

SPECIAL MEETING

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES**

33122 Valle Road
San Juan Capistrano, CA 92675

August 24, 2010

7:00 p.m.

I. PRELIMINARY

Meeting was called to order by _____

Pledge of Allegiance to the Flag

Board consideration and adoption of the agenda.

Motion by _____ Seconded by _____

ROLL CALL:

Present

Absent

Anna Bryson, President

Ken Lopez-Maddox, Vice President

Jack Brick, Clerk

Ellen M. Addonizio, Member

Larry Christensen, Member

Sue Palazzo, Member

Mike Winsten, Member

CLOSED SESSION COMMENTS

CLOSED SESSION

5:30 p.m.

REPORT ON CLOSED SESSION ACTION

BOARD AND SUPERINTENDENT COMMENTS

PUBLIC COMMENTS TO AGENDA ITEMS ONLY

PUBLIC HEARING: Agenda Item #11– Community Facilities Districts (CFD) 2005-1 Whispering Hills.

RECORDING OF SCHOOL BOARD MEETINGS

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

II. 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 Section 35146 and Government Code Section 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.

III. 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 staff recommend approval of all Consent Calendar items.

GENERAL FUNCTIONS

PAGE #

1. SCHOOL BOARD MINUTES: Approval, minutes of the August 3, 2010, Special Board Meeting.
(Supporting Information)
Contact: Jane Boos, Manager, Board Office Operations 1

CURRICULUM & INSTRUCTION

2. SPECIAL EDUCATION: Approval, nonpublic school and agency contracts.
(Supporting Information)
Contact: Candy Miller, Special Education Consultant 3
3. EXPULSION READMISSIONS: Approval, readmission of students from expulsion.
(Supporting Information)
Contact: Julie Hatchel Assistant Superintendent, Education 5
4. COURSE OFFERINGS: Approval, 2010-2011 Adult and Community Education course offerings.
(Supporting Information)
Contact: Julie Hatchel Assistant Superintendent, Education 7
5. OUTDOOR SCIENCE: Approval, student participation in outdoor science education activities offered by the Orange County Department of Education.
(Supporting Information)
Contact: Julie Hatchel Assistant Superintendent, Education 17
6. CARL PERKINS APPLICATION: Approval, 2010-2011 application for funding through Carl Perkins Career and Technical Education Improvement Act of 2006.
(Supporting Information)
Contact: Julie Hatchel Assistant Superintendent, Education 19

BUSINESS & SUPPORT SERVICES

7. LEASE/PURCHASE FINANCING AGREEMENT: Approval, authorization to enter into a lease/purchase financing agreement with Key Government Finance, Cisco Capital's Financing Partnership.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services 35
8. SALARY REDUCTION: Approval, of Addendum to employment contract of Deputy Superintendent, Business and Support Services.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services 59
9. CONSULTING AGREEMENTS: Approval, Consulting Agreements Listing.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services 65

PERSONNEL SERVICES

10. **MENTOR PROGRAM:** Approval, Teacher Preparation Pipeline (TPP) program agreement with Saddleback College.
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel

71

Motion by _____ Seconded by _____
ROLL CALL:
Trustee Addonizio _____ Trustee Palazzo _____
Trustee Brick _____ Trustee Lopez-Maddox _____
Trustee Christensen _____ Trustee Winsten _____
Trustee Bryson _____

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.

IV. DISCUSSION/ACTION

11. **COMMUNITY FACILITIES DISTRICT 2005-1 (WHISPERING HILLS) – PUBLIC HEARING CONTINUED:** Consideration and Approval, reducing special taxes of Community Facilities District (CFD) 2005-1 (Whispering Hills) hereafter CFD No. 2005-1, termination thereof and initiation of additional proceedings. Resolution No. 1011-14.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

DISCUSSION/
ACTION
Vote ____
Page 75

Motion by _____ Seconded by _____
ROLL CALL:
Trustee Addonizio _____ Trustee Palazzo _____
Trustee Brick _____ Trustee Lopez-Maddox _____
Trustee Christensen _____ Trustee Winsten _____
Trustee Bryson _____

12. **CAPISTRANO VALLEY HIGH SCHOOL THEATER:** Consideration and approval, authority to advertise Bid No. 1011-06 for the Capistrano Valley High School Performing Arts Theater.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

DISCUSSION/
ACTION
Vote ____
Page 85

V. ADJOURNMENT

THE NEXT REGULAR MEETING OF THE GOVERNING BOARD WILL BE HELD ON TUESDAY, SEPTEMBER 14, 2010, 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

VI. CLOSED SESSION

REVISED
8-20-10

13. Closed Session (as authorized by law)

A. CONFERENCE WITH LEGAL COUNSEL–EXISTING LITIGATION

Number of cases: Three Cases

(Pursuant to Government Code §54956.9{a})

Case No. 1

Superior Court of the State of California

County of Orange

Case No. 00300788

Whispering Hills LLC v. Capistrano Unified School District

Case No. 2

Superior Court of the State of California

County of Orange – Central Justice Center

Case No. 00180049

Petition for Writ of Mandate Pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Section 21000, et seq.

City of Mission Viejo, a municipal corporation v. CUSD

Case No. 3

Superior Court of the State of California

County of Orange – Central Justice Center

Case No. 00207543

Petition for Writ of Mandate Pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Section 21000, et seq.

City of Rancho Santa Margarita, a municipal corporation, v. CUSD

B. LIABILITY CLAIM

Claimant: Claim No. 09-74594DP - Webb

(Pursuant to Government Code §54956.9{a})

C. STUDENT EXPULSIONS – Items C-1 through C-3

Deliberation of Administration Panel's

Findings of Fact and Recommendation.

(Pursuant to Education Code §48918)

D. STUDENT DENIAL OF EARLY READMISSION

Case #2010-042

(Pursuant to Education Code §48916)

E. STUDENT DENIAL OF READMISSION

Case #2009-137

(Pursuant to Education Code §48916)

F. CONFERENCE WITH LABOR NEGOTIATOR

Dr. Joseph M. Farley/Jodee Brentlinger/Ron Lebs

Employee Organization:

1) Capistrano Unified Education Association (CUEA)

2) Capistrano School Employees Association (CSEA)

(Pursuant to Government Code §54957.6)

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – SPECIAL MEETING
AUGUST 3, 2010
EDUCATION CENTER – BOARD ROOM

President Bryson called the meeting to order at 5:30 p.m. The Board recessed to closed session to: confer with Legal Counsel regarding Existing Litigation (three cases); confer with Labor Negotiator regarding CSEA/CUEA/Teamsters negotiations; and discuss Public Employee Performance Evaluation.

The Regular Meeting of the Board reconvened to open session and was called to order by President Bryson at 7:04 p.m.

The Pledge of Allegiance was led by Trustee Christensen.

Present: Trustees Addonizio, Brick, Bryson, Christensen, Lopez-Maddox, Palazzo, and Winsten

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 Lopez-Maddox, seconded by Trustee Addonizio, and carried by a 7-0 vote to adopt the Board agenda. **Adoption of the Board Agenda**

President Bryson reported the following action taken during closed session: **President's Report From Closed Session Meeting**

Agenda Item #6 A-1 – Conference with Legal Counsel – Existing Litigation: Whispering Hills LLC v. Capistrano Unified School District. No action was taken.

Agenda Item #6 A-2 & 3 - Conference with Legal Counsel – Existing Litigation: City of Mission Viejo v. CUSD and City of Rancho Santa Margarita v. CUSD. No action was taken.

Agenda Item 6 B – Negotiations: CSEA/CUEA/Teamsters: No action was taken.

Agenda Item 6 C – Public Employee Performance Evaluation — Superintendent: No action was taken.

Dr. Farley stated that he had completed his first month as Superintendent and thanked Trustees for the opportunity and for their positive comments. **Board and Superintendent Comments**

President Bryson commented that working with Dr. Farley is a revelation of talent, expertise, and knowledge, of every facet of the world of education.

President Bryson asked Trustees for items they wished to pull from the Consent Calendar. No items were pulled. **Items Pulled from the Consent Calendar**

The following speaker addressed the Board on Consent Item not pulled by Trustees:

Item #5 Qualifications and Proposals

- John Novak stated he was discouraged that the San Juan Hills High School stadium and track project was not listed in the RFQ. Mr. Novak asked Trustees to keep both the pool and stadium projects on their radar.*

Trustee Addonizio clarified that the pool and track/bleachers were two separate projects and will be considered as two separate items by the Board. Trustee Winsten confirmed with Ron Lebs, Deputy Superintendent, Business and Support Services, that the pool had already gone out for bid and staff would be bringing the item to Trustees at the next Board meeting. Trustee Winsten added that the stadium project was being actively worked on.

CONSENT CALENDAR

It was moved by Trustee Addonizio, seconded by Trustee Lopez-Maddox, and motion carried unanimously to approve the following Consent Calendar items:

Revisions to the 2010/2011 School Calendar.

**2010/2011 School
Calendar Revisions
Agenda Item 1**

~~Proposed 2011/2012 School Calendar.~~ This item was pulled off the agenda listing on 8/2/10 and will be brought back to a future meeting.

**2011/2012 School
Calendar
Agenda Item 2**

Renewal of Use of Facilities Agreement with Journey Charter School at Foxborough.

**Use of Facilities
Agreement
Agenda Item 3**

Capistrano Unified Management Association (CUMA) 2010-2011 Salary Reductions.

**Salary Reduction
Agenda Item 4**

Advertise for Request for Qualifications and Proposals (RFQ-P) No. 2-1011, Construction Manager/Owner's Representative.

**Qualifications and
Proposals
Agenda Item 5**

ROLL CALL: AYES: Trustees Addonizio, Brick, Bryson, Christensen, Lopez-Maddox, Palazzo, and Winsten

NOES: None

ABSENT: None

ABSTAIN: None

The Board recessed at 7:10 p.m. to conclude the discussion on the Superintendent's performance evaluation.

The meeting adjourned at 7:57 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 24, 2010

TO: Joseph M. Farley, Superintendent

FROM: Candy Miller, Interim SELPA Director

SUBJECT: **APPROVAL: SPECIAL EDUCATION: NONPUBLIC SCHOOL
AND AGENCY CONTRACTS**

BACKGROUND INFORMATION

In accordance with Title 5, California Administrative Code, Sections 3060 through 3070, and California Education Code, Section 56365, Capistrano Unified will be providing contracted services for eligible special education pupils. When nonpublic school services are to be provided at District expense, Title 5, Section 3062 requires that the local education agency develop a contract with the service provider.

CURRENT CONSIDERATIONS

This agenda item recommends approval of student related educational services, tuition, and parent reimbursement for special education students.

FINANCIAL IMPLICATIONS

Funds for these services are designated from the general fund. At the present time, the district receives approximately \$500 per ADA from the state's share under AB602, which is substantially below the aggregate cost of these required services.

Total Special Education Non Public School and Agency contracts for the August 10, 2010 Board Meeting is \$15,300.00.

STAFF RECOMMENDATION

It is respectfully recommended the Board of Trustees approve the following contracts:

SPECIAL EDUCATION

Aug 24, 2010

Page 2

- | | | |
|----|-----------------------|----------------------|
| 1. | PARENT REIMBURSEMENT: | |
| | Provider: | Parents |
| | Student: | 1 Student |
| | Service: | Educational Expenses |
| | Date of Agreement: | 12/02/09 |
| | Total Cost: | \$300.00 |
| 2. | PARENT REIMBURSEMENT: | |
| | Provider: | Parents |
| | Student: | 1 Student |
| | Service: | Educational Expenses |
| | Date of Agreement: | 08/10/10 |
| | Total Cost: | \$15,000.00 |

Justification
Mandated by Settlement
Agreement

Justification
Mandated by Settlement
Agreement

**TOTAL SPECIAL EDUCATION: NONPUBLIC SCHOOL AND AGENCY
CONTRACTS FOR THE AUGUST 24, 2010 BOARD \$15,300.00.**

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 24, 2010

TO: Dr. Joseph M. Farley, Superintendent
FROM: Julie Hatchel, Assistant Superintendent, Education
SUBJECT: **EXPULSION READMISSIONS**

Due to the confidential nature of this item, the supporting information for this item is provided to Trustees under separate cover.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 24, 2010

TO: Joseph M. Farley, Superintendent

FROM: Julie Hatchel, Assistant Superintendent, Education Division

SUBJECT: **APPROVAL: 2010/11 ADULT AND COMMUNITY EDUCATION COURSE
OFFERINGS**

BACKGROUND INFORMATION

Education Code Section 52515 requires that school district governing boards approve the state-supported courses offered through Adult Education each year. These titles must also be approved by the California Department of Education.

Each year the Adult School administration and faculty review the previous year's course offerings, the requirements of the state of California and the Capistrano Unified School District, and the needs of the residents in the communities that CUSD serves. Based on this information, the Adult School presents for Board approval its course offerings for the 2010/11 school year.

CURRENT CONSIDERATIONS

This agenda item recommends approval of the 2010/11 Adult and Community Education course offerings.

Adult Education courses are funded by state apportionment, fees paid by students, and federal Workforce Investment Act grant funds. Attached is the list of state-supported courses (Exhibit A), which has been approved by the California Department of Education for the 2010/11 school year. Also attached is the list of the approved courses, including their CUSD course titles and proposed fees, for the 2010-11 school year (Exhibit B).

Community Education classes are supported entirely by fees paid by students. Attached is the list of the Community Education fee-based courses to be offered in 2010/11 (Exhibit C).

FINANCIAL IMPLICATIONS

There are no financial implications to this Board item.

STAFF RECOMMENDATION

It is respectfully recommended that the Board of Trustees approve the Adult and Community Education courses to be offered in the 2010/11 school year (Exhibits A, B, and C).

California Department of Education

Date: 07/08/2010
To: Beverly de Nicola
Adult Education Administrator
Capistrano Unified School District
CDS: 30-66464
From: Cliff Moss
Education Programs Consultant
Adult Education Office
916-327-8765



Subject: Course Approval for 2010-11

Your request for approval of the following 57 courses have been received, recorded, and approved for the 2010-11 school year.

Course Number	Course Name	Most Recent Year Course Outline Developed/Updated	Job Market Study Year
1.1001	English Language Arts	2010	---
1.1002	Mathematics	2010	---
1.1003	Science and Health	2010	---
1.1004	Social Studies	2010	---
1.1005	Critical Thinking and Problem-Solving	2010	---
1.1007	Employability and Life Skills	2010	---
1.1009	ABE Multiple Academic Subjects	2010	---
1.2011	English 1	2010	---
1.2012	English 2	2010	---
1.2013	English 3	2010	---
1.2014	English 4	2010	---
1.2015	Literature	2010	---
1.2018	English Language Arts Electives	2010	---
1.2021	Algebra I	2010	---
1.2027	Mathematics Electives	2010	---
1.2030	Earth Science	2010	---
1.2031	Physical Science	2010	---

1.2032	Health & Life Sciences	2010	---
1.2033	General Science	2010	---
1.2034	Biological Science	2010	---
1.2037	Science Electives	2010	---
1.2041	US History	2010	---
1.2042	World History	2010	---
1.2043	American Government	2010	---
1.2044	Economics	2010	---
1.2046	Social Studies/Social Science Electives	2010	---
1.2047	Geography	2010	---
1.2057	Electives	2010	---
1.2058	Test Preparation	2010	---
2.1010	ESL Beginning Literacy	2004	---
2.1020	ESL Beginning (Low-High)	2004	---
2.1030	ESL Intermediate (Low-High)	2004	---
2.1040	ESL Advanced (Low-High)	2004	---
2.1050	ESL Multi Level	2004	---
2.1060	ESL Vocational / Workplace	2004	---
2.1080	Family Literacy ESL	2007	---
2.1090	ESL/Citizenship	2007	---
2.2000	Citizenship Preparation	2007	---
4.2451	Programming and Systems Development	2007	2009
4.2722	Career Preparation	2007	2009
4.4103	Business Financial Management	2010	2010
4.4600	Accounting Services	2008	2010
4.4615	Information Support and Services	2007	2009
4.5558	Network Communications	2007	2009
5.5200	Effective Parenting Techniques	2005	---
5.5300	Parenting for Special Needs	2005	---
5.6100	Family Members Interaction	2007	---
5.7100	Health, Fitness, Nutrition, and Safety	2007	---
5.7300	Clothing Construction	2007	---
5.7400	Home Arts	2007	---
6.6000	Family	2007	---

6.6030	World	2007	---
6.6040	The Arts	2007	---
6.6050	Communication	2007	---
6.6060	Employment	2007	---
6.6070	Technology	2007	---
6.6080	Health and Fitness Literacy	2007	---

You are authorized to claim apportionment for the above courses. It is recommended that you use these Course Titles with your suggested classes listed under them when communicating your program offerings to the public.

Course Outlines for all apportionment classes shall be on file and available for review at the adult school or the district office (5 CCR 10508).

To meet optimum educational standards, these course outlines should contain:

- Goals and purposes
- Performance objectives or competencies
- Instructional strategies
- Units of study, with approximate hours allotted for each unit
- Evaluation procedures
- Clear course completion requirements of established goals and objectives

From EC 1900; 41976; 52506; 52515; 52518; 52570.

For Vocational Education courses:

Before establishing a Vocational or Occupational Education Program, you must conduct a job market study in your market area and have it reviewed every two years to justify the vocational program. Refer to the Job Market Study *in EC 52519; 52520* for more information.

Capistrano Unified School District
San Juan Capistrano, California

August 24, 2010

To: Gail Richards, Executive Director, Secondary Education

From: Beverly de Nicola, Principal, Capistrano Adult and Community Education

SUBJECT: ADULT EDUCATION COURSES APPROVED FOR THE 2010-11 SCHOOL YEAR

The following courses have been approved by the Adult Education Office of the California Department of Education to be offered as needed during the 2010-11 School Year. Course titles are selected from the CDE's Adult Education list. CUSD titles, if different, are shown in parentheses. Also listed are the proposed fees to be charged.

Adult Basic Education Courses
(no high school credit conferred)

Fee: \$29 per semester

English Language Arts
Mathematics
Science and Health
Social Studies
Critical Thinking and Problem Solving
Employability and Life Skills
Adult Basic Education Multiple Academic Subjects

High School Diploma/GED Courses

Fee: \$29 per semester for adults

No charge for concurrent high school students

(Offered in Learning Center, Independent Study, or APEX computer lab)

English 1	Biological Science
English 2	Science Electives
English 3	US History
English 4	World History
Literature	American Government
English Language Arts Electives	Economics
Algebra	Social Studies/Social Science
Mathematics Electives	Electives
Earth Science	Geography
Physical Science	Electives
Health and Life Sciences	Test Preparation
General Science	

Online Classes

Fee: \$129 per course

Health (College and Career Preparation)

Distance Learning—GED Preparation

Fee: \$29 per semester

English as a Second Language

Fee: \$29 per semester

ESL Beginning Literacy
ESL Beginning (Low-High)
ESL Intermediate (Low-High)
ESL Advanced (Low-High)
ESL Multi-level
ESL Vocational/Workplace
Family Literacy ESL (CAFÉ)
ESL Citizenship
Citizenship Preparation

Career and Technical Training

Fee: \$59 per course

Programming and Systems Development
Career Preparation (Computer Office Training)
Business Financial Management (Small Business Training)
Accounting Services (Accounting, Quickbooks)
Information Support and Services (Microsoft Word, Power Point, Excel, Photo Shop,
Google Resources and the Internet, Beginning eBay, Advanced eBay)

CPR Certification
First Aid

Fee: \$39 per course
Fee: \$39 per course

Parent Education

Family Members Interaction
(Mommy and Me, Parent and Me, Parent-Child Participation)
Effective Parenting Techniques
(Parenting the Elementary School-Aged Child)

Fee: \$149/\$169 twins
Fee: \$35 per course

Programs for Older Adults

Family (Grandparent and Me)
Technology for Older Adults
(Internet Experience, Email for Older Adults, Intro to Digital Media, Computer Basics,
"Beyond the Basics" Computers)
Health and Fitness
(Tai Chi Balance and Mobility, Beginning Sun Style Movement, Aerobics)
The Arts
(Mental Fitness, Writers' Circle, Painting in Oils and Acrylics)

Fee: \$120/\$140 twins
Fee: \$39 per course
Fee: \$19 per course
Fee: \$39 per course

Capistrano Unified School District
San Juan Capistrano, California

August 24, 2010

To: Gail Richards, Executive Director, Secondary Education

From: Beverly de Nicola, Principal, Capistrano Adult and Community Education

SUBJECT: **COMMUNITY EDUCATION COURSE OFFERINGS FOR THE 2010-11
SCHOOL YEAR**

The following self-supporting courses are being offered through Community Education during the 2010-11 School Year:

Classes for Children

Academic Chess
Academic Writing for Kids
After School Games
Art Creation
Awesome Artists
Ballet/Jazz Dance – En Tour Dance
Basic Mandarin Chinese
Beginning Guitar
California Chess Academy
Capture the Flag
Cheerleading/Pom
Clay Handbuilding
Cooking
Creative Cooks and Books
Creative Math Fun
Discovery Science Amazing Brain
Box
Discovery Science Cool Chemistry
Fun
Discovery Science Physics Motion
Madness
Discovery Science- WOW
Fit Kids Basketball
Fit Kids Cheerleading
Fit Kids Coed Hip Hop
Fit Kids Flag Football
Fit Kids Flag Football
Fit Kids Lacrosse
Fitness Fun
Fun with Clay
Gymnastics

Happy Feet – A Taste of Dance
Hip Hop
Holiday Art
Homework- Get it Done!
Kid Power- ABC's of Public
Speaking
Mad Science Exploring the Universe
Mad Science Molecule Mania
Mandarin Chinese Continuing
Math with a Twist – Rubic's Cube
Mathnasium Bilingual Instruction
Mathnasium Power Math Workout
OC Art Studios Fine Art Classes
On Camera Acting
PowerPoint Projects
Sandwich Bag Science
Spanish
Sports
ST Math
Voices of the Future
Writing Club
Writing on the Computer
Yoga for Kids
Young Actor's Workshop
Young Rembrandts – Cartoon
Drawing
Young Rembrandts – Draw Amazing
Things
SAT and ACT Test Preparation

Athletic Camps

Aquatics
Baseball
Basketball
Cross Country
Football
Golf
Lacrosse
Soccer
Swimming
Tennis
Volleyball
Waterpolo
Wrestling

Classes for Adults

Beginning Bridge
Chess
Intro to Voiceovers
Jewelry Making
Kindergarten Bootcamp for Parents
Mosaic Masterpieces
Oil Painting
Spanish
Tap Dance
Toddler Time
Write Your Memoirs
Yoga

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 24, 2010

TO: Joseph M. Farley, Superintendent
FROM: Julie Hatchel, Assistant Superintendent, Education Division
SUBJECT: **OUTDOOR SCIENCE SCHOOL PARTICIPATION
ORANGE COUNTY DEPARTMENT OF EDUCATION**

BACKGROUND INFORMATION

District elementary schools routinely participate in Orange County Department of Education outdoor science school and field programs. These programs range from a 45-minute presentation by a traveling naturalist, appropriate for a kindergarten audience, to a five-day outdoor science school in the San Bernardino mountains for 5th and 6th graders.

CURRENT CONSIDERATIONS

This agenda item requests Board approval of student participation in outdoor education activities offered by the Orange County Department of Education for the 2010/2011 school year.

FINANCIAL IMPLICATIONS

There is no financial impact related to the District budget. Funds for the program will be raised through class and parent organization fund raisers. All students will be permitted to participate in the Orange County Department of Education's Outdoor Science School and field programs. No student will be denied participation due to an inability to pay.

STAFF RECOMMENDATION

It is respectfully recommended that the Board of Trustees approve participation in the Orange County Department of Education's Outdoor Science School.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 24, 2010

TO: Joseph Farley, Superintendent

FROM: Julie Hatchel, Asst. Superintendent, Education

SUBJECT: **APPROVAL: APPLICATION FOR 2010-2011 FUNDING - CARL PERKINS CAREER AND TECHNICAL IMPROVEMENT ACT**

BACKGROUND INFORMATION

Capistrano Unified School District has received funds through the Carl D. Perkins Career and Technical Education Improvement Act of 2006 for several years. This federal funding is provided to support career technical education to students that aligns with the state's CTE Model Curriculum Standards and Framework and includes business and industry involvement. Career/Technical Education courses are taken by a wide range of CUSD students who complete courses aligned with career areas leading to post-secondary options, which may include technical schools, community colleges, and/or 4 year colleges. Funds may be used to purchase equipment and materials required to reflect industry standards for particular career pathways, and professional development necessary to ensure instructor proficiency.

Capistrano Unified currently offers CTE programs at all of its high school campuses, including Serra H.S. Examples of these CTE programs include the Auto Academy at San Clemente High School, the Animation/Digital Media program at Aliso Niguel High School, and the Health/Medical Occupations academy at Dana Hills High School. Many courses within these sequences also meet a-g requirements for entrance into UC schools. These programs provide course sequences that guide students through a career pathway, and lead to post-secondary placement within high-demand, high pay industry sectors.

The District submitted its annual report application for funding in May. This application included a review of progress made along the goals outlined within the Carl Perkins Local Plan as well as additional goals for the program. Additionally, the application specified the expenditure plan that will be implemented during the upcoming school year (2010-2011). Reflected within the application was the allocation amount of \$205,751, based on the initial funding information shared by the California Department of Education (CDE). The attached application and budget represents the District's actual allocation of \$207,661.

CURRENT CONSIDERATIONS

This agenda item requests Board approval of the 2010-2011 Application for Funding through Carl Perkins Career and Technical Education Improvement Act of 2006 (Exhibit A).

FINANCIAL IMPLICATIONS

According to the California Department of Education, Capistrano Unified will receive an allocation of \$207,661. Funds will be used to support the goals of the Carl Perkins Local Plan (2008-2012) and in accordance with the guidelines set forth in Carl Perkins regulations.

STAFF RECOMMENDATION

It is respectfully recommended the Board of Trustees approve the 2010-2011 Application for Funding through Carl Perkins Career and Technical Education Improvement Act of 2006.

CALIFORNIA DEPARTMENT OF EDUCATION
Secondary, Career, and Adult Learning Division
CDE 100 (12/09)

DUE DATE: May 1, 2010

Carl D. Perkins Career and Technical Education Improvement Act of 2006
APPLICATION FOR 2010–11 FUNDING

Local Educational Agency (LEA): Capistrano Unified School District		County-District (CD) Code: 30-66464
Address of LEA: 33122 Valle Road San Juan Capistrano CA 92675		Check Appropriate Box: <input type="checkbox"/> Sec. 112 - State Institutions <input checked="" type="checkbox"/> Sec. 131 - Secondary <input type="checkbox"/> Sec. 132 - Adult/ROCP
Name of LEA Superintendent or Chief Administrator: Roberta Mahler, Interim Superintendent		
Allocation Amount: \$ 207,611.00		Board Approval Date: August 24, 2010
Name of Perkins Coordinator: Kim Bailey Title: Director, Instructional Support & Staff Development	Telephone Number: 949-234-9408 Extension: Fax Number: 949-489-0467 E-mail Address: kbailey@capousd.org	
Perkins Coordinator's Address (If different from LEA address above):		

CERTIFICATION: I hereby certify that all state and federal rules and regulations will be observed and that the assurances and certifications related to this program are accepted as the conditions in the operation of this program. The funds associated with this application will support the implementation of our 2008–2012 local Career Technical Education (CTE) Plan and provide a program that is of sufficient size, scope, and quality to effectively address the career preparation needs of our students. This funding will supplement state and local CTE funds and improve, enhance, or expand our CTE programs in the 2010–11 school year. I certify that, to the best of my knowledge, the information contained in this application is correct and complete.

Printed Name of Superintendent or Designee: Dr. Joseph Farley, Superintendent	Title (If not superintendent):
Signature of Superintendent or Designee:	Date:

SECTION III: Assessment of Career Technical Education programs (core indicators) SECONDARY
Instructions are on page 19 of the Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2010–11 Request
for Application.

Secondary (continues on page 5)

Core Indicator	Definition	LEA Level 2007/08	LEA Level 2008/09	State Level 2008/09	90% or more of the State level
1S1 Academic Attainment- Reading/ Language Arts	Numerator: Number of 12th grade CTE concentrators who have met the proficient or advanced level on the English-language arts portion of the California High School Exit Examination (CAHSEE). Denominator: Number of 12th grade CTE concentrators.	66.88%	71.05%	23.0%	20.7%
					<input checked="" type="checkbox"/> Yes
1S2 Academic Attainment- Mathematics	Numerator: Number of 12th grade CTE concentrators who have met the proficient or advanced level on the mathematics portion of the CAHSEE. Denominator: Number of 12th grade CTE concentrators.	62.63%	70.52%	22.0%	19.8%
					<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2S1 Technical Skill Attainment	Numerator: Number of CTE concentrators enrolled in a capstone CTE course who received an "A", "B", or "C" grade in the course, or received an industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards. Denominator: Number of CTE concentrators enrolled in capstone CTE courses during the reporting year.	43.97%	96.19%	53.0%	47.7%
					<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3S1 Secondary	Numerator: Number of 12th grade CTE concentrators who earned	95.92%	97.81%	85.5%	76.95%

Core Indicator	Definition	LEA Level 2007/08	LEA Level 2008/09	State Level 2008/09	90% or more of the State level
School Completion	a high school diploma, or other state-recognized equivalent (including recognized alternative standards for individuals with disabilities). Denominator: Number of 12th grade CTE concentrators who left secondary education during the reporting year.				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4S1 Student Graduation Rate	Numerator: Number of 12th grade CTE concentrators who, in the reporting year, were included as graduated in the states computation of its graduation rate. Denominator: Number of 12th grade CTE concentrators.	%	97.81%	83.2%	74.88% <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5S1 Secondary Placement	Numerator: Number of 12th grade CTE concentrators who left secondary education during the reporting year and entered postsecondary education or advanced training, military service, or employment, as reported on a survey six months following graduation. Denominator: Number of 12th grade CTE concentrators who left secondary education during the reporting year and responded to a follow-up survey.	98%	99.08%	78.0%	70.2% <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6S1 Non-traditional Participation	Numerator: Number of CTE participants from underrepresented gender groups who were enrolled in a program sequence that leads to employment in nontraditional fields. Denominator: Number of all CTE participants enrolled in a program sequence that leads to employment in nontraditional fields.	47.36%	47.36%	23.0%	20.7% <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Core Indicator	Definition	LEA Level 2007/08	LEA Level 2008/09	State Level 2008/09	90% or more of the State level
6S2 Non-traditional Completion	<p>Numerator: Number of CTE concentrators from underrepresented gender groups enrolled in a capstone CTE course that leads to employment in a nontraditional field who received an "A", "B", or "C" grade in the course, or received an industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards.</p> <p>Denominator: Number of all CTE concentrators enrolled in a capstone CTE course that leads to employment in nontraditional fields.</p>	17.75%	48.41%	18.0%	16.2%
					<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SECTION IV: Progress Report Toward Implementing the Local CTE Plan

The implementation of every LEA's local CTE plan directly affects the implementation of the State CTE Plan. Through the five-year duration of Perkins IV, 2008–2013, LEAs will report on the progress they have made toward implementation of their local CTE plan. This progress report is an opportunity to reflect on the goals outlined in the local CTE plan as well as noting the successes and challenges that occurred during the 2009–10 school year.

Additionally, the LEA should set measurable CTE outcomes for the 2010–11 school year based on what has been learned and the core indicator data reported in Section III.

LEA personnel must respond to the following prompts or questions:

- 1. In the 2009–10 application (Section IV, question 3), the LEA identified three goals from the local CTE plan on which it would focus during the 2009–10 school year. What progress has the LEA made toward achieving those specific goals? How has the LEA improved, enhanced, or expanded CTE for students during 2009–10?**

Goal Area 1. Create additional career pathways.

Work has begun at San Juan Hills High School to create an Education pathway leading to matriculation at Saddleback College. Currently, this pathway is in the exploration stage, but it is anticipated that the school, which will have its first senior year next year, will move forward with planning. The school is working with Project Tomorrow's *Youth Teach2Learn* program and will build upon the initial seeds that it has planted.

Additionally, Dana Hills High School and San Juan Hills high schools have refined the courses offered within current pathways, including the performing arts pathway, and the Health and Medical Occupations (HMO) pathway.

Goal Area 2. Seek additional certifications/articulation agreements.

This year, significant emphasis was placed on increased articulation of CTE classes through Saddleback College. Working collaboratively with CTE leadership from the college, additional courses were identified for potential articulation, and specific articulation activities were created to ensure curricular alignment and equity in rigor across courses. Articulation agreements have been expanded this year, and additional courses have been earmarked for inclusion later this spring, pending agreement from the college faculty. The student handbooks at each high school indicate which courses are articulated, and academic advisors at each of the school sites have received information in support of student participation in those classes.

Additionally, the San Clemente High School Automotive Academy has identified a potential area to provide initial mechanic certification through its automotive pathway by expanding the program to include a senior year internship and opportunity to take first level ASE certification. This will help attain the goal of allowing our students to be industry certified upon high school graduation, and having reached their eighteenth birthday. This traditionally has not been accomplished until after students graduate due to the inability to meet the work experience requirement. The senior internship will now allow students to qualify for the first level certification and take the exam prior to leaving school.

Goal Area 3. Implement initial steps to develop a biotechnology pathway at Dana Hills High School.

This year, the staff at Dana Hills High School has prepared to offer the biotechnology class in the 2010-11 School Year. The course outline has been approved and placed on the master calendar, and materials have been purchased.

Other enhancements to Career/Technical Education programs:

Broadcast Journalism/Video Production: The CTE Digital Media Pathways have been enhanced with Perkins Funds by allowing the purchase a Panasonic HPX 170 High Definition camera, editing station and supporting equipment. This has allowed students to shoot in HD and produce a Blu Ray disc at the end of the program. High definition filming, editing, and Blu Ray authoring is a new program to the Digital Media Pathway.

The updated computer allowed students to edit the large HD file sizes. The cameras allowed students real life experiences with professional quality broadcast type cameras. Former students that have graduated and work in the broadcast industry use the same camera.

Also, during the 2010-11 school year, the video/television production teachers participated in a weeklong professional development experience designed to enhance their skills in the training of high definition production. They completed the training and also received high definition video cameras, which were utilized in the programs. In June, 2010, the participations will reconvene for a culminating activity during which student products developed with the equipment will be shared.

Digital Photography: Capistrano Valley High School received a Seconic light meter which has helped Photography students conduct formal portrait development. They now have five full film still photography classes and used VEA monies on the new Digital Photography classes offered for the first time this year. The San Juan Hills High School Digital Photography program has been greatly enhanced this year thanks to the CTE funding. They expanded from 1 section of Digital Photography 1A/1B to 4 sections and added an Advanced

Digital Photography course. Within the courses, they upgraded to 8 DSLR cameras to provide hands on experience for all students and purchased tripods to provide students with experience in aperture and shutter speed settings. Additionally, the program now provides students with greater access to a professional quality camera and lenses and has expanded the curriculum to include more real world photography lessons such as wedding, sports, macro and product photography.

CTE Learning Community: District CTE teachers met to examine its priorities for the year, and provided input for the strategic plan. We also created articulation days for the various pathways within the district and provided release time for the teachers to meet and discuss strategies for enhancing their programs.

Additional articulation agreements with Saddleback Community College were obtained for CTE courses, including Video Production 1A/1B and TV/Broadcast Journalism. My students in this class have participated as finalists in student film festivals sponsored by Saddleback College this year as well as participating in an online video contest to create “commercials” or public service announcements designed to raise awareness on environmental topics. Finally, I was a participant last summer in a one-week intensive course known as the “Video Boot Camp” at Saddleback Community College.

2. During the 2009–10 school year, how has the LEA’s CTE Advisory Committee been involved in the ongoing development, implementation, and evaluation of CTE programs?

One of the most significant accomplishments of the CTE Advisory Committee was to provide input to the district’s strategic plan. Their input, along with that of other stakeholder groups, gave clear direction that a sole emphasis on students’ a-g completion was not sufficient in preparing students, and that there needed to be continued emphasis on Career Technical Education. This input was incorporated into the draft strategic plan as a specific strategy in support of Academic Achievement and Enrichment, and reads as follows:

Strategy 4: Increase opportunities for and participation in coursework aligned to career pathways.

2010-11 Objectives:

- Identify areas for expansion of Career Technical Education (CTE) pathways within the district’s course of study.
- Identify additional CTE courses that meet eligibility for articulation with community colleges.
- Provide training and informational resources to staff, students, and parents regarding the availability of CTE pathways leading to higher learning opportunities and employability.

3. What is the status of Career Technical Student Organizations (CTSOs) in the LEA's CTE programs? How has the LEA embedded leadership development in all CTE courses?

There has been districtwide effort to increase student leadership opportunities through our CTSO's. The most successful in these efforts has been through the Automotive Academy at San Clemente and Aliso Niguel High Schools. On a less formal level, students have embedded leadership opportunities in all CTE classes. For example, students are given responsibility to plan and execute catering events, productions, or create "commercials" or public service announcements designed to raise awareness on environmental topics.

4. Identify at least three measurable outcomes from the local CTE plan on which the LEA will focus in 2010–11.

1. Increase enrollment in existing CTE courses by communicating more specifically with parents and students transitioning from middle to high school.
2. Expand CTE pathways at San Juan Hills High School with an emphasis on those considered non-traditional (Development year in 2010-11 with implementation of year 1 in 2011-12).
3. Expand course offerings within the video/graphic production pathway at Tesoro High School.
4. Ensure that CTSO's and/or specific student leadership is embedded within all CTE courses.

Section V: Sequence of Courses to be Funded with Perkins IV in 2010–11

Instructions are on page 22 of the Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2010–11 Request for Application

Only sequences of courses identified in the LEA's approved Local CTE Plan, added or modified in the 2009–10 application, or submitted in Section VII (Local CTE Plan Update) of this application can be supported by Perkins IV funds.

Industry Sector	Career Pathway	School Site Where the Sequence Is Offered	Amount of Perkins Funding Allocated to this Sequence	Page # in Local CTE Plan
Hospitality, Tourism, Recreation	Food Service/Hospitality	Aliso Niguel HS	\$9500	38
Hospitality, Tourism, Recreation	Food Service/Hospitality	Dana Hills HS	\$9500	38
Hospitality, Tourism, Recreation	Food Service/Hospitality	Serra HS	\$9500	38
Health, Science, and Medical Technology	Diagnostic Services/Health Information	Dana Hills High School	\$10,000	39
Transportation	Vehicle Maintenance Service & Repair	Aliso Niguel High School	\$9,000	40
Transportation	Vehicle Maintenance Service & Repair	San Clemente High School	\$9,000	40
Arts, Media, Entertainment	Media/Design Arts	Aliso Niguel HS	\$9000	41
Arts, Media, Entertainment	Media/Design Arts	Capistrano Valley	\$9000	41
Arts, Media, Entertainment	Media/Design Arts	Dana Hills HS	\$9000	41

Arts, Media, Entertainment	Media/Design Arts	San Clemente HS	\$9000	41
Arts, Media, Entertainment	Media/Design Arts	San Juan Hills HS	\$9000	41
Arts, Media, Entertainment	Media/Design Arts	Serra HS	\$9000	41
Education, Child Development, and Family Services	Child Development – Education	San Clemente High School	\$9000	43

Program Year: 2010 - 2011
BUDGET AND EXPENDITURE SCHEDULE

Local Educational Agency (LEA): Capistrano Unified School District

C/D Code: 30 / 66464

Authorized Signature:

Date: 6/15/2010 (revised allocation)

Select One

☒ ORIGINAL BUDGET
☐ END-OF-YEAR CLAIM

Total Allocation: \$207,611
Indirect Cost Rate: 4.03%
Maximum Indirect Allowable: \$8,042

Funding Source and Purpose:

Section 112 - State Institutions
Section 131 - Secondary
Section 132 - ROC/P & Adult

Object of Expenditure Classifications	(A) Instruction (including Career Technical Student Organizations)	(B) Professional Development	(C) Curriculum Development	(D) Transportation & Child Care For Economically Disadvantaged Participants	(E) Special Populations Services	(F) Research Evaluation & Data Development	(G) Guidance & Counseling	(H) Administration or Indirect Cost	(I) Total
Percentage of grant expenditures allowed	At Least 85% of the grant must be spent in these areas								
1000 Certificated Salaries		\$9,000	\$16,800						\$25,800
2000 Classified Salaries						\$10,000			\$10,000
3000 Employee Benefits		\$1,000	\$1,900			\$2,500			\$5,400
4000 Books / Supplies	\$119,950					\$14,000			\$133,950
5000 Services / Operating Expenditures	\$3,200	\$20,500					\$2,500		\$26,200
6000 Capital Outlay									\$0
7000 Indirect Costs								\$6,261	\$6,261
Total	\$123,150	\$30,500	\$18,700	\$0	\$0	\$26,500	\$2,500	\$6,261	\$207,611

See instructions on page 22 of the Carl D. Perkins Career & Technical Education Improvement Act of 2006, 2010-11 Request for Application

SECTION VI: Perkins IV Budget Narrative for the 2010-2011 funds

OBJECT #	EXPENDITURE DESCRIPTION	AMOUNT
1000	Certificated Salaries	
	Substitutes costs for 3 days per CTE teacher to attend workshops and conferences pertinent to their career/industry sector - Rate varies dependent upon whether sub is a RIF'd employee (ranges from \$90 to \$200/day)	\$ 7,000.00
	Additional hours for counselors to attend professional development re: CTE offerings	\$ 2,000.00
	Additional Assignment hours (10 per teacher @ \$30/hour) for articulation, professional development, and development of new career pathways	\$ 15,000.00
	Substitutes for 3 teachers for 4 days each to develop new career pathway curriculum at San Juan Hills HS	\$ 1,800.00
	Subtotal for 1000 category	\$ 25,800.00
2000	Classified Salaries	
	Clerical for data development, research, and related activities (.1 FTE clerk time)	\$ 10,000.00
	Subtotal for 2000 category	\$ 10,000.00
3000	Benefits	\$ -
	Certificated allocation (11.33% for substitutes and additional assignment hours.	\$ 2,900.00
	Classified allocation (21% plus H&W (\$922)	\$ 2,500.00
	Subtotal for 3000 category	\$ 5,400.00
4000	Books and Supplies -	
	Non-capitalized Equipment for CTE Programs as indicated in Section III of this application.	
	Data Collection Software	\$ 14,000.00
	HD Cameras	\$ 24,000.00
	Modernization of Foods room	\$ 8,000.00
	Printer/supplies	\$ 2,500.00
	Tripods and camera supports	\$ 2,200.00
	Audio Equipment	\$ 4,000.00
	Benches/stools for culinary rooms	\$ 10,000.00
	Biotech equipment and supplies (new class being offered)	\$ 6,000.00
	Computer stations/editing equipment	\$ 15,000.00
	Commercial Culinary work tables and equipment replacement	\$ 10,000.00
	Multimedia station for demonstrations	\$ 2,500.00
	Gas cooktop with salamander	\$ 7,000.00
	Lighting devices for photography	\$ 2,500.00
	Software and licenses for desktop publishing, etc.	\$ 5,000.00
	Music production software and equipment	\$ 7,500.00
	Early childhood materials	\$ 3,000.00
	Editing software	\$ 3,250.00

	Automotive equipment and diagnostic software	\$ 7,500.00
	Subtotal for 4000 category	\$ 133,950.00
5000	Services and other operating expenditures:	
	Transportation	\$ 3,200.00
	Travel and Conferences to attend state and local conference	\$ 15,500.00
	Printing for CTE posters and brochures	\$ 2,500.00
	Instructor training courses for specific industry sectors	\$ 5,000.00
	Subtotal for 5000 category	\$ 26,200.00
6000	Capital Outlay (list items below)	
	Subtotal for 6000 category	\$ -
7000	Indirect @ % (minus capital outlay)	\$ 6,261.00
	GRAND TOTAL	\$ 207,611.00

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 24, 2010



TO: Joseph M. Farley, Superintendent

FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services

SUBJECT: **APPROVAL: AUTHORIZATION TO ENTER INTO A
LEASE/PURCHASE FINANCING AGREEMENT WITH KEY
GOVERNMENT FINANCE, CISCO CAPITAL'S FINANCING PARTNER**

BACKGROUND INFORMATION

In 2001, the Children's Internet Protection Act (CIPA) federal law was enacted by Congress to prevent access to offensive content over the Internet on school computers. The CIPA law imposes specific requirements on schools that receive funding for Internet access or internal connections from the E-rate program. CUSD has received E-rate discounts since the program's inception and therefore is required to meet CIPA compliance laws.

Schools subject to CIPA may not receive discounts offered by the E-rate program unless they certify that they have an Internet safety policy that includes technology protection measures. The protection measures must block or filter Internet access to pictures that are obscene or harmful to minors.

In addition to CIPA law, Board Policy 4040 states that the Superintendent shall ensure that all District computers with Internet access have technology protection measures that prevent access to visual depictions that are obscene or child pornography and that the operation of such measures are enforced.

CURRENT CONSIDERATIONS

This agenda item requests approval of the finance agreement with Cisco Capital's leasing agent for IronPort anti-spam and web security equipment, services, and support to meet and fulfill CIPA compliance and Board Policy 4040. This lease agreement for Cisco services with Key Government Finance, Inc. provides the protective measures which block and filter the District's Internet and e-mail, within reasonable measures, to prevent access to inappropriate content. Exhibit A includes the entire leasing agreement, including the terms and services provided. The leasing agreement has been reviewed and approved by legal counsel.

FINANCIAL IMPLICATIONS

The three year lease-purchase is a licensing agreement for Cisco IronPort services, support, and equipment for both e-mail spam filtering and web security filtering. The total amount of the lease is \$92,678.15 at the fixed interest rate of 3.94%. The annual payment of \$32,114.12 will be budgeted from the general fund. There will not be any increased fiscal impact with this proposed renewal/extension because the District is currently incurring costs for e-mail spam filtering and web security filtering. This is an extension of the existing program.

STAFF RECOMMENDATION

It is respectfully recommended the Board of Trustees approve the lease/purchase agreement with Cisco's leasing agent, Key Government Finance, Inc., for IronPort web security and anti-spam filtering services, Exhibit A.



Key Government Finance, Inc.
1000 South McCaslin Boulevard
Superior, CO 80027-9456

Friday, July 23, 2010

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

Re: Key Government Finance, Inc.

Dear Mr. Salinas:

Enclosed, please find two (2) sets of financing documents for your review and execution. (If these documents were emailed to you, please print out two (2) sets.) Execute both sets and return all of the originals to my attention. **The original sets of the executed documents are required prior to funding your transaction. To expedite the return of these documents, please overnight them to me using Key Government Finance's FedEx account #129905042, and send to:**

KEY GOVERNMENT FINANCE, INC. ATTN: JANICE THOMAN
1000 S. MCCASLIN BLVD, SUPERIOR, CO 80027.

Only the person with Signing Authority should execute the documents. For verification of original documents, please execute in blue ink. Upon closing, Key Government Finance will return a fully executed original set for your files.

Please Note: This transaction is subject to credit approval and all fully executed documents must be returned no later than Wednesday, September 1, 2010; otherwise, the transaction is subject to re-pricing.

Please refer to the enclosed Document Checklist when preparing the documents.

Executed documents required for funding are:

1. Tax-Exempt California Abatement Lease/Purchase Agreement
2. Property Schedule to Tax-Exempt California Abatement Lease/Purchase Agreement
3. Exhibit B - Certificate of Acceptance
4. Exhibit C - Lessee's Counsel's Opinion
5. Exhibit D - Lessee's Certificate
6. Certificate of Insurance and proof of Abatement Insurance – **Both are required prior to funding.**
7. Notification of Tax Treatment with Tax Exemption Certificate or Letter – **Required for annual state tax audits.**
8. 8038-GC IRS form with Report Number filled in – **Original required to be submitted to the IRS at funding, which we will submit on your behalf.**
9. Invoicing Instructions – **Required in order to ensure that invoices are directed to the proper area in your organization.**
10. Bank Qualified Tax Exempt Obligation

Please contact me at 720-304-1636 with any questions or concerns you may have.

Sincerely,
Janice Thoman, Account Manager

EXHIBIT A
(1 of 22)

DOCUMENTATION CHECKLIST

- ☒ **Tax-Exempt California Abatement Lease/Purchase Agreement**
- ☒ **Property Schedule to Tax-Exempt California Abatement Lease/Purchase Agreement***
- ☒ **Exhibit B** – Certificate of Acceptance to Tax-Exempt California Abatement Lease/Purchase Agreement. *The date of Acceptance will need to be filled in* with the date the equipment is installed and accepted.
- ☒ **Lessee's Counsel's Opinion** - Exhibit C. Exhibit C is the standard legal opinion used by Key Government Finance, Inc.. This opinion will need to be processed by your attorney on their letterhead. Your attorney will want to review the Lease/Purchase Agreement.
- ☐ **Lessee's Certificate** - Exhibit D. Please fill in the date of the meeting of the governing body, referenced in section one. We would also like a copy of those minutes or board resolutions for our files.
- ☒ **Request for Certificate of Insurance & proof of Abatement Insurance** – Please fill out the form and fax it to your insurance company. (Both are required prior to funding.)
- ☒ **8038-GC** - The purpose of this form is to report to the IRS that we have completed a tax-exempt financing. **Per the Internal Revenue Service, you are required to fill in the Report Number information for Line 5.**

****We must have this information in order to complete your financing.****
8038-GC Line 5. After the preprinted **5**, enter two self-designated numbers. Number reports consecutively during any calendar year (e.g., 334, 335, etc.).
- ☒ **Notification of Tax Treatment** - Please provide your State of Sales/Use Tax Exemption Certificate.
- ☒ **Bank Qualified Tax-Exempt Obligation**
- ☒ **Invoicing Instructions** – The information you provide enables us to invoice you correctly.
- ☒ **Invoice for 1st Payment** – **Provided for your convenience. First payment is due 8/25/10.**

*The items above marked with an asterisk require a signature in the presence of a witness/attestor. The attesting of the signature does not require a notary, but the signature of a person present at the time the document is signed.

EXHIBIT A
(2 of 22)

business of any person or entity, by the federal government or for any personal, family or household use. Lessee's need for the Property is not expected to diminish during the term of the Agreement. (e) Lessee has funds available to pay Lease Payments until the end of its current appropriation period, and it covenants, subject to abatement, to appropriate funds to make Lease Payments in each appropriation period, from now until the end of the term of this Agreement. (f) The Lessee shall comply at all times with all applicable requirements of the Code, including but not limited to the registration and reporting requirements of Section 149, to maintain the federal tax-exempt status of the Agreement. The Lessee shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement. (g) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

INDEMNIFICATION OF LESSOR: To the extent permitted by law, Lessee shall indemnify and save Lessor harmless from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, the Property by Lessee, (b) any breach or default on the part of Lessee in the performance of any of its obligations under this Agreement or any other agreement made and entered in connection with the lease of the Property, (c) any act of negligence of Lessee, or its successors or assigns, or any of its agents, contractors, servants, employees, or licensees with respect to the Property, (d) the acquisition, delivery, and acceptance of the Property, (e) the actions of any other party including, but not limited to, the ownership, operation, or use of the Property by Lessee, or (f) Lessor's exercise and performance of its powers and duties hereunder. No indemnification will be made for negligence or breach of duty under this Agreement by Lessor, its directors, officers, agents, employees, successors, or assignees. Lessee's obligations under this Section shall remain valid and binding notwithstanding termination or assignment of this Agreement.

RENTAL ABATEMENT: Except to the extent of (a) amounts held in an escrow, trust or agency account to make Lease Payments, or (b) amounts received in respect of rental interruption insurance or liquidated damages, Lease Payments due under this Agreement shall be abated during any period in which, by reason of material damage, destruction or condemnation, there is substantial interference with the use and right of possession by Lessee of the Property subject to this Agreement, or a material portion thereof. The amount of abatement shall be such that the resulting Lease Payments represent fair consideration for the use and possession of the portions of the Property not damaged, destroyed or condemned. Such abatement shall continue for the period commencing with the date of such damage, destruction or condemnation and ending with the restoration of the affected Property to a condition which will permit the affected Property to be used substantially as intended. In the event of such damage, destruction or condemnation, this Agreement shall continue in full force and effect, except as set forth herein. Lessee waives the benefits of Cal. Civ. Code §§ 1932(2) and 1933(4), as they may be amended from time to time, and any and all other rights to terminate this Agreement by virtue of any such damage or destruction.

ASSIGNMENT BY LESSEE: Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein.

ASSIGNMENT BY LESSOR: Lessor may assign, sell or encumber all or any part of this Agreement, the Lease Payments and any other rights or interests of Lessor hereunder. Such assignees may include trust agents for the benefit of holders of certificates of participation.

EVENTS OF DEFAULT: Lessee shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Lessor in writing: (a) Default by Lessee in payment of any Lease Payment or any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee, or (b) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Lessee, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Lessee, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Lessee.

REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and at any time thereafter, Lessor may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect: (a) terminate the Agreement and all of Lessee's rights hereunder as to any or all items of Property; (b) proceed by appropriate court action to personally, or by its agents, take possession from Lessee of any or all items of Property wherever found and for this purpose enter upon Lessee's premises where any item of Property is located and remove such item of Property free from all claims of any nature whatsoever by Lessee and Lessor may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the Property in excess of the sum required to (i) pay to Lessor an amount equal to the total unpaid principal component of Lease Payments under the Property Schedule, including principal component not otherwise due until future fiscal years, (ii) pay any other amounts then due under the Property Schedule and this Agreement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property and the Event of Default (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee; (c) proceed by appropriate court action or actions to enforce performance by Lessee of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Lessor at law or in equity or otherwise; (d) declare all unpaid Lease Payments and other sums payable hereunder during the current fiscal year of the Lease Term to be immediately due and payable without any presentment, demand or protest and / or take any and all actions to which Lessor shall be entitled under applicable law; and (e) without terminating the Agreement, Lessor may annually bring legal proceedings against Lessee for the Lease Payments due under the Agreement to the end of the then current budget year, together with Lessor's costs and expenses associated with taking such action, including attorneys fees. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Lessor or Lessee at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS AND WAIVERS: This Agreement and the Property Schedule executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Property and this Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Lessee's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.

EXHIBIT A

(3 of 22)

Property Schedule to Tax-Exempt California Abatement Lease/Purchase Agreement

This **Property Schedule** is entered into pursuant to Tax-Exempt California Abatement Lease/Purchase Agreement dated as of 8/25/10 between Lessor and Lessee.

1. **Interpretation.** The terms and conditions of the Tax-Exempt California Abatement Lease/Purchase Agreement (the "Agreement") are incorporated herein.
2. **Property Description.** The Property subject to this Property Schedule is described in Exhibit A, attached hereto.
3. **Commencement Date.** The Commencement Date for this Property Schedule is 8/25/10.
4. **Term and Payments.** Lease Term and Lease Payments are per the table below. If the Payment Due Dates are not defined, they shall be defined as the first day of each annual period in the table below commencing with the Acceptance Date as stated in the Certificate of Acceptance, attached as Exhibit B, hereto. If the parties enter into an escrow agreement for the acquisition of the Property, then the escrow agreement shall be attached hereto as Exhibit D. In lieu of the Acceptance Date for commencement of Lease Payments, the date of deposit of the Property Cost into the escrow by Lessor shall be used.
5. **Expiration.** Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by 9/1/2010.
6. **Property Cost.** The total acquisition cost of the Property is \$92,678.16.
7. **Opinion of Counsel.** Lessee has provided the opinion of its legal counsel substantially in the form as attached as Exhibit C, hereto.

Payment No.	Payment Due Date	Lease Payment	Principal Portion	Interest Portion	Concluding Balance (with Lease Payment on Due Date)
1	25-Aug-2010	32,114.12	32,114.12	0.00	62,380.96
2	25-Aug-2011	32,114.12	29,687.21	2,426.91	31,803.13
3	25-Aug-2012	32,114.12	30,876.83	1,237.29	0.00

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives.

Lessor: Key Government Finance, Inc.
By:
Name:
Title:

Lessee: Capistrano Unified School District
By:
Name: <u>Ronald Lebs</u>
Title: <u>Deputy Supt.</u>

Attest By:
Name:
Title:

EXHIBIT A
(4 of 22)

EXHIBIT A

Property Description

Property as described in Cisco IronPort Systems Quote dated 5/22/10

EXHIBIT A
(5 of 22)

Part Number	Description	Unit Price	Qty	Customer Price
Email Gateway Renewal				
IPAS-ED-3Y	Cisco IronPort Anti-Spam 3 Year License Key. Term: 8/30/2010 - 8/31/2013.	\$4.22	6,000	\$ 18,990.00
SP-C350-P-3Y	Platinum Support for Cisco IronPort C350, 3 Year. SN: G6KZ3F1. Term: 8/30/2010 - 7/31/2013.	\$16,600.00	1	\$ 12,450.00
Web Security Hardware, Services and Support				
				\$ 31,440.00
Web Security Hardware, Services and Support				
S360-BUN-P-NA	Cisco IronPort S360, Refurbished	\$10,000.00	2	\$ 4,000.00
SP-S360-P-3Y	Platinum Support for Cisco IronPort S360, 3 Years (expires 8-31-2013)	\$20,270.00	1	\$ 8,716.10
WUC-ED-3Y	Cisco IronPort Web Usage Controls Academic 3 Year License Key, (expire 8-31-2013)	\$13.89	7,800	\$ 46,587.06
SAWMILL-5P	Sawmill Enterprise, 5 Profile License	\$1,500.00	1	\$ 645.00
TR-SYW-WC-2D	Securing Your Web with Cisco IronPort S-Series - 2 Days - Virtual Training	\$1,500.00	2	\$ 1,290.00
				\$ 61,238.16
Total				\$ 92,678.16

EXHIBIT B

Acceptance Certificate

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027

Re: **Property Schedule No. 1** to Master Tax-Exempt Lease/Purchase Agreement between Key Government Finance, Inc. and Capistrano Unified School District

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, Key Government Finance, Inc. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as such term is defined in the Master Agreement) exists at the date hereof.

Date: 8/25/10

Capistrano Unified School District
as Lessee

By: _____

Name: Ronald Lebs

Title: Deputy Supt.

EXHIBIT A
(7 of 22)

Tax-Exempt California Abatement Lease/Purchase Agreement, Dated 8/25/10

Accepted by Lessor:

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027

By:

Name:

Title:

Agreed to by Lessee:

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

By:

Name: *Ronald Lebs*

Title: *Deputy Superintendent, Business*

AGREEMENT: Lessor hereby leases to Lessee and Lessee hereby rents from Lessor all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Tax-Exempt California Abatement Lease / Purchase Agreement together with the Property Schedule shall be defined as the Agreement.

LEASE TERM: The Lease Term of the Property listed in the Property Schedule shall begin upon the commencement date, as noted in the Property Schedule to Tax-Exempt Lease/Purchase Agreement, and continue for the time period set forth in the Property Schedule. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. This Agreement is a triple net lease.

LEASE PAYMENTS: Lessee shall pay rent to Lessor for the Property in the amounts, and on the dates specified, in the Property Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

NO OFFSET: SUBJECT TO THE RIGHT TO ABATEMENT SET FORTH HEREIN, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes and governmental charges assessed or levied against or with respect to the Property.

LATE CHARGES: Should Lessee fail to duly pay any part of any Lease Payment or other sum to be paid to Lessor under this Agreement on the date on which such amount is due hereunder, then Lessee shall pay late charges on such delinquent payment from the due date thereof until paid at the rate of 12% per annum or the highest rate permitted by law, whichever is less.

MAINTENANCE OF PROPERTY: At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Lessee. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Lessor with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. In addition, at its own expense, Lessee shall maintain rental interruption insurance, which shall not be self-insurance, in an amount equal to the principal component of the Lease Payments due under this Agreement during the forthcoming two years. Insurance proceeds from rental interruption insurance shall be paid to Lessor and shall be credited toward payment of the Lease Payments payable under this Agreement with respect to which the rental interruption occurred. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. All such liability insurance shall name Lessor as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such change of status.

QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTEREST: To secure Lessee's obligations hereunder, Lessor is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Provided there does not exist an Event of Default as defined herein, the Lessee shall have the right of quiet enjoyment of the Property throughout the Lease Term. If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Lease Term with respect to any item of Property, Lessor's interest in such Property shall terminate. Unless otherwise required by law, title to the Property shall be in the name of Lessee, subject to Lessor's interest hereunder.

TAX EXEMPTION: The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The tax-exempt status of this Agreement provides the inducement for the Lessor to offer financing at the interest rate set forth herein. Therefore, should this Agreement be deemed by any taxing authority not to be exempt from taxation, Lessee agrees that the interest rate shall be adjusted, as of the date of loss of tax exemption, to an interest rate calculated to provide Lessor or its assignee an after tax yield equivalent to the tax exempt rate and Lessor shall notify Lessee of the taxable rate. Provided, however, that the provision of the preceding sentence shall apply only upon a final determination that the interest payments are not excludable from gross income under Section 103(a) of the Code, and shall not apply if the determination is based upon the individual tax circumstances of the Lessor, or a finding that the party seeking to exclude such payments from gross income is not the owner and holder of the obligation under the Code.

REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee hereby represents and warrants to Lessor that: (a) Lessee is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto. If Lessee is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement. (d) The Property will be used by Lessee only for essential governmental or proprietary functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or

EXHIBIT C

Lessee's Counsel's Opinion

[To be provided on letterhead of Lessee's counsel.]

[Address to Lessor and Lessee]

RE: Agreement between Key Government Finance, Inc. and Capistrano Unified School District.

Ladies and Gentlemen:

We have acted as special counsel to Capistrano Unified School District ("Lessee"), in connection with the Tax-Exempt California Abatement Lease/Purchase Agreement, and Property Schedule dated as of 8/25/10, between Capistrano Unified School District, as Lessee, and Key Government Finance, Inc. as Lessor, and any amendment or addendum thereto, if any (together, the "Agreement"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Lessee has all requisite power and authority to enter into the Agreement and to perform its obligations thereunder.

3. All proceedings of Lessee and its governing body relating to the authorization and approval of the Agreement, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

4. The Agreement has been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

5. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Agreement and the Property Schedule.

Very truly yours,

By: _____

EXHIBIT A
(9 of 22)

July 23, 2010

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027

Re: Capistrano Unified School District;
\$92,678.16 Tax-Exempt California Abatement Lease/Purchase Agreement,
dated as of July 9, 2010, between Key Government Finance, Inc., as Lessor, and
Capistrano Unified School District, as Lessee;
Our File: 1855.1.101

Ladies and Gentlemen:

As legal counsel to the Capistrano Unified School District (the "Lessee") with respect to the above-referenced transaction, we have examined (a) an executed counterpart of a certain Abatement Lease/Purchase Agreement, dated as of July 9, 2010, and Exhibits thereto by and between Key Government Finance, Inc. (the "Lessor") and Lessee (the "Agreement") and Property Schedule No. 1, dated July 9, 2010, by and between Lessor and Lessee (the "Schedule"), which, among other things, provides for the lease with option to purchase by the Lessee of certain property listed in the Schedule (the "Equipment"); (b) an executed counterpart of the resolution of Lessee which, among other things, authorizes Lessee to execute the Agreement and the Schedule; and (c) such other opinions, documents and matters of law as we have deemed necessary in connection with the following opinions. The documents identified in this paragraph may be referred to collectively as the "Transaction Documents."

We have assumed, without undertaking to verify the same by independent investigation, the following: (a) the authenticity of original documents and the genuineness of all signatures; (b) the conformity to the originals of all documents submitted to us as copies; (c) the truth, accuracy, and completeness of the information, representations, and warranties contained in the documents, certificates, records and papers we have reviewed; (d) compliance with all covenants and agreements contained in the Transaction Documents; (e) the due authorization of the execution, delivery and performance of the Transaction Documents; and (f) the absence of any evidence extrinsic to the provisions of the Transaction Documents that the parties intended a meaning contrary to that expressed by the written provisions of the transaction documents.

The opinions hereinafter expressed are based on an analysis of existing laws, regulations, rulings and court decisions, and cover certain matters not directly addressed by such authorities. Moreover, the opinions hereinafter expressed may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or omitted or do occur and we disclaim any obligation to update this letter

Based on the above and in reliance thereon, and to the best of our knowledge, as of the date hereof, we are of the following opinions:

- (1) Lessee is a school district, duly organized, existing and operating under the Constitution and Laws of the State of California (the "State");
- (2) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and the Schedule and to perform its obligations under the Agreement and the Schedule;
- (3) The Agreement, the Schedule and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement and the Schedule are valid and binding obligations of Lessee enforceable in accordance with their terms except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditor's rights;
- (4) The authorization, approval and execution of the Agreement and the Schedule and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws;
- (5) To the best of our knowledge, there is no proceeding pending or threatened in any court or before a governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the Schedule or the security interest of Lessor or its assigns, as the case may be, in the Equipment; and

The opinions set forth above are subject to the following additional qualifications:

- (a) The enforceability of the District's obligations under the Transaction Documents is subject to the effect of applicable bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium, or

similar laws affecting creditors' rights generally and to the limitations on legal actions against school districts in the State.

- (b) The enforceability of the District's obligations under the Transaction Documents may be subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).
- (c) We have not been engaged, nor have we undertaken to advise any party or to opine as to any matters not specifically covered herein, including, but not limited to, matters relating to compliance with any tax or securities law.
- (d) We express no opinion as to matters governed by laws other than the laws of the State and the federal law of the United States of America, and express no opinion as to the effect or enforceability of the provisions of the Transaction Documents to the extent that (i) such provisions require District to waive trial by jury; or (ii) such provisions require District to indemnify Lessor.
- (e) These opinions may not be used in connection with any further subsequent transactions involving the District and may not be reproduced, referred to, or quoted in any financial statements, notes to financial statements, offering materials, disclosure materials or similar printed matter without the express written authorization of the undersigned.

All capitalized terms herein shall have the same meanings as in the Agreement unless otherwise provided herein. No attorney-client relation has existed or exists between our firm and the addressee of this letter in connection with the authorization or delivery of the Transaction Documents or by virtue of this letter. This letter is delivered to the addressee hereof solely for its benefit in connection with the execution and delivery of the Transaction Documents. The foregoing opinions may be relied upon by the addressee of this letter, its successors and assigns.

Very truly yours,

DANNIS WOLIVER KELLEY

EXHIBIT D

Lessee's Certificate

Re: Tax-Exempt California Abatement Lease/Purchase Agreement, together with the Property Schedule between Key Government Finance, Inc. and Capistrano Unified School District.

The undersigned, being the duly elected, qualified and acting Deputy Supt of the Capistrano Unified School District ("Lessee") do hereby certify, as of 8/25/10, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee held 8/24/2010 by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Tax-Exempt California Abatement Lease/Purchase Agreement, together with the Property Schedule (the "Agreement") by the following named representative of Lessee, to wit:

NAME OF EXECUTING OFFICIAL (Official who signed the documents.)	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
Ronald Lebs	Deputy Supt.	
And/ Or		

2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of the Agreement have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof with respect to this Agreement.

5. The acquisition of all of the Property under the Agreement has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year under the Agreement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoy in the delivery of the Agreement or of other agreements similar to the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement, or the payment of principal or of interest on, the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

Capistrano Unified School District
Attest By:
Title:
SOMEONE OTHER THAN THE EXECUTING OFFICIAL(S) SHOWN ABOVE MUST SIGN HERE.

EXHIBIT A (13 of 22)

****Please fill out this form and fax it to your insurance company****

Request for Certificate of Insurance

TO:

Insurance Carrier: (Name) Alliance of Schools for Cooperative Insurance Program
(Address) 16550 Bloomfield Avenue.
(Address) Cerritos, CA 90703
(Contact Name) Ms. Paula Chu Tanguay, CEO
(Contact Phone) 562-404-8029
(Contact Fax) 562-404-8038

FROM:

Customer/Lessee: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Contact Name: Gabe Salinas
Contact Phone: (949) 234-3511
Contact Fax: (949) 487-5431

Capistrano Unified School District is in the process of financing software with Key Government Finance, Inc..
\$92,678.16

Capistrano Unified School District requests that Key Government Finance, Inc. be listed as "Key Government Finance, Inc., their successors and assigns" and that it be named ADDITIONAL INSURED as to liability coverage and LOSS PAYEE as to property coverage. A copy of said certificate should be forwarded to Key Government Finance, Inc. as described below.

NOTE: Coverage is to include:

- (1) insurance against all risks of physical loss or damage to the Equipment;
- (2) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage of not less than \$1,000,000; and
- (3) if applicable, automobile liability coverage of not less than \$3,000,000.
- (4) Abatement Insurance/Rental Interruption Insurance also required.

Key Government Finance, Inc. is to receive **30 days** prior written notice of cancellation or material change in coverage. **Qualifying language such as "endeavor to provide"; "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representative" or the like will NOT be accepted and will delay funding.**

- ☐ 1. Please **FAX** this completed information to:
Key Government Finance, Inc.
Janice Thoman, Account Manager
Phone Number: 720-304-1636
Fax Number: 866-840-3016
- ☐ 2. Please **MAIL** a Certificate of Insurance to:
Key Government Finance, Inc.
Janice Thoman
1000 S. McCaslin Boulevard
Superior, CO 80027
- ☐ 3. Please **CONTACT** the Account Manager:
✓ When faxing this Certificate.
✓ If this cannot be completed today.
✓ If you have any questions.

EXHIBIT A
(14 of 22)

EVIDENCE OF COVERAGE

Capistrano Unified School District

MEMORANDUM NUMBER: 101

This Evidence of Coverage is used as a matter of information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the memoranda listed below.

CERTIFICATE HOLDER INFORMATION

**Key Government Finance, Inc.
Attn: Janice Thoman
1000 S. McCaslin Blvd.
Superior, CO 80027**

Coverage Period: **Effective: 7-20-10** **Expires 12:01 a.m.: 7-1-12**

This is to certify that the Alliance of Schools for Cooperative Insurance Programs (ASCIP) Memorandum of Coverages on insurance listed below have been issued to the Covered Party named above for the period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages afforded by the Memorandum of Coverages described herein are subject to all the terms, exclusions, and conditions of such Memorandum of Coverages.

TYPE OF COVERAGE	LIMIT OF LIABILITY/COVERAGE
General Liability	\$1,000,000 Combined Single Limit Per Occurrence (\$5,000,000 Aggregate)
Property - Building/Contents (Fire, Theft, Rental Interruption)	Replacement cost subject to policy limits, terms, and conditions not to exceed \$92,678.16

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, ASCIP will mail 30 days written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon ASCIP, its agents, or representatives. If you have any questions, contact:

Ms. Paula Chu Tanguay, Chief Executive Officer
ASCIP • 16550 Bloomfield Avenue • Cerritos, CA 90703 • (562) 404-8029

Authorized Representative: _____

Date Issued: 7-20-10

* ASCIP is a joint powers authority pursuant to Article I (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code and Sections 39603 and 81603 of the Education Code.

Rev 5-97
101-10/11-02C



Alliance of Schools for Cooperative Insurance Programs
16550 Bloomfield Avenue, Cerritos, CA 90703 (562) 404-8029

EXHIBIT A
(15 of 22)

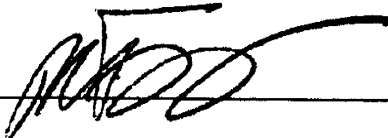
Additional Covered Party Endorsement

District: Capistrano Unified School District		Endorsement No. 101-10/11-02A
Additional Covered Party:	Description of Operations, Vehicle, or Property:	
Key Government Finance, Inc., their successors and assigns	As respects to lease agreement	
Coverage Period:	Effective: 7-20-10	Expires 12:01 a.m.: 7-1-12

The coverage provided to the Covered Party is hereby extended by this endorsement to the Additional Covered Party named above in accordance with the provisions contained in the Memorandum of Coverage (MOC). The coverage extended hereby applies only with respect to liability arising out of activities in the Description of Operations, Vehicle, or Property noted above. It is intended by ASCIP in issuing this endorsement to defend and/or indemnify the Additional Covered Party only if the District is solely negligent. In issuing this endorsement, ASCIP intends and agrees to extend coverage pursuant to the terms and conditions of the MOC to the Additional Covered Party named above only to the extent that the Additional Covered Party faces liability arising out of claims, demands, or lawsuits claiming money damages on account of bodily injury or property damage as defined and limited in the ASCIP MOC. The limits of liability extended to the Additional Covered Party listed above is \$1,000,000 per occurrence for liability.

Authorized Representative: _____

Date Issued: 7-20-10



ASCIP is a joint powers authority pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code and Sections 39603 and 81603 of the Education Code.

Rev 5/97



Alliance of Schools for Cooperative Insurance Programs

16550 Bloomfield Avenue, Cerritos, CA 90703 (562) 404-8029

EXHIBIT A
(16 of 22)

Instructions for Completing the 8038 Form

Per the Internal Revenue Service, you are required to fill in the Report Number information for Line 5.

****We must have this information in order to complete your financing.****

8038-GC Line 5. After the preprinted 5, enter two self-designated numbers. Number the reports consecutively during each calendar year. (If this is the first tax-exempt financing that you have entered into this year, you would use the number 01. If this is the eleventh tax-exempt financing that you have entered into this year, you would use the number 11.)

Additionally, please sign at the bottom of the form and remember to print your name and title.

Thank you.

EXHIBIT A
(17 of 22)

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

► Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.**Part I Reporting Authority**Check box if Amended Return ☐

1 Issuer's name Capistrano Unified School District		2 Issuer's employer identification number 95 2321055	
3 Number and street (or P.O. box if mail is not delivered to street address) 33122 Valle Road		Room/suite	
4 City, town, or post office, state, and ZIP code San Juan Capistrano, CA 92675		5 Report number (For IRS Use Only) 5	
6 Name and title of officer or legal representative whom the IRS may call for more information Ronald Lebs, Deputy Superintendent, Business		7 Telephone number of officer or legal representative (949) 234-3511	

Part II Description of Obligations Check one: a single issue ☒ or a consolidated return ☐

8a Issue price of obligation(s) (see instructions)	8a	\$60,564
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ► / /		
9 Amount of the reported obligation(s) on line 8a that is:		
a For leases for vehicles	9a	
b For leases for office equipment	9b	
c For leases for real property	9c	
d For leases for other (see instructions)	9d	
e For bank loans for vehicles	9e	
f For bank loans for office equipment	9f	
g For bank loans for real property	9g	
h For bank loans for other (see instructions)	9h	
i Used to refund prior issue(s)	9i	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j	
k Other	9k	
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box <input type="checkbox"/>		
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/>		
12 Vendor's or bank's name: _____		
13 Vendor's or bank's employer identification number: _____		

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Issuer's authorized representative

Date

Ronald Lebs, Deputy Supt.
Type or print name and title**Paid Preparer's Use Only**

Preparer's signature

Date

Check if self-employed ☐

Preparer's SSN or PTIN

Firm's name (or yours if self-employed), address, and ZIP code

EIN

Phone no. ()

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that

an election was made to pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under Section 3 of Rev.Proc. 2002-48, 2002-2 C.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under Section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* below.**Where To File**

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

Form 8038-GC Receipt Acknowledgement

If you wish to request an acknowledgement receipt of this return by the IRS you must provide the following:

Notification of Tax Treatment

Key Government Finance, Inc. is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if you feel that your lease is subject to tax or whether a valid exemption exists.

 X **I agree that my lease is subject to sales/use tax.**

 I am exempt from sales/use tax and I have attached a completed exemption certificate to Key Government Finance, Inc.

 I have previously provided a completed exemption certificate to Key Government Finance, Inc. which is valid for this transaction.

 I am exempt from state tax but subject to local tax. I have attached a completed exemption certificate.

 I have a valid abatement or property tax exemption (documentation attached).

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

Additional comments:

Lessee: Capistrano Unified School District
By:
Name: <u>Ronald Lebs</u>
Title: <u>Deputy Supt.</u>

EXHIBIT A
(19 of 22)

INVOICE INSTRUCTIONS

(The information you provide enables us to invoice you correctly.)

Capistrano Unified School District

BILL TO ADDRESS:

33122 Valle Road
San Juan Capistrano

BILLING CONTACT:

First, M.I. and Last Name: **Gabe H. Salinas**
Title: **Director of Technical Services**
Phone Number: 949-234-5511
Fax Number: 949-487-5431

PURCHASE ORDER NUMBER:

Invoices require purchase order numbers: YES ☒ NO ☐
Purchase Order Number: **#952321055**

FEDERAL TAX ID NUMBER:

95-2321055

EQUIPMENT LOCATION (If different from Billing Address):

33122 Valle Road
San Juan Capistrano

ADDITIONAL INFORMATION NEEDED ON INVOICE:

EXHIBIT A
(20 of 22)

Bank Qualified Tax-Exempt Obligation

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027

Re: **Property Schedule No. 1** to Master Tax-Exempt Lease/Purchase Agreement between Key Government Finance, Inc. and Capistrano Unified School District

Qualified Tax-Exempt Obligation

Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$30,000,000.

Lessee: Capistrano Unified School District
By:
Name: <u>Ronald Lebs</u>
Title: <u>Deputy Supt.</u>

EXHIBIT A
(21 of 22)

INVOICE



Key Government Finance, Inc.
1000 S. McCaslin Blvd.
Superior CO 80027

Bill to: Capistrano Unified School District Linda Norris 33122 Valle Road San Juan Capistrano, CA 92675		Invoice No.	Capistrano-01
		Invoice Date:	7/23/10 8/25/10
		Lease No.	TBD
		Purchase Order No.	300272
		Contract No.	
		CSA No.	
		ACT No.	
		Reference:	

Qty	Item	Description	Total
1	Lease Payment	Payment due with executed documents	\$32,114.12
		Tax	
		Balance Due	\$32,114.12

Please remit funds to: Key Government Finance, Inc. Attn: Janice Thoman 1000 S. McCaslin Blvd. Superior, CO 80027 Contact Phone: 720-304-1636	REMITTANCE INFORMATION	
	Date:	
	Amount Due:	
	Amount Enclosed:	

Please remember to:
 1) Make checks payable to Key Government Finance, Inc.
 2) Return a copy of this invoice with your payment.
 3) Keep a copy of this invoice for your records.
 4) Direct all inquiries to the contact listed above.

Comments:

EXHIBIT A
(22 of 22)

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 24, 2010

TO: Anna Bryson, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: Joseph M. Farley, Ed.D., Superintendent

SUBJECT: **CONTRACT FOR EMPLOYMENT OF DEPUTY
SUPERINTENDENT, BUSINESS AND SUPPORT SERVICES,
ADDENDUM #2**

BACKGROUND INFORMATION

On August 3, 2010, the Board of Trustees approved a salary reduction to all Capistrano Unified Management Association (CUMA) employees except Teaching Assistant Principals II. As a contract employee, the Deputy Superintendent, Business and Support Services, needs to have this reduction incorporated into an addendum to his contract for employment.

CURRENT CONSIDERATIONS

This agenda item seeks to apply the CUMA compensation reduction approved by the Board of Trustees on August 3, 2010, into the Contract for Employment of Deputy Superintendent, Business and Support Services.

Addendum #2 to the Contract for Employment of Deputy Superintendent, Business and Support Services, (Exhibit A.) is attached. Affected sections for the original contract are included in the addendum in their entirety; additions are in bold. The 2010/11 CUMA Salary Reduction Agenda Item approved on August 3, 2010, is included as an attachment to the Contract for Employment of Deputy Superintendent, Business and Support Services.

FINANCIAL IMPLICATIONS

Estimated fiscal impact to the District is a savings of approximately \$14,250.

STAFF RECOMMENDATION

It is respectfully recommended the Board of Trustees approve Addendum #2 of the Contract for Employment of Deputy Superintendent, Business and Support Services, Exhibit A.

CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Road
San Juan Capistrano, California

CONTRACT FOR EMPLOYMENT OF DEPUTY SUPERINTENDENT
BUSINESS AND SUPPORT SERVICES

ADDENDUM #2

August 24, 2010

This addendum is made and entered into August 24, 2010, by and between the Governing Board of Capistrano Unified School District in the County of Orange, State of California, and Ronald N. Lebs, Deputy Superintendent, Business and Support Services.

Changes are authorized under the original contract, Item 35 – Change or Termination, which was approved by the Board of Trustees on June 2, 2008. This addendum seeks to revise ITEM #3 – ADJUSTMENT OF SALARY AND BENEFITS of the initial contract between the District and the Deputy Superintendent to incorporate the Capistrano Unified Management Association 2010/11 fiscal year salary reduction approved by the Board on August 3, 2010, into the Contract for Employment. All other sections of the contract shall remain in effect.

The affected section is shown below in its entirety. Additions are shown in bold.

ITEM #3 – ADJUSTMENT OF SALARY AND BENEFITS

The Deputy Superintendent, Business and Support Services, shall receive all incentives and benefits available to other members of the District's certificated management team while serving in this assignment. The base salary shall be adjusted to reflect any cost-of-living increases given to other members of the Capistrano Unified Management Association (CUMA). **For the 2010/11 fiscal year, the Deputy Superintendent's salary shall be modified as described in the attached memo approved by the Board of Trustees on August 3, 2010. For the Deputy Superintendent, this reduction equates to a 3.70% salary reduction, eight mandatory furlough days and a benefits cap at the 2010/11 rates.**

SIGNATURE OF CONTRACTING PARTIES

Dated this 24th day of August 2010
Capistrano Unified School District Board of Trustees

This addendum modifies the existing agreement between the parties to the extent outlined above,
all other sections of the contract shall remain unchanged and in effect.

Anna Bryson, President Board of Trustees

Date:_____

Ronald N. Lebs, Deputy Superintendent
Business and Support Services

Date:_____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 3, 2010

TO: Anna Bryson, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: Ron Lebs, Deputy Superintendent Business & Support Services

SUBJECT: **2010/11 SALARY REDUCTIONS: CAPISTRANO UNIFIED
MANAGEMENT ASSOCIATION**

BACKGROUND INFORMATION

On June 29, 2010, the Board of Trustees and the members of the District's management team, Capistrano Unified Management Association (CUMA), reached agreement on a salary reduction/benefits cap/compensation package for fiscal year 2010/11. The terms of the compensation package herein were proposed and approved as part of the 2010/11 budget adoption to help offset the projected deficit and balance the 2010/11 fiscal year budget.

CURRENT CONSIDERATION

CUMA has agreed to take a compensation reduction through a combination of furlough days, salary reduction, and benefits cap as described below:

1. Furlough Days – All management and confidential (CUMA) employees will take eight mandatory furlough days with a corresponding reduction in salary.
2. Salary Reduction – For fiscal year 2010/11, the management and confidential (CUMA) salary schedules will be based on the 2008/09 salary schedules with a 3.7% reduction.
3. Benefits Cap – Effective January 1, 2011, the District will implement a maximum contribution for all HMO health insurance plans (currently Kaiser and Anthem Blue Cross) based upon 2010 Anthem Blue Cross HMO contribution rates at each tier of coverage as follows: (a) for employees electing Employee only coverage, the District will pay for the actual cost of insurance up to a maximum of \$4,901.90 per year; (b) for employees electing Employee plus one coverage, the District will pay for the actual cost of insurance up to a maximum of \$10,132.40 per year; and (c) for employees electing Employee plus two or more coverage (family coverage), the District will pay for the actual cost of insurance up to a maximum of \$14,412.20 per year. Insurance premium costs that exceed the tier of coverage elected by an employee shall be paid by the employee through equal monthly payroll deductions.

Effective January 1, 2011, the District will implement a maximum contribution for any POS or PPO health insurance plan based upon the 2010 District contribution rates for the Anthem Blue Cross POS plan at each tier of coverage as follows: (a) for employees electing Employee only coverage, the District will pay for the actual cost of insurance up to a maximum of \$6,005.30 per year; (b) for employees electing Employee plus one coverage, the District will pay for the actual cost of insurance up to a maximum of \$12,454.40 per

year; and (c) for employees electing Employee plus two or more coverage (family coverage), the District will pay for the actual cost of insurance up to a maximum of \$17,730.90 per year. Insurance premium costs that exceed the tier of coverage elected by an employee shall be paid by the employee through equal monthly payroll deductions.

The District contributions for the life, dental, and vision plans shall be frozen at the 2009 benefit year levels effective January 1, 2011. Any premium costs that exceed the 2009 contribution levels for a particular life, vision, or dental plan and tier of coverage (i.e. employee only, employee plus one dependent, or family coverage) shall be paid by the employees electing such tier and plan through equal monthly payroll deductions.

The six dollar per participant per month MEBA fee has been included in the maximum contribution amounts set forth above.

4. Create Uniformity of Service Days – All principals will work a positive work-year calendar (no vacation accrual). Principal work years will be defined in Board Policy 4313 which will be revised to reflect this change. Seventeen elementary principals will have their salaries Y-Rated at their 2009/10 classification for 2010/11 to include the salary schedule decrease as part of their 3.7% salary rollback.
5. Affected Employees – This salary reduction and additional furlough day adjustment applies to all management and confidential employees (excluding Teaching Assistant Principals II).
6. Duration – This salary reduction and mandatory furlough days apply to the 2010/11 fiscal year; the benefit caps are ongoing.
7. Implementation of Furlough Days - Collaborating with his or her supervisor, each employee will develop a work year calendar and schedule furlough days in order to minimize the inconvenience and impact to the District.

FINANCIAL IMPLICATIONS

The estimated general fund savings resulting from this salary reduction is \$1,470,000.

STAFF RECOMMENDATION

It is respectfully recommended the Trustees approve the proposed CUMA salary reduction outlined herein.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 24, 2010

TO: Joseph M. Farley, Superintendent
FROM: Ron Lebs, Deputy Superintendent, Business & Support Services
SUBJECT: **APPROVAL OF CONSULTING AGREEMENT**



BACKGROUND INFORMATION

Consulting agreements have been processed in accordance with the rules and regulations of the Board of Education (Board Policies 3300, 3310, and 4126) and applicable legal requirements of the State of California.

CURRENT CONSIDERATIONS

This agenda item presents for Board approval a list of consulting agreements, Exhibit A.

FINANCIAL IMPLICATIONS

The financial implications of the consulting agreements in this item have previously been authorized as part of the District's budget approval process.

STAFF RECOMMENDATION

It is respectfully recommended that the Board approve the Consulting Agreements Listing attached as Exhibit A.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 24, 2010

CONSULTANT AGREEMENT LISTING

CONTRACT NO.	NAME	AMOUNT	START DATE	END DATE	SERVICES	FUNDING SOURCE
I1011041	Orange County Therapy Services, Inc.	\$300,00	7/1/2010	6/30/2011	Occupational therapy services	Special Education
C1011042	Sylvia Mende, Psy.D.	\$20,000	7/1/2010	6/30/2011	Temporary intensive behavior intervention support to autism staff	Special Education
I1011043	Progressus Therapy, LLC	\$112,000	7/1/2010	6/30/2011	Speech Language pathology services to CUSD students	Special Education
I1011044	Deafinitely Professional Interpreting Services	\$50,000	7/1/2010	6/30/2011	Interpreter services for CUSD deaf and hard of hearing students	Special Education
I1011045	Westshield Adolescent Services	\$80,000	7/1/2010	6/30/2011	Transportation escort services to CUSD students attending residential treatment centers out of state on an as needed basis	Special Education
I1011046	Hear Now Abramson Audiology	\$60,000	7/1/2010	6/30/2011	Auditory processing developmental evaluations for CUSD students	Special Education

Contract documents are on file in the Purchasing Department.
Contract number indicates fiscal year.

*Amendment to increase original contract dollar amount to provide further service.

**Amendment to increase term of contract.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 24, 2010

CONSULTANT AGREEMENT LISTING

CONTRACT NO.	NAME	AMOUNT	START DATE	END DATE	SERVICES	FUNDING SOURCE
I1011047	Progressus Therapy, LLC	\$126,200	7/1/2010	6/30/2011	Speech Language pathology services to CUSD students	Special Education
I1011048	Christine E. Stein	\$6,000	7/1/2010	6/30/2011	Speech and language pathology services for CUSD students	Special Education
I1011049	Exceptional Education Services	\$10,000	7/1/2010	6/30/2011	Consultation & training for acquired traumatic brain injury; school reintegration, teaching & compensatory strategies	Special Education
I1011050	Center for Learning & Behavioral Solutions, Inc.	\$10,000	7/1/2010	6/30/2011	Psycho-educational assessments of CUSD students	Special Education
I1011051	Progressus Therapy, LLC	\$98,000	7/1/2010	6/30/2011	Speech Language pathology services to CUSD students	Special Education
C1011052	Atkinson, Andelson, Loya, Ruud & Romo	\$75,000	7/1/2010	6/30/2011	Legal representation in various Special Education matters. Services include representation in due process hearings, filing of legal documents, preparing staff, hearing testimony & providing legal consultation.	Special Education

Contract documents are on file in the Purchasing Department.

Contract number indicates fiscal year.

*Amendment to increase original contract dollar amount to provide further service.

**Amendment to increase term of contract.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 24, 2010

CONSULTANT AGREEMENT LISTING

CONTRACT NO.	NAME	AMOUNT	START DATE	END DATE	SERVICES	FUNDING SOURCE
I1011053	Education Based Services	\$107,712	7/1/2010	6/30/2011	Speech Language pathology services to CUSD students	Special Education
C0809049	Atkinson, Andelson, Loya, Ruud & Romo	\$23,000 *	7/1/2008	6/30/2011	Additional Legal services	General Fund
C0910059	Luce, Forward, Hamilton & Scripps LLP	\$17,000 *	6/8/2009	6/30/2010	Additional Legal services	General Fund
C0910099	Dannis, Woliver Kelley	\$200,000	1/1/2010	12/31/2011	Legal services	General Fund
C0910101	Harbottle Law Group	\$175,000	1/1/2010	6/30/2011	Legal services	General Fund
C0910100	Law Offices of Caroline A Zuk	\$100,000	1/1/2010	6/30/2011	Legal services	Special Education

Contract documents are on file in the Purchasing Department.

Contract number indicates fiscal year.

*Amendment to increase original contract dollar amount to provide further service.

**Amendment to increase term of contract.

EXHIBIT A
(3 of 5)

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 24, 2010

CONSULTANT AGREEMENT LISTING

CONTRACT NO.	NAME	AMOUNT	START DATE	END DATE	SERVICES	FUNDING SOURCE
C0910098	Best Best & Krieger LLP	\$75,000	1/1/2010	6/30/2011	Legal services	Special Education
C0910099	Dannis, Woliver Kelley	\$25,000	1/1/2010	12/31/2010	Legal services	Special Education
I1011005	Paradigm Health Care Services	\$80,000	7/1/2010	6/30/2011	Medi-Cal billing services for LEA	Medi-Cal Fund
I1011005	Paradigm Health Care Services	\$80,000	7/1/2010	6/30/2011	Medi-Cal billing services for MAA	General Fund
I1011054	Elizabeth Jimenez DBA GEMAS Consulting	\$25,500	8/25/2010	6/30/2011	Professional development and instructional coaching to teachers and administrators on how to best use instructional practice for English learners	General Categorical Funds
I0910005	NVLS Professional Services, LLC	\$20,000	7/1/2010	6/30/2011	E-Rate Consultant Services, RFQ 1-0910	General Fund

Contract documents are on file in the Purchasing Department.

Contract number indicates fiscal year.

*Amendment to increase original contract dollar amount to provide further service.

** Amendment to increase term of contract.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 24, 2010

CONSULTANT AGREEMENT LISTING

CONTRACT NO.	NAME	AMOUNT	START DATE	END DATE	SERVICES	FUNDING SOURCE
I1011055	Irma Garcia	\$31,380	9/15/2010	6/30/2011	Counseling services at the CUSD Family Resource Center located at Las Palmas Elementary School	Medi-Cal, Title 1 ARRA, Title 1 ARRA Homeless, Prop. 10
I1011056	Brenda Crary	\$27,000	9/15/2010	6/30/2011	Counseling services at the CUSD Family Resource Center located at Las Palmas Elementary School	Medi-Cal, Title 1 ARRA, Title 1 ARRA Homeless, Prop. 10
I1011057	Tricia Krantz	\$27,000	9/15/2010	6/30/2011	Counseling services at the CUSD Family Resource Center located at Oak Grove Elementary School	Medi-Cal, Title 1 ARRA, Title 1 ARRA Homeless, Prop. 10
I1011058	Dr. V. Patricia Beyer	\$5,000	9/15/2010	6/30/2011	Evaluation and counseling services for CUSD after-school education & safety (ASES) programs	ASES Grant
I1011059	Alphavista Services, Inc.	\$112,128	7/1/2010	6/30/2011	Speech Language pathology services to CUSD students	Special Education

EXHIBIT A
(5 of 5)

Contract documents are on file in the Purchasing Department.

Contract number indicates fiscal year.


*Amendment to increase original contract dollar amount to provide further service.

**Amendment to increase term of contract.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 24, 2010

TO: Joseph M. Farley, Superintendent

FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services 

SUBJECT: **TEACHER PREPARATION PIPELINE - MENTOR PROGRAM
AGREEMENT - SADDLEBACK COLLEGE**

BACKGROUND INFORMATION

The Teacher Preparation Pipeline (TPP) program at Saddleback College is aimed at recruiting the next generation of teachers working in Career and Technical Education (CTE). One of the components of this program is the opportunity for college students to be mentored by CTE teachers in the field. Saddleback College recruits CTE instructors from Capistrano-Laguna Beach ROP, Coastline ROP, Capistrano Unified School District, or Saddleback Unified School District. Students serve as assistants to CUSD teachers in these specialized classes, gaining experience and observing best practices in action.

All TPP “mentees” are considered South Orange County Community College District (SOCCCD) employees, have TB tests and Live Scan/Fingerprinting clearance, thereby meeting district criteria for volunteers. As compensation for their time and participation in the program, the district’s mentor teachers can earn up to \$450 per student assistant.

CURRENT CONSIDERATIONS

The TPP program enhances district Career and Technical Education programs by providing college-level student assistants. Additionally, the Saddleback College “teachers in training” have the opportunity to learn from experts in the field, which supports the quality of teachers entering the profession. This item seeks approval to participate in the TPP Program, Exhibit A.

FINANCIAL IMPLICATIONS

There is no additional financial impact.

STAFF RECOMMENDATION

It is respectfully recommended Capistrano Unified School District continue to participate in a partnership with Saddleback College to provide mentor opportunities through its Teacher Preparation Pipeline (TPP) program.

Supervised Fieldwork Agreement – Teacher Preparation Pipeline

This agreement, entered into by and between SADDLEBACK COLLEGE, hereinafter called the "COLLEGE" and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE COLLEGE

- A. COLLEGE will select and enroll teacher assistant applicants who meet the criteria for acceptance into the Teacher Pipeline Program (TPP).
- B. COLLEGE will provide administrative support for the program and a contact person to facilitate this agreement.
- C. COLLEGE will provide payment to individuals selected to serve as mentor teachers at the rate established for all mentor teachers for that semester. It is understood that a mentor who has no other employment relationship with the College will be paid as an independent contractor/consultant. Mentors who are also employees of the College or the South Orange County Community College District will be paid a stipend.
- D. TPP participant students placed at the FIELDWORK SITE will be compensated by the COLLEGE.
- E. Student assistants will have TB test and Live Scan/Fingerprinting clearance, thereby meeting district criteria for volunteers.
- F. Teaching assistants will work under the direction of the mentor teachers, in accordance with all school and district policies.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- G. Support CTE mentors by facilitating participation in TPP activities at the COLLEGE.
- H. Work cooperatively with the COLLEGE to identify potential mentors for the TPP program.
- I. Communicate with site administrators regarding TPP student assistants.

III. THE PARTIES MUTUALLY AGREE

- 1) The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the COLLEGE assigned to FIELDWORK SITE, by providing notification to the College in writing. Prior to the removal of any student, the FIELDWORK SITE shall consult with the COLLEGE about its concerns and proposed course of action. The COLLEGE may terminate the field experience assignment of any student of the TPP program at the FIELDWORK SITE and shall do so if the FIELDWORK SITE so requests.
- 2) Neither party shall discriminate in the assignment of students on the basis of race, color, disability, gender, religion, national origin, ancestry, or any other basis prohibited by law.

- 3) COLLEGE agrees to provide evidence of insurance as follows:
- a) Commercial General Liability Insurance written on an occurrence form, with limits as follows:
 - i) Each Occurrence \$1,000,000
 - ii) General Aggregate \$3,000,000
 - b) Business Automobile Liability Insurance for owned, scheduled, non-owned and hired automobiles with a combined single limit of not less than \$1,000,000/\$1,000,000/\$1,000,000.
 - c) Workers' compensation insurance as required by state law within the site of operations of this Agreement, with employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
 - d) Professional liability insurance coverage for all students and professional staff participating under the terms of this Agreement, with limits in the minimum amount of one million dollars (\$1,000,000) per claim or per occurrence and one million dollars (\$1,000,000) in the aggregate.
 - e) The insured party shall provide a Certificate of Insurance, satisfactory to the other party, evidencing the above coverages, said Certificate of Insurance to provide for thirty (30) days advance written notice to the other party of any modification, change, or cancellation of any of the above insurance coverage.
 - f) Each insurance policy shall be issued by an insurance company authorized to write insurance in California or from a non-admitted insurance company acceptable to the FIELDWORK SITE that has ratings of or equivalent to "(A-) IX" or better by A.M. Best.
- 4) The COLLEGE agrees to indemnify, save harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the COLLEGE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement. The college further agrees to waive all rights of subrogation against the FIELDWORK SITE. The provisions of this article do not apply to any damage or losses caused solely by the negligence of the FIELDWORK SITE or any of its agents or employees.
- 5) Both parties acknowledge they are independent contractors, and nothing contained within this Agreement shall be deemed to create an agency, joint venture, franchise, or partnership relation between the parties and neither party shall so hold itself out.
- 6) Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- 7) Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement.
- 8) If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.

- 9) In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of loss of WASC accreditation by the COLLEGE, this Agreement may be immediately terminated by the non-defaulting party.
- 10) This Agreement represents the parties' final and complete agreement with regard to the subject matter contained herein. As such, it supersedes any change in, modification of or addition, amendment or supplement to this Agreement. Any change to this agreement shall be valid only if set forth in writing, signed and dated by all parties hereto to the Agreement.
- 11) This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- 1) THE TERM of this Agreement shall be effective September 1, 2010 and shall continue in full force and effect through June 30, 2015.
- 2) THIS AGREEMENT may be terminated by either the COLLEGE or the FIELD WORK SITE with thirty (30) days prior written notices; unless all parties agree to earlier termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their behalf by their duly authorized representatives on the day and year first written above.

For the School District: Name & Title (Print): _____

Signature & Date: _____

For Saddleback College: Name & Title (Print): _____

Signature & Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 24, 2010

TO: Anna Bryson, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: Joseph M. Farley, Superintendent

SUBJECT: **CONTINUED PUBLIC HEARING FOR CONSIDERATION OF REDUCING
SPECIAL TAXES OF CFD NO. 2005-1 (WHISPERING HILLS) HEREAFTER
CFD NO. 2005-1, TERMINATION THEREOF AND INITIATION OF
ADDITIONAL PROCEEDINGS**

BACKGROUND INFORMATION

On January 12, 2010, the Board, as the Governing Body of CFD 2005-1 (Whispering Hills) ("CFD No. 2005-1"), adopted Resolution No. 0910-46, calling a Public Hearing on March 12, 2010, as to the request by the owner and "Developer" of the property in CFD No. 2005-1 to consider reducing the Special Taxes of CFD No. 2005-1. The above-described Public Hearing was opened on March 12, 2010, and any interested parties were afforded an opportunity to speak as to such matter. Thereupon the Board, on behalf of CFD No. 2005-1 adopted Resolution No. 0910-56, continuing the above-described Public Hearing to April 13, 2010. On April 13, 2010, such Public Hearing was further continued to May 11, 2010, then again to June 15, 2010, then again to July 13, 2010, then again to August 10, 2010, then again to August 24, 2010.

The Developer and District concurrently have been pursuing resolution of pending matters relating to the acquisition of the site acquired for San Juan Hills High School, as well as "Facilities" to be funded by CFD No. 2005-1 from its Special Taxes and proceeds of its "Bonds." This necessitates execution of a mutually acceptable "First Amended Impact Mitigation Agreement Related To Community Facilities District No. 2005-1 and Closeout Agreement Regarding Site Acquisition Purchase Agreement" (M/C Agreement). The M/C Agreement needs to be executed prior to completion of the Continued Public Hearing relating to consideration of reducing the Special Taxes.

By law, the Continued Public Hearing needs to be completed no later than six months from its opening date of March 12, 2010, and since an M/C Agreement has not been resolved as yet, the applicable law requires that the current Continued Public Hearing be terminated. However, the Board of Trustees may reinstate the proceedings by calling a new Public Hearing thereof for the meeting of the Board on October 12, 2010 ("Additional Proceedings").

CURRENT CONSIDERATIONS

This agenda item pertains to consideration of Resolution No. 1011-14 calling for the termination of the Continued Public Hearing proceedings for consideration of altering the special taxes of CFD No. 2005-1 pursuant to Developer petition, and concurrently calling a new Public Hearing thereon

CONTINUED PUBLIC HEARING FOR CONSIDERATION OF REDUCING SPECIAL TAXES OF CFD NO. 2005-1 (WHISPERING HILLS) HEREAFTER CFD NO. 2005-1, TERMINATION THEREOF AND INITIATION OF ADDITIONAL PROCEEDINGS

August 24, 2010

Page 2

for the meeting of the Board of Trustees on October 12, 2010 ("Additional Proceedings"). District staff and legal counsel continue to work with the Developer in preparing a mutually acceptable M/C Agreement. Exhibit A (attached) is Resolution No. 1011-14, as prepared by legal counsel. This action will provide additional time for the parties to reach a resolution.

FINANCIAL IMPLICATIONS

This matter will have no impact on the General Fund of the District. The cost of the proceedings to modify the Special Taxes, if any, is required by the Mello-Roos Act to be borne by the Developer.

STAFF RECOMMENDATION

It is respectfully recommended that the Board President recognize Dr. Joseph Farley, Superintendent, who will introduce Ron Lebs, Deputy Superintendent, Business and Support Services to present the Continued Public Hearing for Consideration of Reducing Special Taxes of CFD No. 2005-1 (Whispering Hills) Hereafter CFD No. 2005-1, Termination Thereof and Initiation of Additional Proceedings.

Following discussion, it is respectfully recommended the Board of Trustees open the Continued Public Hearing, note for the record Protests have not been filed by a majority of the property owners within CFD No. 2005-1, then close the Continued Public Hearing and Adopt Resolution No. 1011-14, entitled, "Resolution of the Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No 2005-1 of the Capistrano Unified School District (Whispering Hills) ("CFD No. 2005-1") Terminating Proceedings for Consideration of Altering the Special Taxes of CFD No. 2005-1 Pursuant to Landowner Petition and Pursuant to Government Code Section 53331 Initiating Proceedings for Consideration of Altering the Rate and Method of Apportionment of CFD No. 2005-1 and Reducing the Levy of Special Taxes of CFD No. 2005-1."

RESOLUTION NO. 1011-14

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (WHISPERING HILLS) (“CFD NO. 2005-1”), TERMINATING PROCEEDINGS FOR CONSIDERATION OF ALTERING THE SPECIAL TAXES OF CFD NO. 2005-1 PURSUANT TO LANDOWNER PETITION AND PURSUANT TO GOVERNMENT CODE SECTION 53331 INITIATING PROCEEDINGS FOR CONSIDERATION OF ALTERING THE RATE AND METHOD OF APPORTIONMENT OF CFD NO. 2005-1 AND REDUCING THE LEVY OF SPECIAL TAXES OF CFD NO. 2005-1

WHEREAS, the Capistrano Unified School District (“School District”) is a public school district organized and existing pursuant to the laws of the State of California (“State”); and

WHEREAS, the Board of Trustees of the School District (“Board”) previously formed Community Facilities District No. 2005-1 of the Capistrano Unified School District (“CFD No. 2005-1 – Whispering Hills”)(“CFD No. 2005-1”) pursuant to the Mello Roos Community Facilities Act of 1982, as amended (“Act”) to serve certain property within the boundaries of CFD No. 2005-1 by providing funds for the construction of and to finance the therein described “Facilities” which property is described in Exhibit “A” and depicted in Exhibit “B” hereto, which is incorporated herein by this reference; and

WHEREAS, the Board, acting as the Legislative Body of CFD No. 2005-1, authorized the levy of special taxes within CFD No. 2005-1 pursuant to an approved Rate and Method of Apportionment of Special Taxes (“RMA”) for CFD No. 2005-1 (“Special Taxes”); and

WHEREAS, the RMA and the Special Taxes were approved at a combined special tax and bond election conducted within CFD No. 2005-1 as provided for in the Act; and

WHEREAS, the Board, acting as the Legislative Body of CFD No. 2005-1, also authorized the incurring of bonded indebtedness of CFD No. 2005-1 in an amount of \$30,000,000 for the Facilities; and

WHEREAS, the authorization to incur bonded indebtedness within CFD No. 2005-1 was approved at a combined special tax and bond election conducted within CFD No. 2005-1; and

WHEREAS, CFD No. 2005-1 has not issued nor incurred any bonded indebtedness nor other binding obligations on the Special Taxes; and

WHEREAS, based on changes which have occurred relative to the expected development of the property within CFD No. 2005-1 and a “Landowner Petition” submitted to

the Board pursuant to Government Code Sections 53330 *et seq.* ("Petition"), the Board initiated proceedings pursuant to Government Code Section 53332, including a "Public Hearing" thereon which has been continued from time to time ("Existing Proceedings") to consider a proposed amended RMA for CFD No. 2005-1; and

WHEREAS, the Board and "Landowner" are pursuing a proposed First Amended Impact Mitigation Agreement Related To Community Facilities District No. 2005-1 And Closeout Agreement Regarding Site Acquisition Purchase Agreement ("M/C Agreement") pertaining to such Existing Proceedings and related matters and desire to terminate the Existing Proceedings and pursuant to Government Code Section 53331, the Board desires to initiate supplemental proceedings for consideration of altering the Special Taxes of CFD No. 2005-1 as set forth on Exhibit "C" ("First Amended RMA for CFD No. 2005-1") hereto and incorporated herein ("Additional Proceedings"); and

WHEREAS, "Protests" have not been submitted in regard to the Existing Proceedings precluding the initiation of the proposed Additional Proceedings; and

WHEREAS, the Act provides that the Board, acting as the Legislative Body of CFD No. 2005-1, may make any of the determinations provided for in Government Code Section 53331, thereupon initiate the Additional Proceedings as to the Additional Proceedings, and call a "Public Hearing" in regard to the proposed First Amended RMA for CFD No. 2005-1 set a date for a Public Hearing on the Proposed First Amended RMA for CFD No. 2005-1 as set forth herein; and

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2005-1, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Each of the above recitals is true and correct and is incorporated herein.

Section 2. The Board, pursuant to Government Code Section 53338, does hereby terminate the Existing Proceedings and determine that no protests have been submitted in regard thereto, has reviewed the Proposed First Amended RMA for CFD No. 2005-1 and related matters and finds that such Proposed First Amended RMA for CFD No. 2005-1 does not reduce the rate of the Special Taxes, or terminate the levy of the Special Taxes, in a manner so as to interfere with the timely retirement of any bonded indebtedness or other obligation incurred on behalf of CFD 2005-1, and that such Proposed First Amended RMA for CFD No. 2005-1, should be considered at the herein provided Public Hearing.

Section 3. The Board has reviewed the Proposed First Amended RMA for CFD No. 2005-1 and finds that:

(a) the name of the area to be affected by the Proposed First Amended RMA for CFD No. 2005-1 is the property within the boundaries of CFD No. 2005-1, as identified herein;

EXHIBIT A
(2 of 7)

(b) the property within CFD No. 2005-1 is generally described in Exhibit “A,” and depicted in Exhibit “B” hereto, which exhibits are incorporated herein by this reference;

(c) there will be no changes in the type of Facilities to be financed by CFD No. 2005-1 as a result of the adoption of this Resolution or the Additional Proceedings undertaken pursuant hereto but that the funds for the therein described Facilities may be reduced if the Proposed First Amended RMA for CFD No. 2005-1 is approved as provided in the Proposed First Amended RMA for CFD No. 2005-1”; and

(d) the revised Special Taxes to be levied by or within CFD No. 2005-1 as a result of the adoption of this Resolution and the alterations of the Proposed First Amended RMA for CFD No. 2005-1 if approved by the adoption of this Resolution and successful completion of the proceedings to be accomplished as provided by the Act are specified in Exhibit “C,” attached hereto and incorporated herein by this reference.

Section 4. The Board, pursuant to the Additional Proceedings, desires to consider at a Public Hearing the Proposed First Amended RMA for CFD No. 2005-1.

Section 5. Notice shall be given that pursuant to the Additional Proceedings, a Public Hearing on the Proposed First Amended RMA for CFD No. 2005-1, and all other matters set forth in this Resolution, shall be held on October 12, 2010 at 7:00 p.m., or as soon thereafter as practicable at the Capistrano Unified School District’s office located at 33122 Valle Road, San Juan Capistrano, California 92675. The Public Hearing may be continued from time to time in accordance with the Act and in consideration of the complexity of the Proposed First Amended RMA for CFD No. 2005-1 or the need for public participation requiring additional time, in which event, the Public Hearing may be continued from time to time for a period not exceeding six (6) months.

Section 6. At the time and place set forth above for the Public Hearing, the Board shall receive testimony concerning the Proposed First Amended RMA for CFD No. 2005-1, set forth on Exhibit “C” hereto. Any interested person, including taxpayers, property owners and registered voters within the boundaries of CFD No. 2005-1, may appear and be heard at the Public Hearing. The testimony of all such interested persons for or against the Proposed First Amended RMA for CFD No. 2005-1 shall be heard at such time and place.

Section 7. The Clerk of the Board is hereby directed to have a notice (“Notice”) of the Additional Proceedings and the Public Hearing published pursuant to Section 6061 of the Government Code of the State of California in a newspaper of general circulation published in the area of CFD No. 2005-1. Such Notice shall contain a summary of this Resolution of Consideration, state the time and place of the Public Hearing, contain a statement that the testimony of all interested persons or taxpayers shall be heard, have a description of the protest rights of the registered voters or landowners in proposed CFD No. 2005-1, and contain a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least seven days prior to the date of the Public Hearing.

EXHIBIT A
(3 of 7)

Section 8. At the Public Hearing, protests against the Proposed First Amended RMA, set forth on Exhibit "C" hereto, for CFD No. 2005-1, described in this Resolution of Consideration may be made orally or in writing by any interested person. Any protests pertaining to the regularity or sufficiency of the proceedings shall be in writing, and shall clearly set forth the irregularities or defects to which the objection is made. All written protests shall be filed with the Clerk of the Board on or before the date and time fixed for the Public Hearing. The Board may waive any irregularities in the form or content of any written protest and, at the Public Hearing, may correct minor defects in the proceedings. Written protests may be withdrawn in writing at any time prior to the conclusion of the Public Hearing.

Section 9. If fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is more, residing within CFD No. 2005-1, or the owners of one-half (1/2) or more of the Property within CFD No. 2005-1 that is not exempt from the special taxes of CFD No. 2005-1, have filed and not withdrawn written protests against any of the changes contained in the Proposed First Amended RMA for CFD NO. 2005-1, the Board shall eliminate the protested changes from the Proposed First Amended RMA for CFD No. 2005-1, and such protested changes may not be included in a resolution of consideration for one year from the date of decision on the Public Hearing by the Board.

Section 10.

(a) At the conclusion of the Public Hearing, except as otherwise provided in Section 9 of this Resolution, the Board in its discretion may abandon the proceedings or, after passing on any protests, may, by resolution, submit the question of the Proposed First Amended RMA for CFD No. 2005-1 in an election ("Election") to the qualified electors of CFD No. 2005-1 pursuant to requirements contained in the Act and the applicable provisions of the Elections Code. If at least 12 persons, who need not necessarily be the same 12 persons, have been registered to vote within CFD No. 2005-1 for each of the 90 days preceding the close of the Public Hearing, the vote shall be by registered voters of CFD No. 2005-1 with each voter having one vote. If there are 12 or less persons, registered to vote for each of the 90 days preceding the close of the Public Hearing, pursuant to the Act, the vote shall be by the landowners of CFD No. 2005-1, with each landowner having one vote for each acre of land that he or she owns within CFD No. 2005-1.

(b) The Election shall be conducted at least 90 days, but not more than 180 days, following the adoption of the resolution calling such election pursuant to the Act. Notwithstanding the foregoing, the election may be conducted less than 90 days after the adoption of the Resolution of Proposed Change with the unanimous consent of the qualified electors pursuant to the Act. If the election is to be held less than 125 days following the close of the Public Hearing, the concurrence of the election official conducting the election shall be required.

(c) The School District staff and consultants are directed to undertake, with the Orange County Registrar of Voters office, a review of the area within CFD No. 2005-1 to determine the number of registered voters, if any, within CFD No. 2005-1. The results of such review shall be provided to this Board.

EXHIBIT A
(4 of 7)

(d) Based upon information furnished to the School District it is anticipated that there will be less than 12 registered voters within the boundaries of CFD No. 2005-1 and that the Election will be among landowner voters. Contingent on such finding, this Board hereby appoints the District's Deputy Superintendent, Business Support Services, or such District officer or employee as the Board or District Superintendent shall hereafter designate in writing, to serve as the election official ("Election Official") for the Election pursuant to the Act.

(e) Pursuant to the provisions of the Act, the Board may determine to distribute the ballots for such Election by mail.

Section 11. After the canvass of any such election, if two-thirds of the votes cast are in favor of the Proposed First Amended RMA for CFD No. 2005-1, the Board shall adopt a "Resolution of Change" determining that the Proposed First Amended RMA for CFD No. 2005-1 is legally authorized. Upon adoption of the Resolution of Change, the Clerk of the Board or the Clerk's designee shall cause "Notice" of the Proposed First Amended RMA for CFD No. 2005-1 to be recorded in accordance with Section 53338 of the Act.

Section 12. Except as set forth herein, and in the resolutions adopted by the Board pursuant to the proceedings undertaken pursuant to the directives of this Resolution, the proceedings to form CFD No. 2005-1, authorize bonded indebtedness of CFD No. 2005-1, authorize the financing of the Facilities by CFD No. 2005-1 and related matters, shall not be amended hereby.

Section 13. The Special Tax Administrator, David Taussig and Associates, is hereby directed to prepare a Proposed First Amended "CFD Report" based upon the Proposed First Amended RMA for CFD No. 2005-1 attached hereto as Exhibit "C."

APPROVED, ADOPTED, AND SIGNED this 24th day of August, 2010.

Anna Bryson, President of the Board of Trustees of the
Capistrano Unified School District

Jack R. Brick, Clerk of the Board of Trustees of the
Capistrano Unified School District

EXHIBIT A
(5 of 7)

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Jack R. Brick, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District at a meeting of the Board of Trustees held on the 24th day of August, 2010, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Jack R. Brick, Clerk of the Board of Trustees of
the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Jack R. Brick, Clerk of the Board of Trustees of the Capistrano Unified School District do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 0910-46 of said Board of Trustees and that the same has not been amended or repealed and is fully effective as of this date.

Dated: August 24, 2010

By: _____
Jack R. Brick, Clerk of the Board of Trustees of
the Capistrano Unified School District

EXHIBIT A
(7 of 7)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The Property includes the following Assessor's Parcels located in the County of Orange, State of California:

Assessor Parcel Numbers
124-223-45
124-140-49
124-140-53
124-140-50
124-140-51

**PROPOSED BOUNDARY OF
COMMUNITY FACILITIES DISTRICT NO. 2005-1
(Whispering Hills)
OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
COUNTY OF ORANGE, STATE OF CALIFORNIA**

ACCEPTED AND FILED AT THE
REQUEST OF
CAPISTRANO UNIFIED SCHOOL DISTRICT

(3) FILED THIS 3 DAY OF May
2005, AT THE HOUR OF 2:30 O'CLOCK P.M.
IN BOOK 40 OF MAPS OF ASSESSMENT
AND COMMUNITY FACILITIES DISTRICT AT PAGE
46 AND AS INSTRUMENT NO. 2005-1
IN THE OFFICE OF THE COUNTY RECORDER IN THE
COUNTY OF ORANGE, STATE OF CALIFORNIA.

FEE \$ NONE

(1) FILED IN THE OFFICE OF THE CLERK OF THE BOARD
OF TRUSTEES THIS 25th DAY OF April 2005.

John J. Casabianca
JOHN J. CASABIANCA

CLERK OF THE BOARD OF TRUSTEES

TOM DALY, COUNTY CLERK-RECORDER

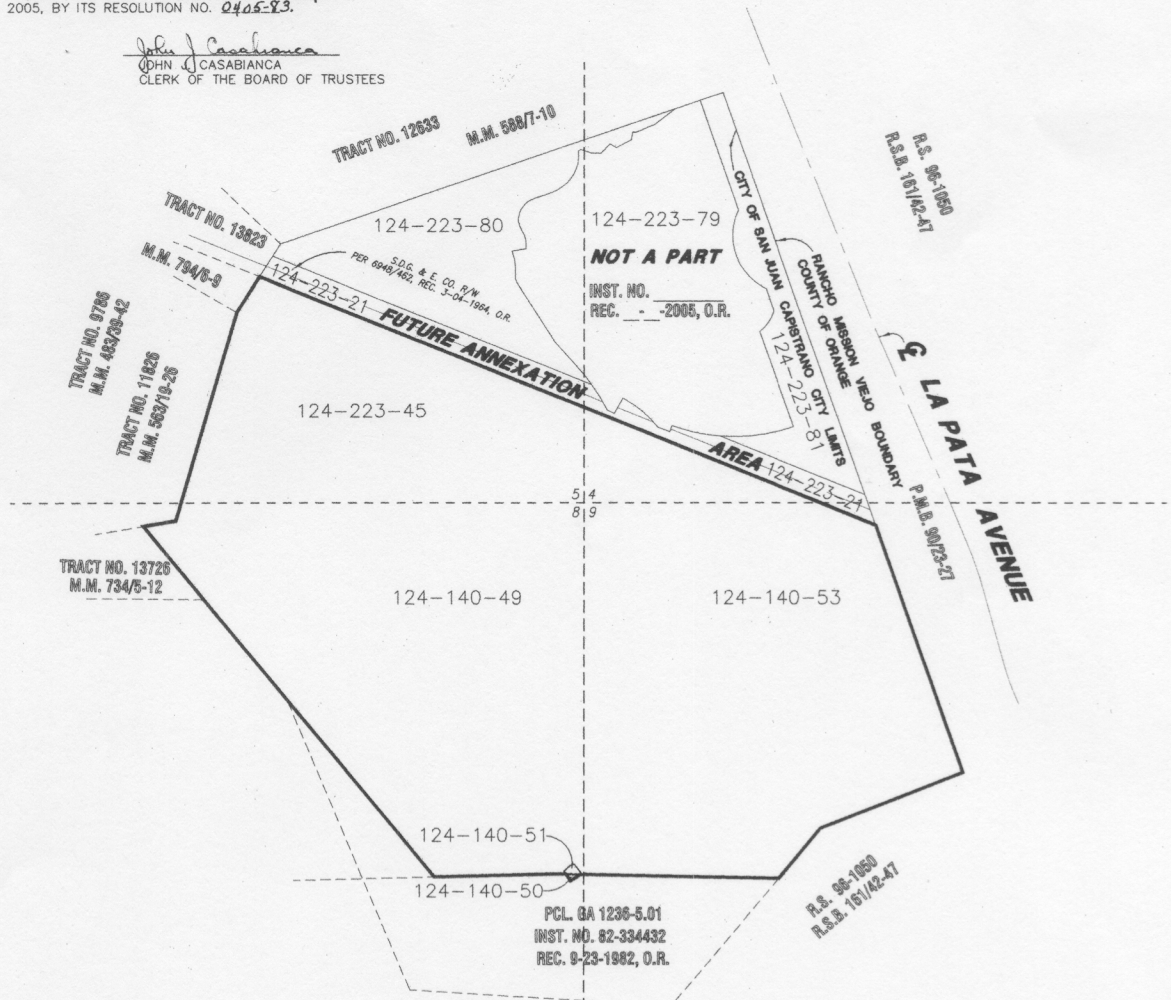
BY Deborah L. Dineen

EXEMPT RECORDING REQUESTED PER
CALIFORNIA GOVERNMENT CODE SECTION 6103.

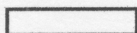
(2) I HEREBY CERTIFY THAT THE WITHIN MAP
SHOWING PROPOSED BOUNDARIES OF COMMUNITY
FACILITIES DISTRICT NO. 2005-1, COUNTY OF
ORANGE, STATE OF CALIFORNIA, WAS APPROVED BY
THE BOARD OF TRUSTEES OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT AT A REGULAR MEETING
THEREOF, HELD ON THE 25th DAY OF April
2005, BY ITS RESOLUTION NO. 0405-93.

John J. Casabianca
JOHN J. CASABIANCA

CLERK OF THE BOARD OF TRUSTEES



LEGEND



BOUNDARIES OF COMMUNITY FACILITIES DISTRICT



SECTION LINE

PREPARED BY

PARDUE, CORNWELL AND ASSOCIATES

46

**FIRST AMENDED RATE AND METHOD OF APPORTIONMENT FOR
COMMUNITY FACILITIES DISTRICT NO. 2005-1
OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT
(WHISPERING HILLS)**

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels in Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills) ("CFD No. 2005-1") and collected each Fiscal Year commencing in Fiscal Year 2009-10, in an amount determined by the Board through the application of the appropriate Special Tax for "Developed Property," "Taxable Property Owner Association Property," "Taxable Public Property," "Religious Property," and "Undeveloped Property" as described below. All of the real property in CFD No. 2005-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2005-1: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the School District or designee thereof or both); the costs of collecting the Special Taxes (whether by the School District or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the School District, CFD No. 2005-1 or any designee thereof of complying with arbitrage rebate requirements; the costs to the School District, CFD No. 2005-1 or any designee thereof of complying with disclosure requirements of the School District, CFD No. 2005-1 or obligated persons associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the School District, CFD No. 2005-1 or any designee thereof related to an appeal of the Special Tax; the costs associated with the release of funds from an escrow account; and the School District's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated by the CFD Administrator or advanced by the School District or CFD No. 2005-1 for any other administrative purposes of CFD No. 2005-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

“Assessor's Parcel” means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's parcel number.

“Assessor's Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

“Assigned Special Tax” means the Special Tax for each Land Use Class of Developed Property, as determined in accordance with Section C below.

“Backup Special Tax” means the Special Tax applicable to each Assessor's Parcel of Developed Property, as determined in accordance with Section C below.

“Board” means the Board of Trustees of the Capistrano Unified School District, acting as the legislative body of CFD No. 2005-1.

“Bonds” means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 2005-1 under the Act.

“CFD Administrator” means an official of the School District, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

“CFD No. 2005-1” means Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills).

“County” means the County of Orange.

“Custom Lot Property” means, for each Fiscal Year, any Assessor's Parcel of Taxable Property (i) for which (a) escrow has closed prior to January 1 of the prior Fiscal Year to an owner other than Rancho San Juan Development LLC or (b) a building permit for new construction was issued prior to January 1 of the prior Fiscal Year; and (ii) that includes one or more of the following lots: lots 141 through 155 of Tract No. 16634 recorded with the County on October 12, 2006. Notwithstanding any future lot line adjustments or consolidations, each of the fifteen lots specified above shall be considered a “lot” for purposes of the levy of the Special Tax.

“Developed Property” means, for each Fiscal Year, all (i) Custom Lot Property, and (ii) Taxable Property, exclusive of Religious Property, Taxable Property Owner Association Property, or Taxable Public Property, for which a building permit for new construction was issued prior to January 1 of the prior Fiscal Year.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Indenture” means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“Land Use Class” means any of the classes listed in Table 1.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor’s Parcel.

“Non-Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit(s) was issued for a non-residential use.

“Outstanding Bonds” means all Bonds which are deemed to be outstanding under the Indenture.

“Property Owner Association Property” means any property within the boundaries of CFD No. 2005-1 that is owned in fee or by easement, or dedicated to, a property owner association, including any master or sub-association.

“Proportionately” means for Developed Property that the ratio of the actual Special Tax levy to the Assigned Special Tax is equal for all Assessor’s Parcels of Developed Property within CFD No. 2005-1. For Undeveloped Property, “Proportionately” means that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is equal for all Assessor’s Parcels of Undeveloped Property in CFD No. 2005-1. For Taxable Property Owner Association Property, Taxable Public Property or Taxable Religious Property “Proportionately” means that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is equal for all Assessor’s Parcels of Taxable Property Owner Association Property, Taxable Public Property or Taxable Religious Property in CFD No. 2005-1.

“Public Property” means any property within the boundaries of CFD No. 2005-1 that is transferred to a public agency on or after the date of formation of CFD No. 2005-1 and is used for rights-of-way or any other purpose and is owned by or dedicated to the federal government, the State of California, the County or any other public agency; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use.

“Religious Property” means all property within the boundaries of CFD No. 2005-1 which is used primarily as a place of worship and is exempt from *ad valorem* property taxes because it is owned by a religious organization. Religious Property, without limitation, does not include any Assessor’s Parcels used primarily for religious schools, day care centers, or congregate care facilities.

“Residential Property” means (i) Custom Lot Property, and (ii) all Assessor’s Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

“Residential Floor Area” means all of the square footage of living area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area shall be made by reference to the building permit(s) issued for such Assessor’s Parcel.

“School District” means the Capistrano Unified School District.

“Single Family Property” means all Assessor’s Parcels of Residential Property for which building permits have been issued for residential units, excluding Custom Lot Property.

“Special Tax” means the special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Developed Property, Religious Property, Taxable Property Owner Association Property, Taxable Public Property, and Undeveloped Property to fund the Special Tax Requirement.

“Special Tax Requirement” means that amount required in any Fiscal Year for CFD No. 2005-1 to: (i) pay debt service on all Outstanding Bonds; (ii) pay periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) pay reasonable Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) pay directly for construction of facilities eligible under the Act to the extent that the inclusion of such amount does not increase the Special Tax levy on Undeveloped Property; and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; (vii) less a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

“State” means the State of California.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of CFD No. 2005-1 which are not exempt from the Special Tax pursuant to law or Section E below.

“Taxable Property Owner Association Property” means all Assessor’s Parcels of Property Owner Association Property that are not exempt pursuant to Section E below.

“Taxable Public Property” means all Assessor’s Parcels of Public Property that are not exempt pursuant to Section E below.

“Taxable Religious Property” means all Assessor’s Parcels of Religious Property that are not exempt pursuant to Section E below.

“Trustee” means the trustee, fiscal agent, or paying agent under the Indenture.

“Undeveloped Property” means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Taxable Property Owner Association Property, Taxable Public Property, or Taxable Religious Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Taxable Property within CFD No. 2005-1 shall be classified as Developed Property, Taxable Public Property, Taxable Property Owner Association Property, Taxable Religious Property, or Undeveloped Property, and shall be subject to Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D below. Residential Property shall be assigned to Land Use Classes 1 through 8, and Non-Residential Property shall be assigned to Land Use Class 9.

The Assigned Special Tax for Residential Property shall be based on whether it is Custom Lot Property or Single Family Property. The Assigned Special Tax for Custom Lot Property shall be based on the number of lots located within the Assessor’s Parcel, as determined by the CFD Administrator. The Assigned Special Tax for Single Family Property shall be based on the Residential Floor Area of the dwelling unit(s) located on the Assessor's Parcel, as specified in Table 1 below. The Assigned Special Tax for Non-Residential Property shall be based on the Acreage of the Assessor's Parcel.

C. MAXIMUM SPECIAL TAX RATE

1. Developed Property

a. Maximum Special Tax

The Maximum Special Tax for each Assessor's Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax or (ii) the amount derived by application of the Backup Special Tax.

b. Assigned Special Tax

The Assigned Special Tax for each Land Use Class for Fiscal Year 2009-10 is shown below in Table 1.

TABLE 1

**Assigned Special Taxes for Developed Property
For Fiscal Year 2009-10
Community Facilities District No. 2005-1**

Land Use Class	Residential Floor Area	Description	Assigned Special Tax
1	NA	Custom Lot Property	\$13,660 per lot
2	> 4,600 SF	Residential Property	\$7,999 per unit
3	4,301 –4,600 SF	Residential Property	\$7,725 per unit
4	3,901 –4,300 SF	Residential Property	\$7,460 per unit
5	3,701 –3,900 SF	Residential Property	\$7,083 per unit
6	3,401 –3,700 SF	Residential Property	\$6,707 per unit
7	2,901 –3,400 SF	Residential Property	\$6,647 per unit
8	≤ 2,900 SF	Residential Property	\$6,023 per unit
9	N/A	Non-Residential Property	\$24,290 per Acre

c. Increase in the Assigned Special Tax

The Assigned Special Taxes in Table 1 shall be applicable for Fiscal Year 2009-10, and shall increase thereafter, commencing on July 1, 2010 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Assigned Special Tax for the previous Fiscal Year.

d. Multiple Land Use Classes

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Assigned Special Tax levied on an Assessor's Parcel shall be the sum of the Assigned Special Taxes for all Land Use Classes located on that Assessor's Parcel. The Maximum Special Tax that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Taxes that can be levied for all Land Use Classes located on that Assessor's Parcel. For an Assessor's Parcel that contains both Residential Property and Non-Residential Property, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by

reference to the site plan approved for such Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

e. Backup Special Tax

(1) Residential Property (Excluding Custom Lot Property)

The Backup Special Tax for Residential Property excluding Custom Lot Property, shall equal \$19,867 per Acre for Fiscal Year 2009-10. The Backup Special Tax shall increase thereafter, commencing on July 1, 2010 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Backup Special Tax for the previous Fiscal Year.

(2) Custom Lot Property

The Backup Special Tax shall not apply to Custom Lot Property.

2. Undeveloped Property, Taxable Property Owner Association Property, Taxable Public Property and Taxable Religious Property

a. Maximum Special Tax

The Maximum Special Tax for Undeveloped Property, Taxable Property Owner Association Property, Taxable Public Property and Taxable Religious Property in CFD No. 2005-1 shall be \$24,290 per Acre for Fiscal Year 2009-10, and shall increase thereafter, commencing on July 1, 2010 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Maximum Special Tax for the previous Fiscal Year.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2009-10 and for each following Fiscal Year, the Board shall levy the Special Tax until the amount of Special Taxes levied equals the Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

First: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax;

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the Maximum Special Tax for Undeveloped Property;

Third: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, then the levy of the Special Tax on each Assessor's

Parcel of Developed Property whose Maximum Special Tax is determined through the application of the Backup Special Tax shall be increased Proportionately from the Assigned Special Tax up to the Maximum Special Tax for each such Assessor's Parcel;

Fourth: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property, Taxable Public Property or Taxable Religious Property at up to the Maximum Special Tax for Taxable Property Owner Association Property, Taxable Public Property or Taxable Religious Property.

Notwithstanding the above, under no circumstances will the Special Tax levied against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased by more than ten percent as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD No. 2005-1.

E. EXEMPTIONS

No Special Taxes shall be levied on Public Property, Religious Property, and Property Association Property, so long as the Acreage of Taxable Property within CFD No. 2005-1 is at least 61.8 Acres. Tax-exempt status will be assigned by the CFD Administrator in the chronological order in which property becomes Property Owner Association Property, Public Property or Religious Property. However, should an Assessor's Parcel no longer be classified as Property Owner Association Property, Public Property or Religious Property, its tax-exempt status will be revoked.

To the extent that the exemption of an Assessor's Parcel of Public Property, Religious Property, or Property Association Property would reduce the Acreage of Taxable Property within CFD No. 2005-1 below 61.8 Acres, such Assessor's Parcel shall be classified as Taxable Public Property, Taxable Religious Property, or Taxable Property Association Property, as applicable, and shall be subject to the levy of the Special Tax and shall be taxed as part of the fourth step in Section D above, at up to 100% of the applicable Maximum Special Tax for Taxable Property Owner Association Property, Taxable Public Property or Taxable Religious Property.

F. REVIEW/APPEAL COMMITTEE

The Board shall establish as part of the proceedings and administration of CFD No. 2005-1 a special three-member Review/Appeal Committee. Any landowner or resident who feels that the amount of the Special Tax levied on their Assessor's Parcel is in error may file a notice with the Review/Appeal Committee appealing the amount of the Special Tax levied on such Assessor's Parcel. The Review/Appeal Committee shall interpret this Rate and Method of Apportionment and make determinations relative to the annual administration of the Special

Tax and any landowner or resident appeals, as herein specified. The decision of the Review/Appeal Committee shall be final and binding as to all persons.

G. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2005-1 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

H. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section H:

“CFD Public Facilities” means either \$17.6 million in 2009 dollars, which shall increase by the Construction Inflation Index on July 1, 2010, and on each July 1 thereafter, or such lower number as (i) shall be determined by the CFD Administrator as sufficient to provide the public facilities to be provided by CFD No. 2005-1 under the authorized financing program for CFD No. 2005-1, or (ii) shall be determined by the Board concurrently with a covenant that it will not issue any more Bonds to be supported by Special Taxes levied under this Rate and Method of Apportionment as described in Section D.

“Construction Fund” means an account specifically identified in the Indenture to hold funds which are currently available for expenditure to acquire or construct public facilities eligible under the Act.

“Construction Inflation Index” means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

“Future Facilities Costs” means the CFD Public Facilities minus (i) public facility costs previously paid from the Construction Fund; (ii) moneys currently on deposit in the Construction Fund; and (iii) moneys currently on deposit in an escrow fund, if any, that are expected to be available to finance public facilities costs.

“Outstanding Bonds” means all Previously Issued Bonds which are deemed to be outstanding under the Indenture after the first interest and/or principal payment date following the current Fiscal Year.

“Previously Issued Bonds” means all Bonds that have been issued by CFD No. 2005-1 prior to the date of prepayment.

1. Prepayment in Full

All Assessor’s Parcels of Developed Property and Assessor’s Parcels of Undeveloped Property for which a building permit has been issued may be prepaid. The Special Tax obligation applicable to such Assessor's Parcel in CFD No. 2005-1 may be fully prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein; provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel or any other Assessor’s Parcel owned by such owner at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor's Parcel. The CFD Administrator will charge a fee to the owner requesting prepayment for providing this figure. Prepayment must be made not less than 45 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given to the Trustee pursuant to the Indenture.

The Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
<u>less</u>	<u>Capitalized Interest Credit</u>
Total: equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined below) shall be calculated as follows:

Paragraph No.:

1. Confirm that no Special Tax delinquencies apply to such Assessor’s Parcel.
2. For Assessor’s Parcels of Developed Property compute the Assigned Special Tax and Backup Special Tax applicable for the Assessor’s Parcel to be prepaid. For Assessor’s Parcels of Undeveloped Property (for which a building permit has been issued), compute the Assigned Special Tax and Backup Special Tax for that Assessor’s Parcel as though it was already designated as Developed Property,

based upon the building permit which has already been issued for that Assessor's Parcel.

3. (a) Divide the Assigned Special Tax computed pursuant to paragraph 2 by the total estimated Assigned Special Taxes for the entire CFD No. 2005-1 based on the Developed Property Special Taxes which could be charged in the current Fiscal Year on all expected development through buildout of CFD No. 2005-1, excluding any Assessor's Parcels which have been prepaid, and

(b) Divide the Backup Special Tax computed pursuant to paragraph 2 by the estimated Backup Special Taxes at buildout of CFD No. 2005-1 using the Backup Special Tax amount for the current Fiscal Year, excluding any Assessor's Parcels which have been prepaid.
4. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the "Bond Redemption Amount").
5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").
6. Compute the current Future Facilities Costs.
7. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Amount").
8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds.
9. Determine the Special Taxes levied on the Assessor's Parcel in the current Fiscal Year which have not yet been paid.
10. Compute the minimum amount the CFD Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Amount and the Administrative Fees and Expenses from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the prepayment.
11. Add the amounts computed pursuant to paragraphs 8 and 9 and subtract the amount computed pursuant to paragraph 10 (the "Defeasance Amount").

12. Verify the administrative fees and expenses of No. 2005-1, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the “Administrative Fees and Expenses”).
13. The reserve fund credit (the “Reserve Fund Credit”) shall equal the lesser of:
(a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero.
14. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the “Capitalized Interest Credit”).
15. The Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the “Prepayment Amount”).
16. From the Prepayment Amount, the amounts computed pursuant to paragraphs 4, 5, 11, 13 and 14 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to paragraph 7 shall be deposited into the Construction Fund. The amount computed pursuant to paragraph 12 shall be retained by CFD No. 2005-1.

The Prepayment Amount may be sufficient to redeem other than a \$5,000 increment of Bonds. In such cases, the increment above \$5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year’s Special Tax levy as determined under paragraph 9 (above), the CFD Administrator shall remove the current Fiscal Year’s Special Tax levy for such Assessor’s Parcel from the County tax rolls. With respect to any Assessor’s Parcel that is prepaid, the Board shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Taxes and the release of the Special Tax lien on such Assessor’s Parcel, and the obligation of such Assessor’s Parcel to pay the Special Tax shall cease.

2. Prepayment in Part

The Maximum Special Tax on an Assessor's Parcel of Developed Property or an Assessor's Parcel of Undeveloped Property for which a building permit has been issued may be partially prepaid. The amount of the prepayment shall be calculated as in Section H.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = (P_E - A) \times F + A$$

These terms have the following meaning:

PP = the partial prepayment

P_E = the Prepayment Amount calculated according to Section H.1

F = the percent by which the owner of the Assessor's Parcel(s) is partially prepaying the Maximum Annual Special Tax.

A = the Administration Fees and Expenses from Section H.1

The owner of an Assessor's Parcel who desires to partially prepay the Maximum Special Tax shall notify the CFD Administrator of such owner's intent to partially prepay the Maximum Special Tax and the percentage by which the Maximum Special Tax shall be prepaid. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Maximum Special Tax for an Assessor's Parcel within 30 days of the request and will charge a fee to the owner requesting prepayment for providing this figure.

With respect to any Assessor's Parcel that is partially prepaid, the School District shall (i) distribute the funds remitted to it according to Paragraph 16 of Section H.1. and (ii) indicate in the records of CFD No. 2005-1 that there has been a partial prepayment of the Maximum Special Tax and that a portion of the Maximum Special Tax equal to the outstanding percentage $(1.00 - F)$ of the remaining Maximum Special Tax shall continue to be authorized to be levied on such Assessor's Parcel pursuant to Section D.

Notwithstanding the foregoing, no full or partial Special Tax prepayment shall be allowed unless the amount of Assigned Special Taxes that may be levied on Taxable Property within CFD No. 2005-1 both prior to and after the proposed prepayment, less expected Administrative Expenses, is at least 1.1 times the maximum annual debt service on all Outstanding Bonds.

I. TERM OF SPECIAL TAX

The Special Tax shall be levied for the period necessary to fully satisfy the Special Tax Requirement, but in no event shall it be levied after Fiscal Year 2049-50.

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CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 24, 2010

TO: Anna Bryson, President
and Members,
Board of Trustees, Capistrano Unified School District

FROM: Joseph M. Farley, Superintendent

SUBJECT: **APPROVAL: ADVERTISE FOR BID NO. 1011-06 – CAPISTRANO
VALLEY HIGH SCHOOL PERFORMING ARTS THEATER**

BACKGROUND INFORMATION

In June 2008, the District began exploring a concept for a new performing arts theater on the campus of Capistrano Valley High School. The need to develop this plan originated from the application and approval of the Career Technical Education (CTE) grant that was awarded to CUSD in the spring of 2008 in the amount of \$3 million. This grant detailed program requirements that must be included as part of the theater design. During the summer of 2008, a design committee was formed among District staff and parent volunteers. Several meetings were held to finalize the components of the theater.

In the fall of 2008, the Board authorized District staff to move into the design phase of the theater project by awarding a contract to WLC Architects to prepare construction drawings and to represent the District through the completion of construction. Additionally, at that time, the Board authorized an agreement for environmental consultant services to complete the necessary environmental documentation.

In 2009, the design of the theater was finalized. The “Mitigated Negative Declaration and Initial Study for the Capistrano Valley High School Performing Arts Facility” was completed, circulated and approved by the Board, and a separate report, required by the State, was prepared and approved by the Department of Toxic Substance Control (DTSC). The project has received final approval from the Division of the State Architect (DSA), and the California Department of Education (CDE) as shown in Exhibit A. The District is now in a position to solicit bids for the construction of the theater at Capistrano Valley High School.

Selected drawings (site plan, floor plans and elevations) are shown in Exhibit B. Due to their physical size, the complete set of plans and project manual are available for review in the Purchasing Department. If you wish to review them please contact Terry Fluent, Director, Purchasing at 234-9436. The plans and project manual will also be available at the Board meeting.

CURRENT CONSIDERATIONS

This agenda item pertains to the authorization to advertise Bid No. 1011-06 for the Capistrano Valley High School Performing Arts Theater. Exhibit C is the proposed timeline for the bid process and project construction.

FINANCIAL IMPLICATIONS

The total costs for the performing arts theater, based on the engineer's estimate, would be approximately \$12.7 million. Exhibit D shows the revised and original construction estimates. The District's costs are approximately \$9.7 million and will be funded through CFD 87-1. The CTE grant funding is \$3 million.

STAFF RECOMMENDATION

It is respectfully recommended that the Board President recognize Dr. Joseph Farley, Superintendent, who will introduce Ron Lebs, Deputy Superintendent, Business & Support Services, who will be available to answer any questions Trustees may have. Following discussion, it is respectfully recommended the Board of Trustees authorize the advertising of Bid No. 1011-06 for the Capistrano Valley High School Performing Arts Theater.

DGS **DEPARTMENT OF GENERAL SERVICES**
Division of the State Architect – San Diego Office

7/8/2010 - APPROVAL OF PLAN(S)

ROBERTA MAHLER, SUPERINTENDENT
CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 VALLE ROAD
SAN JUAN CAPISTRANO, 92675

Project: CAPISTRANO VALLEY HIGH SCHOOL

Total Scope of Project: Construction of 1-Theater Building

Increment #: 0

Application #: 04-110424

File #: 30-9

Drawings and specifications for the subject project have been examined and stamped by the Division of the State Architect (DSA) for identification on 7/8/2010. This letter constitutes the "written approval of the plans as to safety of design and construction" required before letting any contract for construction, and applies only to the work shown on these drawings and specifications. The date of this letter is the DSA approval date.

Approval is limited to the particular location shown on the drawings and is conditioned on construction starting within one year from the stamped date. The inspector must be approved and the contract information, including the construction start date, must be given to DSA prior to start of construction.

DSA does not review drawings and specifications for compliance with Parts 3 (California Electrical Code), 4 (California Mechanical Code), and 5 (California Plumbing Code) of Title 24. It is the responsibility of the professional consultants named on the application to verify this compliance.

Please refer only to the boxes checked below which indicate applicable conditions specific to this project:

- ☒ Buildings constructed in accordance with approved drawings and specifications will meet minimum required standard given in Title 24, California Code of Regulations, for structural, and fire and life safety.
- ☐ Due to the nature of the building(s), certain precautions considered necessary to assure long service have not been required. In the condition as built, the building(s) will meet minimum required standards for structural, and fire and life safety. The owner must observe and correct deterioration in the building in order to maintain it in a safe condition.
- ☐ Your attention is drawn to the fact that this application was submitted under the provisions of Sections 39140/81130 of the Education Code which permit repairs or replacement of a fire damaged building to be made in accordance with the drawings and specifications previously approved by this office. The drawings and specifications approved for the reconstruction of this building conform to the drawings and specifications approved under application # _____.
- ☐ These drawings and specifications meet the rules, regulations, and building standards in effect at the time of the original approval and do not necessarily comply with rules, regulations, or building standards currently in effect.
- ☐ Due to the nature of the poles, certain precautions considered necessary to assure long service have not been insisted upon. In their condition as built, they will meet minimum required safety standards; however, your attention is directed to the comparatively short life of wood poles. It will be the responsibility of the owner to maintain them in a safe condition.

Regional Office * 10920 Via Frontera, Suite 300 * San Diego, CA 92127 * (858) 674-5400

EXHIBIT A
(1 of 5)

Application #: 04-110424

File #: 30-9

- ☐ Bleachers or grandstands constructed in accordance with approved drawings and specifications will meet minimum required standards for structural, and fire and life safety. The owner should provide for and require periodic safety inspections throughout the period of use to ensure framing and other parts have not been damaged or removed. On bleachers or grandstands having bolts, locking or safety devices, the owner shall require that all such components be properly tightened or locked prior to each use.
- ☐ This approval is for the part shown only since the drawings and specifications for the proposed work include only the portion of the building to be partially constructed on the subject site. It is understood that a separate application will be subsequently filed, together with drawings and specifications showing a plot plan and details of work necessary for completion. A contract for completion shall not be let before the written approval of such drawings has been obtained from the Department of General Services.
- ☐ The building(s) was designed to support a snow load of 0 pounds per square foot of roof area. Snow removal must be considered if the amount of snow exceeds that for which the building(s) was designed.
- ☒ This constitutes the written approval certifying that the drawings and specifications are in compliance with State regulations for the accommodation of the disabled which are required before letting any contract for construction. (See Section 4454, Government Code.)
- ☐ Your application for the construction of a relocatable building submitted under the provisions of Section 17293 of the Education Code is hereby approved. This approval certifies that the drawings and specifications are in compliance with state regulations for accommodation of the disabled, structural safety, and fire and life safety. This approval applies only to the drawings and specifications for the foundation system, anchorage of the overhead nonstructural elements, and site work related to this project. Documentation has been received indicating that the building was constructed after December 19, 1979, and bears a commercial coach insignia of approval from the Department of Housing and Community Development (HCD). Confirmation that the construction of the HCD building conforms to the appropriate state regulations is done by others. (See Section 17307, Education Code and Section 4454, Government Code.)
- ☒ Deferred Approval(s) Items:
Skylights, Automatic Fire Sprinkler Systems, Elevator Guide Rails and Support Bracket Anchorage, Window Wall Systems or Storefronts with spans greater than 10 feet. Stair Railing. Wheel chair lift guide rail and

This Project has been classified as **Class 1**. An Inspector who is certified by DSA to inspect this class of project must be approved by DSA prior to start of construction.

Please refer to the above application number in all correspondence, reports, etc., in connection with this project.

Sincerely,



Digitally signed by CHRIS CHRISTAKOS
DN: st=California, cn=San Diego, o=California
Department of General Services, ou=Division of the
State Architect, ou=www.verisign.com/repository/CPS
Incorp. by Ref., UAB LTD(c)98, ou=Registered
Engineer License Number - S 3359, title=Supervising
Structural Engineer, cn=CHRIS CHRISTAKOS,
email=chris.christakos@dgs.ca.gov
Date: 2010.07.09 15:58:45 -07'00'

for David F. Thorman, AIA
State Architect

cc:
Architect

PROJECT MANUAL
FOR

CAPISTRANO VALLEY HIGH SCHOOL PERFORMING ARTS THEATER

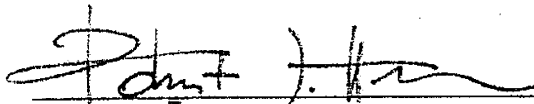
CAPISTRANO UNIFIED SCHOOL DISTRICT

PROJECT 0814000

MAY 2009

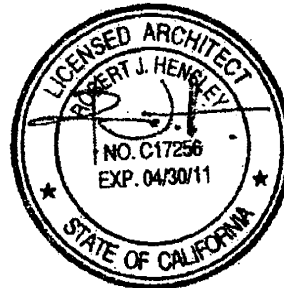
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

WLC ARCHITECTS, INC.
8163 ROCHESTER AVENUE, SUITE 100
RANCHO CUCAMONGA, CA 91730
(909) 987-0909


ROBERT J. HENSLEY 17256
ARCHITECT

Stamp

WLC Architects, Inc.
8163 Rochester Avenue, Suite 100
Rancho Cucamonga, CA 91730
Phone: (909) 987-0909
Fax: (909) 980-9980



DIVISION OF THE STATE ARCHITECT
APPROVALS

Structural Safety

Fire and Life Safety

Access Compliance

FLS: JARED ATAIYAN
ACS: J.V. VITALE

IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT OFFICE OF REGULATION SERVICES		
APPL 04-110424		
AC <u>WV</u>	FLS <u>W</u>	SS <u>DW</u>
DATE <u>7/8/2010</u>		

SS: DNANG



CALIFORNIA
DEPARTMENT OF
EDUCATION

JACK O'CONNELL

STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

June 22, 2010

Capistrano Unified
33122 Valle Road
San Juan Capistrano, CA 92675

Project Tracking No: 66464-97
Re: Capistrano Valley High School
County: Orange
Square Feet: 27,760
Industry Sector: Arts, Media &
Entertainment

Dear Superintendent:

Subject: Final Plan Approval – New Construction – Career Technical Education

The California Department of Education approves the plans with the title sheet date of June 23, 2009, for the above referenced project. The plans were received on June 1, 2010. The plans meet the California Department of Education's standards for educational adequacy (California Code of Regulations, Title 5, 14001 et seq. and Education Code 17251(c) and (d)).

It is the responsibility of the school district to meet all requirements concerning toilet facilities, drinking water supply, sewage disposal, food service facilities and other plan elements having primary health and safety implications. The plans should be reviewed by the local health agency having jurisdiction and a written approval should be secured and filed in the school district's records. If the approved project involves work on an existing school building, it is the responsibility of the school district to meet all Federal, State and local requirements relating to the identification, remediation and/or removal of hazardous levels of lead and asbestos containing materials before or during construction. It is the responsibility of the district to complete all of the mitigation measures identified in the documents submitted to the California Department of Education for review.

The project as approved consists of: theater, Black Box theater, production digital recording lab, stagecraft lab, toilets, custodial, concessions, dressing rooms and offices. The California Department of Education recognizes the stage and the sound lighting lab within the theater as CTE teaching stations. Additionally, the choral classroom, band rooms, adjoining practice rooms, library and office are not eligible expenditures under the Career Technical Education Facilities Program and, consequently, are not recognized in this approval letter.

Capistrano Unified
June 22, 2010
Page 2

PTN: 66464-97
Capistrano Valley High School

The California Department of Education has reviewed the plans to ensure the construction project is consistent with the changes approved by the Department of Education and the Office of Public School Construction of the original Career Technical Education Facilities Program application that received a score of 122.5.

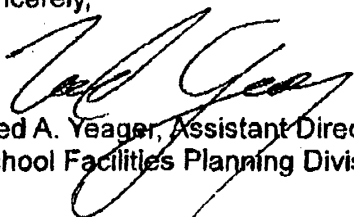
The district has certified that this project is either exempt from, or has completed, the California Environmental Quality Act (CEQA) process.

The district has met the requirements of Education Code 17213.1 regarding the preparation of a Phase I environmental assessment or a Preliminary Endangerment Assessment (PEA), and/or the completion of a Response Action, and the Department of Toxic Substances Control has issued a determination letter dated December 14, 2009 indicating that no action or no further action is required for this site.

For projects to be funded under the Leroy F. Greene School Facility Act of 1998, funding requests to the State Allocation Board must be submitted within two (2) years of the date of this letter. If the district is not seeking financial assistance from the State Allocation Board, the project must commence construction within two (2) years of the date of this letter. Regardless of the funding source, if, prior to construction, changes are made to the plans that would affect or alter the California Department of Education's original approval (including but not limited to changes in surrounding land uses, the master plan capacity of the project, changes in code and/or regulation, or a subsequent CEQA determination), the plan may be subject to reevaluation using the most recent standards.

Please contact the consultant identified below if you have questions regarding this letter.

Sincerely,



Fred A. Yeager, Assistant Director
School Facilities Planning Division



John Gordon, Consultant
School Facilities Planning Division

DP6645/P5860/CTEAP
cc: Architect

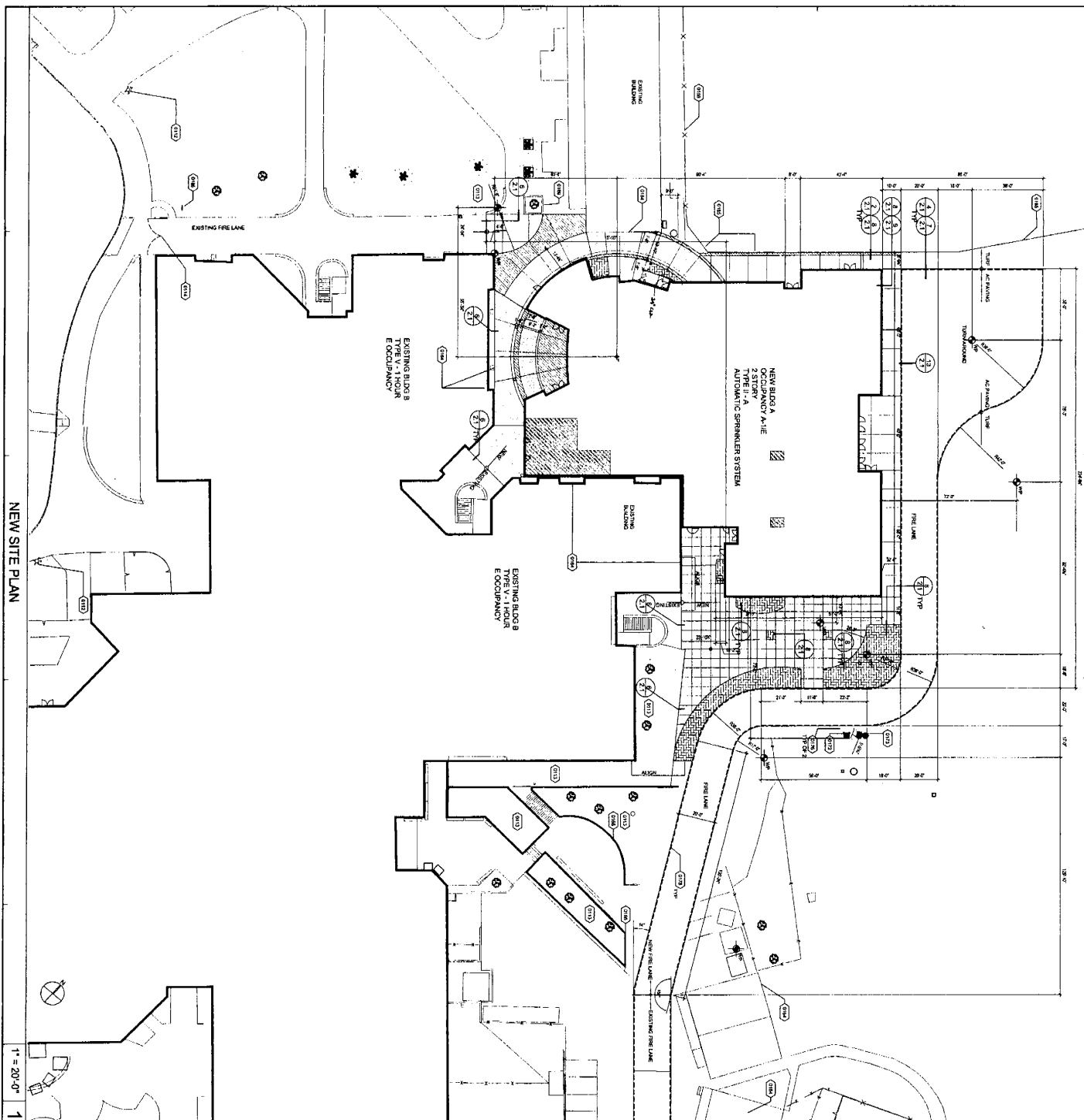


Figure 1: Typical cross-section of a composite floor system. The diagram shows a vertical cross-section of a floor assembly. From top to bottom, the layers are: a 1/2 inch thick concrete topping; a 4-inch thick concrete slab; a 1/2 inch thick steel deck; a 1/2 inch thick concrete layer; a 1/2 inch thick steel deck; a 1/2 inch thick concrete layer; a 1/2 inch thick steel deck; and a 1/2 inch thick concrete layer. The total thickness is 12 inches. The diagram is labeled with dimensions and material types.

GENERAL NOTES

REFERENCE NOTES

PROJECT ADDRESS

WEC⁹³
Architects, Inc.
KING OF THE HILL, TEXAS • 78150
SOUTHERN CALIFORNIA
8163 Rockstar Avenue, Suite 100
Architects, Carmichael, CA 95821
Architects 917.70.0229
at 919.593.4009
fax 919.593.9860

CAPISTRANO VALLEY - PERFORMING ARTS THEATER
CAPISTRANO UNIFIED SCHOOL DISTRICT
MISSION VIEJO, CA

EXHIBIT B
(1 of 6)

[illegible]

[illegible]

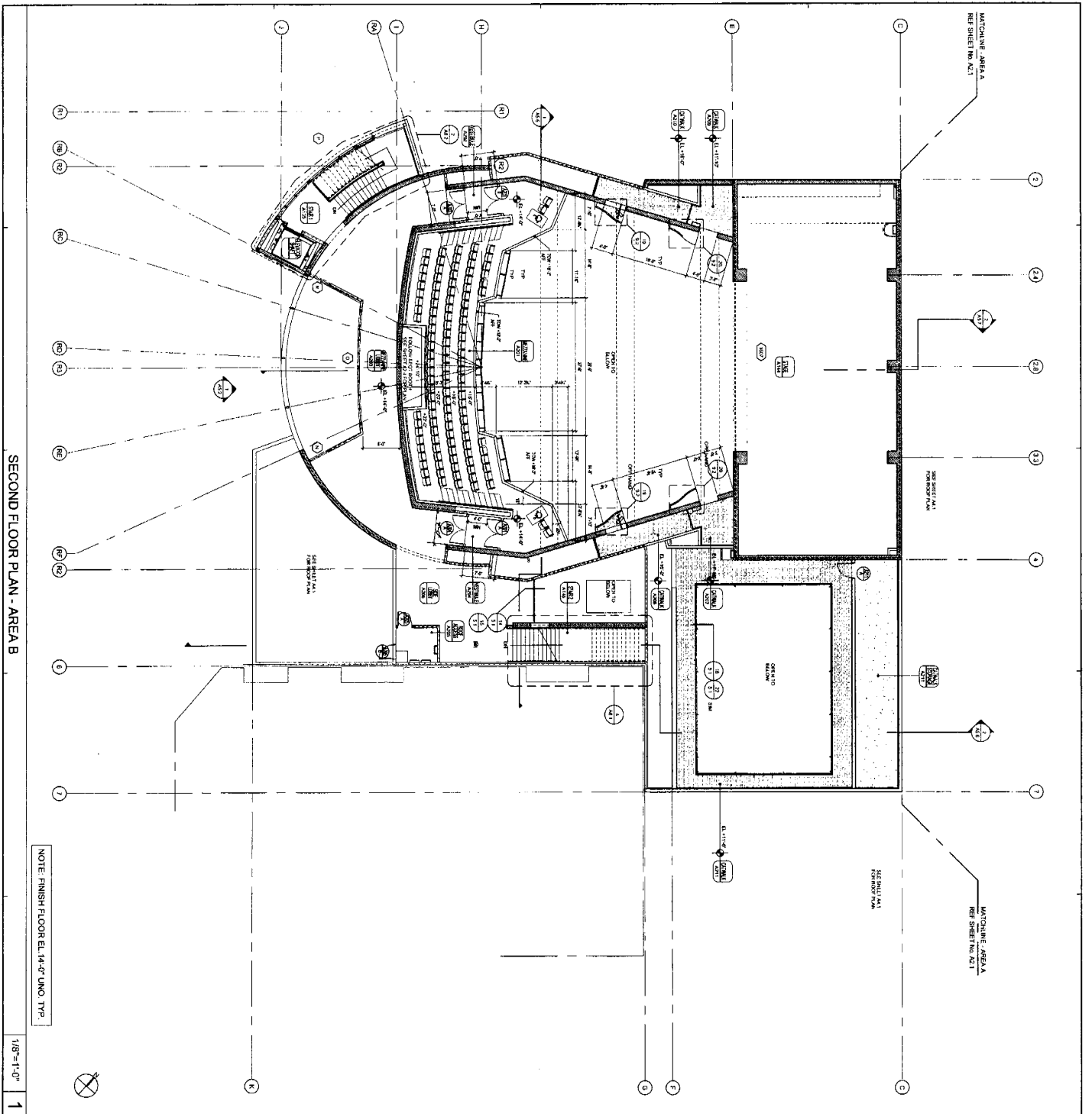
1018 LINE OF SIGHT ABOVE
1912 AUTOMATIC FIRE SPRINKLER RISER, SEE PLUMB DWGS

NOTE: FINISH FLOOR EL. 0'-0" UNO. TYPE

FIRST FLOOR PLAN - AREA A

1/8"=1'-0"	1
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REFERENCE NOTES



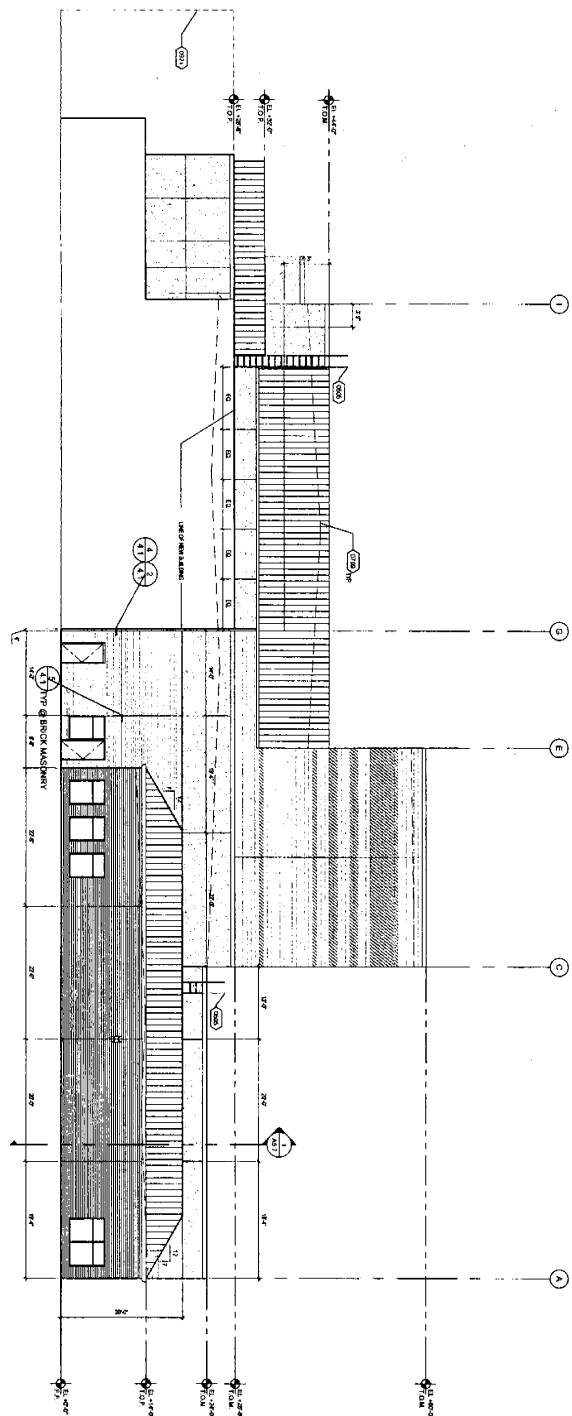
SECOND FLOOR PLAN - AREA B

NOTE: FINISH FLOOR EL. 14'-0" UNO TYP.

1/8"=1'-0"

REFERENCE NOTES

- GENERAL NOTES:**
1. REFER TO ROOM FINISH SCHEDULE FOR INTERIOR WALL FINISHES
 2. CONCRETE CURB CAN HAVE FINISH FACE OF CONCRETE
 3. CONCRETE CURB CAN HAVE FINISH FACE OF INTERIOR
 4. REFER TO STRUCTURAL DRAWING FOR DETAIL A AND DETAIL B
 5. ALL WINDOW STUD WALLS SHALL HAVE BAT SOUND INSULATION
 6. REFER TO EXTERIOR ELEVATION FOR EXTERIOR WALL FINISHES
 7. REFER TO EXTERIOR ELEVATION FOR EXTERIOR WALL FINISHES
 8. REFER TO DRAWING NUMBER 4.1 FOR WINDOW TYPES AND DETAILS
 9. REFER TO SHEET 1.1 FOR DOORS WITH FINISH CARBON
 10. REFER TO SHEET 1.1 FOR DOORS WITH FINISH CARBON
 11. REFER TO SHEET 1.1 FOR DOORS WITH FINISH CARBON
- LEGEND**
- 4" REIN. STUD WALL
 - 1" REIN. INTER. METAL STUD WALL
 - REF. DETAILS 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 3.0, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 4.0, 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 5.0, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 6.0, 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 7.0, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 8.0, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 9.0, 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, 10.0, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 11.0, 11.1, 11.2, 11.3, 11.4, 11.5, 11.6, 11.7, 11.8, 11.9, 12.0, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 13.0, 13.1, 13.2, 13.3, 13.4, 13.5, 13.6, 13.7, 13.8, 13.9, 14.0, 14.1, 14.2, 14.3, 14.4, 14.5, 14.6, 14.7, 14.8, 14.9, 15.0, 15.1, 15.2, 15.3, 15.4, 15.5, 15.6, 15.7, 15.8, 15.9, 16.0, 16.1, 16.2, 16.3, 16.4, 16.5, 16.6, 16.7, 16.8, 16.9, 17.0, 17.1, 17.2, 17.3, 17.4, 17.5, 17.6, 17.7, 17.8, 17.9, 18.0, 18.1, 18.2, 18.3, 18.4, 18.5, 18.6, 18.7, 18.8, 18.9, 19.0, 19.1, 19.2, 19.3, 19.4, 19.5, 19.6, 19.7, 19.8, 19.9, 20.0, 20.1, 20.2, 20.3, 20.4, 20.5, 20.6, 20.7, 20.8, 20.9, 21.0, 21.1, 21.2, 21.3, 21.4, 21.5, 21.6, 21.7, 21.8, 21.9, 22.0, 22.1, 22.2, 22.3, 22.4, 22.5, 22.6, 22.7, 22.8, 22.9, 23.0, 23.1, 23.2, 23.3, 23.4, 23.5, 23.6, 23.7, 23.8, 23.9, 24.0, 24.1, 24.2, 24.3, 24.4, 24.5, 24.6, 24.7, 24.8, 24.9, 25.0, 25.1, 25.2, 25.3, 25.4, 25.5, 25.6, 25.7, 25.8, 25.9, 26.0, 26.1, 26.2, 26.3, 26.4, 26.5, 26.6, 26.7, 26.8, 26.9, 27.0, 27.1, 27.2, 27.3, 27.4, 27.5, 27.6, 27.7, 27.8, 27.9, 28.0, 28.1, 28.2, 28.3, 28.4, 28.5, 28.6, 28.7, 28.8, 28.9, 29.0, 29.1, 29.2, 29.3, 29.4, 29.5, 29.6, 29.7, 29.8, 29.9, 30.0, 30.1, 30.2, 30.3, 30.4, 30.5, 30.6, 30.7, 30.8, 30.9, 31.0, 31.1, 31.2, 31.3, 31.4, 31.5, 31.6, 31.7, 31.8, 31.9, 32.0, 32.1, 32.2, 32.3, 32.4, 32.5, 32.6, 32.7, 32.8, 32.9, 33.0, 33.1, 33.2, 33.3, 33.4, 33.5, 33.6, 33.7, 33.8, 33.9, 34.0, 34.1, 34.2, 34.3, 34.4, 34.5, 34.6, 34.7, 34.8, 34.9, 35.0, 35.1, 35.2, 35.3, 35.4, 35.5, 35.6, 35.7, 35.8, 35.9, 36.0, 36.1, 36.2, 36.3, 36.4, 36.5, 36.6, 36.7, 36.8, 36.9, 37.0, 37.1, 37.2, 37.3, 37.4, 37.5, 37.6, 37.7, 37.8, 37.9, 38.0, 38.1, 38.2, 38.3, 38.4, 38.5, 38.6, 38.7, 38.8, 38.9, 39.0, 39.1, 39.2, 39.3, 39.4, 39.5, 39.6, 39.7, 39.8, 39.9, 40.0, 40.1, 40.2, 40.3, 40.4, 40.5, 40.6, 40.7, 40.8, 40.9, 41.0, 41.1, 41.2, 41.3, 41.4, 41.5, 41.6, 41.7, 41.8, 41.9, 42.0, 42.1, 42.2, 42.3, 42.4, 42.5, 42.6, 42.7, 42.8, 42.9, 43.0, 43.1, 43.2, 43.3, 43.4, 43.5, 43.6, 43.7, 43.8, 43.9, 44.0, 44.1, 44.2, 44.3, 44.4, 44.5, 44.6, 44.7, 44.8, 44.9, 45.0, 45.1, 45.2, 45.3, 45.4, 45.5, 45.6, 45.7, 45.8, 45.9, 46.0, 46.1, 46.2, 46.3, 46.4, 46.5, 46.6, 46.7, 46.8, 46.9, 47.0, 47.1, 47.2, 47.3, 47.4, 47.5, 47.6, 47.7, 47.8, 47.9, 48.0, 48.1, 48.2, 48.3, 48.4, 48.5, 48.6, 48.7, 48.8, 48.9, 49.0, 49.1, 49.2, 49.3, 49.4, 49.5, 49.6, 49.7, 49.8, 49.9, 50.0, 50.1, 50.2, 50.3, 50.4, 50.5, 50.6, 50.7, 50.8, 50.9, 51.0, 51.1, 51.2, 51.3, 51.4, 51.5, 51.6, 51.7, 51.8, 51.9, 52.0, 52.1, 52.2, 52.3, 52.4, 52.5, 52.6, 52.7, 52.8, 52.9, 53.0, 53.1, 53.2, 53.3, 53.4, 53.5, 53.6, 53.7, 53.8, 53.9, 54.0, 54.1, 54.2, 54.3, 54.4, 54.5, 54.6, 54.7, 54.8, 54.9, 55.0, 55.1, 55.2, 55.3, 55.4, 55.5, 55.6, 55.7, 55.8, 55.9, 56.0, 56.1, 56.2, 56.3, 56.4, 56.5, 56.6, 56.7, 56.8, 56.9, 57.0, 57.1, 57.2, 57.3, 57.4, 57.5, 57.6, 57.7, 57.8, 57.9, 58.0, 58.1, 58.2, 58.3, 58.4, 58.5, 58.6, 58.7, 58.8, 58.9, 59.0, 59.1, 59.2, 59.3, 59.4, 59.5, 59.6, 59.7, 59.8, 59.9, 60.0, 60.1, 60.2, 60.3, 60.4, 60.5, 60.6, 60.7, 60.8, 60.9, 61.0, 61.1, 61.2, 61.3, 61.4, 61.5, 61.6, 61.7, 61.8, 61.9, 62.0, 62.1, 62.2, 62.3, 62.4, 62.5, 62.6, 62.7, 62.8, 62.9, 63.0, 63.1, 63.2, 63.3, 63.4, 63.5, 63.6, 63.7, 63.8, 63.9, 64.0, 64.1, 64.2, 64.3, 64.4, 64.5, 64.6, 64.7, 64.8, 64.9, 65.0, 65.1, 65.2, 65.3, 65.4, 65.5, 65.6, 65.7, 65.8, 65.9, 66.0, 66.1, 66.2, 66.3, 66.4, 66.5, 66.6, 66.7, 66.8, 66.9, 67.0, 67.1, 67.2, 67.3, 67.4, 67.5, 67.6, 67.7, 67.8, 67.9, 68.0, 68.1, 68.2, 68.3, 68.4, 68.5, 68.6, 68.7, 68.8, 68.9, 69.0, 69.1, 69.2, 69.3, 69.4, 69.5, 69.6, 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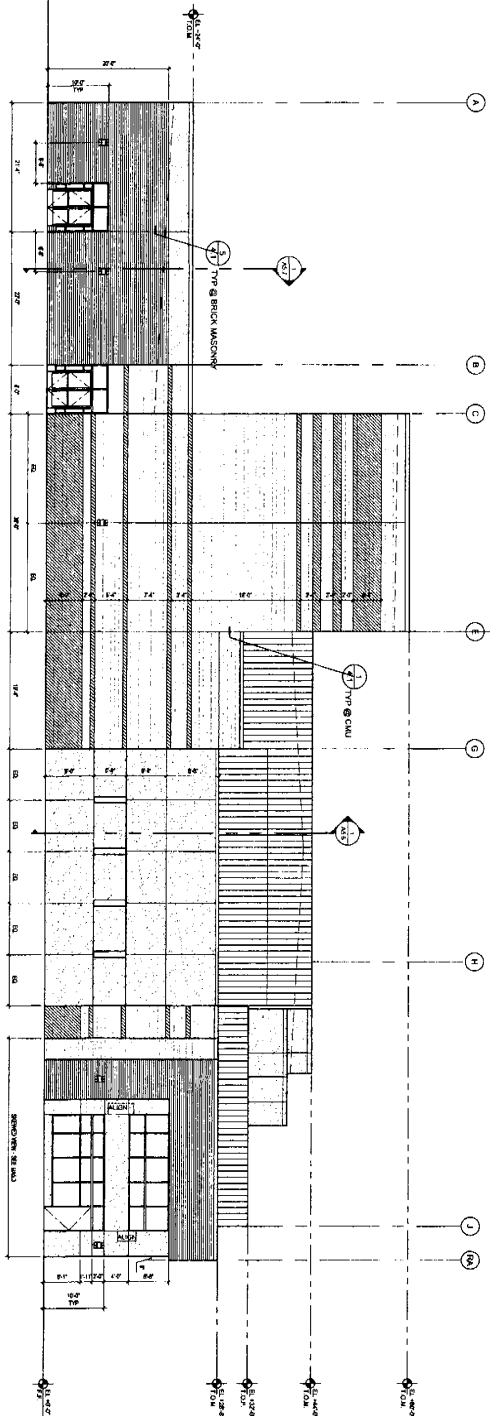


EAST

1/8" = 1'-0"

LEGEND

- (306) ROOF ACCESS LADDER PER DET 200.1
- (309) LINE OF ROOF LEVEL BEYOND
- (307) LINE OF EXISTING BUILDING



WEST

1/8" = 1'-0"

REFERENCE NOTES

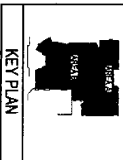
- 1. THE MATERIALS, COLORS AND FINISHES SHALL BE ASSIGNED TO THE ARCHITECT BY THE CLIENT.
- 2. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE SELECTION OF THE MATERIALS, COLORS AND FINISHES.
- 3. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE SELECTION OF THE MATERIALS, COLORS AND FINISHES.
- 4. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE SELECTION OF THE MATERIALS, COLORS AND FINISHES.
- 5. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE SELECTION OF THE MATERIALS, COLORS AND FINISHES.

CAPISTRANO VALLEY - PERFORMING ARTS THEATER

CAPISTRANO UNIFIED SCHOOL DISTRICT
MISSION VIEJO, CA

EXHIBIT B
(5 of 6)

WEL
Architects, Inc.
SOUTHERN CALIFORNIA
8103 Redwood Avenue, Suite 100
Carlsbad, CA 92008
Tel: 760/439-1234
Fax: 760/439-1235



KEY PLAN



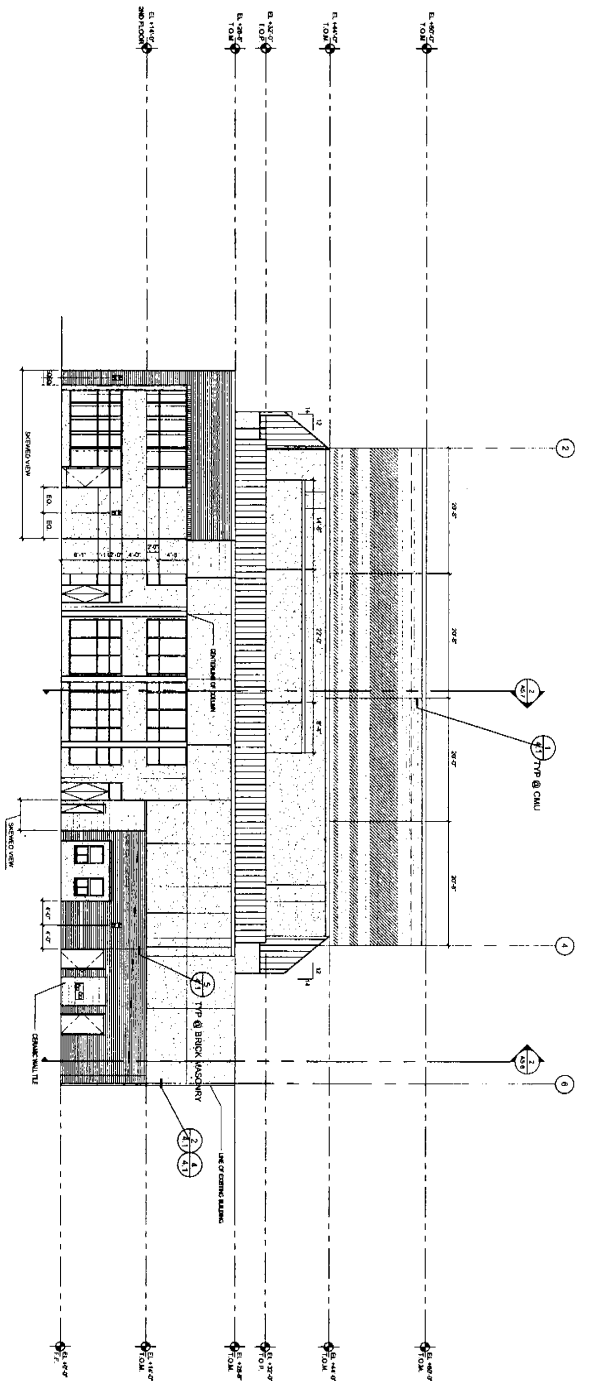
CONSULTANT

NO.	DATE	BY	DESCRIPTION
1	04-11-04	WEL	PRELIMINARY
2	04-11-04	WEL	REVISED
3	04-11-04	WEL	REVISED
4	04-11-04	WEL	REVISED
5	04-11-04	WEL	REVISED
6	04-11-04	WEL	REVISED
7	04-11-04	WEL	REVISED
8	04-11-04	WEL	REVISED
9	04-11-04	WEL	REVISED
10	04-11-04	WEL	REVISED

DATE: 04-11-04
SCALE: 1/8" = 1'-0"
PROJECT NUMBER: 04-11-04

OWNER: CAPISTRANO VALLEY
DATE: 04-11-04
SCALE: 1/8" = 1'-0"
PROJECT NUMBER: 04-11-04

ISSUING NUMBER: A5.1

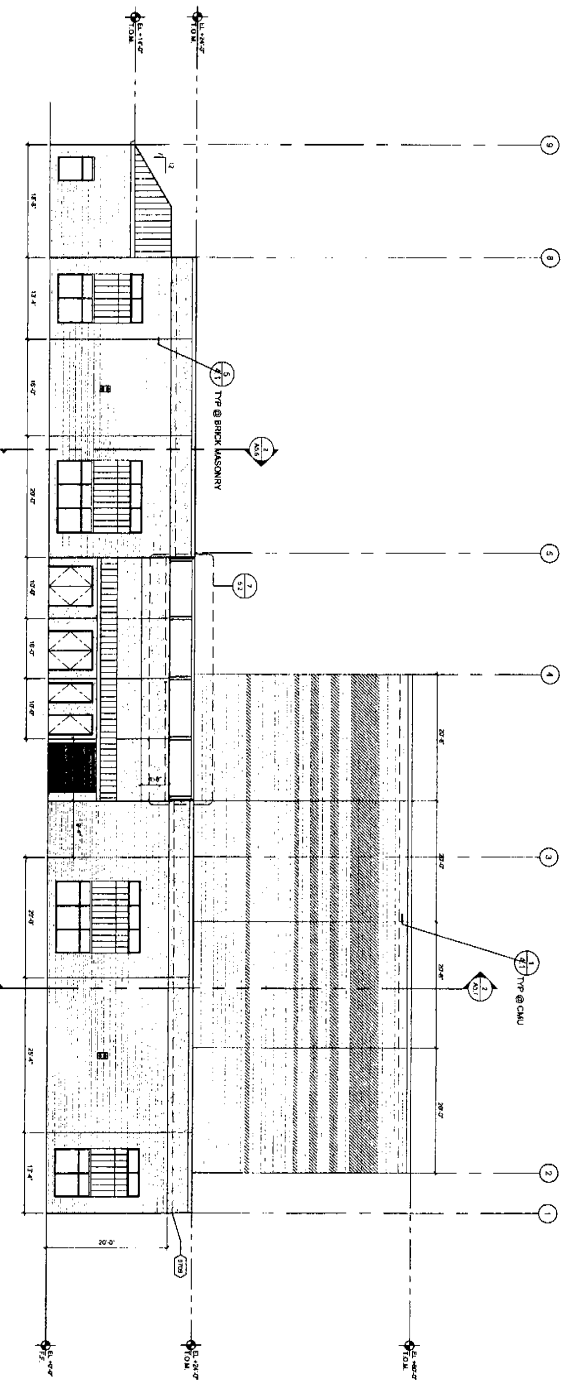


SOUTH

1/8" = 1'-0"

LEGEND

- 1. TYPE @ CMU
- 2. TYPE @ BRICK MASONRY
- 3. LINE OF FINISH STAIRS
- 4. SECTION LINE
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- 99. SECTION LINE
- 100. SECTION LINE



NORTH

1/8" = 1'-0"

REFERENCE NOTES

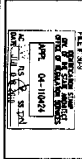
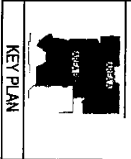
CAPISTRANO VALLEY - PERFORMING ARTS THEATER

CAPISTRANO UNIFIED SCHOOL DISTRICT

MISSION VIE W, CA

EXHIBIT B
(6 of 6)

WEC
Architects, Inc.
SOUTHERN CALIFORNIA
Kendall, California
Tel: 609.988.2400
Fax: 609.988.2400
www.wecarchitects.com



NO	DATE	BY	DESCRIPTION
1	04-10-24	WEC	WEC
2	04-10-24	WEC	WEC
3	04-10-24	WEC	WEC
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95	04-10-24	WEC	WEC
96	04-10-24	WEC	WEC
97	04-10-24	WEC	WEC
98	04-10-24	WEC	WEC
99	04-10-24	WEC	WEC
100	04-10-24	WEC	WEC

DRAWING NUMBER
AF 86

CAPISTRANO VALLEY HIGH SCHOOL PERFORMING ARTS THEATER
Proposed Timeline

Approval to Advertise	August 24, 2010
Advertisement #1	August 31, 2010
Advertisement #2	September 7, 2010
Mandatory Job Walk	October 5, 2010
Bid Opening	November 2, 2010
Award	December 7, 2010
Notice to Proceed	December 14, 2010
Pre-Construction Meeting	December 2010
Construction Start	January 2011
Construction Completion	July 2012

Construction time 540 calendar days



CAPISTRANO UNIFIED SCHOOL DISTRICT
CAPISTRANO VALLEY HIGH SCHOOL
PERFORMING ARTS FACILITY - EXHIBIT "A"
REVISED CONSTRUCTION ESTIMATE

July 21, 2010

	Percent Factor	Percent Project	Budgeted Amount
A. ESTIMATED CONSTRUCTION (HARD) COSTS			
1 New Building Construction			\$ 8,463,478
2 Existing Building Modifications			\$ 25,000
3 Sustainable Architecture			\$ 435,000
4 Performing Arts Equipment (included in building cost above)			\$ -
5 General Site Development			\$ 541,546
6 Subtotal:			\$ 9,465,024
7 Demo / Removal Building & Site			\$ 27,000
8 Wet Utilities (Water, Sewer, Drainage, Fire) Upgrades			\$ 126,757
9 Dry Utilities (Electrical, Low Voltage) Upgrades			\$ 119,320
10 Site Clean-Up (DTSC/HAZMAT)			\$ -
11 Subtotal:			\$ 273,077
12 Available for Construction (Prime Contractor Bids)		76.1%	\$ 9,738,101
13 Construction Estimate Contingency	1.0%		\$ 97,381
14 Subtotal:		76.9%	\$ 9,835,482
15 CM's or GC's General Conditions Costs	6.0%		\$ 584,286
16 Subtotal:		81.5%	\$ 10,419,768
17 CM's or CG's Fees	6.2%		\$ 600,395
18 BID CONTINGENCY (Escalation)	1.0%		\$ 110,202
19 TOTAL EST. CONSTRUCTION COST:	87.0%		\$ 11,130,365

B. ESTIMATED PROJECT (SOFT) COSTS			
20 Site Surveys / Topos	lump sum		\$ 25,974
21 Site Geotech / Soil Borings	lump sum		\$ 23,395
22 Furniture, Fixtures, Equipment (FFE) Allowance	lump sum		\$ 200,000
23 Architect/Engineer Fees	lump sum		\$ 768,631
24 Specialty Consultants	1.90%		
a. Acoustical Engineer			\$ 60,900
b. Theatre Engineer			\$ 53,000
25 DSA Plancheck Fees	0.55%		\$ 61,065
26 CDE Project Review Fees	0.07%		\$ 7,791
27 DTSC/HAZMAT Environmental Consultant/Fees	0.25%		\$ 27,826
28 CEQA Consultant	1.00%		\$ 54,641
29 Utility City/County Fees & Inspections	lump sum		\$ 50,000
30 DSA Inspector of Record	1.25%		\$ 139,130
31 Special Inspection + Materials Testing	0.45%		\$ 50,087
32 Labor Compliance Program Administration	0.00%		\$ -
33 Bidding / Reimbursable	0.25%		\$ 24,345
34 Subtotal:		12.1%	\$ 1,546,785
35 PROJECT CONTINGENCY (District reserve added cost)	1.00%		\$ 111,304
36 TOTAL ESTIMATED SOFT COST:	13.0%		\$ 1,658,089

38 TOTAL ESTIMATED PROJECT BUDGET:	\$ 12,788,454
39 PROJECT ELIGIBILITY (OPSC APPROVED GRANT):	\$ 3,000,000
40 DISTRICT LOCAL FUNDING:	\$ 9,788,454
41 TOTAL AVAILABLE FUNDING:	\$ 12,788,454

PREPARED BY ARCHITECT:

APPROVED BY DISTRICT:

X



CAPISTRANO UNIFIED SCHOOL DISTRICT

CAPISTRANO VALLEY HIGH SCHOOL
PERFORMING ARTS FACILITY - EXHIBIT "A"
ORIGINAL CONSTRUCTION ESTIMATE

February 16, 2009

	Budgeted Amount	% Complete	Budgeted Amount for DSA Approval & Bidding
A. ESTIMATED CONSTRUCTION (HARD) COSTS			
1 New Building Construction	\$ 6,717,075		
2 Existing Building Modifications	\$ 91,000		
3 Sustainable Architecture	\$ 403,025		
4 Remodel of Existing Buildings	\$ -		
5 General Site Development	\$ 235,000		
6 Subtotal:	\$ 7,446,100	0%	\$ -
7 Demo / Removal Building & Site	\$ 48,000		
8 Wet Utilities (Water, Sewer, Drainage, Fire) Upgrades	\$ 73,000		
9 Dry Utilities (Electrical, Low Voltage) Upgrades	\$ 135,000		
10 Site Clean-Up (DTSC/HAZMAT)	\$ 50,000		
11 Subtotal:	\$ 306,000	0%	\$ -
12 Available for Construction (Prime Contractor Bids)	\$ 7,752,100	0%	\$ -
13 Construction Estimate Contingency	\$ 387,605		
14 Subtotal:	\$ 8,139,705	0%	\$ -
15 CM's or GC's General Conditions Costs	\$ 465,126		
16 Subtotal:	\$ 8,604,831	0%	\$ -
17 CM's or CG's Fees	\$ 498,361		
18 BID CONTINGENCY (Escalation)	\$ 546,192		
19 TOTAL EST. CONSTRUCTION COST:	\$ 9,649,384	0%	\$ -

B. ESTIMATED PROJECT (SOFT) COSTS

20 Site Surveys / Topos	\$ 25,974	100%	\$ 25,974
21 Site Geotech / Soil Borings	\$ 23,395	100%	\$ 23,395
22 Furniture, Fixtures, Equipment (FFE) Allowance	\$ 400,000	0%	\$ -
23 Architect/Engineer Fees	\$ 768,631	80%	\$ 614,905
24 Specialty Consultants			
a. Acoustical Engineer	\$ 60,900	80%	\$ 48,720
b. Theatre Engineer	\$ 53,000	80%	\$ 42,400
25 DSA Plancheck Fees	\$ 53,512	100%	\$ 53,512
26 CDE Project Review Fees	\$ 6,755	100%	\$ 6,755
27 DTSC/HAZMAT Environmental Consultant/Fees	\$ 33,773	100%	\$ 33,773
28 CEQA Consultant	\$ 54,641	100%	\$ 54,641
29 Utility City/County Fees & Inspections	\$ 100,000	50%	\$ 50,000
30 DSA Inspector of Record	\$ 144,741	0%	\$ -
31 Special Inspection + Materials Testing	\$ 48,247	0%	\$ -
32 Labor Compliance Program Administration	\$ -	0%	\$ -
33 Bidding / Reimbursable	\$ 58,141	75%	\$ 43,606
34 Subtotal:	\$ 1,831,709	0%	\$ 997,680
35 PROJECT CONTINGENCY (District reserve added cost)	\$ 434,222	10%	\$ 43,422
36 TOTAL ESTIMATED SOFT COST:	\$ 2,265,932	46%	\$ 1,041,102
37			
38 TOTAL ESTIMATED PROJECT BUDGET:	\$ 11,915,316	9%	\$ 1,041,102
39 SOFT COST (School Board Approved to Date)	\$ 823,272	81%	\$ 669,546
40 SOFT COST (Approved by School Board on December 8, 2008)			\$ 823,272

PREPARED BY ARCHITECT:

APPROVED BY DISTRICT:

X