maturity date, is equal to the corresponding percentages of principal of and interest due on this Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of this Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. The County is not liable for payment of this Note. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

As provided in the Resolution, the District may provide for the issuance of a parity note or notes during the Repayment Fiscal Year, the principal and interest on which will be secured by Pledged Revenues on a parity with this Note.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal

hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the Board of Trustees of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By _____[SPECIMEN COPY]_____
Title:

Countersigned

By _____[SPECIMEN COPY]_____
Title:

EXHIBIT C

SOUTH COAST LOCAL EDUCATION AGENCIES
POOLED TAX AND REVENUE ANTICIPATION NOTE PROGRAM
NOTE PARTICIPATIONS, SERIES 2011___

PRICING CONFIRMATION

Capistrano Unified School District (the "Participant")

Principal Amount of Series __-__ Note:	$_____
Interest Rate (Series __-__ Note Rate):	____%
Series __-__ Maturity Date:	_____ __, 2012
Principal Amount of Series __-__ Note:	$_____
Interest Rate (Series __-__ Note Rate):	____%
Series __-__ Maturity Date:	_____ __, 2012
Purchase Date:	_____ __, 2011
Closing Date:	_____ __, 2011
Purchase Price:	$_____
Portion Deposited to Proceeds Subaccount:	$_____
Portion Deposited to Costs of Issuance Fund:	$_____

[Municipal Bond Insurer/Credit Instrument Provider: _____]
[Investment Agreement Provider: _____]
[Interest Rate payable on funds invested under Investment Agreement: _____%]

Series __-__ Repayment Months:

First Repayment Month:	Percentage of total principal and interest due on Series __-__ Note at maturity	%
Second Repayment Month:	Percentage of total principal and interest due on Series __-__ Note at maturity	%
Third Repayment Month:	Percentage of total principal and interest due on Series __-__ Note at maturity	%
Fourth Repayment Month:	Percentage of total principal and interest due on Series __-__ Note at maturity	%
Fifth Repayment Month:	Percentage of total principal and interest due on Series __-__ Note at maturity	%
Sixth Repayment Month:	Percentage of total principal and interest due on Series __-__ Note at maturity	%

Series __-__ Repayment Months:

First Repayment Month:	Percentage of total principal and interest due on Series __-__ Note at maturity	%
Second Repayment Month:	Percentage of total principal and interest due on Series __-__ Note at maturity	%
Third Repayment Month:	Percentage of total principal and interest due on Series __-__ Note at maturity	%
Fourth Repayment Month:	Percentage of total principal and interest due on Series __-__ Note at maturity	%
Fifth Repayment Month:	Percentage of total principal and interest due on Series __-__ Note at maturity	%
Sixth Repayment Month:	Percentage of total principal and interest due on Series __-__ Note at maturity	%

The Participant hereby directs that immediately upon the delivery of the Note Participations, the Trustee shall, in accordance with Section 3.03 of the Trust Agreement, transfer all amounts on deposit in the Participant's Proceeds Subaccount to the Participant (in care of the Orange County Department of Education (the "Department")) for deposit to the credit of the Participant in the Orange County Treasurer's Orange County Educational Investment Pool (the "Educational Pool"). It is acknowledged that the Participant has requested that the Orange County Treasurer (the "County Treasurer") establish an account within the Educational Pool for the deposit of amounts to the credit of such Participant's Payment Account, such fund to be generally designated the "Capistrano Unified School District Repayment Account."

Unless the Participant shall hereafter deliver written instruction to the Trustee to invest amounts on deposit in its Payment Account in a Permitted Investment other than the Capistrano Unified School District Repayment Account, the Trustee is hereby instructed to invest all amounts on deposit in such Payment Account on the last Business Day of each Repayment Month (or immediately upon the deposit with respect to such Repayment Month by the Participant) with the County Treasurer for deposit in the Capistrano Unified School District Repayment Account. The Trustee is hereby instructed to confirm the required deposits on the last Business Day of each Repayment Month with the County Treasurer and, as soon as practical (but in any event within five Business Days) notify the Participant and Moody's Investors Service of any failure of the Participant to make such deposit. The Participant, to the extent it has any interest in Capistrano Unified School District Repayment Account, hereby pledges, transfers, assigns and grants a lien on and a security interest in such fund to the Trustee for the benefit of the Owners.

Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement submitted by _____, as further memorialized by this Pricing Confirmation, and the Trust Agreement dated as of _____ 1, 2011, by and among the Participant, U.S. Bank National Association, the Department, as Representative and the other Districts named therein.

In addition to the foregoing, the undersigned further certifies that the Purchase Agreement submitted by _____, _____ and _____, as further memorialized by this Pricing Confirmation, are agreed to and accepted as of the Purchase Date as set forth above by an Authorized Officer of the Participant.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____[SPECIMEN COPY]_____
Authorized Officer

SECRETARY'S CERTIFICATE

I, Joseph M. Farley, Secretary of the Board of Trustees of the Capistrano Unified School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees duly and regularly held at the regular meeting place thereof on the 29th day of June, 2011, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at 33122 Valle Road, San Juan Capistrano, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: June 29, 2011

Secretary of the Board of Trustees of the
Capistrano Unified School District

MEETINGS

Meetings and Notices

Meetings of the Governing Board are conducted for the purpose of accomplishing District business. A Board meeting exists whenever a majority of Board members gather at the same time and place to hear, discuss, or deliberate upon any item within the subject matter jurisdiction of the Board or District. (Government Code §54952.2)

In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public and shall be conducted in accordance with law and Board procedures.

Except as authorized by law, direct communication, personal intermediaries, and technological devices shall not be used by a majority of Board members to develop a collective concurrence as to an action to be taken by the Board on any item of District business. (Government Code §54952.2)

Regular Meetings

By June of each school year the Board of Trustees shall adopt a yearly calendar specifying the date, time and place of each scheduled meeting of the Board for the upcoming fiscal/school year. The Board shall hold at least one regular meeting per month and will schedule other meetings as needed.

All regular meetings of the Board shall be held at 7 p.m. on ~~selected Tuesdays~~ the second Monday and fourth Wednesday of each month in the Board Room of the Education Center. If at any time a regular meeting of the Board falls on a holiday, ~~such meeting shall be held on the next business day~~ the Board will determine an alternate date.

All meetings of the Board shall be open to the public, with the exception of closed sessions. (Government Code 54953)

~~*(cf. 1120 - Board of Trustees Meetings)*~~
~~*(cf. 9100 - Organization)*~~
~~*(cf. 9321 - Closed Sessions)*~~
~~*(cf. 9321.1 - Closed Session Actions and Reports)*~~
~~*(cf. 9322 - Agenda/Meeting Materials)*~~
~~*(cf. 9323 - Meeting Conduct)*~~

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. Effective July 1, 2008, SB 343 expands the public's right to inspect documents that are distributed to Board members less than 72 hours before a regular meeting. If these documents relate to an open session item at a regular meeting, they must be made available for public inspection at the time they are distributed to ~~governing board members~~ the Board of Trustees (Government Code §54957.5.). No action shall be taken on any item not appearing on the posted agenda, except as allowed by law. (Government Code §54954.2) Agendas shall be posted at the Education Center, 33122 Valle Road, San Juan Capistrano, California, on the District web site, www.capousd.org, and ~~at all~~ school sites.

~~*(cf. 9323.2 - Actions of the Board)*~~

MEETINGS (continued)

Agendas for Board meetings shall be available to any person who has filed with the Board a written request. Requests are valid for one year from the date filed unless renewed. (Government Code §54954.1)

Persons requesting agendas may be required to pay an annual fee as determined by Board Policy.

~~*(cf. 1340 - Access to District Records)*~~

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). (Government Code §54953.2, 54954.1)

~~In accordance with the 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.~~ To facilitate such an accommodation, and to give officials ample time to make arrangements for any modification or accommodation, the person needing accommodation, or his or her spokesperson, should contact the Superintendent's office with sufficient prior notice so such modifications or accommodations may be made. (As an example of the need for such prior notice, some modifications or accommodations may require special equipment or additional staff assistance at the meeting.)

Special Meetings

Special meetings of the Board may be called by the presiding officer, the Superintendent in consultation with the Board President or a majority of the Board members.

Notice of special meetings shall be received at least 24 hours before the meeting by all Board members, the Superintendent, and by the local media who have requested such notice in writing. This notice also shall be posted at least 24 hours before the meeting in a location freely accessible to the public. This notice shall specify the time and place of the meeting and the business to be transacted; no other business shall be considered at these meetings. (Education Code §35144, Government Code §54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code §54954.3)

Emergency Special Meeting

The Board may hold a special meeting without complying with the 24-hour notice requirement in the case of an emergency situation. An emergency situation means:

1. A work stoppage or other activity which severely impairs public health, safety, or both, as determined by a majority of the members of the Board.

2. A crippling disaster which severely impairs public health, safety, or both, as determined by a majority of the members of the Board.

The Board President or designee shall give notice of the emergency special meeting to the local media by telephone one hour before the meeting. If telephone services are not functioning, the notice requirement of one hour is waived. As soon after the meeting as possible, the Board shall notify the local media that the meeting was held and shall describe the purpose of the meeting and any action taken by the Board.

No closed session may be held during an emergency special meeting. All other rules governing special meetings shall be observed, with the exception of the 24-hour notice requirement.

The minutes of the meeting, a list of persons the president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code §54956.5)

Adjourned Meetings

A majority vote by the Board may adjourn/continue any regular or special meeting to a later time and place which shall be specified in the order of adjournment. Within 24 hours after a meeting has been adjourned to a later time, a copy of the order of adjournment shall be posted at the meeting site.

If no members are present at any regular or adjourned regular meeting, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code §54955)

Study Sessions and Public Forums

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

~~*(cf. 200 - Concepts and Roles)*~~
~~*(cf. 2111 - Superintendent Governance Standards)*~~
~~*(cf. 9000 - Role of the Board)*~~
~~*(cf. 9005 - Governance Standards)*~~
~~*(cf. 9400 - Board Self Evaluation)*~~

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session or public forum. Also such meetings shall comply with the Brown Act and shall be held in open session and within District boundaries. Action items shall not be included on the agenda for these meetings.

MEETINGS (continued)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code §11135, including, but not limited to, religion, sex, or sexual orientation. In addition, meetings shall not be held in a facility which is inaccessible to disabled persons or where members of the public must make a payment or purchase in order to be admitted. (Government Code §54961)

Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means, through either audio, video or both. (Government Code §54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code §54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within District boundaries. (Government Code §54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code §54953)

Legal Reference:

EDUCATION CODE
35140 Time and place of meetings
35143 Annual organizational meeting date, and notice
35144 Special meeting
35145 Public meetings
GOVERNMENT CODE
54950-54957.9 Meetings, especially
54953 Meetings to be open and public; attendance
54954 Time and place of regular meetings; holidays; emergencies
54954.2 Agenda posting requirements, board actions
54956 Special meetings; call; notice
54956.5 Emergency meetings in emergency situations

Bylaw
revised: June 14, 1999
revised: September 15, 2003
revised: July 21, 2008
revised: August 11, 2009
revised:

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

REVISED 6-23-11

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – SPECIAL MEETING
JUNE 8, 2011
EDUCATION CENTER – BOARD ROOM

President Brick called the meeting to order at 5:00 p.m.

The Pledge of Allegiance was led by Trustee Hatton.

Present: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, and Pritchard
Absent: Trustee Palazzo and Student Advisor Larson Ishii

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

Permanent Record

It was moved by Trustee Alpay, seconded by Trustee Bryson, and carried by a 6-0 vote to adopt the Board agenda.

Adoption of the Board Agenda

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

President Brick asked Vice President Pritchard to facilitate the meeting.

President's Announcement

There were no Superintendent or Trustee comments.

Board and Superintendent Comments

DISCUSSION/ACTION

State of Technology: CUSD Network Infrastructure
Agenda Item 5

Deputy Superintendent Ron Lebs introduced Susan Holliday, Executive Director, Technology and Information Services, who provided Trustees with background information regarding the District's network, current age and capacity of the network, and the need to upgrade the network to meet current and future demands. Dr. Holliday stated 43 percent of the Main Distribution Facility (MDF) switches are over ten years old and almost 80 percent of all MDF switches are over five years old. The typical life expectancy of a MDF is from five to seven years; estimated replacement cost per MDF is up to $50,000. In the past year, seven MDF switches needed to be replaced. An extension of the MDF is the Intermediate Distribution Facility (IDF). The District supports approximately 800 IDFs and more than 45 percent of the District's IDF switches are more than ten years old. The life span of an IDF switch is from five to seven years; estimated replacement cost per switch in an IDF is $6,000-$8,000. During the past year, TIS replaced 15 IDF switches. Dr. Holliday stated there is a need to begin a massive replacement plan as the integrity of our network is in jeopardy. To upgrade, sustain, and support the District network infrastructure could require up to $775,000 annually. For the 2011-2012 fiscal year, a total of $400,000 has been allocated in the budget for technology capital replacement, infrastructure, and E-rate. Dr. Holliday stated staff has looked at several options and if the District pursues financing a lease right now, it can receive steep discounts on large quantities due to manufacture fiscal end of year. Dr. Holliday added staff has developed an equipment proposal to address 42 MDFs, 82 IDFs, and wireless equipment for high schools. The proposal is for $2.7 million total (without discounts over $6 million) for a six year lease.

Mr. Lebs informed Trustees there is a recommendation for a six year lease for Board consideration on the June 13 Board agenda.

Trustees expressed their concerns and asked questions regarding Cox service, servers and switches, funding, grants, staff development, and technology plan. Trustee Alpay requested staff provide the total cost to the District when a core MDF switch fails and staff impact/cost for having to restore it.

The Board recessed to closed session at 5:55 p.m. to discuss CSEA/CUEA/CUMA/ Teamsters negotiations.

President's Report From Closed Session Meeting

The Board reconvened at 6:40 p.m. and Vice President Pritchard reported the following action taken during closed session:

Agenda Item #6A – CSEA/CUEA/CUMA/Teamsters Negotiations: No action was taken.

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

Vice President Pritchard announced the meeting adjourned at 6:41 p.m.

_____
Board Clerk

_____
Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations

Board of Trustees Purchase Order Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....JUNE 29, 2011

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
310001	1	TURNAROUND CONSULTING LLC	Conf:Ins/Instrctn/Kinoshta	2,700.00
310002	1	ASSOC SCHOOL ADMINISTRATORS	Dues&Mmb/Supt /Dstrctwd	1,572.00

2 Purchase Orders $4,272.00

ATTACHMENT 1
(1 of 6)

Board of Trustees Purchase Order Listing
======== Fiscal Year: 2010-11 ========
Board of Trustees Meeting.....JUNE 29, 2011

MELLO ROOS

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

PO No.	Fund	Vendor	Description	Amount
4989	87	CUSD-MELLO ROOS	Serv&Op /Fac Acq /Dstrctwd	47,456.41
	88		Serv&Op /Fac Acq /Dstrctwd	17,256.87
	89		Serv&Op /Fac Acq /Dstrctwd	47,456.39
	92		Serv&Op /Fac Acq /Dstrctwd	21,571.09
	94		Serv&Op /Fac Acq /Dstrctwd	10,785.54
	95		Serv&Op /Fac Acq /Dstrctwd	12,942.65
	98		Serv&Op /Fac Acq /Dstrctwd	47,456.39
	93		Serv&Op /Fac Acq /Dstrctwd	10,785.54
4990	98	ACTION DOOR REPAIR CORPORATION	NonCapEq/Fac Acq /SJHHS	8,198.00
4991	87	PC MALL GOV	SplsNonI/Fac Acq /CVHS	51.19
	98		SplsNonI/Fac Acq /SJHHS	51.19

3 Purchase Orders $224,011.26

ATTACHMENT 1
(2 of 6)

Board of Trustees Purchase Order Listing
======== Fiscal Year: 2010-11 ========
Board of Trustees Meeting.....JUNE 29, 2011

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
305958	1	KAKUDA, BARBARA	Serv&Op /Spch Aud/Dstrctwd	600.00
305959	1	ALPINE ACADEMY	Residtl /NPS /Dstrctwd	325.40
305960	1	FAZELI, FARIBORZ & SURUR	NPS /PuplTran/Dstrctwd	1,394.00
305961	1	CENTRALIA ELEM SCHOOL DISTRICT	Tui:Dist/IntrAgnc/Dstrctwd	9,550.76
305962	1	SCHOLASTIC	InstMtls/Instrctn/Moulton	998.00
305963		VOID	VOID	0.00
305964	1	PITNEY BOWES/PRESORT SERVICES	Cmmnctns/Warehse /Dstrctwd	2,000.00
305965	1	MCMAHAN DESK INC	SplsNonI/SuppSvcs/Dstrctwd	465.45
305966		VOID	VOID	0.00
305967	12	DAVID GRANT INC	Serv&Op /Instrctn/Dstrctwd	973.31
305968	1	DELL COMPUTER	SplsNonI/PuplTran/Dstrctwd	256.80
305969	1	DELL COMPUTER	InstMtls/Instrctn/San Juan	1,590.60
305970	1	APPLE COMPUTER INC	InstMtls/Instrctn/NHMS	257.74
305971	1	APPLE COMPUTER INC	InstMtls/SEOthIns/Dstrctwd	31.54
305972	1	APPLE COMPUTER INC	InstMtls/Instrctn/SMS	85.91
305973		VOID	VOID	0.00
305974	1	APPLE COMPUTER INC	InstMtls/Instrctn/SCHS	85.91
305975	1	STAPLES BUSINESS ADVANTAGE	SplsNonI/Sch Adm /Dstrctwd	131.62
305976	1	APPLE COMPUTER INC	InstMtls/Enterprs/SMS	85.91
305977	1	CDWG Inc	SplsNonI/Sch Adm /CVHS	416.95
305978	1	CDWG Inc	SplsNonI/Sch Adm /Wood Cyn	139.98
305979	1	SEHI COMPUTER	InstMtls/Instrctn/DHHS	300.15
305980	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/VDMMS	543.53
305981	1	APPLIED HUMAN FACTORS	InstMtls/SEOthIns/Dstrctwd	535.91
305982	1	TROXELL COMMUNICATIONS INC	NonCapEq/Instrctn/Barcelon	2,955.61
305983		VOID	VOID	0.00
305984	68	MCMAHAN DESK INC	SplsNonI/Enterprs/Dstrctwd	596.21
305985	1	LOCAL JANITORIAL & VACUUM	Rntl:Oth/Custodil/Dstrctwd	3,000.00
305986		VOID	VOID	0.00
305987	1	FEDERAL EXPRESS CORP	Cmmnctns/Warehse /Dstrctwd	3,262.50
305988	1	IMAGE 2000	InstMtls/Instrctn/LF Elem	87.00
305989	25	ORANGE COUNTY REGISTER	Serv&Op /Fac Acq /Dstrctwd	208.00
305990	68	MCMAHAN DESK INC	SplsNonI/Enterprs/Dstrctwd	298.11
305991	1	DELTA EDUCATION	InstMtls/Instrctn/Wagon Wh	369.17
305992	1	BORDERS BOOKS & GIFTS	SplsNonI/Sch Adm /Dstrctwd	500.00
305993	1	DELL COMPUTER	NonCapEq/SEOthIns/Dstrctwd	1,173.28
305994	1	SAN CLEMENTE HIGH SCHOOL ASB	InstMtls/Instrctn/Dstrctwd	350.00
305995	1	JONES-CAMPBELL CO	PrepdExp/Undesig /Dstrctwd	2,296.63
305996	1	CULVER-NEWLIN INC	PrepdExp/Undesig /Dstrctwd	7,055.55
305997	1	SPICERS PAPER CO	St Rcpts/Undesig /Dstrctwd	3,316.88
305998	1	OFFICE DEPOT	St Rcpts/Undesig /Dstrctwd	2,449.46
305999	12	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Dstrctwd	1,468.20
306000	1	PEARSON K-12 CURRICULUM	Serv&Op /SupvAdmn/Dstrctwd	3,500.00
306001	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	375.00
306002	1	AWARDS 'N MORE	SplsNonI/Pub Info/Dstrctwd	134.58

Board of Trustees Purchase Order Listing
======== Fiscal Year: 2010-11 ========
Board of Trustees Meeting.....JUNE 29, 2011

PO No.	Fund	Vendor	Description	Amount
306003	1	ALL GREEN ELECTRONICS	Serv&Op /TIS /Dstrctwd	8,000.00
306004	1	PAUL ALAN DORES	CnsltNon/PsychSer/Dstrctwd	10,000.00
306005	1	DELL COMPUTER	NonCapEq/Sch Adm /BAMS	1,926.75
306006	1	PAPA	CnfrNonI/M&OResOH/Dstrctwd	80.00
306007	1	SADDLEBACK VALLEY USD	FieldTrp/Instrctn/OsoGrand	432.00
306008	1	NASCO WEST	InstMtls/SDCInstr/MFMS	111.81
306009	1	SCHAEFFER MFG	Ppl Tran/PuplTran/Dstrctwd	5,500.00
306010	1	MIRACLE PLAYGROUND SALES	SplsNonI/RR:Bldgs/Ambuehl	32.59
306011	1	COAST RECREATION INC	SplsNonI/RR:Bldgs/LadraElm	123.88
306012	1	GAMETIME	Rntl:Oth/RR:Bldgs/Las Palm	600.00
306013	1	BETTER BUSINESS RECORDS	SplsNonI/RR:Bldgs/Dstrctwd	10.08
306014	1	BEE MAN	Rntl:Oth/RR:Bldgs/Dstrctwd	800.00
306015	1	1ST JON	Rntl:Oth/RR:Bldgs/SMS	1,145.07
306016	1	DELL COMPUTER	SplsNonI/Bus/Fisc/Dstrctwd	2,883.27
306017	1	CLIMATEC BUILDING TECH GROUP	Rntl:Oth/RR:Bldgs/Oak Grv	720.00
306018	13	HOLLANDIA DAIRY INC.	FdPrshbl/FoodServ/Dstrctwd	275,000.00
306019	13	A & R WHOLESALE DISTRIBUTORS	Amerisrv/FoodServ/Dstrctwd	108,750.00
306020	13	A & R WHOLESALE DISTRIBUTORS	Food Dry/FoodServ/Dstrctwd	10,000.00
306021	1	MISSION VIEJO GLASS	NonCapEq/Instrctn/SJHHS	2,000.00
306022	13	GOLD STAR FOODS	Food Dry/FoodServ/Dstrctwd	20,000.00
306023	13	SYSCO FOOD SERVICES	Food Dry/FoodServ/Dstrctwd	10,000.00
306024	11	AMERICAN COUNCIL ON EDUCATION	Serv&Op /Instrctn/Dstrctwd	550.00
306025	1	EPOLY STAR	St Rcpts/Undesig /Dstrctwd	5,066.88
306026	1	ACSA REGION XVII	CnfrNonI/Supt /Dstrctwd	49.00
306027	1	OPTIMIKX PRODUCTIONS	SplsNonI/Enterprs/SCHS	750.00
306028	1	VAVRINEK TRINE DAY & CO LLP	Serv&Op /Bus/Fisc/Dstrctwd	34,000.00
306029	1	MCGRAW-HILL/SRA	Bks&Ref /SDCInstr/Dstrctwd	7,042.13
306030	1	MCGRAW-HILL/SRA	Bks&Ref /SDCInstr/Dstrctwd	12,110.94
306031	1	MCGRAW-HILL/SRA	Bks&Ref /SDCInstr/Dstrctwd	3,664.66
306032	1	MCGRAW-HILL/SRA	Bks&Ref /SDCInstr/Dstrctwd	6,325.75
306033		VOID	VOID	0.00
306034	1	MCGRAW-HILL/SRA	Bks&Ref /SDCInstr/Dstrctwd	5,680.13
306035	1	MCGRAW-HILL/SRA	Bks&Ref /SDCInstr/Dstrctwd	15,480.79
306036	1	OCDE/MEDIA SERVICES	InstMtls/Instrctn/San Juan	189.28
306037	1	LAKESHORE LEARNING MATERIALS	InstMtls/SEOthIns/Dstrctwd	37.57
306038	1	BOYS TOWN CALIFORNIA INC.	Sub MHBC/NPS /Dstrctwd	47,502.00
306039	1	DEVEREUX CLEO WALLACE	Residtl /NPS /Dstrctwd	4,000.00
306040	1	SPEECH & LANGUAGE DEVEL	NPS /NPS /Dstrctwd	12,358.50
306041	1	JOSTENS	InstMtls/Instrctn/ANHS	162.69
306042	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/PrntPart/Serra	15.00
306043	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/PrntPart/Serra	15.00
306044	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	20.00
306045	1	APPLE COMPUTER INC	NonCapEq/Instrctn/ANHS	1,731.45
306046	1	REEL LINK FILMS	Serv&Op /Instrctn/Dstrctwd	250.00
306047	1	APPLE COMPUTER/AFS ED FINANCE	Debt Ser/Dbt Serv/FNMS	8,272.94
			Debt-Int/Dbt Serv/FNMS	568.12
306048	1	DELL COMPUTER	NonCapEq/Instrctn/Tijeras	2,787.38
306049	1	APPLE COMPUTER INC	NonCapEq/Sch Adm /Don Juan	1,212.11
306050	1	DELL COMPUTER	NonCapEq/Instrctn/Moulton	6,760.31
306051		VOID	VOID	0.00

ATTACHMENT 1
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Board of Trustees Purchase Order Listing
======== Fiscal Year: 2010-11 ========
Board of Trustees Meeting.....JUNE 29, 2011

PO No.	Fund	Vendor	Description	Amount
306052	1	FASTFRAME # 145	InstMtls/Instrctn/Reilly	285.84
306053	1	JEWELL, LAW OFFICE OF MICHAEL	Legal /SupvAdmn/Dstrctwd	2,000.00
306054	1	EVERYTHING MEDICAL	St Rcpts/Undesig /Dstrctwd	365.64
306055	1	APPLE COMPUTER/AFS ED FINANCE	Debt Ser/Dbt Serv/LadraElm	9,965.34
306056	1	DEPT OF GENERAL SERVICES	Serv&Op /Prsnl:HR/Dstrctwd	7,695.00
306057	1	LIFETIME MEMORY PRODUCTS INC	SplsNonI/Sch Adm /AVMS	71.23
306058	1	PROFESSIONAL TUTORS OF AMERICA	CnsltIns/Instrctn/Dstrctwd	1,500.00
306059	1	ILLUMINATE EDUCATION	CnfrNonI/SupvAdmn/Dstrctwd	834.00
306060	1	PROFESSIONAL TUTORS OF AMERICA	CnsltIns/Instrctn/Dstrctwd	25,000.00
			Subagrmt/Instrctn/Dstrctwd	42,341.30
306061	1	MATHNASIUM OF SAN CLEMENTE	CnsltIns/Instrctn/Dstrctwd	15,540.30
306062	1	ACADEMIC ADVANTAGE, THE	CnsltIns/Instrctn/Dstrctwd	21,756.42
306063	1	ORANGE COUNTY DEPT OF EDUC	NonCapEq/Instrctn/MFMS	555.00
306064	1	CALIFORNIA WEEKLY EXPLORER INC	FieldTrp/Instrctn/Bathgate	1,015.00
306065	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	1,858.26
306066	1	DELL COMPUTER	SplsNonI/TIS /Dstrctwd	1,441.63
306067		VOID	VOID	0.00
306068	1	SCHOOL SPECIALTY	PrepdExp/Undesig /Dstrctwd	6,098.63
306069	1	CAPISTRANO SEWING & VACUUM CO	NonCapEq/Instrctn/SJHHS	5,765.85
306070	1	W W GRAINGER INC	SplsNonI/Custodil/Dstrctwd	150,000.00
306071	1	PACIFIC PLUMBING COMPANY OF	Rntl:Oth/RR:Bldgs/NHMS	4,798.00
306072	1	GATEKEEPER SYSTEMS INC.	Rntl:Oth/PuplTran/Dstrctwd	2,000.00
306073	1	SEON DESIGN INC.	Rntl:Oth/PuplTran/Dstrctwd	18,000.00
306074	1	PACWEST AIR FILTER	Rntl:Oth/RR:Bldgs/Dstrctwd	7,938.39
306075	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Ambuehl	450.00
306076	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/AVMS	6,251.48
306077	1	IMAGE 2000	InstMtls/Instrctn/Marblehd	552.45
306078	1	CLEAN ENERGY	Ppl Tran/PuplTran/Dstrctwd	12,500.00
306079	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Palisade	2,855.85
306080	1	ORANGE COUNTY DEPT OF EDUC	Serv&Op /HlthServ/Dstrctwd	9,044.00
306081	1	SPEECH LANGUAGE, THE	CnsltIns/SEOthIns/Dstrctwd	4,000.00
306082	1	SALLER LEP, DENNIS I	CnsltNon/PsychSer/Dstrctwd	3,500.00
306083	1	EDUCATIONAL RESOURCES	SplsNonI/SupvAdmn/Dstrctwd	65.20
306084	1	PC MALL GOV	SplsNonI/SupvAdmn/Dstrctwd	108.76
306085		VOID	VOID	0.00
306086	1	RED ROCK CANYON SCHOOL	Sub MHBC/NPS /Dstrctwd	4,400.00
306087	1	PRO PHOTO CONNECTION INC	InstMtls/Instrctn/SCHS	1,126.78
306088	1	MOE, KENNETH L	SplsNonI/Sch Adm /SMS	466.18
306089	1	LAGUNA BEACH SCHOOL DIST	Tui:Dist/IntrAgnc/Dstrctwd	11,210.00
306090	1	MC CORMICK SOFTWARE AVENUE	NonCapEq/Instrctn/SJHHS	1,524.00
306091	1	HENSON, TOM	InstMtls/Instrctn/ANHS	824.77
306092	1	GARY GREENE	CnsltNon/PsychSer/Dstrctwd	400.00
306093	1	ART MASTERS INC	CnsltIns/Instrctn/Marblehd	240.00
306094	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	11,948.09
306095	1	DISCOUNT SCHOOL SUPPLY	PrepdExp/Undesig /Dstrctwd	934.87
306096	1	SMART & FINAL IRIS #399	SplsNonI/Sch Adm /MFMS	1,000.00
306097	1	MARCO FORSTER MS/ASB	InstMtls/Instrctn/MFMS	517.01
306098	1	OFFICE DEPOT	SplsNonI/Sch Adm /Serra	26.89
306099	1	CUSD	Serv&Op /PuplTran/Dstrctwd	1,200.00
306100	1	BETTER BUSINESS RECORDS	SplsNonI/RR:Bldgs/Dstrctwd	81.84

Board of Trustees Purchase Order Listing
======== Fiscal Year: 2010-11 ========
Board of Trustees Meeting.....JUNE 29, 2011

PO No.	Fund	Vendor	Description	Amount
306101	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Barcelon	550.00
306102	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/SCHS	5,539.00
306103	1	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/Malcom	8,201.72
306104	1	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/Del Obis	1,375.31
306105	1	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/Ambuehl	981.34
306106	1	OFFICE DEPOT	St Rcpts/Undesig /Dstrctwd	1,205.82
306107	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	255.78
306108	1	APPLE COMPUTER INC	NonCapEq/SEOthIns/Dstrctwd	760.16
306109	1	PC MALL GOV	SplsNonI/PuplTran/Dstrctwd	226.15
306110	1	DON JOHNSTON INC	InstMtls/SEOthIns/Dstrctwd	226.41

144 Purchase Orders $1,110,259.42

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WARRANT LISTING

Board of Trustees Warrant Listing
======== Fiscal Year: 2010-11 ========
Board of Trustees Meeting.....06/29/11

Warrant Number	Name of Payee	Reference Number	Amount
163539	BERGMAN & DACEY INC	PO-302721	2,175.00
163540	BOWIE ARNESON WILES &	PO-302720	11,014.90
163541	MOULTON NIGUEL WATER	PO-300465	2,927.41
163542	SAN DIEGO GAS & ELECTRIC	PO-300464	42,461.89
163543	SANTA MARGARITA WATER	PO-300463	7,120.27
163544	SO CAL GAS CO	PO-300274	7,591.96
163545	SO COAST WATER DIST	PO-300462	1,353.11
163546	ADAMS, KARA	PV-014869	271.12
163547	BANH, JULIE/NAM	PV-014870	732.89
163548	BARNARD, ERIC & JENNIFER	PV-014871	140.93
163549	BECERRIL, ARTURO OR BLANCA	PV-014872	56.14
163550	BELLOMO, PHILIP &/OR KATHY	PV-014873	248.72
163551	BERTOLA, ANGELO OR SANDRA	PV-014874	369.86
163552	BIRTCH, RANDY OR LAURA	PV-014875	200.41
163553	BLACKABY, ELIZABETH	PV-014876	277.61
163554	BLANK, ALLEN OR AMY	PV-014877	196.82
163555	BODO, JOHN & TERA	PV-014878	327.51
163556	BOGUSIEWICZ, STEVEN OR KELLY	PV-014879	259.70
163557	BORAZJANI, ANAHITA	PV-014881	671.58
163558	BOYD, VALERIE	PV-014880	87.98
163559	BOYER, DAVID OR MELISSA	PV-014882	62.98
163560	BRESSLER, ERIC & KATHY	PV-014883	155.15
163561	BUI, HONG	PV-014884	896.51
163562	CLARK, BRIAN OR YOLANDA	PV-014885	347.62
163563	CUHADAROGLU, MEHMET OR BELGIN	PV-014886	738.68
163564	DIAZ, JOSE & MEREDITH	PV-014887	200.43
		PV-014888	146.98
163565	DICK, CRAIG OR BILLIE	PV-014889	204.00
163566	DIXON, KEN OR SHAUNA	PV-014890	209.71
163567	EASTMAN, STEPHEN OR TARA	PV-014891	343.39
163568	GAU, MARY	PV-014892	139.94
163569	GIDEONS, CHRIS OR VALLI	PV-014893	385.48
163570	GRISHAM, JEFFREY & MELINDA	PV-014894	142.31
163571	GUZMAN GARCIA, OMAR	PV-014895	203.35
163572	HADDAD, MIKE OR BECKY	PV-014896	139.94
163573	HALL, SHANELLE	PV-014897	105.10
163574	HAMEED, SHAWN	PV-014898	230.11
163575	HARRAMAN, RUSSEL & IVANA	PV-014899	184.21
163576	HENRY, SAMANTHA	PV-014900	153.41
163577	HOGGATT, ROBERT/VERONICA	PV-014901	158.51
163578	HOWELLS, SHERI	PV-014902	740.28
163579	HYLTON, CHRIS OR HERMINIA	PV-014903	149.02
163580	JACKSON, JENNIFER	PV-014904	287.62
163581	JACOB, ISAIAS OR DONNA VIDALES	PV-014905	153.29
163582	JAMES, JUSTIN & ARLEN	PV-014906	65.18

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Board of Trustees Warrant Listing
======== Fiscal Year: 2010-11 ========
Board of Trustees Meeting.....06/29/11

Warrant Number	Name of Payee	Reference Number	Amount
163583	JARRELL, INESSA OR KEVIN	PV-014907	66.26
163584	JOHANNES, JENNETTE	PV-014908	392.41
163585	KENDER, GREGORY OR TINA	PV-014909	140.68
		PV-014913	202.23
163586	KESSLER, MARIA	PV-014911	98.25
		PV-014914	315.79
163587	LAW, YUET	PV-014915	158.30
163588	LEVIN, PAUL	PV-014916	202.04
163589	LEWIS, CHRIS OR CAREEN	PV-014917	601.70
163590	MACIBORSKI, MIKE OR STEPHANIE	PV-014918	112.77
163591	MALDONADO, RON OR JENNILYN	PV-014919	99.66
163592	MARTIN, PETER/NORMA	PV-014920	22.85
163593	MC EACHRAN, KYLE OR MELISSA	PV-014921	152.27
163594	MC KEAGUE, JOHN & SHARON	PV-014922	229.91
		PV-014923	139.94
163595	MICHEL, WALTER &/OR NANCY	PV-014926	186.21
163596	MIKKELSON, JAMES OR NICOLE	PV-014927	1,350.56
163597	ORTIZ, VICTOR & BRANDY	PV-014928	677.91
163598	PAUL, PUJA	PV-014929	1,268.11
		PV-014949	199.24
163599	PETRONIS, NICHOLAS OR LORENA	PV-014930	326.32
163600	POSNER, JEFF OR CARLA	PV-014931	181.48
163601	QUENGA, JOSEPH OR TRACY	PV-014932	243.27
163602	REDING, CLARE & SHAD	PV-014933	142.31
163603	REISNER, GARRY OR SHELAGH	PV-014934	841.09
163604	RICHMOND, HEIDI	PV-014935	256.71
163605	RODAS, PHILLIP AND CAROLYN	PV-014936	204.55
163606	ROHDE, JAN &/OR JOY	PV-014937	100.86
163607	ROLING, ROGER OR MIKAIL	PV-014938	381.93
163608	ROTH, JAY &/OR KERI	PV-014939	244.47
163609	SHOOK, SIAN	PV-014941	222.77
163610	SOULLIERE, PATRICIA	PV-014924	16.28
		PV-014925	37.21
163611	STAFFIERI, MICHAEL OR ELIZABET	PV-014942	591.29
163612	STEBENNE, STUART/LISA	PV-014943	283.36
163613	VON DWINGELO, ANTHONY/ELIZABET	PV-014944	144.82
163614	WILLIAMS, GINI	PV-014945	141.08
163615	WILLIAMS, JOHN OR NERESSA	PV-014947	261.12
		PV-014948	48.96
163616	ZABALA, DANIEL & JACQUELINE	PV-014946	88.94
163617	BOWERS KIDSEUM	PO-305692	840.00
163618	HERITAGE MUSEUM OF OC	PO-302810	577.00
163619	IRVINE RANCH OUTDOOR EDU CTR	PO-302901	1,710.00
163620	JFK TRANSPORTATION CO INC	PO-305687	700.00
163621	MARTINEZ, MODESTA	PV-014950	21.00

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Board of Trustees Warrant Listing
======== Fiscal Year: 2010-11 ========
Board of Trustees Meeting.....06/29/11

Warrant Number	Name of Payee	Reference Number	Amount
163622	PAPA	PV-014951	80.00
163623	SALAS, GABRIELA	PV-014952	17.00
163624	WALTON, MARCUS	PV-014953	189.42
163625	CARLISLE, TERESA	PV-014954	19.38
163626	COLLINGS, JANICE	PV-014955	68.34
163627	COPPAGE, CARRI	PV-014956	62.22
163628	CRUZ, DELIA	PV-014957	269.00
163629	GONG, PHOEBE	PV-014958	130.05
163630	GONZALEZ, DOLORES	PV-014959	2.04
163631	HEUSER, RACHEL	PV-014960	235.62
163632	HIGHTOWER, SHERLIN	PV-014961	85.68
163633	KIMINAS, ANTHONY	PV-014962	134.64
163634	KLISTER, PAMELA	PV-014963	46.41
163635	MAGWOOD, DONNA KATHERINE	PV-014964	33.66
163636	MALONE, JULEE	PV-014965	157.08
163637	MCCORMICK, LENORE	PV-014967	17.34
163638	MEISSNER, ANDREA	PV-014968	235.62
163639	MENDEL, LINDA	PV-014969	119.34
163640	O'KANE, MONIKA	PV-014970	35.70
163641	PAYNE, JULIE	PV-014975	21.42
163642	POWELL, CHRISTOPHER	PV-014977	75.48
163643	SCHROEDER, JANICE	PV-014978	35.70
163644	SCOTT, RYAN	PV-014979	28.05
163645	SHAPLAND, CHERYL	PV-014980	125.97
163646	STRICKLAND, GERRY	PV-014981	103.02
163647	TALILI, MAILUMAI	PV-014982	48.96
163648	WALDERS, BRANNON	PV-014983	3.06
163649	WHALEN, ANDREA	PV-014984	111.69
163650	WIEDEMAN, LORI	PV-014985	105.57
163651	COPE, MARY	PV-014986	168.30
163652	ARAMARK	PO-300961	844.38
163653	DEPT IND RELATION (ACCOUNTING)	PO-302655	450.00
163654	DISCOUNT OFFICE SERVICES	PO-301662	78.44
163655	FRICTION MATERIALS CO.	PO-305401	2,383.07
163656	HIRSCH PIPE & SUPPLY	PO-304038	660.54
163657	JOHNSTONE SUPPLY	PO-304910	10,478.43
163658	KCSOS	PO-305476	600.00
163659	KELLY PAPER COMPANY	PO-300246	825.31
163660	LAKESHORE	PO-302230	281.04
163661	THE CURRICULUM PROJECT INC	PO-305175	24.95
163662	CREATIVE IMAGES	PO-304995	45.68
163663	AT&T	PO-300468	20.99
163664	MERIDIAN EDUCATION CORP	PV-014987	7.00

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Board of Trustees Warrant Listing
======== Fiscal Year: 2010-11 ========
Board of Trustees Meeting.....06/29/11

Warrant Number	Name of Payee	Reference Number	Amount
163665	OFFICE DEPOT	PO-302252	274.28
		PO-304592	174.33
		PO-305235	199.07
		PO-305297	3,641.47
		PO-305745	3,980.25
163666	PAC TYPEWRITER & COMM	PO-304619	1,290.00
163667	PITNEY BOWES	PO-300254	508.00
163668	PRUDENTIAL OVERALL SUP	PO-300256	102.98
		PO-301004	41.60
163669	QUALITY TOWING	PO-301105	80.00
163670	RUSCO INC	PO-304026	581.36
163671	TIFCO INDUSTRIES	PO-301221	688.33
163672	TRUCPAR CO	PO-301225	978.15
163673	WAL MART COMMUNITY	PO-302895	259.70
163674	WAL MART COMMUNITY	PO-301189	294.56
		PO-302613	8.76
		PO-303677	223.71
		PO-305120	884.20
		PO-305376	478.61
163675	XPEDX	PO-300261	504.82
163676	ZEP MANUFACTURING CO	PO-301110	470.30
163677	OFFICE DEPOT	PO-300058	246.19
163678	WAL MART COMMUNITY	PO-300188	103.80
		PO-301523	111.48
		PO-301526	204.27
		PO-301528	335.81
163679	WAL MART COMMUNITY	PO-301524	151.01
		PO-301722	204.05
		PO-301850	210.88
163680	AUTISM BEHAVIOR CONSULTANTS	PO-301966	5,906.50
163681	CENTER FOR GRANTS & EVALUATION	PO-304648	2,100.00
163682	CREATIVE GYMNASTICS	PO-302894	1,500.00
163683	EDUCATIONAL BASED SERVICES	PO-301944	5,600.00
163684	GARCIA, IRMA	PO-301937	9,331.20
163685	HILL REHABILITATION SERVICES	PO-305298	8,032.50
163686	LEISURE CARE NURSES REGISTRY	PO-301345	5,301.00
163687	ORANGE CTY DEPT EDUC	PO-301638	331,048.08
163688	RAINS, SANDY AND MAYNARD	PO-304437	75.00
163689	STEIN, CHRISTINE E	PO-302037	312.00
163690	STUTZ ARTIANO SHINOFF & HOLTZ	PO-301913	91.51
		PO-304850	6,311.05
163691	ACADEMIC CHESS	PV-014988	25,203.50
		PV-014993	1,861.47
163692	BRAIN BUILDERS EDUC PROGRAMS	PV-014994	66.50
163693	CREATIVE GYMNASTICS	PV-014996	396.00

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Board of Trustees Warrant Listing
======== Fiscal Year: 2010-11 ========
Board of Trustees Meeting.....06/29/11

Warrant Number	Name of Payee	Reference Number	Amount
163694	DOUGHERTY, PAULA	PV-014990	535.50
163695	H2O SPOT	PV-014989	717.50
163696	PAYNE, JODY	PV-014995	747.60
163697	SAFFORD, MARGARET E	PV-014991	3,790.00
163698	THIFFAULT, RONDA LEE	PV-014992	266.00
163699	GARCIA, IRMA	PO-301937	2,188.80
163700	STEIN, CHRISTINE E	PO-302037	2,808.00
163701	ZOOMERANG	PO-300235	149.00
163702	DAVID TAUSSIG ASSOC INC	PO-302719	141.05
		PO-302724	630.00
163703	GEORGE COOPER RUDOLPH ATTORNEY	PO-303624	24,861.25
163704	ORANGE CTY DEPT EDUC	PO-301673	4,146.57
163705	SAN DIEGO GAS & ELECTRIC	PO-300464	48,494.69
163706	SANTA MARGARITA WATER	PO-300463	8,200.86
163707	SO CAL GAS CO	PO-300274	993.55
163708	SOUTHERN CALIFORNIA EDISON	PO-301282	10,193.04
163709	AT&T-CALNET2	PO-304924	25,018.33
163710	MAILFINANCE	PO-300239	907.73
163711	MAYER-JOHNSON CO	PO-304885	479.00
163712	MEDCO SUPPLY INC	PO-305522	1,914.59
163713	MOORE'S SEWING MACHINE	PO-300396	39.95
163714	NEUPAC RESOURCES INC	PO-300259	793.20
163715	OPTIMIKX PRODUCTIONS	PO-305920	9,816.14
		PO-306027	750.00
163716	OVER NIGHT NUMBERING	PO-305523	154.50
163717	PACIFIC GO NATURAL GAS	PO-305017	4,542.72
163718	PRIORITY MAILING SYSTEMS	PO-300260	57.44
163719	PSYCHEMEDICS	PO-300678	55.50
163720	QUALITY TOWING	PO-301105	113.00
163721	RESILITE SPORTS PRODUCTS	PO-305777	225.16
163722	SCHOOL OUTFITTERS.COM	PO-304376	428.36
163723	SMOG EXPRESS	PO-301102	59.95
163724	SOUTHWEST SCHOOL SUPPLY	-	
		PO-300059	683.27
		PO-300103	197.06
		PO-300104	44.78
		PO-300129	114.66
		PO-300162	354.24
		PO-300164	538.99
		PO-300553	217.92
		PO-300618	126.79
		PO-300620	2,204.03

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Board of Trustees Warrant Listing
======== Fiscal Year: 2010-11 ========
Board of Trustees Meeting.....06/29/11

Warrant Number	Name of Payee	Reference Number	Amount
163725	SOUTHWEST SCHOOL SUPPLY	-	
		PO-300664	384.15
		PO-300665	24.18
		PO-300740	435.81
		PO-300747	119.28
		PO-300748	206.04
		PO-300798	108.33
		PO-300807	145.68
		PO-300809	120.39
		PO-300811	444.09
		PO-300812	89.80
		PO-300822	1,627.26
163726	SOUTHWEST SCHOOL SUPPLY	-	
		PO-300822	157.59
		PO-301014	254.35
		PO-301238	548.01
		PO-301554	98.07
		PO-301556	999.71
		PO-301622	912.16
		PO-301656	35.03
		PO-301688	158.89
		PO-301738	601.65
		PO-301762	355.12
		PO-301804	79.19
		PO-301852	188.57
		PO-301870	148.73
		PO-302610	148.95
		PO-302994	220.69
		PO-303077	224.80
		PO-303093	49.76-

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Board of Trustees Warrant Listing
======== Fiscal Year: 2010-11 ========
Board of Trustees Meeting.....06/29/11

Warrant Number	Name of Payee	Reference Number	Amount
163727	SOUTHWEST SCHOOL SUPPLY	-	
		PO-303093	303.79
		PO-303452	27.01
		PO-304149	1,027.55
		PO-304246	427.15
		PO-304424	159.99
		PO-304583	97.86
		PO-304595	229.08
		PO-304997	220.01
		PO-305107	60.19
		PO-305164	81.27
		PO-305199	20.37
		PO-305433	156.01
		PO-305701	107.17
		PO-305702	56.90
		PO-305707	776.13
		PO-305708	372.82
		PO-305710	118.96
		PO-305713	1,231.29
		PO-305714	29.44
		PO-305717	748.07
		PV-015020	11.97
163728	SOUTHWEST SCHOOL SUPPLY	PV-015021	9.95
163729	SOUTHWEST STRINGS	PO-305681	218.75
163730	TEACHER DIRECT	PO-304681	30.00
163731	THERAPRO	PO-304704	175.78
163732	TRANSTRAKS	PO-305808	1,500.00
163733	TRUCPAR CO	PO-301225	1,371.01
163734	TUTTLE-CLICK FORD	PO-301224	425.23
163735	VALIANT IMC	PO-305023	236.90
163736	OFFICE DEPOT	PO-303924	155.64
163737	MCMAHAN DESK INC	PO-303640	442.61
		PO-304015	394.35
		PO-304160	445.27
		PO-304295	466.80
		PO-304441	681.86
163738	ALPINE ACADEMY	PO-305959	325.40
163739	AUTISM SPECTRUM THERAPIES	PO-301968	1,682.50
163740	CENTRALIA ELEM SCHOOL DISTRICT	PO-305961	9,550.76
163741	CLIFFORD, JACK & SUSAN	PO-304131	119.83
163742	CREATIVE PATHWAYS TO	PO-302152	9,600.00
163743	FAMILY LIFE CENTER BODEGA	PO-304135	2,123.40
163744	FAZELI, FARIBORZ & SURUR	PO-305960	553.08
163745	KAKUDA, BARBARA L.AND DEAN	PO-303133	200.00
163746	LANGUAGE NETWORK	PO-300495	639.69

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Board of Trustees Warrant Listing
======== Fiscal Year: 2010-11 ========
Board of Trustees Meeting.....06/29/11

Warrant Number	Name of Payee	Reference Number	Amount
163747	LAW OFFICES OF MICHELLE ORTEGA	PO-305889	6,800.00
163748	LEVIN, DR EUGENE	PO-301496	127.50
163749	MC ILVAIN, PATRICK & STEPHANIE	PO-304133	2,300.20
163750	ORANGE CTY TESTING SERV	PO-300889	100.00
163751	PATTERSON, PAMELA	PO-301634	1,331.83
163752	PAUL ALAN DORES	PO-305211	1,600.00
		PO-306004	2,800.00
163753	SANDOR, LASZLO/COURTENAY	PO-302679	965.99
163754	SCHWING, STEVE & KIM	PO-303713	1,288.00
163755	SPEECH & LANGUAGE DEVEL	PO-301364	4,486.75
		PO-301365	4,345.75
		PO-305077	5,962.00
		PO-305136	7,438.00
		PO-305137	7,764.00
163756	WERTHEIMER-GALE & ASSOCIATES	PO-303951	468.00
		PO-303953	52.00
		PO-304832	468.00
163757	A Z BUS SALES INC	PO-305381	4,396.48
163758	ABDO-SPOTLIGHT-MAGIC WAGON	PO-305561	398.95
		PO-305562	398.95
		PO-305563	398.95
163759	ACCURATE AIR ENGINEERING INC	PO-300700	595.39
163760	ALISO NIGUEL AUTO CARE	PO-305360	454.47
		PO-305852	2,840.41
163761	ALISO VIEJO AUTO SERVICE	PO-305379	698.52
163762	ALL PRO SOUND	PO-305221	4,061.04
163763	ANAHEIM BAND INSTRUMENTS	PO-304999	123.52
163764	ASCD	PO-304787	556.54
163765	ASSOC BUSINESS PRODUCTS	PO-305788	215.33
163766	AT BATTERY COMPANY	PO-305192	215.30
163767	AUDIO DYNAMIX	PO-305570	6,454.31
163768	B & H PHOTOGRAPHY	PO-305377	170.10
		PO-305495	3,499.00
		PO-305496	158.37
		PO-305774	1,916.00
163769	BADEN SPORTS INC	PO-305515	110.27
163770	BARRETT-ROBINSON INC	PO-305310	1,623.32
163771	BETTER BUSINESS RECORDS	PO-306013	10.08
163772	BEYOND PLAY	PO-305333	60.28
163773	BOYCE INDUSTRIES	PO-300430	396.94
163774	BRIGHT SOLUTIONS FOR DYSLEXIA	PO-305358	348.26
		PO-305359	3,303.25
163775	CAESAR'S APPLIANCE	PO-300317	239.67
		PO-305341	139.86

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Board of Trustees Warrant Listing
======== Fiscal Year: 2010-11 ========
Board of Trustees Meeting.....06/29/11

Warrant Number	Name of Payee	Reference Number	Amount
163776	CAMCOR INC	PO-305243	558.85
		PO-305411	38.10
		PO-305492	833.52
		PO-305547	2,235.42
		PO-305683	3,353.13
		PO-305771	660.92
		PO-305775	411.82
		PO-305781	903.45
163777	CCS PRESENTATION SYSTEMS INC	PO-305685	5,937.75
163778	CDW GOVERNMENT	PO-305555	527.72
163779	CHEFS TOYS	PO-302753	739.38
163780	CITY OF MISSION VIEJO	PO-305080	15,616.89
163781	AMERICAN COUNCIL ON EDUCATION	PO-306024	550.00
163782	BUDGETEXT CORP	PO-304610	738.41
163783	CDW GOVERNMENT	PO-305631	63.50
163784	1ST JON	PO-300343	262.87
		PO-303922	882.20
163785	B & H PHOTOGRAPHY	PO-305762	89.00
163786	CA STOCK MARKET SIMULATION	PO-305007	510.00
163787	DEMCO INC	PO-305071	165.95
		PO-305328	277.31
163788	DEVELOPMENTAL STUDIES CT	PO-305556	1,214.29
		PO-305557	1,214.29
		PO-305559	1,214.29
163789	DICK'S SPORTING GOODS	PO-305183	508.82
163790	DISCOUNT OFFICE SERVICES	PO-301609	19.22
		PO-305691	289.78
		PO-305953	20.55
		PO-305954	13.28
163791	EVERYTHING MEDICAL	PO-305746	2,237.50
163792	F SOLUTIONS	PO-305830	2,625.55
163793	FISHER SCIENTIFIC	PO-305339	66.84
163794	FLEET SERVICE SPECIALIST LLC	PO-305363	2,196.48
163795	FLINN SCIENTIFIC INC	PO-305676	1,677.45
163796	FOLLETT LIBRARY RESOURCES	PO-305127	327.92
		PO-305203	486.49
		PO-305275	6,913.41
163797	FREESTYLE PHOTO SUPPLIES	PO-305395	384.10
163798	GLASS SPECTRUM	PO-300749	358.16
163799	GLEN PRODUCTS	PO-303061	1,058.79
163800	GOPHER ATHLETIC/SPORTS	PO-305278	76.36
		PO-305696	126.76
163801	GOV CONNECTION INC	PO-305549	308.85
163802	GRAPHIC SYSTEMS	PO-300255	3,135.17
163803	GREAT SOURCE EDUC DIV OF	PO-305434	225.53

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Warrant Number	Name of Payee	Reference Number	Amount
163804	HAAN CRAFTS	PO-300849	195.75
163805	HITT MARKING DEVICE	PO-305697	38.25
		PO-305698	31.56
163806	HORN IMPROVEMENT MUSIC CENTER	PO-305759	1,638.10
163807	IMAGE 2000	PO-300165	395.55
		PO-305679	469.81
		PO-305779	200.00
		PO-305988	85.12
163808	IMAGEMARKET.COM	PO-303755	694.80
163809	KAPLAN EARLY LEARNING CO.	PO-305667	286.47
163810	KELLY PAPER COMPANY	PO-300246	3,804.43
163811	LAKESHORE	PO-302230	26.11
163812	LAKESHORE LEARNING MATLS	PO-305498	222.57
163813	LINGUI SYSTEMS INC	PO-305276	59.90
		PO-305610	43.95
		PO-305618	89.95
163814	EDUCATIONAL TESTING SERVICE	PO-305925	1,891.00
163815	DISCOUNT OFFICE SERVICES	PO-305869	260.82
163816	PACIFIC MOBILE HOME CONS	PO-303519	55.65
		PO-304208	4,113.90
		PO-305253	5,532.00
163817	THE BANK OF NEW YORK TRUST CO	PO-303460	55,262.72
163818	BENS ASPHALT	PO-301982	449.96
163819	PACIFIC ROOFING SYSTEMS	PO-304717	6,326.75
		PO-304945	8,452.30
163820	CAPISTRANO UNIFIED SCHOOL DIST	PO-300172	56,114.41
163821	BEJARANO, CRYSTAL F	PV-015008	38.00
163822	DEITCH, RACHEL	PV-015009	5.00
163823	GORDON, AMANDA	PV-015010	61.00
163824	HENSON, TOM	PV-015011	824.77
163825	JIANG, T LOREN	PV-015012	2.00
163826	MAGHSOODLOO, SAWYEH	PV-015013	5.00
163827	MOE, KENNETH L	PV-015014	466.18
163828	RADER, MELINDA	PV-015015	83.90
163829	RIOS, OLIVIA	PV-015016	20.00
163830	STRICKLAND, GERRY	PV-015017	143.58
163831	TANNER, BAILEY	PV-015018	84.00
163832	BLAND, LISA	PV-015019	164.22
163833	BROOKMAN, JOSEPH	PV-015022	677.28
163834	CRAW, SARA JO	PV-015023	97.44
163835	DIXON, AURORA	PV-015024	38.25
163836	EDEN, CRIS	PV-015026	18.36
163837	EVANS, LAURA	PV-015027	295.48
163838	FETTIS, ANNETTE	PV-015028	24.48
163839	KAPLAN, PAUL M	PV-015029	29.58

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Warrant Number	Name of Payee	Reference Number	Amount
163840	PETERSON, DEBRA	PV-015031	78.03
163841	ROSE, LINDA	PV-015032	69.81
163842	SHUMATE, DAGMAR	PV-015033	165.24
163843	STOFFEL, DAVID E	PV-015034	46.92
163844	WARD, KERBY	PV-015035	276.92
163845	WHALEN, ANDREA	PV-015036	173.40
163846	WHITE, BRANDI	PV-015037	86.70
163847	WOBST, JUDY	PV-015038	13.26
163848	KRAUSE, MATTHEW	PV-015030	122.91
163849	ACE TUTORING	PO-303380	3,275.00
163850	APPLE COMPUTER INC	PO-305174	126.15
163851	ATKINSON ANDELSON LOYA	PO-302542	10,747.79
163852	BROWN, KAREN	PO-305587	87.60
163853	CHANNING L BETE CO INC	PO-305338	1,019.10
163854	CREATIVE GYMNASTICS	PO-302894	1,500.00
163855	DEBRA HOROWITZ	PO-304652	100.00
163856	DELL MARKETING L P	PO-304496	89.78
		PO-305169	399.30
		PO-305452	925.93
163857	FAGEN FRIEDMAN FULFROST LLP	PO-305824	150.00
163858	MELISSA KOBA	PV-015040	770.00
163859	SALWENDER, JENNIFER	PO-305586	358.78
163860	SHOUP, GARY	PO-305686	327.15
163861	TOTAL EDUCATION SOLUTIONS	PO-303384	371.00
163862	VAVRINEK TRINE DAY & CO LLP	PO-306028	20,058.00
163863	YMCA OF ORANGE COUNTY	PO-301455	19,536.53
163864	BUCKMAN, JENNIFER	PV-015045	188.76
163865	CROSS, MELINDA	PV-015047	201.00
163866	DANENHAUER, JENNIFER	PV-015048	235.31
163867	ELLIOTT, CHRISTIE	PV-015049	258.87
163868	GINSBERG-BROWN, CLAUDIA	PV-015044	21.42
163869	HALL, SHELLEY A.	PV-015050	217.65
163870	MUNSON, ALYSON	PV-015055	488.00
163871	PRITCHARD, GARY	PV-015052	40.29
163872	RUBY-KORAN, CHERYL	PV-015051	30.60
163873	SHAPLAND, CHERYL	PV-015053	53.36
163874	WILHELM, BARBARA	PV-015056	179.00
163875	COX, PAT	PV-015046	84.60
163876	AMERICAN LOGISTICS COMPANY LLC	PO-301372	9,660.00
163877	COUNTY OF ORANGE	PO-303322	300.00
163878	JFK TRANSPORTATION CO INC	PV-015041	3,136.50
163879	MISSION SAN JUAN CAPISTRANO	PO-305957	1,008.00
163880	SADDLEBACK VLY SCH DIST	PO-303877	1,608.00
		PO-306007	432.00
163881	SCIENCE ON THE GO INC	PO-304869	700.00

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Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
163882	SOUTHERN CALIFORNIA GRAY LINE	PV-015039	1,816.25
163883	XEROX CORPORATION	PO-302224	321,985.70
		PO-302225	25,571.66
163884	Capistrano Connections Academy	PV-015042	59,086.57
163885	OPPORTUNITY FOR LEARNING	PV-015043	7,625.30
163886	MOBILE MODULAR	PO-300278	610.00
163887	ADVANTAGE RADIATOR	PO-300713	150.00
163888	AIR CONDITIONING CONTROL SYS	PO-300090	433.33
163889	ALISO NIGUEL AUTO CARE	PO-305852	950.16
163890	ALISO VIEJO AUTO SERVICE	PO-305379	473.96
163891	ARAMARK	PO-300961	846.45
163892	ATG - DESIGNING MOBILITY INC	PO-304182	3,165.99
163893	BAUDVILLE	PO-305329	324.29
163894	BENCHMARK EDUCATION COMPANY	PO-305322	319.44
163895	BEYOND PLAY	PO-305891	113.14
163896	BIOMETRICS4ALL INC	PO-304572	2.25
163897	C D T INC.	PO-301908	165.00
163898	CAESAR'S APPLIANCE	PO-305341	115.00
163899	CAL-STATE AUTO PARTS INC	PO-300965	1,330.79
163900	CALIFORNIA AQUARIUM CONSULTANT	PO-304096	1,997.83
163901	CALIFORNIA WEEKLY EXPLORER INC	PO-305730	1,025.00
163902	CALIFORNIA WESTERN VISUALS	PO-305378	2,195.66
		PO-305550	2,431.65
		PO-305554	607.91
		PO-305564	1,215.83
		PO-305684	3,647.48
		PO-305772	977.66
		PO-305778	2,431.65
163903	CAMBRIDGE SPEECH AND	PO-305626	189.23
163904	CAMCOR INC	PO-305407	361.54
163905	CAPISTRANO GOLF CARS	PO-305083	740.07
163906	CDW GOVERNMENT	PO-305977	375.23
		PO-305978	102.29
163907	CHEVROLET OF IRVINE	PO-301231	3,781.21
163908	CINTAS	PO-300681	98.50
163909	CINTAS CORP	PO-300320	1,856.44
		PO-301205	135.48
163910	CINTAS FIRST AID & SAFETY	PO-300321	333.57
163911	CLARK SECURITY PRODUCTS	PO-300322	3,895.10
163912	CLASSROOM DIRECT	PO-305269	170.90
163913	COULTER VIDEO	PO-305599	151.16
163914	CURRICULUM ASSOCIATES, LLC	PO-305611	190.45
163915	DENAULT'S	PO-302451	228.32
163916	DENAULT'S HARDWARE	PO-300711	87.79
		PO-305344	104.76

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Warrant Number	Name of Payee	Reference Number	Amount
163917	DEPT IND RELATION (ACCOUNTING)	PO-302655	1,150.00
163918	DISCOUNT OFFICE SERVICES	PO-305700	232.03
163919	DUNN-EDWARDS CORP	PO-305082	1,458.66
163920	EPS-SCHOOL SPECIALITY	PO-305629	986.59
163921	ARROWHEAD WATER	PO-301541	34.92
		PO-301542	37.11
163922	DAVID GRANT INC	PO-305967	973.31
163923	COX COMMUNICATIONS	PO-305497	710.23
163924	NASCO WEST	PO-305614	282.19
163925	NEW PIG	PO-300981	596.00
163926	OFFICE DEPOT	CM-010126	74.97-
		PO-304592	474.73-
		PO-305689	2,985.80
163927	ONE STOP BINDERY	PO-304782	57.50
163928	PRAXAIR	PO-305441	2,880.98
163929	PRO PHOTO CONNECTION INC	PO-305231	1,951.53
163930	PRUDENTIAL OVERALL SUP	PO-300256	85.45
163931	REAL VOLLEYBALL	PO-305123	866.53
163932	RENAISSANCE LEARNING	PO-303857	52.00
		PO-304371	398.31
		PO-304697	195.97
		PO-304698	347.13
		PO-305195	196.08
		PO-305196	817.55
163933	RENAISSANCE LEARNING INC.	PO-304688	2,252.03
163934	RENAISSANCE LEARNING INC	PO-304925	2,968.01
		PO-305594	196.20
163935	RICKS TRAILER SUP	PO-301103	114.01
163936	SCHAEFFER MFG	PO-301222	2,989.22
		PO-306009	5,359.54
163937	SCHOOL SPECIALTY	PO-304889	488.56
163938	SEHI COMPUTER	PO-304435	252.47
		PO-305979	305.15
163939	SIMPLEX GRINNELL LP	PO-304017	4,344.00
163940	SMOG EXPRESS	PO-301102	74.70
163941	SOUTH COAST ANSWERING SERVICE	PO-300477	251.51
163942	SOUTH COAST MEDICAL GROUP	PO-300676	850.00
		PO-300677	100.00

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Warrant Number	Name of Payee	Reference Number	Amount
163943	SOUTHWEST SCHOOL SUPPLY	CM-010127	52.87-
		PO-300059	15.65
		PO-300552	141.69
		PO-300618	1,209.01
		PO-300620	18.42-
		PO-300664	706.21
		PO-300740	124.16
		PO-300748	64.92
		PO-300812	195.74
		PO-300822	85.88
		PO-301717	105.31
		PO-304246	69.30
		PO-305707	15.05
		PO-305715	729.72
		PO-305936	21.43
163944	SPICERS PAPER CO	PO-305997	3,286.38
163945	STAPLES ADVANTAGE	PO-300158	687.45
		PO-300267	43.41
		PO-300548	1,917.76
		PO-300663	348.44
		PO-300735	35.89
		PO-300793	266.84
		PO-301553	233.17
		PO-301661	43.07
		PO-303474	130.71
		PO-305000	597.64
		PO-305004	119.63
163946	STERICYCLE INC	PO-305371	143.50
163947	TIFCO INDUSTRIES	PO-301221	977.57
163948	TIME MAGAZINE	PO-305881	567.00
163949	TOXGUARD FLUID TECHNOLOGIES	PO-301100	511.95
163950	TRUCPAR CO	PO-301225	223.42
163951	TUTTLE-CLICK FORD	PO-301224	1,165.75
163952	UPSWING MARKETING	PO-305125	579.04
163953	VERIZON WIRELESS	PO-300960	259.25
163954	VISTA PAINT CORP	PO-300497	220.62
163955	VS ATHLETICS	PO-304553	2,379.11
163956	WAXIE	PO-304589	1,607.26
163957	WESTESCO	PO-305438	242.30
163958	STAPLES ADVANTAGE	PO-301185	40.64
163959	CENTER FOR AUTISM &	PO-301337	246.72
		PO-301964	1,873.03
		PO-302282	656.63
163960	CHARTIER, BRIAN & LESLIE	PO-304937	1,397.73

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Warrant Number	Name of Payee	Reference Number	Amount
163961	CINNAMON HILLS SCHOOL	PO-300413	2,835.00
		PO-300414	2,835.00
		PO-300417	2,835.00
		PO-304872	2,835.00
163962	CROMWELL, PATRICIA	PO-301501	1,020.00
163963	EDUCATIONAL BASED SERVICES	PO-301944	7,280.00
163964	FAMILY LIFE CENTER BODEGA	PO-300832	3,715.95
		PO-304531	3,715.95
163965	KIM AND/OR, CHANDRA	PO-301956	362.76
163966	MARDAN CENTER OF ED	PO-302730	3,612.00
		PO-304700	3,440.00
163967	OCEANVIEW SCHOOL	PO-300418	5,052.00
		PO-301962	4,720.00
		PO-303954	3,464.00
		PO-304132	4,692.00
		PO-304134	4,840.00
		PO-304530	2,880.00
		PO-304831	3,816.00
		PO-305893	208.00
		PO-305894	424.00
		PO-305895	2,432.00
163968	ORANGE COUNTY THERAPY SERVICE	PO-301887	15,360.00
163969	ORANGE CTY TESTING SERV	PO-300889	100.00
163970	WEST SHIELD ADOLESCENT	PO-301933	2,791.65
163971	CITY OF SAN JUAN CAPISTRANO	PO-303026	7,199.28
163972	MOULTON NIGUEL WATER	PO-300465	13,222.84
163973	SAN DIEGO GAS & ELECTRIC	PO-300464	54,499.89
163974	SANTA MARGARITA WATER	PO-300463	2,514.38
163975	SO CAL GAS CO	PO-300274	5,681.59
163976	SO COAST WATER DIST	PO-300462	3,459.98
163977	SOUTHERN CALIFORNIA EDISON	PO-301282	30,341.66
163978	COMMERCIAL FENCE & IRON WORKS	PO-305302	1,416.00
163979	PACIFIC MOBILE HOME CONS	PO-304020	5,592.83
		PO-304021	20,627.06
		PO-304022	9,089.05
		PO-304641	1,391.25
		PO-305529	1,393.38
163980	TANDUS FLOORING INC.	PO-304637	1,436.54
		PO-304919	880.00
163981	PACIFIC MOBILE HOME CONS	PO-304639	7,362.04
163982	CAPISTRANO UNIFIED SCHOOL DIST	PO-300172	50,133.94
163983	FULLER, DIANA	PV-015077	35.58
163984	BENE, CHERI	PV-015078	168.81
163985	BRUNSON JR., LARRY W.	PV-015079	144.84
163986	CRUZ, DELIA	PV-015081	632.40

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WARRANT LISTING

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Warrant Number	Name of Payee	Reference Number	Amount
163987	DARLING, MARTY	PV-015082	58.14
163988	EXWORTHY, MARK	PV-015084	373.83
163989	FLUENT, TERRY	PV-015085	31.62
163990	GLASSEN, NINA	PV-015087	53.55
163991	GONZALEZ, DOLORES	PV-015088	3.06
163992	HALL, SHEILA	PV-015090	1,580.14
163993	HAYES, NATALIE	PV-015089	15.30
163994	JONES, JOSEPH	PV-015091	154.02
163995	RAFF, DEIDRE	PV-015092	166.77
163996	ROGERS, MALISSA	PV-015093	25.50
163997	SHAH, RANA	PV-015094	67.32
163998	STRICKLAND, GERRY	PV-015095	99.96
163999	WARD, KERBY	PV-015096	32.64
164000	WEIS-DAUGHERTY, DENISE	PV-015097	118.32
164001	WHALEN, ANDREA	PV-015098	151.98
164002	WHITESELL, MARY	PV-015099	9.18
164003	CARSE, BARBARA	PV-015080	24.36
164004	EDEN, CRIS	PV-015083	87.21
164005	FREY, DEBORAH	PV-015086	59.16
164006	EASY WAY SAFETY SERVICES	PO-305847	3,946.00
164007	EDUCATIONAL ACT INC	PO-305355	399.69
164008	EL NIGUEL COUNTRY CLUB	PO-305122	522.00
164009	ENABLEMART	PO-305457	124.05
		PO-305917	223.18
164010	FACTORY SHIRT	PO-305517	1,375.00
164011	FASTFRAME # 145	PO-306052	285.84
164012	FITNESS ANYWHERE INC.	PO-305521	1,327.67
164013	GAMETIME	PO-304662	741.88
164014	HM RECEIVABLES CO. II, LLC	PO-305450	252.65
164015	IMAGE 2000	PO-300060	24.58
		PO-305222	2,930.81
164016	INNOVATIVE LEARNING CONCEPTS	PO-305602	10,900.01
164017	INTERSTATE BATTERIES	PO-300975	321.29
164018	IPC USA	PO-301228	2,054.00
		PO-305380	24,973.79
164019	JAMES STANFIELD COMPANY INC	PO-305643	355.06
164020	JONES-CAMPBELL CO., INC	PO-305542	636.19
164021	JOSTENS	PO-302243	1,387.64
		PO-304756	1,327.03
		PO-304994	1,434.09
		PO-306041	162.69
164022	KELLY PAPER COMPANY	PO-300246	1,878.55
164023	KNORR SYSTEMS INC	PO-304232	324.00
164024	LAKESHORE LEARNING MATLS	PO-305628	204.66
		PO-305645	209.05

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Warrant Number	Name of Payee	Reference Number	Amount
164025	LAUREATE LEARNING SYS	PO-305617	220.00
164026	LINGUI SYSTEMS INC	PO-305636	197.70
164027	LIFETIME MEMORY PRODUCTS INC	PO-305912	23.93
164028	EXECUTIVE ENVIRONMENTAL SVCS	PO-305481	2,141.37
164029	CUSD REVOLVING CASH	CM-010128	300.00-
		CM-010129	0.64-
		PV-015100	18,988.00
		PV-015101	12.00
164030	MILLER MECHANICAL	PO-304034	225.00
164031	MOBILE COMM REPAIR INC	PO-301054	874.24
164032	MOBILE FLEET WASH	PO-305364	910.00
164033	OFFICE DEPOT	PO-300717	54.89
		PO-302252	113.96
		PO-304592	356.41
		PO-305998	2,449.46
164034	PACIFIC GO NATURAL GAS	PO-305017	4,660.85
164035	PARKHOUSE TIRE INC.	PO-305366	2,636.90
164036	PEPPER-LOS ANGELES, J W	PO-302254	44.35
		PV-015158	6.18
164037	PRAXAIR	PO-300702	34.50
164038	QUALITY TOWING	PO-301105	76.00
164039	REAL VOLLEYBALL	PO-304568	866.53
164040	RENAISSANCE LEARNING INC	PO-305595	196.20
164041	SCHOOL SERVICES OF CALIF	PO-300092	400.00
164042	SEPULVEDA BLDG MATERIALS	PO-303510	17.59
164043	SIMPLEX GRINNELL LP	PO-304918	2,431.00
164044	SPORTS FACILITIES GROUP INC	PO-305832	575.00
164045	TARGET SPECIALTY PROD	PO-300456	181.76
		PO-304054	2,077.99
164046	TEACHER CREATED MATERIALS	PO-305469	1,601.58
164047	TEACHERS DISCOVERY	PO-304672	336.44
		PO-305214	268.59
		PO-305267	57.15
164048	TEACHERS DISCOVERY	PO-305695	71.40
164049	TEACHING STRATEGIES INC	PO-305864	268.69
164050	TECH4LEARNING	PO-304503	780.00
		PO-304504	240.00
164051	THINKING MAPS INC	PO-304881	4,611.00
		PO-305504	2,737.78
		PO-305605	4,015.03
164052	THYSSENKRUPP ELEVATOR CORP	PO-305262	722.00
164053	TIFCO INDUSTRIES	PO-301221	1,259.46
164054	TIME AND ALARM SYSTEMS	PO-305305	1,591.20

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Board of Trustees Warrant Listing
======== Fiscal Year: 2010-11 ========
Board of Trustees Meeting.....06/29/11

Warrant Number	Name of Payee	Reference Number	Amount
164055	TRAFFIC CONTROL SERVICE	PO-300489	722.93
		PO-304048	70.62
		PO-305040	10,150.76
164056	TROXELL COMM INC	PO-304946	489.38
		PO-305256	195.75
164057	TUTTLE-CLICK FORD	PO-305834	464.52
164058	U S TOY COMPANY INC	PO-303863	326.31
164059	ULINE	PO-305744	1,283.25
164060	ULTIMATE OFFICE	PO-303674	92.69
164061	US GAMES	PO-305622	135.53
164062	USI INC	PO-305720	63.95
164063	VALIANT IMC	PO-305552	473.80
		PO-305574	473.80
164064	VERNIER SOFTWARE	PO-304770	432.14
164065	VISTA PAINT CORP	PO-300497	238.27
164066	VORT CORPORATION	PO-304694	97.56
164067	WALCH PUBLISHING	PO-304370	214.50
164068	WALTERS WHOLESALE ELECTRIC CO.	PO-303131	985.37
164069	WARDS NATURAL SCIENCE	PO-304236	1,911.19
		PO-304690	218.91
		PO-305065	2,680.19
		PO-305144	486.61
164070	WENGER CORPORATION	PO-305036	813.94
		PO-305294	1,848.54
164071	WESTERN PSYCH SERVICES	PO-304154	354.09
		PO-304839	415.70
164072	WILLIAM V. MACGILL & CO.	PO-304569	95.90
164073	WOODWIND & BRASSWIND	PO-305408	2,095.00
164074	WORK IMPROVEMENT NETWORKS INC	PO-305551	3,185.00
164075	WORLD BOOK EDUCATIONAL	PO-305273	829.33
164076	WORLD RESEARCH CO	PO-305153	2,466.75
164077	OFFICE DEPOT	PO-303924	163.81
164078	WAXIE	PO-304625	5.38
164079	COUNTY OF ORANGE-WASTE MNGT	PO-300276	578.34
164080	MOULTON NIGUEL WATER	PO-300465	1,047.75
164081	SAN DIEGO GAS & ELECTRIC	PO-300464	6,737.08
164082	SO CAL GAS CO	PO-300274	4,731.28
164083	SO COAST WATER DIST	PO-300462	2,438.01
164084	SOUTHERN CALIFORNIA EDISON	PO-301282	28,280.20
164085	A2Z SIGN CO.	PO-304016	1,332.82
164086	AAA ELECTRIC MOTOR SALES	PO-304055	685.38
164087	B & H PHOTOGRAPHY	PO-305868	1,448.95
164088	BARRETT-ROBINSON INC	PO-305034	1,874.11
164089	BATTERIES PLUS	PO-300332	2,507.60
164090	BOYCE INDUSTRIES	PO-300430	359.52

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Board of Trustees Warrant Listing
======== Fiscal Year: 2010-11 ========
Board of Trustees Meeting.....06/29/11

Warrant Number	Name of Payee	Reference Number	Amount
164091	CAESAR'S APPLIANCE	PO-305341	115.00
164092	CAMCOR INC	PO-305248	178.91
		PO-305560	1,117.71
		PO-305573	337.12
		PO-305796	1,427.30
164093	CARLOS GUZMAN INC	PO-305367	2,898.40
164094	CHAMPION CHEMICAL CO	PO-300406	3,793.17
164095	CHEVROLET OF IRVINE	PO-301231	487.54
164096	CINTAS CORP	PO-300320	303.72
		PO-301205	67.00
164097	CULVER-NEWLIN INC	PO-303896	1,433.76
164098	DICK BLICK WEST	PO-305704	615.11
		PO-305705	916.84
164099	DUNN-EDWARDS CORP	PO-305346	1,590.80
164100	FACTORY MOTOR PARTS	PO-300969	1,161.23
164101	FLINN SCIENTIFIC INC	PO-305674	410.83
164102	FOLLETT LIBRARY RESOURCES	PO-305166	2,303.85
164103	FREEWAY AUTO SUPPLY & MACHINE	PO-305362	600.94
164104	FRICTION MATERIALS CO.	PO-305401	168.17
164105	GANAHL LUMBER	PO-302477	255.68
		PO-304943	3,054.56
164106	GLEN PRODUCTS	PO-303061	374.21
164107	JAMES STANFIELD COMPANY INC	PO-305426	8,305.37
164108	JIST PUBLISHING	PO-305634	201.64
164109	LAKESHORE	PO-302230	427.15
164110	LOCAL JANITORIAL & VACUUM	PO-303533	236.24
164111	HEADSETS.COM	PO-305826	1,387.38
164112	IRON MOUNTAIN	PO-300161	561.42
164113	BOLIN, BLAINE	PV-015102	20.00
164114	BOVAL, BRANDON	PV-015103	5.00
164115	CHAN, MICHAEL	PV-015104	47.00
164116	DUNKLE, THOMAS	PV-015105	50.00
164117	LUSH, COLETTE	PV-015106	59.00
164118	MOON, ALLISON	PV-015107	67.00
164119	NGOC, ALAN	PV-015108	5.00
164120	STEWART, KALI	PV-015109	5.00
164121	THOMAS, HAILLE	PV-015110	5.00
164122	WALTON, MARCUS	PV-015112	123.91
164123	ZIAK, CAYLEY	PV-015113	5.00
164124	VERMEULEN, DONALD	PV-015111	76.30
164125	ACOSTA, BRENDA	PV-015114	197.88
164126	BEAUCHAINE, KIMBERLY	PV-015115	415.65
164127	BUTLER, SUSAN	PV-015117	36.72
164128	CARLISLE, TERESA	PV-015118	83.13
164129	COPPAGE, CARRI	PV-015119	106.59

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Board of Trustees Warrant Listing
======== Fiscal Year: 2010-11 ========
Board of Trustees Meeting.....06/29/11

Warrant Number	Name of Payee	Reference Number	Amount
164130	DAGLEY, JEANA	PV-015120	292.74
164131	DARLING, MARTY	PV-015121	84.15
164132	DIXON, AURORA	PV-015122	96.90
164133	GLESENER, PATRICIA	PV-015123	45.90
164134	HARMAN, NANCY	PV-015128	173.91
164135	HARRIS, REBECCA	PV-015129	3.06
164136	HARRIS, ROBERT	PV-015131	61.20
164137	HERTZ, JANA	PV-015132	184.62
164138	HIGHTOWER, SHERLIN	PV-015133	125.46
164139	JAMES, DOUGLAS	PV-015135	29.58
164140	KELLMAN, KATHLEEN	PV-015137	103.53
164141	KENNEY, VALERIE	PV-015138	45.90
164142	KIMINAS, ANTHONY	PV-015143	153.51
164143	KLISTER, PAMELA	PV-015146	42.84
164144	MATIENZO, NINA RIE	PV-015147	162.18
164145	METTERT, LISA M	PV-015148	145.35
164146	MITCHELL, KAREN P	PV-015149	216.75
164147	NORRIS, MAUREEN	PV-015150	139.23
164148	O'KANE, MONIKA	PV-015151	71.40
164149	PEREZ, VIRGINIA	PV-015152	44.88
164150	POWELL, CHRISTOPHER	PV-015153	115.77
164151	RODRIGUEZ, MICHELLE	PV-015154	147.90
164152	SCHROEDER, JANICE	PV-015155	38.25
164153	SKINNER, PHILLIP	PV-015156	206.55
164154	TALILI, MAILUMAI	PV-015157	190.74
164155	TAYLOR, JULIE	PV-015159	92.82
164156	WALDERS, BRANNON	PV-015160	20.40
164157	WEINELL, CAROL	PV-015163	117.30
164158	WEINSTEIN, DAVID H	PV-015162	24.48
164159	WHITING, SUSAN	PV-015164	53.55
164160	WIEDEMAN, LORI	PV-015165	155.55
164161	BROCKMAN, CARY	PV-015116	114.75
164162	ACADEMIC ADVANTAGE, THE	PO-303402	4,757.47
		PO-306062	7,144.57
164163	ART MASTERS INC	PO-306093	240.00
164164	BREAKTHROUGH COACH	PO-303170	525.00
		PO-303294	525.00
		PO-303396	525.00
		PO-303571	525.00
		PO-303768	350.00
164165	DEPT OF GENERAL SERVICES	PO-306056	7,695.00
164166	GET SAFE	PO-305390	600.00
164167	INSTRUCTIONAL SUPPORT SERVICES	PO-305818	3,250.00
164168	MATHNASIUM OF SAN CLEMENTE	PO-303379	49,075.00

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Board of Trustees Warrant Listing
======== Fiscal Year: 2010-11 ========
Board of Trustees Meeting.....06/29/11

Warrant Number	Name of Payee	Reference Number	Amount
164169	ORANGE COUNTY DEPT OF EDUCATIO	PO-301848	300.00
		PO-305025	1,300.00
		PO-305186	180.00
164170	ORANGE CTY DEPT EDUC	PO-306063	495.00
164171	PROFESSIONAL TUTORS OF AMERICA	PO-302156	5,300.00
164172	SAN DIEGO COUNTY SUPT OF SCH	PO-305931	99.00
164173	T DAVIS & ASSOCIATES INC	PO-300095	2,916.66
164174	BRAIN BUILDERS EDUC PROGRAMS	PV-015127	5,101.51
164175	EN TOUR DANCE ACADEMY LLC	PV-015130	270.00
164176	LANGO SOUTH COAST LLC	PV-015136	214.20
164177	MAD SCIENCE	PV-015140	27,523.30
164178	MCCARTNEY, KRISTEN	PV-015139	1,680.00
164179	NEELY, EDWIN S	PV-015134	2,384.90
164180	SC BASEBALL	PV-015141	928.00
164181	THINK TOGETHER	PV-015142	7,138.60
164182	VEERA, SHANE	PV-015126	4,925.55
164183	YOUNG REMBRANDTS	PV-015145	15,665.30
164185	APPLE COMPUTER INC	PO-303895	14,511.72
		PO-304512	2,490.38
		PO-305875	2,601.06
		PO-305970	257.74
		PO-305972	85.91
164186	DELL MARKETING L P	PO-304491	1,099.07
		PO-305374	6,654.68
		PO-305810	2,313.74
		PO-305811	10,295.30
		PO-305812	857.94
		PO-305814	857.94
		PO-305815	857.94
		PO-305816	3,520.83
		PO-305880	16,469.21
164187	DELL MARKETING L P	PO-305723	858.63
164188	CALIFORNIA WEEKLY EXPLORER INC	PO-306064	1,015.00
164189	CERTIFIED TRANSPORTATION	PV-015166	4,224.00
164190	Capistrano Connections Academy	PO-300738	410,072.00
164191	DEPARTMENT OF JUSTICE	PO-301677	2,052.00
164192	JFK TRANSPORTATION CO INC	PV-015168	1,022.50
164193	JOURNEY CHARTER SCHOOL	PO-300743	78,084.00
164194	OCEAN INSTITUTE	PO-303320	1,060.00
164195	OPPORTUNITY FOR LEARNING	PO-300739	33,949.00
164196	SOUTHERN CALIFORNIA GRAY LINE	PV-015161	7,538.24
164197	Capistrano Connections Academy	PV-015169	36,221.00
164198	ATTAINMENT COMPANY	PO-305506	1,808.63

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Board of Trustees Warrant Listing
======== Fiscal Year: 2010-11 ========
Board of Trustees Meeting.....06/29/11

Warrant Number	Name of Payee	Reference Number	Amount
164199	B & H PHOTOGRAPHY	PO-304749	324.20
		PO-305494	1,972.74
		PO-305578	262.00
164200	CINTAS FIRST AID & SAFETY	PO-300321	163.49
164201	CLEAN ENERGY	PO-300967	1,166.14
		PO-306078	6,052.99
164202	DICK BLICK WEST	PO-305669	882.11
164203	DIGITAL NETWORKS GROUP	PO-305081	255.16
164204	HUMAN RELATIONS MEDIA	PO-305340	307.90
164205	JOHN DEERE LANDSCAPES	PO-304037	1,644.67
164206	KNORR SYSTEMS INC	PO-304232	793.86
164207	STATE BD EQUALIZATION	PV-015124	6,896.00
164208	CORVEL CORPORATION	PO-300682	162,163.32
164209	CORVEL CORPORATION	PO-300174	14,835.34
		670 Warrants	$3,173,916.95

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

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE
Atkinson, Andelson, Loya, Rudd & Romo	RFQ No. 10-0809 General Legal Services	12/15/2009
Bergman & Dacey, Inc.	RFQ No. 10-0809 General Legal Services	12/15/2009
Best Best & Kreiger	RFQ No. 10-0809 General Legal Services	12/15/2009
Bowie, Arneson, Wiles, and	RFQ No. 10-0809 General Legal Services	12/15/2009
Dannis Woliver Kelley (DWK)	RFQ No. 10-0809 General Legal Services	12/15/2009
David Taussig & Associates, Inc.	RFP No. 6-1011 Special Tax Consulting Services for Public Financing	4/11/2011
De La Rosa & Co.	RFQ No. 5-0910 Underwriter Services	12/15/2009
Edenco, Inc.	RFQ/P No. 2-1011, Construction Manager/District Representative	9/28/2010
Harbottle Law Group	RFQ No. 10-0809 General Legal Services	12/15/2009
Harris Realty Appraisal	RFQ No. 2-0809 Appraisal Services	5/11/2009
HMC Architects	RFP No. 2-0506 Architectural Services	10/16/2006
Illuminate Education, Inc.	RFQ No. 7-1011 Student Assessment Data Management System	5/25/2011
Keenan & Associates	RFQ No. 12-0809 Insurance Broker for Capistrano Unified School District's Excess Worker's Compensation Insurance	5/11/2009
Law Office of Caroline Zuk	RFQ No. 10-0809 General Legal Services	12/15/2009
LPA, Inc.	RFP No. 2-0506 Architectural Services	10/16/2006
Luce Forward	RFQ No. 10-0809 General Legal Services	12/15/2009
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
Notification Technologies, Inc.	RFP - Emergency Parent Notification System	9/29/2007
NvLS Professional Services, LLC	RFQ No. 1-0910 E-Rate Consultant	6/22/2009
Orbach, Huff & Suarez LLP	RFQ No. 10-0809 General Legal Services	12/15/2009
Paradigm Health Care Services	RFP No. 6-0910 Medi-Cal Billing Services	6/15/2010
Piper Jaffrey & Co.	RFQ No. 5-0910 Underwriter Services	12/15/2009
PJHM Architects	RFP No. 2-0506 Architectural Services	10/16/2006
Quint & Thimmig LLP	RFQ No. 10-0809 General Legal Services	12/15/2009
SchoolsFirst Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
Stone & Youngberg, LLC	RFQ No. 5-0910 Underwriter Services	12/15/2009
Stradling Yocca Carlson & Rauth	RFQ No. 10-0809 General Legal Services	12/15/2009
Stutz, Artiano, Shinoff and Holtz	RFQ No. 10-0809 General Legal Services	12/15/2009
Twining, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	4/21/2008
WLC Architects, Inc.	RFQ No. 3-0708 Architectural Services for Districtwide Facilities Master Plan	2/25/2008
Xerox Corporation	California Multiple Award Schedule Contract No. 3-01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox	6/15/2010
American Logistics Co., LLC	Bid No. 0607-06 Outsource Transportation Services	9/11/2006
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
A&R Wholesale Distributors, Inc.	Bid No. 1011-14 Grocery Products	5/9/2011
A&R Wholesale Distributors, Inc.	Bid No. 1011-13 Snack and Beverage Products	5/9/2011
ASR Food Distributors, Inc.	Bid No. 0910-01 Produce	6/8/2009
Berkeley Street Beverage Company	Bid No. 0708-23 Frozen Beverage Service	6/16/2008
Campus Foods	Bid 1011-14 Grocery Products	5/9/2011
Gold Star Foods	Bid No. 1011-05 Frozen Food Products	3/10/2008
Gold Star Foods	Bid No. 1011-14 Grocery Products	5/9/2011

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

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE
Hollandia Dairy	Bid No. 1011-08 Milk and Dairy Products	3/8/2011
P&R Paper Supply Co.	Bid No. 0809-11 Paper and Plastic Products for Food and Nutrition Services	6/8/2009
PJ of Orange County One, LP dba Papa John's Pizza	Bid No. 0809-03 Pizza Service	8/11/2008
Sysco Food Services of L.A.	Bid No. 1011-14 Grocery Products	5/9/2011
B&H Photo Video Pro-Audio	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
California Western Visuals, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Camcor, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
CCS Presentation Systems, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
D&D Security Resources, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
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
Office Depot	Santa Ana USD Bid No. 12-08, Purchase of Instructional Supplies	7/21/2008
School Specialty, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Silver Creek Industries, Inc.	San Gabriel USD Bid No. 16-04/05, Purchase, Installation and Transfer of DSA Approved Classroom Buildings	4/13/2010
Southwest School Supply	Santa Ana USD Bid No. 12-08, Purchase of Instructional Supplies	7/21/2008
Southwest School Supply	Placentia-Yorba Linda USD Bid No. 209-4, Purchase of Instructional and Office Supplies	1/12/2009
Staples Advantage	County of Orange Master Agreement No. MA-017-10011795 - Office Supplies	9/14/2010
Troxell Communications, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Valiant IMC	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-03-40-0291K, Cisco Products	5/11/2010
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) Cisco Networking Communications and Maintenance	11/9/2010
Ben's Aphalt, Inc.	Bid No. 1011-01 Asphalt Paving, Sealcoating and Repair	6/15/2010
Blue Bird Corporation	Waterford USD School Bus Bid	12/11/2006
CDWG	Western State Contracting Alliance (WSCA) Cisco Networking Communications and Maintenance	11/9/2010
Certified Transportation Serivces,	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Cintas Corporation	RFP No. 3-1011, Uniform Service	12/7/2010
Commercial Fence & Iron Works, Inc.	Bid No. 0708-04 Fencing Materials, Repair, and Installation	6/25/2007
Concepts School and Office Furnishings	Newport-Mesa USD Bid No. 106-10, School and Office Furniture	8/10/2010
Culver-Newlin, Inc.	Newport-Mesa USD Bid No. 106-10, School and Office Furniture	8/10/2010
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 09-01, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/13/2010
ePoly Star, Inc.	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
Fusionstorm	Californai Multiple Award Schedule Contract No. 3-10-70-2039d, Cisco Auto Distribution, Internet Encryption and Firewall, LanWan Wireless Network, Network Component	10/12/2010
Gilbert & Stearns, Inc.	Bid No. 1011-02 Electrical Service	6/29/2010

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

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE
Grainger Industrial Supply	Western States Contracting Alliance Bid No. 7066 - Industrial Supplies & Equipment, Lighting Products, Janitorial Supplies and Equipment	5/11/2010
Hot Dogger Tours, Inc. dba Gold Coast Tours	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
IPC (USA), Inc.	Multi-District Cooperative Bid No. 114-10, Fuel (Gasoline and Diesel)	7/13/2010
JFK Transportation, Co., Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Johnstone Supply, Inc.	County of Orange Bid No. EFZ0000087, Air Conditioning, Refrigeration Equipment, Parts and Supplies	4/13/2010
Network Hardware Resale, Inc.	U.S. General Services Administration Contract No. GS-35F-0717R, Pre-Owned and Refurbished Cisco Systems Networking Equipment	11/9/2010
P&R Paper Supply Co.	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
Pacific MH Construction, Inc.	Bid No. 0708-07 Movement of Relocatable Buildings	6/25/2007
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 0708-06 Plumbing Service	6/25/2007
Prime Painting Contractors, Inc.	Bid No. 0708-11 Painting	6/25/2007
Refrigeration Supplies Distributors dba RSD	County of Orange Bid No. EFZ0000087, Air Conditioning, Refrigeration Equipment, Parts and Supplies	4/13/2010
Roadways International, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
SimplexGrinnell LP	General Services Administration (GSA) Contract No. GS-07F-0396M, Fire and Security Alarm and Signal Systems for Life Cycle Support Providing Design, Coding, Intergration, Testing, Deploying, Repair, Maintenance, Ancillary Services-Labor; Fire Extinguishing and Supressing Products	12/7/2010
Solag/CR&R, Inc.	Bid No. 0607-05 Service to Collect, Recycle & Dispose of Solid Waste Districtwide	7/11/2006
Southern California Gray Line	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Tandus Flooring, Inc.	Bid No. 0708-05 Flooring Materials and Installation	6/25/2007
Transportation Charter Services, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
W. W. Grangier, Inc.	Western States Contracting Alliance (WSCA) Bid No. IS-06-79-55, Maintenance Repair & Operating Supplies	5/25/2011
Waterline Technologies, Inc.	Los Angeles USD Bid No. IFB C-1030, Purchase of Swimming Pool Chemicals	3/9/2010
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	Western States Contracting Alliance (WSCA) Bid No. 7-09-79-02 - Janitorial Supplies	9/14/2010
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
West-Lite Supply Co., Inc.	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
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
Architectural Roofing Systems dba Pacific Roofing Systems	Bid No. 1011-10, Roofing Repairs and Maintenance	3/8/2011
Consulting & Inspection Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
Horizons Construction Co, International, Inc	Bid No 1011-09, SJHHS 30 Meter Pool/Support Buildings	3/8/2011
Knowland Construction Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Ambuehl School PTA	100.00	supplies	Ambuehl
SJC Education Foundation	695.70	field trip transportation	Ambuehl
SJC Education Foundation	192.50	field trip transportation	Ambuehl
SJC Education Foundation	905.50	field trip transportation	Ambuehl
Arroyo Vista Science Boosters	8,300.00	outdoor science camp	Arroyo Vista
Western Digital Corp.	200.00	miscellaneous supplies	Arroyo Vista
The Bell Tower Foundation	2,500.00	reading intervention program	Arroyo Vista
Sumner Photography	1,702.00	schoolwide supplies	Don Juan Avila Elementary
United Way	100.00	miscellaneous supplies	Don Juan Avila Elementary
Daniel Muraira	110.00	miscellaneous supplies	Don Juan Avila Elementary
Screamin' Media Group, Inc.	164.32	miscellaneous supplies	Don Juan Avila Elementary
Kona Ice	217.60	miscellaneous supplies	Don Juan Avila Elementary
DJAES PTA	1,220.12	a laptop computer	Don Juan Avila Elementary
DJAES PTA	5,419.00	the Art Masters program	Don Juan Avila Elementary
Bathgate Elem. School Foundation	1,696.00	science camp stipends	Bathgate
Sumner Photography	520.00	miscellaneous supplies	Bergeson
Sumner Photography	710.00	miscellaneous supplies	Canyon Vista
Castille PTA	567.15	Reading Counts	Castille
Castille Elem. Booster Club	853.00	outdoor science camp	Castille
Ladera Ranch Ed. Foundation	53,875.00	outdoor science camp	Chaparral
Chaparral PTA	8,050.00	a library aide	Chaparral
Sumner Photography	816.00	miscellaneous supplies	Chaparral
Concordia PTA	210.83	FASTTMath program	Concordia
Concordia PTA	773.00	outdoor science camp	Concordia
Del Obispo PTA	165.00	a 5th grade field trip	Del Obispo
Sumner Photography	410.00	miscellaneous supplies	Del Obispo
Del Obispo PTA	935.00	field trip transportation	Del Obispo
Hidden Hills PTA	631.87	field trip transportation	Hidden Hills
CUSD Foundation	17,111.00	outdoor science camp	Hidden Hills
Ladera Ranch Ed. Foundation	2,462.76	a sound system	Ladera Ranch Elementary
Ladera Ranch Ed. Foundation	330.00	a 1st grade field trip	Ladera Ranch Elementary
Ladera Ranch Elem. PTA	9,965.34	Apple lease	Ladera Ranch Elementary
Ladera Ranch Elem. PTA	2,634.00	a sound system	Ladera Ranch Elementary
Simonson Photography	250.00	technology	Laguna Niguel Elementary
LNES PTA	1,000.00	Meet the Masters	Laguna Niguel Elementary
Sumner Photography	652.00	miscellaneous supplies	Las Flores Elementary
Anne Prestridge	100.00	miscellaneous supplies	Las Palmas
Anaheim Ducks Foundation, LLC	591.25	a field trip	Malcom
Western Digital Corp.	276.92	miscellaneous supplies	Marblehead
Western Digital Corp.	103.85	miscellaneous supplies	Marblehead
Marblehead PTA	1,810.00	field trips	Marblehead
Marblehead PTA	2,338.00	the Art Masters program	Marblehead
RMIQ Foundation	116.42	printing	Moulton
Sherri McDaniel	440.00	field trip transportation	Moulton
Moulton PTA	998.00	SRI Book inventory	Moulton
Moulton PTA	432.39	headphones	Moulton
Oak Grove PTA	4,768.00	four laptop computers	Oak Grove
Oak Grove Foundation	3,576.00	laptop computers	Oak Grove

Oak Grove Foundation	1,222.00	laptop computers	Oak Grove
Microsoft Matching Gifts Program	1,020.00	technology	Oso Grande
Oso Grande PTA	6,557.00	the primary music program	Oso Grande
Oso Grande PTA	31,000.00	outdoor science camp	Oso Grande
Oso Grande PTA	3,600.00	miscellaneous supplies	Oso Grande
Sumner Photography	1,017.00	miscellaneous supplies	Oso Grande
Oso Grande PTA	4,631.69	Cisco server lease	Oso Grande
Palisades students	101.40	classroom supplies	Palisades
Palisades PTA	360.00	outdoor science camp subs	Palisades
Palisades PTA	16,385.28	outdoor science camp	Palisades
Palisades PTA	1,098.00	science camp stipends	Palisades
Palisades students	330.73	classroom supplies	Palisades
Palisades PTA	253.85	Scholastic tech support	Palisades
Freedom Communications, Inc.	500.00	miscellaneous supplies	Philip Reilly
Mr. Philip Reilly	3,000.00	miscellaneous supplies	Philip Reilly
Edison International	350.00	miscellaneous supplies	Philip Reilly
Tijeras Creek PTA	10,000.00	the primary music program	Tijeras Creek
Tijeras Creek PTA	1,286.52	replacement computer	Tijeras Creek
Tijeras Creek PTA	5,000.00	Physical Education	Tijeras Creek
Tijeras Creek Booster Club	1,098.00	science camp stipends	Tijeras Creek
Tijeras Creek Booster Club	4,328.75	science camp transportation	Tijeras Creek
Tijeras Creek PTA	613.20	United Streaming	Tijeras Creek
Tijeras Creek Booster Club	6,000.00	intervention program aide	Tijeras Creek
Tijeras Creek Booster Club	16,075.00	outdoor science camp	Tijeras Creek
Tijeras Creek Booster Club	130.90	school play scripts	Tijeras Creek
Tijeras Creek PTA	517.54	Reading Counts	Tijeras Creek
Sumner Photography	559.00	BreakThrough Coach .	Tijeras Creek
Tijeras Creek Booster Club	330.00	field trip transportation	Tijeras Creek
Tijeras Creek Booster Club	891.00	science camp substitutes	Tijeras Creek
Tijeras Creek PTA	3,548.88	FASTTMath program	Tijeras Creek
Viejo Elementary School PTA	536.25	a field trip	Viejo
Sumner Photography	556.00	classroom supplies	Viejo
Sumner Photography	1,014.00	classroom supplies	Vista del Mar Elementary
McDonald's	618.00	miscellaneous supplies	Vista del Mar Elementary
Wagon Wheel Science Boosters	54,000.00	outdoor science camp	Wagon Wheel
Sumner Photography	714.00	classroom supplies	Wagon Wheel
Wagon Wheel Science Boosters	369.17	science materials	Wagon Wheel
Wagong Wheel PTA	2,000.00	classroom supplies	Wagon Wheel
Edison International	200.00	miscellaneous supplies	Bernice Ayer Middle
DJAMS PTSA	4,241.25	ten document cameras	Don Juan Avila Middle
MFMS PTSA	1,000.00	Schoolloop	Marco Forster Middle
MFMS PTSA	8,732.24	Fine Arts supplies	Marco Forster Middle
The Bellomo Family	182.00	miscellaneous supplies	Marco Forster Middle
MFMS PTA	500.00	STAR testing snacks	Marco Forster Middle
Kyle Alder	276.90	miscellaneous supplies	Marco Forster Middle
Lifetouch	1,085.00	instructional materials	Ladera Ranch Middle
SM Trabuco Cyn./Pop Warner	2,000.00	computers	Las Flores Middle School
Alan and Deann Sechrest	1,000.00	computer lab	Newhart Middle
City of San Clemente	244.00	the ACTIVATE program	Shorecliffs Middle
VDM PTA	2,000.00	instructional materials	Vista del Mar Middle
Edison Gifts	189.98	teacher supplies	Aliso Niguel High School
Edison Gifts	439.98	sports programs	Aliso Niguel High School
CVHS PTSA	2,000.00	digital cameras	Capistrano Valley High
Western Digital Corp.	100.00	instructional materials	Dana Hills High School

DHHS Instrumental Music	0.00	musical instruments	Dana Hills High School
Jim Bemis	0.00	a hospital bed/mattress	Dana Hills High School
San Juan Hills High School ASB	1,600.00	Dell video server	San Juan Hills High School
Tesoro High School PTSA	125.00	teacher supplies	Tesoro
	$349,525.03		

Consultant Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and Karen Miller

hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** Assignments: Spec. Education Self-Review, County Mental Health Project, Special Education Procedural Handbook, Finalizing Staffing Assignments, 2011-2012 Budget Development and Development of Charter School Services

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on July 1, 2011 and will diligently perform as required and complete performance by September 30, 2011.

3. **Compensation:** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed amount specified by District purchase order as per attached fee schedule Exhibit A and/or proposal Exhibit ____ . DISTRICT shall pay CONSULTANT after receipt of consultant invoice and with approval of a District representative.

4. **Expenses:** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows:
None

5. **Independent Contractor:** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.

6. **Materials:** CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: None

CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as basis for such services.

8. **Copyright/Trademark/Patent:** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right,

title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. **Hold Harmless:** CONSULTANT agrees to and shall defend, indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by CONSULTANT or its subcontractors,

whether authorized by this Agreement or not. CONSULTANT further agrees to waive all rights of subrogation against the DISTRICT. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of DISTRICT or any of its agents or employees.

11. **Insurance:** Pursuant to Section 10, CONSULTANT agrees to carry a commercial general liability insurance and automobile liability insurance with limits of One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insured's by separate endorsement under said policy.

12. **Assignment:** The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

13. **Compliance with Applicable Laws:** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. **Permits/Licenses:** CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. **Employment with Public Agency:** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. **Nondiscrimination:** CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

18. **Non-waiver:** The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. **Notice:** All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT	CONSULTANT
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	Karen Miller 27317 Via Capri San Juan Capistrano, CA 92675

20. **Severability:** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of the AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, courts costs, and attorneys' fees.

22. **Governing Law:** The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, the following exhibits, which are attached hereto and incorporated herein: (if applicable)

a. Exhibit A Fee Schedule

b. Exhibit B None

c. Exhibit C None

CONSULTANT NAME: Karen Miller Contract No. C1112029

This AGREEMENT is entered into this 30th Day of June 2011.

DISTRICT:

By: _____

Terry Fluent, Director of Purchasing

CONSULTANT:

By: _____

Signature

_____

Printed Name

_____

Title

June 29, 2011

Board Approval Date

_____

Social Security or Taxpayer Identification

Initials/Date BH 6/17/11

EXHIBIT A

Karen Miller
Special Education Consultant
27317 Via Capri
San Juan Capistrano CA 92675
(949) 285-0047
candymiller@cox.net

SCOPE OF WORK - FEE SCHEDULE

Term of Contract: July 1, 2011 – September 30, 2011
Lump Sum Amount: $20,000
Description of Services:

1. Special Education Self-Review – This is a time sensitive and high priority. The California Department of Education (CDE) is behind on the self-review process. While Orange County was to engage in the self-review process during 2010-2011, it is only in late spring that the information is being received by OC districts. This summer the District will be responsible for scheduling parent input meetings, collecting and summarizing the estimated 800-900 surveys received. July and August will be spent getting most of the work done so existing staff may concentrate on a smooth and successful opening of the 2011-2012 school year.
2. County Mental Health – This project would be addressed collaboratively with new and existing leadership. With the shift in funding and service delivery model, Ms. Miller has been working to analyze previous programs and services delivered through OC Mental Health and has developed some alternative options that have the potential to provide better services at less of a cost than currently billed. Working together, these in-house programs and services would be developed and implemented to offset costs associated with contracting outside of the District.
3. Special Education Procedural Handbook – Clearly outlining District operating procedures for site and department staff is critical. Expectations must be clearly defined and consistently implemented. The department has been operating without a manual for several years.
4. Finalizing Staffing Assignments – Complete and finalize staffing assignments. Specifically, efforts will concentrate on finalizing staffing at the newly identified charter schools, and itinerant staffing assignments (speech and language pathologists, psychologists, SLPAs, etc.).
5. 2011-2012 Budget – Engage in a historical analysis of previous expenditures, evaluate the effectiveness of 2010-2011 budget priorities, review cost and benefit analysis of existing versus alternative service delivery models and programs, to develop a projected operating budget for the upcoming school year.
6. Special Education Services at Charter Schools – Develop and implement an orientation meeting for charter staff and district special education staff supporting charter schools. The orientation will include identifying a point person from the charter school and District to ensure there is a clear understanding of roles and responsibilities when serving students with disabilities. The overall goal will be to develop and sustain professional working relationships between the two entities.

_____ _____

Karen Miller Date

CONSULTANT NAME: Susan Melly Contract No. C1112030

Consultant Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and Susan Melly

hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** Assignments: Spec. Education Self-Review, County Mental Health Project, Special Education Procedural Handbook, Finalizing Staffing Assignments, 2011-2012 Budget Development and Development of Charter School Services

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on July 1, 2011 and will diligently perform as required and complete performance by September 30, 2011 .

3. **Compensation:** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed amount specified by District purchase order as per attached fee schedule Exhibit A and/or proposal Exhibit ____ . DISTRICT shall pay CONSULTANT after receipt of consultant invoice and with approval of a District representative.

EXHIBIT 8

4. **Expenses:** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows: None

5. **Independent Contractor:** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.

6. **Materials:** CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: None

CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as basis for such services.

8. **Copyright/Trademark/Patent:** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right,

title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. **Hold Harmless:** CONSULTANT agrees to and shall defend, indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by CONSULTANT or its subcontractors,

whether authorized by this Agreement or not. CONSULTANT further agrees to waive all rights of subrogation against the DISTRICT. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of DISTRICT or any of its agents or employees.

11. **Insurance:** Pursuant to Section 10, CONSULTANT agrees to carry a commercial general liability insurance and automobile liability insurance with limits of One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insured's by separate endorsement under said policy.

12. **Assignment:** The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

13. **Compliance with Applicable Laws:** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. **Permits/Licenses:** CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. **Employment with Public Agency:** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. **Nondiscrimination:** CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

18. **Non-waiver:** The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. **Notice:** All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT	CONSULTANT
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	Susan Melly 3608 Colonial Ave. Los Angeles, CA 90066

20. **Severability:** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of the AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, courts costs, and attorneys' fees.

22. **Governing Law:** The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, the following exhibits, which are attached hereto and incorporated herein: (if applicable)

a. Exhibit A Fee Schedule

b. Exhibit B None

c. Exhibit C None

CONSULTANT NAME: Susan Melly Contract No. C1112030

This AGREEMENT is entered into this 30th Day of June 2011.

DISTRICT:

By: _____

Terry Fluent, Director of Purchasing

CONSULTANT:

By: _____

Signature

_____

Printed Name

_____

Title

June 29, 2011

Board Approval Date

_____

Social Security or Taxpayer Identification

Initials/Date BH 6/17/11

EXHIBIT A

Susan Melly
Special Education Consultant
3608 Colonial Avenue
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SCOPE OF WORK - FEE SCHEDULE

Term of Contract: July 1, 2011 – September 30, 2011
Lump Sum Amount: $20,000
Description of Services:

1. Special Education Self-Review – This is a time sensitive and high priority. The California Department of Education (CDE) is behind on the self-review process. While Orange County was to engage in the self-review process during 2010-2011, it is only in late spring that the information is being received by OC districts. This summer the District will be responsible for scheduling parent input meetings, collecting and summarizing the estimated 800-900 surveys received. July and August will be spent getting most of the work done so existing staff may concentrate on a smooth and successful opening of the 2011-2012 school year.
2. County Mental Health – This project would be addressed collaboratively with new and existing leadership. With the shift in funding and service delivery model, Ms. Miller has been working to analyze previous programs and services delivered through OC Mental Health and has developed some alternative options that have the potential to provide better services at less of a cost than currently billed. Working together, these in-house programs and services would be developed and implemented to offset costs associated with contracting outside of the District.
3. Special Education Procedural Handbook – Clearly outlining District operating procedures for site and department staff is critical. Expectations must be clearly defined and consistently implemented. The department has been operating without a manual for several years.
4. Finalizing Staffing Assignments – Complete and finalize staffing assignments. Specifically, efforts will concentrate on finalizing staffing at the newly identified charter schools, and itinerant staffing assignments (speech and language pathologists, psychologists, SLPAs, etc.).
5. 2011-2012 Budget – Engage in a historical analysis of previous expenditures, evaluate the effectiveness of 2010-2011 budget priorities, review cost and benefit analysis of existing versus alternative service delivery models and programs, to develop a projected operating budget for the upcoming school year.
6. Special Education Services at Charter Schools – Develop and implement an orientation meeting for charter staff and district special education staff supporting charter schools. The orientation will include identifying a point person from the charter school and District to ensure there is a clear understanding of roles and responsibilities when serving students with disabilities. The overall goal will be to develop and sustain professional working relationships between the two entities.

_____ _____

Susan Melly Date

CAPISTRANO UNIFIED SCHOOL DISTRICT – YMCA OF ORANGE COUNTY
AGREEMENT FOR THE OPERATION OF EXTENDED DAY
CHILD-CARE PROGRAMS

This Agreement for the Operation of Extended Day Child-Care Programs (Agreement) is made and entered into this 29th day of June 2011, by and between the Capistrano Unified School District (CUSD and/or District) and the YMCA of Orange County (VENDOR), as follows:

WHEREAS, CUSD is a California school district with a significant number of elementary schools, and is authorized pursuant to Education Code § 8485 to establish a program of affordably priced supervision of children before and after school; and

WHEREAS, pursuant to Education Code § 8486, the District is authorized to subcontract with qualified private or nonprofit agencies for a before and after school child supervision programs; and

WHEREAS, pursuant to Government Code § 53060, the District is authorized to contract for special services and advice from individuals specially trained and experienced and competent to perform such services; and

WHEREAS, Vendor has previously provided services, facilities and materials in connection with an extended day care program, and has the necessary skills, equipment and experience to continue to provide such services for the District;

Now therefore, the parties agree as follows:

1. OPERATION AND SERVICE

   a. Independent Contractor. The status of VENDOR under this Agreement shall be that of an independent contractor. VENDOR warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, CUSD shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

   b. Operating Schedule. The extended day child-care program to be operated by VENDOR will be available for elementary and middle school students and qualifying special education students and will be available to such children from 6:30 a.m. to 6:00 p.m. on all days that regular classes are held by CUSD at the school campuses, winter recess, spring recess and pupil-free days except for holidays designated in this article. This includes the regular school year schedule, the year-round school schedules, and summer school schedules.

The program may operate on those days during the year when CUSD is closed for observance of the following holidays: Independence Day, Labor Day, Thanksgiving Day and Day after Thanksgiving, Christmas Eve (until 1 P.M.), New Years Eve (until 1 P.M.), Presidents' Day, and Memorial Day.

c. Additional Programs. In addition to the regular operating schedule as described in paragraph 1.b above, the VENDOR shall provide recreational drop-in programs on those days during the year identified as "pupil-free days" at CUSD elementary and middle schools. Such programs may be operated at individual sites or may be scheduled regionally, at the discretion of the VENDOR.

d. Program Administration. VENDOR shall administer the extended day child-care program in accordance with the provisions of this contract and all District, State and Federal laws, rules, and regulations dealing with child care or the use of the District's school property. VENDOR shall within 48 hours inform and provide CUSD with a copy of site visits, reviews or reports or findings of any State or Federal regulatory agency involving any program operated by VENDOR under this agreement. In the event that any deficiencies noted or corrections required as a result of such visits, reports, reviews or findings, VENDOR will provide CUSD with a written plan of action which will ensure timely and appropriate correction.

CUSD shall monitor, evaluate and provide technical and program development assistance as CUSD in its sole discretion determines appropriate to the VENDOR in the conduct of extended day child-care program activities provided under this Agreement. CUSD shall have the right to monitor and evaluate the VENDOR premises with regard to fire code regulations, sanitation and cleanliness, and other applicable safety laws and regulations. CUSD shall also have the right to notify VENDOR that, if recommended work is not addressed within ten days, District can direct work to be completed by others and bill the VENDOR for said work.

e. Non-Discrimination. In the performance of the terms of this agreement, VENDOR agrees that it will not engage in nor permit any employee or contractor as it may employ to engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, age, marital status, or sex of such persons. Therefore, the VENDOR agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment Practices Act as set forth in Government Code § 12940 et. seq. and Labor Code § 1735. In addition, the VENDOR agrees to require like compliance by all contractors employed to do work under this contract.

f. Entry by CUSD. CUSD shall have the right at reasonable times to enter upon VENDOR-supervised premises for the purposes of inspecting same in order to determine whether VENDOR is complying with the terms of this Agreement. The right and authority hereby reserved in this paragraph does not impose, nor does CUSD assume by reason thereof, any responsibility or liability whatsoever for any acts, omissions or the negligence of VENDOR, VENDOR's members, guest, clients, agents, contractors and employees on said premises.

g. Public Relations, Advertising, Announcement. CUSD agrees to distribute at least one notice, subject to CUSD approval of the format and content of each notice, each semester to parents of elementary and middle school students in CUSD announcing the availability of the extended day child-care program located at selected CUSD school campuses. VENDOR shall prepare and pay for these notices and any and all other advertising or public relations costs. VENDOR may erect suitable informational and directional signs or posters only after approval by CUSD of location, design, color and construction of such signs or posters. The VENDOR agrees to be solely responsible for communication with parents regarding fee disputes, complaints regarding program and complaints against extended day child-care personnel.

h. Participants. Elementary and middle school regular program and qualifying special education students that attend school at the various schools operated by CUSD shall be eligible to participate in the extended day child-care program to be operated by VENDOR. VENDOR shall have the right to determine which students will be permitted to attend the extended day child-care program based on reasonable rules, regulations, and age requirements as approved by CUSD.

Exclusion of students from the VENDOR extended day child-care program will be permitted for nonpayment of fees, discipline, failure to meet eligibility requirements, behavior problems, or lack of required immunizations.

i. Immunization. Enrollees in the VENDOR extended day child-care program shall be subject to the same legal requirements regarding medical history and immunization as pupils in the public schools in the State of California.

2. PROGRAM AND USE FEES

a. Program Fees Charged to Participants. VENDOR shall be permitted to charge a reasonable fee to the participants in the extended day child-care program. No VENDOR program fees will be charged to CUSD or collected by CUSD. The amount of the program fee to be charged to participants shall be determined by VENDOR and shall be competitive with fees for similar services in the area, subject to review by CUSD to determine reasonableness of VENDOR's fee schedule. District shall review the VENDOR proposed fee schedule or any modifications thereof 30 days prior to its implementation. The fee schedule for the extended day child-care program shall be the same throughout the District.

b. District Use Fees Charged to VENDOR.

i. VENDOR Owned Classrooms/Buildings: VENDOR will pay CUSD a minimum of Ninety-Five Dollars ($95) per month per VENDOR-owned building/classroom as a monthly operating and use fee for extended day child care programs.

On an annual basis, the VENDOR will provide the District with a list of VENDOR-owned buildings placed on each District site. This list will be updated whenever changes occur. The District will invoice the VENDOR monthly for the operating and use fee.

This operating and use fee for VENDOR-owned buildings shall cover costs associated with CUSD-provided rest rooms, parking lots, exterior lights, water/sewage fees and trash pick up. In addition, the VENDOR will pay to CUSD the cost of electricity used by any of VENDOR's relocatable buildings as shown by the separate electrical meter (see Section 3.d herein). Custodial services are to be provided by VENDOR. CUSD will not be responsible for maintaining/cleaning VENDOR's relocatable buildings.

ii. CUSD Owned Classrooms/Buildings: VENDOR shall pay CUSD a minimum operating and use fee of Nine Hundred Fifty Dollars ($950) per month per classroom or per relocatable building for VENDOR extended day child-care programs operated in CUSD-owned classrooms and relocatable buildings at the school site. The operating fee shall include electricity, custodial services and routine maintenance.

The District reserves the right to increase the minimum use and operating fees on an annual basis. The District will limit such fee increases to 10% annually.

iii. Annual Gross Receipt Fees: In addition to all operation and use fees, VENDOR shall pay CUSD one percent (1%) of annual gross receipts for any and all extended day child-care programs and additional programs operated in VENDOR-provided classrooms on CUSD property or District classrooms or buildings based upon a minimum annual gross receipt of not less than Four Million Dollars ($4,000,000). This fee will be due annually based on the prior years' gross revenue and adjusted pursuant to independent audit provided by VENDOR to the District by June 30.

c. VENDOR Elective Recreational Programs. VENDOR shall be permitted to offer elective recreational programs on a participant fee basis on those school campuses where VENDOR is providing an extended day child-care program as follows:

Lunch hour programs -	CUSD students only
Pre-school programs	No restriction
After-school programs	No restriction

Elective recreational programs operated by VENDOR shall not interfere with the operation of the extended day child-care program. In lieu of a Facilities Use Permit for each elective recreational program at each extended day child care site,

VENDOR shall submit a quarterly plan to DISTRICT for approval at least 30 days prior to the start of the quarter. The plan shall include the date, time, location and type of recreational program to be offered by VENDOR. Any VENDOR elective recreational program which uses the therapy pool at Philip J. Reilly School must be scheduled through the Orange County Department of Education.

For purposes of this section, "pre-school" and "after-school" refer to programs operated before and after regular school hours, and not to programs for pre-school aged children.

3. FACILITIES

a. Relocatables. In connection with this Program, VENDOR shall provide VENDOR-owned relocatable buildings at designated District elementary and middle school campuses for the purpose of housing the extended day child care program to be operated by VENDOR, and shall use such District-owned classrooms as the District, at its sole discretion, shall from time to time designate.

At the termination of this agreement or should CUSD determine in its sole discretion to discontinue child-care programs at any site, the VENDOR will, at the District's option and at VENDOR's expense, remove relocatable buildings provided by the VENDOR for child care or convey these buildings to the District at a price equal to fair market value. Should the District and VENDOR be unable to agree as to the option price the matter will be submitted to an arbitrator for final determination, pursuant to the commercial arbitration rules.

b. Physical Location of Relocatable Buildings and Classroom Space. CUSD shall make space available on those campuses consistent with the District's educational operations for the VENDOR to operate the extended day child-care program. CUSD shall have the absolute right to determine the actual physical placement of the relocatable building on each school campus. In determining the physical placement of each relocatable building, CUSD shall give special consideration to the location of playground and playground access, restrooms, water fountains, shaded areas, parking lots, and exterior lighting. All costs associated with compliance with the California Environmental Quality Act ("CEQA") shall be the responsibility of the VENDOR. During hours of operation of the extended day child-care program the VENDOR shall have reasonable access to and use of playground space, rest rooms, water fountains, parking space, and exterior lighting provided that such access does not interfere with the District's regular school programs.

c. Use of and Access to State-Approved Relocatable Buildings. VENDOR shall use only those relocatable buildings that have been approved by the State of California for extended day child-care programs. CUSD will assist VENDOR, as needed, in locating vendors who produce such state approved relocatable buildings. Relocatable buildings and their installation shall meet all Federal and

State legal requirements, including but not limited to handicapped access requirements.

d. Utilities. CUSD shall be responsible for providing electrical utilities to the VENDOR's relocatable buildings when the relocatable location has been approved by the District. This shall include installation of electrical wiring to the relocatable building from the existing school site building and installation of a separate electrical meter. CUSD will invoice VENDOR for all costs related to electrical utilities, including installation of wiring, providing service to the building, trenching, conduit, and cost of the meter. VENDOR shall read meters on a monthly basis and report usage to CUSD. CUSD will invoice VENDOR for cost of electricity and will perform periodic audits to verify meter readings.

CUSD shall provide exterior lighting, water, and sewer where and when feasible, and trash pick-up for VENDOR's extended day child-care program when the relocatable location has been approved by CUSD. Costs for these services shall be included in the operating use fees paid to CUSD by VENDOR. VENDOR shall be required to provide and pay for its own telephone service at each location.

e. Alterations or Improvements. VENDOR, at its own expense, shall have the right, upon obtaining prior written consent from CUSD, to construct alterations and improvements on or about the VENDOR-owned relocatable buildings. When allowed by the District, alterations and improvements shall be made in compliance with all Federal and State laws including Division of the State Architect ("DSA") approvals when required. Subject to any District options to purchase, any alterations or improvements shall be removed upon the termination of this agreement at the VENDOR's sole expense. VENDOR's personal property, business and trade fixtures, cabinet work, furniture, movable partitions, machinery and equipment, and the relocatable buildings themselves, other than that which is affixed to the premises so that it cannot be removed without material damage to the premises, shall remain the property of VENDOR and shall be removed by VENDOR, provided that the District does not exercise any option herein provided.

f. VENDOR Upkeep of Relocatable Buildings. VENDOR shall maintain the interior and exterior of its relocatable buildings in good repair as defined by the State of California Office of Public School Construction, including painting of exterior walls and ramps, replacement of broken glass in windows, and removal of graffiti. If VENDOR does not provide a level of maintenance satisfactory to the District, upon ten (10) days written notice to the VENDOR, the District will make any necessary repairs and will be entitled to reimbursements from the VENDOR for the cost of the repairs.

g. Furniture and Equipment. VENDOR shall provide all furniture and equipment required for the operation of VENDOR's extended day child-care program in VENDOR's buildings.

h. Reciprocal Use of Facilities. From time to time CUSD may desire to use a VENDOR facility for a portion or all of a school day for classroom instruction purposes. The schedule of CUSD use of a VENDOR facility shall be subject to approval of VENDOR.

4. MISCELLANEOUS TERMS AND CONDITIONS

a. Term of Agreement. The term of this Agreement shall be for a period of five (5) years from July 1, 2011, through June 30, 2016.

b. Termination of Agreement. Either party may, by giving a 60-day written notice specifying the effective date, terminate this Agreement in whole or in part for cause, which shall include failure, for any reason, of either party to fulfill in a timely and proper manner its obligation under this Agreement. Either party may, by giving a 120-day notice, terminate this Agreement for any reason.

c. Compliance with the Law. VENDOR shall comply with the requirements of all municipal, State and Federal statues, ordinances, rules, orders, regulations, and laws now in effect or which may hereafter be in effect during the term of this Agreement pertaining to any act of the VENDOR including but not limited to the operation of an extended day child-care program and the use and occupancy of the program facilities. VENDOR shall not commit or suffer to be committed to said premises any nuisance or other act which may disturb the quiet enjoyment of adjoining property owners or occupants.

d. Philip J. Reilly School. Under the Operating Agreement between District and the Orange County Superintendent of Schools (hereinafter referred to as COUNTY) any use of buildings and grounds of this jointly owned facility shall be scheduled by District, except for the use of the therapy pool, which use shall be scheduled by COUNTY.

e. Indemnity. CUSD and COUNTY shall assume no liability for any use of any VENDOR or CUSD premises used by VENDOR to operate any of the programs provided by VENDOR under this agreement. VENDOR waives and releases all claims against CUSD and COUNTY for death, injuries, or damage to property sustained by VENDOR, its agents, employees and volunteers, in, upon, or about said premises caused by the negligence of VENDOR, and VENDOR agrees to indemnify, defend, and hold CUSD and COUNTY, and their respective officers, officials, and employees, harmless from and against any and all liability, loss, damage, expense, cost, claim, or action, including liability for injury, wrongful death, or property damage sustained by any person, arising out of or in connection with the actions or services, or failure to act, of VENDOR, or arising out of any act or omission by VENDOR, its employees, agents, and contractors, including failure of VENDOR to keep the premises in good condition and repaired as provided in the Agreement, except when such loss or damage was caused by the sole negligence of willful misconduct of CUSD or the COUNTY, respectively.

In executing this Agreement, and the waiver and release contained in this Section, VENDOR specifically waives the provision of the California Civil Code § 1542, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.
>
> VENDOR, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

f. Insurance.

i. Liability Insurance. VENDOR shall provide and shall maintain in force, during the term of this Agreement, $10,000,000 combined single limit comprehensive general liability insurance, including automobile and property insurance. The policy or policies of liability insurance shall name CAPISTRANO UNIFIED SCHOOL DISTRICT (CUSD) and ORANGE COUNTY SUPERINTENDENT OF SCHOOLS (COUNTY) and their officials, officers, agents, employees, and volunteers as additional named insured under the terms of such policy or policies. Further, such policy shall not be cancelled without thirty (30) days prior written notice to CUSD. Within 10 days of execution of this Agreement, and at least 15 days prior to the expiration of any such policies, VENDOR shall furnish CUSD with a copy of the policy or policies making up the District Policies and Certificate(s) of Insurance stating that such insurance is in full force and effect, and shall provide any additional evidence of coverage required by the CUSD.

VENDOR's insurance coverage shall be primary insurance as respects CUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CUSD, its officers, officials, employees, or volunteers shall be excess of VENDOR's insurance and shall not contribute to it.

ii. Worker's Compensation and Other Employee Insurance. VENDOR shall provide worker's compensation insurance, unemployment insurance, and disability insurance for all its employees, as required by law, and shall provide employer's liability insurance coverage with limits of no less $1,000,000 per accident for bodily injury or disease.

Within 10 days of execution of this Agreement, and least 15 days prior to the expiration of any such policies, VENDOR shall furnish CUSD with a copy of the policy or policies obtained in compliance this Section, stating that such insurance is in full force, and shall provide any additional evidence of coverage required by CUSD.

iii. VENDOR's insurance coverage shall be primary insurance as respects CUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CUSD, its officers, officials, employees, or volunteers shall be excess of VENDOR's insurance and shall not contribute to it. Each insurance policy required herein shall contain, or be endorsed to contain, a waiver of all rights of subrogation against CUSD.

iv. Any deductibles or self-insured retentions must be declared to, and approved by, CUSD. At the option of CUSD, either: VENDOR shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects CUSD, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to CUSD guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

v. CUSD reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

vi. Certificates of Insurance. Certificates for all types of insurance and an additional insured endorsement for the liability coverage shall be furnished to CUSD within two weeks of the commencement date of this contract, such certificates indicating the name of the carrier, the policy number, and the expiration date. Renewal certificates shall be provided within 15 days of the renewal. 30 days prior to an interruption in coverage, VENDOR is responsible for notifying CUSD. Failure, however, of CUSD to obtain the required documents within the time frames herein shall not waive VENDOR's obligation to provide them. CUSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Agreement, at any time.

g. Accidents. VENDOR shall report to CUSD any serious accident or incident that occurs within three (3) hours of occurrence.

h. Claims Made. VENDOR shall report to CUSD in writing all claims made against the VENDOR in its operation of child-care programs in CUSD. VENDOR shall also provide copies to CUSD, within ten days of their receipt by VENDOR, of any written reports from Department of Social Services indicating deficiencies or documenting a specific incident.

i. Assignment. Neither this Agreement nor any interest therein, whether legal or equitable, shall be assigned, subleased, transferred, alienated, pledged, or hypothesized, voluntarily or by operation of law by VENDOR without the prior written consent of CUSD. The consent to one assignment, sublease, transfer, alienation, pledge, or hypothecation shall not be deemed to be a consent to any subsequent assignment, sublease, transfer, alienation, pledge, or hypothecation. Any such assignment, sublease, transfer, alienation, pledge, or hypothecation shall be void and shall, at CUSD's option, terminate this Agreement.

j. Amendments to Agreement. This Agreement may only be amended by the mutual written consent of the parties hereto. No oral understanding or agreement not incorporated in this contract shall be binding on either party.

k. Complete and Exclusive Statement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties. This Agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

l. Contact Person. Each party to this Agreement shall name one individual to be the representative contact person for all matters related to this Agreement.

m. Attachments. All attachments to this Agreement are incorporated herein by this reference.

CAPISTRANO UNIFIED SCHOOL DISTRICT

DATED: _____, 2011 By_____

_____
Title

YMCA OF ORANGE COUNTY

DATED: _____, 2011 By_____

_____
Title

CAPISTRANO UNIFIED SCHOOL DISTRICT
JOURNEY CHARTER SCHOOL AGREEMENT 2011-2012
FOR USE OF FACILITIES AT FOXBOROUGH CAMPUS

THIS AGREEMENT is made and entered into this 29th day of June, 2011, by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter referred to as "CUSD"), and the JOURNEY CHARTER SCHOOL, a non-profit public benefit corporation (hereinafter referred to as JCS). This lease is for the period July 1, 2011 to June 30, 2012.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, INTENDING TO BE LEGALLY BOUND HEREBY, CUSD and Journey Charter School (collectively, the "Parties") agree as follows:

1. Grant of Lease to JCS to Use Facilities: CUSD hereby grants to JCS the lease of, and right to enter onto and use portable classrooms at the Foxborough campus located at 27102 Foxborough, Aliso Viejo, CA 92656, specified in Section 2 below (the "Facilities") to operate its K-8 charter school program, and for no other use without the prior written consent of CUSD, which consent may be withheld in CUSD's sole and absolute discretion. JCS shall be solely responsible for determining the suitability of the Facilities for its intended use and JCS shall fully meet all governmental laws, regulations and rules concerning JCS use of the Facilities.

2. Location of Facilities: The Facilities consist of the office/staff lounge, the kindergarten building (K-1, K-2, and restroom), classrooms 1, 2, 3, 4, 5, 6, 7, 8, 9, 12, 13, 14, and 21, the "Parent Room", the "Handwork Room", and the multi-purpose room in the back of the campus. All together, the leased space amounts to 20,520 square feet. In addition, CUSD shall make available and JCS shall be permitted nonexclusive use of one restroom facility located adjacent to lunch shelter, play areas, shared use of the north and south grass field play areas (coordinated with other tenants) and existing parking spaces (together, the "Related Facilities").

3. Utilities and Services: JCS shall be responsible for securing and paying for utilities at the site, including natural gas, domestic water, irrigation water, sewer, waste disposal and electricity. It is understood that JCS has its own utility meters and will continue to pay all utility costs directly to the responsible agencies. In regard to telephone service, CUSD has installed telephone lines in each of the classrooms to be used by JCS. JCS shall provide its own telephones and pay for its own telephone services.

4. Alterations, Improvements: JCS, at its own expense, shall have the right, upon obtaining the written consent of CUSD, which consent may be withheld in CUSD's sole and absolute discretion, prior to beginning work, to construct alterations and improvements to the Facilities. If requested by CUSD in writing at least thirty (30) days prior to the termination of this Agreement, JCS agrees to remove any alterations, additions or improvements upon the termination of this Agreement and restore the premises to their prior condition at JCS sole cost and expense.

5. Maintenance of Building: JCS at its sole cost shall maintain the interior and exterior of the Facilities in good repair, including painting of walls and ramps, replacement of broken glass in windows, and prompt removal of graffiti. JCS may use CUSD maintenance

services by mutual consent, to perform the work at cost. CUSD will have responsibility for structural repairs, such as roofing.

6. Maintenance Notification: CUSD shall provide notice to JCS in advance of routine maintenance procedures involving pesticides, herbicides, or other chemicals to Foxborough buildings or playgrounds that are in close proximity to the Facilities. The JCS calendar will be provided to CUSD Department of Maintenance and Operations for planning purposes. The M & O department will consider the JCS calendar in scheduling above procedures.

7. As-is Condition of Facilities and Related Facilities: JCS acknowledges that the Facilities and the Related Facilities are being made available to JCS in an "As Is" "Where Is" condition, and neither CUSD nor any agent of CUSD has made any representation or warranty with respect to the Facilities, the Related Facilities or the condition thereof, or any improvement located on the Foxborough campus. Entering onto the Foxborough campus by JCS shall be at JCS sole risk and JCS acknowledges that it has assumed the risk of entry upon the Foxborough campus for JCS person, invitees, users, guests, clients, contractors and property, and shall conclusively establish that the Facilities and Related Facilities at Foxborough are in satisfactory condition for JCS activities.

8. Furniture and Equipment: JCS shall be permitted to continue to utilize the current furniture located in the Facilities. As the Facilities are being accepted by JCS in an "As Is" and "Where Is" condition and neither CUSD nor any agent of CUSD has made any representation or warranty with respect to such furniture, JCS shall provide any additional furniture and equipment required for operation of its program. All furniture used by JCS will meet state legal requirements.

9. Student Safety: JCS students, staff and visitors will comply with all applicable laws, regulations and procedures concerning or related to JCS use of the Facilities and Related Facilities, including, but not limited to, CUSD and Foxborough emergency procedures, safety and supervision policies and procedures while on school grounds.

10. Operating Schedule: The education program to be operated on CUSD property by JCS will operate on a schedule that will minimize traffic congestion at the beginning and end of the school day. JCS agrees to offset start and end times by at least 20 minutes from Aliso Niguel High School for the 2011-12 school year bell schedule.

11. Independent Contractor: JCS shall be an independent contractor under this agreement, and at no time shall JCS represent itself to be an agent of CUSD.

12. Right of Entry by CUSD: CUSD shall have the right, at reasonable times, to enter the Facilities for the purpose of inspecting them. Reasonable courtesy notice to the Administrator of JCS shall be provided except in case of emergency. The right and authority hereby reserved in this paragraph does not impose any responsibility or liability for any acts, omissions or negligence of JCS, JCS staff, guests, clients, and contractors on said Facilities.

13. Rental Payments charged to JCS by CUSD: JCS shall pay CUSD rental payments ("Rental Payments") for the lease of the Facilities calculated at $0.59 per square foot of leased building space per month This per square foot rate has been extended from the

previous agreement through the next year. The 20,580 square feet equates to $12,142.20 per month, or $145,706.40 for one year. Payment shall be made to CUSD, without demand, in advance on or before the first day of each month beginning July 1, 2011 throughout the term of this Agreement.

14. Term of Agreement: This Agreement shall be from July 1, 2011, through June 30, 2012, or until another agreement is entered into by the Parties that supersedes this Agreement with the understanding that all insurance liability requirements will be fulfilled by July 1, 2011. Either party may terminate this Agreement for an "Event of Default", as defined below, by giving thirty (30) days prior written notice specifying the effective termination date. An Event of Default is defined as any material default under this Agreement and may include, but is not limited to, failure for any reason of either party to fulfill in a timely manner its obligations under the Agreement.

15. Compliance with the Law: JCS shall comply with the requirements of all applicable municipal, state, and federal statutes, ordinances, rules, orders, regulations and laws in effect or which may hereafter be in effect during the term of the Agreement pertaining to the operation of an education program and the use and occupancy of the program facilities. JCS shall not commit or suffer to be committed on said premises any nuisance or other act which may disturb the quiet enjoyment of adjoining property owners or occupants.

16. Indemnity: CUSD shall assume no liability for any use of the Facilities and Related Facilities or the Foxborough campus by JCS. JCS waives and releases all claims against CUSD for death, injuries, or damage to property sustained by JCS, its agents, employees, and volunteers in, upon, or about said premises, and JCS agrees to defend and hold CUSD and its officers, officials, agents and employees harmless from any claim or action or liability for injury, wrongful death, or property damage sustained by any person arising out of the use of the premises by JCS, or arising out of any act or omission by JCS, its employees, agents, volunteers and contractors, including failure of JCS to keep the premises in good condition and repaired as provided in the Agreement. The obligations of JCS under this paragraph 16 shall survive the termination or expiration of this Agreement with respect o any claims or liability arising prior to such termination or expiration.

17. Comparative Indemnity: Notwithstanding any other provision of the Agreement, the obligations of JCS to indemnify and hold harmless CUSD shall not extend to any claim, loss, damage, liability, cost or expense arising out of the gross negligent or willful misconduct of CUSD, any of their respective agents or employees or other parties.

18. Liability Insurance: JCS shall provide and shall maintain in force, during the term of this Agreement, comprehensive personal injury and property damage liability insurance, with minimum personal injury liability limits of $1,000,000 per person and $2,000,000 per occurrence. The policy or policies of liability insurance shall name CUSD (CAPISTRANO UNIFIED SCHOOL DISTRICT), its officers, agents, and employees as additional insured under the terms of such policy or policies. Further, such policy shall not be cancelled without thirty (30) days prior written notice to CUSD. (Insurance Certificates attached).

19. Workers Compensation and other Employee Insurance: JCS shall provide workers' compensation insurance, unemployment insurance, and disability insurance for all its employees, as required by law, and shall provide employer's liability insurance coverage with limits of no less than $1,000,000 per accident for bodily injury or disease.

20. Insurance Primary: JCS's insurance coverage shall be primary insurance as respects CUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CUSD, its officers, officials, employees, or volunteers shall be excess of JCS's insurance and shall not contribute to it. Each insurance policy required herein shall contain, or be endorsed to contain, a waiver of all rights of subrogation against CUSD.

21. Certificates of Insurance: Current certificates for all types of insurance and an additional insured endorsement for the liability coverage shall be on file with CUSD before the opening of school indicating the name of the carrier, the policy number and the expiration date. Such Certificates of Insurance shall not be cancelled without thirty (30) days prior written notice to CUSD. Renewal certificates shall be provided by JCS to CUSD at least fifteen (15) days before the expiration of such policies.

22. Insurance Deductibles: Any deductibles or self-insured retentions must be declared to, and approved by, CUSD. At the option of CUSD, either: JCS shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects CUSD, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to CUSD guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

23. Assignment and Sublease: Neither this Agreement nor any interest therein, whether legal or equitable, shall be assigned, subleased, transferred, alienated, pledged, or hypothesized, voluntarily or by operation of law by JCS without the prior written consent of CUSD, which consent may be withheld in its sole and absolute discretion. Any such assignment, sublease, transfer, alienation, pledge, or hypothecation shall be void and shall, at CUSD's option, terminate this Agreement.

24. Exemption of CUSD from Liability: CUSD shall not be liable for any damage or injury to the person, business (including loss of business profits or loss of income derived from JCS's business or for damage to the improvements, trade fixtures, contents or other property of JCS), JCS's employees, invitees, customers or any other person in or about the Facilities and the Related Facilities, whether such damage or injury is caused by or results from : (a) fire, steam, electricity, water, gas or rain; (b) breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; or (c) conditions arising in or about the Facilities or elsewhere, except to the extent caused by CUSD's gross negligence or willful misconduct. CUSD shall have no liability for consequential or special damages.

25. Hazardous Substance: The term "Hazardous Substance" as used in this Agreement shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the Facilities; (ii) regulated or monitored by any government authority, or (iii) a basis for

potential liability of CUSD to any governmental agency or third party under any applicable statute or common law theory. If JCS knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Facilities, JCS shall immediately give written notice of such fact to CUSD, and provide CUSD with a copy of any report, notice, claim, or other documentation which it has concerning the presence of such Hazardous Substances. JCS shall not cause or permit any Hazardous Substances to be spilled or released in, on, under, or about the Facilities and shall promptly, at JCS expense, comply with all requirements, laws, ordinances, regulations, or orders having to do with the public safety, welfare, the environment, or any other matters, as such may be promulgated by any federal, state, or local governmental body or agency and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security, and/or monitoring of the Facilities or neighboring properties, that was caused or materially contributed to by JCS, or pertaining to or involving any Hazardous Substance brought onto the Facilities during the term of this Agreement by any agent of JCS. JCS shall indemnify, defend and hold CUSD, its agents, employees, and lenders, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Facilities by or for JCS, or any agent of JCS. JCS' obligations shall include, but not be limited to, the effects of any contamination or injury to person, property, or the environment created or caused by JCS, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Agreement.

26. Actions Upon Dissolution: Should JCS cease operation, all assets secured from the appropriation of public funds shall be returned to CUSD. All other assets will be distributed in accordance with laws and regulations in force that govern the dissolution of non-profit public benefit corporations. The JCS charter will comply with all portions of EC 47605(b)(5)(P), including the requirement that there shall be "a final audit of the school to determine the disposition of all assets and liabilities of the Charter School, including plans for disposing of any net assets and for the maintenance and transfer of pupil records." Further, the school will notify parents, students, the California Department of Education, districts affected by the closure, and the Orange County Office of Education.

27. Amendments: This Agreement may only be amended by the mutual written consent of the parties hereto. No oral understanding or agreement not incorporated in this contract shall be binding on either party.

28. Applicable Law: This Agreement shall be governed by the laws of the State of California.

29. Complete and Exclusive Statement: This Agreement is the complete and exclusive statement of the mutual understanding of the Parties. This Agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

30. Severability: If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement."

31. Applicable Law: This agreement shall be governed by the laws of the State of California.

32. Contact Person: Each party to this Agreement shall name one individual to be the representative contact person for matters related to this Agreement. At the date of this agreement, the addresses of the Parties are as follows:

Journey Charter School Education Administrator 27102 Foxborough Aliso Viejo, California 92656	Capistrano Unified School District Ronald Lebs, Deputy Superintendent 33122 Valle Road San Juan Capistrano, California 92675

33. Exhibits: All Exhibits attached hereto or referenced herein are incorporated into the Agreement by reference.

34. Headings: The headings of the paragraphs or sections of this Agreement are for convenience of reference only and are not to be used to interpret or construe any provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto agree to the terms above and have executed this Amendment on the day and year set forth below:

JOURNEY CHARTER SCHOOL

By:_____
Council President or Designee

Date:_____

CAPISTRANO UNIFIED SCHOOL DISTRICT

By:_____
Superintendent or Superintendent's Designee

Date:_____

CAPISTRANO UNIFIED SCHOOL DISTRICT
NIGUEL CHILDRENS CENTER AGREEMENT 2011-2012
FOR USE OF FACILITIES AT FOXBOROUGH CAMPUS

THIS AGREEMENT is made and entered into this 29th day of June, 2011, by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter referred to as "CUSD"), and the NIGUEL CHILDREN'S CENTER (hereinafter referred to as NCC). This lease is for the period July 1, 2011 to June 30, 2012.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, INTENDING TO BE LEGALLY BOUND HEREBY, CUSD and NCC (collectively, the "Parties") agree as follows:

1. Grant of Lease to NCC to Use Facilities: CUSD hereby grants to NCC the lease of, and right to enter onto and use portable classrooms at the Foxborough campus located at 27102 Foxborough, Aliso Viejo, CA 92656, specified in Section 2 below (the "Facilities") to operate its Preschool/Childcare program, and for no other use without the prior written consent of CUSD, which consent may be withheld in CUSD's sole and absolute discretion. NCC shall be solely responsible for determining the suitability of the Facilities for its intended use and NCC shall fully meet all governmental laws, regulations and rules concerning NCC use of the Facilities.

2. Location of Facilities: The Facilities consist of three separate portable buildings in the northern portion of the campus identified as NCC room numbers 2 (960 square feet) and 4 (960 square feet), and the larger office/room 3 building (1,800 square feet) for a total of 3,720 square feet of leases space. During the months of July and August, NCC desires to use only the office space (1,200 square feet) and room 4 (960 square feet) for a total of 2,160 square feet of leased space. In addition, NCC shall have the use of one restroom building located south of the existing NCC complex, shared use of the north portion of the grass field play area (coordinated with schedule for other tenant at the Foxborough campus) and 25 parking spaces.

3. Utilities and Services: NCC shall be responsible for securing and paying for utilities at the site, including natural gas, domestic water, irrigation water, sewer, waste disposal and electricity. It is understood that NCC will continue to share utility costs with the Journey School based upon an agreed use percentage between the two schools. In regard to telephone service, CUSD has installed telephone lines in each of the classrooms to be used by NCC. NCC shall provide its own telephones and pay for its own telephone services.

4. Alterations, Improvements: NCC, at its own expense, shall have the right, upon obtaining the written consent of CUSD, which consent may be withheld in CUSD's sole and absolute discretion, prior to beginning work, to construct alterations and improvements to the Facilities. If requested by CUSD in writing at least thirty (30) days prior to the termination of this Agreement, NCC agrees to remove any alterations, additions or improvements upon the termination of this Agreement and restore the premises to their prior condition at NCC sole cost and expense.

5. Maintenance of Building: NCC at its sole cost shall maintain the interior and exterior of the Facilities in good repair, including painting of walls and ramps, replacement of broken glass in windows, and prompt removal of graffiti. NCC may use CUSD maintenance

services by mutual consent, to perform the work at cost. CUSD will have responsibility for structural repairs, such as roofing.

6. Maintenance Notification: CUSD shall provide notice to NCC in advance of routine maintenance procedures involving pesticides, herbicides, or other chemicals to Foxborough buildings or playgrounds that are in close proximity to the Facilities. The NCC calendar will be provided to CUSD Department of Maintenance and Operations for planning purposes. The M & O department will consider the NCC calendar in scheduling above procedures.

7. As-is Condition of Facilities and Related Facilities: NCC acknowledges that the Facilities and the Related Facilities are being made available to NCC in an "As Is" "Where Is" condition, and neither CUSD nor any agent of CUSD has made any representation or warranty with respect to the Facilities, the Related Facilities or the condition thereof, or any improvement located on the Foxborough campus. Entering onto the Foxborough campus by NCC shall be at NCC sole risk and NCC acknowledges that it has assumed the risk of entry upon the Foxborough campus for NCC person, invitees, users, guests, clients, contractors and property, and shall conclusively establish that the Facilities and Related Facilities at Foxborough are in satisfactory condition for NCC activities.

8. Furniture and Equipment: NCC shall be permitted to continue to utilize the current furniture located in the Facilities. As the Facilities are being accepted by NCC in an "As Is" and "Where Is" condition and neither CUSD nor any agent of CUSD has made any representation or warranty with respect to such furniture, NCC shall provide any additional furniture and equipment required for operation of its program. All furniture used by NCC will meet state legal requirements.

9. Student Safety: NCC students, staff and visitors will comply with all applicable laws, regulations and procedures concerning or related to NCC use of the Facilities and Related Facilities, including, but not limited to, CUSD and Foxborough emergency procedures, safety and supervision policies and procedures while on school grounds.

10. Operating Schedule: The education program to be operated on CUSD property by NCC will operate on a schedule that will minimize traffic congestion at the beginning and end of the school day. NCC agrees to offset start and end times by at least 20 minutes from Aliso Niguel High School for the 2011-12 school year bell schedule.

11. Independent Contractor: NCC shall be an independent contractor under this agreement, and at no time shall NCC represent itself to be an agent of CUSD.

12. Right of Entry by CUSD: CUSD shall have the right, at reasonable times, to enter the Facilities for the purpose of inspecting them. Reasonable courtesy notice to the Administrator of NCC shall be provided except in case of emergency. The right and authority hereby reserved in this paragraph does not impose any responsibility or liability for any acts, omissions or negligence of NCC, NCC staff, guests, clients, and contractors on said Facilities.

13. Rental Payments charged to NCC by CUSD: NCC shall pay CUSD rental payments ("Rental Payments") for the lease of the Facilities calculated at $1.25 per square foot of leased building space based on the assumption that 3,720 square feet of space is leased by NCC for a total of $4,650 per month for ten (10) months for the Facilities. During the months

of July and August, the rental payments will be reduce to $2,700 due to the reduction in leased space. Rental Payments shall include contract services and security services not covered under Section 3 of this Agreement. Payment shall be made to CUSD, without demand, in advance on or before the first day of each month beginning July 1, 2011 throughout the term of this Agreement.

14. Term of Agreement: This Agreement shall be from July 1, 2011, through June 30, 2012, or until another agreement is entered into by the Parties that supersedes this Agreement with the understanding that all insurance liability requirements will be fulfilled by July 1, 2011. Either party may terminate this Agreement for an "Event of Default", as defined below, by giving thirty (30) days prior written notice specifying the effective termination date. An Event of Default is defined as any material default under this Agreement and may include, but is not limited to, failure for any reason of either party to fulfill in a timely manner its obligations under the Agreement.

15. Compliance with the Law: NCC shall comply with the requirements of all applicable municipal, state, and federal statutes, ordinances, rules, orders, regulations and laws in effect or which may hereafter be in effect during the term of the Agreement pertaining to the operation of an education program and the use and occupancy of the program facilities. NCC shall not commit or suffer to be committed on said premises any nuisance or other act which may disturb the quiet enjoyment of adjoining property owners or occupants.

16. Indemnity: CUSD shall assume no liability for any use of the Facilities and Related Facilities or the Foxborough campus by NCC. NCC waives and releases all claims against CUSD for death, injuries, or damage to property sustained by NCC, its agents, volunteers, and employees, in, upon, or about said premises, and NCC agrees to defend and hold CUSD and its officers, officials, agents and employees harmless from any claim or action or liability for injury, wrongful death, or property damage sustained by any person arising out of the use of the premises by NCC, or arising out of any act or omission by NCC, its employees, agents, volunteers, and contractors, including failure of NCC to keep the premises in good condition and repaired as provided in the Agreement. The obligations of NCC under this paragraph 16 shall survive the termination or expiration of this Agreement with respect o any claims or liability arising prior to such termination or expiration.

17. Comparative Indemnity: Notwithstanding any other provision of the Agreement, the obligations of NCC to indemnify and hold harmless CUSD shall not extend to any claim, loss, damage, liability, cost or expense arising out of the gross negligent or willful misconduct of CUSD, any of their respective agents or employees or other parties.

18. Liability Insurance: NCC shall provide and shall maintain in force, during the term of this Agreement, comprehensive personal injury and property damage liability insurance, with minimum personal injury liability limits of $1,000,000 per person and $2,000,000 per occurrence. The policy or policies of liability insurance shall name CUSD (CAPISTRANO UNIFIED SCHOOL DISTRICT), its officers, agents, and employees as additional insured under the terms of such policy or policies. Further, such policy shall not be cancelled without thirty (30) days prior written notice to CUSD.

19. Workers Compensation and other Employee Insurance: NCC shall provide workers' compensation insurance, unemployment insurance, and disability insurance for all its employees, as required by law.

20. Certificates of Insurance: Current certificates for all types of insurance and an additional insured endorsement for the liability coverage shall be on file with CUSD before the opening of school indicating the name of the carrier, the policy number and the expiration date. Such Certificates of Insurance shall not be cancelled without thirty (30) days prior written notice to CUSD. Renewal certificates shall be provided by NCC to CUSD at least fifteen (15) days before the expiration of such policies.

21. Assignment and Sublease: Neither this Agreement nor any interest therein, whether legal or equitable, shall be assigned, subleased, transferred, alienated, pledged, or hypothesized, voluntarily or by operation of law by NCC without the prior written consent of CUSD, which consent may be withheld in its sole and absolute discretion. Any such assignment, sublease, transfer, alienation, pledge, or hypothecation shall be void and shall, at CUSD's option, terminate this Agreement.

22. Exemption of CUSD from Liability: CUSD shall not be liable for any damage or injury to the person, business (including loss of business profits or loss of income derived from NCC's business or for damage to the improvements, trade fixtures, contents or other property of NCC), NCC's employees, invitees, customers or any other person in or about the Facilities and the Related Facilities, whether such damage or injury is caused by or results from : (a) fire, steam, electricity, water, gas or rain; (b) breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; or (c) conditions arising in or about the Facilities or elsewhere, except to the extent caused by CUSD's gross negligence or willful misconduct. CUSD shall have no liability for consequential or special damages.

23. Hazardous Substance: The term "Hazardous Substance" as used in this Agreement shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the Facilities; (ii) regulated or monitored by any government authority, or (iii) a basis for potential liability of CUSD to any governmental agency or third party under any applicable statute or common law theory. If NCC knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Facilities, NCC shall immediately give written notice of such fact to CUSD, and provide CUSD with a copy of any report, notice, claim, or other documentation which it has concerning the presence of such Hazardous Substances. NCC shall not cause or permit any Hazardous Substances to be spilled or released in, on, under, or about the Facilities and shall promptly, at NCC expense, comply with all requirements, laws, ordinances, regulations, or orders having to do with the public safety, welfare, the environment, or any other matters, as such may be promulgated by any federal, state, or local governmental body or agency and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security, and/or monitoring of the Facilities or neighboring properties, that was caused or materially contributed to by NCC, or pertaining to or involving any Hazardous Substance brought onto the Facilities during the term of this Agreement by any agent of NCC. NCC shall indemnify, defend and hold CUSD, its agents, employees, and lenders, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Facilities by or for NCC, or any agent of NCC. NCC' obligations shall include, but not be limited to, the effects of any contamination or injury to person, property, or the environment created or caused by NCC, and

the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Agreement.

24. Amendments: This Agreement may only be amended by the mutual written consent of the parties hereto. No oral understanding or agreement not incorporated in this contract shall be binding on either party.

25. Applicable Law: This Agreement shall be governed by the laws of the State of California.

26. Complete and Exclusive Statement: This Agreement is the complete and exclusive statement of the mutual understanding of the Parties. This Agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

27. Severability: If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement."

28. Applicable Law: This agreement shall be governed by the laws of the State of California.

29. Contact Person: Each party to this Agreement shall name one individual to be the representative contact person for matters related to this Agreement. At the date of this agreement, the addresses of the Parties are as follows:

Niguel Children's Center Board President 27102 Foxborough Aliso Viejo, California 92656	Capistrano Unified School District Ronald Lebs, Deputy Superintendent 33122 Valle Road San Juan Capistrano, California 92675

30. Exhibits: All Exhibits attached hereto or referenced herein are incorporated into the Agreement by reference.

31. Headings: The headings of the paragraphs or sections of this Agreement are for convenience of reference only and are not to be used to interpret or construe any provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto agree to the terms above and have executed this Amendment on the day and year set forth below:

NIGUEL CHILDREN'S CENTER

By:_____
Board President

Date:_____

CAPISTRANO UNIFIED SCHOOL DISTRICT

By:_____
Superintendent or Superintendent's Designee

Date:_____

CAPISTRANO UNIFIED SCHOOL DISTRICT
COMMUNITY ROOTS CHARTER SCHOOL AGREEMENT 2011-2012
FOR USE OF FACILITIES AT WOOD CANYON ELEMENTARY SCHOOL

THIS AGREEMENT is made and entered into this 29th day of June, 2011, by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter referred to as "CUSD"), and the COMMUNITY ROOTS ACADEMY, a non-profit public benefit corporation (hereinafter referred to as CRA). This lease is for the period July 1, 2011 to June 30, 2012.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, INTENDING TO BE LEGALLY BOUND HEREBY, CUSD and Community Roots Charter School (collectively, the "Parties") agree as follows:

1. Grant of Lease to CRA to Use Facilities: CUSD hereby grants to CRA the lease of, and right to enter onto and use portable classrooms at the Wood Canyon Elementary School campus located at 23431 Knollwood, Aliso Viejo, CA 92656 specified in Section 2 below (the "Facilities") to operate its charter school program, and for no other use without the prior written consent of CUSD, which consent may be withheld in CUSD's sole and absolute discretion. CRA shall be solely responsible for determining the suitability of the Facilities for its intended use and CRA shall fully meet all governmental laws, regulations and rules concerning CRA use of the Facilities.

2. Location of Facilities: The Facilities consist of the four (4) portable classrooms including rooms 31, 34, 35, and 38 located near the south end of the Wood Canyon campus. The total area of leased facilities is calculated to be 3,840 square feet (i.e., 4 rooms at 960 square feet each). In addition, CUSD shall make available and CRA shall be permitted nonexclusive use of one restroom facility, play areas, shared use of the south portion of the grass field play area (coordinated with the elementary school) and existing parking spaces (together, the "Related Facilities").

3. Utilities and Services: CRA shall pay a fair share of utilities costs at the site, including natural gas, water, sewer, waste disposal and electricity. Cost sharing shall be calculated based upon last years' total utilities costs for the entire school divided by the intended future use of building area by CRA. The lease of 3,840 square feet of space equates to a utilities share of $6,041.86 per year or $503.49 per month. The monthly fees are in addition to the rental payments described in Section 13 of this Agreement and shall be paid to CUSD, without demand, in advance on or before the first day of each month beginning July 1, 2011 throughout the term of this Agreement.

4. Alterations, Improvements: CRA, at its own expense, shall have the right, upon obtaining the written consent of CUSD, which consent may be withheld in CUSD's sole and absolute discretion, prior to beginning work, to construct alterations and improvements to the Facilities. If requested by CUSD in writing at least thirty (30) days prior to the termination of this Agreement, CRA agrees to remove any alterations, additions or improvements upon the termination of this Agreement and restore the premises to their prior condition at CRA sole cost and expense.

5. Maintenance of Building: CRA at its sole cost shall maintain the interior and exterior of the Facilities in good repair, including painting of walls and ramps, replacement of broken glass in windows, and prompt removal of graffiti. CRA may use CUSD maintenance

services by mutual consent, to perform the work at cost. CUSD will have responsibility for structural repairs, such as roofing.

6. Maintenance Notification: CUSD shall provide notice to CRA in advance of routine maintenance procedures involving pesticides, herbicides, or other chemicals to Wood Canyon buildings or playgrounds that are in close proximity to the Facilities. The CRA calendar will be provided to CUSD Department of Maintenance and Operations for planning purposes. The M & O department will consider the CRA calendar in scheduling above procedures.

7. As-is Condition of Facilities and Related Facilities: CRA acknowledges that the Facilities and the Related Facilities are being made available to CRA in an "As Is" "Where Is" condition, and neither CUSD nor any agent of CUSD has made any representation or warranty with respect to the Facilities, the Related Facilities or the condition thereof, or any improvement located on the Wood Canyon campus. Entering onto the Wood Canyon campus by CRA shall be at CRA sole risk and CRA acknowledges that it has assumed the risk of entry upon the Wood Canyon campus for CRA person, invitees, users, guests, clients, contractors and property, and shall conclusively establish that the Facilities and Related Facilities at Wood Canyon are in satisfactory condition for CRA activities.

8. Furniture and Equipment: CRA shall be permitted to continue to utilize the current furniture located in the Facilities. As the Facilities are being accepted by CRA in an "As Is" and "Where Is" condition and neither CUSD nor any agent of CUSD has made any representation or warranty with respect to such furniture, CRA shall provide any additional furniture and equipment required for operation of its program. All furniture used by CRA will meet state legal requirements.

9. Student Safety: CRA students, staff and visitors will comply with all applicable laws, regulations and procedures concerning or related to CRA use of the Facilities and Related Facilities, including, but not limited to, CUSD and Wood Canyon emergency procedures, safety and supervision policies and procedures while on school grounds.

10. Operating Schedule: The education program to be operated on CUSD property by CRA will operate on a schedule that will minimize traffic congestion at the beginning and end of the school day.

11. Independent Contractor: CRA shall be an independent contractor under this agreement, and at no time shall CRA represent itself to be an agent of CUSD.

12. Right of Entry by CUSD: CUSD shall have the right, at reasonable times, to enter the Facilities for the purpose of inspecting them. Reasonable courtesy notice to the Administrator of CRA shall be provided except in case of emergency. The right and authority hereby reserved in this paragraph does not impose any responsibility or liability for any acts, omissions or negligence of CRA, CRA staff, guests, clients, and contractors on said Facilities.

13. Rental Payments charged to CRA by CUSD: CRA shall pay CUSD rental payments ("Rental Payments") for the lease of the Facilities calculated at $1.25 per square

foot of 3,840 leased building space for a total of $57,600 for one year or $4,800 per month for twelve months for the Facilities. Payment shall be made to CUSD, without demand, in advance on or before the first day of each month beginning July 1, 2011 throughout the term of this Agreement.

14. Term of Agreement: This Agreement shall be from July 1, 2011, through June 30, 2012, or until another agreement is entered into by the Parties that supersedes this Agreement with the understanding that all insurance liability requirements will be fulfilled by July 1, 2011. Either party may terminate this Agreement for an "Event of Default", as defined below, by giving thirty (30) days prior written notice specifying the effective termination date. An Event of Default is defined as any material default under this Agreement and may include, but is not limited to, failure for any reason of either party to fulfill in a timely manner its obligations under the Agreement.

15. Compliance with the Law: CRA shall comply with the requirements of all applicable municipal, state, and federal statutes, ordinances, rules, orders, regulations and laws in effect or which may hereafter be in effect during the term of the Agreement pertaining to the operation of an education program and the use and occupancy of the program facilities. CRA shall not commit or suffer to be committed on said premises any nuisance or other act which may disturb the quiet enjoyment of adjoining property owners or occupants.

16. Indemnity: CRA agrees to defend and hold CUSD and its officers, officials, agents and employees harmless from any claim or action or liability for injury, wrongful death, or property damage sustained by any person arising out of the use of the premises by CRA, or arising out of any act or omission by CRA, its employees, agents, volunteers, and contractors, including failure of CRA to keep the premises in good condition and repaired as provided in the Agreement. The obligations of CRA under this paragraph 16 shall survive the termination or expiration of this Agreement with respect o any claims or liability arising prior to such termination or expiration.

Notwithstanding the foregoing or any other provision of the Agreement, the obligations of CRA to indemnify and hold harmless CUSD and its officers, officials, agents and employees shall not extend to any claim, loss, damage, liability, cost or expense arising out of the gross negligent or willful misconduct of CUSD, any of their respective officers, officials, agents or employees or other parties.

17. Liability Insurance: CRA shall provide and shall maintain in force, during the term of this Agreement, comprehensive personal injury and property damage liability insurance, with minimum personal injury liability limits of $1,000,000 per person and $2,000,000 per occurrence. The policy or policies of liability insurance shall name CUSD (CAPISTRANO UNIFIED SCHOOL DISTRICT), its officers, agents, and employees as additional insured under the terms of such policy or policies. Further, such policy shall not be cancelled without thirty (30) days prior written notice to CUSD.

18. Workers Compensation and other Employee Insurance: CRA shall provide workers' compensation insurance, unemployment insurance, and disability insurance for all its employees, as required by law, and shall provide employer's liability insurance coverage with limits of no less than $1,000,000 per accident for bodily injury or disease.

19. Insurance Primary: CRA's insurance coverage shall be primary insurance as respects CUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CUSD, its officers, officials, employees, or volunteers shall be excess of CRA's insurance and shall not contribute to it. Each insurance policy required herein shall contain, or be endorsed to contain, a waiver of all rights of subrogation against CUSD.

20. Certificates of Insurance: Current certificates for all types of insurance and an additional insured endorsement for the liability coverage shall be on file with CUSD before the opening of school indicating the name of the carrier, the policy number and the expiration date. Such Certificates of Insurance shall not be cancelled without thirty (30) days prior written notice to CUSD. Renewal certificates shall be provided by CRA to CUSD at least fifteen (15) days before the expiration of such policies.

21. Insurance Deductibles: Any deductibles or self-insured retentions must be declared to, and approved by, CUSD. At the option of CUSD, either: CRA shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects CUSD, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to CUSD guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

22. Assignment and Sublease: Neither this Agreement nor any interest therein, whether legal or equitable, shall be assigned, subleased, transferred, alienated, pledged, or hypothesized, voluntarily or by operation of law by CRA without the prior written consent of CUSD, which consent may be withheld in its sole and absolute discretion. Any such assignment, sublease, transfer, alienation, pledge, or hypothecation shall be void and shall, at CUSD's option, terminate this Agreement.

23. Exemption of CUSD from Liability: CUSD shall not be liable for any damage or injury to the person, business (including loss of business profits or loss of income derived from CRA's business or for damage to the improvements, trade fixtures, contents or other property of CRA), CRA's employees, invitees, or any other person in or about the Facilities and the Related Facilities, whether such damage or injury is caused by or results from : (a) fire, steam, electricity, water, gas or rain; (b) breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; or (c) conditions arising in or about the Facilities or elsewhere, except to the extent that such damage or injury results from CUSD's gross negligence or willful misconduct or the gross negligence or willful misconduct of its officers, officials, agents and employees . CUSD shall have no liability for consequential or special damages.

24. Hazardous Substance: The term "Hazardous Substance" as used in this Agreement shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the Facilities; (ii) regulated or monitored by any government authority, or (iii) a basis for potential liability of CUSD to any governmental agency or third party under any applicable statute or common law theory. If CRA knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Facilities, CRA shall immediately give written notice of such fact to CUSD, and provide CUSD with a copy of any report, notice, claim, or other documentation which it has concerning the presence of such

Hazardous Substances. CRA shall not cause or permit any Hazardous Substances to be spilled or released in, on, under, or about the Facilities and shall promptly, at CRA expense, comply with all requirements, laws, ordinances, regulations, or orders having to do with the public safety, welfare, the environment, or any other matters, as such may be promulgated by any federal, state, or local governmental body or agency and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security, and/or monitoring of the Facilities or neighboring properties, that was caused or materially contributed to by CRA, or pertaining to or involving any Hazardous Substance brought onto the Facilities during the term of this Agreement by any agent of CRA. CRA shall indemnify, defend and hold CUSD, its agents, employees, and lenders, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Facilities by or for CRA, or any agent of CRA. CRA' obligations shall include, but not be limited to, the effects of any contamination or injury to person, property, or the environment created or caused by CRA, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Agreement.

25. Amendments: This Agreement may only be amended by the mutual written consent of the parties hereto. No oral understanding or agreement not incorporated in this contract shall be binding on either party.

26. Applicable Law: This Agreement shall be governed by the laws of the State of California.

27. Complete and Exclusive Statement: This Agreement is the complete and exclusive statement of the mutual understanding of the Parties. This Agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

28. Severability: If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement."

29. Applicable Law: This agreement shall be governed by the laws of the State of California.

30. Contact Person: Each party to this Agreement shall name one individual to be the representative contact person for matters related to this Agreement. At the date of this agreement, the addresses of the Parties are as follows:

Community Roots Academy Administrator	Capistrano Unified School District Ronald Lebs, Deputy Superintendent 33122 Valle Road San Juan Capistrano, California 92675

31. Exhibits: All Exhibits attached hereto or referenced herein are incorporated into the Agreement by reference.

32. Headings: The headings of the paragraphs or sections of this Agreement are for convenience of reference only and are not to be used to interpret or construe any provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto agree to the terms above and have executed this Amendment on the day and year set forth below:

COMMUNITY ROOTS ACADEMY	CAPISTRANO UNIFIED SCHOOL DISTRICT
By:_____	By:_____
Administrator or Designee	Superintendent or Superintendent's Designee
Date:_____	Date:_____

Client # 0004000 / S15

P.O.#

Contract No. C 1112 025

AGREEMENT FOR SPECIAL SERVICES
Fiscal and Mandate Information Services

This is an agreement between the **CAPISTRANO UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2011.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

WHEREAS, SCHOOL SERVICES OF CALIFORNIA, INC., is professionally and specially trained and competent to provide these services; and,

WHEREAS, the authority for entering into this agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:

   a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies and one copy of the booklet *Analysis of the Governor's Proposals for the State Budget and K-12 Education.*

   b. Providing the option to the Client of receiving information on Consultant's Internet website regarding major school finance and policy issues.

   c. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress.

   d. Preliminary school district calculation of the base revenue limit using the online base revenue limit calculator on the School Services of California's website for use in determining the base revenue limit as soon after the budget is adopted based on the major annual school finance legislation.

   e. Participation at the Consultant's client rate at the Consultant's school finance conferences and workshops.

2. Consultant agrees to perform such duties relating to the education reimbursable mandated program as set forth herein. Consultant shall:

a. Counsel the Client on information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation.

b. Counsel the Client on new mandates and represent the Client when appropriate before the Commission on State Mandates.

c. Maintain liaison with the State Controller, the Commission on State Mandates, the State Department of Finance, and the various departments whose actions relative to mandate claims impact upon the Client.

d. Provide one copy of each edition of the Mandate Report containing information on state-mandated reimbursement issues.

3. The Consultant shall provide the Client with services as requested to a total of twelve (12) direct service hours during the 12-month period of this agreement at no additional cost beyond the annual fee. The hours of service may be used as the Client directs on fiscal and mandate service issues, including mandate counseling, analysis of specific client revenue or expenditure issues, analysis of specific legislative or regulatory issues, including a "quick query" se rvice to provide telephone response to specific fiscal or mandate questions of the Client. Services for which the base service hours may not be used include Client-specific economy, efficiency, or management consulting services, including, but not limited to efficiency or management studies, demographic or school facility studies, special education studies, fiscal health analysis, and/or an indepth budget review, direct collective bargaining or factfinding assistance; legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for district legal issues; or major customized research projects or studies.

4. In consideration of the services described above, the Client agrees to pay to Consultant, for services rendered under this agreement:

a. $3,120 annually, plus expenses, or payable at $260 per month, plus expenses, upon receipt of a billing from Consultant.

b. For all requested services in excess of twelve (12) direct service hours as indicated in Item 3 above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply.

c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site.

d. "Expenses" are defined as actual, out-of-pocket expenses, such as transportation, lodging, meals, long-distance telephone charges, FAX charges, postage, and duplication (other than for one copy of the above-mentioned publications).

5. This agreement shall be for the period of one year, beginning July 1, 2011, and terminating June 30, 2012. Either party hereto on 30 days' written notice may terminate it at any time prior to June 30, 2012. In the event that the Client elects to terminate services at the end of the agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the agreement or until the client provides written notice. The client is responsible for these accrued charges and SSC may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.

6. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as indicated below:

BY: _____ DATE: _____

Capistrano Unified School District

BY: _____ DATE: May 20, 2011

JOHN D. GRAY
Vice President
School Services of California, Inc.

ADDENDUM A
TO SPECIAL SERVICES AGREEMENT

As a client of School Services of California, you have the option of purchasing either or both of our **CADIE** and **SABRE** reports at the client rate. In addition, we now have the **Bargaining Hunter** database product available, which includes the **CADIE** and **SABRE** tables as well as additional reports and actual bargaining unit contract language. The following information describes the **CADIE** and **SABRE** reports and the form at the bottom of the page allows you to order the **CADIE** and **SABRE** or request additional information about our new product **Bargaining Hunter** along with your Fiscal Agreement.

The **C**omparative **A**nalysis of **D**istrict **I**ncome and **E**xpenditures or **CADIE** is a comprehensive computer generated report comparing your district's revenues and expenses to those of forty other districts of your choice throughout the state. (Two reports with 20 districts in each). Well over 300 comparisons are made using SACS and CBEDS data available from the California Department of Education.

The **CADIE** includes comparative graphic data showing expenditures by ADA, tabular information showing per ADA and percentage distribution of district revenue and expenses, and staffing levels for certificated and classified non-management and administrative personnel, as well as historical data.

The **S**alary **A**nd **B**enefits **RE**port or **SABRE** is generated from the CDE's Certificated Teachers Salary and Benefit data (Form J-90) and compares your district's certificated non-management salary and benefits schedule with those of forty other districts of your choice. (Two reports with 20 districts in each).

The **SABRE** includes comparative tables and graphic displays for salaries, benefits, and total compensation. It also includes the actual salary and benefit schedules for the selected districts as well as comparisons of entry level, average and maximum salaries in ranking order and with historical comparisons.

The analytical uses of the **CADIE** or **SABRE** reports are unlimited. **Bargaining Hunter,** which includes the **CADIE** and **SABRE** tables is a powerful tool when entering into district budget negotiations. If these products are needed for negotiations, they are claimable as a mandated cost reimbursement.

Please check the appropriate items:

_____	**I'm interested in learning more about BARGAINING HUNTER; please contact me.**			
_____	**CADIE Only**	**$400***	_____	**Use same districts as last year**
_____	**SABRE Only**	**$250***	_____	**Use districts of similar type & size**
X	**CADIE and SABRE**	**$600***	_____	**Call me to discuss comparative group**

*Cost for two computer runs using up to 20 comparative districts each

District Name: Capistrano Unified School District

Contact Name & Title: Ron Lebs, Deputy Superintendent, Business & Support Services

Address (no P.O. Boxes Please): 33122 Valle Road

San Juan Capistrano, CA 92675

Telephone w/ ext: (949) 234-9526 E-mail rlebs@capousd.org

Signature: _____

Print Name: Ronald N. Lebs Date: 6/7/2011

By completing this Addendum and submitting with our contract, the above client agrees to pay for these reports upon receipt of the products and appropriate billing.

TIS Technical Support Memorandum of Understanding (MOU)

July 2011-June 2012

1. Scope of MOU

This TIS Technical Support Memorandum of Understanding (MOU) documents Capistrano Unified School District (CUSD) Technology and Information Services Department (TIS) commitment to providing IT desktop and customer support to Capistrano-Laguna Beach Regional Occupation Program ("ROP" or "Client").

2. Agreement Overview

This MOU between CUSD and Capistrano-Laguna Beach ROP for the provisioning of technical services from CUSD TIS is required to support and sustain the ROP's computer equipment and services. This agreement describes the technical services to be provided by CUSD TIS and commitments required to successfully meet ROP's technology-related needs within mutually agreed upon time and resources. CUSD TIS will strive to partner with ROP to achieve the highest level of affordable technology-enabled service delivery to the organization. The services to be provided by CUSD TIS to ROP are described in Section 8 below.

CUSD TIS will charge ROP for services based on a cost-recovery methodology. Fees will be charged and transferred once per fiscal year. If, during the fiscal year, there is a substantial increase or decrease (>20%) in the number of units or type of service provided, CUSD or ROP may request to have service reviewed and upon mutual agreement, the invoice may be adjusted. At this time, the annual fee equates to an estimate of 20 hours of service for a fee of $1000 per year including indirect costs.

3. CUSD TIS Department MOU Conditions

The term of this MOU is for a minimum of one year. This MOU will automatically renew each July 1 unless and until either party terminates based upon the termination clause in this document.

The MOU limits service to those tasks described in Section 8 for which between CUSD TIS department has qualified personnel to provide a necessary level of expertise for providing desktop support and customer service.

Aspects of support provided in each of following areas are provided as a complete package. This condition exists to ensure that use of services under the CUSD domain are supported in the most consistent, efficient and effective method as possible.

4. General Service Information & Hours of Operation

Availability: ROP can report any service problem to the CUSD TIS Help Desk by submitting a web RADAR ticket and/or by calling (949) 234-5500. ROP can request the status of a ticket at any time by contacting RADAR.

The TIS RADAR Help Desk is staffed from 7am to 4:00pm, Monday through Friday to assist with any service problems that may occur to ROP during traditional business hours. Issues that occur after hours, weekend, and during holiday can be reported to the Help Desk via a web RADAR ticket; these issues will be addressed during normal working hours.

Scheduled Maintenance: Planned downtimes of the CUSD network will occur on a scheduled basis. Prior notice will be provided whenever possible. TIS will endeavor to provide 48 hours' notice for any planned outages for those services and / or ROP being affected.

Emergency Maintenance: When emergency maintenance is required, TIS will provide the greatest amount of reasonable lead-time and arrange, with client management or IT contact, a solution that minimizes the impact on ROP.

5. Service Availability Commitment

TIS services are typically available 5 days a week, taking into consideration scheduled and emergency maintenance times. Systems are monitored and managed from our RADAR Help Desk to ensure an annual committed level of availability during business hours. TIS designed and built its infrastructure with redundancy to maximize reliability and network availability.

Service availability commitment summary	Exceptions
Availability	
CUSD TIS Department business hours: Monday - Friday, 7:00 a.m. – 4:30 p.m., Pacific Standard Time (PST)	Client will provide, in advance, a calendar of critical events so to avoid scheduled downtime during critical activities. Emergency service coverage; clients may contact the Help Desk. TIS RADAR: 949-235-5500
Maintenance Window	
Automated Monitoring & Security Patching	Microsoft & Virus-ware security patching will be done on an as needed basis.
Passwords	
Passwords must be reset annually	Notification of password reset will be sent out by TIS at least 2 weeks prior to deadline. At the deadline the account will be disabled if not reset by the designated ROP user.
Employee Acceptable Use Policy (AUP)	All ROP staff on CUSD devices and/or the CUSD network will need to agree to and sign the Employee AUP. Signed records should be kept on site. AUP can be found at: http://tis-

capousd-ca.schoolloop.com/guide
Per the AUP, users will not be made admins of the CUSD donated computers.

6. Escalation/notification procedure:
If a response has not been received from TIS technical support within five working days, or if a satisfactory resolution is not provided within a reasonable timeframe, Client should contact RADAR to inquire about the problem and to report that no contact has been made.

In the event that satisfactory service is not received from TIS staff, please escalate the problem as follows:
1. Contact the TIS Manager, Bobbi Sue Yslas, at 234-5520 or email byslas@capousd.org

7. Client Responsibilities and Requirements:
Client responsibilities and/or requirements in support of this MOU include:

- Adherence to any policies, processes, and procedures outlined in the MOU.
- Completing necessary security updates and password resets when prompted.
- Any computer relocation requests must be submitted through web RADAR.
- Advanced scheduling of service related requests and other special services with TIS.
- Commitment to report service gaps with a constructive approach to solving the problem.
- Payment for all service-related setup and / or configuration costs according to agreed upon schedule.

8. TIS Services and Requirements
TIS's responsibilities and/or requirements in support of this agreement include:
Meeting response times associated with service related incidents in a manner that reflects TIS's commitment to provide customer-focused services to their clients.

- Generating periodic reports on service levels for clients, upon request.
- Adequately resourcing support and system services provided through this agreement.
- Training required staff on appropriate service support tools.
- Appropriate notification to the client for all scheduled maintenance.
- Facilitation of all service support activities.
- Demonstrating accountability by resolving service incident issues in a timely manner; ideally within 1 day.

9. Service Assumptions
Assumptions related to in-scope services and / or components include:

- Services are provided to CUSD clients/affiliates only.
- Communications involving changes to production services will be communicated with clients using **TIS Bulletins**.

- Upon client request, meetings will be scheduled between TIS and ROP to provide an opportunity for planning and to raise issues with services provided. ROP may request meetings at any time.
- Hardware will be purchased by ROP, meeting CUSD TIS technical standards, and will be donated to CUSD via the District donation policy. Hardware residing on the CUSD network will be recorded in the CUSD Asset Inventory database. Any changes to systems or users should be notified to TIS via web RADAR ticket.

10. Issuance of Future MOUs/Payment Expectations

Toward the MOU year end (May/June), TIS will document hardware counts and support hours, where appropriate, for the upcoming MOU year for ROP to which TIS provides support. Within the first quarter of each fiscal year during which the MOU is in effect, the MOU will be formally provided by TIS via email to ROP. Payment will be made by ROP to CUSD within 30 days of receipt of the MOU.

Cancellation of services must be submitted and acknowledged in writing at least thirty days in advance of the requested effective date. In the event of not renewing the support services agreement, TIS will return the equipment to ROP. At that time, the computers will be reconfigured back to manufacture settings, the CUSD tags removed and the devices removed from the network per District Administrative Regulation 3.30.

Contents of the document may be amended as required, and all subsequent revisions are incorporated, providing mutual agreements / approvals from CUSD and client are attained.

CAPISTRANO UNIFIED SCHOOL DISTRICT	CAPISTRANO-LAGUNA BEACH ROP
_____	_____
Ron Lebs Deputy Superintendent Business & Support Services	Kim Thomason Executive Director
_____	_____
Date	Date

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PARADIGM HEALTH CARE SERVICES

This Request for Proposal (RFP) No. 6-0910 – Medi-Cal Billing Services called for an original 12-month contract covering the period July 1, 2010 through June 30, 2011, with annual renewals at the option of the Board of Trustees for two (2) additional one-year periods. Paradigm Health Care Services has proposed a cost savings of 28% if the agreement is extended for four years, July 1, 2011, through June 30, 2015.

The contract with Paradigm Health Care Services pursuant to RFP No. 6-0910, shall be extended, covering the period July 1, 2011, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on June 15, 2010, all other terms of the contract remain in full force and effect.

DISTRICT	**CONTRACTOR**
Capistrano Unified School District	**Paradigm Health Care Services**
By: _____ Signature	By: _____ Signature
Terry Fluent	_____ Print Name
Director, Purchasing	_____ Title
Date: _____	Date: _____

Capistrano Unified School District

Excellence in Education

CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 Valle Road, San Juan Capistrano, CA 92675 Telephone (949) 234-9441/FAX 493-4083

April 7, 2011

BOARD OF TRUSTEES

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SUPERINTENDENT

JOSEPH M. FARLEY, Ed. D.

Brooke Denton
Paradigm Health Care Services
15615 Alton Parkway, Suite 450
Irvine, CA 92618

Subject: RFP No. 6-0910 Medi-Cal Billing Services

Dear Ms. Denton:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2011.

Newly elected Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to submit reduced costs for the renewal period July 1, 2011 through June 30, 2012. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by April 25, 2011.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

enc.

Serving the Southern California 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
www.capousd.org

C. Costs and Billing of Services

MAA Program Fees

- MAA fees will be equal to $112.50 multiplied by the sum of: (i) the number of time survey participants *claimed* on the MAA invoice for that fiscal quarter, and (ii) the number of individuals identified as a direct charge in the MAA invoice for that fiscal quarter. (The district will be invoiced *only* upon receipt of payment from DHCS.)

- **The net cost to the district is equal to $56.25 for each claimed participant**

Note: MAA program guidelines allow school districts to claim 50% of their vendor fees as long as those fees are paid to the vendor on a non-contingency based fee structure. This cost is captured within the MAA invoice. Having this understanding of the federal MAA guidelines, Paradigm has established a rate that keeps CUSD's costs for MAA services as low as possible while providing superior service. *Based on projections provided by the district, the result is a cost to your district of* ***less than 3%*** *of your total MAA reimbursements.*

© 2010 Paradigm HealthCare Services

C. Costs and Billing of Services

Capistrano USD LEA Billing Services Fees

- 13% of gross amounts paid to LEA up to $400,000
- 10% of gross amounts paid to LEA, from $400,001 to $1,000,000
- 5% of gross amounts paid to LEA, above $1,000,000

Capistrano USD CRCS Services Fees

Paradigm's fee for CRCS Services is 2% of the "Maximum Allowable Reimbursement", not to exceed $10,000 for each fiscal year Paradigm provides CRCS Services. Paradigm will invoice CUSD for CRCS services upon completion of the CRCS Report.

Note: If CUSD "owes" money to the State as a result of the CRCS process, Paradigm will issue a credit for the original fees paid to Paradigm on this amount. Because of this credit, the net fees you will pay to Paradigm for both LEA Billing and CRCS Services will never exceed your base contract amounts.

April 20, 2011
Re: **RFP No. 6-0910 Medi-Cal Billing Services**

Terry Fluent
Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Dear Ms. Fluent:

In response to the request in your correspondence dated April 7, 2011, this letter serves to confirm Paradigm's interest to extend our contract with the District to provide Medi-Cal billing services. We believe our work with the District this past year has created the foundation for increased Medi-Cal revenue in the coming year.

Paradigm acknowledges the distressed budgets facing California schools. The enclosed fee scheduled outlines our proposed cost-savings for the District. Medi-Cal billing programs for schools are niche programs, and Paradigm's fees are structured to ensure maximum benefit for the District. Paradigm invoices for our services after the District receives the revenue generated as a result of our services, and 50% of our fee for MAA services in "charged back" on the MAA invoice, further reducing the bottom-line costs for the District.

The enclosed also includes a significantly reduced rate for MAA services (a 28% discount, to be exact), which applies under a specific condition. I want to share some important industry news to provide the context for this rate: The State recently unveiled a new time survey option for the MAA program that will simultaneously *reduce the District's administrative overhead costs and increase MAA revenue potential.* This method is called Random Moment Time Study (RMTS). Paradigm staff has been discussing this opportunity with Ms. Ginsberg-Brown in preparation for next fiscal year. This announcement is very recent, and there are some important details that the State and the District's Lead Regional Agency need to address before implementation can begin. We are confident that the District will be able to take advantage of RMTS and in the next fiscal year. The efficiencies RMTS offers the District and Paradigm enables us to significantly reduce the rate for our MAA services.

Paradigm values our partnership with the District and we want to ensure a continuation of services. Please do not hesitate to contact me with any questions.

Sincerely,

Brooke Denton
Director, Business Development
Tel (949) 333-0300 ext. 281
bdenton@paradigm-healthcare.com

Enclosures: 01

Paradigm HealthCare Services LLC • 311 California Street, Suite 200 • San Francisco, California 94104
Tel (415) 616-0920 • Fax (415) 616-0910

Cost and Billing of Medi-Cal Billing Services

Paradigm respectfully requests the District to extend the term of our agreement for five years (July 1, 2011 – June 30, 2016). In exchange, the District will benefit from a cost-savings of **7.7%** for our LEA Billing Claiming Services, and a **25%** reduction to the fee cap for CRCS Services.

Upon implementation of the new time study method, RMTS, the District will gain a cost-savings of **28%** for MAA Program Services. In the event the District does not implement RMTS, we are proposing no change to our current rate for MAA services.

MAA Program Fees when using Five-Day Time Survey Method (current method and pricing)

- MAA fees will be equal to $112.50 multiplied by the sum of: (i) the number of time survey participants *claimed* on the MAA invoice for that fiscal quarter, and (ii) the number of individuals identified as a direct charge in the MAA invoice for that fiscal quarter. The District is invoiced for our services after receiving reimbursement for the MAA invoices we prepare.

- The net cost to the District is equal to **$62.50 for each claimed participant***. *Paradigm's average net cost to our clients is less than 4% of total MAA reimbursements.*

MAA Program Fees when using RMTS Method (new method and new pricing)

- MAA fees will be equal to $80.00 multiplied by the total number of participants identified in the District's claim plan. The District is invoiced for our services after receiving reimbursement for the MAA invoices we prepare.

- The net cost to the District is equal to **$40 per participant***.

MAA program guidelines allows the District to receive reimbursement for **50% of our fees. This reimbursement is captured when Paradigm creates the quarterly MAA invoices.*

LEA Billing Claiming Services Fees (current pricing)

- 13% of gross amounts paid to District up to $400,000
- 10% of gross amounts paid to District, from $400,001 to $1,000,000
- 5% of gross amounts paid to District, above $1,000,000

The District is invoiced for our services after receiving payment on the LEA Billing claims we prepare.

LEA Billing Claiming Services Fees (proposed pricing)

- 12% of gross amounts paid to District up to $400,000
- 10% of gross amounts paid to District, from $400,001 to $1,000,000
- 5% of gross amounts paid to District, above $1,000,000

The District is invoiced for our services after receiving payment on the LEA Billing claims we prepare.

Paradigm HealthCare Services | 311 California Street, Suite 200 | San Francisco, CA 94104 | Tel (415) 616-0920 | Fax (415) 616-0910

CRCS Report Preparation and Submission Fees (current pricing)

Paradigm's fee for CRCS services is 2% of the "Maximum Allowable Reimbursement," not to exceed $10,000 for each fiscal year Paradigm provides CRCS services. Paradigm will invoice for CRCS services upon completion of the CRCS report.

CRCS Report Preparation and Submission Fees (proposed pricing)

Paradigm's fee for CRCS services is 2% of the "Maximum Allowable Reimbursement," not to exceed $7,500 for each fiscal year Paradigm provides CRCS services. Paradigm will invoice for CRCS services upon completion of the CRCS report.

By Paradigm preparing and optimizing the CRCS report the District is afforded additional opportunity for cost savings:

- *If the District is due additional payment as a result of the CRCS process, the total cost of Paradigm's LEA Billing services (Claiming and CRCS Services combined) will be less 12%.*
- *If the District "owes" money as a result of the CRCS process, Paradigm will credit back the fees paid to us on the owed amount.*

Paradigm HealthCare Services | 311 California Street, Suite 200 | San Francisco, CA 94104 | Tel (415) 616-0920 | Fax (415) 616-0910

June 10, 2011
Re: **RFP No. 6-0910 Medi-Cal Billing Services**

Ms. Terry Fluent
Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

VIA EMAIL

Dear Ms. Fluent:

Please find attached the updated "pricing matrix" for Medi-Cal Billing Services that reflects rates starting July 1, 2011 through June 20, 2015 (four-year term). I hope this document meets your requested requirements.

I understand that the Board will be reviewing the proposal on June 13th; if there are any questions related to our services or rates, please feel free to contact me.

Sincerely,

Brooke Denton
Director, Business Development

Tel (949) 333-0300 ext. 281
bdenton@paradigm-healthcare.com

Attachments: 01

Cost and Billing of Medi-Cal Billing Services



Paradigm respectfully requests the District to extend the term of our agreement for four years (July 1, 2011 – June 30, 2015). In exchange, the District will benefit from a cost-savings of **7.7%** for our LEA Billing Claiming Services, and a **25%** reduction to the fee cap for CRCS Services.

Upon implementation of the new time study method, RMTS, the District will gain a cost-savings of **28%** for MAA Program Services. In the event the District does not implement RMTS, we are proposing no change to our current rate for MAA services.

MAA Program Fees when using Five-Day Time Survey Method (current method and pricing)

- MAA fees will be equal to $112.50 multiplied by the sum of: (i) the number of time survey participants *claimed* on the MAA invoice for that fiscal quarter, and (ii) the number of individuals identified as a direct charge in the MAA invoice for that fiscal quarter. The District is invoiced for our services after receiving reimbursement for the MAA invoices we prepare.

- The net cost to the District is equal to **$62.50 for each claimed participant***. *Paradigm's average net cost to our clients is less than 4% of total MAA reimbursements.*

MAA Program Fees when using RMTS Method (new method and new pricing)

- MAA fees will be equal to $80.00 multiplied by the total number of participants identified in the District's claim plan. The District is invoiced for our services after receiving reimbursement for the MAA invoices we prepare.

- The net cost to the District is equal to **$40 per participant***.

MAA program guidelines allows the District to receive reimbursement for **50% of our fees. This reimbursement is captured when Paradigm creates the quarterly MAA invoices.*

LEA Billing Claiming Services Fees (proposed pricing)

- 12% of gross amounts paid to District up to $400,000
- 10% of gross amounts paid to District, from $400,001 to $1,000,000
- 5% of gross amounts paid to District, above $1,000,000

The District is invoiced for our services after receiving payment on the LEA Billing claims we prepare.

CRCS Report Preparation and Submission Fees (proposed pricing)
Paradigm's fee for CRCS services is 2% of the "Maximum Allowable Reimbursement," not to exceed $7,500 for each fiscal year Paradigm provides CRCS services. Paradigm will invoice for CRCS services upon completion of the CRCS report.

By Paradigm preparing and optimizing the CRCS report the District is afforded additional opportunity for cost savings:

- *If the District is due additional payment as a result of the CRCS process, the total cost of Paradigm's LEA Billing services (Claiming and CRCS Services combined) will be less 12%.*
- *If the District "owes" money as a result of the CRCS process, Paradigm will credit back the fees paid to us on the owed amount.*

Date: June 10, 2011

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Paradigm Health Care Services 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:** Medi-Cal Billing Services per scope and fee schedule, RFP No. 6-0910 - Medi-Cal Administrative Activities (MAA) Program Services and LEA "Fee-For-Service" Medi-Cal Billing Option Program.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on July1, 2010, and will diligently perform as required and complete performance by June30, 2011.

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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 ($_____). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for services 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 DISTRI CT 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:

Paradigm Health Care Services
15615 Alton Parkway, Suite 450
Irvine, CA 92618

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.

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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 Fee Schedule (2 pages)
b. Exhibit B Proposal for MAA & LEA Program Svcs
c. Exhibit C Special Conditions
d. Exhibit D Software License Agreement

THIS AGREEMENT IS ENTERED INTO THIS 16th DAY OF June, 2010.

Capistrano Unified School District
Name of District

By: Terry Fluent

Terry Fluent
Typed Name

Director, Purchasing
Title

6/15/2010
Board Approval Date

Paradigm Health Care Services
Contractor Name

Signature: Constance LaFlamme

CONSTANCE LAFLAMME
Typed or Printed Name

EXECUTIVE DIRECTOR
Title

20-1242194
Taxpayer Identification Number

7

C. Costs and Billing of Services

MAA Program Fees

- MAA fees will be equal to $112.50 multiplied by the sum of: (i) the number of time survey participants *claimed* on the MAA invoice for that fiscal quarter, and (ii) the number of individuals identified as a direct charge in the MAA invoice for that fiscal quarter. (The district will be invoiced *only* upon receipt of payment from DHCS.)

- **The net cost to the district is equal to $56.25 for each claimed participant**

Note: MAA program guidelines allow school districts to claim 50% of their vendor fees as long as those fees are paid to the vendor on a non-contingency based fee structure. This cost is captured within the MAA invoice. Having this understanding of the federal MAA guidelines, Paradigm has established a rate that keeps CUSD's costs for MAA services as low as possible while providing superior service. *Based on projections provided by the district, the result is a cost to your district of* ***less than 3%*** *of your total MAA reimbursements.*

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C. Costs and Billing of Services

Capistrano USD LEA Billing Services Fees

- 13% of gross amounts paid to LEA up to $400,000
- 10% of gross amounts paid to LEA, from $400,001 to $1,000,000
- 5% of gross amounts paid to LEA, above $1,000,000

Capistrano USD CRCS Services Fees

Paradigm's fee for CRCS Services is 2% of the "Maximum Allowable Reimbursement", not to exceed $10,000 for each fiscal year Paradigm provides CRCS Services. Paradigm will invoice CUSD for CRCS services upon completion of the CRCS Report.

Note: If CUSD "owes" money to the State as a result of the CRCS process, Paradigm will issue a credit for the original fees paid to Paradigm on this amount. Because of this credit, the net fees you will pay to Paradigm for both LEA Billing and CRCS Services will never exceed your base contract amounts.

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SPECIAL TERMS AND CONDITIONS TO AGREEMENT
CONTRACT NO. I1011005

The following paragraph to be added to the contract:

Protection of Confidential Information Definition. "Confidential Information" shall mean all information disclosed by either party to the other that, at the time of first disclosure: (i) is clearly marked "confidential" or "proprietary;" (ii) is otherwise disclosed under circumstances of confidence; or (iii) reasonably should be understood by the receiving party to be confidential. LEA Confidential information shall include without limitation all LEA student healthcare data and shall exclude any information that is or becomes publicly known through no fault of Paradigm, is already known by Paradigm at the time of disclosure, or is rightfully received or independently developed by Paradigm after disclosure. Paradigm's Confidential Information shall include without limitation all business, marketing, technical, financial, customer, supplier, or other information, data entry means, processed claiming data, instructions, management reports, data file specifications, instructional materials, algorithms, software, forms, boilerplate plans, technologies, and know-how related to making eligibility determinations, and data and results derived from the foregoing.

Protection of Confidential Information. Each party shall use reasonable and appropriate measures to safeguard and keep confidential all Confidential Information of the other party and shall not disclose, use, or copy any Confidential Information except as necessary to perform its obligations hereunder. Such reasonable and appropriate measures shall be no less than the measures taken by each to protect its own confidential information of a similar nature.

Article 8. Copyright/Trademarks/Patent:

Paradigm's Proprietary Rights. LEA acknowledges and agrees that Paradigm retains all right, title, and interest, including without limitation all intellectual property rights, in and to Paradigm's Confidential Information (as defined above) and all forms, materials, submissions, and software prepared or supplied by Paradigm. Except as and to the extent otherwise provided in this Agreement, neither this Agreement nor Paradigm's performance of the Services shall give LEA any ownership interest in or license to any of Paradigm's intellectual or other property.

Article 9. Termination:

For Cause. Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of its obligations under this Agreement and such breach is not cured within thirty (30) days after receipt of written notice of the specific nature of such breach (or, in the case of nonpayment of fees within fifteen (15) days after receipt of written notice). The non-breaching party shall give its reasonable cooperation and assistance to the breaching party in any efforts made to cure such breach.

Without Cause. The parties may terminate this Agreement at any time by written agreement of both parties, effective as of the date specified in such agreement.

Effect of Termination. Upon the expiration or termination of this Agreement for any reason: (1) Paradigm shall submit for reimbursement and shall be entitled to receive payment pursuant to this Agreement for all claims arising from healthcare services provided by LEA during the Term of this Agreement, provided that such claims are documented and submitted to Paradigm for reimbursement within six (6) months after the earlier of expiration or termination of this Agreement; (2) all fees LEA owes to Paradigm shall immediately become due and payable; (3) LEA shall, upon request, return or destroy, at Paradigm's option, all Confidential Information received from Paradigm and shall certify to Paradigm its compliance with this provision; and (4) except as otherwise set forth herein, all definitions, the parties' rights and obligations with respect to this Agreement (other than the "Payments" and "Parties' Efforts" Sections) and all other provisions that by their nature should survive, shall survive.

PARADIGM HEALTHCARE SERVICES

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the **"Agreement"**), including the attached Paradigm Software License Terms and Conditions (**"Terms"**), is entered into by and between Paradigm HealthCare Services, LLC (**"Paradigm"**), with its principal offices at 311 California Street, Suite 200, San Francisco, California 94104, and Capistrano Unified School District (**"Licensee"**), with its administrative offices at 33122 Valle Road, San Juan Capistrano, CA 92618, as of 1st of July, 2010 (**"Effective Date"**). All capitalized terms used herein but not defined have the meanings ascribed to such terms in the **Service Agreement** between the District and Paradigm dated the 1st of July, 2010, as such Service Agreement may be amended, renewed, or replaced by the parties from time to time.

1. **License Grant**. Subject to Licensee's compliance with the terms and conditions of this Agreement, the Service Agreement, and the Terms, Paradigm grants to Licensee, and Licensee accepts from Paradigm, a royalty-free, non-exclusive, non-transferable, non-sublicensable (except as expressly provided in this Section 1) limited software license to: (i) access via a web browser Paradigm's Technologies software, any associated online documentation, and any modifications to any of the foregoing that Paradigm may choose to make available from time to time (collectively, the **"Software"**); (ii) use, display and perform the Software; and (iii) copy and distribute to its Permitted Users (as defined below) any separate printed documentation for the Software provided by Paradigm (the **"Documentation"**), in each case solely in connection with Paradigm's billing and/or claiming related services as described in the Service Agreement. The rights granted to Licensee in subsections (i) and (ii) above may be exercised by current employees and independent contractors of Licensee who participate in Paradigm's services as described in the Service Agreement (**"Permitted Users"**). Licensee shall be responsible for any breach of this Agreement, the Service Agreement, or the Terms by its employees and independent contractors.

2. **Software License Fee**. No fee in addition to fees under the Service Agreement.

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

PARADIGM HEALTHCARE SERVICES, LLC

By: Constance G Laflamme

Print Name: Constance Laflamme

Title: Executive Director

Date: June 28, 2010

LICENSEE: Capistrano Unified School District

By: Terry Fluent

Print Name: Terry Fluent

Title: Director, Purchasing

Date: 7/15/2010

PARADIGM SOFTWARE LICENSE TERMS AND CONDITIONS

The following terms and conditions ("**Terms**") apply to the Software License Agreement (the "**Agreement**") to which these Terms are attached. Capitalized terms not defined herein have the meanings set forth in the Agreement.

1. **ADDITIONAL RIGHTS AND RESTRICTIONS**. All of Licensee's rights to use the Software are expressly stated in the Agreement; there are no implied rights. All titles, trademarks, copyright notices and other proprietary markings must be reproduced on all permitted copies of the Documentation and may not be altered, removed or obliterated. Licensee acknowledges that the Software contains Paradigm's trade secrets and accordingly Licensee will not attempt, or allow others under its control to attempt, to modify, or obtain or derive source code or other information from or about, the Software through disassembly, decompiling, reverse engineering or any other means.

2. **AVAILABILITY; SECURITY**. Availability of the Software will be subject to scheduled and unscheduled maintenance, downtime due to systems or communications failures, capacity constraints, and the provisions of Paradigm's website Terms of Use and Privacy and Security Policy (the "**Website Policies**"). Paradigm may at any time modify or discontinue any aspect or component of the Software by providing reasonable prior notice to Licensee. During the term of the Agreement, Licensee may inform Paradigm of all errors, difficulties or other problems with the Software. Licensee may also provide to Paradigm information describing its feedback on the Software and requests for modifications or added functionality to the Software. Paradigm shall consider all such information and requests in good faith. Licensee is responsible for providing all hardware, system software, networks, and connections required to access the Software, and for paying all telecommunications or other costs incurred by Licensee in using the Software. Paradigm uses industry standard means, including data encryption and password protection, designed to secure its server and its communications with Licensee. However, Licensee acknowledges that security cannot be guaranteed. Paradigm will notify Licensee if Paradigm learns of any actual or suspected unauthorized electronic or physical access to Licensee's data, and will cooperate with Licensee in the investigation and prosecution of any and all such unauthorized access. Licensee will notify Paradigm immediately if Licensee learns of any actual or suspected unauthorized electronic or physical access to any password assigned to Licensee.

3. **OWNERSHIP**. Paradigm reserves all rights not expressly granted herein, including all title to and exclusive ownership of the Software, the Documentation, all copies thereof, any and all derivative works based thereon, and all intellectual property rights in any of the foregoing. No title to the Software or the Documentation, or any intellectual property rights therein, is transferred to Licensee or to any person who uses the Software or Documentation pursuant to the Agreement. Notwithstanding the foregoing, any health care data furnished by Licensee to Paradigm by means of the Software shall be subject to the provisions of the Service Agreement dealing with ownership of such data, if any.

4. **TERM AND TERMINATION**. The Agreement shall automatically terminate upon the expiration or termination of the Service Agreement. Either party may terminate the Agreement and the license granted thereunder immediately upon written notice sent by registered mail or national express courier to a party at its address set forth in the Agreement. Termination of the Agreement or the licenses granted thereunder will not limit either party from pursuing any other remedies available to it, including injunctive relief. All provisions which by their express terms extend beyond termination or expiration of the Agreement or which by their nature so extend shall survive expiration or termination of the Agreement. Upon expiration or termination of the Agreement, Licensee will make no further use of the Software or the Documentation; within 5 days after such expiration or termination, Licensee will permanently erase, destroy or return to Paradigm the original and all copies of the Software and the Documentation in its possession or under its control. Within a reasonable amount of time after expiration or termination, (i) Licensee will certify in writing that Licensee no longer possesses or controls any copies of the Software or the Documentation

PARADIGM SOFTWARE LICENSE TERMS AND CONDITIONS

The following terms and conditions ("**Terms**") apply to the Software License Agreement (the "**Agreement**") to which these Terms are attached. Capitalized terms not defined herein have the meanings set forth in the Agreement.

1. **ADDITIONAL RIGHTS AND RESTRICTIONS**. All of Licensee's rights to use the Software are expressly stated in the Agreement; there are no implied rights. All titles, trademarks, copyright notices and other proprietary markings must be reproduced on all permitted copies of the Documentation and may not be altered, removed or obliterated. Licensee acknowledges that the Software contains Paradigm's trade secrets and accordingly Licensee will not attempt, or allow others under its control to attempt, to modify, or obtain or derive source code or other information from or about, the Software through disassembly, decompiling, reverse engineering or any other means.

2. **AVAILABILITY; SECURITY**. Availability of the Software will be subject to scheduled and unscheduled maintenance, downtime due to systems or communications failures, capacity constraints, and the provisions of Paradigm's website Terms of Use and Privacy and Security Policy (the "**Website Policies**"). Paradigm may at any time modify or discontinue any aspect or component of the Software by providing reasonable prior notice to Licensee. During the term of the Agreement, Licensee may inform Paradigm of all errors, difficulties or other problems with the Software. Licensee may also provide to Paradigm information describing its feedback on the Software and requests for modifications or added functionality to the Software. Paradigm shall consider all such information and requests in good faith. Licensee is responsible for providing all hardware, system software, networks, and connections required to access the Software, and for paying all telecommunications or other costs incurred by Licensee in using the Software. Paradigm uses industry standard means, including data encryption and password protection, designed to secure its server and its communications with Licensee. However, Licensee acknowledges that security cannot be guaranteed. Paradigm will notify Licensee if Paradigm learns of any actual or suspected unauthorized electronic or physical access to Licensee's data, and will cooperate with Licensee in the investigation and prosecution of any and all such unauthorized access. Licensee will notify Paradigm immediately if Licensee learns of any actual or suspected unauthorized electronic or physical access to any password assigned to Licensee.

3. **OWNERSHIP**. Paradigm reserves all rights not expressly granted herein, including all title to and exclusive ownership of the Software, the Documentation, all copies thereof, any and all derivative works based thereon, and all intellectual property rights in any of the foregoing. No title to the Software or the Documentation, or any intellectual property rights therein, is transferred to Licensee or to any person who uses the Software or Documentation pursuant to the Agreement. Notwithstanding the foregoing, any health care data furnished by Licensee to Paradigm by means of the Software shall be subject to the provisions of the Service Agreement dealing with ownership of such data, if any.

4. **TERM AND TERMINATION**. The Agreement shall automatically terminate upon the expiration or termination of the Service Agreement. Either party may terminate the Agreement and the license granted thereunder immediately upon written notice sent by registered mail or national express courier to a party at its address set forth in the Agreement. Termination of the Agreement or the licenses granted thereunder will not limit either party from pursuing any other remedies available to it, including injunctive relief. All provisions which by their express terms extend beyond termination or expiration of the Agreement or which by their nature so extend shall survive expiration or termination of the Agreement. Upon expiration or termination of the Agreement, Licensee will make no further use of the Software or the Documentation; within 5 days after such expiration or termination, Licensee will permanently erase, destroy or return to Paradigm the original and all copies of the Software and the Documentation in its possession or under its control. Within a reasonable amount of time after expiration or termination, (i) Licensee will certify in writing that Licensee no longer possesses or controls any copies of the Software or the Documentation

precedence over one another in the following order, with each agreement listed taking precedence over all listed after it: these Terms, the Agreement, the Service Agreement, and the Website Policies. No provision of this Agreement may be amended except by a writing signed by a duly authorized representative of both parties.

B. GOVERNING LAW; VENUE; WAIVER. The Agreement and these Terms will be governed by and construed in accordance with the laws of the State of California without regard to conflicts of laws principles. Any legal action or proceeding arising under the Agreement or these Terms will be brought exclusively in the federal or state courts located in San Francisco, California and the parties hereby consent to the personal jurisdiction and venue therein. No waiver by a party of any breach of any provision of the Agreement or these Terms will constitute a waiver of any other breach of that or any other provision of the Agreement or these Terms. In the event that any of the provisions contained in the Agreement or these Terms are held to be unenforceable, such provisions will be narrowed (or deleted if necessary) to the minimum extent necessary to make them enforceable.

C. INJUNCTIVE RELIEF. The parties hereby acknowledge that unauthorized disclosure or use of the Software, Documentation or confidential information or any other breach of the Agreement or these Terms could cause irreparable harm and significant injury to the other party that may be difficult to ascertain. Accordingly, the parties agree that an aggrieved party will have the right to seek immediate injunctive and other equitable relief to protect, maintain, defend, and preserve its rights, in addition to any other rights and remedies it may have.

D. ASSIGNMENT. The rights granted to Licensee are personal, and Licensee may not assign or transfer by operation of law or otherwise this Agreement or any right hereunder without the prior written consent of Paradigm.

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

STUTZ, ARTIANO, SHINOFF & HOLTZ APC

Contract C1011064 called for an original contract period of July 1, 2010 through June 30, 2011 with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education code 17596.

The contract with Stutz, Artiano, Shinoff & Holtz APC pursuant to Contract C1011064, shall be extended an additional 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 Amendment to Agreement, and Board approved on September 14, 2010, all other terms of the contract remain in full force and effect.

DISTRICT	CONTRACTOR
Capistrano Unified School District	**Stutz, Artiano, Shinoff & Holtz APC**
By: _____ Signature	By: _____ Signature
Terry Fluent _____	_____ Print Name
Director, Purchasing _____	_____ Title
Date: _____	Date: _____

EXHIBIT 16

Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675 Telephone (949) 234-9441/FAX 493-4083

BOARD OF TRUSTEES

JACK R. BRICK
President

GARY PRITCHARD, Ph. D.
Vice President

JOHN M. ALPAY
Clerk

ELLEN M. ADDONIZIO

ANNA BRYSON

LYNN HATTON

SUE PALAZZO

SUPERINTENDENT

JOSEPH M. FARLEY, Ed. D.

May 12, 2011

Stutz, Artiano, Shinoff & Holtz APC
Mr. Daniel Shinoff
31 Hutton Centre Drive, Suite 860
Santa Ana, CA 92707

Subject: **Legal Services – Contract No. C1011064**

Dear Mr. Shinoff:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2011.

Newly elected Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to submit reduced costs for the renewal period July 1, 2011 through June 30, 2012. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by May 25, 2011.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

enc.

Serving the Southern California 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
www.capousd.org

2488 Historic Decatur Road
Suite 200
San Diego, CA 92106-6113
619.232.3122
Fax 619.232.3264
www.stutzartiano.com

Stutz Artiano Shinoff & Holtz
A Professional Corporation

Daniel R. Shinoff
dshinoff@stutzartiano.com

May 20, 2011

Terry Fluent
Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Re: Capistrano Unified School District/Stutz Artiano Shinoff & Holtz Legal Services - Contract No. C1011064

Dear Ms. Fluent:

We certainly appreciate the current financial plight of the public education system, and we are pleased to submit the following proposal for continued legal services.

	CURRENT LEGAL FEES:	Proposed Legal Fees for July 1, 2011 - June 30, 2012:	Proposed Legal Fees for July 1, 2012 - June 30, 2013:
Partner	$180.00/hour	$180.00/hour	$180.00/hour
Associate	$170.00/hour	$170.00/hour	$170.00/hour
Paralegal	$72.00/hour	$72.00/hour	$72.00/hour

We are aware our rates are well below market for educational law specialists, and we therefore propose a two-year freeze on our current rates.

We greatly appreciate your consideration and look forward to a continued successful relationship with Capistrano Unified School District.

Very truly yours,
STUTZ ARTIANO SHINOFF & HOLTZ
A Professional Corporation

Daniel R. Shinoff
Daniel R. Shinoff

/rsr

@PFDesktop\:ODMA/WORLDOX/G:/DATA/1411/1/CO/S0053937.WPD

RECEIVED
PURCHASING

CONSULTANT NAME: Stutz, Artiano, Shinoff & Holtz, APC Contract No. C1011064

Consultant Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and Stutz, Artiano, Shinoff & Holtz, APC

hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** General legal services as required by District

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on July 1, 2010 and will diligently perform as required and complete performance by June 30, 2011.

3. **Compensation:** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed amount specified by District purchase order as per attached fee schedule Exhibit A and/or proposal Exhibit N/A. DISTRICT shall pay CONSULTANT after receipt of consultant invoice and with approval of a District representative.

4. **Expenses:** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows: N/A

5. **Independent Contractor:** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.

6. **Materials:** CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: N/A

CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as basis for such services.

8. **Copyright/Trademark/Patent:** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right,

title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. **Hold Harmless:** CONSULTANT agrees to and shall defend, indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented

invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by CONSULTANT or its subcontractors,

whether authorized by this Agreement or not. CONSULTANT further agrees to waive all rights of subrogation against the DISTRICT. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of DISTRICT or any of its agents or employees.

11. **Insurance:** Pursuant to Section 10, CONSULTANT agrees to carry a commercial general liability insurance and automobile liability insurance with limits of One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insured's by separate endorsement under said policy.

12. **Assignment:** The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

13. **Compliance with Applicable Laws:** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. **Permits/Licenses:** CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. **Employment with Public Agency:** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. **Nondiscrimination:** CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

18. **Non-waiver:** The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. **Notice:** All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT	CONSULTANT
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	Stutz, Artiano, Shinoff & Holtz, APC 31 Hutton Centre Drive, Suite 860 Santa Ana, Ca 92707 (714) 424-9728

20. **Severability:** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of the AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, courts costs, and attorneys' fees.

22. **Governing Law:** The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, the following exhibits, which are attached hereto and incorporated herein: (if applicable)

a. Exhibit A Attorney-Client Retainer Agreement/Fee Schedule

b. Exhibit B Hold Harmless

c. Exhibit C Insurance Requirements

CONSULTANT NAME: Stutz, Artiano, Shinoff & Holtz, APC Contract No. C1011064

This AGREEMENT is entered into this 15th Day of September 2010.

DISTRICT:

By: _____
Terry Fluent, Director of Purchasing

CONSULTANT:

By: _____
Signature

Daniel R. Shinoff
Printed Name

Owner
Title

September 14, 2010
Board Approval Date

95-3681411
Social Security or Taxpayer Identification

ATTORNEY - CLIENT RETAINER AGREEMENT

This document (the "Agreement") is the written fee contract that California law requires lawyers to have with their clients. We, Stutz Artiano Shinoff & Holtz, APC ("Attorneys"), agree to provide legal services to Capistrano Unified School District, (the "District") on the terms set forth below:

1. **SCOPE OF SERVICES:** The District retains us as its Attorneys for the purposes of providing general legal advice and counsel as the District shall from time to time require. We will represent the District on specific litigation as instructed and we will provide research and advise of specific issues as requested by the Superintendent, or the President of the Board.

We will provide all legal services reasonably requested to represent the District's interest.

2. **CLIENT'S DUTIES:** The Client is the District and not any individual, Board member or administrator. The District agrees to provide specific instruction where services are requested, to abide by this agreement and to pay our bills on time and to cooperate and require its employees to cooperate with us in any activities we undertake on the District's behalf.

3. **LEGAL FEES:** The District agrees to pay for legal services as follows:

   a. Paralegal services at $72.00 per hour;

   b. Associate attorneys' time at $170.00 per hour; and

   c. Partner's time at $180.00 per hour.

No fee will be charged for general clerical or secretarial services.

Bills will be sent monthly, stating clearly the amount, rate, basis for calculation, description and date of service. The District agrees to pay each bill within 30 days. Interest at the rate of 10% may be charged on any unpaid balance.

4. **COSTS:** All costs, disbursements and litigation expenses are the responsibility of the District. Costs are those expenses which must be paid to third parties or otherwise incurred in the course of the representation. Costs include, but are not limited to, court fees, service or process charges, photocopying services, notary fees, c omputer assisted legal research, long distance telephone charges, messenger and delivery fees, postage, in-office photocopying at $.15 per page, facsimile charges, deposition costs, parking fees, mileage at IRS standard business rate, investigation expenses, consultant or expert witnesses and similar items. We agree to obtain written consent before incurring any outside services.

5. **NEGOTIATION OF FEES:** Attorneys' fees are not set by law, but rather are negotiable between the attorney and client.

6. **ARBITRATION CLAUSE:** Client and Law Firm are agreeing to have any and all disputes (except where Client may request arbitration of a fee dispute by the State Bar) that arise out of, or relate to this Agreement, including but not limited to claims of negligence or malpractice arising out of or relating to the legal services provided by Law Firm to Client, decided only by binding arbitration in accordance with the provisions of the Code of Civil Procedure section 1280 *et seq.*, and not by court action, except as provided by California law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Law Firm and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with, and to the full extent allowed by, the

California Rules of Civil Procedure section 1283.05. Client, however, may request arbitration of a fee dispute by the State Bar or San Diego County Bar Association as provided by Business and Professions Code Section 6200, *et seq.*

7. **ERROR AND OMISSIONS INSURANCE:** Attorneys maintain errors and omissions insurance coverage applicable to the services to be rendered under this agreement.

8. **DURATION:** This agreement shall continue unless terminated by either party. Termination shall be effective upon written notice.

DATED: _____ CAPISTRANO UNIFIED SCHOOL DISTRICT

By:_____
Dr. Joseph Farley, Superintendent

DATED: _____ STUTZ ARTIANO SHINOFF & HOLTZ, APC

By:_____
Daniel R. Shinoff

Consultant Name: Stutz, Artiano, Shinoff & Holtz, APC
Contract No. C1011064

Hold Harmless and Indemnification

Attorney agrees to and shall defend, indemnify and hold harmless the District, its Governing Board, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter, contractual liability, and damage to property sustained or claimed to have been sustained arising out of the activities/services rendered by Attorney, its officers, agents and employees or its subcontractors, whether authorized by this Agreement or not. Attorney further agrees to waive all rights of subrogation against the District. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of District or any of its agents or employees.

Exhibit B

Consultant Name: Stutz, Artiano, Shinoff & Holtz, APC Contract No. C1011064

Insurance

Attorney shall procure and maintain, during the term of this Agreement, policies of insurance with insurers and coverage forms satisfactory to the District and with a minimum A.M. Best rating of A/VII as follows:

• Commercial General Liability incl. Contractual Liab., and Broad Form Property Damage	$1,000,000 minimum limit per occurrence $2,000,000 minimum general aggregate
• Professional Liability: (Errors & Omissions)	$1,000,000 minimum limit per occurrence $2,000,000 minimum general aggregate
• Automobile Liability:	$1,000,000 minimum limit per occurrence
• Workers' Compensation:	As required by the California Labor Code
• Employers' Liability:	$1,000,000 minimum limit

Attorney shall provide to the District evidence of the required insurance by issuance of an original Certificate of Insurance at least ten days prior to the beginning of the term of this Agreement. Such certificate shall contain a 30 days written notice of cancellation or reduction in coverage. Any lapse of insurance coverage required by this Agreement shall be a breach of the Agreement and grounds for immediate termination of this Agreement by District.

Exhibit C

Page 1 of 2

The Capistrano Unified District, it's Board, officers, agents and employees shall be named an Additional Insured, by separate endorsement, to Attorney's Commercial General Liability (not Professional Liability) and Automobile Liability policies. Any insurance or self-insurance maintained by Attorney shall be primary and any insurance or self-insurance maintained by District shall be non-contributing.

The insurance coverage's and limits required shall not in any way limit the liability of Attorney.

Governing Law

This Agreement shall be governed by the laws of the State of California with venue to Orange County, California.

Severability

If any provisions of this Agreement are held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of the Agreement shall be legal, valid and enforceable.

Waiver

The waiver by District of a breach of any provision of the Agreement by Attorney shall not operate or be construed as a waiver of any other or subsequent breach by Attorney.

activeNETWORK

Quote

16711 - 1

EXHIBIT A

The Active Network
10182 Telesis Court, 1st floor
San Diego, CA, 92121, United States

Date: 06/06/2011
Expires: 08/29/2011

Customer:
Brooke Beahm
Capistrano Unified School District
San Juan Capistrano,Orange

Bill To:
Capistrano Unified School District
33122 Valle Road

San Juan Capistrano,Orange
US

Ship To:
Capistrano Unified School District
33122 Valle Road

San Juan Capistrano, Orange
CA 92675 United States

Sales Representative:

Payment Terms: 30 NET

Line	Product	Units	Qty	Unit Price Selling (USD)	Total Price Selling (USD)
1.0	ActiveNet - Activity Registration	Ea	1	$0.00	$0.00
2.0	ActiveNet - Public Access	Ea	1	$0.00	$0.00
3.0	ActiveNet - Project Planning	Hr	2	$100.00	$200.00
4.0	ActiveNet - General Settings	Hr	8	$100.00	$800.00
5.0	ActiveNet - Registration Training	Hr	24	$100.00	$2,400.00
6.0	ActiveNet - Public Access Training	Hr	12	$100.00	$1,200.00
7.0	ActiveNet - Enhanced Customer View	Hr	4	$100.00	$400.00
8.0	ActiveNet - Daily Onsite Fee (min 3 days)	Day	5	$500.00	$2,500.00

Subtotal

activeNETWORK

Quote

16711 - 1

	Selling Price	$7,500.00
Charges		$0.00
Tax		
	COUNTY (Rate 1.5%)	$0.00
	STATE (Rate 7.25%)	$0.00
Total(USD)		**$7,500.00**

Transaction Fees
Regardless of payment method, a standard fee will be **assessed for each monetary receipt** (with a minimum of $0 for $0 transactions) produced by ActiveNet. This fee is applied to the total receipt amount and is based on the expected annual revenue of your organization.

Payment Processing
Credit Card Processing (Visa, Discover, AMEX, Master Card)
For transactions paid for by credit card, an additional processing fee of **2.99%** will be applied. You **do not** require a separate merchant account for processing credit cards. Payment processing fees are also applied towards the Quarterly Minimum.

Electronic Fund Transfer and Electronic Check
For transactions paid for by Electronic Fund Transfer or Electronic Check, there is a standard rate of a 1.5% processing fee. You **do not** require a separate merchant account or bank to process Electronic Fund Transfers or Electronic Check transactions.

Online Transactions
For each transaction entered into the system directly by your patrons using the self-serve online registration option, **only** the following transaction fees below are applied:

- **$2.00 + 2.99%** of the total receipt amount, for all online transactions

General

Sales taxes, where applicable, are not included and prices are in the currency of the country of installation (subject to change without notice). Hardware, operating system, 3rd party software and site preparation are not included unless otherwise noted.

Method of Payment:
X **Invoice Me** **Purchase Order Number:** PR 054592

active NETWORK

Quote

16711 - 1

☐ Credit Card ☐ Visa ☐ MasterCard ☐ American Express

Credit Card Number:_____ Expiration Date: _____

I hereby Agree to Pay above quote with the stated Method.

Customer Name: Capistrano Unified School District

Signature: Brooke Beahm

Name: BROOKE BEAHM

Title: COMMUNITY EDUC COORDINATOR

Effective Date: 6/7/2011

End of Quote

ANNUAL SUPPORT AND MAINTENANCE FOR HOSTED CUSTOMERS

The following supplies and services are included in Support and Maintenance:

- Unlimited technical support between 6:00am and 5:30pm Pacific Time, Monday through Friday via telephone (800.663.4991), email or web portal (http://support.theactivenetwork.com)
- Unlimited phone support for System Down issues on a **24 hours x 7 days a week** basis, provided that:
    - Site has Internet email capability for extended support hours
    - Support calls placed during extended support hours must be placed by an authorized contact person
    - Support calls during extended support hours are for 'system down' problems that result in a customer's inability to fulfill critical business functions (i.e. those pertaining to core functionality such as processing registrations, memberships, rentals) and that have no reasonable work-around. All other calls placed during extended support hours will be billed to the customer.
- Access to the Active Network's secure customer care web portal and online training materials
- Documentation and communication
- Installation of new software releases
- Monitoring of connectivity and critical functionality at all times (24hr x 365 days/year) by highly skilled personnel using an extensive series of automated probes from multiple locations
- Response to site-down/critical issues within one hour, with reasonable efforts to advise your organization of the current status and expected resolution time
- Service agreements between The Active Network and critical vendors essential to the continuing successful operation of the hosted environment
- Scheduled maintenance to increase performance, fix defects or update applications, with reasonable efforts to notify your organization of scheduled maintenance times and potential impacts to service
- Urgent maintenance (done to correct network, hardware or software issues that are likely to cause significant service disruption and that require immediate action), which may temporarily degrade service or cause outages. The Active Network may undertake urgent maintenance at any time deemed necessary and shall provide status updates to your organization as soon as possible.
- **Support also includes, if such assistance can be provided in 15 minutes or less:**
    - Limited assistance with report customization (*Class*) or creation of custom queries
    - Assistance troubleshooting Third Party products i.e. Crystal Reports, Citrix client
    - Assistance to isolate and/or troubleshoot difficulties resulting from sources other than Active Network products and services, such as:
        - General network/internet support i.e. network access, printing, internet access
        - PC hardware troubleshooting
        - PC setup, configuration and optimization
        - Network operating system configuration and functionality
        - Basic Microsoft Windows functionality (i.e. Windows Explorer or Internet Explorer)
        - Loss of supervisor or other password

SUPPORT ISSUE PRIORITIES AND TIMELINES

TICKET RESOLUTION TARGETS

- New support incidents are assigned one of the following levels, each with its respective standard ticket resolution target:

Call Priority Level	Description	Standard Completion Target
Priority 1	Fatal issues that result in the customer's inability to fulfill critical business functions (i.e. those pertaining to core functionality such as processing registrations, memberships, rentals, payments) and that have no reasonable work-around	Same business day
Priority 2	Serious issues resulting in inability to perform core business functions i.e. can't download data	1 business day
Priority 3	All other issues, except those classified as D (Low); i.e. how-to questions, reporting/reconciliation issues	2 business days
Priority 4	Issues that are not time-sensitive or may be undertaken as customer service initiatives outside the scope of this Agreement	None
Guaranteed Uptime		95%

SERVICES NOT INCLUDED

The following supplies and services are excluded from Support and Maintenance:

- Services which are required to remedy problems which do not stem from any defect in the software
- Services which are required to remedy problems caused by lack of training of the customers' personnel
- Improper treatment or use of the software
- Onsite or remote training services
- Full report customization service (*where applicable*)
- Local Internet or network connectivity necessary to access your hosted application

HOLIDAY HOURS (US AND CANADA)		
Holiday	Open with reduced staff	Closed
New Year's Day (January 1st)		✓
Martin Luther King Day (3rd Monday in January)	✓	
President's Day (3rd Monday in February)	✓	
Good Friday (Friday before Easter)	✓	
Victoria Day (3rd Monday in May)	✓	
Memorial Day (Last Monday in May)	✓	
Canada Day (July 1st)	✓	
Independence Day (July 4th)	✓	
Civic holiday (1st Monday in August)	✓	
Labor Day (1st Monday in September)		✓
Canadian Thanksgiving/Columbus Day (2nd Monday in October)	✓	
Remembrance Day/Veteran's Day (November 11th)	✓	
US Thanksgiving (4th Thursday in November)	✓	
Day after US Thanksgiving (4th Friday in November)	✓	
Christmas Day (Dec. 25th)		✓
Boxing Day (December 26th)	✓	
New Year's Eve (December 31st)	✓	

Hosted Software & Services Agreement

This Hosted Software & Services Agreement ("Agreement") is made effective as of the last date set forth below ("Effective Date") and entered into between The Active Network, Inc., 10182 Telesis Court, San Diego, CA 92121 ("Active", "TAN" or "we" or "us") and **_Capistrano Unified School District Community Education___** ("you" or "your" or "Customer"). Active agrees to provide you the Services (as defined below) subject to the following terms and conditions:

1. Services. Active will provide you with access to certain of its hosted software products ("Products") as well as applicable related services and support ("Services") as are more particularly described in Exhibit A attached hereto, which identifies functionality, features, options and fees related to the Products and Services you have elected to receive. To assist us in the delivery of the Products and Services, you agree to provide us with certain information requested by us relating to your organization. Any and all software or hardware specified in Exhibit A and provided under this Agreement as part of the Products are deemed delivered F.O.B. origin, which for software will typically be electronic delivery.

2. License to Intellectual Property/Promotion.

a) Active shall retain all right, title and interest in and to its Products and any underlying software, patents, copyrights, trademarks, service marks, logos and trade names worldwide ("Intellectual Property") subject to the limited license provided by this Agreement. You shall use the Intellectual Property only as provided, and shall not alter the Intellectual Property in any way, or act or permit action in any way that would impair Active's rights in its Intellectual Property. You acknowledge that your use of the Intellectual Property shall not create in you or any other person any right, title or interest in or to such Intellectual Property. Any goodwill accruing from the use of the Intellectual Property shall inure solely to the benefit of Active.

b) Active hereby grants to you a limited, non-exclusive, non-transferable license (i) to use the Products solely in accordance with Active's specifications, and (ii) to display, reproduce, distribute and transmit in digital form Active's name and logo in connection with promotion of the Products and/or Services as communicated to you by Active. You hereby grant to Active a limited non-transferable license to use, display, reproduce, distribute, modify and transmit in digital or printed form information provided by you relating to your organization, which may include your organization's name, trademarks, service marks and logo, in connection with the implementation and promotion of the Services for you and the promotion of your organization for your benefit.

c) You will make reasonable efforts to promote and encourage adoption of the Services and the availability of online registration, which may include displaying Active's name and logo in any newsletters, printed registration forms or mailings provided by you to prospective participants (e.g. by inserting the following statement in any online or print media related to your event or activity: "Online Registration Powered by Active.com").

d) Customer elects to receive notifications of free product, promotional items and giveaways through the Active program known as ActiveRewards. Active will offer the Customer (and for the purposes of clarification not to your users) opportunities for free product, promotional items and giveaways at your event(s) or facility(ies) as applicable, the exact manner and type of which will be mutually agreed upon by you and Active upon your acceptance of a particular program.

e) Customer understands that some of Active products may contain Active or third party promotions or offers to users and such offers will be made to individuals on an opt-in basis. Active (and any such third party) shall be responsible for administration and customer service issues on any such offer or promotion.

3. Information Security. Active collects certain information, including names, addresses, credit card information and other information required by you and for the delivery of the Products and Services, from individuals registering for your event or activity through the hosted website(s). Such information shall be stored on a secure remote server. You may access this information at any time by downloading it from our servers using your private password and "login" identifier. You are responsible for the security of the login identifier and for its use or misuse by your authorized users. If you are unable to access your registrants' information through the event director portion of the hosted website, Active will make available such information to you via e-mail, fax or airmail upon request. You will be responsible for protecting the privacy and security of any information that you retrieve from our servers and shall prevent any unauthorized or illegal use or dissemination of such information. All information collected by Active shall be jointly owned by Active and you.

4. Privacy. Each party shall comply with all applicable laws, regulations and guidelines governing online privacy, including Active's privacy policy as published on its website, in fulfilling its obligations hereunder and in collecting and using personal information about users of the hosted website.

5. Fees.

a) Customer agrees to pay the fees as more fully described in Exhibit A. For registration products, Active shall collect registration fees charged by you for individuals that register for your activities and events online through the hosted website and remit to you those sums to you bi-monthly unless otherwise indicated in Exhibit A, less Active's service fees provided as consideration for the Products and Services as set forth in Exhibit A. All registrations are calculated on a per single registrant per single event basis. If you have agreed to a minimum volume commitment in Exhibit A, Active also has the right to charge fees owed to it by you if your organization is not meeting its agreed volume commitments throughout each year and may collect those funds via invoice, or directly by netting them from any account balance you maintain with Active. Active may also reimburse itself for any credit card charge backs or overdue fees owed by you out of the registration fees it collects on your behalf and/or by debiting your account. All fees and prices listed on Exhibit A are in US Dollars unless otherwise specified. All fees due to Active as consideration for its delivered Products and Services are non-refundable. The prices listed are for the current version of the Products and include improvements and enhancements to the delivered version of the Products provided under this Agreement as available and provided you have maintained a current agreement with Active.

b) Products and Services prices may change for any new Products and Services as well as significant upgrades and updates that are not deemed by Active as supported version enhancements. Prices may be increased up to 5% annually to cover cost increases such as inflation and cost-of-living.

c) Unless you provide Active with a valid and applicable exemption certificate for your Customer, you will be solely responsible for, and will pay, any and all use, excise, sales or privilege taxes, duties, value added taxes, fees, assessments or similar liabilities however denominated chargeable by a governmental authority as a result of any service or deliverable provided under this Agreement, exclusive of taxes on Active's net income.

d) In the event you are entering into this Agreement and seeking the Services for the benefit of a third-party event or organization ("Third Party Beneficiary"), you agree as follows: (i) we may send registration fees collected by us directly to the Third Party Beneficiary, and (ii) you shall indemnify us for any claims, loss or expenses (including attorney's fees) brought by the Third Party Beneficiary that relate to or arise from your negligence, wrongdoing or lack of authority to act on behalf of such third party.

6. Support and Service Fees. Applicable support, training and professional services fees are more specifically described in Exhibit A. All Fees set forth in this Agreement and in Exhibit A that are not directly collected by Active as part of the registration fees will be due from you within 30 days of invoice date. Any Fees rendered later than this deadline shall accrue interest at the annual rate of 10% per annum. In the event of delay in paying a Fee, you shall reimburse Active for any legal fees incurred by Active in its collection efforts. Active, at its option, may debit from your account any overdue amounts owed by you to Active from funds collected by Active on your behalf.

7. Disclaimer of Warranty/Limitation of Liability. **OTHER THAN AS CONTAINED IN THIS AGREEMENT, ACTIVE EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF ITS PRODUCTS OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SPECIFICATIONS WILL MEET YOUR REQUIREMENTS. ALL PRODUCTS AND SERVICES OF ACTIVE ARE PROVIDED TO YOU ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR**

PURPOSE. ACTIVE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR LOST PROFIT DAMAGES. ACTIVE'S TOTAL LIABILITY FOR ANY MATTER ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY RECEIVED FROM YOU AS CONSIDERATION FOR THE PRODUCTS AND SERVICES PROVIDED HEREUNDER.

8. Term and Termination. Unless expressly provided to the contrary in Exhibit A attached hereto, the term of this Agreement shall be for 3 years from the Go-Live Date of the Product, with automatic renewals for 3 year terms thereafter (each a "Renewal Term") until either party gives written notice to terminate this Agreement no less than 12 calendar months prior to the commencement of a Renewal Term. Either party may terminate this Agreement: (a) upon a material breach by the other party if such breach is not cured within thirty (30) days following written notice to the breaching party; or (b) where the other party is subject to a filed bankruptcy petition or formal insolvency proceeding that is not dismissed within thirty (30) days.

9. Representations and Warranties. Each party represents and warrants that it has the necessary and full right, power, authority and capability to enter into this Agreement and to perform its obligations hereunder; that it owns or controls the rights granted or licensed to the other party herein; that the execution and performance of its obligations under this Agreement will not violate any known rights of any third party, any contractual commitments or any applicable federal, state and local law or regulation; and that to its knowledge the marks, logos and intellectual property licensed to the other party herein do not violate the proprietary rights of a third party.

10. Exclusivity. Active will be the sole and exclusive provider of the Products and Services for the term of this Agreement. You further grant Active a right of first refusal to match or better any offer of similar products or services as provided by Active hereunder and if Active elects to exercise such option, you agree to procure such products or services from Active. You agree to promote Active as the preferred and exclusive provider of the Products and Services for your organization.

11. Indemnification. Each party shall indemnify and hold harmless the other party and its directors, officers, employees, affiliates and agents, against any third party claim, demand, cause of action, debt or proceedings (whether threatened, asserted, or filed) and all related damages, losses, liabilities, cost and expenses (including reasonable attorneys' fees), to the extent that: (i) it is based upon the indemnitor's breach of a representation, warranty or obligation hereunder; (ii) it arises out of the indemnitor's gross negligence or willful misconduct; or (iii) it is based upon the indemnitor's violation of any applicable federal, state or local law or regulation. You shall further indemnify and hold harmless Active against any claim or cause of action to the extent that it is based on injury or death to a person or damage to property resulting from the participation in an event or activity operated by you in connection with the Products and/or Services.

12. Dispute Resolution. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation between executives who have authority to settle the dispute. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within ten (10) business days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and the response shall include (i) a statement of each party's position and a summary of arguments supporting that position, and (ii) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within five (5) business days after delivery of the disputing party's notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. The foregoing procedure shall not apply to either party's attempt to obtain provisional equitable relief in the form of an injunction or specific performance.

13. Miscellaneous. Any notices shall be in writing by fax or airmail. This Agreement is non-assignable without the consent of the other party, except that Active may without consent assign: (i) its rights to receive payments; or (ii) the Agreement in connection with any sale of or any other transaction involving the transfer of more than fifty percent of its voting securities or assets. This Agreement shall be governed by the laws of the State of California. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in San Diego County, California. This Agreement contains the entire understanding of the parties regarding the subject matter and can only be modified by a subsequent written agreement executed by both parties. Any 'click-wrap' agreement, terms of use, electronic acceptance or other terms and conditions which attempt to govern the subject matter of this Agreement that you might be required to acknowledge or accept before using an Active product are of no force and effect as between Customer and Active and are superseded by this Agreement. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees. Sections 2, 7, 9, 11 12 and 13 of this Agreement shall survive any termination or expiration of this Agreement. If one or more of the provisions of this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement. Neither this Agreement nor any attachment may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement or any attachment shall be effective unless it is in writing and signed by the party against which it is sought to be enforced. Neither party will be deemed to be in default hereunder, or will be liable to the other, for failure to perform any of its obligations under this Agreement for any period and to the extent that such failure results from any event or circumstance beyond that party's reasonable control, including acts or omissions of the other party or third parties, natural disasters, riots, war, civil disorder, court orders, acts or regulations of governmental bodies, labor disputes or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment or lines, or other equipment failure.

ACTIVE

By: _____

Date: _____

CUSTOMER

_____ (Full Legal Name)	_____ E-Mail
By: _____ (Signature)	_____ Address
_____ Print Name and Title	_____ City, State and Zip
_____ Checks payable to	_____ Event URL (Web site)
Date: _____	Daytime Ph: _____

ONLINE EDUCATIONAL PRODUCTS AND SERVICES ORDER

This Online Educational Products and Services Order (this "Order"), dated as of July 1st, 2011 (the "Order Effective Date"), is between Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, CA, 92675 ("Customer") and K12 Virtual Schools LLC ("K12"), 2300 Corporate Park Drive, Herndon, VA 20171. This Order incorporates and is in all respects subject to the K12 Online Educational Products and Services Agreement Terms (the "Terms") that is published at http://www.k12.com/educators/sy2011_contract on the date that this Order bears the signatures of both Customer and K12. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms.

I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

_____ (signature) _____ (date)

_____ (print name) _____ (title)

Accepted by K12:

_____ (signature) _____ (date)

_____ (print name) _____ (title)

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1. **Period.** Select one:

   ☒ Subscription September 1st, 2011 through August 31st, 2012.

2. **Territory**. Students served by Capistrano Unified School District, CA.

3. **Description of Educational Products.** Customer will be provided the Educational Products specified in this Order.

☒ *Aventa Original Credit and Credit Recovery Courses.*

The available Aventa licensed online educational courseware. Aventa may from time to time, in its sole discretion, deliver or otherwise make available to Customer certain updated courseware, which such updates shall also be subject to all of the Terms. Customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and Customer shall be responsible for procuring such materials. All materials, assessments, and teacher guides provided directly by Aventa are included.

☐ Full-time Program with students taking 4 to 6 courses
☒ Courses-only for students taking 1 to 3 courses (not eligible for recruitment or program training)

4. **Description of Services.** Customer will be provided the following Services under this Order:

☒ *Instructional Services*: Customer will be provided qualified teachers, licensed as required by applicable state law, for instruction to enrolled students for selected courses.

☒ *Aventa Hosting Solution:*

The set-up, configuration and hosting of the applicable courseware for the delivery of Aventa courses, solely for the provision of educational services to its students in the Territory enrolled in Customer's educational programs.

5. **Description of Other Related Products**

RESERVED

6. **Fees.** For the Services and/or Products provided under this Order, Customer shall pay to K12 and/or its Affiliates the following Fees:

☒ Aventa *Subscription License (Per Enrollment):*

Aventa provides a 14-day grace period for students who enroll. If a student withdraws within 14 days from when the student enrolls, Aventa will refund 50% of the course fees but only if this withdrawal was received in writing by Aventa by fax or email before the grace period ended. Enrollments under the subscription license model will be invoiced on a monthly basis.

AP Online Courses $329.00 / Semester course (Includes course, Aventa Hosting Solution, and Instruction)
AP Online Courses $154.00 / Semester course (Includes course, and Aventa Hosting Solution)
Online Courses $299.00 / Semester course (Includes course, Aventa Hosting Solution and Instruction)
Online Courses $144.00 / Semester course (Includes course and Aventa Hosting Solution)

☒ Aventa *Credit Recovery Online Courses:*

$2,000 per Block of 10 Reusable Annual User Seats. "Reusable Annual User Seat" means a Student enrolled in an Online Credit Recovery Course (0.5 credit). Once a student is dropped or has completed the course, that seat is then available for another student. Customer may at its option purchase Blocks by submitting a purchase order to K12 indicating the number of Blocks purchased. The parties agree that no terms or conditions set forth in the purchase order shall be binding on K12 other than the number of Blocks ordered. The term shall be one year from the date of the purchase order. Customer will be invoiced upon receipt of an order

for credit recovery blocks. Aventa does not provide refunds with the Credit recovery program. By its very nature if a student drops from a course the concurrent user seat is then open for a new enrollment.

☒ *Aventa Training*

☒ Online Teacher Training: Required for Customer's Purchasing Aventa Credit Recovery and Original Credit Courses

$250.00 per 2 hour session (8 hours recommended $1,000.00)

☐ *In-Person Teacher Training: 1 Day Onsite*

Billed at setup. No refunds, credits or cancellations are allowed.
$2,500 per day

☒ *Online Mentor Training: 2 Hour Virtual Session (*required for Customer's Purchasing Aventa Original Credit & Credit Recovery)

Billed at setup. No refunds, credits or cancellations are allowed.
$0.00 per two hour session

☐ *In-Person Mentor Training: 1 Day Onsite*

Billed at setup. No refunds, credits or cancellations are allowed.
$2,500 per day

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2011 - 2012

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2011-2012

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2011-2012

CONTRACT NUMBER:
37-73791-6927644

LEA: *CAPISTRANO UNIFIED SCHOOL DISTRICT*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Teri, Inc. The Country School

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. **MASTER CONTRACT**

This Master Contract is entered into this 1st day of July, 2011, between the Capistrano Unified School District (hereinafter referred to as "LEA") and Teri, Inc. –The Country School (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a LEA student, an Individual Services Agreement (hereinafter referred to as "ISA") will be completed. Unless otherwise agreed in writing, this form shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

2. CERTIFICATION

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all LEA policies unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply. The provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2011 to June 30, 2012 (Title 5 California Code of Regulations section 3062(a)). Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2012. (Title 5 California Code of Regulations section 3062(d)). Re-negotiation of rate schedule for related services for subsequent contract year are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2012.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes the LEA Procedures and each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments for education and services will continue at the prior contract year rate, and CONTRACTOR shall be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA until such time as the new Master Contract is signed and returned to LEA by CONTRACTOR. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)).

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and

federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies.

b. The term "credential" means a valid credential, life diploma, permit, or document in special education or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).

c. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed or approved college or university, as authorized by state laws or regulations.

d. The term "license" means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

e. The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.

f. The term "days" means calendar days unless otherwise specified.

g. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

h. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

i. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to:

Name:	Special Education Director
District:	Capistrano Unified School District
Address:	33122 Valle Rd
City, State Zip:	San Juan Capistrano CA 92675
Phone:	(949) 234-9270

Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b); cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through additional

instructional assistants, behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log need record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward LEA student records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in Orange County, California.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract may be terminated for cause. The cause shall not be the availability of a public program initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall procure and maintain for the duration of the Master Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Master Contract by CONTRACTOR, its agents, representatives, or employees.

A. Insurance coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

3. Professional Liability Insurance and Employer's Liability Insurance with limits of $1,000,000/$1,000,000/$1,000,000.

4. Workers' Compensation Insurance as required by the state in which services are performed with limits of 1,000,000/$1,000,000/$1,000,000. If CONTRACTOR fails to procure Workers' Compensation insurance, CONTRACTOR shall submit a sworn affidavit to LEA describing the reasons CONTRACTOR failed to obtain workers compensation insurance.

B. CONTRACTOR shall maintain limits of insurance no less than:

1. Commercial General Liability: $1,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit ($2,000,000).

2. Automobile Liability: $1,000,000 combined single limit.

3. Professional Liability/ errors and omissions coverages, including sexual molestation and abuse: $1,000,000 per occurrence/ $1,000,000 aggregate.

4. Workers' Compensation with limits as required by state in which services were performed.

For all insurance coverages procured by CONTRACTOR, the following terms apply:

C. Any deductibles or self-insured retentions above $25,000 must be declared to and approved by the LEA in writing. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions as respects to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. The general liability, automobile liability policies, and professional liability policies are to contain, or be endorsed to contain, the following provisions:

1. The LEA, its subsidiaries, officials and employees are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the LEA, its subsidiaries, officials and employees.

2. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party,

reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LEA.

E. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the LEA in writing.

F. The CONTRACTOR shall furnish the LEA with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements meeting requirements of above conditions are to be received and approved by the LEA before work commences. As an alternative to the LEA's forms, the CONTRACTOR's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate.

If LEA or CONTRACTOR determines that change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. **INDEMNIFICATION AND HOLD HARMLESS**

CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their

respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements effecting coverage required by Section 15 and a declarations page for each policy. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in section 45 Clearance Requirements and section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education

and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA Procedures.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to the following educational materials, services, and programs to the extent available at the LEA School District in which CONTRACTOR is located: (a) standards-based, core curriculum and the same instructional materials used by LEA; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult care giver during the delivery of services. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

23. **INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP, the number of instructional minutes, excluding recess, lunch, and passing time, shall be at least:

310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.
314 instructional minutes for LEA students in grades six through twelve inclusive.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade level unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary to provide services to students with disabilities.

When CONTRACTOR is a nonpublic school, CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

25. CALENDARS

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and/or required by the IEP for each student. Unless otherwise specified by the students' IEP, educational services shall occur at the school site.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP and ISA. It is understood that services may not be provided on weekends, holidays and other times when school is not in session.

26. **DATA REPORTING**

CONTRACTOR shall agree to provide all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and sections of this contract and requested by and in the format required by the LEA.

The LEA shall provide the CONTRACTORS with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTORS provided forms at their discretion.

27. **LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

28. **STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINIATION**

Where CONTRACTOR is a NPS, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a NPS, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by LEA pursuant to LEA, state and federal guidelines.

29. **DISTRICT MANDATED ATTENDANCE AT MEETINGS.**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE

responsibilities, transition services, and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Records of such training shall be made available to LEA upon request. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled.

Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. **IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-up time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees

otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations and LEA policies and procedures regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards pursuant to LEA policy and the requirements specified in the LEA Procedures. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business shall be submitted to the LEA and the LEA student's parent(s).

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. The CONTRACTOR shall provide sufficient copies of their reports, documents and projected goals necessary to share with members of the IEP team (5) five business days prior to IEP meeting. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours must be in direct service to the student.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive, and submit them on LEA approved forms to the LEA student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA of the LEA student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If the LEA student's change of residence is to a residence outside of LEA's service boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence, if CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, to the LEA when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit within five (5) days.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORs operating programs with residential components shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to a Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall be invited to participate in the review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

If CONTRACTOR is also a LCI, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in the Special Education Self Review and/or District Validation Review. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Assessment Checklist submitted as specified in the LEA.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare a School Accountability Report Card in accordance with California Education Code Section 33126.

PERSONNEL

45. **CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, or contractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a

request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing on forms provided by the LEA and CDE within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in the LEA Procedures.

CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall provide to LEA updated information regarding the status of licenses, credentials, permits and/or other documents as specified in LEA Procedures.

48. **STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

In order to provide a smooth transition for the student, the CONTRACTOR will notify the LEA of any change in assignment of tutors and/or supervisors no les than fourteen (14) days prior to the change of assignment.

HEALTH AND SAFETY MANDATES

49. **HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et *seq.,* To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the LEA Procedures and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related

documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by section 56; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) or (f): the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (g): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a LEA students unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event of Provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

60. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; medi-cal/daily service logs and notes and other documents used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor

notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

61. **Rate Schedule.**

The attached rate schedule (62) limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

62. Teri, Inc. The Country School | **37-73791-6927644** | **2011-2012**
NONPUBLIC SCHOOL | **CONTRACTOR NUMBER** | CONTRACT YEAR

Per CDE Certification, total enrollment may not exceed 4 classrooms

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

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

	Rate	Period
A. Basic Education Program/Special Education Instruction	$235.00	day
Basic Education Program/Dual Enrollment		

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

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Transportation-Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of ____		
	c. Adapted Physical Education – Group of ____		
(4)	a. Language and Speech Therapy – Individual	$80.00	per hour
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech - Consultation Rate		
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)		
	b. Additional Individual Aide for entire day		Inclusive
	c. Additional Instructional Assistant – Group of 3		
(6)	Itinerant Teaching		
(7)	a. Occupational Therapy – Individual	$80.00	per hour
	b. Occupational Therapy – Group of 2		

	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy - Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention – BII		
	b. Behavior Intervention – BID		
	Provided by: _____		
	_____		
(10)	Auditory Training		

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2011 and terminates at 5:00 P.M. on June 30, 2012, unless sooner terminated as provided herein.

CONTRACTOR,

Teri, Inc. The Country School
Nonpublic School

By: _____
Signature Date
Shane Hamilton, Director

Name and Title of Authorized Representative

Capistrano Unified School District

By: _____
Date
Ronald N. Lebs, Deputy Superintendent, Business & Support Services

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Name
Shane Hamilton, Director

Nonpublic School Provider
Teri, Inc. – The Country School

1145 Linda Vista Drive, #105
Address

City State Zip
San Marcos, Ca 92078

Phone
(760) 744-4870

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL SERVICES
2011-2012

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DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL SERVICES
2011-2012

THIS MASTER CONTRACT is made and entered into this 1st day of July, 2011, between Capistrano Unified School District, County of Orange hereinafter referred to as the "LEA" and Mardan School, hereafter referred to as "CONTRACTOR" for the purpose of providing special education and /or related services to individuals with exceptional needs under the authorization of California Education Code § 56157, and §§ 56365-56366.7. It is understood that this Master Contract does not commit LEA to payment for special education and related services provided to any individual unless, and until, an Individual Services Agreement ("ISA") for Nonpublic, Nonsectarian School ("NPS") Services is executed between LEA and CONTRACTOR on behalf of such individual, or interim telephone approval followed by written approval is given to the CONTRACTOR by a representative of LEA.

WITNESSETH:

Whereas, LEA has determined that the need for such services exists;

Whereas, CONTRACTOR is a nonpublic nonsectarian school holding all required certificates and licenses; and

Whereas, that CONTRACTOR is capable of and willing to provide such services.

A current copy of California Department of Education ("CDE") certification is attached. If certification is revoked during Master Contract period, LEA must be notified by CONTRACTOR in writing within five (5) business days. If certification expires during Master Contract period, CONTRACTOR must provide an updated copy or a copy of a waiver of such certification issued by the CDE. This Master Contract will be null and void if such certification or waiver is expired and not renewed or waived, or if such certification is revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

In consideration of mutual promises contained herein, it is mutually agreed between the parties as follows:

I. GENERAL PROVISIONS

1. INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

a. An Individual Services Agreement ("ISA") for Nonpublic, Nonsectarian School ("NPS") Services shall be part of this Master Contract, which CONTRACTOR will be required to execute with LEA with respect to each pupil for whom CONTRACTOR is to provide special education and/or designated instruction and services. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's IEP/IFSP (Title 5 CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled in the NPS with the approval of the LEA. CONTRACTOR is responsible for providing those services, which it has agreed to provide for each individual pupil in that pupil's ISA, unless mutually agreed upon otherwise in

writing. Individual Services Agreements are null and void upon termination of the Master Contract.

b. The Individual Services Agreement may be terminated by the LEA or the CONTRACTOR for cause, as set forth in California Education Code § 56366(a)(4), with twenty (20) days written notice. The ISA may be terminated without advance notice if both parties agree to do so in writing.

c. LEA shall not terminate an ISA for NPS Services because of the availability of a public school program initiated during the course of this Master Contract, unless the parent agrees to the transfer of a pupil to a public school program during an IEP/IFSP meeting to which CONTRACTOR will normally be invited, or pursuant to an order from OAH and/or an order rendered by a court of competent jurisdiction.

d. Continued enrollment and provision of a free appropriate public education ("FAPE") to a pupil currently attending NPS shall not be terminated when stay put is in effect as ordered by OAH under California Education Code § 56505.

2. TERM

This Master Contract is effective on July 1, 2011 and terminates at 5 p.m. on June 30, 2012 (Title 5 CCR section 3062(a)), unless terminated at an earlier date as provided therein.

3. MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended by a written document, which complies with legal mandates, executed by CONTRACTOR and LEA. The CONTRACTOR agrees to apply the same rate for the entire school (fiscal) year, unless mutually agreed otherwise in writing by the LEA and CONTRACTOR. Changes in the administrative or financial provisions of this Master Contract, which do not alter the educational services or placement, may be made at any time during the term of this Master Contract, as mutually agreed in writing by CONTRACTOR and LEA.

4. COMPLIANCE WITH LAWS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, CDE, and other local statutes, laws, ordinances, and regulations relating to the required provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavior interventions. The CONTRACTOR shall also fully cooperate with any due process proceedings or complaint investigations.

In addition, the NPS shall prepare a school accountability report card in accordance with Education Code § 33126.

5. DEFINITIONS AND ACRONYMS

The following acronyms are used for the purpose of this Master Contract:

- CDE (California Department of Education)
- CDOJ (California Department of Justice)
- COTA (Certified Occupational Therapy Assistant)

- DAYS (Calendar days, unless otherwise specified)
- DIS (Designated Instruction and Services)
- FAPE (Free Appropriate Public Education)
- FERPA (Family Educational Rights and Privacy Act of 1974)
- IEP (Individualized Education Program, also means "individualized family service plan" when IEP pertains to individuals with exceptional needs younger than three years of age)
- IFSP (Individualized Family Service Plan)
- ISA (Individual Services Agreement)
- ITP (Individual Transition Plan)
- IMMEDIATE (within one school day)
- LEA (Local Education Agency)
- MASTER CONTRACT (previously known as Agreement)
- NOTIFICATION (within fourteen (14) calendar days, unless otherwise specified)
- NPS (Nonpublic School)
- OAH (California Office of Administrative Hearings)
- PARENT (means the natural parent, adoptive parent, surrogate parent, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction or otherwise provided by law)
- RELATED SERVICES also known as Designated Instruction and Services
- SELPA (Special Education Local Plan Area)
- SLPA (Speech Language Pathology Assistant)

6. NO DISCRIMINATION

CONTRACTOR shall not discriminate based on race, religion, sex, national origin, age, sexual orientation or handicap in employment or operation of its programs.

7. GOVERNING LAW

The terms and conditions of this Master Contract shall be governed by the laws of the State of California with venue in Orange County, California.

II. ADMINISTRATION OF MASTER CONTRACT

8. NOTICES

All notices involving: 1) revocation or renewal of CONTRACTOR's certification, 2) Master Contract disputes, 3) changes of LEA pupil's residence outside of current LEA attendance area, 4) termination of ISA, 5) termination of Master Contract, 6) notification of cancellation or material change in CONTRACTOR's or LEA's insurance coverage, 7) LEA's reasonable objections to a subcontractor's liability insurance policy, and 8) CONTRACTOR's notice of subcontract are required to be given to the LEA and/or CONTRACTOR in writing and shall be delivered in person, by certified/registered mail, or by other delivery service. Notices to LEA shall be addressed to: Special Education Director, Capistrano Unified School District, 33122 Valle Rd San Juan Capistrano CA 92675. Notices to CONTRACTOR shall be addressed to: Terrie L. Gero, Director of Finance, Mardan School, 1 Osborn Irvine CA 92604. The effective date of the notice shall be the date shown on return receipt received by addressee, or if delivered by hand, the date received by addressee or addressee's agent. All other notices shall be given in the manner determined by the party giving notice, or as specified in a specific section of this Master Contract.

9. MASTER CONTRACT DISPUTES

Any disputes or disagreements between CONTRACTOR and LEA regarding implementation or interpretation of this Master Contract, or otherwise relating to this Master Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section of the Master Contract. This provision in this section of the Master Contract, shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Master Contract, even if the party claiming injury first discovers the events and/ or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Master Contract. For purposes of this section of the Master Contract, the term "injury" shall include monetary and/or non-monetary injuries.

Step One: The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If LEA is the party claiming injury, LEA shall notify CONTRACTOR's Director of the existence of a disagreement or dispute and attempt to resolve the matter informally. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the LEA's Special Education Director or other LEA employee known or reasonably believed to be responsible for LEA's special education program, of the existence of a disagreement or dispute and attempt to resolve the matter informally.

Step Two: If the dispute or disagreement is not resolved at Step One, the party claiming injury as a result of the facts underlying the dispute or disagreement shall notify the Director of the SELPA of which the LEA is a member and request that the SELPA Director participate in attempting to resolve the matter informally.

Step Three: If the dispute or disagreement is not resolved at Step Two, the party claiming injury, if it wishes to pursue resolution of the dispute or disagreement, shall notify the other party in writing that it wishes to proceed to Step Three. The notice shall include: (a) a written statement of applicable facts supporting its position; (b) all applicable documents; (c) a proposed remedy to resolve the dispute; (d) the time and date during the regular or extended school year at which a Step Three meeting will be held, which date shall be no less than fifteen and no more than forty-five days after the date of the notice; (e) a location in Orange County, at which the Step Three meeting will be held; (f) a statement that the LEA shall invite a representative from a SELPA different from the SELPA that LEA belongs to and CONTRACTOR shall invite a representative from a different nonpublic school, to attend the Step Three meeting. The date, time or location of the meeting may be changed by written agreement of the parties, including to a date earlier than fifteen days or later than forty-five days after the date of the notice.

At the Step Three meeting, LEA and CONTRACTOR shall be given the opportunity to present all applicable facts and documents to the invited representatives, who will be asked to provide a suggested resolution of the dispute or disagreement, that is both equitable and consistent with applicable law and which may include a recommendation for one or more additional meetings, at which the representatives will attempt to mediate a resolution to the dispute or disagreement.

Step Four: If the dispute or disagreement is not resolved at Step Three, the party claiming injury may seek legal and /or equitable redress in a court of competent jurisdiction, or if mutually agreed to in writing by the parties, may submit the matter to binding arbitration by an arbitrator or arbitration service to be agreed to by the parties. The parties agree that this Master Contract provision on Master Contract Disputes does not alter the parties' right to bring any action in accordance with the applicable statute of limitations under state or federal law.

10. SUBCONTRACTS AND ASSIGNMENTS

a. CONTRACTOR shall provide at least five (5) days written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

b. Subcontracts for the provision of special education and/or related services pursuant to this Master Contract shall be entered into only with NPS/NPAs certified by CDE, except for an individual providing speech and language therapy, or psychological or educational assessment, who has a current license issued by the applicable licensing authority for those service providers.

c. CONTRACTOR agrees that any subcontractor providing educational instruction or services, including transportation, shall keep in effect an appropriate policy of liability insurance, which CONTRACTOR shall provide to LEA, and LEA shall notify CONTRACTOR of any reasonable objections to the subcontractor's liability insurance policy within ten (10) days of receipt. CONTRACTOR agrees that subcontractor providing transportation shall keep in effect a liability insurance policy providing at least $1,000,000 coverage, unless mutually agreed otherwise in writing by CONTRACTOR and LEA. CONTRACTOR shall ensure that such subcontractor shall require the subcontractor's insurance provider to send written notice of cancellation to LEA at least twenty (20) days prior to cancellation or material change in coverage. Proof of insurance shall be provided to LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of LEA; otherwise, certificates of insurance may be acceptable proof, if the information thereon is adequate and verifiable.

11. INDEPENDENT CONTRACTOR STATUS

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

12. CONFLICTS OF INTEREST

CONTRACTOR agrees to furnish to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or gives the appearance of a conflict of interest.

13. TERMINATION

This Master Contract may be terminated by LEA or CONTRACTOR at any time, through the procedures specified herein. To terminate the Master Contract either party shall give twenty (20) calendar days (pursuant to EC 56366(a) (4)) written notice prior to the date of the termination. Upon termination, CONTRACTOR shall make payment demand, and LEA shall make payment consistent with the payment provisions in this Master Contract. Expenses shall be itemized for review and approval by LEA. CONTRACTOR shall turn over to LEA all records pertaining to LEA pupils possessed by CONTRACTOR or under its control at the time of termination.

14. INDEMNIFICATION

CONTRACTOR shall defend, hold harmless, and indemnify LEA, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants or other representatives.

LEA shall defend, hold harmless and indemnify CONTRACTOR and its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classroom, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder that arise out of result from, in whole or in part, the negligent, wrongful or willful acts or omissions of LEA, its employees, agents, subcontractors, independent contractor, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for their sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for their sole negligence or willful misconduct.

This indemnity shall survive the termination of this Master Contract and/or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under law and/or this Master Contract.

15. INSURANCE

During the entire term of this Master Contract, CONTRACTOR shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of services(s) by CONTRACTOR, of at least $1,000,000 combined single limit for all damages arising from each accident or occurrence. Not later than the effective date of this Master Contract, CONTRACTOR shall provide LEA with satisfactory evidence of insurance, naming LEA as additional insured, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification Section 14, including a provision for a twenty (20) calendar day written notice to

LEA before cancellation or material change, evidencing the above-specified coverage. The CONTRACTOR shall at its own cost and expense, procure and maintain insurance under the worker's compensation laws of the state of California. If LEA or CONTRACTOR determines that a change in insurance coverage is necessary, either LEA or CONTRACTOR may reopen negotiations to modify the terms of this Master Contract's insurance obligations.

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers persons acting on its behalf or under its control, that its self-insurance covers LEA's indemnification obligations to CONTRACTOR under this Master Contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self-insurance in the event the indemnification obligations of Section 14 of this Master Contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 8 of this Master Contract, or any material insurance coverage changes at least twenty (20) days prior to the change.

16. CHANGE OF RESIDENCE

CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of a change in their pupil's residence. CONTRACTOR shall notify LEA in writing of a pupil's and/or parent's change of residence within three (3) school days after CONTRACTOR becomes aware of said change.

If the pupil's new residence is located within an area outside of LEA's service boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the pupil's change of residence if CONTRACTOR had knowledge of the pupil's change of residence.

CONTRACTOR shall notify LEA immediately when the CONTRACTOR becomes aware of an emergency change of placement (e.g., hospitalization, juvenile hall, etc.).

17. LCI CONTRACTOR

If CONTRACTOR is also a licensed childcare institution ("LCI"), such CONTRACTOR shall adhere to the legal requirement regarding educational placements for LCI pupils as stated in Education Code § 56366.9 and subdivision (b) of Health and Safety Code § 1501.1. A LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility. A LCI shall provide any documentation and information necessary, upon request of the LEA, to allow the LEA to verify compliance with this provision and the applicable Code provisions.

18. FACILITIES MODIFICATION

CONTRACTOR shall be responsible for any structural changes and/or facilities modifications required by state and/or federal law.

19. RENEWAL

Neither CONTRACTOR nor LEA is required to renew this Master Contract in subsequent years.

20. ENTIRE AGREEMENT

This Master Contract and any exhibits or attachments hereto constitute the entire Master Contract between LEA and CONTRACTOR, and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated. This Master Contract binds the successors, and assignees, of CONTRACTOR.

21. SEVERABILITY CLAUSE

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Master Contract shall be severable and remain in effect.

22. AUTHORIZED REPRESENTATIVE

Authorization to enter into this agreement on behalf of the LEA is provided by the governing board of the LEA.

III. EDUCATIONAL PROGRAMS

23. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

Parents shall not be charged for any IEP/IFSP mandated educational activities and/or related services provided to their pupil. CONTRACTOR shall not require parents to pay any fees for services required in this Master Contract as a condition of enrollment and/or participation in school related activities necessary for the provision of FAPE.

CONTRACTOR shall provide to LEA pupils special education and/or related services within the NPS, which are consistent with each pupil's IEP/IFSP, and as specified that CONTRACTOR is to provide in each pupil's ISA. This includes the development of the pupil's IEP, preparation of periodic progress reports, and participation in IEP/IFSP meetings.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of the standard and usual supplies, equipment, and facilities it normally provides as part of its general program for the type of pupil population served. No charge of any kind to parents shall be made by CONTRACTOR for special education and/or related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of the pupil's enrollment under the terms of this Master Contract, except as specified in writing signed by all relevant parties and attached to the pupil's ISA. This provision does not apply to voluntary activities unnecessary to provide the pupil with a free appropriate public education conducted after written notification to parents as to the cost and the voluntary nature of the activity. Unless the activity takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEPs.

If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond that normally provided by CONTRACTOR as part of its general program for the type of pupil population served, the specialized equipment and/or supplies, shall be provided by the LEA unless otherwise specified in the ISA. If the pupil is eligible for low incidence funding of equipment and/or supplies, the LEA shall provide the low incidence equipment and/or supplies identified in a pupil's IEP/IFSP, unless the CONTRACTOR specifically agrees in the ISA to provide them. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA, and supplies and/or equipment provided and/or purchased by

CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that particular supply or equipment.

24. TRANSPORTATION

LEA shall provide transportation services to LEA pupils attending CONTRACTOR's educational program, unless CONTRACTOR agrees in the applicable ISA to provide transportation services at the rates identified in the Rate Schedule Section 57 of this Master Contract.

25. COPY OF IEP/IFSP AND PROGRAM OF INSTRUCTION

Upon referral of a pupil to CONTRACTOR, the LEA shall provide CONTRACTOR with a copy of that pupil's current IEP/IFSP, as well as available assessment information, and facilitate, if requested, an observation of the pupil. CONTRACTOR retains the right to decline enrollment of any pupil. CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of the enrollment of the pupil within two (2) days of the decision to decline enrollment or to accept enrollment of the pupil.

CONTRACTOR will provide LEA pupils a program of instruction that is consistent with each pupil's IEP/IFSP as specified in the ISA for NPS Services. Changes in the educational services or placement provided under this Master Contract may only be made based on revisions to the pupil's Individualized Education Program ("IEP"), mediated agreement, an order from California Office of Administrative Hearings ("OAH") and/or an order rendered by a court of competent jurisdiction. At any time during the term of this Master Contract, the parent, CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by state and federal law. The general program of instruction provided to pupils under the ISAs for NPS Services shall be responsive to LEA's required sequence of courses and related curriculum for pupils. The program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract. CONTRACTOR shall ensure that Individual Transition Plans ("ITPs") are completed for all pupils during the IEP year that the pupils attain the age of 16 and each year subsequent. CONTRACTOR agrees to use Special Education Local Plan Area ("SELPA") IEP/IFSP, ITP forms and SELPA service logs, if such documents are available.

26. SUSPENSION

Suspensions of pupils by CONTRACTOR shall be consistent with the provisions of the California Education Code and California Code of Regulations. CONTRACTOR shall have a written policy regarding suspension procedures. Such procedures shall include a process for documenting the actions that may lead to an expulsion by the LEA, and the process for communicating with the LEA. It is understood that the LEA shall be responsible for any expulsion decision, hearing and/or appeal. CONTRACTOR shall notify LEA within five (5) school days and provide written documentation to LEA each time a pupil is suspended, including the reason for said suspension. Written documentation shall include, but not be limited to, pupil's name, date, time, offense, rationale for disciplinary action taken, and copy of behavioral intervention plan. LEA shall notify and invite CONTRACTOR's representatives to the IEP/IFSP meeting in which the manifestation determination is to be considered. CONTRACTOR agrees to participate in any manifestation determination by providing input, data, and other related information, and to participate in an IEP/IFSP meeting scheduled and conducted by the LEA on a date no later than the eighth day of suspension.

27. GRADUATION REQUIREMENTS - NONPUBLIC SCHOOLS

If the pupil is enrolled in a NPS and is of secondary school age, LEA will list the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of diploma requirements. LEA will provide a current transcript and specific list of courses required.

At the close of each semester, or upon pupil transfer, for pupils in grades nine (9) through twelve (12), inclusive, CONTRACTOR shall prepare transcripts and submit them to the pupil's school of residence, or receiving school for evaluation of progress toward completion of diploma requirements. If LEA pupil requests to graduate from his or her LEA residence high school, pupil may participate in the LEA residence high school's commencement ceremony if permitted by LEA policy and if the IEP team has made that decision within thirty (30) days of the end of the semester prior to graduation, unless agreed upon otherwise. CONTRACTOR shall notify LEA of pupil's request to participate in said commencement ceremony in writing within two (2) days of pupil's request.

28. SERVICE/PROGRAM MONITORING

CONTRACTOR shall allow periodic monitoring of each pupil's instructional program by LEA. CONTRACTOR shall be invited to participate in the review of the pupil's progress by LEA. Representatives of LEA shall have reasonable access to observe the pupil at work, to observe the instructional settings, to interview CONTRACTOR, and to review the pupil's progress, service logs and related documentation, including any behavioral intervention plan.

The monitoring and access described above shall also be provided by CONTRACTOR to the LEA in order to allow the LEA to: a) Evaluate the educational progress of each pupil placed in the NPS, including all state assessment results pursuant to the requirements of Education Code section 52052; and b) Consider, as part of IEP team meetings held pursuant to Education Code section 56343, whether or not the needs of the pupil continue to be appropriately met at the NPS and whether changes to the IEP are necessary, including whether the pupil may be transitioned to a public school setting.

If CONTRACTOR is also a licensed childcare institution, the monitoring and access described above shall also be provided by CONTRACTOR to the LEA in order to allow the LEA to conduct an annual evaluation, in accordance with federal law as part of the IEP process, of whether the placement is the least restrictive environment that is appropriate to meet the pupil's needs.

LEA representatives will normally provide notice prior to monitoring visits, but LEA reserves the right to make unannounced monitoring visits. LEA representatives making site visits shall initially report to CONTRACTOR's site administrative office and present appropriate identification and proof of LEA employment.

29. REASONABLE VISITATION

CONTRACTOR will provide for reasonable parental visits to all the school facilities including, but not limited to, the instructional setting attended by the pupil, school and recreational activity areas, and if applicable, pupil's living quarters. CONTRACTOR shall make reasonable efforts to comply with any known court orders regarding parental visits and access to LEA pupils. If CONTRACTOR is aware that a violation of a known court order occurred at its site,

CONTRACTOR will notify the pupil's parent, but shall not be obligated to notify the parent that is in violation of the court order.

CONTRACTOR's operating program with residential components shall cooperate with parents' reasonable requests for pupil visits in their home during, but not limited to, holidays and weekends. If CONTRACTOR has knowledge that permission is required for parental visits, CONTRACTOR shall require the parent(s) to provide written authorization from the designated individual or agency authorized to grant permission for the parental visit.

30. WITHDRAWAL BY PARENT

CONTRACTOR shall immediately report by telephone to LEA if a pupil is withdrawn by the parent from school. CONTRACTOR shall confirm said telephone call in writing within three (3) school days.

31. MEDICATIONS

CONTRACTOR assures LEA that medications are distributed at school only when there is a written statement from the physician detailing the type, administration, method, amount, and time schedule of how the medication is dispensed. CONTRACTOR shall also assure LEA that there is a written statement from the parent giving the school permission to dispense prescribed medication to the pupil. CONTRACTOR shall keep a written log delineating date, time, amount, medication and name of employee dispensing medication to pupil. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

32. ACCIDENT/INCIDENT REPORT

CONTRACTOR agrees to submit a written accident report to LEA within five (5) school days of an incident where a pupil has suffered an injury requiring medical attention or resulting from physical restraint, injured another individual, is named as a suspected perpetrator or victim in an official sexual harassment complaint, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

33. PUPIL RECORDS

CONTRACTOR agrees to keep a current listing of names and positions of employees who have access to confidential records. All pupil records shall be kept in a secure location preventing access by unauthorized individuals. CONTRACTOR will maintain an access log delineating date, time, agency, and identity of the individual for any authorized person accessing pupil records who is not in the direct employ of the CONTRACTOR. Subcontractors shall not be considered in the direct employ of the CONTRACTOR for the purposes of accessing pupil records. Nevertheless, pursuant to Education Code § 49076(b)(6), CONTRACTOR may provide subcontractors access to pupil records when the subcontractor provides services within CONTRACTOR's educational institution and has a legitimate interest in the information contained in the pupil records. CONTRACTOR also agrees to comply with the parental right to request copies of records and the parental right to inspect a pupil's file as defined in the federal law under the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the California Education Code § 49000 et seq. and § 56000 et seq.

34. PROGRESS REPORTS

Progress reports relating to goals and objectives in a pupil's IEP/IFSP and other data required for review shall be sent by CONTRACTOR to the Director of Special Education of the LEA and to parents per the pupil's IEP/IFSP schedule for progress reporting, at no charge to the LEA. Upon request, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP/IFSP review by LEA's IEP/IFSP team or when pupil's enrollment is terminated.

35. FORWARDING OF RECORDS

CONTRACTOR agrees, in the event of school closure, to forward LEA pupil records within seven (7) days to LEA. These shall include, but not be limited to, current transcripts, IEP/IFSPs, and reports.

In the event of a parent request for records, the CONTRACTOR shall copy and forward to the LEA all records pursuant to the records request within three (3) days of the written request by the LEA. The CONTRACTOR may bill for copies at the same rate charged the parents of the pupil.

36. IEP/IFSP MEETINGS

The CONTRACTOR is responsible for ensuring the attendance of the pupil's special education teacher and/or CONTRACTOR's personnel appropriate to represent the related services provider at pupil's IEP/IFSP meetings. CONTRACTOR's attendance at LEA pupil IEP/IFSP meetings, including travel time, is part of CONTRACTOR's professional responsibilities and obligations under this Master Contract. These meetings will be held at the LEA, unless otherwise approved by the LEA. Every effort shall be made to schedule the IEP/IFSP meetings at a time that is mutually convenient to parents, CONTRACTOR's staff and LEA's staff. The LEA and the CONTRACTOR agree to coordinate the location of the meeting, the scheduling of the meeting, and the sending of IEP meeting notices to parent(s), LEA, NPS office and other attendees. The CONTRACTOR shall ensure private and confidential communication between the pupil and members of the pupil's IEP team, at the pupil's discretion.

If CONTRACTOR administers any testing of pupils in conjunction with pupils' IEP/IFSP the CONTRACTOR shall furnish copies of reports and protocols at no charge to the LEA, said copies shall be provided to the LEA at least five (5) days before the pupil's IEP/IFSP meeting. CONTRACTOR will send post-tested goals as well as proposed new goals to LEA and NPS office at least five (5) days prior to the IEP/IFSP meeting. In the event the CONTRACTOR receives notice of the IEP/IFSP fewer than eight (8) days before the meeting, the CONTRACTOR shall provide the documents to LEA within three (3) days of receiving the notice.

CONTRACTOR shall establish grading policies to be followed unless otherwise specified in the pupil's IEP/IFSP.

37. STATEWIDE MANDATED ASSESSMENT

In the event the state promulgates regulations and/or other directives rendering NPSs subject to the alternative accountability system developed pursuant to Education Code section 52052, CONTRACTOR shall be subject to that system, in the same manner as public schools, and each pupil placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with the requirements of the accountability program. In the event

such implementation occurs, CONTRACTOR will report the test results to the CDE as required by Education Code § 56366(a)(8)(A).

CONTRACTOR shall administer all standardized achievement tests including the California High School Exit Examination, and any other state mandated assessments pursuant to state and federal guidelines, unless otherwise specified in a LEA pupil's IEP/IFSP. The testing calendar for the California High School Exit Exam and any STAR related assessments including but not limited to the California Alternate Performance Assessment (CAPA), California Achievement Test (CAT 6) or other assessments shall be provided to the CONTRACTOR by the LEA. LEA and CONTRACTOR shall collaborate to minimize the disruption to the educational programs for pupils caused by the administration of these tests, including working together to schedule the testing of all pupils at CONTRACTOR's school who are taking the same test, at the same time and date. The LEA shall provide opportunities for test administration training as necessary. This provision for state mandated testing shall not apply to any other type of pupil assessment. Any other type of pupil assessment shall remain the sole responsibility of the LEA unless specifically agreed otherwise.

CONTRACTOR shall determine its STAR testing period subject to subdivisions (b) and (c) of Education Code section 60640. CONTRACTOR shall determine this period based on completion of 85 percent of the instructional year at that NPS, plus and minus 10 days, resulting in a 21-day testing period. CONTRACTOR shall notify LEA of its testing period. CONTRACTOR staff who administer the assessments shall attend the regular testing training sessions provided by LEA. If CONTRACTOR staff have received training from another local educational agency, that training will be sufficient for all local educational agencies that send pupils to the NPS. LEA shall order testing materials for its pupils that have been placed in the NPS.

The LEA shall furnish to CONTRACTOR the scores, for any students still being serviced by CONTRACTOR when the scores are received, of all standardized achievement tests including the California High School Exit Examination, and any other state mandated assessments pursuant to state and federal guidelines.

38. CLASS SIZE—NONPUBLIC SCHOOL

CONTRACTOR shall ensure that class size shall not exceed twelve (12) pupils, except that class size may be temporarily increased to fourteen (14) pupils when necessary to provide services to pupils with disabilities and with approval by an authorized LEA representative.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three (3) and five (5) years, inclusive, shall comply with the appropriate instructional adult to child ratios set forth in California Education Code § 56441.5.

39. RELATED SERVICES

Unless otherwise specified in the LEA pupil's IEP/IFSP and/or ISA or in another written agreement, CONTRACTOR shall provide related services to LEA pupils on only those days that the LEA pupil's school of attendance is in session and the LEA pupil is scheduled to attend school. When a pupil misses a related service session due to staff absence, or any other staff-related reason (i.e. illness), the make up session shall be provided within thirty (30) calendar days of the missed session and CONTRACTOR shall provide LEA written notice of the completion of said make up session and invoice accordingly as a make up session. Make up sessions provided after 30 calendar days of the missed session shall not be invoiced and will not be reimbursed by

the LEA. When a pupil misses a scheduled related service session due to illness or absence, or is absent from school on the day of a scheduled related service session, the missed session shall not be made up and the LEA shall not be invoiced by the CONTRACTOR for such missed session.

When related services are provided by a speech language pathology assistant (SLPA) or certified occupational therapy assistant (COTA), CONTRACTOR shall bill such services at rates consistent with those provided by assistants and as set forth in Section 57 of the Master Contract. In the event related services have not been previously provided by a SLPA or COTA, unless the specific services are specified in the LEA pupil's IEP/IFSP, such services shall not be initiated until after the LEA has received reasonable written notice and an opportunity to consult with CONTRACTOR.

40. DUE PROCESS AND COMPLAINTS

CONTRACTOR shall fully participate in due process proceedings before OAH including mediations and hearings, at no additional cost, as requested by LEA. Participation includes but is not limited to producing documents regarding pupil, involvement with legal counsel for the LEA in preparation for the due process hearing and testifying at due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.
LEA shall inform parent(s) of their due process rights upon: 1) each notification of an IEP/IFSP meeting; 2) reevaluation of their child; 3) registration of a complaint or a request for a due process hearing; and 4) the commencement of an expulsion proceeding. Upon request by LEA, CONTRACTOR will assist the LEA in meeting its due process notification obligations set forth in this section of this Master Contract.

41. STATE MEAL MANDATE

CONTRACTOR shall assist LEA to meet the LEA's responsibilities to satisfy the State Meal Mandate under California Education Code §§ 49503, 49530, 49530.5, and 49550. If NPS is an identified provider under the Child Nutrition Act, the NPS shall comply with National School Lunch Program standards.

42. HEALTH AND SAFETY

CONTRACTOR shall require that all regular and substitute employees, subcontractors, volunteers, and other individuals who may come into contact with a pupil on school grounds, except those whose functions do not necessitate frequent or prolonged contact with pupils (California Health & Safety Code §§ 121525 & 121545), provide verification of having been tested for tuberculosis and that the individual is free of tuberculosis, as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee or volunteer file.

CONTRACTOR agrees to notify all regular and substitute employees, subcontractors, volunteers, and other individuals who may come into contact with a pupil on school grounds, except those whose functions do not necessitate frequent or prolonged contact with pupils, about universal health care precautions regarding infection control measures related to blood or bodily fluids when providing medical treatment or assistance to a pupil. CONTRACTOR further agrees to provide training regarding universal health care precautions as required by law, and to post required notices in areas designated in the California Health and Safety Code.

43. BEHAVIOR MANAGEMENT

CONTRACTOR shall provide a written description of the school's behavior management system and incident reporting procedures. CONTRACTOR shall designate one or more individuals employed, contracted and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of California Code of Regulations § 3001(f). CONTRACTOR shall ensure that all staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. The CONTRACTOR is responsible for adhering to the general positive behavioral interventions and SELPA training procedures set forth in California Education Code §§ 56520-56524 and California Code of Regulations Title 5, §§ 3001 and 3052. This includes data collection for behavioral issues, conducting Functional Behavior Assessment or Functional Analysis Assessment, and formulating Positive Behavior Intervention Plans.

44. PUPIL RETURN TO DISTRICT

When an IEP/IFSP team has determined that a pupil should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP/IFSP team's recommended activities to support the transition of LEA pupils from the special education program. These provisions shall also apply to mediated agreements and OAH decisions.

Payment for services during a pupil's transition into the public school setting may be pro-rated in accordance with section 56 of this Master Contract.

45. SURROGATE PARENTS

CONTRACTOR agrees to notify the LEA and the LEA's SELPA within seven (7) school days when the CONTRACTOR becomes aware of the need for the appointment of a surrogate parent for a LEA pupil enrolled in CONTRACTOR's educational program. A surrogate parent is necessary when the parent of the pupil cannot be identified or located, the court has limited the parents' education rights to represent his/her child and/or the child is a dependent or ward of the court and the court has limited the parents' education rights and the child has no court-appointed responsible adult. CONTRACTOR agrees that the SELPA and authorized representatives will select, appoint and train said surrogate. A surrogate parent must have no interests that conflict with the interests of the child, have knowledge and skills that ensure adequate representation of the child, and may not be an employee of a public or private agency involved in the education and/or care of the child. The surrogate parent will sign an affidavit stating that no such conflict of interest exists and this affidavit will be kept on file by the SELPA.

IV. PERSONNEL

46. FINGERPRINT CLEARANCE

CONTRACTOR shall require each applicant for employment, and any subcontractor or volunteer in a position requiring contact with minor pupils to submit fingerprints consistent with California Education Code §§ 33192, 35021.1, 35021.2, and 44237. CONTRACTOR shall comply with the requirements of Education Code § 45125.1 including, but not limited to: obtaining California Department of Justice ("CDOJ") clearance for CONTRACTOR's employees; prohibiting its employees from coming in contact with pupils until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the LEA that none of its employees who may come in

contact with pupils have been convicted of or pleaded nolo contendre to a felony, unless that individual's employment is authorized under the California Education Code. Nor will any person be employed who has been convicted of or entered a plea of nolo contendre to charges of any sex offense as defined in Education Code § 44011, or to a felony that would disqualify that person from employment pursuant to Education Code § 44237.

47. CREDENTIALS AND LICENSES

a. CONTRACTOR shall provide appropriately credentialed teachers or licensed personnel consistent with Title 5 of the California Code of Regulations and the California Education Code requirements to provide services(s) to pupils under this Master Contract, unless the California State School Board has granted a written waiver. CONTRACTOR shall employ, contract, and/or otherwise hire individuals who are adequately trained and have sufficient experience, according to prevailing professional standards, to provide those services for which the individual is contracted. Individuals employed, contracted, and/or otherwise hired by CONTRACTOR shall be licensed, credentialed, and/or otherwise qualified as specified in applicable California law. If CONTRACTOR has non-certificated employees and/or volunteers who supervise, direct or coach a LEA pupil activity, CONTRACTOR shall ensure compliance with the Activity Supervisor Clearance Certificate (ASCC) in accordance with Education Code § 49024 and as required by the California Commission on Teacher Credentialing.

b. CONTRACTOR shall be responsible for verification of, credentials and licenses held by its employees, agents and subcontractors. Education credentials shall be on file at the office of the County Superintendent of Schools. Before the start of the school year, CONTRACTOR shall submit to LEA a staff list, and copies of all current credentials, licenses, permits and/or other documents that entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR.

c. No later than forty-five (45) calendar days after any credentialed/licensed personnel change, CONTRACTOR shall provide copies to LEA and CDE of any changes in licenses or credentials, in accordance with Title 5, Section 3062.

d. The above provisions of this section, shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to its requirements.

48. TEACHER ABSENCE

When a classroom teacher is absent, CONTRACTOR shall employ a substitute teacher or provide coverage by an appropriately qualified and credentialed staff person to provide instruction and fulfill other duties of the absent teacher. Upon written or oral request, CONTRACTOR shall provide to LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

49. MANDATED REPORTING

CONTRACTOR assures LEA that all staff members, including volunteers, have been informed of their obligations are under the Child Abuse and Neglect Reporting Act, California Penal Code § 11164 et seq., and if applicable, their dependent adult reporting obligations under California law, including but not limited to California Penal Code § 11166. CONTRACTOR agrees to provide

training to all employees, within thirty (30) days of employment, regarding mandated reporting of child abuse, and (if applicable) dependent adults. CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the Child Abuse and Neglect Reporting Act as set forth in California Penal Code § 11166.5, to the effect that he or she has knowledge of the provisions of California Penal Code § 11166 (reporting duty and time) and will comply with those provisions.

When filing a suspected child abuse report under the Child Abuse Reporting laws, CONTRACTOR shall include in the report the name, telephone number and address of the LEA. When CONTRACTOR is aware of an allegation of staff abuse of a pupil, CONTRACTOR shall conduct an appropriate investigation and take other action, if appropriate, based on the particular facts known to CONTRACTOR at the time. CONTRACTOR shall adopt internal procedures regarding reporting obligations as authorized in California Penal Code § 11166 (g) (1).

CONTRACTOR will notify it's staff of its responsibility to report to parents and local law enforcement, as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with Education Code § 49370.

If an employee of CONTRACTOR or subcontractor who has a reporting obligation under applicable California law, observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse or neglect of an elder or dependent adult, or if an elder or dependent adult credibly reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, CONTRACTOR shall submit the required report to the appropriate government or law enforcement agency.

50. SEXUAL HARASSMENT

CONTRACTOR shall have a sexual harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment, and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to annually provide a copy of the sexual harassment policy to all employees, along with information regarding the laws concerning sexual harassment and related procedures. See Accident/Incident Report Section 32. Furthermore, if CONTRACTOR is subject to the requirements of Government Code section 12950.1, regarding sexual harassment training for supervisors, CONTRACTOR shall comply with these requirements.

V. FINANCIAL SECTION

51. SCHOOL CALENDAR

a. CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed one hundred eighty (180) regular school year days plus up to twenty (20) extended school year days unless otherwise specified in the LEA pupil's IEP/IFSP. In the event LEA provides transportation for LEA pupils to CONTRACTOR's educational program/NPS and is unable to transport LEA pupils due to a furlough day, the LEA's furlough day may be a non-attendance/non-billable day for LEA pupils. Billable days are only those days that are included in CONTRACTOR's submitted and approved school calendar, which is attached hereto or as specified in the ISA for NPS/NPA Services for each pupil, and may not include LEA furlough days in accordance

with the above. Billable days of attendance are those in which instructional minutes meet or exceed those in comparable LEA programs, or as specified in the IEP/IFSP or ISA for NPS services for each pupil, whichever is less as set forth in Education Code § 46307.

b. Educational services shall occur at the NPS school site, unless otherwise specified by the pupils' IEP/IFSP.

c. LEA observes legal holidays including, but not limited to, the following: Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, and Memorial Day, as specified in the LEA's school calendar.

52. ABSENCES - NONPUBLIC SCHOOL

When a pupil is absent for five (5) consecutive days, CONTRACTOR shall notify LEA of such absence in writing within five (5) school days, unless a written time extension is granted by an LEA representative. CONTRACTOR will maintain written records regarding all LEA pupil absences.

53. ATTENDANCE RECORDS

a. CONTRACTOR shall keep records of each pupil's daily attendance in a register, report or record, with the pupil's absences clearly identified. These records shall be used to report the attendance of pupils as set forth in California Education Code § 56366 (a) (7). CONTRACTOR shall also keep a register, report, or record identifying all related services provided to a pupil, which will be signed by the related service provider verifying that the services were provided as indicated on the register, report or record. CONTRACTOR shall provide copies of the signed daily attendance records and related services registers with the monthly invoices submitted to the LEA for payment.

b. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for auditing attendance reporting.

54. MAINTENANCE OF RECORDS

Any of the following records that exist shall be maintained by CONTRACTOR for at least five years from the date of origination, or as long as otherwise required by law (Title 5 CCR 3061): registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; non-exempt staff time sheets; non-paid volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; cash receipts and disbursement records; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and cancelled checks.

55. INSTRUCTIONAL DAY

Over ten (10) consecutive school days, the average minimum total number of instructional minutes per school day provided by CONTRACTOR shall be equivalent to the number of instructional minutes established for LEA schools unless otherwise specified within the pupil's IEP/IFSP or ISA, whichever is less as set forth in Education Code Section § 46307. For Pre-K through grade twelve (12), unless otherwise specified on the pupil's IEP/IFSP, the number of instructional minutes provided to LEA pupils shall be as follows excluding recess, lunch, and passing time: one hundred eighty (180) instructional minutes for pre-kindergarten pupils, two hundred (200) instructional minutes for kindergarten pupils, three hundred ten (310) instructional minutes for pupils in grades one (1) through six (6), and three hundred fourteen (314) instructional minutes for pupils in grades seven (7) through twelve (12). The total number of annual instructional minutes shall meet or exceed those in comparable LEA programs or as specified in the IEP/IFSP or ISA for each pupil, which ever is less as set forth in Education Code § 46307.

56. PAYMENT UNIT

A unit of service for payment purposes is one (1) day of attendance or apportionment absence as defined in California Education Code § 46010. LEA shall not be responsible for payment of services for days on which a pupil's attendance or absence does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per diem rates for pupils whose IEP/IFSP authorize less than full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day serviced, if mutually agreed upon in writing.

CONTRACTOR shall notify LEA when Medi-Cal is billed for education related expenses.

57. RATE SCHEDULE

Education service(s) and/or related services offered by CONTRACTOR in accordance with the IEP/IFSP and the charges for such service(s) during the term of this Master Contract shall be as follows:

A. Nonpublic School Only	Rate	Period (specify)
Basic Education Program	$ 172.00	per Day
B. Designated Instruction and Services	**Rate**	**Basis* (specify)**
(1) Adapted Physical Education	$_____	per ___ Minutes
(2) Counseling/Group	$_____	per ___ Minutes
(3) Counseling/Individual	$_____	per ___ Minutes
(4) Language/Speech Therapy/Group		
• SLP	$_____	per ___ Minutes
• SLPA	$_____	per ___ Minutes
(5) Language/Speech Therapy/Individual		
• SLP	$_____	per ___ Minutes
• SLPA	$_____	per ___ Minutes
(6) Occupational Therapy		

• Occupational Therapist (OT)	$_____	per ___ Minutes
• COTA	$_____	per ___ Minutes
(7) Physical Therapy	$_____	per ___ Minutes
(8) Transportation – Bus Roundtrip/One Way (specify)	$_____	per Day
(9) Transportation – Other, specify:	$_____	per _____
(10) Behavior Intervention/Implementation (Tutor)	$_____	per ___ Minutes
(11) Behavior Intervention/Development (Supervision)	$_____	per ___ Minutes
(12) Other, specify:	$_____	per _____
(13) Other, specify:	$_____	per _____
(14) Other, specify:	$_____	per _____
(15) Other, specify:	$_____	per _____
(16) Other, specify:	$_____	per _____

C. Other Services	Rate	Period Basis* (specify)
(1) One-on-One Aide	$_____	per Day Hour
(2) Assessments/Testing/Evaluations	$_____	per _____

* Basis of rate, such as: per # of Minutes, per Session, per Clinical Hour, per Day, per Hour, Flat Rate.

58. PAYMENT DEMAND

CONTRACTOR shall submit written invoices for payment on a monthly basis. CONTRACTOR shall submit said invoice for payment for services rendered via U.S. mail, other delivery service, or in person, no later than thirty (30) days after the end of the attendance accounting period in which said services are actually rendered. The LEA is not required to accept invoices that are submitted more than six (6) months after the expiration of this Master Contract. Proof of receipt may be established by return receipt requested through the mail, by proof of personal delivery, or any other reliable means. CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (i.e., roll books for the basic education program and service logs and notes for each related service) shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported attendance which is the basis of services being billed for payment and shall inform service providers of their personal responsibility for the services being reported as rendered.

Upon approval of said payment demand, LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount, as well as all related services at the agreed upon rates. Payment shall be made within forty-five (45) days of receipt by LEA of invoices properly submitted and approved by LEA. If no notice of withholding is provided to CONTRACTOR within ten (10) business days of receipt of an invoice, the LEA shall not withhold any payment. If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of invoice as indicated by proof of receipt, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

CONTRACTOR shall submit rebilling invoices, via U.S. mail, other delivery service, or in person, no later than thirty (30) calendar days after the date deficiencies are corrected by the CONTRACTOR. If no notice of withholding is provided to CONTRACTOR within ten (10) business days of receipt of a rebilled invoice, the LEA shall not withhold any payment. If the rebilled payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice as indicated by proof of receipt, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

The LEA is not responsible for the costs associated with NPS placements until the date on which an IEP/IFSP meeting is convened pursuant to law during which the IEP/IFSP team determines that a NPS placement is appropriate, and the IEP/IFSP is signed by all necessary parties, including the SELPA/LEA pupil's parent or another adult with educational decision-making rights.

59. RIGHT TO WITHHOLD

LEA has the right to withhold payment to CONTRACTOR, when LEA has reliable evidence described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) CONTRACTOR has not performed a service identified in the invoice; (B) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review or audit of its program, work, or records; (C) education and/or related services is provided to LEA pupils by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (D) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (E) CONTRACTOR has failed to provide to LEA all documents concerning one or more LEA pupils enrolled in CONTRACTOR's educational program within seven (7) days after school closure; (F) CONTRACTOR fails to notify LEA of a change of pupil's residence to a residence outside of LEA's attendance areas, within three (3) school days of when CONTRACTOR becomes aware of said change; (G) Educational funds received by CONTRACTOR from the LEA for the educational costs of pupils it has placed in the NPS were not used solely for those purposes but rather for the costs of a residential program.

If the basis for the withholding is subsection B and/or E of this section, the LEA may only withhold the proportionate amount of the bill related to that pupil or service for whom or which documents were not provided in accordance with this Master Contract, and may only withhold the amount until the documents are provided. If the basis for the withholding is subsection A, and/or D, LEA may only withhold the value of the service CONTRACTOR failed to perform or the amount of the overpayment. If the basis for the withholding is subsection C, LEA may only withhold payment for services provided by the individual for the period of time the individual was not properly licensed, credentialed, or otherwise qualified to provide that service. If the basis for the withholding is subsection F of this section, LEA may only withhold payment for service provided to a specific pupil three (3) days after CONTRACTOR becomes aware that the pupil moved to a residence outside of the LEA attendance area and failed to notify the LEA of this change in residence. If the basis for the withholding is subsection G, the LEA may only withhold the proportionate amount of the bill related to the funds received and used for purposes prohibited by subsection G.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA

is withholding payment to CONTRACTOR. Such notice shall specify the basis for LEA withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA withholding payment. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend Contractor's time to respond by an additional thirty (30) days.

60. INSPECTION AND AUDIT OF FINANCIAL RECORDS

Upon request of LEA which shall include the reason for the request of records, and except as otherwise provided by law, CONTRACTOR shall provide LEA, a state agency, a federal agency, and/or an independent agency/firm contracted by LEA, access to the following record within ten business (10) days, except as otherwise provided by state and federal law: registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, dates of hire, and dates of termination; staff time sheets; non-paid volunteer sign-in sheets; verification of staff training, transportation and other related services subcontracts; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; bank statements and cancelled checks. CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by LEA, a state agency, a federal agency, and/or independent agency/firm in a reasonable and timely manner. CONTRACTOR shall maintain cost data to verify the annual operating budget for providing special education and related services to LEA, which shall be made available for the relevant Master Contract period being audited. Fiscal records shall be maintained by CONTRACTOR for five (5) years after their origination and shall be available for audit.

61. AUDIT EXCEPTIONS

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions related to its educational program and identified by auditors hired by LEA or by appropriate state or federal audit agencies occurring because of CONTRACTOR's performance of this Master Contract.

If an inspection, review, or audit by LEA, CONTRACTOR, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR or LEA owes the other party monies as a result of over billing, under payment, or failure to perform, in whole or in part, any of its obligations under this Master Contract, the party owed money shall provide to the other party written notice demanding payment and specifying the basis or bases for such demand. In the event that the party from whom payment is demanded disputes that any payment is owed, the matter shall be resolved in accordance with the Dispute Resolution section in section 9 of this Master Contract.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives.

CONTRACTOR	LEA
Mardan School	Capistrano Unified School District
Print Name of Nonpublic, Nonsectarian School	Print Name of LEA
Contracting Officer's Signature	Authorized Representative's Signature
Terri L. Gero, Director of Finance	Ronald N. Lebs, Deputy Superintendent, Business & Support Services
Print Name and Title	Print Name and Title
Date	Date

APPROVED BY THE LOCAL EDUCATION AGENCY GOVERNING BOARD ON:

_____

MARDAN SCHOOL

2011 - 12 School Calendar

Date	***Weekday***	***Event***
September 5, 2011	Monday	Labor Day (Holiday)
September 6, 2011	Tuesday	Students' first day of school
September 28, 2011	Wednesday	Minimum day – teacher in service (12:45 dismissal)
October 5, 2011	Wednesday	Back to school night (regular dismissal)
October 31, 2011	Monday	Teacher in-service day (no school for students)
November 11, 2011	Friday	Veterans Day (Holiday)
November 23, 2011	Wednesday	Minimum day–teacher in service (12:45 dismissal)
November 24, 25, 2011	Thursday, Friday	Thanksgiving recess (Holiday)
December 19 – 30, 2011	Monday - Friday	Winter recess
January 2, 2012	Monday	Pupils return to school after winter recess
January 16, 2012	Monday	Martin Luther King Day (Holiday)
January 27, 2012	Friday	First semester ends
January 30, 2012	Monday	Teacher in-service day (no school for students)
February 2, 3, 2012	Thursday, Friday	Parent conferences (12:45 dismissal)
February 20 21 2012	Monday, Tuesday	Washington-Lincoln Presidential recess
March 21, 2012	Wednesday	Minimum day – teacher in service (12:45 dismissal)
April 9 - 13, 2012	Monday - Friday	Spring recess
April 16, 2012	Monday	Pupils return to school after spring recess
May 28, 2012	Monday	Memorial Day (Holiday)
June 14, 2012	Thursday	Evening Talent Show and Awards Night
June 15, 2012	Friday	Last Day of regular school year (graduation)-12:45 dismissal
June 15, 2012	Friday	Second semester ends
June 18 - 22, 2012	Monday – Friday	June recess

Summer Session

June 25, 2012	Monday	Summer Session begins
July 4, 2012	Wednesday	Independence Day observance (Holiday)
July 31, 2012	Tuesday	Last day of Summer Session (K-12)
August 24, 2012	Friday	Last day of preschool

Number of School Days Mardan will be in Session

School Month	***Days of Instruction***	***Holidays/Full Day In Service***
September	19	1
October	20	1
November	20	3
December	12	10
January	20	2
February	19	2
March	21	1
April	16	5
May	22	1
June	11	0
Total School Days (Regular)	180	26

Summer Session 2011 (portion in 11-12 Master Contract) July 1, 2011 – July 29, 2011..... Total of 20 Days
Summer Session 2012, June 23 – July 30, 2012..... Total of 26 Days
Summer Session 2012 (portion in 11 -12 Master Contract), June 25, 2012 – June 29, 2012..... 5 Days
Summer Session 2012 (portion in 12 -13 Master Contract), July 1, 2012 – July 31, 2012..... 21 Days

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2011 - 2012

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2011-2012

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2011-2012

CONTRACT NUMBER:
77-76422-6130983

LEA: CAPISTRANO UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Chileda

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. **MASTER CONTRACT**

This Master Contract is entered into this 1st day of July, 2011, between the Capistrano Unified School District (hereinafter referred to as "LEA") and Chileda (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a LEA student, an Individual Services Agreement (hereinafter referred to as "ISA") will be completed. Unless otherwise agreed in writing, this form shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

2. CERTIFICATION

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all LEA policies unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply. The provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2011 to June 30, 2012 (Title 5 California Code of Regulations section 3062(a)). Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2012. (Title 5 California Code of Regulations section 3062(d)). Re-negotiation of rate schedule for related services for subsequent contract year are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2012.

5. **INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes the LEA Procedures and each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments for education and services will continue at the prior contract year rate, and CONTRACTOR shall be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA until such time as the new Master Contract is signed and returned to LEA by CONTRACTOR. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

6. **INDIVIDUAL SERVICES AGREEMENT**

This contract shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)).

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational

placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies.

b. The term "credential" means a valid credential, life diploma, permit, or document in special education or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).

c. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed or approved college or university, as authorized by state laws or regulations.

d. The term "license" means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

e. The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.

f. The term "days" means calendar days unless otherwise specified.

g. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

h. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

i. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to:

Name: Special Education Director
District: Capistrano Unified School District
Address: 33122 Valle Rd
City, State Zip: San Juan Capistrano CA 92675
Phone: (949) 234-9270

Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b); cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through additional instructional assistants, behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social

security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log need record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward LEA student records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in Orange County, California.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract may be terminated for cause. The cause shall not be the availability of a public program initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall procure and maintain for the duration of the Master Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Master Contract by CONTRACTOR, its agents, representatives, or employees.

A. Insurance coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

3. Professional Liability Insurance and Employer's Liability Insurance with limits of $1,000,000/$1,000,000/$1,000,000.

4. Workers' Compensation Insurance as required by the state in which services are performed with limits of 1,000,000/$1,000,000/$1,000,000. If CONTRACTOR fails to procure Workers' Compensation insurance, CONTRACTOR shall submit a sworn affidavit to LEA describing the reasons CONTRACTOR failed to obtain workers compensation insurance.

B. CONTRACTOR shall maintain limits of insurance no less than:

1. Commercial General Liability: $1,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit ($2,000,000).

2. Automobile Liability: $1,000,000 combined single limit.

3. Professional Liability/ errors and omissions coverages, including sexual molestation and abuse: $1,000,000 per occurrence/ $1,000,000 aggregate.

4. Workers' Compensation with limits as required by state in which services were performed.

For all insurance coverages procured by CONTRACTOR, the following terms apply:

C. Any deductibles or self-insured retentions above $25,000 must be declared to and approved by the LEA in writing. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions as respects to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. The general liability, automobile liability policies, and professional liability policies are to contain, or be endorsed to contain, the following provisions:

1. The LEA, its subsidiaries, officials and employees are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the LEA, its subsidiaries, officials and employees.

2. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LEA.

E. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the LEA in writing.

F. The CONTRACTOR shall furnish the LEA with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements meeting requirements of above conditions are to be received and approved by the LEA before work commences. As an alternative to the LEA's forms, the CONTRACTOR's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate.

If LEA or CONTRACTOR determines that change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements effecting coverage required by Section 15 and a declarations page for each policy. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in section 45 Clearance Requirements and section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or

may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

20. **NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. **FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA

students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA Procedures.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to the following educational materials, services, and programs to the extent available at the LEA School District in which CONTRACTOR is located: (a) standards-based, core curriculum and the same instructional materials used by LEA; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with

LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult care giver during the delivery of services. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

23. **INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP, the number of instructional minutes, excluding recess, lunch, and passing time, shall be at least:

310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.
314 instructional minutes for LEA students in grades six through twelve inclusive.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade level unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. **CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1

teacher to fourteen (14) students when necessary to provide services to students with disabilities.

When CONTRACTOR is a nonpublic school, CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

25. CALENDARS

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and/or required by the IEP for each student. Unless otherwise specified by the students' IEP, educational services shall occur at the school site.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP and ISA. It is understood that services may not be provided on weekends, holidays and other times when school is not in session.

26. DATA REPORTING

CONTRACTOR shall agree to provide all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and sections of this contract and requested by and in the format required by the LEA.

The LEA shall provide the CONTRACTORS with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTORS provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINIATION

Where CONTRACTOR is a NPS, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a NPS, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by LEA pursuant to LEA, state and federal guidelines.

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS.

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Records of such training shall be made available to LEA upon request. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-up time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations and LEA policies and procedures regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed

with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards pursuant to LEA policy and the requirements specified in the LEA Procedures. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business shall be submitted to the LEA and the LEA student's parent(s).

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. The CONTRACTOR shall provide sufficient copies of their reports, documents and projected goals necessary to share with members of the IEP team (5) five business days prior to IEP meeting. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours must be in direct service to the student.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive, and submit them on LEA approved forms to the LEA student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA of the LEA student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If the LEA student's change of residence is to a residence outside of LEA's service boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence, if CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, to the LEA when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit within five (5) days.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORs operating programs with residential components shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the

procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to a Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall be invited to participate in the review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

If CONTRACTOR is also a LCI, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in the Special Education Self Review and/or District Validation Review. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract

compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Assessment Checklist submitted as specified in the LEA.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare a School Accountability Report Card in accordance with California Education Code Section 33126.

PERSONNEL

45. **CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, or contractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. **STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. **VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing on forms provided by the LEA and CDE within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in the LEA Procedures.

CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall provide to LEA updated information regarding the status of licenses, credentials, permits and/or other documents as specified in LEA Procedures.

48. **STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the

services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

In order to provide a smooth transition for the student, the CONTRACTOR will notify the LEA of any change in assignment of tutors and/or supervisors no les than fourteen (14) days prior to the change of assignment.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such

medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. **INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. **CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et *seq.,* To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. **SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

55. **REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the LEA Procedures and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by section 56; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received prior to school closure or contract termination, all

documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) or (f): the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (g): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

59. **PAYMENT FOR ABSENCES**

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a LEA students unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing

the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event of Provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

60. **INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; medi-cal/daily service logs and notes and other documents used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

61. **Rate Schedule.**

The attached rate schedule (62) limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

62. Chileda
NONPUBLIC SCHOOL

77-76422-6130983
CONTRACTOR NUMBER

2011-2012
CONTRACT YEAR

Per CDE Certification, total enrollment may not exceed 9 classrooms

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

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

	Rate	Period
A. Basic Education Program/Special Education Instruction	$132.36	day
Room & Board	$209.00	day

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation-Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of ____	_____	_____
	c. Adapted Physical Education – Group of ____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech - Consultation Rate	_____	_____
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	
	e. Occupational Therapy - Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____

(9) a. Behavior Intervention – BII
b. Behavior Intervention – BID
Provided by: _____

_____

(10) Nursing Services

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2011 and terminates at 5:00 P.M. on June 30, 2012, unless sooner terminated as provided herein.

CONTRACTOR,

Chileda
Nonpublic School

By: _____
Signature Date
Amy Whitsett, Contract Administrator

Name and Title of Authorized Representative

Capistrano Unified School District

By: _____
Date
Ronald N. Lebs, Deputy Superintendent, Business & Support Services

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Amy Whitsett
Name
Chileda
Nonpublic School Provider

1825 Victory St.
Address
La Crosee WI 54601
City State Zip
608-782-6480 x228
Phone

CONTRACTOR'S NAME: Tricia Krantz **CONTRACT No.** I1112028

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Tricia Krantz 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:** Counseling services for the CUSD Family Resource Centers.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on July 1, 2011, and will diligently perform as required and complete performance by June 30, 2012.

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: None.

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 DISTRI CT 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:

Tricia Krantz
18 Country Walk Dr.
Aliso Viejo, CA 92656

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

21. Attorney Fees/Costs: Should litigation be necessary to enforce any terms or provisions of 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 Fee Schedule

b. Exhibit B None

c. Exhibit C None

THIS AGREEMENT IS ENTERED INTO THIS 30th DAY OF June, 2011.

Capistrano Unified School District
Name of District

By: _____

Terry Fluent
Typed Name

Director, Purchasing
Title

June 29, 2011
Board Approval Date

Initials/Date _____

Tricia Krantz
Contractor Name

Signature: _____

Tricia Krantz
Typed or Printed Name

_____
Title

_____
Taxpayer Identification Number

Tricia Krantz, MFT

18 Country Walk Dr.

Aliso Viejo, CA 92656

949-521-2898

tricia.krantz@gmail.com

FEE SCHEDULE

Counseling Services at the CUSD Family Resource Center

Hourly Fee: $60.00

Signature: Tricia Krantz Date: 5-19-11

Tricia Krantz

Exhibit A

CONTRACTOR'S NAME: Brenda Crary **CONTRACT No.** I1112026

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Brenda Crary 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:** Counseling services at the CUSD Family Resource Centers.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on July 1, 2011, and will diligently perform as required and complete performance by June 30, 2012.

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: None.

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 DISTRI CT 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:

Brenda Crary
33 Camino Azulejo
San Clemente, CA 92673

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

21. Attorney Fees/Costs: Should litigation be necessary to enforce any terms or provisions of 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 Fee Schedule

b. Exhibit B None

c. Exhibit C None

THIS AGREEMENT IS ENTERED INTO THIS 30th DAY OF June, 2011.

Capistrano Unified School District
Name of District

By: _____

Terry Fluent
Typed Name

Director, Purchasing
Title

June 29, 2011
Board Approval Date

Initials/Date _____

Brenda Crary
Contractor Name

Signature: _____

Brenda Crary
Typed or Printed Name

_____
Title

_____
Taxpayer Identification Number

Brenda Crary, MFT
Licensed Marriage and Family Therapist, MFT #39759
949.939.4701

FEE SCHEDULE

Consultant:
Brenda Crary
33 Camino Azulejo
San Clemente, CA 92673
949.939.4701
brendacrary@cox.net

Description of services:
Counseling services for district-referred families at the Capistrano Unified School District Family Resource Center. Consultant shall provide 4 classes for adults and 4 classes for children, participate in monthly partner/case management meetings, and provide Executive Director, State and Federal Programs, with monthly activity sheet.

Term of contract: 7/1/11-6/30/12

Hourly rate: $60.00 per hour paid for service satisfactorily rendered

Brenda Crary
Brenda Crary, MFT

5-17-11
Date

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Irma Garcia 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:** Counseling services for the CUSD Family Resource Centers.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on July 1, 2011, and will diligently perform as required and complete performance by June 30, 2012.

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: None.

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 DISTRI CT 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:

Irma Garcia
403 Calle Nina
San Clemente, CA 92672

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

21. Attorney Fees/Costs: Should litigation be necessary to enforce any terms or provisions of 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 Fee Schedule

b. Exhibit B None

c. Exhibit C None

THIS AGREEMENT IS ENTERED INTO THIS 30th DAY OF June, 2011.

Capistrano Unified School District
Name of District

By: _____

Terry Fluent
Typed Name

Director, Purchasing
Title

June 29, 2011
Board Approval Date

Initials/Date _____

Irma Garcia
Contractor Name

Signature: _____

Irma Garcia
Typed or Printed Name

_____
Title

_____
Taxpayer Identification Number

7

Irma R. García, LCSW
403 Calle Nina
San Clemente, CA 92672
949-492-8263
scirma@aol.com

FEE SCHEDULE

Full Legal Name: Irma Ramírez García
Address: 403 Calle Nina, San Clemente, CA 92672
Phone Number: 949-492-8263
Email Address: scirma@aol.com

Description of Services to be Provided by Consultant:

1. Serve as a Bilingual Counselor at the CUSD Family Resource Center.

2. Provide a weekly one-hour to one-and-a-half hour mental health workshop/support group in San Juan Capistrano for the Learning Link Program, on topics such as, but not limited to Healthy Relationships, Effective Discipline, Cultural Issues Affecting Families, Women's Self-Esteem, Stress Management, and Anger Management.

3. Provide 50-minute individual or family counseling sessions for no less than 25 families with a maximum of 12 sessions each.

4. Conduct four 6-week parent education groups on topics such as, but not limited to Communication Skills for Families, Stress Management, Problem Solving Skills, Limit-Setting, Anger Management, and Discipline.

5. Participate, if time permits, in CUSD-FRC and community outreach events such as but not limited to the San Clemente Jamboree Fair, Education Fair, and CUSD-FRC Holiday event.

6. Provide information and referral/case management services for 60 cases per year.

7. Attend monthly CUSD FRC staff and partner meetings.

8. Provide Executive Director, State and Federal Programs with a monthly activity sheet indicating the services provided to district families.

Term of Contract: July 1, 2011 – June 30, 2012
Hourly Rate: $60.00

Irma R García, LCSW
Irma R. García, LCSW

05/18/11
Date

CONTRACTOR'S NAME: Dennis I. Saller **CONTRACT No.** I1112024

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Dennis I. Saller 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:** Psychological educational assessments of CUSD students as requested by District.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on May 27, 2011, and will diligently perform as required and complete performance by June 30, 2012.

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: None.

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 DISTRI CT 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:

Dennis I. Saller
9321 Oasis Ave
Westminster, CA 92653

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

21. Attorney Fees/Costs: Should litigation be necessary to enforce any terms or provisions of 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 Fee Schedule

b. Exhibit B Scope of Practice

c. Exhibit C None

THIS AGREEMENT IS ENTERED INTO THIS 30th DAY OF June, 2011.

Capistrano Unified School District
Name of District

By: _____

Terry Fluent
Typed Name

Director, Purchasing
Title

June 29, 2011
Board Approval Date

Initials/Date bh- 6/1/11

Dennis I. Saller
Contractor Name

Signature: _____

Dennis I. Saller
Typed or Printed Name

_____
Title

_____
Taxpayer Identification Number

EXHIBIT A

Fee Schedule

Dennis I. Saller, LEP
CA Licensed Educational Psychologist (Lic#3219)
9321 Oasis Ave.
Westminster, CA 92683
(714)343-2900
Email: schoolp3@gmail.com
Web: WWW.edpact.com

Office: Orange Coast Psychiatric Associates
27401 Los Altos, Suite 275
Mission Viejo, CA 92691

Independent Educational Evaluation (IEE) for comprehensive evaluation including testing time, scoring, analysis, classroom observations, teacher, student and parent interviews, gathering and review of records and written report preparation will be billed at a rate of $175.00 per hour and will not exceed $2,800.00 per evaluation.

If approved by District one-hour consultation with parent(s) and district personnel to present and discuss test findings, at an additional rate of $150.00 per hour, not to exceed two hours per evaluation, the consultation costs will be applied to the total costs of the evaluation.

Extraneous costs for additional classroom observations and testing, phone consultations, school meetings, in-service training, and expert witness testimony in legal proceedings will be billed over and above the cost of the evaluation. These additional charges would only be billed upon the receipt of prior written approval from the district.

By:_____ Date:_____

Exhibit B

Scope of Practice

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.

By:_____ Date:_____

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

GOLD STAR FOODS

Bid No. 1011-05 – Frozen Food Products called for an original contract period of July 1, 2010 through June 30, 2011, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 months as allowed by the California Education Code 17596.

The contract with Gold Star Foods pursuant to Bid No. 1011-05, shall be extended an additional 12 months for the period July 1, 2011 through June 30, 2012, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on June 29, 2011.

Except as set forth in this Extension Agreement, and Board approved on April 13, 2010, all other terms of the contract remain in full force and effect.

DISTRICT	CONTRACTOR
Capistrano Unified School District	**Gold Star Foods**
By:_____ Signature	By:_____ Signature
Terry Fluent	_____ Print Name
Director, Purchasing	_____ Title
Date:_____	Date:_____

Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675 Telephone (949) 234-9441/FAX 493-4083

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JOSEPH M. FARLEY, Ed. D.

April 20, 2011

Gold Star Foods
Sean Leer, Vice President, Sales
2652 Long Beach Ave.
Los Angeles, CA 90058-1300

Subject: **Bid No. 1011-05 – Frozen Food Products**

Dear Mr. Leer:

Your current contract for Frozen Food Products with the Capistrano Unified School District, as referenced above, will expire on June 30, 2011.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2011 through June 30, 2012. A copy of your current contract pricing is enclosed for your review. Please provide your proposed pricing on the enclosed form. **Should your company wish to extend your contract for an additional 12-month period, a letter stating your desire to extend and your proposed pricing on the enclosed form must be received in our office by Friday, June 3, 2011.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9505.

Sincerely,

Debbie Henningsen
Buyer, Purchasing Department

enc.
c: Dawn Davey, Director, Food and Nutrition Services

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GOLD STAR FOODS

May 27, 2011

Capistrano Unfied School District
Debbie Henningsen, Buyer
33122 Valle Road
San Juan Capistrano, CA 92675

Re: Renewal of Bid No. 1011-05 Frozen Food Products

Gold Star Foods was awarded the contract for Frozen Foods to the Capistrano Unified School District in accordance with your Bid #1011-05. The term of that original contract was July 1, 2010 through June 30, 2011. This bid may be extended for up to two (2) additional one-year periods under the same terms and conditions.

Gold Star Foods would like to offer to renew our contract for a second year and extend our pricing through June 30, 2012 in accordance with the terms and conditions. Please carefully review the attached price contract. If you see anything that does not look correct, please feel free to contact Sean Leer or myself.

Thank you,

Tiffany Riad
Financial Analyst/Bid Specialist

P.O. Box 58105, Vernon, CA 90058-0105 • 2652 Long Beach Ave., Los Angeles, CA 90058-1300
(323) 846-8400 • FAX (323) 846-1997
www.goldstarfoods.com

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

CAPISTRANO UNIFIED SCHOOL DISTRICT
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2011-JUNE 30, 2012

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Pricing for 2010-2011	Proposed Pricing for 2011-2012
1	Bagel, Plain Bulk	72/3oz	Burry	100576	Dot 87014	2,015	$15.350	19.04
2	Bagel, Whole Wheat White IW	72/2.3 oz	Tony Roberts	102558	19232	247	$21.340	21.34
3	Bagel-fuls, Whole Wheat, Strawberry Cream Cheese Filled	76/2.5 oz	Kraft	101308	57	100	$38.950	38.95
4	Biscuit, 3" Sliced Buttermilk	100/cs	Bridgeford	100146	6170	120	$24.230	24.23
5	Brownie, Low Fat Individual Wrapped	96/2 oz.	Buena Vista	401770	81210	455	$32.880	32.88
6	Bun, Slider, Whole Wheat	216/1.8 oz	Shannon's		SB-300	100	$25.120	Discontinued by mfg
7	Burrito, Bean & Cheese , Individual Wrapped	36/10 oz	Senor Felix	113261	48100	200	$34.480	34.48

MAY 27 2011

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

CAPISTRANO UNIFIED SCHOOL DISTRICT
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2011-JUNE 30, 2012

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Pricing for 2010-2011	Proposed Pricing for 2011-2012
8	Burrito, Bean & Cheese, Individual Wrapped	60/5.75 oz	Senor Felix	110758	60575	533	$34.090	37.10
9	Burrito Breakfast, Individual Wrapped	96/3.20 oz	Los Cabos	401300	98878	199	$42.950	42.95
10	Burrito, Primo Bean & Cheese Individual Wrapped	64/7 oz	Los Cabos	401278	71670	682	$43.600	43.60
11	Chicken Kung Pao	14 lbs/per cs	Lings	101388	8-52724-1000	331	$29.890	29.89
12	Chicken, Mandarin Popcorn	14 lbs/per cs	Lings	102843	00072-5	151	$30.590	30.59
13	Chicken, Teriyaki	13 lbs/per cs	Lings	113219	8-52724-1000	78	$109.530	109.53
14	Chow Mein W/Sauce	13 lbs/per cs	Lings	101334	00201-9	50	$19.410	19.41

MAY 27 2011

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

CAPISTRANO UNIFIED SCHOOL DISTRICT
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2011-JUNE 30, 2012

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Pricing for 2010-2011	Proposed Pricing for 2011-2012
15	Cookie, Party, Reduced Fat Individual Wrapped	180/1 oz	Buena Vista	100204	72320	56	$30.590	30.59
16	Cookie, Snickerdoodle Dough, Reduced Fat	135/2 oz	Buena Vista	400564	77340	26	$36.850	36.85
17	Cookie, Checkerboard Individual Wrapped	90/2 oz	Buena Vista	400436	70360	900	$30.060	30.06
18	Cookie, Chocolate Chip Individual Wrapped	200 ea/1 oz	Buena Vista	100190	71120	1,571	$33.890	33.89
19	Cookie, Fortune Individual Wrapped	400 ea/cs	Mingh	202204	69984W	50	$23.390	23.39
20	Cookie, Holiday Sugar, Turkey Individual Wrapped	150/1.1 oz	Buena Vista	400580	P-10W	144	$30.740	30.74
21	Cookie, Holiday Sugar, Tree Individual Wrapped	150/1.1 oz	Buena Vista	400590	XP-10W	144	$30.740	30.74

MAY 27 2011

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

CAPISTRANO UNIFIED SCHOOL DISTRICT
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2011-JUNE 30, 2012

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Pricing for 2010-2011	Proposed Pricing for 2011-2012
22	Cookie, Holiday Sugar, Patriotic Star Individually Wrapped	150/1.1 oz	Buena Vista	400474	J-10W	144	$30.740	30.74
23	Cookie, Holiday Sugar, Pumpkin Individual Wrapped	150/1.1 oz	Buena Vista	100200	PK-10W	144	30.74	30.74
24	Cookie, Holiday Sugar, Heart Individual Wrapped	150/1.1 oz	Buena Vista	400584	73820	144	$30.740	30.74
25	Cookie, Holiday Sugar, Shamrock Individual Wrapped	150/1.1 oz	Buena Vista	400570	72920	144	$30.740	30.74
26	Cookie, Polka Dot, Individual Wrapped	90/2 oz	Bunea Vista	400578	72760	900	$33.050	33.05
27	Cookie, Chocolate Chip Dough, Reduced Fat	135/2.5 oz	Buena Vista	400362	75650	3,127	$35.230	37.57
28	Cookie, Chocolate Chip Individual Wrapped	75/2.5 oz	Buena Vista	400364	70680	181	$28.260	28.26

MAY 27 2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2011-JUNE 30, 2012

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Pricing for 2010-2011	Proposed Pricing for 2011-2012
29	Corn Dog, Chicken Individual Wrapped	96/4 oz	Foster Farms	100758	95124	312	$33.660	33.66
30	Corn Dog Individual Wrapped	40/4 oz	Weinersc hnitz	100498	CN12446 WS	95	$15.760	15.76
31	Corn Dog, WG Chicken	72/4 oz	Foster Farms	100762	95150	5	$27.990	27.99
32	Corn, Frozen	20 lbs/per cs	Any Brand	101470	Any Code	75	$14.290	17.67
33	Double Dogs, Chicken Individual Wrapped	50/3.85 oz	Michael B's	101370	60003	757	$35.860	35.86
34	Beans, Green	20 lb/per cs	Any Brand	101464	Any Cod	75	$13.280	16.09
35	Hot Dog, 6-3/4" Extra Lean Beef	20 lb/per cs (8:1)	Hoffy	113381	~~1811SD~~ 1814	50	$53.060	53.06

MAY 27 2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2011-JUNE 30, 2012

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Pricing for 2010-2011	Proposed Pricing for 2011-2012
36	Hot Pocket, Cheese Pizza	96/2.3 oz	Nestle	100362	~~43695~~ 2300	35	$29.520	29.52
37	Hummus, Classic	2/4lb	Tribe	300030	~~3.51E+07~~ 383452	10	$22.940	22.94
38	Lasagna Tray, Cheese	50/8 oz	Michael B's	101396	LZ801	562	$46.320	46.32
39	Loco Bread W/Wraps	144/ 1.8 oz	Father's Table	100812	1189	50	$38.890	38.89
40	Marshmallow Crispy Squares	64/1.2 oz	Super Bakery	102436	9426	250	$20.090	20.09
41	Marshmallow Crispy Squares	50/1.6 oz	Super Bakery	102438	9427	402	$20.300	20.30
42	Muffin, Blueberry Individual Wrapped	~~60/1.8 oz~~ 90/1.8	Dave's	100462	380	635	$15.000	22.50

MAY 27 2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2011-JUNE 30, 2012

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Pricing for 2010-2011	Proposed Pricing for 2011-2012
43	Muffin, Blueberry Individual Wrapped	~~40/3 oz~~ 60/3oz	Dave's	100474	8239	264	$16.840	24.00
44	Muffin, Chocolate Chip, Individual Wrapped	~~60/1.8 oz~~ 90/1.8	Dave's	113262	385	150	$15.000	22.50
45	Muffin, Chocolate Chip Individual Wrapped	~~40/3 oz~~ 60/3oz	Dave's	100470	8235	264	$15.840	24.00
46	Muffin, Double Chocolate Individual Wrapped	~~40/3 oz~~ 60/3oz	Dave's	100478	8495	1188	$15.840	24.00
47	Pancakes, Cinnamon Glazed Individual Wrapped	80/cs	Con Agra	112931	435447-04442	235	$36.090	36.09
48	Pancakes, Mini Splash Maple	72/cs	Pillsbury	101620	31519	191	$34.300	34.30
49	Pancakes, Mini Splash Strawberry	72/cs	Pillsbury	101618	131518	222	$34.300	34.30

MAY 27 2011

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P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

CAPISTRANO UNIFIED SCHOOL DISTRICT
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2011-JUNE 30, 2012

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Pricing for 2010-2011	Proposed Pricing for 2011-2012
50	Potato, Smiles	24 lb/cs	McCain	401246	OIF03456	324	$21.760	21.76
51	Potato, Tator Tots	30 lb/per cs	McCain	401214	OIF00215	324	$16.550	16.55
52	Potato, Triangle Hash Brown	30 lb/per cs	McCain	401204	OIF00049	3,444	$20.000	20.00
53	Potato, Deli Roasters	30 lb/cs	McCain	401254	MCF03927	51	$26.470	26.47
54	Potato, Extreme Gusto Garlic Fry	30 lb/per cs	McCain	401262	MXF269	229	$25.110	25.11
55	Rainbow Trout Treasures	10 lb/ per cs	Clear Springs	100402	8893	257	$17.910	17.91
56	Roast Beef	12 lb/per cs	Charlie's Pride	300200	856577	50	$48.380	48.38

MAY 27 2011

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

CAPISTRANO UNIFIED SCHOOL DISTRICT
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2011-JUNE 30, 2012

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Pricing for 2010-2011	Proposed Pricing for 2011-2012
57	Roll Hoagie, Wheat Mini 4-1/2" Sliced	144/cs	Shannons	102204	SB-800	50	$33.860	33.86
58	Roll, Dinner, Whole Wheat Individual Wrapped	120/1 oz	Shannon's	102184	SB-1355	311	$20.760	20.76
59	Shrimp Poppers	10 lb/per cs	Sea Pak	101902	47020	50	$21.520	21.52
60	Soup, Boston Clam Chowder	3-4lb/per cs	Campbell's	100270	8556	6	$37.670	37.67
61	Soup, French Onion	3-4 lb/per cs	Campbell's	100258	8171	4	$34.720	34.72
62	Soup, Garden Vegetable W/Pasta	3-4 lb/per cs	Campbell's	100246	5058	7	$29.150	29.15
63	Soup, Italian Wedding	3-4 lb/per cs	Campbell's	100276	10428	7	~~$25.840~~ 35.84	35.84

MAY 27 2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2011-JUNE 30, 2012

GOLD STAR FOO
P.O. Box 58105, Vernon, CA 90058-0[illegible]
(323) 846-8400 Fax (323) 846-1997

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Pricing for 2010-2011	Proposed Pricing for 2011-2012
64	Soup, Roast Chicken Noodle	3-4 lb/per cs	Campbell's	100280	11836	18	$34.970	34.97
65	Southwest Scramble Individual Wrapped	60/3.75 oz	Buena Vista	400576	SWS-35W	350	$21.610	24.97
66	Spaghetti With Meatballs Trays Individual Wrapped	40/8.5 oz	Pierre	100408	61085	801	$30.430	30.43
67	Tortillas, 6" Flour	72/2-packs =144 per cs	Romero's	600172	7062	94	$29.790	29.79
68	Veggie Patty, Vegan	72/3.2 oz	Don Lee	100494	10320	2	$50.920	50.92
69	Waffle Golden	144/1.4 oz	Bakery Chef	100066	10369	415	$10.860	10.86
70	Yogurt, Strawberry	48/4 oz	Upstate	300150	11289	402	$12.790	12.79

MAY 27 2011

Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675 Telephone (949) 234-9441/FAX 493-4083

June 16, 2010

BOARD OF TRUSTEES

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INTERIM SUPERINTENDENT

BOBBI MAHLER, Ed. D.

Sean Leer, Vice President Sales
Gold Star Foods, Inc.
P. O. Box 58105
2652 Long Beach Ave.
Los Angeles, CA 90058-1300

SUBJECT: **Award of Bid No. 1011-05 – Frozen Food Products**

Dear Mr. Leer:

At their meeting held on June 15, 2010 the Board of Trustees awarded the above-referenced bid to your company in accordance with the prices contained in your bid proposal.

Enclosed is a fully executed Agreement for your records.

Prior to issuing a purchase order, the Purchasing Department must receive the following required certificates per the bid documents:

- Worker's Compensation Insurance Certificate
- General Liability Insurance Certificate with required coverage naming Capistrano Unified School District as additional insured

If you have any questions please call me at (949) 234-9436.

We look forward to doing business with you.

Sincerely,

Terry Fluent
Director, Purchasing

TF:dh
enc.
c: Dawn Davey, Director Food Services

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P.O. Box 58105, Vernon, CA 90058-0105
(323) 816-8700 Fax (323) 816-1997

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

IV. BID FORM AND AGREEMENT

A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Case Pricing for 2010-2011
1	Bagel, Plain Bulk	72/3oz	Burry		Dot 87014	2,015	15.35
2	Bagel, Whole Wheat White IW	72/2.3 oz	Tony Roberts		19232	247	21.34
3	Bagel-fuls, Whole Wheat, Strawberry Cream Cheese Filled	76/2.5 oz	Kraft		00057	100	38.95
4	Biscuit, 3" Sliced Buttermilk	100/cs	Bridgeford		6170	120	24.23
5	Brownie, Low Fat Individual Wrapped	96/2 oz.	Buena Vista		~~BR-200WTL~~ 81210 New code	455	32.88
6	Bun, Slider, Whole Wheat	216/1.8 oz	Shannon's		SB-300	100	25.12
7	Burrito, Bean & Cheese, Individual Wrapped	36/10 oz	Senor Felix		48100	200	34.48

GOLD STAR FOODS
P.O. Box 53105, Vernon, CA 90053-0105
(323) 846-3400 Fax (323) 846-1997

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Case Pricing for 2010-2011
8	Burrito, Bean & Cheese, Individual Wrapped	60/5.75 oz	Senor Felix		60575	533	34.09
9	Burrito Breakfast, Individual Wrapped	96/3.20 oz	Los Cabos		98878	199	42.95
10	Burrito, Primo Bean & Cheese Individual Wrapped	64/7 oz	Los Cabos		71670	682	43.60
11	Chicken Kung Pao	14 lbs/per cs	Lings		8-52724-1000	331	29.89
12	Chicken, Mandarin Popcorn	14 lbs/per cs	Lings		00072-5	151	30.59
13	Chicken, Teriyaki	13 lbs/per cs	Lings		8-52724-1000	78	109.53
14	Chow Mein W/ Sauce	13 lbs/per cs	Lings		00201-9	50	19.41
15	Cookie, Party, Reduced Fat Individual Wrapped	180/1 oz	Buena Vista		72320	56	30.59
16	Cookie, Snickerdoodle Dough, Reduced Fat	135/2 oz	Buena Vista		~~SN-25RF~~ 77340 New code	26	36.85
17	Cookie, Checkerboard Individual Wrapped	90/2 oz	Buena Vista		70360	900	30.06
18	Cookie, Chocolate Chip Individual Wrapped	200 ea/1 oz	Buena Vista		71120	1,571	33.89
19	Cookie, Fortune Individual Wrapped	400 ea/cs	Mingh		~~69984W~~ 69984W	50	23.39

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1597

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Case Pricing for 2010-2011
20	Cookie, Holiday Sugar, Turkey Individual Wrapped	150/1. 1 oz	Buena Vista		~~P-10W~~ 73720 New Code	144	30.74
21	Cookie, Holiday Sugar, Tree Individual Wrapped	150/1. 1 oz	Buena Vista		~~XP-10W~~ 71220 New Code	144	30.74
22	Cookie, Holiday Sugar, Patriotic Star Individual Wrapped	150/1. 1 oz	Buena Vista		~~J-10W~~ 72420 New Code	144	30.74
23	Cookie, Holiday Sugar, Pumpkin Individual Wrapped	150/1. 1 oz	Buena Vista		~~PK-10W~~ 72820 New Code	144	30.74
24	Cookie, Holiday Sugar, Heart Individual Wrapped	150/1. 1 oz	Buena Vista		~~VA-10W~~ 73820 New Code	144	30.74
25	Cookie, Holiday Sugar, Shamrock Individual Wrapped	150/1. 1 oz	Buena Vista		~~SR-10W~~ 72920 New Code	144	30.74
26	Cookie, Polka Dot, Individual Wrapped	90/2 oz	Bunea Vista		72760	900	33.05
27	Cookie, Chocolate Chip Dough, Reduced Fat	135/2. 5 oz	Buena Vista		75650	3,127	35.23
28	Cookie, Chocolate Chip Individual Wrapped	75/2.5 oz	Buena Vista		70680	181	28.26
29	Corn Dog, Chicken Individual Wrapped	96/4 oz	Foster Farms		95124	312	33.66

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 316-3100 Fax (323) 316-1937

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Case Pricing for 2010-2011
30	Corn Dog Individual Wrapped	40/4 oz	Weinerschnitz		CN12446WS	95	15.76
31	Corn Dog, WG Chicken	72/4 oz	Foster Farms		95150	5	27.99
32	Corn, Frozen	20 lbs/per cs	Any Brand Ready Fix		Any Code 27910	75	14.29
33	Double Dogs, Chicken Individual Wrapped	50/3.85 oz	Michael B's		60003	757	35.86
34	Beans, Green	20 lb/per cs	Any Brand Ready Fix		Any Cod 28709	75	13.26
35	Hot Dog, 6-3/4" Extra Lean Beef	20 lb/per cs 8:1	Hoffy		1811SD	50	53.06
36	Hot Pocket, Cheese Pizza	96/2.3 oz	Nestle		43695	35	29.52
37	Hummus, Classic	2/4lb	~~Tribe~~	Krinos #383452 2/4lb	~~351000E2~~	10	22.94
38	Lasagna Tray, Cheese	50/8 oz	Michael B's		LZ801	562	46.32
39	Loco Bread W/Wraps	144/1.8 oz	Father's Table		01189	50	38.89
40	Marshmallow Crispy Squares	64/1.2 oz	Super Bakery		9426	250	20.09
41	Marshmallow Crispy Squares	50/1.6 oz	Super Bakery		9427	402	20.30

GOLD STAR FOODS
P.O. Box 58135, Vernon, CA 90058-0105
(323) 846-3000 Fax (323) 826-1997

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Case Pricing for 2010-2011
42	Muffin, Blueberry Individual Wrapped	60/1.8 oz	Dave's		380	635	15.00
43	Muffin, Blueberry Individual Wrapped	40/3 oz	Dave's		8239	264	16.84
44	Muffin, Chocolate Chip, Individual Wrapped	60/1.8 oz	Dave's		385	150	15.00
45	Muffin, Chocolate Chip Individual Wrapped	40/3 oz	Dave's		8235	264	15.84
46	Muffin, Double Chocolate Individual Wrapped	40/3 oz	Dave's		8495	1188	15.84
47	Pancakes, Cinnamon Glazed Individual Wrapped	80/cs	Con Agra		435447-04442	235	36.09
48	Pancakes, Mini Splash Maple	72/cs	Pillsbury		31519	191	34.30
49	Pancakes, Mini Splash Strawberry	72/cs	Pillsbury		131518	222	34.30
50	Potato, Smiles	24 lb/ per cs	McCain		OIF03456	324	21.76
51	Potato, Tator Tots	30 lb per cs	McCain		OIF00215	324	14.55
52	Potato, Triangle Hash Brown	30 lb/per cs	McCain		OIF00049	3,444	20.00
53	Potato, Deli Roasters	30 lb/cs	McCain		MCF03927	51	26.47
54	Potato, Extreme Gusto Garlic Fry	30 lb/per cs	McCain		MXF269	229	25.11

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-6400 Fax (323) 846-1997

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Case Pricing for 2010-2011
55	Rainbow Trout Treasures	10 lb/ per cs	Clear Springs		08893	257	17.91
56	Roast Beef	12 lb/per cs	Charlie's Pride		856577	50	48 38
57	Roll Hoagie, Wheat Mini 4-1/2" Sliced	144/cs	Shannons		SB-800	50	33 86
58	Roll, Dinner, Whole Wheat Individual Wrapped	120/1 oz	Shannon's		SB-1355	311	20.76
59	Shrimp Poppers	10 lb/per cs	Sea Pak		47020	50	21.52
60	Soup, Boston Clam Chowder	3-4lb/pe r cs	Campbell's		08556	6	37.67
61	Soup, French Onion	3-4 lb/per cs	Campbell's		08171	4	34 72
62	Soup, Garden Vegetable W/Pasta	3-4 lb/per cs	Campbell's		05058	7	29.15
63	Soup, Italian Wedding	3-4 lb/per cs	Campbell's		10428	7	35.84
64	Soup, Roast Chicken Noodle	3-4 lb/per cs	Campbell's		11836	18	34.97
65	Southwest Scramble Individual Wrapped	60/3.7 5 oz	Buena Vista		SWS-35W	350	21 61
66	Spaghetti With Meatballs Trays Individual Wrapped	40/8.5 oz	Pierre Clovervale		61085	801	30.43

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-3400 Fax (323) 846-1997

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Case Pricing for 2010-2011
67	Tortillas, 6" Flour	72/2-packs =144 per cs	Romero's		7062	94	29.79
68	Veggie Patty, Vegan	72/3.2 oz	Don Lee		10320	2	50.92
69	Waffle Golden	144/1.4 oz	Bakery Chef		10369	415	10.86
70	Yogurt, Strawberry	48/4 oz	Upstate		11289	402	12.79

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 To Bidders - Invitation For Bids.

C. Bidder agrees to complete the order within 14 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 State of California and that Sean O. Leer whose title is Vice President, Sales authorized to act for and bind the corporation.

F. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

G. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions,

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-6400 Fax (323) 846-1397

proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

H. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions:

✓ Yes, other public agencies may purchase from this Bid.

___ No, other public agencies may not purchase from this Bid.

I. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.

Extension option for one year: ✓ option granted ___ option not granted

Extension option for a second year: ✓ option granted ___ option not granted

J. The Bidder attests to having read and understands all documents contained and referenced in this bid.

K. I, Sean C. Loer 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: Gold Star Foods

Signed by: [signature]

Date: 5/10/2010

Business Address: 2652 long Beach Ave
Los Angeles, CA 90058

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

_____

Other Partners: _____

_____

CORPORATION

Name: Gold Star Foods, Inc

(a Delaware Corporation*)

Business Address: GOLD STAR FOODS
2652 Long Beach Ave., L.A., CA 90058
(323) 846-8400 Fax (323) 846-1997

GEORGE M. THORSEN
C.E.O.

Signed by: Gold Star Foods, Inc., President**,

Dated: MAY 13 2010

* 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: _____:

COLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-6400 Fax (323) 846-1997

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(a _____Corporation)

By: _____Date: _____

Title: _____

AGREEMENT ACCEPTED BY DISTRICT

Signed by: T Fluent

Print Name: Terry Fluent

Title: Director of Purchasing

Date: June 16, 2010

CONTRACT TERM

The term of this base contract is for one year beginning July 1, 2010 through June 30, 2011, with two (2) one-year renewal terms at the option of the Board of Trustees.

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

P & R PAPER SUPPLY COMPANY, INC.

Bid No. 0809-11 – Paper and Plastic Products for Food and Nutrition Service called for an original 12-month contract covering the period July 1, 2009 through June 30, 2010, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 months as allowed by the California Education Code 17596.

The contract with P & R Paper Supply Company, Inc. pursuant to Bid No. 0809-11, shall be extended for the period July 1, 2011 through June 30, 2012, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on June 29, 2011.

Except as set forth in this Extension Agreement, and Board approved on June 8, 2009, all other terms of the contract remain in full force and effect.

DISTRICT	CONTRACTOR
Capistrano Unified School District	**P & R Paper Supply Company, Inc.**
By:_____ Signature	By:_____ Signature
Terry Fluent	_____ Print Name
Director, Purchasing	_____ Title
Date:_____	Date:_____

Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675 Telephone (949) 234-9441/FAX 493-4083

April 1, 2011

BOARD OF TRUSTEES

JACK R. BRICK
President

GARY PRITCHARD, Ph. D.
Vice President

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Clerk

ELLEN M. ADDONIZIO

ANNA BRYSON

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SUE PALAZZO

SUPERINTENDENT

JOSEPH M. FARLEY, Ed. D.

P & R Paper Supply Co.
Ms. Lindsey Maiberger, School District Sales
P. O. Box 590
1898 E. Colton Ave.
Redlands, CA 92373

Subject: **Bid No. 0809-11 – Paper and Plastic Products for Food and Nutrition Service**

Dear Ms. Maiberger:

Your current contract for Paper and Plastic Products for Food and Nutrition Service to the Capistrano Unified School District, as referenced above, will expire on June 30, 2011.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2011 through June 30, 2012. A copy of your current contract pricing is enclosed for your review. Please provide your proposed pricing on the enclosed form. **Should your company wish to extend your contract for an additional 12-month period, a letter stating your desire to extend and your proposed pricing on the enclosed form must be received in our office by Tuesday, May 2, 2011.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9505.

Sincerely,

Debbie Henningsen

Debbie Henningsen
Buyer, Purchasing Department

enc.
c: Dawn Davey, Director, Food and Nutrition Services

P & R Paper Supply Co.

CAPISTRANO UNIFIED SCHOOL DISTRICT
PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE
P AND R PAPER SUPPLY COMPANY
JULY 1, 2011 THROUGH JUNE 30, 2012
BID NO. 0809-11

Item No.	Product Description, Brand and Code/SKU #	P&R Paper Supply Unit Price	Proposed Pricing for 2011-2012
1	12x12 Fresh Express Drywx PPC-1212FEC 5000/pkg	$ 86.50	✓
2	10.5x8.25x4 Zip Lunch Bag, ROB-Lunchbag 11506 250/pkg	$ 40.00	✓
3	10x14 Fresh Express Foil, PC-1014FEC 2500/pkg	$ 99.75	✓
4	12 oz. Clear Cup ~~SLC-KC12~~ 1000/pkg SOL-1162 98	$ 49.55	53.50
5	12x12 Blue Check Wrap USA-301401 5000/pkg	$ 54.50	57.25
6	12x12 Chipotle Wrap PPC-300365 ~~USA-301517~~ 5000/pkg	$ 57.40	✓
7	12x12 Green Check Wrap PPC-057050 ~~USA-301404~~ 5000/pkg	$ 54.50	57.25
8	12x12 Red Check Wrap PPC-057700 ~~USA-301402~~ 5000/pkg	$ 54.50	57.25
9	5# Love School Lunch,Bag BAG-200 1000/pkg	$ 47.85	✓
10	6# Fresh Express Wax Lunch Bag PPC-6WAXFEC 1000/pkg	$ 60.00	✓
11	Apron, Plastic 28x46, GOL-1532 100/pkg	$ 2.85	3.55
12	Bag, Foil "Cheeseburger" PPC-300529 1000/pkg	$ 26.60	28.10
13	Bag, Foil "Chicken" PPC-444492 1000/pkg	$ 26.60	28.10

P & R Paper Supply Co.

CAPISTRANO UNIFIED SCHOOL DISTRICT
PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE
P AND R PAPER SUPPLY COMPANY
JULY 1, 2011 THROUGH JUNE 30, 2012
BID NO. 0809-11

Item No.	Product Description, Brand and Code/SKU #	P&R Paper Supply Unit Price	Proposed Pricing for 2011-2012
14	Bag, Foil "Hot Dog" PPC-F9HDPR 1000/pgk	$ 26.60	28.10
15	Bag, Foil Fresh & Delicious PPC-453028 1000/pkg	$ 45.90	48.20
16	Bag, Freezer 18x24 FDH-FS1824 250/pkg	$ 12.40	✓
17	Bag, Freezer 8x4x18 ELK8418-15 1000/pkg	$ 43.95	✓
18	Bag, Deli 7x10 FDH-SS710 2000/pkg	$ 13.65	✓
19	Bag, Sandwich #6, CLB-65B 2000/pkg	$ 7.95	✓
20	Bag, Ziploc 2-Gal FDH-~~FH10~~ FH70 100/pkg	$11.20	✓
21	Bouffant Cap 21" White CEL-B1400HS 1000/pkg	$ 24.95	✓
22	Bowl, Black Hot/Cold, 12 oz. ANC-4605817500/pkg	$ 44.65	40.95
23	Bowl, Clear 24 oz. (Secondary) DRT-C24B 500/pkg	$38.00	42.95
24	Bowl, Fiber 12 oz. PCA-MC5-0012 125/pkg PRM-BL-12	$ 41.00	38.75
25	Box, Chinese Food "Pagoda" ~~GSD-16MWPAG~~ 450/pkg GWP-16FP-DMW	$ 26.40	✓

P & R Paper Supply Co

CAPISTRANO UNIFIED SCHOOL DISTRICT
PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE
P AND R PAPER SUPPLY COMPANY
JULY 1, 2011 THROUGH JUNE 30, 2012
BID NO. 0809-11

Item No.	Product Description, Brand and Code/SKU #	P&R Paper Supply Unit Price	Proposed Pricing for 2011-2012
26	Container Lid Salad To Go LLC-RDL626NH 500/pkg	$37.45	✓
27	Cup, 21 oz. Salad to Go Print Cup SOL-PX20SAL 500/pkg	$ 79.70	87.50
28	Cup, "Café" 12 oz DRT-12X12G 20/pkg	$ 5.69 20/pkg $ 28.45 1,000/cs	30.75
29	Cup, Portion 2 oz, SOL-B200 250/pkg	$ 21.25 2,500/cs	22.95
30	Cup, Portion 5.5 oz. SOL-UR55 250/pkg	$ 41.95 2,500/cs	45.30
31	Doilies, Lace 12" SML-12LACE 500/pkg	$ 13.00	✓
32	Film, 12 in. Wrapmaster WPL-1722 rolls/pkg	$ 16.00 roll $ 32.00 2 rolls/pkg	✓
33	Film, 18 in. Wrapmaster ~~WPL-WMF18~~ 2 rolls/pkg WPL-804	$ 19.00 roll $ 38.00 2 rolls/pkg	✓
34	Flat Lid, No Hole for 12 oz. Cup ~~WPL-8041000/pkg~~ LLC-RC626NH	$ 19.55	✓
35	Foil 18x500 Foil WPL-823 rolls/pkg	$58.00	✓
36	Foil 18x500 Foil STD WPL-822 2 rolls/pkg	$ 49.00	✓

P & R Paper Supply Co.

CAPISTRANO UNIFIED SCHOOL DISTRICT
PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE
P AND R PAPER SUPPLY COMPANY
JULY 1, 2011 THROUGH JUNE 30, 2012
BID NO. 0809-11

Item No.	Product Description, Brand and Code/SKU #	P&R Paper Supply Unit Price	Proposed Pricing for 2011-2012
37	Foil Sheets, 10-3/4x12 HFA-21215200/pkg	$44.55	47.85
38	Foil Wrap 10-1/2x14 Green Design PPC-300845 2000/pkg	$ 52.55	✓
39	Food Container White 8 oz. (soup) LLC-KDP8W 1000/pkg	$ 47.95	✓
40	PP Flat Lid for 8 oz. F/C, LLC-KL95PP 12/pkg	$ 27.80 1,000/cs	✓
41	Fork Medium Weight White NTR-3640 100/pkg	$ 5.85 1,00/cs	✓
42	Glove, Medium PF Latex FDH-100214M 100/pkg	$ 2.99 per 100 $ 29.90 1,000/cs	4.55
43	Glove, Medium Rubber Latex GOL-1062 12/pkg	$ 4.20	✓
44	Glove, Plastic Disposable GOL-1502 100/pkg	$ 4.60	5.00
45	Glove, Small P/F Latex FDH-100212S 100/pkg	$ ~~2.99~~ 2.99 per 100 $ 29.90 1,000/cs	4.55
46	Hot N Delicious Pizza Bag BAG-300417 2000/pkg	$ 41.35	✓
47	Hotel Pan, Full, Disposable HFA-2019-00 50/pkg	$ 29.95	32.15

P & R Paper Supply Co.

CAPISTRANO UNIFIED SCHOOL DISTRICT
PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE
P AND R PAPER SUPPLY COMPANY
JULY 1, 2011 THROUGH JUNE 30, 2012
BID NO. 0809-11

Item No.	Product Description, Brand and Code/SKU #	P&R Paper Supply Unit Price	Proposed Pricing for 2011-2012
48	Hotel Pan, Half, Disposable HFA-321-40 100/pkg	**$ 20.10**	21.60
49	Knife Medium Weight White NTR-3641 100/pkg	**$ ..585 per 100 $ 5.85 1,000/cs**	✓
50	Lid, 12 oz. (Black Bowl) ANC-LH5800D 500/pkg	**$ 40.00**	37.50
51	Lid, 2 oz. Clear SOL-PL2 100/pkg	**$ .80 per 100 $20.00 2,500/cs**	21.60
52	Lid, 24 oz. Clear (Secondary) DRTC64BL 1000/pkg	**$75.50**	✓
53	Lid, 5.5 oz. Clear SOL-PL4 100/pkg	**$ 1.26 per 100 $ 31.50 2,500/cs**	33.95
54	Liddles 2 oz. Portion Cup JRV-87242 900/pkg	**$44.00**	47.50
55	Liddles 4 oz. Portion Cup JRV-87220 900/pkg	**$ .065 each $ 58.55 900/pkg**	63.25
56	Menu Tissue, White 12x12 "Easy Wrap" MCN-~~0410HY~~ 041020 1000/pkg	**$ 6.24 per 1,000 $ 62.40 10,000/cs**	7.10
57	Menu Tissue, Yellow Quick Wrap	**$ 7.91**	

P & R Paper Supply Co

CAPISTRANO UNIFIED SCHOOL DISTRICT
PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE
P AND R PAPER SUPPLY COMPANY
JULY 1, 2011 THROUGH JUNE 30, 2012
BID NO. 0809-11

Item No.	Product Description, Brand and Code/SKU #	P&R Paper Supply Unit Price	Proposed Pricing for 2011-2012
	USA-YFC1121000/pkg	per 1,000 $ 39.55 5,000/cs	✓
58	Napkin 10x10 White Dinner SCA-B12414000/pkg	$31.45	✓
59	Napkin Cocktail White SCA-B1241 200/pkg	$31.45	✓
60	Napkin Hynap NAT-305309 625/pkg	$22.90	21.00
61	Napkin Mega Cartridge KCC-98908 875/pkg	$ 38.95 5,250/cs	✓
62	Nested Tray Fresh Express PNR-CT963 500/pkg	$17.05	16.10
63	Pan Liner 16x24 GPQ ~~PPC-25QT~~ 1000/pkg PAT-2405161	$ 25.80	✓
64	Pan Liner, 6-7 Quart 15x15 ELK-HPL1515 100/pkg	$19.50	✓
65	Pan Liner, Full Size 4" Deep PAK-5607 100/pkg	$ 51.00	55.10
66	Parfait Cup Insert SAB-14003D 1000/pkg	$ 52.50	✓
67	Pick Up Tissue	$ 3.235	

P & R Paper Supply Co.

CAPISTRANO UNIFIED SCHOOL DISTRICT
PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE
P AND R PAPER SUPPLY COMPANY
JULY 1, 2011 THROUGH JUNE 30, 2012
BID NO. 0809-11

Item No.	Product Description, Brand and Code/SKU #	P&R Paper Supply Unit Price	Proposed Pricing for 2011-2012
	~~MCN-105301~~ 1000/pkg PPC-TF6	per 1,000 $ 32.35 10,000/cs	34.15
68	Plate Fiber 9" RPM-PL-09 500/pkg	$30.20	✓
69	Plate Paper 6" JRV-UX6SAGE 250/pkg	$ 28.50	✓
70	Pop Up Tray PNR-CT963 500/pkg	$17.05	16.10

P & R Paper Supply Co.

SOLO CUP COMPANY

September 20, 2010

To Our Valued Customers:

Due to the continued escalation of raw material prices and escalating packaging and corrugated, Solo Cup Operating Corporation is implementing a price increase on all products made from the following materials, effective Monday, November 15, 2010.

All Polystyrene-based products	8%
All PET-based products	8%
All Polypropylene-based products	8%
All Creative Carryouts® (formerly Innoware)	8%
All Wax Cup products	10%
All Paper Dinnerware Category products	8%

This price increase does not apply to Trophy® cups.

All orders calling for delivery before November 15, 2010 will be invoiced at current prices. All orders calling for delivery after November 14, 2010 will be invoiced at the new higher prices.

All contract, special print, and bid prices will increase effective Monday, November 15, 2010, subject to the terms of existing agreements. Solo Cup Operating Corporation reserves the right to restrict orders that exceed normal purchasing quantities.

Solo Cup Operating Corporation is committed to meeting the needs of our customers by providing superior value in disposable food products. Thank you for your continued support of the Solo Cup Operating Corporation.

Larinda Becker

Larinda Becker
VP Foodservice Marketing

150 South Saunders Road, Suite 150, Lake Forest, Illinois 60045 | 847.444.5000 | www.solocup.com

Packaging Dynamics
BAGCRAFT PAPERCON

1-31-11

CHICAGO HEADQUARTERS

December 10, 2010

Dear Valued Customer,

Attached are your new price pages effective January 31, 2011.

On January 31, 2011, BagcraftPapercon and BagcraftPapercon/Marcal of Chicago will increase selling prices on all grades of stock and custom cut pan liners, parchment sheets, and products with quilon or silicone release treatments by 5%.

BagcraftPapercon will honor current pricing on all normal orders received by close of business January 28, 2011 that are for immediate shipment.

If you have any questions regarding this matter, please contact your local sales representative.

Thank you for your valued business and your continued support.

Chuck Hathaway

Chuck Hathaway
Vice President – Commercial Sales

3900 WEST 43RD STREET CHICAGO, IL 60632-3491 • OFFICE 773-254-8000 • FAX 773-254-8204
www.pkdy.com
ATLANTA, GA • BAXTER SPRINGS, KS • CHICAGO, IL • FORT MADISON, IA • LOS ANGELES, CA

GOLDMAX INDUSTRIES, INC.
17747 Railroad Street, City of Industry, CA 91748 U.S.A.
Tel: (626) 964-8820 • Fax: (626) 964-6629

April 1, 2011

Dear Valued Customer:

Throughout the past 20 years, we strived to provide excellent services and deliver superior quality of products with competitive pricing to all of our customers. We are proud that Goldmax continues to rank among the best in the industry and it is our commitment to continue to provide you with such products and services.

However, with the constant increase of raw material, labor, and freight, it became inevitable for Goldmax to implement a price increase on all of our Vinyl and Poly Gloves starting May 15th, 2011. Your updated price list will be faxed, e-mailed, and/or mailed to you shortly.

Please feel free to contact your sales representative or our customer service department at (626) 964-8820 if you should have any questions concerning this announcement or if further assistance is required.

We wish to thank you for your continuing support and know that you will understand the necessity for this price increase.

Goldmax Industries, Inc.

HFA inc TM
Handi-foil of America
135 EAST HINTZ ROAD • WHEELING, IL 60090-6035 • 847-520-1000

April 20, 2011

To Our Valued Customers:

Due to escalating raw material and freight costs, HFA, Inc. is announcing a price increase on the following product lines:

▶ **Aluminum Foil Containers**	**8%**
▶ **Aluminum Foil Rolls & Interfolded Pop Up Sheets**	**8%**
▶ **Foil Board Lids**	**8%**
▶ **Aluminum Foil Container Combo Packs**	**8%**
▶ **Handi-film**	**8%**

This increase takes effect on all orders received on or after May 23rd, 2010. Orders placed by May 20th, 2011, for immediate shipment will be invoiced at current levels. HFA, Inc. reserves the right to limit "Loading Orders" in excess of two weeks normal purchase quantities.

Your continued support of HFA, Inc. products is appreciated.

Sincerely,

Brad Sarnoff
Executive Vice President

BS:kl

FoodHandler
risk nothing.™
150 Field Drive, Suite 210, Lake Forest, IL 60045
Main: (866) 931-3613 | Fax (847) 735-0410
www.foodhandler.com

January 7, 2011

Dear Valued Customer:

As a key supplier to you in disposable gloves, bags, and apparel, FoodHandler® continually strives to provide you with high quality products and best service standards.

The industry continues to experience significant cost increases driven by raw material escalation, packaging costs, the weakening dollar, and rising freight costs. As a result of the unrelenting rise in these costs, FoodHandler is announcing a price increase on all products as listed below:

Latex Products:	16%
Vinyl Products:	8%
Poly Products:	8%
Nitrile Products:	4%
All Other Products:	4%

This increase is effective on all orders placed on or after March 1, 2011. Contract pricing will also increase within the terms and conditions of the agreement. Please note that no buy-ins or advanced ordering will be accepted.

Your updated price schedules will be available by January 28, 2011. We will continue to monitor the cost drivers closely and keep you apprised of any changes. An overview of the cost situation is attached.

We sincerely appreciate your business and ask for your support during these unprecedented times. Please feel free to contact your FoodHandler sales representative if you have any questions.

Sincerely,

Beth Dahlke

Beth Dahlke
Vice President, Sales

Attachment

P&R Paper Supply Company, Inc.

Wholesale Distributors of Paper, Packaging, and Janitorial Supplies. Since 1965
Phone: 909-794-1108 - Fax: 909-794-1237 - www.prpaper.com - Email: info@PRPaper.com

May 2, 2011

Capistrano U.S.D.
Child Nutrition Service
33122 Valle Rd.
Capistrano, Ca 92675
Attn: Debbie Henningsen

Re: Extension of Paper Bid for 2010-2011 School Year

Dear Debbie:

Thank you for allowing us the opportunity to renew pricing with your school district. The attached spreadsheet illustrates any price differences between current contracted items and the contracted items for the upcoming school year. As you will notice, several items have increased for this upcoming school year. Fortunately, we were able to lower some of your big usage items including the carry tray, pan liners, and micro bowls. Any cost increases have been addressed directly with the manufacturer, and therefore supported with the attached corresponding letters.

In addition to providing a distribution service to our school districts, P&R Paper has accepted the responsibility of functioning as a packaging consultant to our customers. We feel it is our duty to be experts in our field and to ensure that our customers are aware of new and innovative products in the market - and are using the items that best meet their needs. Our staff is eager to work with you in determining which products may be suitable alternatives for your district.

Also, we continue to be committed to preserving our natural environment and encourage you to be a leader in this movement. We continue to have a variety of suitable product replacements that will help make this happen.

Please feel free to contact our office any time if you have any questions about product alternatives.

Sincerely,

Lindsey Maiberger
School District Sales
(909) 389-1825

Corporate Office
P.O. Box 590 - 1898 E. Colton Avenue
Redlands, CA 92374
909-794-1108

Southern CA
1350 Piper Ranch Road
San Diego, CA 92154
619-671-2400

Northern CA
2351 Lincoln Avenue
Hayward, CA 94545
510-732-1105

Georgia-Pacific

Dixie Consumer Products LLC

133 Peachtree Street, NE
Atlanta, GA 30303
www.gppro.com

April 11, 2011

P & R PAPER SUPPLY
ARIN KNUDSEN
1898 E COLTON AVE
REDLANDS, CA 92374

Dear Valued Customer:

Please be advised that Dixie Consumer Products LLC is increasing prices up to 8% across all resin based items with select items increasing more than 8%. Georgia-Pacific is experiencing upward commodity resin price pressures and resin is a core input in many of our Dixie products.

Orders placed by Thursday, May 19, 2011, calling for immediate shipment no later than Tuesday, May 31, 2011 will be invoiced at current into-stock prices. Orders shipped on or after Wednesday, June 1 regardless of order date will be invoiced at the new prices. May orders placed above your normal monthly average will be invoiced at the new into-stock prices.

All eligible end-user pricing agreement prices will increase effective Wednesday, June 1, 2011, or upon price expiration date. Report of Sales (ROS) claims for distributor shipments to end-users in May, 2011, will be calculated based on the current, existing into-stock prices and pricing agreement prices.

If you are receiving a paper copy of this letter, pricing affected by this increase is enclosed. If you are registered for our GPXpress Online website, this pricing is already viewable. If you are not registered to use GPXpress Online, you may begin the registration process as follows:

- Go to *www.gppro.com* and click "Log in to GPXpress" in the upper right corner
- Click "Signup" in the middle of the screen
- Complete the web form per the instructions

Thank you for your business. We look forward to helping you achieve your goals and objectives this year and in the future.

Dennis B. Shearer
Vice President, Sales
Washroom & Wiper Solutions

John Strom
Vice President, Sales
Food Services Solutions

PAK-SHER®

March 10, 2011

Dear Valued Customer,

Citing escalating costs and tightening of supplies, our resin suppliers have already implemented previously announced price increases, and have announced further increases in future months. Many of your other suppliers, as well as our competitors passed on price increases several months ago. However, in an attempt to ease the burden on our customers, we held off passing on any price increases to you for as long as we possibly could. Unfortunately, we are now compelled to announce a price increase of 10% to help offset these rising costs.

Pak'-Sher will accept orders from existing customers at the pre-increase price through Friday, April 15, 2011 with volumes not to exceed the normal 30-day volume and normal shipping lead times. Orders received after April 15, 2011 will reflect the new pricing.

In the coming days, your Pak-Sher sales representative will provide you with details regarding your specific product(s) and pricing. We appreciate your understanding in this matter and your continued support.

Regards,

Donald E. James
President

2500 N. Longview o Kilgore, Texas 75662 o (903) 984-8596 o Fax (903) 984-1524
\V\V\V.pakSllCI..COlll

DART CONTAINER CORPORATION
www.dart.biz
MASON, MICHIGAN 48854 • Ph: (517) 676-3800 • Fax: (517) 676-3883 • Email: sales@dart.biz

January 28, 2011

Dear Dart Customer:

As a result of increases in raw material costs, it is necessary that we increase prices on the following Dart products:

Product Description	Increase
• Unprinted and Custom Printed Conex Translucent PS Cups and Lids	8%
• Conex Cup 9C05	8%
• Unprinted and Custom Printed Conex Deli Containers and Lids	8%
• Unprinted and Custom Printed Conex Classic PET and RPET Cups and Lids	8%
• Unprinted and Custom Printed Conex ClearPro PP Cups (Clear and White)	8%
• Conex Complements Portion Containers and Lids	8%
• ClearSeal, Showtime, and StayLock (OPS only) Clear Hinged Containers	8%
• ClearPac Containers and Lids	8%
• PresentaBowls and Lids	8%
• Dinnerware Covers	8%
• Famous Service Impact Plastic Dinnerware	8%
• Foam Dinnerware	8%
• Foam Hinged Lid Containers	8%
• Style Setter White, Honey, and Style Select Cutlery plus SO8BW Soda Spoon	$.60/M
• Bonus Cutlery (excluding item SO8BW)	$.45/M

Effective Date of Increased Prices: March 1, 2011

Orders for unprinted products placed prior to March 1, calling for immediate shipment and not exceeding a normal two-week supply, will be honored at current prices. Orders received March 1 and after will be invoiced at the increased prices.

Orders for custom printed products placed prior to March 1, for a normal single print release quantity calling for immediate shipment, will be honored at current prices. Orders received March 1 and after will be invoiced at the increased prices.

Dart foam cups and Fusion cups are not increasing in price at this time.

In conjunction with the above institutional product increases, we are also increasing prices on March 1 on the following retail packaged products when those products are purchased by institutional distributors:

	Increase
• Retail Packaged Plastic Cups (Translucent, Clear, and Colored Cups) Excluding Etch-It Party Cups	8%
• Retail Packaged Plastic Dinnerware	8%

Thank you for adjusting your records and for your continued support.

DART CONTAINER CORPORATION

/bs

DART CONTAINER CORPORATION
www.dart.biz
MASON, MICHIGAN 48854 • Ph: (517) 676-3800 • Fax: (517) 676-3883 • Email: sales@dart.biz

October 29, 2010

Dear Dart Customer:

As a result of increases in raw material costs, it is necessary that we increase prices on the following Dart products:

Product Description	Increase
• Unprinted and Custom Printed Conex Translucent PS Cups and Lids	8%
• Conex Cup 9C05	8%
• Unprinted and Custom Printed Conex Deli Containers and Lids	8%
• Unprinted and Custom Printed Conex Classic PET and RPET Cups and Lids	8%
• Unprinted and Custom Printed Conex ClearPro PP Cups (Clear and White)	8%
• Conex Complements Portion Containers and Lids	8%
• ClearSeal, Showtime, and StayLock (OPS and PET) Clear Hinged Containers	8%
• ClearPac Containers and Lids	8%
• PresentaBowls and Lids	8%
• Clear Dinnerware Covers	8%
• Famous Service Impact Plastic Dinnerware	8%
• Foam Dinnerware	8%
• Foam Hinged Lid Containers	8%
• Fusion Custom and Stock Printed Cups	5%
• Style Setter White, Honey, and Style Select Cutlery plus SO8BW Soda Spoon	$.60/M
• Bonus Cutlery (excluding item SO8BW)	$.45/M

Effective Date of Increased Prices: December 1, 2010

Orders for unprinted products placed prior to December 1, calling for immediate shipment and not exceeding a normal two-week supply, will be honored at current prices. Orders received December 1 and after will be invoiced at the increased prices.

Orders for custom printed products placed prior to December 1, for a normal single print release quantity calling for immediate shipment, will be honored at current prices. Orders received December 1 and after will be invoiced at the increased prices.

In conjunction with the above institutional product increases, we are also increasing prices on the following retail packaged products to all customers purchasing these items:

	Increase
• Retail Packaged Plastic Cups (Translucent, Clear, and Colored Cups) Excluding Etch-It Party Cups	8%
• Retail Packaged Plastic Dinnerware	8%

Thank you for adjusting your records and for your continued support.

DART CONTAINER CORPORATION

/ks

Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675 Telephone (949) 234-9441/FAX 493-4083

BOARD OF TRUSTEES

ELLEN M. ADDONIZIO
President

MICHAEL S. WINSTEN
Vice President

LARRY J. CHRISTENSEN
Clerk

JACK R. BRICK

ANNA BRYSON

KEN MADDOX

SUE PALAZZO

June 9, 2009

Ms. Catherine Becker, Controller
P & R Paper Supply Co.
PO Box 590
1898 E. Colton Ave.
Redlands, CA 92373

SUBJECT: **Award of Bid No. 0809-11 – Paper and Plastic Products for Food and Nutrition Service**

Dear Ms. Becker:

At their meeting held on June 8, 2009, the Board of Trustees approved the award to the above-referenced bid to your company in accordance with the prices contained in your bid proposal. Enclosed is a fully executed Agreement for your records. Purchase orders will follow.

If you have any questions please call me at (949) 234-9436.

We look forward to doing business with you.

Sincerely,

Terry Fluent
Director, Purchasing

TF:vb

enc.

c: Dawn Davey, Director, Food & Nutrition Services

DRUG USE IS ABUSE

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

D & R Paper Supply Co.

IV. BID FORM AND AGREEMENT

A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

PAPER AND PLASTIC PRODUCTS

Item No.	Product Description, Brand and Code/SKU #	Alternate/"Or-Equal" Product Information to Include: Brand, Manuf. Code, Qty/Pkg & Pkgs/Case	Product Recyclable Yes/No	Est. Yearly Usage in Cases	Unit Price Multiple Locations	Extended Total Price Multiple Locations
1	12x12 Fresh Express Drywx PPC-1212FEC 5000/pkg		No	12	86.50	1038.00
	"Or Equal"					
2	10.5x8.25x4 Zip Lunch Bag, ROB-Lunchbag 11506 250/pkg		No	20	40.00	800.00
	"Or-Equal"					
3	10x14 Fresh Express Foil, PC-1014FEC 2500/pkg		No	10	99.75	997.50
	"Or-Equal"					
4	12 oz. Clear Cup LLC-KC12 1000/pkg		Yes	11	49.55	545.05
	"Or-Equal"					

Item No.	Product Description, Brand and Code/SKU #	Alternate/"Or-Equal" Product Information to Include: Brand, Manuf. Code, Qty/Pkg & Pkgs/Case	Product Recyclable Yes/No	Est. Yearly Usage in Cases	Unit Price Multiple Locations	Extended Total Price Multiple Locations
5	12x12 Blue Check Wrap USA-301401 5000/pkg		No	6	54.50	327.00
	"Or-Equal"					
6	12x12 Chipotle Wrap USA-301517 5000/pkg		No	6	57.40	344.40
	"Or-Equal"					
7	12x12 Green Check Wrap USA-301404 5000/pkg		No	6	54.50	327.00
	"Or-Equal"					
8	12x12 Red Check Wrap USA-301402 5000/pkg		No	14	54.50	763.00
	"Or-Equal"					
9	5# Love School Lunch Bag BAG-200 1000/pkg		No	5	47.85	239.25
	"Or-Equal"					
10	6# Fresh Express Wax Lunch Bag PPC-6WAXFEC 1000/pkg		No	5	60.00	300.00
	"Or-Equal"					

Item No.	Product Description, Brand and Code/SKU #	Alternate/"Or-Equal" Product Information to Include: Brand, Manuf. Code, Qty/Pkg & Pkgs/Case	Product Recyclable Yes/No	Est. Yearly Usage in Cases	Unit Price Multiple Locations	Extended Total Price Multiple Locations
11	Apron, Plastic 28x46, GOL-1532 100/pkg		No	5	2.35	11.75
	"Or-Equal"					
12	Bag, Foil "Cheeseburger" PPC-300529 1000/pkg		No	66	24.75	1633.50
	"Or-Equal"					
13	Bag, Foil "Chicken" PPC-444492 1000/pkg		No	66	24.75	1633.50
	"Or-Equal"					
14	Bag, Foil "Hot Dog" PPC-F9HDPR 1000/pgk		No	6	24.75	148.50
	"Or-Equal"					
15	Bag, Foil Fresh & Delicious PPC-453028 1000/pkg		No	20	45.90	918.00
	"Or-Equal"					
16	Bag, Freezer 18x24 FDH-FS1824 250/pkg		YES	5	12.40	62.00
	"Or-Equal"					

Item No.	Product Description, Brand and Code/SKU #	Alternate/"Or-Equal" Product Information to Include: Brand, Manuf. Code, Qty/Pkg & Pkgs/Case	Product Recyclable Yes/No	Est. Yearly Usage in Cases	Unit Price Multiple Locations	Extended Total Price Multiple Locations
17	Bag, Freezer 8x4x18 ELK8418-15 1000/pkg		YES	4	43.95	175.80
	"Or-Equal"					
18	Bag, Deli 7x10 FDH-SS710 2000/pkg		YES	24	13.65	327.60
	"Or-Equal"					
19	Bag, Sandwich #6, CLB-65B 2000/pkg		No	9	7.95	71.55
	"Or-Equal"					
20	Bag, Ziploc 2-Gal FDH-~~FH10~~ FH70 100/pkg		YES	4	11.20	44.80
	"Or-Equal"					
21	Bouffant Cap 21" White CEL-B1400HS 1000/pkg		No	4	24.95	99.80
	"Or-Equal"					
22	Bowl, Black Hot/Cold, 12 oz. CMF-765-120 500/pkg		No	40	54.00	2160.00
	"Or-Equal"					
23	Bowl, Clear 24 oz. (Secondary) DRT-C24B ~~500/pkg~~ 252	SOLD #CRS24X	YES	38	62.00	2356.00
	"Or-Equal"	500/cs				

Item No.	Product Description, Brand and Code/SKU #	Alternate/"Or-Equal" Product Information to Include: Brand, Manuf. Code, Qty/Pkg & Pkgs/Case	Product Recyclable Yes/No	Est. Yearly Usage in Cases	Unit Price Multiple Locations	Extended Total Price Multiple Locations
24	Bowl, Fiber 12 oz. PCA-MC5-0012 125/pkg (1,000/cs)	PRIME LINK # BL-12 1,000/cs	YES	12	41.00	492.00
	"Or-Equal"					
25	Box, Chinese Food "Pagoda" GSD-16MWPAG 450/pkg		No	52	24.95	1297.40
	"Or-Equal"					
26	Container Lid, Salad To Go SWT-LD6ANH ~~500~~/pkg	SOLO # DN662 1,000/cs	YES	24	37.45	898.80
	"Or-Equal"					
27	Cup, 21 oz. Salad to Go Print Cup SWT-CD21NSAL 500/pkg	SOLO # TN20TSAL 1,000/cs	YES	24	79.70	1912.80
	"Or-Equal"					
28	Cup, "Café" 12 oz DRT-12X12G 20/pkg (1,000/cs)		YES	165	28.45/c	4694.25
	"Or-Equal"					
29	Cup, Portion 2 oz, SOL-B200 250/pkg (2500/cs)		YES	23	21.25/c	488.75
	"Or-Equal"					

Item No.	Product Description, Brand and Code/SKU #	Alternate/"Or-Equal" Product Information to Include: Brand, Manuf. Code, Qty/Pkg & Pkgs/Case	Product Recyclable Yes/No	Est. Yearly Usage in Cases	Unit Price Multiple Locations	Extended Total Price Multiple Locations
30	Cup, Portion 5.5 oz. SOL-UR55 250/pkg (2500/cs)		No	11	41.95/cs	461.45
	"Or-Equal"					
31	Doilies, Lace 12" SML-12LACE 500/pkg		No	2	13.00	26.00
	"Or-Equal"					
32	Film, 12 in. Wrapmaster WPL-~~WMF12~~ 172 2 rolls/pkg		No	62	32.00	1984.00
	"Or-Equal"					
33	Film, 18 in. Wrapmaster WPL-~~WMF18~~ 804 2 rolls/pkg		No	8	38.00	304.00
	"Or-Equal"					
34	Flat Lid, No Hole for 12 oz. Cup LLC-KC626NH 1000/pkg		YES	12	19.55	234.60
	"Or-Equal"					
35	Foil 18x500 Foil HD WPL-~~WMFOIH18~~ 823 2 rolls/pkg		YES	3	58.00	174.00
	"Or-Equal"					
36	Foil 18x500 Foil STD WPL-WMFOIS18 2 rolls/pkg		YES	8	49.00	392.00

Item No.	Product Description, Brand and Code/SKU #	Alternate/"Or-Equal" Product Information to Include: Brand, Manuf. Code, Qty/Pkg & Pkgs/Case	Product Recyclable Yes/No	Est. Yearly Usage in Cases	Unit Price Multiple Locations	Extended Total Price Multiple Locations
	"Or-Equal"					
37	Foil Sheets, 10-3/4x12 HFA-~~21210~~ 21215 200/pkg 12 PKG/CS		YES	117	44.55	5212.35
	"Or-Equal"					
38	Foil Wrap 10-1/2x14 Green Design PPC-300845 2000/pkg ✓		No	5	48.90	244.50
	"Or-Equal"					
39	Food Container White 8 oz. (soup) LLC-KDP8W 1000/pkg ✓		No	13	47.95	623.35
	"Or-Equal"					
40	PP Flat Lid for 8 oz. F/C, LLC-KL95PP 12/pkg 1,000/cs		YES	13	27.80	361.40
	"Or-Equal"					
41	Ford Medium Weight White NTR-3640 100/pkg (1,000/cs)		No	108	5.85/cs	631.80
	"Or-Equal"					
42	Glove, Medium P/F Latex GOL-1563 100/pkg 1,000/cs		No	54	29.90/cs	1614.60
	"Or-Equal"					

Item No.	Product Description, Brand and Code/SKU #	Alternate/"Or-Equal" Product Information to Include: Brand, Manuf. Code, Qty/Pkg & Pkgs/Case	Product Recyclable Yes/No	Est. Yearly Usage in Cases	Unit Price Multiple Locations	Extended Total Price Multiple Locations
43	Glove, Medium Rubber Latex GOL-1062 12/pkg		No	31	3.30	102.30
	"Or-Equal"					
44	Glove, Plastic Disposable LIG-4003 100/pkg (1,000/cs)		No	6	3.85/cs	23.10
	"Or-Equal"					
45	Glove, Small P/F Latex GOL-1564 100/pkg (1,000/cs)		No	15	29.90/cs	448.50
	"Or-Equal"					
46	Hot N Delicious Pizza Bag BAG-300417 2000/pkg		No	4	39.95	159.80
	"Or-Equal"					
47	Hotel Pan, Full, Disposable HFA-2019-00 50/pkg		YES	3	26.95	80.85
	"Or-Equal"					
48	Hotel Pan, Half, Disposable HFA-321-~~40~~ 35 100/pkg		YES	3	20.10	60.30
	"Or-Equal"					

Item No.	Product Description, Brand and Code/SKU #	Alternate/"Or-Equal" Product Information to Include: Brand, Manuf. Code, Qty/Pkg & Pkgs/Case	Product Recyclable Yes/No	Est. Yearly Usage in Cases	Unit Price Multiple Locations	Extended Total Price Multiple Locations
49	Knife Medium Weight White NTR-3641 100/pkg (1,000/cs)		No	13	5.85/cs	76.05
	"Or-Equal"					
50	Lid, 12 oz. (Black Bowl) CM-265-12VH 500/pkg		No	40	49.75	1990.00
	"Or-Equal"					
51	Lid, 2 oz. Clear SOL-PL2 100/pkg (2500/cs)		YES	22	20.00/cs	440.00
	"Or-Equal"					
52	Lid, 24 oz. Clear (Secondary) DRTC64BL ~~1000/pkg~~ 252	SOLO # LCR16D 1,000/cs	YES	21	75.50/cs	1585.50
	"Or-Equal"					
53	Lid, 5.5 oz. Clear SOL-PL4 100/pkg 2500/cs		No	18	31.50/cs	567.00
	"Or-Equal"					
54	Liddles 2 oz. Portion Cup JRV-87242 900/pkg		No	15	40.35	605.25
	"Or-Equal"					

Item No.	Product Description, Brand and Code/SKU #	Alternate/"Or-Equal" Product Information to Include: Brand, Manuf. Code, Qty/Pkg & Pkgs/Case	Product Recyclable Yes/No	Est. Yearly Usage in Cases	Unit Price Multiple Locations	Extended Total Price Multiple Locations
55	Liddles 4 oz. Portion Cup JRV-87220 900/pkg		No	15	58.55	878.25
	"Or-Equal"					
56	Menu Tissue, White 12x12 "Easy Wrap" MCNMT12 1000/pkg (10,000/cs)	PAPERCON # ST1212	No	14	62.40/cs	873.60
	"Or-Equal"					
57	Menu Tissue, Yellow Quick Wrap JRV-891259 1000/pkg (5,000/cs)	USA PACKAGING # YFC112	No	16	39.55/cs	632.80
	"Or-Equal"					
58	Napkin 10x10 ~~2-Ply~~ White ~~Dinner~~ Cocktail PAT-1078200 ~~4000/pkg~~	SCA # 81241 3,000/cs	No	28	31.45/cs	880.60
	"Or-Equal"					
59	Napkin Cocktail White PAT-1078200 ~~200/pkg~~	SCA # 81241 3,000/cs	No	10	31.45/cs	314.50
	"Or-Equal"					
60	Napkin Hynap PCS-ST713 625/pkg (10,000/cs)	NATIONAL # 305309 (10,000/cs)	No	27	22.90/cs	618.30

Item No.	Product Description, Brand and Code/SKU #	Alternate/"Or-Equal" Product Information to Include: Brand, Manuf. Code, Qty/Pkg & Pkgs/Case	Product Recyclable Yes/No	Est. Yearly Usage in Cases	Unit Price Multiple Locations	Extended Total Price Multiple Locations
	"Or-Equal"					
61	Napkin Mega Cartridge KCC-98908 875/pkg ($.250/ea)		No	4	38.95/cs	155.80
	"Or-Equal"					
62	Nested Tray Fresh Express DOP-13381FEC 500/pkg	OOPACO #FS7654	YES	2800	17.05	47,740.00
	"Or-Equal"					
63	Pan Liner 16x24 GPQ PPC-25Q1 1000/pkg		No	340	23.95	8143.00
	"Or-Equal"					
64	Pan Liner, 6-7 Quart 15x15 PAK-5612 100/pkg	ELKAY #PL1515	YES	2	19.50	39.00
	"Or-Equal"					
65	Pan Liner, Full Size 4" Deep PAK-5607 100/pkg		YES	33	51.00	1683.00
	"Or-Equal"					
66	Parfait Cup Insert SAB-14003D 1000/pkg		YES	11	52.50	577.50
	"Or-Equal"					

Item No.	Product Description, Brand and Code/SKU #	Alternate/"Or-Equal" Product Information to Include: Brand, Manuf. Code, Qty/Pkg & Pkgs/Case	Product Recyclable Yes/No	Est. Yearly Usage in Cases	Unit Price Multiple Locations	Extended Total Price Multiple Locations
67	Pick Up Tissue PPC-TF6 1000/pkg (10,000/cs)		No	152	32.35/cs	4917.20
	"Or-Equal"					
68	Plate Fiber 9" PCA-MC5-0009 500/pkg	PRIME-LINK # PL.09	YES	14	30.20	422.80
	"Or-Equal"					
69	Plate Paper 6" JRV-UX6SAGE 250/pkg		No	6	28.50	171.00
	"Or-Equal"					
70	Pop Up Tray JRV-CT963 500/pkg	OOPACO # FS7654	YES	2856	17.05	48694.80
	"Or-Equal"					
	GRAND TOTAL EXTENDED PRICE:					

Additional percentage discount for delivery to one central location (Food Service Warehouse) N/A **%.**

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 To Bidders - Invitation For Bids.

C. Bidder agrees to complete the order within **seven (7)** 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 State of California and that at Catherine Becker whose title is Controller authorized to act for and bind the corporation.

F. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

G. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

H. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions:

__ Yes, other public agencies may purchase from this Bid.

X No, other public agencies may not purchase from this Bid.

I. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.

Extension option for one year: X option granted - review __option not granted - with review annually

Extension option for a second year: X option granted - review __option not granted - with review annually

J. The Bidder attests to having read and understands all documents contained and referenced in this bid.

K. I, Catherine Becker the Controller (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: n/a

Signed by: _____

Date: _____

Business Address: _____

_____

PARTNERSHIP

Name: n/a

Signed by: _____ Partner

Date: _____

Business Address: _____

_____

Other Partners: _____

_____

CORPORATION

Name: P & R Paper Supply Co.

(a California Corporation*)

Business Address: P.O. Box 590, 1898 E. Colton Ave
Redlands, Ca 92373

Signed by: Catherine Baker President**, Controller

Dated: 5/11/09

* 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.

D & R Paper Supply Co.

** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: _____

Signed by: _____,Joint Venturer

Date: _____

Business Address: _____

_____

Other Parties to Joint Venture:

If an individual: _____
(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____,
Partner

If a Corporation: _____

(a _____Corporation)

By: _____

Date: _____

Title: _____

AGREEMENT ACCEPTED BY DISTRICT

Signed by: _____

Print Name: Terry Fluent

Title: Director, Purchasing

Date: 6/9/09

CONTRACT TERM

The term of this base contract is for one year beginning July 1, 2009 through June 30, 2010, with two (2) one-year renewal terms at the option of the Board of Trustees.

Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675 Telephone (949) 234-9441/FAX 493-4083

BOARD OF TRUSTEES

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MICHAEL S. WINSTEN

INTERIM SUPERINTENDENT

BOBBI MAHLER, Ed. D.

May 12, 2010

RECEIVED
MAY 18 2010
PURCHASING

P & R Paper Supply, Co.
Ms. Lindsey Maiberger, School District Sales
P.O. Box 590
1898 E. Colton Avenue
Redland, CA 92374

Subject: Award of Bid No. 0809-11 – Paper and Plastic Products for Food Nutrition

Dear Ms. Maiberger,

At the Board meeting held on May 11, 2010, the Board of Trustees approved the extension of the above referenced bid for an additional 12-month period July 1, 2010 through June 30, 2011.

Enclosed are two original extension agreements between your company and Capistrano Unified School District. Please sign, date, and return both agreements for execution by the District. An original Agreement will then be returned to you for your files.

You are required to maintain current General & Automobile Liability and Worker's Compensation Insurance Certificates during the life of the contract, July 1, 2010 through June 30, 2011, and to file with the District certificates of such insurance.

Upon receipt of the signed Extension Agreements, we will issue Purchase Orders for services needed.

We look forward to our continued relationship. If you have any questions, please call me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

TF:dh
enc.
c: Dawn Davey, Director, Food and Nutritional Services

DRUG USE IS ABUSE

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Capistrano Unified School District

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33122 Valle Road, San Juan Capistrano, CA 92675 Telephone (949) 234-9441/FAX ...

BOARD OF TRUSTEES

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MICHAEL S. WINSTEN

INTERIM SUPERINTENDENT

BOBBI MAHLER, Ed. D.

April 12, 2010

P & R Paper Supply Co.
Ms. Catherine Becker, Controller
P. O. Box 590
1898 E. Colton Ave.
Redlands, CA 92373

Subject: **Bid No. 0809-11 – Paper and Plastic Products for Food and Nutrition Service**

Dear Ms. Becker:

Your current contract for Paper and Plastic Products for Food and Nutrition Service to the Capistrano Unified School District, as referenced above, will expire on June 30, 2010.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2010 through June 30, 2011. A copy of your current contract pricing is enclosed for your review. Please provide your proposed pricing on the enclosed form. **Should your company wish to extend your contract for an additional 12-month period, a letter stating your desire to extend and your proposed pricing on the enclosed form must be received in our office by Monday, April 19, 2010.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9505.

Sincerely,

Debbie Henningsen

Debbie Henningsen
Buyer, Purchasing Department

enc.
c: Dawn Davey, Director, Food and Nutrition Services

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EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

P & R PAPER SUPPLY COMPANY, INC.

Bid No. 0809-11 – Paper and Plastic Products for Food and Nutrition Service called for an original 12-month contract covering the period July 1, 2009 through June 30, 2010, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 months as allowed by the California Education Code 17596.

The contract with P & R Paper Supply Company, Inc. pursuant to Bid No. 0809-11, shall be extended for the period July 1, 2010 through June 30, 2011, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2010.

Except as set forth in this Extension Agreement, and Board approved on June 8, 2009, all other terms of the contract remain in full force and effect.

DISTRICT	CONTRACTOR
Capistrano Unified School District	**P & R Paper Supply Company, Inc.**
By: _____ Signature	By: _____ Signature
Terry Fluent	Lindsey Maiberger Print Name
Director, Purchasing	School Sales Title
Date: 6/4/10	Date: 5/26/10

P&R Paper Supply Company, Inc.

Wholesale Distributors of Paper and Janitorial Products

P.O. Box 590 ~ 1898 E. Colton Avenue, Redlands, CA 92374
Phone (909) 794-1108 ~ Fax (909) 794-1237
www.prpaper.com ~ Email: info@PRPaper.com

April 19, 2010

Capistrano U.S.D.
Child Nutrition Service
33122 Valle Road
San Juan Capistrano, Ca 92675
Attn: Debbie Henningsen

Re: Extension of Paper Bid for 2010-2011 School Year

Dear Debbie:

Thank you for allowing us the opportunity to renew pricing with your school district. The attached spreadsheet illustrates any price differences between current contracted items and the contracted items for the upcoming school year. As you will notice, there has been some increases on gloves and foil related items for this upcoming school year, but fortunately, your high usage items such as trays and cutlery have stayed the same . Any cost increases have been addressed directly with the manufacturer, and therefore supported with the attached corresponding letters.

Also enclosed is an order guide for your convenience. We encourage school districts to utilize this order guide in an effort to eliminate confusion with pricing, item codes, and cases packs. If this is something that you would like sent electronically, please feel free to contact our office. We look forward to continuing our valued business relationship with your district during the 2010-2011 school year.

In addition to providing a distribution service to our school districts, P&R Paper has accepted the responsibility of functioning as a packaging consultant to our customers. We feel it is our duty to be experts in our field and to ensure that our customers are aware of new and innovative products in the market - and are using the items that best meet their needs. Our staff is eager to work with you in determining which products may be suitable alternatives for your district.

Also, we continue to be committed to preserving our natural environment and encourage you to be a leader in this movement. We continue to have a variety of suitable product replacements that will help make this happen.

Please feel free to contact our office any time if you have any questions about product alternatives.

Sincerely,

Lindsey Maiberger

Lindsey Maiberger
School District Sales
(909) 389-1825

CAPISTRANO UNIFIED SCHOOL DISTRICT
PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE
P AND R PAPER SUPPLY COMPANY
JULY 1, 2010 THROUGH JUNE 30, 2011
BID NO. 0809-11

Item No.	Product Description, Brand and Code/SKU #	P&R Paper Supply Unit Price	Proposed Pricing for 2010-2011
1	12x12 Fresh Express Drywx PPC-1212FEC 5000/pkg	$ 86.50	✓
2	10.5x8.25x4 Zip Lunch Bag, ROB-Lunchbag 11506 250/pkg	$ 40.00	✓
3	10x14 Fresh Express Foil, PC-1014FEC 2500/pkg	$ 99.75	✓
4	12 oz. Clear Cup ~~LLC-KC12~~ 1000/pkg SOL-116298	$ 49.55	✓
5	12x12 Blue Check Wrap USA-301401 5000/pkg	$ 54.50	✓
6	12x12 Chipotle Wrap USA-301517 5000/pkg	$ 57.40	✓
7	12x12 Green Check Wrap ~~USA-301404~~ PPC-057950 5000/pkg	$ 54.50	✓
8	12x12 Red Check Wrap PPC-057700 ~~USA-301402~~ 5000/pkg	$ 54.50	✓
9	5# Love School Lunch Bag BAG-200 1000/pkg	$ 47.85	✓
10	6# Fresh Express Wax Lunch Bag PPC-6WAXFEC 1000/pkg	$ 60.00	✓
11	Apron, Plastic 28x46, GOL-1532 100/pkg	$ 2.35	2.85
12	Bag, Foil "Cheeseburger" PPC-300529 1000/pkg	$ 24.75	26.60
13	Bag, Foil "Chicken" PPC-444492 1000/pkg	$ 24.75	26.60

CAPISTRANO UNIFIED SCHOOL DISTRICT
PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE
P AND R PAPER SUPPLY COMPANY
JULY 1, 2010 THROUGH JUNE 30, 2011
BID NO. 0809-11

Item No.	Product Description, Brand and Code/SKU #	P&R Paper Supply Unit Price	Proposed Pricing for 2010-2011
14	Bag, Foil "Hot Dog" PPC-F9HDPR 1000/pgk	$ 24.75	26.60
15	Bag, Foil Fresh & Delicious PPC-453028 1000/pkg	$ 45.90	✓
16	Bag, Freezer 18x24 FDH-FS1824 250/pkg	$ 12.40	✓
17	Bag, Freezer 8x4x18 ~~ELK8418-15~~ ELK-8418-1 1000/pkg	$ 43.95	✓
18	Bag, Deli 7x10 FDH-SS710 2000/pkg	$ 13.65	✓
19	Bag, Sandwich #6, CLB-65B 2000/pkg	$ 7.95	✓
20	Bag, Ziploc 2-Gal FDH-FH10 100/pkg	$11.20	✓
21	Bouffant Cap 21" White CEL-B1400HS 1000/pkg	$ 24.95	✓
22	Bowl, Black Hot/Cold, 12 oz. ~~CMP-765-120~~ ANC-4605817 500/pkg	$ 54.00	44.65
23	Bowl, Clear 24 oz. (Secondary) DRT-C24B 500/pkg	~~$62.00~~ 38.00	✓
24	Bowl, Fiber 12 oz. ~~PCA-MC5-0012~~ 125/pkg PRM-BL-12	$ 41.00	✓
25	Box, Chinese Food "Pagoda" GSD-16MWPAG 450/pkg	$ 24.95	26.40

CAPISTRANO UNIFIED SCHOOL DISTRICT
PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE
P AND R PAPER SUPPLY COMPANY
JULY 1, 2010 THROUGH JUNE 30, 2011
BID NO. 0809-11

Item No.	Product Description, Brand and Code/SKU #	P&R Paper Supply Unit Price	Proposed Pricing for 2010-2011
26	Container Lid Salad To Go ~~SWT-LD6ANH~~ LLC-KDL626NH 500/pkg	$37.45	✓
27	Cup, 21 oz. Salad to Go Print Cup ~~SWT-CD21NSAL~~ ~~500/pkg~~ SOL-PX20SAL 1000/cs	$ 79.70	✓
28	Cup, "Café" 12 oz DRT-12X12G 20/pkg	$ 5.69 20/pkg $ 28.45 1,000/cs	✓
29	Cup, Portion 2 oz, SOL-B200 250/pkg	$ 21.25 2,500/cs	✓
30	Cup, Portion 5.5 oz. SOL-UR55 250/pkg	$ 41.95 2,500/cs	✓
31	Doilies, Lace 12" SML-12LACE 500/pkg	$ 13.00	✓
32	Film, 12 in. Wrapmaster ~~WPL-WMF12~~ WPL-172 2 rolls/pkg	$ 16.00 roll $ 32.00 2 rolls/pkg	✓
33	Film, 18 in. Wrapmaster ~~WPL-WMF18~~ WPL-804 2 rolls/pkg	$ 19.00 roll $ 38.00 2 rolls/pkg	✓
34	Flat Lid, No Hole for 12 oz. Cup LLC-KC626NH 1000/pkg	$ 19.55	✓
35	Foil 18x500 Foil HD ~~WPL-WMFOIH18~~ 2 rolls/pkg WPL-823	$58.00	✓
36	Foil 18x500 Foil STD ~~WPL-WMFOIS18~~ 2 rolls/pkg WPL-822	$ 49.00	✓

CAPISTRANO UNIFIED SCHOOL DISTRICT
PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE
P AND R PAPER SUPPLY COMPANY
JULY 1, 2010 THROUGH JUNE 30, 2011
BID NO. 0809-11

Item No.	Product Description, Brand and Code/SKU #	P&R Paper Supply Unit Price	Proposed Pricing for 2010-2011
37	Foil Sheets, 10-3/4x12 ~~HFA-21210~~ HFA-21215 200/pkg	$44.55	✓
38	Foil Wrap 10-1/2x14 Green Design PPC-300845 2000/pkg	$ 48.90	52.55
39	Food Container White 8 oz. (soup) LLC-KDP8W 1000/pkg	$ 47.95	✓
40	PP Flat Lid for 8 oz. F/C, LLC-KL95PP 12/pkg	$ 27.80 1,000/cs	✓
41	Fork Medium Weight White NTR-3640 100/pkg	$ 5.85 1,00/cs	✓
42	Glove, Medium PF Latex ~~GOL-1563~~ FDH-100214M 100/pkg	$ 2.99 per 100 $ 29.90 1,000/cs	✓
43	Glove. Medium Rubber Latex GOL-1062 12/pkg	$ 3.30	4.20
44	Glove, Plastic Disposable ~~LIG-4003~~ GOL-1502 100/pkg	$ .385 per 100 $ 3.85 1,000/cs	4.60
45	Glove, Small P/F Latex ~~GOL-1564~~ FDH-100212S 100/pkg	$ .299 per 100 $ 29.90 1,000/cs	✓
46	Hot N Delicious Pizza Bag BAG-300417 2000/pkg	$ 39.95	41.35
47	Hotel Pan, Full, Disposable HFA-2019-00 50/pkg	$ 26.95	29.95

CAPISTRANO UNIFIED SCHOOL DISTRICT
PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE
P AND R PAPER SUPPLY COMPANY
JULY 1, 2010 THROUGH JUNE 30, 2011
BID NO. 0809-11

Item No.	Product Description, Brand and Code/SKU #	P&R Paper Supply Unit Price	Proposed Pricing for 2010-2011
48	Hotel Pan, Half, Disposable ~~HFA-321-40~~ 35 100/pkg	$ 20.10	✓
49	Knife Medium Weight White NTR-3641 100/pkg	$ .585 per 100 $ 5.85 1,000/cs	✓
50	Lid, 12 oz. (Black Bowl) ~~CM-265-12VH~~ ANC-LH5800D 500/pkg	$ 49.75	4000
51	Lid, 2 oz. Clear SOL-PL2 100/pkg	$ .80 per 100 $20.00 2,500/cs	✓
52	Lid, 24 oz. Clear (Secondary) DRTC64BL 1000/pkg	$75.50	✓
53	Lid, 5.5 oz. Clear SOL-PL4 100/pkg	$ 1.26 per 100 $ 31.50 2,500/cs	✓
54	Liddles 2 oz. Portion Cup JRV-87242 900/pkg	$ .044 each $ 40.35 900/pkg	44.00
55	Liddles 4 oz. Portion Cup JRV-87220 900/pkg	$ .065 each $ 58.55 900/pkg	✓
56	Menu Tissue, White 12x12 "Easy Wrap" ~~MCNMT12~~ MCN-041011 1000/pkg	$ 6.24 per 1,000 $ 62.40 10,000/cs	✓
57	Menu Tissue, Yellow Quick Wrap ~~JRV-891259~~ 1000/pkg USA-YFC112	$ 7.91 per 1,000 $ 39.55 5,000/cs	✓

CAPISTRANO UNIFIED SCHOOL DISTRICT
PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE
P AND R PAPER SUPPLY COMPANY
JULY 1, 2010 THROUGH JUNE 30, 2011
BID NO. 0809-11

Item No.	Product Description, Brand and Code/SKU #	P&R Paper Supply Unit Price	Proposed Pricing for 2010-2011
58	Napkin 10x10 White Dinner ~~PAT-1078200~~ SCA-B1241 4000/pkg	$31.45	✓
59	Napkin Cocktail White ~~PAT-1078200~~ SCA-B1241 200/pkg	$31.45	✓
60	Napkin Hynap ~~PCS-ST713~~ NAT-305309 625/pkg	$22.90	✓
61	Napkin Mega Cartridge KCC-98908 875/pkg	$ 38.95 5,250/cs	✓
62	Nested Tray Fresh Express ~~DOP-13381FEC~~ PNR-CT963 500/pkg	$17.05	✓
63	Pan Liner 16x24 GPQ PPC-25Q1 1000/pkg	$ 23.95	25.80
64	Pan Liner, 6-7 Quart 15x15 ~~PAK-5612~~ ELK-HPL1515 100/pkg	$19.50	✓
65	Pan Liner, Full Size 4" Deep PAK-5607 100/pkg	$ 51.00	✓
66	Parfait Cup Insert SAB-14003D 1000/pkg	$ 52.50	✓
67	Pick Up Tissue ~~PPC-TF6~~ MCN-103301 1000/pkg	$ 3.235 per 1,000 $ 32.35 10,000/cs	✓
68	Plate Fiber 9" ~~PCA-MC5-0009~~ PRM-PL-09 500/pkg	$30.20	✓

CAPISTRANO UNIFIED SCHOOL DISTRICT
PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE
P AND R PAPER SUPPLY COMPANY
JULY 1, 2010 THROUGH JUNE 30, 2011
BID NO. 0809-11

Item No.	Product Description, Brand and Code/SKU #	P&R Paper Supply Unit Price	Proposed Pricing for 2010-2011
69	Plate Paper 6" JRV-UX6SAGE 250/pkg	$ 28.50	✓
70	Pop Up Tray ~~JRV-CT963~~ PNR-CT963 500/pkg	$17.05	✓

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PACIFIC PLUMBING COMPANY OF SANTA ANA

Bid No. 0708-06 – Plumbing Service called for an original contract period of July 1, 2007 through June 30, 2008, with an option to extend the contract in four 12-month increments for an option period not to exceed 48 consecutive months as allowed by California Education Code 17596.

The contract with Pacific Plumbing Company of Santa Ana, pursuant to Bid No. 0708-06, shall be extended an additional 12 months, for the period July 1, 2011, through June 30, 2012 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on June 29, 2011.

Except as set forth in this Extension Agreement, and Board approved on June 25, 2007, all other terms of the contract remain in full force and effect.

DISTRICT	**CONTRACTOR**
Capistrano Unified School District	**Pacific Plumbing Company of Santa Ana**
By: _____ Signature	By: _____ Signature
Terry Fluent	_____ Print Name
Director, Purchasing	_____ Title
Date: _____	Date: _____

EXHIBIT 28

Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675 Telephone (949) 234-9441/FAX 493-4083

April 15, 2011

BOARD OF TRUSTEES

JACK R. BRICK
President

GARY PRITCHARD, Ph. D.
Vice President

JOHN M. ALPAY
Clerk

ELLEN M. ADDONIZIO

ANNA BRYSON

LYNN HATTON

SUE PALAZZO

SUPERINTENDENT

JOSEPH M. FARLEY, Ed. D.

Adolph Novello, Vice President
Pacific Plumbing Company of Santa Ana
615 E. Washington Avenue
Santa Ana, CA 92702

Subject: **Bid No. 0708-06 – Plumbing Service**

Dear Mr. Novello:

Your current contract for supplies to the Capistrano Unified School District, as referenced above, will expire on June 30, 2011.

Newly elected Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to submit reduced costs for the renewal period July 1, 2011 through June 30, 2012. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by May 9, 2011.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9437.

Sincerely,

Vicki Byers

Vicki Byers
Buyer/Planner, Purchasing

enc.

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PACIFIC PLUMBING CO. of Santa Ana

PROPOSAL

May 25, 2011

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

RE: Bid No. 0708-06 Plumbing Service
July 1, 2011 through June 30, 2012

Per your letter dated April 15, 2011 regarding the current fiscal crisis we are reducing the rates for this year to try to accommodate your needs. We hope this helps you out. Please note the prices below do not include any overtime rates.

BID PRICE SHEET		Current Pricing	Proposed Pricing
Journeyman Plumber	Hourly	$ 83.50	$ 83.00
Apprentice 70% or above	Hourly	$ 58.50	$ 58.00
Laborer	Hourly	$ 51.50	$ 51.00
Backhoe w/Operator. Backhoe to be: Minimum 18 1/2' digging depth Minimum 1 cubic yard front bucket Minimum 18" wide compaction wheel	Hourly	$ 100.00	$ 100.00
Generator	Daily	$ 50.00	$ 50.00
Compactor	Daily	$ 75.00	$ 75.00
12 cubic yard dump truck w/Driver	Daily	$ 105.00	$ 105.00
Video analysis	Per Occasion	$ 220.00	$ 220.00

If you have any questions please do not hesitate to call.

Sincerely,
Pacific Plumbing Co. of Santa Ana

Adolph Novello

615 E. Washington Ave., P.O. Box 1494, Santa Ana, Ca 92702 • LIC #266807 • Fax 714 972-8168 • 714 547-6967

AGREEMENT

THIS AGREEMENT, dated the 1st day of July, 2007, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "DISTRICT"), and **Pacific Plumbing Company of Santa Ana** (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as **Bid No. 0708-06, Plumbing Service** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, **DISTRICT'S Labor Compliance Program,** Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement , subject to any additions or deductions as provided in the Project Documents, the sum as specified in the approved bid price sheet.

4. The work shall be commenced on or before the seventh (7th) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within **thirty (30)** consecutive calendar days from the date specified in the Notice to Proceed. The term of this agreement is July 1, 2007 through June 30, 2008 with option to extend the contract by mutual agreement for four (4) twelve month increments for a total extension time not to exceed 48 months.

5. **Time is of the essence**. If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **two hundred dollars ($200.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. Termination for Cause or Nonappropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

(i) Cease operations as directed by DISTRICT in the notice;

(ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and

(iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall

have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of 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 work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

7. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

(a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;

(b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;

(c) any breach of duty, obligation or requirement under the Project Documents;

(d) any failure to coordinate the work of other contractors;

(e) any failure to provide notice to any party as required under the Project Documents;

(f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or

(g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

8. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than	**$1,000,000.00**
and	
Subject to the same limit for each person on account of one accident, in an amount not less than	**$1,000,000.00**
Property Damage Insurance	

in an amount not less than **$1,000,000.00**

Course of Construction Insurance without exclusion or limitation in an amount not less than **$1,000,000.00**

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

9. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR'S expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

10. CONTRACTOR agrees that the work required to be performed by the CONTRACTOR and each subcontractor on the Project shall be subject to the payment of general prevailing rates of per diem wages, as described in the Labor Code. The DISTRICT has a Labor Compliance Program ("LCP") initially approved on May 6, 2003 by the California Department of Industrial Relations pursuant to Labor Code Section 1771.7. CONTRACTOR and each subcontractor on the Project agree to comply with the DISTRICT'S LCP. The DISTRICT'S LCP is incorporated herein as if fully set forth.

11. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of , and that _____, whose title is _____, is authorized to act for and bind the corporation.

12. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

13. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT
Capistrano Unified

By: _____
Signature

Terry Fluent
Print Name

Director, Purchasing
Title

CONTRACTOR
Pacific Plumbing Company of Santa Ana

By: _____
Signature

DAVID R. ZECH
Print Name

PRESIDENT
Title

266807
Contractor's License No.

95 2675772
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR, if corporation)

BID FORM

Name of Bidder: Pacific Plumbing Company of Santa Ana.
To: Capistrano Unified School District, acting by and through its Governing Board, herein called the "DISTRICT."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors Form, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Escrow Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Order Forms, Shop Drawing Transmittal Form, all insurance requirements, Guarantee forms, Contractor's Certificate Regarding Non-Asbestos Containing Materials, **District's Labor Compliance Program,** Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, drawings, specifications, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Project: Plumbing Service
Bid No: 0708-06

BID PRICE SHEET

Journeyman Plumber	Hourly	$ 87.00
Apprentice 70% or above	Hourly	$ 62.00
Laborer	Hourly	$ 55.00
Backhoe w/Operator. Backhoe to be: Minimum 18 ½' digging depth Minimum 1 cubic yard front bucket Minimum 18" wide compaction wheel	Hourly	$ 100.00
Generator	Hourly	$ 125.00 — DAY - $15.625 HR
Compactor	Hourly	$ 145 — DAY - 18.125 HR
12 cubic yard dump truck w/Driver	Hourly	$ 110.00
Video analysis	Per Occasion	$ 250.00

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PACIFIC PLUMBING COMPANY

Bid No. 0708-06 – Plumbing Service called for an original contract period of July 1, 2007 through June 30, 2008, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with Pacific Plumbing Company, pursuant to Bid No. 0708-06, shall be extended an additional 12 months, for the period July 1, 2008, through June 30, 2009 at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on May 12, 2008, all other terms of the contract remain in full force and effect.

CONTRACTOR

PACIFIC PLUMBING COMPANY

By: _____
Signature

DAVID R. ZECH
Print Name

PRESIDENT
Title

Date: 5-23-08

DISTRICT

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Signature

Terry Fluent

Director, Purchasing

Date: 6/30/08

PACIFIC PLUMBING CO.

PROPOSAL

April 7, 2008

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

RE: Bid No. 0708-06 Plumbing Service
July 1, 2008 through June 30, 2009

Per your letter dated March 21, 2008 regarding the current fiscal crisis we are reducing the rates for this year to try to accommodate your needs. We hope this helps you out. Please note the prices below do not include any overtime rates.

BID PRICE SHEET		Current Pricing	Proposed Pricing
Journeyman Plumber	Hourly	$ 87.00	$ 85.50
Apprentice 70% or above	Hourly	$ 62.00	$ 60.50
Laborer	Hourly	$ 55.00	$ 53.50
Backhoe w/Operator. Backhoe to be: Minimum 18 1/2' digging depth Minimum 1 cubic yard front bucket Minimum 18" wide compaction wheel	Daily	$ 100.00	$ 100.00
Generator	Daily	$ 125.00	$ 100.00
Compactor	Daily	$ 145.00	$ 110.00
12 cubic yard dump truck w/Driver	Daily	$ 110.00	$ 105.00
Video analysis	Per Occasion	$ 250.00	$ 225.00

If you have any questions please do not hesitate to call.

Sincerely,
Pacific Plumbing Co. of Santa Ana

Adolph Novello

615 E. Washington Ave., P.O. Box 1494, Santa Ana, Ca 92702 • LIC #266807 • Fax 714 972-8168 • 714 547-6967

391

398

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PACIFIC PLUMBING COMPANY OF SANTA ANA

Bid No. 0708-06 – Plumbing Service called for an original contract period of July 1, 2007 through June 30, 2008, with an option to extend the contract in four (4) one-year renewal periods at the option of the Board of Trustees not to exceed 48 consecutive months as allowed by California Education Code 17596.

The contract with Pacific Plumbing Company of Santa Ana, pursuant to Bid No. 0708-06, shall be extended an additional 12 months, for the period July 1, 2009, through June 30, 2010 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2009.

Except as set forth in this Extension Agreement, and Board approved on June 25, 2007, all other terms of the contract remain in full force and effect.

DISTRICT	**CONTRACTOR**
Capistrano Unified School District	**Pacific Plumbing Company of Santa Ana**
By: T Fluent Signature	By: Adolph Novello Signature
Terry Fluent	ADOLPH NOVELLO Print Name
Director, Purchasing	VICE PRESIDENT Title
Date:	Date: MAY 19, 2009

PACIFIC PLUMBING CO.

PROPOSAL

April 2, 2009

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

RE: Bid No. 0708-06 Plumbing Service
July 1, 2009 through June 30, 2010

Per your letter dated March 10, 2009 regarding the current fiscal crisis we are reducing the rates for this year to try to accommodate your needs. We hope this helps you out. Please note the prices below do not include any overtime rates.

BID PRICE SHEET		Current Pricing	Proposed Pricing
Journeyman Plumber	Hourly	$ 85.50	$ 84.00
Apprentice 70% or above	Hourly	$ 60.50	$ 59.00
Laborer	Hourly	$ 53.50	$ 52.00
Backhoe w/Operator. Backhoe to be: Minimum 18 1/2' digging depth Minimum 1 cubic yard front bucket Minimum 18" wide compaction wheel	Daily	$ 100.00	$ 100.00
Generator	Daily	$ 100.00	$ 50.00
Compactor	Daily	$ 110.00	$ 75.00
12 cubic yard dump truck w/Driver	Daily	$ 105.00	$ 105.00
Video analysis	Per Occasion	$ 225.00	$ 220.00

If you have any questions please do not hesitate to call.

Sincerely,
Pacific Plumbing Co. of Santa Ana

Adolph Novello

Adolph Novello

615 E. Washington Ave., P.O. Box 1494, Santa Ana, Ca 92702 - [illegible] 714 972-8168 • 714 547-6967

PACIFIC PLUMBING CO.
of Santa Ana

July 14, 2009

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

Dear Korin,

David R. Zech – President, Adolph W. Novello – Vice President, and Yolanda Flores – Secretary are authorized to sign Contracts, Contract Extensions, and Proposals for Capistrano Unified School District.

David R. Zech _____ Date July 14, 2009

Adolph W. Novello _____ Date JULY 14 2009

Yolanda Flores _____ Date JULY 14, 2009

Should you have any questions or need further information please do not hesitate to give me a call.

Sincerely,
Pacific Plumbing Co. of Santa Ana

David R Zech

615 E. Washington Ave., P.O. Box 1494, Santa Ana, Ca 92702 • LIC #266807 • Fax 714 972-8168 • 714 547-6967

07/14/2009 02:50 7149728168 PACIFIC PLUMBING CO PAGE 01/01

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PACIFIC PLUMBING COMPANY OF SANTA ANA

Bid No. 0708-06 – Plumbing Service called for an original contract period of July 1, 2010 through June 30, 2011, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with Pacific Plumbing Company of Santa Ana, pursuant to Bid No. 0708-06, shall be extended an additional 12 months, for the period July 1, 2010, through June 30, 2011 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2010.

Except as set forth in this Extension Agreement, and Board approved on June 25, 2007, all other terms of the contract remain in full force and effect.

DISTRICT	**CONTRACTOR**
Capistrano Unified School District	**Pacific Plumbing Company of Santa Ana**
By: T Fluent Signature	By: Adolph Novello Signature
Terry Fluent	ADOLPH NOVELLO Print Name
Director, Purchasing	VICE PRESIDENT Title
Date: 7/23/10	Date: JUNE 30, 2010

PACIFIC PLUMBING CO.
of Santa Ana

PROPOSAL

March 18, 2010

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

RE: Bid No. 0708-06 Plumbing Service
July 1, 2010 through June 30, 2011

Per your letter dated March 01, 2010 regarding the current fiscal crisis we are reducing the rates for this year to try to accommodate your needs. We hope this helps you out. Please note the prices below do not include any overtime rates.

BID PRICE SHEET		Current Pricing	Proposed Pricing
Journeyman Plumber	Hourly	$ 84.00	$ 83.50
Apprentice 70% or above	Hourly	$ 59.00	$ 58.50
Laborer	Hourly	$ 52.00	$ 51.50
Backhoe w/Operator. Backhoe to be: Minimum 18 1/2' digging depth Minimum 1 cubic yard front bucket Minimum 18" wide compaction wheel	Daily	$ 100.00	$ 100.00
Generator	Daily	$ 50.00	$ 50.00
Compactor	Daily	$ 75.00	$ 75.00
12 cubic yard dump truck w/Driver	Daily	$ 105.00	$ 105.00
Video analysis	Per Occasion	$ 220.00	$ 220.00

If you have any questions please do not hesitate to call.

Sincerely,
Pacific Plumbing Co. of Santa Ana

Adolph Novello

615 E. Washington Ave., P.O. Box 1494, Santa Ana, Ca 92702 • LIC #266807 • Fax 714 972-8168 • 714 547-6967

03/18/2010 01:18 7149728168 PACIFIC PLUMBING CO PAGE 02/02

CAPISTRANO UNIFIED SCHOOL DISTRICT
BID SUMMARY
BAKERY PRODUCTS
BID NO. 1112-03
JULY 1, 2011 - JUNE 30, 2012

Line #	Product Description	Brand Name	Est. Yearly Usage	Case Pack and Unit Size	Gold Star Bid Unit	Gold Star Unit Price	Holsum Bakery Inc.Bid Unit	Holsum Bakery Inc.Unit Price
1	4" French Mini Sub Roll Whole Grain	Any	51 pkgs	12 units per pkg	12/2 oz	***$1.920***	NO BID	NO BID
2	6" French Roll Hinged Whole Grain	Any	3,606 pkgs converted to 12 pk = 7,212	24 units per pkg	**12** units per pkg	$2.670	**12** units per pkg.	***$2.256***
3	Soft Bread Stick Whole Grain	Any	883 pkgs	12 units per pkg	12 units per pkg	***$2.180***	NO BID	NO BID
4	4.5" Kaiser Roll Whole Grain	Any	10 pkgs	12 units per pkg	12 units per pkg 4" roll	***$1.840***	NO BID	NO BID
5	100% Whole Wheat Bread	Any	150 loaves	1.5 pound loaf	16 slice	***$1.460***	1.5 pound loaf	$1.480
6	Multigrain Bread	Any	150 loaves	1.5 pound loaf	16 slice	***$1.860***	1.5 pound loaf	$1.990
7	4" Hamburger Bun Whole Grain	Any	16,291 pkgs	12 units per pkg	12 units per pkg	1.78 ($0.148 per unit)		
7	4" Hamburger Bun Whole Grain	Any	16,291 pkgs converted to 30 per pack = 6516				30 units per pkg	***$4.20 ($0.14 per unit)***

CAPISTRANO UNIFIED SCHOOL DISTRICT
BID SUMMARY
BAKERY PRODUCTS
BID NO. 1112-03
JULY 1, 2011 - JUNE 30, 2012

Line #	Product Description	Brand Name	Est. Yearly Usage	Case Pack and Unit Size	Gold Star Bid Unit	Gold Star Unit Price	Holsum Bakery Inc.Bid Unit	Holsum Bakery Inc.Unit Price
8	5" Seeded Hamburger Bun Whole Grain		5,835 pks	12 units per pkg	12 units per pkg	***$1.330***	NO BID	NO BID
9	6" Hot Dog Bun Whole Grain	Any	1,008 pkgs	12 units per pkg	12 units per pkg	$1.650	12 units per pkg	***$1.620***
10	English Muffin Whole Grain	Any	150 pkgs	6 units per pkg	6 units per pkg	***$1.210***	6 units per pkg	$2.200
11	Tortilla Flour 6" Whole Grain	Any	300 pkgs	12 units per pkg	12 units per pkg	***$1.020***	NO BID	NO BID
12	Tortilla Flour 8" Whole Grain	Any	548 pkgs	12 units per pkg	12 units per pkg	***$0.103***		
12	Tortilla Flour 8" Whole Grain	Any	657.6 pkg converted to 10 per pack				10 units per pkg	$0.190
13	Tortilla Flour 10" Whole Grain	Any	458 pkgs	12 units per pkg	12 units per pkg	***$1.760***	NO BID	NO BID
14	Tortilla Flour 12" Whole Grain	Any	30 pkgs	12 units per pkg	12 units per pkg	***$2.330***	NO BID	NO BID
15	Whole Wheat Concha/Pan Dulce	Any	30 pkgs (converts to 6	12 units per pkg	72 units per pkg	***$45.360***	NO BID	NO BID

CAPISTRANO UNIFIED SCHOOL DISTRICT
BID SUMMARY
BAKERY PRODUCTS
BID NO. 1112-03
JULY 1, 2011 - JUNE 30, 2012

Line #	Product Description	Brand Name	Est. Yearly Usage	Case Pack and Unit Size	Gold Star Bid Unit	Gold Star Unit Price	Holsum Bakery Inc.Bid Unit	Holsum Bakery Inc.Unit Price
16	Whole Wheat Dinner Rolls Ind.	Any	429 cases	120 units per case	120 units per case	***$28.990***	NO BID	NO BID
17	Ciabatta Rolls Whole Grain	Any	10 pkgs	12 units per pkg	12 units per pkg	***$5.600***	NO BID	NO BID
18	Pita Bread Whole Grain	Any	150 pkgs	6 units per pkg	6 units per pkg	***$1.230***	NO BID	NO BID
19	Muffin Whole Grain All Flavors 3 oz	Any	256 cases	40 units per case	60 units	***$29.590***	NO BID	NO BID
20	Muffin Whole Grain All Flavors 1.8 oz	Any	365 cases	60 units per case	60 units	***$32.260***	NO BID	NO BID

Company Name GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
~~(323) 846-8400 Fax~~ (323) 846-1997

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

IV. BID FORM AND AGREEMENT

A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation for Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

Bakery Products

All products must show nutrition label or manufacturer specifications must specify zero grams of trans-fat per serving (Public Law No. 111-296, Healthy, Hunger-Free Kids Act of 2010

Line #	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Unit Price
1.	600207	4" French Mini Sub Roll Whole Grain Sliced	Any			51 pkgs	12 units per pkg	12/ 2oz.	1.92
2.	600076	6" French Roll Hinged Whole Grain	Any			~~3,606~~ pkgs 1212	24 units per pkg	12/ 2.67oz.	2.22
3.	600104	Soft Bread Stick Whole Grain	Any			883 pkgs	12 units per pkg	12/ 1.5oz	2.18

MAY 17 2011

GOLD STAR FOODS
Company Name P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

Line #	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Unit Price
		4"							
4.	New	~~4.5"~~ Kaiser Roll Whole Grain	Any			10 pkgs	12 units per pkg	12ct.	1.84
5.	600012	100% Whole Wheat Bread	Any			150 loaves	1.5 pound loaf	16 Slice	1.46
6.	600008	Multigrain Bread 9 grain	Any			150 loaves	1.5 pound loaf	16 Slice	1.86
7.	600054	4" Hamburger Bun Whole Grain	Any			16,291 pkgs	12 units per pkg	12/ 2oz.	1.78
8.	New	5" Seeded Hamburger Bun Whole Grain				5,835 pks	12 units per pkg	12ct.	1.33
9.	600056	6" Hot Dog Bun Whole Grain	Any			1,008 pkgs	12 units per pkg	12/ 1.8oz	1.65

MAY 17 2011

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
Company Name (323) 846-8400 Fax (323) 846-1997

Line #	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Unit Price
10.	600116	English Muffin Whole Grain	Any			150 pkgs	6 units per pkg	6/ 2oz.	1.21
11.	New	Tortilla Flour 6" Whole Grain	Any			300 pkgs	12 units per pkg	1dz.	1.02
12.	New	Tortilla Flour 8" Whole Grain	Any			548 pkgs	12 units per pkg	1dz.	1.24
13.	600148	Tortilla Flour 10" Whole Grain	Any			458 pkgs	12 units per pkg	1dz.	1.76
14.	New	Tortilla Flour 12" Whole Grain	Any			30 pkgs	12 units per pkg	1dz.	2.33

MAY 17 2011

Company Name GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

Line #	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Unit Price
15.	600213	Whole Wheat Concha/ Pan Dulce	Any			30 pkgs 5 cs.	12 units per pkg	72/ 2.5oz	45.36
16.	102184	Whole Wheat Dinner Rolls Ind. Wrapped	Any			429 cases	120 units per case	120/ 1oz.	28.99
17.	New	Ciabatta Rolls Whole Grain	Any			10 pkgs	12 units per pkg	12/ 4.5oz	5.60
18.	600122	Pita Bread Whole Grain	Any			150 pkgs	6 units per pkg	6/ 2.75oz	1.23
19.	113403 113402 113401	Muffin Whole Grain All Flavors 3 oz	Any	Daves	Blueberry Banana Choc Chip	256 cases 171	40 units per case	60/ 3oz.	29.59
20.	113525 New New	Muffin Whole Grain All Flavors 1.8 oz	Any	Buena Vista	Blueberry Apple Cinn Bbl Choc Chip	365 cases	60 units per case	60/ 1.8oz	32.26

MAY 17 2011

Company Name GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

B. It is understood that the DISTRICT reserves the right to reject this bid and this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation for Bids.

C. 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 § 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Business & Professions Code §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.

D. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of Delaware and that Tiffany Riad whose title Bid Specialist 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.

F. 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.

G. 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:

✓ Yes, other public agencies may purchase from this Bid.
__ No, other public agencies may not purchase from this Bid.

H. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.

Extension option for one year: ✓ option granted __ option not granted

Extension option for a second year: ✓ option granted __ option not granted

I. The Bidder attests to having read and understands all documents contained and referenced

MAY 17 2011

Company Name GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

in this bid.

J. I, Tiffany Riad the Bid Specialist (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: Tiffany Riad

Signed by: _____

Date: 5/16/11

Business Address: 2652 Long Beach Ave.
Los Angeles, CA 90058

Tiffany Riad
Bid Specialist
Gold Star Foods, Inc.

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

_____

Other Partners: _____

_____

CORPORATION

Name: Gold Star Foods

(a Delaware Corporation*)

Business Address: 2652 Long Beach Ave.
Los Angeles, CA 90058

Signed by: _____, President**,

Company Name GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

Dated: MAY 17 2011

* A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

_____

Other Parties to Joint Venture:

If an individual: _____
(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(a _____Corporation)

By: _____Date: _____

Title: _____

AGREEMENT ACCEPTED BY DISTRICT

Signed by: _____
Print Name: _____

Company Name GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

Title: _____

Date: _____

CONTRACT TERM

The initial contract term is July 1, 2011 through June 30, 2012. The contract may be extended by mutual agreement and upon Board approval, for a renewal term not to exceed two additional one-year periods.

BID NO. 1112-05 - ELECTRICAL SUPPLIES AND MATERIALS

BID TABULATION

Description	Usage	Item	Consolidated Electrical Distributors	Graybar Electric Company, Inc.	Main Electric Supply Co.
			Percentage Discount	Percentage Discount	Percentage Discount
Conduit - Weighted 10%					
	4,000	Galvanized	**73.5**	56	60
	5,000	EMT	**78.5**	62	60
	10,000	PVC 40	**58.5**	52	45
	1,000	Flex (Aluminum)	**47.2**	53	30
	5,000	Sealtite	**61.1**	72	30
otal			**318.8**	295	225
/eighted calculation			**31.88**	29.5	22.5
Fittings - Weighted 10%					
	800	Galvanized	**60.7**	45	50
	800	EMT	**82**	70	50
	800	PVC 40	**72.6**	76	40
	1,000	Sealtite	**47**	25	30
	100	Channel Fittings	**62**	61	30
Total			**324.3**	277	200
Weighted calculation			**32.43**	27.7	20

EXHIBIT 30
Page 1 of 9

BID NO. 1112-05 - ELECTRICAL SUPPLIES AND MATERIALS

BID TABULATION

Description	Usage	Item	Consolidated Electrical Distributors	Graybar Electric Company, Inc.	Main Electric Supply Co.
			Percentage Discount	Percentage Discount	Percentage Discount
Wire - Weighted 30%					
	50,000	THHN (copper)	**64.4**	62	60
Total			**64.4**	62	60
Weighted calculation			**19.3**	18.6	18
Boxes - Weighted 5%					
	100	Steel	**81.2**	83	50
	100	Screwdriver and Raintite Enclosures	**37.7**	50	20
Total			**118.9**	133	70
Weighted calculation			**5.95**	6.65	3.5
Wiring Devices - Weighted 10%					
	25,000	Commercial	**55.8**	55	25
Total			**55.8**	55	25
Weighted calculation			**5.58**	5.5	2.5
Distribution Equipment - Weighted 5%					
	6	Metering	**79**	40	15
	5	Panels	**79**	60	15

BID NO. 1112-05 - ELECTRICAL SUPPLIES AND MATERIALS

BID TABULATION

Description	Usage	Item	Consolidated Electrical Distributors	Graybar Electric Company, Inc.	Main Electric Supply Co.
			Percentage Discount	Percentage Discount	Percentage Discount
	75	Breakers	**51**	50	20
Total			**209**	150	50
Weighted calculation			**10.45**	7.5	2.5
Miscellaneous - Weighted 30%					
	500	Fuses	**57**	55	30
	Each	Lamps	**73.3**	82	50
	Each	Ballasts	**72.8**	75	50
Total			**203.1**	212	130
Weighted calculation			**60.93**	63.6	39

Total weighted calculation - 5%			**16.4**	14.15	6
Total weighted calculation - 10%			**69.89**	62.7	45
Total weighted calculation - 30%			**80.23**	82.2	57
WEIGHTED CALCULATION GRAND TOTAL			**166.52**	159.05	108

CONSOLIDATED ELECTRICAL DISTRIBUTORS
446 CALLE DE LOS MOLINOS
SAN CLEMENTE, CA 92672

Company Name.....

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

IV. BID FORM

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 bid documents, 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:

ELECTRIC SUPPLIES AND MATERIALS
BID NO. 1112-05

BID PRICE SHEET

For bidding purposes only, the following categories of items and usage quantities are listed.

The purpose of this bid is to establish a discount percentage for electrical supplies and materials ordered by the District from the contractors using the **Electrical Distributors Price Directory (distributed by Trade Service Corporation)** as a basis for the discount offered. Bidder shall use the end column (least price) and offer a percentage discount to be deducted from that column price. Items not listed will be sold to the District using the Bidder's most-favored contractor pricing. This most-favored status (percentage of discount form end column pricing) will be subject to review and audit by the District to ensure most-favored status.

All discounts that are bid must remain firm for the term of the contract. There will be no line exceptions. If any exceptions are bid, that entire bid will be non-responsive.

Note: Successful bid to be determined by the following weighted percentage listed for each category based upon projected district usage:

Discount Percentage

CONDUIT 10%

4,000	Galvanized	73.5 %
5,000	EMT	78.5 %
10,000	PVC 40	58.5 %
1,000	Flex (Aluminum)	47.2 %
5,000	Sealtite	61.1 %

CONSOLIDATED ELECTRICAL DISTRIBUTORS
446 CALLE DE LOS MOLINOS
SAN CLEMENTE, CA 92672

Company Name.....

FITTINGS 10%

800	Galvanized	60.7 %
800	EMT	82.0 %
800	PVC 40	72.6 %
1,000	Sealtite	47.0 %
100	Channel Fittings	62.0 %

WIRE 30%

50,000	THHN (copper)	64.4 %

BOXES 5%

100	Steel	81.2 %
100	Screwdriver and Raintite Enclosures	37.7 %

WIRING DEVICES 10%

25,000	Commercial	55.8 %

DISTRIBUTION EQUIPMENT 5%

6	Metering	79.0 %
5	Panels	79.0 %
75	Breakers	51.0 %

MISCELLANEOUS 30%

500	Fuses	57.0 %
Each	Lamps	73.3 %
Each	Ballasts	72.8 %

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 **five (5)** days after receipt of order unless the items are Special Order in which the District is to be notified immediately.

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 State of CA, and that Erik Klipfel

CONSOLIDATED ELECTRICAL DISTRIBUTORS
446 CALLE DE LOS MOLINOS
Company Name SAN CLEMENTE, CA 92672

whose title is Mgr. authorized to act for and bind the corporation.

F. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

G. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

H. **Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment, materials and supplies under the same terms and conditions:**

X **Yes, other public agencies may purchase from this Bid.**

__ **No, other public agencies may <u>not</u> purchase from this Bid.**

I. The undersigned grants the DISTRICT the option to extend any contract awarded hereunder, under the same prices, terms, and conditions contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.

Extension option for <u>one</u> year: X option granted ___option not granted

Extension option for a <u>second</u> year: X option granted ___option not granted

J. The Bidder has read and fully understands all documents contained and referenced in this bid.

K. I, E. Klipfel, the Mgr. (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. The Bidder agrees to comply with all terms and conditions in the bid documents.

<u>COMPANY</u>

Name of Company: Consolidated Electrical Dist., Inc.

Signed by: [signature]

Print Name: Erik Klipfel

Date: May 31, 2011

CONSOLIDATED ELECTRICAL DISTRIBUTORS
446 CALLE DE LOS MOLINOS
Company Name SAN CLEMENTE, CA 92672

Business Address: 446 Calle DeLos Molinos,
San Clemente, CA 92672

PARTNERSHIP

Name of Partnership: _____

Signed by: _____ Partner

Print Name: _____

Date: _____

Business Address: _____

_____

Other Partners: _____

_____

CORPORATION

Name of Corporation: Consolidated Electrical Distributors, Inc.

(a _____ Corporation*)

Business Address: 446 Calle DeLos Molinos,
San Clemente, CA 92672

Signed by: [signature], President**,

Print Name: Erik Klipfel

Date: May 31, 2011

* A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement is duly authorized to do so.

** Or local official empowered to bind the Corporation.

CONSOLIDATED ELECTRICAL DISTRIBUTOR
446 CALLE DE LOS MOLINOS
SAN CLEMENTE, CA 92672

Company Name.....

JOINT VENTURE

Name of Joint Venture: _____

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

_____

Other Parties to Joint Venture:

If an individual: _____
(Signed)

Print Name: _____

Doing Business as: _____;

Date: _____

If a Partnership: _____

Signed by: _____, Partner

Print Name: _____

Date:_____

If a Corporation: _____

(a _____Corporation)

Signed by: _____

Print Name: _____

Date: _____

Title: _____

CONSOLIDATED ELECTRICAL DISTRIBUTORS
446 CALLE DE LOS MOLINOS
SAN CLEMENTE, CA 92672

Company Name.....

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

AGREEMENT ACCEPTED BY DISTRICT

Signed by: _____

Print Name: _____

Title: _____

Date: _____

CONTRACT TERM

The term of this base contract is for one year with an option to extend annually by mutual agreement, and upon Board approval, for a term not to exceed a total of two additional years.

Base contract July 1, 2011 through June 30, 2012

CAPISTRANO UNIFIED SCHOOL DISTRICT

NOTICE CALLING FOR BIDS

District intends to meet DVBE participation goals

PIZZA SERVICE
BID NO. 1112-07
BID DEADLINE: Monday, July 25, 2011, 10:00 a.m.

Capistrano Unified School District
Education Center – Purchasing Department
33122 Valle Road
San Juan Capistrano, CA 92675

Contact:
Terry Fluent, Director, Purchasing
(949) 234-9436

To register and print a bid document please visit:
http://purchasing-capousd-ca.schoolloop.com/
Click on Bids/RFPs



PIZZA SERVICE

Bid No. 1112-07

Contact: Terry Fluent, Director, Purchasing (949) 234-9436

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CAPISTRANO UNIFIED SCHOOL DISTRICT
Purchasing Department
33122 Valle Road, San Juan Capistrano, CA 92675
(949) 234-9441

CAPISTRANO UNIFIED SCHOOL DISTRICT

NOTICE CALLING FOR BIDS

District intends to meet DVBE participation goals

PIZZA SERVICE
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Terry Fluent, Director, Purchasing
(949) 234-9436

To register and print a bid document please visit:
http://purchasing-capousd-ca.schoolloop.com/
Click on Bids/RFPs

NOTICE IS HEREBY GIVEN that the above-named School District of Orange County, California, acting by and through the Board of Trustees, hereinafter referred to as "DISTRICT", will receive up to, but not later than the above-stated time, sealed bids for the award of a contract for furnishing the above item(s).

Bids shall be received in the place identified above, and shall be opened and publicly read aloud at the above-stated time and place.

Each bid must conform and be responsive to the bid documents.

No Bidder may withdraw any bid for a period of forty-five (45) calendar days after the date set for the opening of this bid.

DISTRICT reserves the right to reject any or all bids or waive any irregularities or informalities in any bids or in the bidding.

By order of the Board of Trustees of the Capistrano Unified School District of Orange County.

COMPANY NAME:_____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

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Nutritional Specifications*
Food Handler Certification*
Copy of last Orange County Health Department Inspection*
Insurance*
W-9*
Product Recall Program*
Disaster Contingency Plan*
Food Security & Safety Program*

*Must be completed and submitted with bid.

COMPANY NAME:_____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

I. OBJECTIVE

The overall objective of this Invitation For Bids is to provide to vendors and suppliers the opportunity to bid a unit price for pizza service which will allow the District to secure competitive pricing with a pre-determined vendor which enables the purchasing process to be completed in a timely manner.

COMPANY NAME:_____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

II. INSTRUCTIONS FOR BIDDERS

WARNING: READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

DISTRICT is used in these documents to mean the Board of Trustees of the Capistrano Unified School District and the area under the Board's jurisdiction.

A. PREPARATION OF BID FORMS. The DISTRICT invites sealed bids on the form attached to be submitted at the time and place stated in the Notice To Bidders - Invitation for Bids. Bids shall be submitted on the prescribed Bid Forms, completed in full. All bid items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons signing the bid shall be in longhand. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by the signature of the Bidder.

B. FORM AND DELIVERY OF BIDS. The bid shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required by the Contract Documents, shall be enclosed in a sealed envelope, addressed and delivered or mailed to the District Office, mailing address:

Capistrano Unified School District
Education Center - Purchasing Department
33122 Valle Road
San Juan Capistrano, CA 92675

Attn: Terry Fluent, Director, Purchasing

and received at that office on or before **10:00 a.m., Monday, July 25, 2011** and shall be marked on outside lower left corner with bid number. The Bidder's name shall also appear on the outside of the envelope.

1. It is the Bidder's sole responsibility to ensure that their bid is received prior to the scheduled closing time for receipt of bids. In accordance with Government Code § 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the Bidder unopened. At the time set forth in the Notice To Bidders - Invitation for Bids for the opening of bids, the sealed bids will be opened and read aloud at the DISTRICT office.

2. One (1) copy of the Bid Forms must be submitted to the Purchasing Department. Be sure that your company name appears on each page of Bid Form, Non-Collusive Bid Certificate and Information Required of Bidder Form.

C. NAME AND NATURE OF BIDDER'S LEGAL ENTITY. The Bidder shall specify in the bid the name and nature of its legal entity and any fictitious name(s) under which it does any business. The bid shall be signed under the correct firm name by an authorized officer or person.

The successful Bidder may be required to furnish a letter of organization listing the firm's members, officers of corporation, and those persons authorized to sign legal documents. Should a change be contemplated in the name or nature of the Bidder's legal entity, the Bidder shall immediately notify the DISTRICT'S Purchasing Department in order that proper steps may be taken to have the change(s) reflected on the contract or purchase order.

D. MODIFICATIONS. Changes in or additions to the Bid Forms, recapitulations of the item(s) bid upon, alternative proposals, or any other modification of the Bid Form or other DISTRICT documents in this bid which is not specifically called for in the contract documents may result in the DISTRICT'S rejection of the bid as not being responsive to the Invitation for Bids. No oral or telephonic modification of any bid submitted will be considered and a telegraphic or data fax modification may be considered only if the telegram or data fax is received at the DISTRICT office prior to the time and date stated for the bid opening.

E. ERASURES, INCONSISTENT OR ILLEGIBLE BIDS. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by signatures of the person or persons signing the bid. Correction of any such errors shall be made prior to the bid opening only. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that DISTRICT determines that any bid is unintelligible, inconsistent or ambiguous, the DISTRICT may reject such bid as not being responsive to the Invitation for Bids. Verify your bid before submission, as it cannot be withdrawn or corrected after the bid opening.

F. WITHDRAWAL OF BIDS.

1. Bids may be withdrawn by telegram, by letter or in person by a Bidder or an authorized representative possessing proper identification and written proof of authority to act on behalf of the Bidder. If withdrawn in person by a Bidder or a representative of the Bidder, the person withdrawing the bid will be required to sign a receipt for the bid.

2. Withdrawal action of any type must be accomplished before the date and time specified for opening of bids in this Invitation for Bids.

3. Any bid security for a withdrawn bid shall be returned at the time of withdrawal.

G. INTERPRETATION OF DOCUMENTS. If any prospective Bidder is in doubt as to the true meaning of any part of the contract documents, or finds discrepancies in, or omissions from the specifications, a written request for an interpretation or correction thereof may be submitted to the DISTRICT. The Bidder submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued by the DISTRICT, and a copy of such addendum will be mailed or delivered to each prospective Bidder receiving a set of the bid documents.

No person is authorized to make any oral interpretation of any provision in the contract documents, nor shall any oral communication be binding to the DISTRICT.

The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

The Contract Documents are intended to be fully cooperative and to be complementary. If Bidder observes that any documents are in conflict, the bidder shall promptly notify the District in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

1. Addenda
2. Special Terms and Conditions
3. Bid Form and Agreement
4. Instructions to Bidders
5. Notice Calling for Bids
6. Bid Specification Requirements

H. AWARD OF CONTRACTS. The DISTRICT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. If two identical low bids are received from responsible Bidders, the DISTRICT will determine which bid will be accepted pursuant to Public Contract Code §20117. The award of the contract will be by action of the Board of Trustees and to the lowest responsible and responsive Bidder from among those Bidders responding to the Invitation for Bids. In the event an award is made to a Bidder, and such Bidder fails or refuses to execute the contract and provide any required documents within ten (10) days after notification of the award of the contract to Bidder, the DISTRICT may award the contract to the next lowest Bidder or release all Bidders.

1. It is the intention of the DISTRICT to award a contract as determined to be in the best interest of the DISTRICT. The right is reserved to reject any or all quotations to waive any informality in bids, and to accept or reject any item thereon. Award shall be based on price as well as past service, current service availability, delivery performance, durability, and quality as contained in the specifications.

2. The DISTRICT does NOT guarantee that all items shown on this bid will be purchased. The right is reserved to purchase additional quantities at the bid prices

during the period this bid is in force. It is not intended that large variations from the listed quantities will be made, but quantity additions or deletions shall be at the option of the DISTRICT.

3. In addition to other factors, bids will be evaluated on the basis of advantages or disadvantages to the DISTRICT that might result from making more than one award (multiple awards). For the purpose of making this evaluation, it will be assumed that the sum of $50 would be the administrative cost to the DISTRICT for issuing and administering each contract awarded under this invitation, and individual awards will be for the items and combination of items which result in the lowest aggregate price to the DISTRICT, including administrative costs.

I. ESTIMATED EXPENDITURE. Total expenditures under this contract are estimated to be $368,000 annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period.

J. PRICING. Prices must be stated for the unit items specified hereon. Award will be on an item by item basis to the lowest Bidder for each item meeting all the terms and specifications, as specified in bid documents. Capistrano Unified School District reserves the right to award the bid as deemed necessary and in best interest of the Food and Nutrition Services Department. All Bidders are required to quote on each item.

1. Do not include Sales Taxes in the bid. Sales Taxes will be added at the time of order. The DISTRICT will only pay State Sales and Use Tax; however, California Use Tax will be paid to out-of-state only when their permit number is shown on both their bid and invoices.

2. The DISTRICT is exempt from payment of Federal Excise Taxes, and will furnish vendor with a tax Exemption Certificate if requested. DO NOT INCLUDE ANY FEDERAL EXCISE TAXES IN YOUR BID.

3. If any new or additional taxes were not in effect at the time of the bid but are in effect prior to delivery of bid items, the DISTRICT shall pay such taxes.

4. During the period of delivery under a contract resulting from this bid, if the prices of the items decrease, the DISTRICT shall receive a corresponding decrease in prices on the balance of the deliveries for as long as the lower prices are in effect. At no time shall the prices charged to the DISTRICT exceed the prices under which the bid was awarded. The DISTRICT shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the Bidder to any other school district or any other state, county, municipal or local governmental agency in Orange County or other California Counties for the materials/equipment listed on the bid.

K. "NO BID." Any item not included in bid price is to be noted on Bid Form and Agreement as "No Bid."

L. AMENDMENTS. Bidders are advised that the DISTRICT reserves the right to amend the requirements of this Invitation for Bid prior to the date set for opening of bids. Such revisions will be done formally by publishing amendments to all Bidders known to have received a copy of the Invitation for Bid. If in the judgment of the DISTRICT, the change is of such nature that additional time is required for Bidders to prepare their bids; the DISTRICT will change the date of the bid opening and notify all Bidders in writing of the new date.

Bidders must acknowledge receipt of amendments to an Invitation for Bid. This may be done by the following means: By signing and returning the copy of the cover letter.

M. BRAND NAME AND MODEL. If the Bidder does not indicate a specific brand name and model, it shall be understood that the Bidder is quoting the exact brand name and model called out by the bid. Should any item for which bids are requested be patented, or otherwise protected or designated by the particular name/make of the manufacturer, and the Bidder desires to bid on an item of equal character and quality, the Bidder may offer such substitute items by clearly indicating that such substitution is intended and specifying the brand name. Any such substitutions will be accepted only if the Purchasing Department Director determines them to be equal in all respects to that specified in the bid. If the Purchasing Department Director requests samples in order to make the determination on whether the substitution is as equal, the samples shall be submitted in accordance with Paragraph "N."

N. SAMPLES. Any samples requested by the Purchasing Department Director or the Food and Nutrition Services Director shall be furnished at no cost to the DISTRICT and, if requested by the DISTRICT in the bid specifications, shall be submitted prior to the bid opening. The DISTRICT reserves the right to reject the bid as non-responsive when any Bidder fails to submit the requested samples. Samples from Bidders who are awarded the contract may be retained for comparison with deliveries. Unsuccessful Bidders may pick up their samples (if they have not been destroyed by the testing process) upon notification from the Purchasing Department Director. If such samples are not picked up within 15 calendar days after the date of such notice, samples may be disposed of by the DISTRICT. The Bidder or its agent hereby assumes all risk of loss or damage to samples irregardless of the cause.

O. ALTERNATIVES. If alternate bids are called for, the contract may be awarded at the election of the Board of Trustees to the lowest responsible Bidder on the base bid, or on the base bid and any alternate or combination of alternates.

P. COMPETENCY OF BIDDER. In selecting the lowest responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the work covered by the bid. By submitting a bid, each Bidder agrees that the DISTRICT, in determining the successful Bidder and its eligibility

for the award, may consider the Bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the Bidder's performance of the work. To this end, each bid shall be supported by a statement of the Bidder's experience as of recent date on the form entitled "Information Required of Bidder," found herein (Section VI).

Q. BID VALIDITY. Bids are to be valid and in force for 60 days after opening.

R. PUBLIC INFORMATION. All materials received by the DISTRICT in response to this Invitation for Bids shall be made available to the public. If any part of a Bidder's materials is proprietary or confidential, the Bidder must identify and so state. Any Bidder information used to aid in bid selection must not be restricted from the public.

S. BID COSTS. The DISTRICT will not pay the Bidder or agents for any costs incurred by the Bidder in the preparation, presentation, demonstration or negotiation of this bid.

T. RENEWAL OPTION. Bidder is requested to indicate on the attached Bid Form if renewal options will be extended to the Board.

U. OTHER AGENCIES' PURCHASES. Other public agencies in the State of California may purchase identical items at the same price and upon the same terms and conditions pursuant to §20118 and 20652 of the Public Contract Code. The DISTRICT waives its right to require other public agencies to draw their warrants in favor of this DISTRICT as provided in said code sections. Bidder is requested to indicate on the attached Bid Form if the Bidder will permit other public agencies to use the resulting contract.

V. DELIVERY. Prices quoted must be FOB at the destination point within the DISTRICT designated in the specification. Prices must include all delivery and installation charges. Delivery is required within the time required in the specification. If that time cannot be met, specify on the Bid Form the delivery time that can be guaranteed. The Board reserves the right to make an award based on the delivery time quoted.

W. SIGNATURE. The Bid Form, all bonds (if applicable), the Contractor's Certificate, the Agreement, and all Guarantees must be signed in the name of the Bidder and must bear the signature of the person or persons duly authorized to sign the bid. If Bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or assistant treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. In the event the Bidder is a joint venture or partnership, there shall be submitted with the Bid certifications, signed by authorized officers, of each of the parties to the joint venture or partnership, naming the individual who shall be the agent of the joint venture or partnership, who shall sign all necessary documents for the joint venture or partnership, and, should the joint venture or partnership be the successful Bidder, who shall act in all matters relative to the contract resulting there from for the joint venture or

partnership. If Bidder is an individual, his/her signature shall be placed on such documents.

X. EXAMINATION OF EQUIPMENT, FACILITIES AND CONTRACT DOCUMENTS. At its own expense and prior to submitting its Bid, each Bidder shall examine the Contract Documents; familiarize itself with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the Bid, and determine the character, qualities and quantities specified. The submission of a Bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision of the Information For Bidders.

Y. STATUS OF BIDDER. Bidder is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and Bidder or any of Bidder's agents or employees. Bidder assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Bidder, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees.

Z. Disabled Veteran Business Enterprises Each Bidder must meet goals and requirements relating to three percent (3%) participation by Disabled Veteran Business Enterprises established by the DISTRICT and the State Allocation Board (SAB), or make a good faith effort with respect thereto, in accordance with the DISTRICT'S policies and procedures. Bidders may obtain information from the Office of Small Business Certification and Resources (OSBCR) at http://www.pd.dgs.ca.gov/dvbe/default.htm or (916) 375-4940. The successful Bidder shall be required to submit to the DISTRICT the DVBE Certification which is included in the Project Documents. Prior to, and as a condition precedent for final payment on the Project, the successful Bidder shall provide appropriate documentation to the DISTRICT so they can assess its success at meeting the DVBE participation goal.

Company Name_____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

III. BID SPECIFICATION REQUIREMENTS

All responding Bidders shall meet the following criteria/requirement. Certify compliance by checking below:

☐ Certify that products are free of all trans fats and have whole grain crust.

☐ Will be able to provide product samples for taste testing prior to award of bid at no charge to the District

☐ Have been in business for at least five (5) years.

☐ Own a sufficient warehousing facility and number of appropriate delivery trucks to be able to provide timely and complete purchase order deliveries as requested, including special deliveries.

☐ No additional charges will be above the bid prices for packing, transportation, and miscellaneous charges.

☐ There will be no fuel charges added to bid pricing or invoicing.

☐ Deliveries are not to be subcontracted out.

☐ Company contact information for placing orders and for problems incurred with delivery of product, pricing, credits and billing.

a. Contact person: _____

b. Phone: _____

c. Fax: _____

d. E-mail: _____

☐ A valid business license is required. Bidder's License number:_____

Company Name_____

Following items must be submitted with Bid documents. Please certify by checking below which items are enclosed:

- ☐ Nutritional Specifications for all bid items.
- ☐ Copy of Food Handler Certification.
- ☐ Copy of last Orange County Health Department Inspection.
- ☐ Insurance Certificates as indicated in Bid document.
- ☐ W9
- ☐ Product Recall Program
- ☐ Disaster Contingency Plan
- ☐ Food Security & Safety Program

Company Name_____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

IV. BID FORM AND AGREEMENT

A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

Item No.	Description	Unit	Brand	Unit Price
1	15" Pepperoni Pizza Pre-baked, ready to serve 8 equal slices for middle schools	Whole Pie		
2	15" Cheese Pizza Pre-baked, ready to serve 8 equal slices for middle schools	Whole Pie		
3	Personal Pan Pizza Boxed Pepperoni Pre-baked, ready to serve	Each		
4	Personal Pan Pizza Boxed Cheese Pre-baked, ready to serve	Each		

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 To Bidders - Invitation For Bids.

C. Bidder agrees to complete the order within **24 hours** after receipt of order.

Company Name_____

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 State of _____, and that _____ whose title is _____ authorized to act for and bind the corporation.

F. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

G. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

H. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions:

___ Yes, other public agencies may purchase from this Bid.

___ No, other public agencies may not purchase from this Bid.

I. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.

Extension option for one year: __option granted __option not granted

Extension option for a second year: __option granted __option not granted

J. The Bidder attests to having read and understands all documents contained and referenced in this bid.

K. I, _____, the _____(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_____

COMPANY

Name: _____

Signed by: _____

Date: _____

Business Address: _____

_____

PARTNERSHIP

Name: _____

Signed by: _____Partner

Date: _____

Business Address: _____

_____

Other Partners: _____

_____

CORPORATION

Name: _____

(a _____Corporation*)

Business Address: _____

_____

Signed by: _____, President**,

Dated: _____

* 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.

Company Name_____

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

_____

Other Parties to Joint Venture:

If an individual: _____
(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(a _____Corporation)

By: _____Date: _____

Title: _____

AGREEMENT ACCEPTED BY DISTRICT

Signed by: _____

Print Name:_____

Title: _____

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Company Name_____

V. NON-COLLUSION AFFIDAVIT

(Public Contract Code Section 7106)

State of California)
)
County of _____)

_____,being first duly sworn, deposes and says that he or she is_____of _____, the party making the foregoing bid, that the bid is not made in the interest f, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

_____
Signature of Bidder

NOTARY FOR NON-COLLUSION AFFIDAVIT

Subscribed and sworn to (or affirmed) before me this ____day of _____, 20____.

_____
(Signature of Notary)

[SEAL OF NOTARY]

_____
Typed Name of Notary

Company Name_____

VI. INFORMATION REQUIRED OF BIDDER

A. GENERAL INFORMATION.

The Bidder shall furnish the following information. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the Bidder's firm and any of its officers, directors, shareholders, parties or principals.

1. Firm name and address: _____

_____

_____

2. Telephone: _____

3. FAX: _____

4. Type of firm: (check one) Individual _ Partnership _ Corporation _

Joint Venture _ Association _ Other _

5. Names and titles of all local officers of the firm:

_____ _____

_____ _____

_____ _____

_____ _____

6. Ownership: List all individuals that own 10% or more of the firm.

1. _____ 4. _____

2. _____ 5. _____

3. _____ 6. _____

7. Number of years that the firm has been in business under the present ownership: _____ years.

Company Name_____

8. Have you been in litigation on a question relating to your performance on a contract during the past three years? ____ If "Yes", explain, and provide case name and number:

_____

_____

_____

9. Has your firm or any of its principals defaulted so as to cause a loss to a surety? If the answer is "Yes", give dates, name and address of surety and details.

_____

_____

_____

10. Have you been assessed liquidated damages for any project in the past three years? ___ If "Yes", explain:

_____

_____

_____

11. Have you ever failed to complete a contract in the last three years? ____ If so, give owner and details:

_____

_____

_____

12. Do you now or have you ever had any direct or indirect business, financial or other connection with any individual official, employee or consultant of the DISTRICT, other than Purchase Orders or Contracts? Yes ____ No ____ If "Yes", please explain.

_____

_____

_____

Company Name_____

B. DISABLED VETERANS BUSINESS ENTERPRISE DESIGNATION.

As defined, are you a disabled veteran business enterprise? Yes ___

C. LIST OF REFERENCES.

The following information should contain persons or entities familiar with the Bidder's work:

1. Name of Agency: _____

Agency Address and Telephone: _____

_____

Contact Person: _____

Date of Contract: _____

Contract Amount: _____

2. Name of Agency: _____

Agency Address and Telephone: _____

_____

Contact Person: _____

Date of Contract: _____

Contract Amount: _____

3. Name of Agency: _____

Agency Address and Telephone: _____

_____

Contact Person: _____

Date of Contract: _____

Contract Amount: _____

Company Name_____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _ day of _____, 19_, at _____ _____, State of _____.
(City, County)

_____
(Signature of Officer)

_____
(Typed name of Officer)

Company Name_____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

VII. CERTIFICATION ANTICIPATED PARTICIPATION OF DISABLED VETERANS BUSINESS ENTERPRISES IN ACCORDANCE WITH EDUCATION CODE 17076.11

In accordance with Education Code Section 17076.11, the Capistrano Unified School District has a participation goal for disabled veteran business enterprises of at least 3 per cent per year of the overall dollar amount of funds allocated to the district by the State Allocation Board pursuant to Leroy F. Green School Facilities Act of 1998 for construction or modernization and expended each year by the school district. At the time of the execution of the contract, the contractor will provide a statement to the district of anticipated participation of disabled veteran business enterprises in the contract. Prior to, and as a condition precedent of for final payment under any contract for such project, the contractor shall provide appropriate documentation to the district identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the district can assess its success at meeting this goal.

The contractor may provide the anticipated participation of disabled veteran business enterprises in terms of percentage of its total contract or the dollar amount anticipated to be paid to disabled veteran business enterprises or by providing the names of the disabled veteran enterprises to participate in the contract. If there is a discrepancy between the anticipation at the commencement and completion of the work and a failure to meet the anticipated goals or dollar amounts, the District may require the contractor to provide at the completion of the contract, a brief statement for the reason for the failure.

I certify that I have read the above and will comply with the Anticipated Participation of Disabled Veterans Business Enterprises in this contract.

_____	_____
Signature	Typed or Printed Name
_____	_____
Title	Company
_____	_____
Address	Telephone
_____	_____
E-Mail	

Company Name_____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

VIII. TERMS AND CONDITIONS

A. NON-DISCRIMINATION. In the performance of the terms of this Contract, Supplier agrees that it will not engage in nor permit such subcontractor as it may employ to engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, age, marital status, or sex of such persons. Therefore, the Supplier agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment Practices Act as set forth in Government Code Sections 12900 et seq and Labor Code Section 1735. In addition, the Supplier agrees to require like compliance by all subcontractors employed to do work under this contract.

B. PROHIBITED INTERESTS. No officer, employee or agent of the DISTRICT who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any material supply Contract, shall become directly or indirectly interested financially in this Contract or in any part thereof. No officer, employee, or attorney of or for DISTRICT who is authorized in such capacity and on behalf of DISTRICT to exercise any executive, supervisory or other similar functions in connection with the furnishing of supplies and/or services shall become directly or indirectly interested financially in this Contract or in any part thereof. Bidder shall receive no compensation and shall repay DISTRICT for any compensation received by Bidder hereunder, should Bidder aid, abet or knowingly participate in violation of this Article.

C. STATE AUDIT. Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of the DISTRICT, the Bidder, or any subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars ($10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the State Officer for a period of three (3) years after final payment is made under this Contract. Supplier shall preserve and cause to be preserved such books, records and files for the audit period.

D. CONTRACT DOCUMENTS. The complete contract includes the following documents (if required elsewhere): the advertisement calling for bids, the bid and general terms and conditions, designation of subcontractors, the specifications and drawings, the bid as submitted and accepted by the DISTRICT, the contract, the insurance policies, Supplier's certificate regarding worker's compensation, the performance bond, the payment bond, and any amendments thereto. All of these documents are complementary and what is called for by any one shall be as binding as if calling for by all.

E. CHANGES. The DISTRICT may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in any one or more of the following: (1) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the DISTRICT in accordance therewith; (2) method of shipment or packing; and (3) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Supplier for adjustment under this clause must be asserted within 30 days from the date of receipt by the Supplier of the notification of change, provided, however, that the DISTRICT, if he decides that the facts justify such action, may receive and act upon any such cost of property made obsolete or excess as result of a change is included in the Supplier's claim for adjustment, the DISTRICT shall have the right to prescribe the manner of disposition of such property.

F. SAMPLES.

1. Supplier shall furnish for approval, within thirty-five (35) days following award of Contract, all samples as required in specifications together with catalogs and supporting data required by the DISTRICT. This provision shall not authorize any extension of time for performance of this Contract. The DISTRICT shall review such samples, as to conformance with design concept of work and for compliance with information given in contract documents and approve or disapprove same within ten (10) days from receipt of same.

2. Unless specified otherwise, sampling, preparation of samples and tests shall be in accordance with the latest standards of the American Society for Testing and Materials.

3. Samples of materials and/or articles shall, upon demand of the DISTRICT, be submitted for tests or examinations and considered before incorporation of same in work is started. Supplier shall be solely responsible for delays due to samples not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples which are of value after testing will remain the property of the Supplier.

G. SUBSTITUTIONS FOR SPECIFIED ITEMS.

1. Whenever in specifications any materials, process or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal", and Supplier may, unless otherwise stated, offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this Contract.

Company Name_____

2. With respect to the equipment or material items listed in the bid, unless the Supplier clearly indicates in its bid that it is proposing to use an "equal" product, its bid shall be considered as offering a product referred to by the brand name specified for the equipment or material items listed in the bid. The brand name, if any, of the proposed substitute product shall be inserted in the space provided in the bid or shall be otherwise clearly identified in the bid. The awarding of this Contract to a Supplier, who has indicated in its bid that it is proposing to use an "equal" product, shall not constitute an admission by the DISTRICT of the equality of that product. It is expressly understood and agreed by the Supplier that, in so awarding this Contract, the DISTRICT reserves the right to reject any such proposed substituted product. It is further expressly understood and agreed by Supplier that in the event the DISTRICT rejects a proposed "equal" product, the Supplier will then supply either a product designated by brand name in the Specifications or a substitute which meets with the approval of the DISTRICT.

   With respect to all proposed substitutions of "equal" products, both items of equipment and materials listed in the bid and other non listed items, the Supplier to whom the Contract has been awarded shall submit all pertinent and appropriate dates substantiating its request for substitutions within thirty-five (35) days after the award of the Contract. In this regard, Suppliers should note that the DISTRICT is not responsible for locating or securing any information which is not included in such substantiating data. Suppliers should further note that the burden of proof as to the quality or suitability of proposed alternative products shall be borne by the Supplier. The DISTRICT shall be the sole judge as to the quality and suitability of proposed alternative articles or materials, and decisions of the DISTRICT shall be final and conclusive. Unless extended by the mutual agreement of the parties, the DISTRICT shall notify the successful Supplier of the decision concerning the proposed substitution of "equal" items within thirty (30) days after the submission by the Supplier of the Supplier's substantiating data. Also such decisions by the DISTRICT shall be in writing, and no proposed alternative product shall be deemed approved unless the DISTRICT has so indicated in writing. The time limitation contained in this Article shall be complied with strictly, and in no case will an extension of time for completion be granted because of the Supplier's failure to request the substitution of an alternative item at the times and in the manner set forth herein.

3. In the event the Supplier furnishes material, process, or article more expensive than that specified, difference in cost of such material, process, or article so furnished shall be borne by the Supplier.

H. EXECUTION OF CONTRACT. The successful Supplier shall within ten (10) days of notice of award have the required bonds executed by a surety satisfactory to the DISTRICT and return the signed contract to the DISTRICT'S Purchasing Department Director. All surety companies with a minimum rating of "A" as rated by the current edition of Best's Key Rating guide, published by A. M. Best Company, Oldwick, New Jersey, 08858, and an admitted carrier qualified to do business in California shall be presumed to be satisfactory to the DISTRICT.

I. INSURANCE. The Supplier shall maintain insurance to protect him from claims under worker's compensation laws as required by Labor Code Section 3700 and for claims or damages for personal injury, including death and damage to property, which may arise from operations under the contract. The Supplier shall be required to file with the DISTRICT certificates of such insurance. Failure to furnish such evidence, if required by the DISTRICT, may result in the DISTRICT declaring the Supplier to be non-responsive or non-responsible. Specific insurance requirements may be called out in the bid.

□	Commercial General Liability incl. Contractual Liab., and Broad Form Property Damage	$1,000,000 minimum limit per occurrence $2,000,000 minimum general aggregate
□	Professional Liability: (Errors & Omissions)	$1,000,000 minimum limit per occurrence $2,000,000 minimum general aggregate
□	Automobile Liability:	$1,000,000 minimum limit per occurrence
□	Workers' Compensation:	As required by the California Labor Code
□	Employers' Liability:	$1,000,000 minimum limit

For all insurance coverages provided by Vendor, the following terms apply:

A. Any deductibles or self-insured retentions shall be declared in writing to the DISTRICT; DISTRICT approval is required for any amounts over $25,000.

B. Insurance shall be placed with California admitted insurers with a current A.M. Best rating of no less than A unless otherwise approved by the DISTRICT, except that for Worker's Compensation, the State Compensation Fund of California is acceptable.

C. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.

D. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Vendor agrees to defend, indemnify, save and hold harmless the Capistrano Unified School District (CUSD), its officers, agents, representatives, employees and The Board of Education; and provides named additional insured endorsements for CUSD, its officers,

agents, representatives, employees and The Board of Education. They are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, occupied or used by the Vendor; or automobiles owned, leased, hired or borrowed by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the DISTRICT, its subsidiaries, officials, employees and The Board of Education.

2. For any claims related to the Services, the Vendor's insurance coverage shall be primary insurance as respects the DISTRICT, its subsidiaries, officials, employees and The Board of Education. Any insurance or self-insurance maintained by the DISTRICT, its subsidiaries, officials, employees and The Board of Education shall be excess of the Vendor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.

E. The "Description of Operations" section must include the following: "The Capistrano Unified School District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory."

The Vendor shall furnish the DISTRICT with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the DISTRICT before work commences.

J. INVOICES AND PAYMENTS. Unless specified otherwise, the Supplier shall render invoices in triplicate for materials delivered or services performed under the contract to the DISTRICT'S Accounting Department. Invoices shall be submitted immediately on the form designated by the DISTRICT, under the same firm name as shown on the contract. The Supplier shall separately list any taxes to be paid by the DISTRICT and shall certify on each invoice that Federal Excise Taxes are not included on the prices listed therein. The DISTRICT shall make payment for materials, equipment, supplies or services furnished under the contract within a reasonable and proper time after acceptance and approval of the invoices by the authorized DISTRICT Representative.

All cash discounts shall be taken and computed from the date of delivery or acceptance of materials or the date of the receipt of the invoice, whichever is later.

K. PATENTS, ROYALTIES AND INDEMNITIES. The Supplier shall hold and save the DISTRICT and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention,

process, article, or appliance manufactured or used in the performance of this Contract, including its use by the DISTRICT, unless otherwise specifically provided in the contract documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of the DISTRICT.

L. NO ORAL AGREEMENTS. No oral agreement or conversation with any officer, agent or employee of the DISTRICT, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising said contract.

M. PERMITS AND LICENSES. The Supplier and all Supplier employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services listed therein. Each bid will specify what licenses and permits are required and the Supplier shall declare under penalty of perjury that he possesses the required licenses or permits.

N. NO ASSIGNMENT. The Supplier shall not assign, transfer, convey, sublet or otherwise dispose of this contract or of its rights, title or interest in or to the same or any part thereof, without the previous consent in writing of the DISTRICT; and the Supplier shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract unless by and with the like consent signified in like manner. If the Supplier shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest therein, or of any of the monies to become due under the Contract, to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disruption shall be null, void and of no legal effect whatsoever; and the Contract may, at the option of the DISTRICT, be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Supplier, and to its purported assignee or transferee. No right under the Contract, nor any right to any money to become due hereunder, shall be asserted against the DISTRICT in law or equity by reason of any purported assignment of the Contract, or any part thereof, or by reason of the purported assignment of any moneys to become due hereunder, unless authorized as set forth herein by written consent of the DISTRICT. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under said Contract in favor of all persons, firms or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, Government Code and/or Code of Civil Procedure and shall also be subject to deductions for liquidated damages or withholding of payments as determined by the DISTRICT in accordance with this Contract.

O. HOLD HARMLESS. The Supplier will hold harmless and indemnify the DISTRICT, its officers, employees and agents from every claim or demand which may be made by reason of:

1. Liability for damages for (a) death or bodily injury to persons; (b) injury to, loss or theft of property; or (c) any other loss, damage or expense arising under either (a) or (b) above, sustained by the Supplier or any person, firm or corporation employed by the Supplier upon or in connection with the work and/or delivery of equipment and supplies called for in this Agreement, except for liability resulting from the sole negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent contractors who are directly employed by the DISTRICT, and except for liability resulting from the active negligence of the DISTRICT.

2. Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Supplier, or any person, firm, or corporation employed by the Supplier, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the DISTRICT arising out of, or in any way connected with the work and/or delivery of equipment and supplies covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT'S property, if the liability arose from the negligence or willful misconduct of anyone employed by the Supplier, either directly or by independent contract, and not by the active negligence of the DISTRICT.

3. The Supplier, at Supplier's own expense, cost and risk shall defend:

   any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgement that may be rendered against the

   DISTRICT, its officers, agents or employees, in any action, suit or other proceedings as a result thereof.

P. FORCE MAJEURE CLAUSE. The parties to the contract may be excused from performance during the time and as to the extent that they are prevented from performing by any act of God, fire, strike, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that the nonperformance is not due to the fault or neglect of the party who does not perform.

Q. NO WAIVER. The failure of the DISTRICT in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

R. DELIVERY. Unless otherwise specified, items are to be delivered F.O.B. to the DISTRICT as specified in the purchase order. All costs for delivery, drayage, insurance, freight, packing and unpacking of said articles shall be borne by the Supplier.

1. All items are to be bid in an assembled condition and ready for installation.

2. All deliveries shall be accompanied by a packing slip, and purchase order number shall appear on all cases and packages. Unmarked cartons may be refused.

3. Supplier's insurance for delivery shall apply until items are received at the DISTRICT site.

4. Any equipment damaged in unpacking, assembling, or installing shall be repaired or replaced as necessary to produce a perfect installation. Damage caused by any Supplier, or his agents, to building surfaces, shall be neatly patched and repaired as required without any additional cost to the DISTRICT.

S. WARRANTY OF SUPPLIES.

1. Notwithstanding inspection and acceptance by the DISTRICT of supplies furnished under the contract or any provision of this contract concerning the conclusiveness thereof, the Supplier warrants that:

   a. All materials, equipment, supplies or services furnished under this contract shall be in accordance with the DISTRICT'S specifications as called out in this bid. The successful Supplier shall furnish and deliver the quantity designated in the award of the bid. Any materials or supplies determined by the Purchasing Department Director to be not in accordance with or conforming to the specifications of the bid, shall be rejected and promptly removed from the DISTRICT'S premises at the Supplier's expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the specifications or contract sample, the cost of such test shall be paid for by the Supplier.

   b. The preservation, packaging, packing and marking, and the preparation for, and method of shipment of such supplies will conform with the requirements of this Contract.

2. Within a reasonable time, the DISTRICT may either:

   a. By written notice, require the prompt correction or replacement of any supplies or part thereof (including preservation, packaging, packing and marking) that do not conform with the requirements of this Contract within the meaning of paragraph 1.a this clause; or

   b. Retain such supplies, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the Supplier shall promptly make appropriate repayment.

3. When return, correction or replacement is required, the DISTRICT shall return the supplies and transportation charges and responsibility for such supplies while in transit shall be borne by the Supplier. However, the Supplier's liability for such transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the designated destination point under this contract and the Supplier's plant, and return.

4. If the Supplier fails or refuses to correct or replace the nonconforming supplies within a period of ten (10) days (or such longer period as the DISTRICT may authorize in writing) after receipt of notice specifying such failure or refusal, the DISTRICT may, by contract or otherwise, correct or replace them with similar supplies and charge to the Supplier the cost occasioned to the DISTRICT thereby. In addition, if the Supplier fails to furnish timely disposition instructions, the DISTRICT may dispose of the nonconforming supplies for the Supplier's account in a reasonable manner, in which case the DISTRICT is entitled to reimbursement from the Supplier or from the proceeds for the reasonable expenses of the care and disposition of the nonconforming supplier, as well as for excess costs incurred or to be incurred.

5. Any supplies or parts thereof corrected or furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered.

6. The word "supplies" as used herein includes related services.

7. The rights and remedies of the DISTRICT provided in this clause are in addition to and do not limit any rights afforded to the DISTRICT by any other clause of the Contract.

T. CORRECTION OF WORK.

1. Supplier shall promptly remove from premises all work identified by DISTRICT as failing to conform to Contract, whether incorporated or not. Supplier shall promptly replace and re-execute its own work to comply with Contract documents without additional expense to DISTRICT and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

2. If Supplier does not remove such work within a reasonable time, fixed by written notice, DISTRICT may remove it and may store the material at Supplier's expense. If Supplier does not pay expenses of such removal within ten (10) day's time thereafter, DISTRICT may, upon ten (10) day's written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Supplier.

U. SUPPLIER'S CLAIMS. If the Supplier shall claim compensation for any damage sustained by reason of the acts of the DISTRICT or its agents, Supplier shall, within five (5) days after sustaining of such damage, make to the DISTRICT a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained the Supplier shall file with the DISTRICT an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, Supplier's claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.

V. DISPUTES.

1. In the event of a dispute between the parties as to performance of the work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, Supplier agrees to continue the work diligently to completion. If the dispute is not resolved, Supplier agrees it will neither rescind the Contract nor stop the progress of the work, but Supplier's sole remedy shall be to submit such controversy to determination by a court of the State of California, in Orange County, having competent jurisdiction of the dispute, after the Project has been completed, and not before.

2. DISTRICT may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, DISTRICT shall make such payments on behalf of Supplier. If any payment is so made by DISTRICT, then such amount shall be considered as a payment made under Contract by DISTRICT to Supplier and DISTRICT shall not be liable to Supplier for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. DISTRICT will render Supplier an accounting of such funds disbursed on behalf of Supplier.

3. As an alternative to payment of such claims or obligations, DISTRICT, in its sole discretion, may reduce the total Contract price as provided in the Article entitled "ADJUSTMENTS TO CONTRACT PRICE."

W. DEFAULT.

1. The successful Supplier hereby agrees that time is of the essence in delivery of the items under this contract. The DISTRICT shall hold the Supplier responsible for any damage which it may sustain because of the failure or neglect by the Supplier to comply with any term or condition contained herein.

2. If the Supplier fails or neglects to furnish or deliver any of the materials, equipment, supplies or services listed herein at the prices named and the time and place herein

stated, or otherwise fails or neglects to comply with the terms of the contract, the DISTRICT may, upon written notice to the Supplier, cancel the contract in its entirety or cancel or rescind any and all items affected by such default. The DISTRICT may, whether or not the contract is cancelled in whole or in part, purchase the materials, equipment, supplies or services elsewhere without notice to the Supplier. The prices paid by the DISTRICT at the time such purchases are made shall be considered to be prevailing market prices, and any extra cost incurred by the DISTRICT due to the Supplier's default shall be collected by the DISTRICT from the Supplier and/or the surety on the performance bond.

X. DISTRICT'S RIGHT TO TERMINATE CONTRACT.

1. If the Supplier refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete delivery of said material and/or service within such time, or if the Supplier should file a petition for relief as a debtor, or should relief be ordered against Supplier as a debtor under Title 11 of the United States Code, or if Supplier should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in the time specified, or if Supplier should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, or ordinances or instructions of DISTRICT, or if Supplier or its subcontractors should otherwise be guilty of a substantial violation of any provision of this Contract, then DISTRICT may, without prejudice to any other right or remedy, serve written notice upon Supplier and its surety of DISTRICT'S intention to terminate this Contract, such notice to contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to DISTRICT for the correction thereof be made, this Contract shall upon the expiration of said ten (10) days, cease and terminate. In such case,

   Supplier shall not be entitled to receive any further payment until service is finished or material delivered.

2. In the event of any such termination, DISTRICT shall immediately serve written notice thereof upon surety and Supplier, and surety shall have the right to take over and perform this Contract, provided, however, that if surety within seven (7) days after service upon it of said notice of termination does not give DISTRICT written notice of its intention to take over and perform this Contract or does not commence performance thereof within fifteen (15) days after date of serving such notice of termination by DISTRICT on surety, DISTRICT may take over the work and prosecute same to completion by Contract or by any other method it may deem advisable for the account and at the expense of Supplier, and Supplier and its surety shall be liable to DISTRICT for any excess cost or other damages occasioned the

DISTRICT thereby. Time is of the essence in this Contract. If the DISTRICT takes over the work as hereinabove provided, the DISTRICT may, without liability for so doing, take possession of an utilize in completing the work such materials, appliances, plant, and other property belonging to the Supplier as may be on the site of the work and necessary therefore.

3. If unpaid balance of Contract price shall exceed expense of finishing work, including compensation for additional managerial, and administrative services, such excess shall be paid to Supplier. If such expense shall exceed such unpaid balance, Supplier shall pay difference to DISTRICT.

4. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

Y. OPTION TO EXTEND THE TERM OF THE CONTRACT. This contract is renewable, at the option of the DISTRICT, by giving written notice of renewal to the Supplier within the period specified in the Schedule; provided, that the DISTRICT shall have given preliminary notice of DISTRICT'S intention to renew at least thirty (30) days before this contract is to expire. (Such a preliminary notice will not be deemed to commit the DISTRICT to renewals.) If the DISTRICT exercises this option for renewal, the contract as renewed shall be deemed to include this option provision. However, the total duration of this contract, including the exercise of any options under this clause, shall not exceed **three (3) years**.

Z. PROTECTION OF PERSONS AND PROPERTY. The Supplier shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the DISTRICT.

All work shall be solely at the Supplier's risk with the exception of damage to the work caused by "acts of God" as defined in Government Code Section 4151 (b).

Company Name_____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

IX. SPECIAL TERMS AND CONDITIONS

Each bidder shall review the pizza products listed on the following pages.

All Vendors are required to bid on each item.

AWARD: Award will be on an all or none basis to the single vendor meeting all the terms and specifications, based on product quality, low cost and other specifications as specified in bid documents. Capistrano Unified School District reserves the right to award the bid as deemed necessary and in best interest of the Food and Nutrition Services Department. All vendors are required to quote on each item. A sampling of products will be requested prior to awarding the bid at no charge to the District for taste sampling. Product samples must be same product, of same quality and adhere to exact specifications as outlined in bid documents that will be delivered to middle school sites.

TERM: The term of this base contract is for one-year with an option to extend annually by mutual agreement, and upon Board approval, for a term not to exceed a total of two additional years.

CONTRACT PRICES: Contract prices awarded as a result of this bid shall remain firm for the contract period. No fuel surcharges will be levied during the term of this contract. No additional charges will be allowed over or above the bid prices for packing, transportation, or other miscellaneous charges.

ADDITIONAL ITEMS: The District reserves the right to add related items to or delete items from the contract at any time during the period of the contract. Any items that may need to be added to this bid shall exhibit similar mark-up percentage as all other existing/awarded products on the bid. Any new/additional items must be approved in advanced.

ACCOUNTING: Monthly billing by site and consolidated by product is required. Invoices are required to include delivery site, date of delivery, product name, quantity, unit size, unit price, and Purchase Order number.

Statements for all goods purchased within a calendar month shall be made available on an individual school/site basis. Statements should be sent by the 5th of the month following the month of purchase to the Food and Nutrition Service Accounting Department. Invoices are payable monthly unless otherwise agreed upon by Food and Nutrition Services Department.

Vendor to issue credit for all burnt, inconsistent cuts, and/or late deliveries after the start of lunch.

Company Name_____

ORDERING: Orders will be placed by each site according to their needs. Orders may be called in by school sites one day prior to delivery and up to one hour on day of delivery for additions and/or deletions to order. Items will be purchased on an as needed basis on separate Purchase Orders at any time during the contract period.

SPECIFICATIONS: All pizza products are to be prepared fresh daily, pre-baked, and ready to serve upon delivery.

Products to be free of all trans fats and have whole grain crust.

Each slice must meet USDA meal pattern: 2 ounce protein and 2 ounce grain.

All 15" pizzas are to be cut in 8 equal slices for middle school sites. Consistent, equally cut slices is mandatory. The District reserves the right to reject any whole pizza that is not cut in equal slices and the price of the whole pizza deducted from the invoice.

RIGHT TO INSPECT: District reserves the right to inspect the facilities of a vendor prior to award of the bid, and if representatives of the District determine in their sole discretion after such and inspection that the vendor is not capable of satisfactory performance, their bid will not be considered.

SAMPLES: A sampling of products will be requested prior to awarding the bid at no charge to the District.

LEGAL REQUIREMENTS All products must conform to the provisions set forth in the federal, state, county, and city laws for their production, handling, processing, marketing, and labeling.

SUBSTITUTIONS: The vendor shall state the brand and item number bid. If proposing product "equal to" the brand specified any differences should be clearly noted—include specifications and nutrient analysis. Some specific brands and specifications shown have been established by Food and Nutrition Services Department based on the Department's research and expertise, popularity of the food item, and/or brand name recognition; therefore, alternates may not be considered in circumstances where the menu, recipes, or sales may be effected The District will be the sole judge as to whether the products are, in fact substantially equal to the specifications herein and whether such deviations are acceptable to the District.

DELIVERY REQUIREMENT: Product must be prepared fresh daily, pre-baked, delivered and ready to serve upon delivery.

Deliveries are to be made direct to food service locations in such quantities and at such times as needed. All items must also be available for delivery during the summer months in the quantities required by the District. Deliveries will be required at multiple sites.

Daily deliveries required to middle school sites. listed in Section X, Delivery Sites. Prior to substituting items on an order, Capistrano Unified School District Food and Nutrition Services are to be notified.

Failure to supply the brands specified or to deliver within the time promised may result in cancellation of award. If specified product can be obtained by Food and Nutrition Services from another vendor, Food and Nutrition Services may bill back the vendor any difference in pricing and costs related to having to procure said product elsewhere.

The successful bidder shall have an employee on duty at 7:00 a.m. or an emergency phone number available where errors or lack of delivery can be reported.

All requests from teachers or site administration must be directed to the Food and Nutrition Department at 949-234-9505. Any deliveries to sites from contractor during the school day is in violation of the National School Lunch Program and CUSD Board Policy 5030 Student Wellness Policy, CUSD Board Policy 3554 Competitive Food Sales.

Product must be delivered in insulated containers and containers must be maintained in good sanitary condition. Containers must maintain product at 135 degrees or above at the time of delivery. District designees will check temperatures at the time of delivery. The District reserves the right to reject any pizzas below 135 degrees at the time of delivery.

Delivery vehicles are not allowed on school grounds when students are at recess or break. Deliveries must be made to the school cafeteria. The District will provide a school schedule with delivery times upon the award of the bid.

DRIVING ON PREMISES: Vendor representatives driving motor vehicles on school district grounds will use extreme caution, especially when school is in sessions. Drivers will close any gate or door to which they may have access, both when entering and/or leaving school grounds. Any unusual conditions noted by drivers such as gates or doors found open, evidence of vandalism, etc. should be reported to the Food and Nutrition Department at 949-234-9509.

REBATES/INCENTIVES: Advise what products qualify for manufacturer rebates or incentive programs, such as Scholar Dollars, Cool School Café, etc. Successful vendor must be proactive and search out rebates for the Foods and Nutrition Services Department. Vendors must help redeem rebates by sending reports to the manufacturer of applicable incentive programs.

a. Vendor to advise what action will be taken to maximize rebate and or incentive point accumulation potential with manufacturers and other incentive program(s).

b. Vendor to also specify any promotional or marketing materials that may be available to the District.

Company Name_____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

X. DELIVERY SITES

SCHOOL	DELIVERY SCHEDULE	PREFERRED SERVICE SITES
Aliso Viejo Middle School 111 Park Avenue Aliso Viejo, CA 92656 949-643-0151	Daily	
Arroyo Vista Middle School 23371 Arroyo Vista Rancho Santa Margarita, CA 92688 949-234-5945	Daily	
Bernice Ayer Middle School 1271 Sarmentoso San Clemente, CA 92673 949-369-9742	Daily	
Don Juan Avila Middle School 26278 Wood Canyon Aliso Viejo, CA 92656 949-425-9659	Daily	
Hankey Middle School 27252 Nubles Mission Viejo, CA 92692 949-234-5315	Daily	
Ladera Ranch Middle School 29551 Sienna Parkway Ladera Ranch, CA 92694 949-234-5924	Daily	
Las Flores Middle School 25862 Antonio Parkway Rancho Santa Margarita, CA 92688 949-858-7553	Daily	
Marco Forster Middle School 25601 Camino del Avion San Juan Capistrano, CA 92675 949-234-5901	Daily	
Newhart Middle School 25001 Veterans Way Mission Viejo, CA 92692 949-457-2526	Daily	

Company Name_____

Niguel Hills Middle School 29070 Paseo Escuela, Laguna Niguel, CA 92677 949-234-5368	Daily	
Shorecliffs Middle School 240 Via Socorro San Clemente, CA 92672 949-498-1660	Daily	
Vista Del Mar Middle School 1130 Avenida Talega San Clemente, CA 92673 949-234-5971	Daily	

Company Name_____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

XI. SUSPENSION AND DEBARMENT CERTIFICATION U.S. DEPARTMENT OF AGRICULTURE

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of $100,000. This form is required each time a bid for goods/services over $100,000 is solicited or when renewing/extending an existing contract exceeding $100,000 per year. (Includes Food Service Management and Food Service Consulting Contracts).

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

_____ _____
Name of School Food Authority Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

_____ _____
Printed Name Title Title

_____ _____
Signature Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

Company Name_____

XII. INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the federal procurement small purchase threshold fixed at $100,000) is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non procurement List.

Company Name_____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

XIII. LOBBYING

Certification regarding lobbying for federal grants in excess of $100,000.

Applicants must review the requirements for certification regarding lobbying included in the regulations cited below before completing this form. Applicants must sign this form to comply with the certification requirements under 34 Code of Federal Regulations (CFR) Part 82, "new Restrictions on Lobbying." This certification is a material representation of fact upon which the Department of Education relies when it makes a grant or enters into a cooperative agreement.

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR part 82, for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR part 82, Sections 82.105 and 32.110, the applicant certifies that:

1. 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, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any Federal grant, the entering of into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant of cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an 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," (revised July-1997) in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and sub-contracts) and that all sub-recipients shall certify and disclose accordingly.

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

Applicant:_____ Program:_____

Name and Title of Authorized Representative: _____

Signature: _____Date:_____

ED 80-0013 (Revised June-2004) – U.S. Department of Education

Company Name_____

Disclosure of Lobbying Activities Instructions

Instructions and standard form required for lobbying activities related to federal grants.

Form

Disclosure Form (Doc; 32KB; 1p.)
Standard form for disclosure of lobbying activities, revised 7-97.

Instructions

This disclosure form shall be completed by the reporting entity, whether subawaredee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, sub- grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Including at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

Company Name_____

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action were there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobby Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign a date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection of OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Company Name_____

XV. DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S. C. 1352

1. Type of Federal Action:
   a. contract
   b. grant
   c. cooperative agreement
   d. loan
   e. loan guarantee
   f. loan insurance

2. Status of Federal Action:
   a. bid/offer application
   b. initial award
   c. post-award

3. Report Type:
   a. initial filing
   b. material change

   For material change only:
   Year_____ Quarter_____
   Date of last report_____

4. Name and Address of Reporting Entity:
   Prime_____ Subawardee_____
   Tier_____, if Known:

Congressional District, if known:_____

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known:_____

6. Federal Department/Agency:

Company Name_____

7. Federal Program Name/Description:

CFDA Number, if applicable:_____

8. Federal Action Number, if known:

9. Award Amount, if known: $_____

10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):

b. Individuals Performing Services (including address if different from No. 10a; last name, first name, MI):

11. Information requested through this form is authorized through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Telephone No.:_____

Federal Use Only:

Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

Company Name_____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

XVI. CERTIFICATION BY CONTRACTOR CRIMINAL RECORDS CHECK AB 1610, 1612 and 2102

To the Governing Board of Capistrano Unified School District:

I, _____ certify that:
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.

2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____.
(City) (Date)

_____
Signature

_____
Typed or printed name

_____
Title

_____
Address

_____
Telephone

Company Name_____

XVII. NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or

imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

Company Name_____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

XVIII. DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) Establishing a drug-free awareness program to inform employees about all of the following:
   1) The dangers of drug abuse in the workplace;
   2) The person's or organization's policy of maintaining a drug-free workplace;
   3) The availability of drug counseling, rehabilitation and employee-assistance programs;
   4) The penalties that may be imposed upon employees for drug abuse violations;

c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

Company Name_____

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

_____
Name of Contractor

_____
Signature

_____
Print Name

_____
Title

_____
Date

Company Name_____

XIX. CONFLICT OF INTEREST

All bidders shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

_____
PRINT NAME

_____
SIGNATURE AND DATE

_____
TITLE OF OFFICER

_____
NAME OF COMPANY

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team member(s) or consultant(s) been employed by the DISTRICT in the last three years? [Yes] [No]. If your answer is "Yes", please provide the following information:

   a. Were you a full-time employee? [Yes] [No]
   Part-Time employee? [Yes] [No]
   As-Needed employee? [Yes] [No]
   Consultant? [Yes] [No]
   Or other, please

   Explain:_____

   b. What were the date(s) of your employment/employment contract/consulting contract?

   _____

   c. In which department(s) of DISTRICT did you work?

   _____

   d. Who was/were your Supervisor(s)?

   _____

   e. Please describe your job duties and responsibilities for each DISTRICT position held?

   _____

   f. What was your last date of employment?

   _____

Company Name_____

2. Do any Board of Education Member(s) or District employee(s) have a business position or serve as an Officer(s), Partner(s) or Shareholder(s) in your company? [Yes] [No]. If the answer is "Yes", please provide the following information:

   a. What is the name of the Board Member(s) or employee(s)?

   _____

   b. What is his/her position with your company?

   _____

   c. If a Board of Education Member(s) or employee(s)/Shareholder(s) - what percentage of your company's shares does he/she own?

   _____

3. Are any of your former employee(s), (Consultants) presently employed by the DISTRICT? [Yes] [No]. If the answer is "Yes", please provide the following information for each such employee(s).

   a. What is the name of the former employee(s)?

   _____

   b. What was his/her title at your company?

   _____

   If he/she held more than one position(s) with your company, please provide the title of each positions) held.

   _____

   _____

   c. Please describe his/her duties and responsibilities for each position(s) held at your company?

   _____

   d. What were the date(s) of his/her employment?

   _____

I declare under the Penalty of Perjury under the laws of the State of California that the abovementioned statements are true and correct to the best of my knowledge, and this declaration was executed on this day _____, _____, 20_____; in the
(Month)
_____, _____.
(City) (State)

_____
(Signature)

_____
(Printed Name)

_____