

CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 Valle Road
San Juan Capistrano, CA 92675

BOARD OF TRUSTEES
Regular Meeting

December 12, 2011

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

AGENDA

CLOSED SESSION AT 5:30 P.M.

1. CALL TO ORDER

2. CLOSED SESSION COMMENTS

3. CLOSED SESSION (as authorized by law)

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Number of Cases – One

(Pursuant to Government Code §54956.9(a))

Superior Court of the State of California
County of Orange – Central Justice Center
Case No. 30-2011-00509680

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Dr. Joseph M. Farley/Ron Lebs/Randy Rowles

to provide direction on possible sale and terms for District property at:

2 Liberty, Aliso Viejo, CA 92656

(Pursuant to Government Code §54956.8)

C. STUDENT EXPULSIONS

Deliberations of Findings of Fact and Recommendations

(Pursuant to Education Code §48918(c) and §35145)

EXHIBITS 3C1-C5

D. CONFERENCE WITH LABOR NEGOTIATORS

Joseph M. Farley/Jodee Brentlinger/Ron Lebs/Julie Hatchel/Sara Jocham/Jeff Bristow

Employee Organizations:

1) Capistrano Unified Education Association (CUEA)

2) California School Employees Association (CSEA)

3) Teamsters

4) Unrepresented Employees (CUMA)

(Pursuant to Government Code §54957.6)

PUBLIC HEARING: Agenda Item #5 – Draft Plans for Trustee Area Boundary Redistricting

PUBLIC HEARING: Agenda Item #7 – SELPA Annual Service Plan

PUBLIC HEARING: Agenda Item #9 – Romero Bill/Open Enrollment Act Waiver Request

RECORDING OF SCHOOL BOARD MEETINGS

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

OPEN SESSION AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA – ROLL CALL

REPORT ON CLOSED SESSION ACTION

REORGANIZATION OF THE BOARD

1. REORGANIZATION OF BOARD – ELECTION OF PRESIDENT:

ACTION

The Capistrano Unified School District Board of Trustees is conforming to Education Code requirements by holding its annual organizational meeting at the December 12, 2011, meeting. Board Policy 9100, *Annual Organizational Meeting*, presents the order of business for this meeting. Agenda items 1 through 3 may be completed under this agenda item. There is no financial impact.

Vote _____

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Joe Farley, Superintendent

Staff Recommendation

AGENDA ITEM 1

The Superintendent will facilitate the election of the Board President. The Board may do this by oral nominations and voting, or by ballot after oral nominations are made.

AGENDA ITEMS 2 & 3

As soon as the new Board President is elected, he or she will immediately assume the role of President and will commence with the election of the Vice President and Clerk, then proceed with the other items on the evening's agenda.

Motion by _____ Seconded by _____

2. REORGANIZATION OF BOARD – ELECTION OF VICE PRESIDENT:

ACTION

Motion by _____ Seconded by _____

Vote _____

3. REORGANIZATION OF BOARD – ELECTION OF CLERK:

ACTION

Motion by _____ Seconded by _____

Vote _____

WINTER MUSIC PROGRAM

Aliso Niguel High School Madrigals -Under the Direction of Jason Harney

SPECIAL RECOGNITIONS

Student Body President's Report – Dana Hills High School

BREAK

BOARD PRESIDENT PRESENTATION

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

4. **SELECTION OF TRUSTEE PARTICIPATION ON VARIOUS COMMITTEES:**
Every year at the organizational meeting in December, Trustee assignments are made to various committees and other groups in which there is an expectation of Board representation. The supporting documentation is a listing of appointment assignments, with meeting date information, and the name or names of the Trustee who served on the committee during 2011. This agenda item requests the Board of Trustees select a member or members to serve on one or more of the committees during 2012. There is no financial impact.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Joe Farley, Superintendent

Staff Recommendation

It is recommended the Board of Trustees review the various committees as listed in the exhibit and reach a consensus and/or take a formal vote on which Trustees will participate on the various committees.

ACTION
Page 1
EXHIBIT 4

PUBLIC HEARING

5. **PUBLIC HEARING OF DRAFT PLANS FOR TRUSTEE AREA BOUNDARY REDISTRICTING:**

The Board will conduct a public hearing on the draft plans for trustee area boundary redistricting. Supporting information is located in Exhibit 6.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Staff Recommendation

It is recommended the Board President open the public hearing, determine if members of the public have submitted requests to speak on this item, and after hearing any speakers, formally close the hearing before proceeding to the next agenda item.

INFORMATION/
DISCUSSION

6. **DRAFT PLANS FOR TRUSTEE AREA BOUNDARY REDISTRICTING:**
On November 14, 2011, Trustees approved Resolution No. 1112-25, Establishing Criteria for Adjusting Trustee Area Boundaries. National Demographics Corporation, which was selected through RFQ No. 5-1112, has been working on a set of draft plans for Trustee review and consideration in conjunction with this evening's scheduled public hearing.

Due to time constraints and printing deadlines, the draft plans will be posted on the District website on the Agenda & Supporting Documents 2011 page.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees provide direction regarding the draft plans for Trustee area boundary redistricting.

INFORMATION/
DISCUSSION
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EXHIBIT 6

7. **PUBLIC HEARING FOR CAPISTRANO UNIFIED SCHOOL DISTRICT SPECIAL EDUCATION LOCAL PLAN AREA ANNUAL SERVICE PLAN:**

The Board will conduct a public hearing on the Capistrano Unified School District Special Education Local Plan Area Annual Service Plan. Supporting information is located in Exhibit 8.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Staff Recommendation

It is recommended the Board President open the public hearing, determine if members of the public have submitted requests to speak on this item, and after hearing any speakers, formally close the hearing before proceeding to the next agenda item.

INFORMATION/
DISCUSSION

8. CAPISTRANO UNIFIED SCHOOL DISTRICT SPECIAL EDUCATION LOCAL PLAN AREA ANNUAL SERVICE PLAN:

DISCUSSION/
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EXHIBIT 8

Each Special Education Local Plan Area is obligated to submit an Annual Service Plan to the state. The Annual Service Plan is required to be adopted at a public hearing and must identify the Individualized Education Plan services the District intends to provide to students. The plan indicates services offered by the District at school locations within the District and at other public and private locations. It also requires adoption of the California State Management Information System number codes to represent services.

CUSD Strategic Pillar 3: Academic Achievement & Enrichment

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

Staff Recommendation

It is recommended the Board President recognize Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations, to present this item.

Following discussion, it is recommended the Board of Trustees approve the 2011-2012 SELPA Annual Service Plan.

Motion by _____

Seconded by _____

ROLL CALL:

Student Advisor Ryan Pallas _____

Trustee Addonizio _____

Trustee Alpay _____

Trustee Brick _____

Trustee Bryson _____

Trustee Hatton _____

Trustee Palazzo _____

Trustee Pritchard _____

9. PUBLIC HEARING FOR ROMERO BILL/OPEN ENROLLMENT ACT WAIVER REQUESTS:

INFORMATION/
DISCUSSION

The Board will conduct a public hearing on the Romero Bill/Open Enrollment Act Waiver Requests. Supporting information is located in Exhibit 10.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation

It is recommended the Board President open the public hearing, determine if members of the public have submitted requests to speak on this item, and after hearing any speakers, formally close the hearing before proceeding to the next agenda item.

10. ROMERO BILL/OPEN ENROLLMENT ACT WAIVER REQUESTS:

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EXHIBIT 10

This item requests the Romero Bill/Open Enrollment Act Waiver Requests for the following schools identified on the 2012-2013 list based on 2011 Academic Performance Index (API) scores: Kinoshita, Marblehead, San Juan, and Viejo elementary schools. Senate Bill SBX5-4, referred to as the Romero Bill/Open Enrollment Act, requires the State Superintendent of Public Instruction to compile a list of California's 1,000 "low achieving" schools according to API scores. Students attending schools on the list are granted the right to transfer out of the District, although districts are encouraged to provide in-district transfer options as well. In constructing the list of 1,000 schools, no local educational agency can have more than 10 percent of its schools deemed as open enrollment/low achieving schools. As a result, schools with an API close to or over 800 were included on the list. The District is seeking a general waiver request of Education Code §48352 excluding Kinoshita, Marblehead, San Juan, and Viejo elementary schools from the low achieving schools list.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation

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

Following a public hearing, it is recommended the Board of Trustees approve the General Waiver Requests to waive Education Code §48352, excluding Kinoshita, Marblehead, San Juan, and Viejo elementary schools from the 2012-2013 list of low achieving schools.

Motion by _____

Seconded by _____

ROLL CALL:

Student Advisor Ryan Pallas _____

Trustee Addonizio _____

Trustee Alpay _____

Trustee Brick _____

Trustee Bryson _____

Trustee Hatton _____

Trustee Palazzo _____

Trustee Pritchard _____

DISCUSSION/ACTION ITEMS

11. CHARTER SCHOOL MATERIAL REVISION REQUEST - OXFORD PREPARATORY ACADEMY:

Oxford Preparatory Academy (OPA) submitted a request for a Material Revision to their existing charter, which was authorized by the District's Board of Trustees for an initial five-year term on March 8, 2010. In accordance with Education Code §47607, material revisions of a charter require the approval of the authority that granted the charter and are governed by the standards and criteria in Education Code §47605.

As the authority that granted OPA's charter, the Board of Trustees must hold a public hearing on the provisions of the charter no later than 30 days after receiving the petition and must decide whether to grant or deny the request for material revision within 60 days of its receipt of the petition. OPA is seeking to materially revise its charter in the following ways:

1. Increase enrollment from 628 to 772 beginning with the 2012-2013 school year and continuing for each of the remaining school year in the current charter term
2. CUSD representative to the charter board, may serve as a voting member
3. Board meetings to alternate among all campuses operated by OPA
4. The non-profit corporation's bylaws require quarterly meetings
5. Replace board position titles of "President" and "Vice President" with "Chairman" and "Vice Chairman"

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees receive the Material Revision request and schedule a public hearing on the provisions of the charter on January 9, 2012, for the Trustees to consider the level of support for the petition by District teachers, employees, and parents.

Motion by _____

Seconded by _____

DISCUSSION/
ACTION

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EXHIBIT 11

12. CERTIFICATION OF THE 2011-2012 FIRST INTERIM REPORT AND ADOPTION OF RESOLUTION NO. 1112-27, 2011-2012 REVENUE AND EXPENDITURE INCREASES/DECREASES:

Approval of the certification of the 2011-2012 First Interim Report and adoption of Resolution No. 1112-27, 2011-2012 Revenue and Expenditure Increases/Decreases. In accordance with Education Code §42130, school districts are required to prepare and submit Interim Financial Reports to the governing board. Resolution No. 1112-27 adjusts the various fund budgets to reflect the First Interim Report. The purpose of these reports is to satisfy appropriate State and County Office of Education officials as to whether or not a district will be able to meet its financial obligations for the remainder of the fiscal year. Additionally, as required by AB 2756, districts must certify that minimum reserve levels are projected to be met in the two subsequent fiscal years.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the certification of the 2011-2012 First Interim Report and adoption of Resolution No. 1112-27, 2011-2012 Revenue and Expenditure Increases/Decreases.

Motion by _____

Seconded by _____

ROLL CALL:

Student Advisor Ryan Pallas _____

Trustee Addonizio _____

Trustee Alpay _____

Trustee Brick _____

Trustee Bryson _____

Trustee Hatton _____

Trustee Palazzo _____

Trustee Pritchard _____

13. FISCAL YEAR 2012-2013 BUDGET DEVELOPMENT, PRELIMINARY BUDGET DEVELOPMENT CALENDAR, AND REVIEW OF THE 2011-2012 BUDGET GUIDELINES AND BUDGET ASSUMPTIONS:

This agenda item presents for Board consideration a preliminary 2012-2013 budget calendar and the 2011-2012 (current year) budget guidelines and assumptions. The 2011-2012 guidelines and assumptions are presented herein for information purposes and to elicit any input or revisions Trustees may wish to make prior to development of the fiscal 2012-2013 budget guidelines and assumptions. The information contained in the guidelines and assumptions will be updated and revised to reflect the Governor's January budget proposal and will be brought back to Trustees for consideration and approval on February 13, 2012.

The 2012-2013 Preliminary Budget Calendar of key dates and activities is referenced as Attachment 1, and the preliminary guidelines and assumptions are referenced as Attachments 2 and 3 respectively.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Staff Recommendation

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

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EXHIBIT 12

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EXHIBIT 13

Following discussion, it is recommended the Board of Trustees approve the 2012-2013 Preliminary Budget Calendar and provide direction to staff regarding the budget guidelines and assumptions.

Motion by _____ Seconded by _____

14. SCHOOL BOARD MEETING SCHEDULE FOR JULY THROUGH DECEMBER:

Regular Board meetings are held on the second Monday and fourth Wednesday of each month. This agenda item presents to the Board of Trustees the proposed schedule of meetings for the period July through December 2012. Due to Yom Kippur on the fourth Wednesday, the second Board meeting in September was moved to the fourth Monday and the one meeting in December is scheduled on the third Monday due to Hanukkah and the Winter Recess.

Contact: Joseph M. Farley, Superintendent

Staff Recommendation

It is recommended the Board of Trustees approve the proposed July through December 2012 School Board Meeting Schedule.

Motion by _____ Seconded by _____

15. MEMORANDUM OF UNDERSTANDING WITH SADDLEBACK COLLEGE:
San Juan Hills High School and Saddleback Community College have developed this joint Memorandum of Understanding to provide guidelines as we work together to implement a comprehensive pilot program to enhance student preparedness and success at Saddleback College. There is no financial impact.

CUSD Strategic Plan Pillar 1: Community Relations

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the Memorandum of Understanding with Saddleback College.

Motion by _____ Seconded by _____

16. SECOND READING - REVISIONS TO BOARD POLICY 5141, CONDUCT:

Bullying and cyber bullying has become a growing national concern. In order to be effective in dealing with this issue, administrators, staff, students, and parents need to be clear of its definition and what steps should be taken if an offense occurs. Revisions to Board Policy 5141 expands the current policy to address bullying. These revisions will also update and clarify the current language. Proposed additions to the Board policy are underlined; deletions are struck through.

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools

Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation

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

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ACTION

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EXHIBIT 14

DISCUSSION/
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EXHIBIT 15

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EXHIBIT 16

Following discussion, it is recommended the Board of Trustees approve the revisions to Board Policy 5141, *Conduct*.

Motion by _____ Seconded by _____

17. DIVISION OF STATE ARCHITECT UPDATE:

Update of progress of the Division of State Architect Construction and Project listing. There is no financial impact at this time. There will be a fee to reopen the closed applications to finalize and close them with certification when all documentation is completed. There is no change from the information provided to the Board of Trustees at its November 14, 2011, meeting.

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools

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

Staff Recommendation

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business and Support Services, to provide the DSA Update and answer any questions the Board of Trustees may have. This is an information item only and no Board action is necessary.

CONSENT CALENDAR

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

GENERAL FUNCTIONS

18. SCHOOL BOARD MINUTES:

Approval of the minutes of the November 30, 2011, regular Board meeting.

Contact: Jane Boos, Manager, Board Office Operations

CURRICULUM & INSTRUCTION

19. PETITION TO WAIVE CALIFORNIA HIGH SCHOOL EXIT EXAM:

Approval to waive California Education Code §60851(c) and Board Policy 6162.52 in accordance with §60851(c) for three students who have completed all requirements for passing the California High School Exit Examination (CAHSEE) subtest in Mathematics and/or English/Language Arts, case numbers 1112-005 through 1112-007. California Education Code §60851(c) and Board Policy 6162.52 provide authority for the Board of Trustees to review and approve waivers for special education students to pass the CAHSEE with modifications stated in the pupil's Individualized Education Program. Supporting information for this item is provided to Trustees under separate cover so that individual student rights under the Family Educational Rights and Privacy Act are protected.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

20. EXPUNGING OF EXPULSION RECORD:

Approval of expunging a student record. Due to the confidential nature of expunging a student expulsion record, the supporting information is provided to Trustees under separate cover.

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools

Contact: Julie Hatchel, Assistant Superintendent, Education Services

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EXHIBIT 17

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EXHIBIT 19

21. INFORMAL DISPUTE RESOLUTION AGREEMENTS:

Approval of the ratification of special education Informal Dispute Resolution (IDR) agreements. It is recommended that the Board of Trustees ratify IDR case #102911 and IDR case #113111. Due to the confidential nature of the agreements, details of each case are on file in the special education office. There is no financial impact.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

22. MEMBERS OF THE SPECIAL EDUCATION LOCAL PLAN AREA COMMUNITY ADVISORY COMMITTEE:

Approval of the appointment of candidates to serve as Community Advisory Committee (CAC) voting members for the 2012 and 2013 calendar years. In accordance with the California Education Code §56190, each Special Education Local Plan Area (SELPA) shall establish a CAC with parents of special education students forming the majority. Based on the bylaws of the SELPA, a committee of voting members is established annually, comprised of District parents, teachers, administrators, and community representatives who serve District students. The term of appointment for voting members is two years, staggered annually. This agenda item requests Board approval to appoint Robin Fox, Kelly McKinnon, Janette Morey, and Jill Rose as CAC voting members for the 2012 and 2013 calendar years.

CUSD Strategic Plan Pillar 1: Community Relations

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

BUSINESS & SUPPORT SERVICES

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

Page
EXHIBIT 23

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2). The purchase orders and commercial warrants included in this item have previously been authorized as part of the District's budget approval process. The purchase orders total \$6,083,407.02; the commercial warrants total \$14,075,121.65. Attachment 3 is a list of previously Board-approved bids and contracts to assist in the review of the purchase order and commercial warrant listings.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

CUSD Strategic Plan Pillar 5: Effective Operations

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

24. RATIFICATION CHANGE ORDERS #1 THROUGH #4 – BID NO. 1011-11, CAPISTRANO VALLEY HIGH SCHOOL PERFORMING ARTS THEATER:

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EXHIBIT 24

Ratification of change orders #1 through #4 related to the construction of the performing arts theater at Capistrano Valley High School. The Board of Trustees gave the Superintendent the authority to approve work orders involving a change in the cost of the contract that does not exceed \$25,000. This change may consist of additions, deletions, or other revisions, and the contract amount being adjusted accordingly. All such changes in the work are performed under the applicable conditions of the contract documents. The approved work orders and the resulting change orders are shown in the attachment. The original contract sum was \$11,975,007. The new contract sum including change orders #1 through #4 is \$12,075,249.

Due to the large volume of supporting documentation, the back-up documentation for each change order will be posted online on the District's Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 5: Effective Operations

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

25. **RATIFICATION CHANGE ORDERS #3 THROUGH #14 – BID NO. 1011-09, SAN JUAN HILLS HIGH SCHOOL 30-METER POOL AND SUPPORT BUILDINGS:** Page
EXHIBIT 25

Ratification of change orders #3 through #14 related to the construction of the 30-meter pool and support buildings at San Juan Hills High School. The Board of Trustees gave the Superintendent the authority to approve work orders involving a change in the cost of the contract that does not exceed \$25,000. This change may consist of additions, deletions, or other revisions, and the contract amount being adjusted accordingly. All such changes in the work are performed under applicable conditions of the contract documents. The approved work orders and the resulting change orders are shown in the attachment. The original contract sum was \$3,023,000. The new contract sum including change orders #1 through #14 is \$3,210,193.

Due to the large volume of supporting information, the back-up documentation for each change order will be posted online on the District's Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 5: Effective Operations

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

26. **MASTER CONTRACT – TERI INCORPORATED AND THE COUNTRY SCHOOL, A NON-PUBLIC SCHOOL:** Page
EXHIBIT 26

Approval of a master contract for special education services to be provided by TERI Incorporated and the Country School, a non-public school. Tuition varies from \$125.08 per day to \$235.01 per day based on the level of adult support needed for each individual student. These services are outlined in the agreement and will be paid out of special education funds. The total expenditures under this contract cannot be determined at this time, as it is unknown how many special education students would require the services provided by this vendor. The actual dollar amount and budget code will be determined by purchase order submitted for Board approval.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

27. **INDEPENDENT CONTRACTOR AGREEMENT – EVALUATION SERVICES FOR AFTER SCHOOL EDUCATION AND SAFETY PROGRAMS, CENTER FOR GRANTS AND EVALUATION, INCORPORATED:** Page
EXHIBIT 27

Approval of an independent contractor agreement with Center for Grants and Evaluation, Incorporated to provide evaluation services for after school education and safety programs. Center for Grants and Evaluation will provide services at the rates indicated on the fee schedule for the 2011-2012 school year. Scheduled services under this contract are estimated to be \$2,000, funded by Title I.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

28. **INDEPENDENT CONTRACTOR AGREEMENT – SUPPLEMENTAL EDUCATIONAL SERVICES, CARNEY EDUCATIONAL SERVICES:** Page
EXHIBIT 28

Approval of an independent contractor agreement with Carney Educational Services to provide No Child Left Behind Supplemental Educational Services. Carney Educational Services will provide tutoring services at the rates indicated on the fee schedule for the 2011-2012 school year. Scheduled services under this contract are estimated to be \$9,637.40, funded by Title I.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

29. **INDEPENDENT CONTRACTOR AGREEMENT – SUPPLEMENTAL EDUCATIONAL SERVICES, BASIC EDUCATIONAL SERVICES TEAM, INCORPORATED:** Page
EXHIBIT 29
Approval of an independent contractor agreement with Basic Educational Services Team, Incorporated to provide No Child Left Behind Supplemental Educational Services. Basic Educational Services Team will provide tutoring services at the rates indicated on the fee schedule for the 2011-2012 school year. Scheduled services under this contract are estimated to be \$9,637.40, funded by Title I.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
30. **INDEPENDENT CONTRACTOR AGREEMENT – SUPPLEMENTAL EDUCATIONAL SERVICES, ATS PROJECT SUCCESS:** Page
EXHIBIT 30
Approval of an independent contractor agreement with ATS Project Success to provide No Child Left Behind Supplemental Educational Services. ATS Project Success will provide tutoring services at the rates indicated on the fee schedule for the 2011-2012 school year. Scheduled services under this contract are estimated to be \$9,637.40, funded by Title I.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
31. **INDEPENDENT CONTRACTOR AGREEMENT – SUPPLEMENTAL EDUCATIONAL SERVICES, ATRIBBA! EDUCATION:** Page
EXHIBIT 31
Approval of an independent contractor agreement with Atribba! Education to provide No Child Left Behind Supplemental Educational Services. Atribba! Education will provide tutoring services at the rates indicated on the fee schedule for the 2011-2012 school year. Scheduled services under this contract are estimated to be \$9,637.40, funded by Title I.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
32. **INDEPENDENT CONTRACTOR AGREEMENT – PROFESSIONAL DEVELOPMENT, CALIFORNIA SCHOOL-AGE CONSORTIUM:** Page
EXHIBIT 32
Approval of an independent contractor agreement with California School-Age Consortium (CalSAC) to provide professional development, support, and curriculum for hands-on science and engineering for the afterschool program at San Juan and Kinoshita elementary schools. CalSAC will provide services at the rates indicated on the fee schedule for the 2011-2012 school year. Scheduled services under this contract are estimated to be \$1,700, funded by Title I.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
33. **INDEPENDENT CONTRACTOR AGREEMENT – SUPPLEMENTAL EDUCATIONAL SERVICES, APPLIED SCHOLASTICS INTERNATIONAL:** Page
EXHIBIT 33
Approval of an independent contractor agreement with Applied Scholastics International to provide No Child Left Behind Supplemental Educational Services. Applied Scholastics International will provide tutoring services at the rates indicated on the fee schedule for the 2011-2012 school year. Scheduled services under this contract are estimated to be \$9,637.40, funded by Title I.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services

34. **INDEPENDENT CONTRACTOR AGREEMENT – SUPPLEMENTAL EDUCATIONAL SERVICES, ACE TUTORING SERVICES, INCORPORATED:** Page
EXHIBIT 34
Approval of an independent contractor agreement with Ace Tutoring Services, Incorporated to provide No Child Left Behind Supplemental Educational Services. Ace Tutoring Services will provide tutoring services at the rates indicated on the fee schedule for the 2011-2012 school year. Scheduled services under this contract are estimated to be \$9,637.40, funded by Title I.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
35. **INDEPENDENT CONTRACTOR AGREEMENT – SUPPLEMENTAL EDUCATIONAL SERVICES, ACE IT! TUTORING POWERED BY SYLVAN:** Page
EXHIBIT 35
Approval of an independent contractor agreement with Ace It! Tutoring Powered by Sylvan to provide No Child Left Behind Supplemental Educational Services. Ace It! Tutoring Powered by Sylvan will provide tutoring services at the rates indicated on the fee schedule for the 2011-2012 school year. Scheduled services under this contract are estimated to be \$9,637.40, funded by Title I.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
36. **INDEPENDENT CONTRACTOR AGREEMENT – SUPPLEMENTAL EDUCATIONAL SERVICES, SYLVAN LEARNING CENTER OF LAGUNA NIGUEL:** Page
EXHIBIT 36
Approval of an independent contractor agreement with Sylvan Learning Center of Laguna Niguel to provide No Child Left Behind Supplemental Educational Services. Sylvan Learning Center will provide tutoring services at the rates indicated on the fee schedule for the 2011-2012 school year. Scheduled services under this contract are estimated to be \$9,637.40, funded by Title I.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
37. **INDEPENDENT CONTRACTOR AGREEMENT – SUPPLEMENTAL EDUCATIONAL SERVICES, CLUB Z! IN-HOME TUTORING SERVICES, INCORPORATED:** Page
EXHIBIT 37
Approval of an independent contractor agreement with Club Z! In-Home Tutoring Services, Incorporated to provide No Child Left Behind Supplemental Educational Services. Club Z! will provide tutoring services at the rates indicated on the fee schedule for the 2011-2012 school year. Scheduled services under this contract are estimated to be \$9,637.40, funded by Title I.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
38. **INDEPENDENT CONTRACTOR AGREEMENT – SUPPLEMENTAL EDUCATIONAL SERVICES, APRENDE! TUTORING:** Page
EXHIBIT 38
Approval of an independent contractor agreement with Aprende! Tutoring to provide No Child Left Behind Supplemental Educational Services. Aprende! Tutoring will provide tutoring services at the rates indicated on the fee schedule for the 2011-2012 school year. Scheduled services under this contract are estimated to be \$9,637.40, funded by Title I.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services

39. **INDEPENDENT CONTRACTOR AGREEMENT – VISUAL TOOLS STRATEGY TRAINING, KASEY A. KLAPPENBACK:** Page
EXHIBIT 39
Approval of an independent contractor agreement with Kasey A. Klappenback to provide training for District teachers on strategies using visual tools to enhance language acquisition, academic language, comprehension, and writing at Kinoshita and Viejo elementary schools. The contractor will provide services at the rates indicated on the fee schedule for the 2011-2012 school year. Scheduled services under this contract are estimated to be \$2,400, funded by Title I.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
40. **INDEPENDENT CONTRACTOR AGREEMENT – SUPPLEMENTAL EDUCATIONAL SERVICES, XAMAZE IN HOME TUTORING:** Page
EXHIBIT 40
Approval of an independent contractor agreement with Xamaze in Home Tutoring to provide No Child Left Behind Supplemental Educational Services. Xamaze in Home Tutoring will provide tutoring services at the rates indicated on the fee schedule for the 2011-2012 school year. Scheduled services under this contract are estimated to be \$9,637.40, funded by Title I.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
41. **INDEPENDENT CONTRACTOR AGREEMENT – SUPPLEMENTAL EDUCATIONAL SERVICES, UROK LEARNING INSTITUTE:** Page
EXHIBIT 41
Approval of an independent contractor agreement with UROK Learning Institute to provide No Child Left Behind Supplemental Educational Services. UROK Learning Institute will provide tutoring services at the rates indicated on the fee schedule for the 2011-2012 school year. Scheduled services under this contract are estimated to be \$9,637.40, funded by Title I.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
42. **INDEPENDENT CONTRACTOR AGREEMENT – SUPPLEMENTAL EDUCATIONAL SERVICES, TEACH-N-TUTOR, INCORPORATED:** Page
EXHIBIT 42
Approval of an independent contractor agreement with Teach-n-Tutor, Incorporated to provide No Child Left Behind Supplemental Educational Services. Teach-n-Tutor will provide tutoring services at the rates indicated on the fee schedule for the 2011-2012 school year. Scheduled services under this contract are estimated to be \$9,637.40, funded by Title I.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
43. **INDEPENDENT CONTRACTOR AGREEMENT – SUPPLEMENTAL EDUCATIONAL SERVICES, SPECTRUM SOLUTIONS, LLC:** Page
EXHIBIT 43
Approval of an independent contractor agreement with Spectrum Solutions, LLC, to provide No Child Left Behind Supplemental Educational Services. Spectrum Solutions will provide tutoring services at the rates indicated on the fee schedule for the 2011-2012 school year. Scheduled services under this contract are estimated to be \$44,332.04, funded by Title I.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services

44. **INDEPENDENT CONTRACTOR AGREEMENT – SUPPLEMENTAL EDUCATIONAL SERVICES, SMART KIDS TUTORING & LEARNING CENTER, INCORPORATED:** Page
EXHIBIT 44
 Approval of an independent contractor agreement with Smart Kids Tutoring & Learning Center, Incorporated to provide No Child Left Behind Supplemental Educational Services. Smart Kids Tutoring & Learning Center will provide tutoring services at the rates indicated on the fee schedule for the 2011-2012 school year. Scheduled services under this contract are estimated to be \$9,637.40, funded by Title I.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs: Deputy Superintendent, Business and Support Services
45. **INDEPENDENT CONTRACTOR AGREEMENT – SUPPLEMENTAL EDUCATIONAL SERVICES, PROFESSIONAL TUTORS OF AMERICA, INCORPORATED:** Page
EXHIBIT 45
 Approval of an independent contractor agreement with Professional Tutors of America, Incorporated to provide No Child Left Behind Supplemental Educational Services. Professional Tutors of America will provide tutoring services at the rates indicated on the fee schedule for the 2011-2012 school year. Scheduled services under this contract are estimated to be \$67,462, funded by Title I.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
46. **INDEPENDENT CONTRACTOR AGREEMENT – SUPPLEMENTAL EDUCATIONAL SERVICES, OXFORD TUTORING, INCORPORATED:** Page
EXHIBIT 46
 Approval of an independent contractor agreement with Oxford Tutoring, Incorporated to provide No Child Left Behind Supplemental Educational Services. Oxford Tutoring will provide tutoring services at the rates indicated on the fee schedule for the 2011-2012 school year. Scheduled services under this contract are estimated to be \$9,637.40, funded by Title I.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs: Deputy Superintendent, Business and Support Services
47. **INDEPENDENT CONTRACTOR AGREEMENT – MIND MUSIC PROGRAM, MARY BESTGEN:** Page
EXHIBIT 47
 Approval of an independent contractor agreement with Mary Bestgen to support classroom instruction with the Mind Music Program. Ms. Bestgen will provide services at the rates indicated on the fee schedule for the 2011-2012 school year. Scheduled services under this contract are estimated to be \$6,828, funded by Oak Grove Elementary School PTA.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
48. **INDEPENDENT CONTRACTOR AGREEMENT – SUPPLEMENTAL EDUCATIONAL SERVICES, FRIENDLY COMMUNITY OUTREACH CENTER:** Page
EXHIBIT 48
 Approval of an independent contractor agreement with Friendly Community Outreach Center to provide No Child Left Behind Supplemental Educational Services. Friendly Community Outreach Center will provide tutoring services at the rates indicated on the fee schedule for the 2011-2012 school year. Scheduled services under this contract are estimated to be \$9,637.40, funded by Title I.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services

49. **EXTENSION OF AGREEMENT FOR RFQ NO. 5-1011, SPECIAL INSPECTIONS & MATERIALS TESTING SERVICES – TWINING, INCORPORATED:** Page
EXHIBIT 49
- Approval of the extension of the agreement for special inspections and materials testing services to be provided by Twining, Incorporated. The firm was sent a letter requesting reduced pricing for the 2012 renewal year. This contract is governed by the prevailing wage laws. A ten- percent reduction in fees would be below the current prevailing wage required for field personnel. The firm has offered a wage freeze for 2012. This contract provides competitive rates for special inspections and materials testing services as required by the District. Annual expenditures utilizing this contract are estimated at \$100,000 and will be dependent on the actual services provided. Expenditures under this contract will be funded from the appropriate project funds.
- CUSD Strategic Plan Pillar 5: Effective Operations*
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
50. **EXTENSION OF AGREEMENT FOR RFQ NO. 10-0809, GENERAL LEGAL SERVICES – HARBOTTLE LAW GROUP:** Page
EXHIBIT 50
- Approval of the extension of the agreement for legal service to be provided by Harbottle Law Group. The firm was sent a letter requesting reduced pricing for the 2012 renewal year. The firm will hold to the current pricing with a note that these rates are approximately 18 percent lower than the previous contract which expired May 2009, and ten-percent lower than comparable firms practicing in the area of special education law in Orange County. This contract provides competitive rates for legal services as required by the District. Annual expenditures utilizing this contract are estimated at \$175,000 and will be dependent on the actual services provided. Expenditures under this contract will be funded from the appropriate accounts, for the various departments requiring legal services.
- CUSD Strategic Plan Pillar 5: Effective Operations*
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
51. **EXTENSION OF AGREEMENT FOR LEGAL SERVICES - GEORGE COOPER RUDOLPH ATTORNEY & COUNSELOR AT LAW:** Page
EXHIBIT 51
- Approval of the extension of the agreement for legal services to be provided by George Cooper Rudolph Attorney & Counselor at Law. The firm was sent a letter requesting reduced pricing for the 2012 renewal year. The firm is offering a ten-percent reduction in fees as requested by the District. This contract provides competitive rates for legal services as required by the District. Annual expenditures utilizing this contract are estimated at \$35,000 and will be dependent on the actual services provided. Expenditures under this contract will be funded from the appropriate accounts, for the various departments requiring legal services.
- CUSD Strategic Plan Pillar 5: Effective Operations*
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
52. **EXTENSION OF AGREEMENT FOR RFQ NO. 10-0809, GENERAL LEGAL SERVICES – DANNIS WOLIVER KELLEY:** Page
EXHIBIT 52
- Approval of the extension of the agreement for legal services to be provided by Dannis Woliver Kelley. The firm was sent a letter requesting reduced pricing for the 2012 renewal year. The firm has outlined the pricing structure in the fee proposal. The proposal includes keeping a two-percent discount in place, lowering hourly rates, and a reduction in hourly travel costs.
- This contract provides competitive rates for legal services as required by the District. Annual expenditures utilizing this contract are estimated at \$240,000 and will be dependent on the actual services provided. Expenditures under this contract will be funded from the appropriate accounts, for the various departments requiring legal services.
- CUSD Strategic Plan Pillar 5: Effective Operations*
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services

53. **EXTENSION OF AGREEMENT FOR RFQ NO. 10-0809, GENERAL LEGAL SERVICES – BERGMAN & DACEY, INCORPORATED:** Page
EXHIBIT 53
Approval of the extension of the agreement for legal service to be provided by Bergman & Dacey, Incorporated. The firm was sent a letter requesting reduced pricing for the 2012 renewal year. The firm is offering a ten-percent reduction in fees as requested by the District. This contract provides competitive rates for legal services as required by the District. Annual expenditures utilizing this contract are estimated at \$100,000 and will be dependent on the actual services provided. Expenditures under this contract will be funded from the appropriate accounts, for the various departments requiring legal services.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
54. **EXTENSION OF AGREEMENT FOR RFQ NO. 5-1011, SPECIAL INSPECTIONS & MATERIALS TESTING SERVICES – MTGL, INCORPORATED:** Page
EXHIBIT 54
Approval of the extension of the agreement for special inspections and materials testing services to be provided by MTGL, Incorporated. The firm was sent a letter requesting reduced pricing for the 2012 renewal year. This contract is governed by the prevailing wage laws. A ten-percent reduction in fees would be below the current prevailing wage required for field personnel. The firm has offered a five-percent reduction in fees and deleted minimum charges for services. This contract provides competitive rates for special inspections and materials testing services as required by the District. Annual expenditures utilizing this contract are estimated at \$100,000 and will be dependent on the actual services provided. Expenditures under this contract will be funded from the appropriate project funds.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
55. **EXTENSION OF AGREEMENT FOR RFQ NO. 4-1011, DSA APPROVED INSPECTOR OF RECORD SERVICES – KNOWLAND CONSTRUCTION SERVICES:** Page
EXHIBIT 55
Approval of the extension of the agreement for DSA approved inspector of record services to be provided by Knowland Construction Services. The firm was sent a letter requesting reduced pricing for the 2012 renewal year. The firm has offered to hold their current pricing structure, sighting the fact that original fees were 10 to 15 percent lower than the proposals received from the other firms during the RFQ process. Knowland Construction Services proposed very aggressive rates in their original proposal. This contract provides competitive rates for DSA inspector of record services as required by the District. Annual expenditures utilizing this contract are estimated at \$600,000 and will be dependent on the actual services provided. Expenditures under this contract will be funded from the appropriate project funds.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services

56. **EXTENSION OF AGREEMENT FOR RFQ NO. 5-1011, SPECIAL INSPECTIONS & MATERIALS TESTING SERVICES – NINYO & MOORE:** Page
EXHIBIT 56
 Approval of the extension of the agreement for special inspections and materials testing services to be provided by Ninyo & Moore. The firm was sent a letter requesting reduced pricing for the 2012 renewal year. This contract is governed by the prevailing wage laws. A ten-percent reduction in fees would be below the current prevailing wage required for field personnel. The firm has offered a ten-percent reduction in fees for all other staff types and laboratory testing. This contract provides competitive rates for special inspections and materials testing services as required by the District. Annual expenditures utilizing this contract are estimated at \$250,000 and will be dependent on the actual services provided. Expenditures under this contract will be funded from the appropriate project funds.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
57. **AMENDMENT TO AGREEMENT FOR RFQ NO. 1-0809, THIRD-PARTY ADMINISTRATION SERVICES FOR CAPISTRANO UNIFIED SCHOOL DISTRICT'S 403(b) PLAN – SCHOOLSFIRST FEDERAL CREDIT UNION:** Page
EXHIBIT 57
 Approval of the amendment to the agreement for third party-administration services to be provided by SchoolsFirst Federal Credit Union. The original contract term ends on December 31, 2011. The amendment will extend the contract term to December 31, 2013. This contract provides third-party administration services, free of charge, for the District's 403(b) and 457(b) plans.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
58. **CLIENT AGREEMENT – APEX LEARNING DIGITAL CURRICULUM SOLUTIONS, APEX LEARNING:** Page
EXHIBIT 58
 Approval of a client agreement with Apex Learning to provide digital curriculum solutions for the California Preparatory Academy. The contract includes ClassTools virtual courses, books, and professional development services. Apex Learning will provide services at the rates indicated in the agreement through June 30, 2015. Expenditures under this contract are estimated to be \$138,407, funded by the general fund.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business and Support Services
59. **ADVERTISE BID NO. 1112-12 – COMPRESSED NATURAL GAS FUELING FACILITY:**
 Approval to advertise for bids to build the Compressed Natural Gas (CNG) fueling facility located at the Aliso Viejo Transportation Center. All necessary permits and approvals have been received allowing the project to move forward. The project bid date has been established for January 12, 2012, and an award of bid will be brought back to the Board of Trustees for approval on January 25, 2012. The total estimated cost to design and construct the CNG fueling facility is approximately \$882,450, funded from a combination of grant funds, community facility districts, and developer fees. Costs associated with preparing the construction documents will be \$63,500, funded from developer fees.
- Due to the physical size of the plans and project manual, the documentation will be available for review in the Purchasing Department. If you wish to review the documents, please contact Terry Fluent, Director of Purchasing, at (949) 234-9436.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Ron Lebs, Deputy Superintendent, business and Support Services

PERSONNEL SERVICES

60. RESIGNATIONS/RETIREMENTS/EMPLOYMENT–CLASSIFIED EMPLOYEES:

Page
EXHIBIT 61

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

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

61. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:

Page
EXHIBIT 62

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

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

62. AGREEMENT FOR ADMINISTRATION OF SECTION 125-FLEXIBLE SPENDING ACCOUNT SERVICES, AMERICAN FIDELITY ASSURANCE COMPANY:

Page
EXHIBIT 62

Approval of an Agreement with American Fidelity Assurance Company to provide services as the administrator of the District's Section 125-Flexible Spending Account (FSA) Cafeteria Plan. Since 1991 the District has offered its employees the option of voluntarily enrolling in a FSA plan. The benefit of these plans is to lower the participant's tax rate. This company was selected by the District's Health Benefits Committee because it offered this program at no cost to the employee. The former company charged \$67.50 annually. In exchange for a no-cost program, the agreement allows American Fidelity to offer additional insurance products that may be of interest to the subscriber. There is no financial impact. This program is entirely supported by voluntary employee participation.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Motion by _____

Seconded by _____

ROLL CALL:

Student Advisor Ryan Pallas _____

Trustee Addonizio _____

Trustee Alpay _____

Trustee Brick _____

Trustee Bryson _____

Trustee Hatton _____

Trustee Palazzo _____

Trustee Pritchard _____

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

ADJOURNMENT

Motion by _____

Seconded by _____

THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS MONDAY, JANUARY 9, 2012, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA

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

www.capousd.org

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

33122 Valle Road
San Juan Capistrano, CA 92675

ADDENDUM
to
December 12, 2011 Board Agenda

DISCUSSION/ACTION - ADDITION

14A PROPOSED 2012-2013 AND 2013-2014 SCHOOL CALENDARS:

This item will provide Trustees with an opportunity to discuss District calendars for the next two school years and to direct staff on their implementation and/or revision. The calendars were recommended by the District's Calendar Task Force.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

DISCUSSION/
ACTION
Page
EXHIBIT 14A

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees provide direction to staff on the proposed 2012-2013 and 2013-2014 calendars.

Motion by _____ Seconded by _____

CONSENT CALENDAR - ADDITION

20A SINGLE SCHOOL PLANS FOR STUDENT ACHIEVEMENT AND BUDGETS FOR 2011-2012:

Approval of the 2011-2012 Single School Plans and Budgets for elementary, middle, and high schools. Annually, schools that participate in state and federal categorical programs, funded through the consolidated application process, are required to submit a Single School Plan for Student Achievement. Plans are written to cover a two-year period, but are updated annually. The purpose of the plan is to create a cycle of continuous improvement of student performance, and to ensure that all students succeed in reaching academic standards set by the State Board of Education. Each plan is developed and initially approved through a process conducted by the school site advisory committee that includes stakeholder input. Plans address critical areas in student achievement and schoolwide climate with emphasis of increased student performance of under achieving students. Single School Plans for Student Achievement are available for Trustee review in Education Services.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

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

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

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

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

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

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

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

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

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

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

REASONABLE ACCOMMODATION

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

TRUSTEE COMMITTEE APPOINTMENTS

1. **NOMINATING COMMITTEE OF THE ORANGE COUNTY COMMITTEE ON SCHOOL DISTRICT ORGANIZATION: 1 Trustee and 1 alternate**
Meets annually prior to the OCSBA dinner meeting in May.
2011 Assignment: Trustee Bryson (Alternate-Trustee Addonizio)

Trustee

Alternate

2. **OCSBA POLITICAL ACTION GROUP EFFORT (PAGE): 2 Trustees**
Meets prior to the OCSBA dinner meetings in October, January, March, and May.
2011 Assignment: Trustees Hatton and Pritchard

3. **INSTRUCTIONAL MATERIALS REVIEW COMMITTEE: 2 Trustees**
Meets only if a committee member has a concern about proposed materials and requests that a meeting be scheduled.
2011 Assignment: Trustees Addonizio and Alpay

4. **AD HOC COMMITTEES: 2 Trustees on each committee**
No set schedules for meetings.
2011 Assignments:

◆ City of Aliso Viejo: Trustees Bryson and Pritchard

◆ City of Dana Point: Trustees Alpay and Bryson

◆ City of Laguna Niguel: Trustees Addonizio and Bryson

◆ City of Mission Viejo: Trustees Addonizio and Hatton

◆ City of Rancho Santa Margarita: Trustees Hatton and Pritchard

◆ City of San Clemente: Trustees Alpay and Bryson

◆ City of San Juan Capistrano: Trustees Addonizio and Palazzo

5. **CAPISTRANO ACADEMIC RESOURCES TO EDUCATION FOUNDATION
(CARE—Formerly CUSD Foundation): 1 Trustee**
Meets on the third Friday of the month at 9:00 a.m.
2011 Assignment: Trustee Hatton
-

6. **DISTRICT RESTRUCTURING COUNCIL: 1 Trustee**
Meets on an as needed basis.
2011 Assignment: Trustee Pritchard (Alternate-Trustee Alpay)
-

____ (Alternate)

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 12, 2011

**PUBLIC HEARING - DRAFT PLANS
FOR TRUSTEE AREA BOUNDARY REDISTRICTING**

BACKGROUND INFORMATION

With the passage of Measure H on November 2, 2010, the District changed the current method of election to a “by trustee area” method of election requiring each member of the Board of Trustees to reside within, and be elected by, the voters living within that particular Trustee area or district. Voters in a Trustee area no longer elect members of the Board of Trustees for other Trustee areas. The election scheduled for Tuesday, November 6, 2012, will employ this method of election.

In addition, the 2010 Census generated updated demographic data. As populations shift, Trustee areas need to be evaluated and rebalanced every ten years to reflect the revised census data. This Trustee area analysis needs to be completed, revised, and established prior to March 1, 2012.

On November 14, 2011, Trustees approved Resolution No. 1112-25, Establishing Criteria for Adjusting Trustee Area Boundaries which put in place the following criteria for adjusting Trustee area boundaries:

1. Each Trustee area shall contain a nearly equal number of inhabitants
2. Trustee area borders shall be drawn in a manner that complies with the Federal Voting Rights Act
3. Trustee areas shall consist of contiguous territory in as compact a form as possible
4. Trustee area borders shall respect communities of interest as much as possible
5. Trustee area borders shall follow visible natural and man-made geographical and topographical features as much as possible
6. Trustee area borders shall follow municipal boundaries as much as possible
7. Trustee area borders shall take into consideration the location of schools
8. Trustee areas known to be areas of higher-than-average population growth in the two to five years following this boundary line adjustment may be underpopulated within the population deviation amounts allowed by law

CURRENT CONSIDERATIONS

National Demographics Corporation, which was selected through RFQ No. 5-1112, has been working on a set of draft plans for Trustee review and consideration in conjunction with this evening's scheduled public hearing. Due to time constraints and printing deadlines, the draft plans will be posted on the District website on the Agenda & Supporting Documents 2011 page.

Attached for Trustee review and consideration are the following exhibits:

1. Resolution 1112-25 – Resolution Establishing Criteria for Adjusting Trustee Area Boundaries
2. Redistricting Schedule – adopted November 14, 2011
3. Current Trustee Area Map
4. Draft Plans – Available on the District website at: http://capousd.ca.schoolloop.com/cms/page_view?d=x&piid=1293638734307

FINANCIAL IMPLICATIONS

Estimated financial implications associated with the Trustee area boundary redistricting process are estimated to be between \$60,000 and \$70,000. Election costs are in addition to this amount and are estimated to be between: \$300,000 and \$364,000.

STAFF RECOMMENDATIONS

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

Following discussion, it is recommended the Board of Trustees provide direction regarding the draft plans for Trustee area boundary redistricting.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1112-25

**ESTABLISHING CRITERIA FOR
ADJUSTING TRUSTEE AREA BOUNDARIES**

WHEREAS, the Board of Trustees of the Capistrano Unified School District (“District”) was elected under an “at-large” or “from-trustee area” election system where Trustees were elected by voters of the entire District, but had to reside within the designated Trustee area boundaries; and

WHEREAS, the voters of the District adopted Measure H at an election on November 2, 2010; and

WHEREAS, Measure H alters the way Trustees of the District are elected to “by-trustee area” election where each Trustee must reside within the designated Trustee area boundary and is elected only by the voters in that Trustee areas; and

WHEREAS, pursuant to Measure H, the District now employs a “by-trustee area” election method and the next regularly scheduled Board of Trustees elections in November 2012 will be held using this election system; and

WHEREAS, Education Code section 5019.5 requires school districts employing “by-trustee area” election method to adjust the boundaries of Trustee areas following the decennial federal census; and

WHEREAS, the District has undertaken a study of its Trustee areas using 2010 federal census data in order to ensure compliance with state and federal voting law; and

WHEREAS, the Federal Voting Rights Act (42 U.S.C. §1973) prohibits the use of any voting qualification, or prerequisite to voting, or standard, practice, or procedure, in a manner which results in a denial or abridgement of the right of any citizen of the United States to vote on account of race or color; and

WHEREAS, federal law and the Equal Protection Clause require that each Trustee area be equal in population to ensure compliance with the “one person, one vote” rule; however, deviations (less than five percent [5%] greater than or less than the ideal, for a total of ten percent [10%] deviation) are presumptively constitutional under the Equal Protection Clause where required to meet an official criteria; and

WHEREAS, the Board of Trustees has instructed National Demographics Corporation, its demographer, and District staff to prepare maps using 2010 census data that adjust the Trustee areas to create Trustee areas as nearly equal as possible to ensure the lawfulness of the District’s election procedures but wishes to provide official criteria for any needed deviations.

BE IT RESOLVED the Board of Trustees of Capistrano Unified School District hereby adopts the following criteria to guide the establishment of Trustee areas for the Board of Trustees:

1. Each Trustee area shall contain a nearly equal number of inhabitants;
2. Trustee area borders shall be drawn in a manner that complies with the Federal Voting Rights Act;
3. Trustee areas shall consist of contiguous territory in as compact a form as possible;
4. Trustee area borders shall respect communities of interest as much as possible;
5. Trustee area borders shall follow visible natural and man-made geographical and topographical features as much as possible;
6. Trustee area borders shall follow municipal boundaries as much as possible;
7. Trustee area borders shall take into consideration the location of schools;
8. Trustee areas known to be areas of higher-than-average population growth in the two to five years following this boundary line adjustment may be underpopulated within the population deviation amounts allowed by law.

BE IT FURTHER RESOLVED the Superintendent or his designee shall be authorized to take any additional acts needed to effectuate the purpose and intent of this Resolution.

AYES: (4)

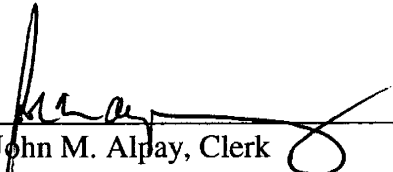
NOES (2)

ABSENT (1)

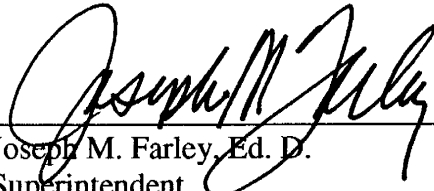
ABSTAIN (0)

I, Joseph M. Farley, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting thereof on the 14th day of November, 2011, by a roll call vote of said Board.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 14th day of November, 2011.



John M. Alpay, Clerk



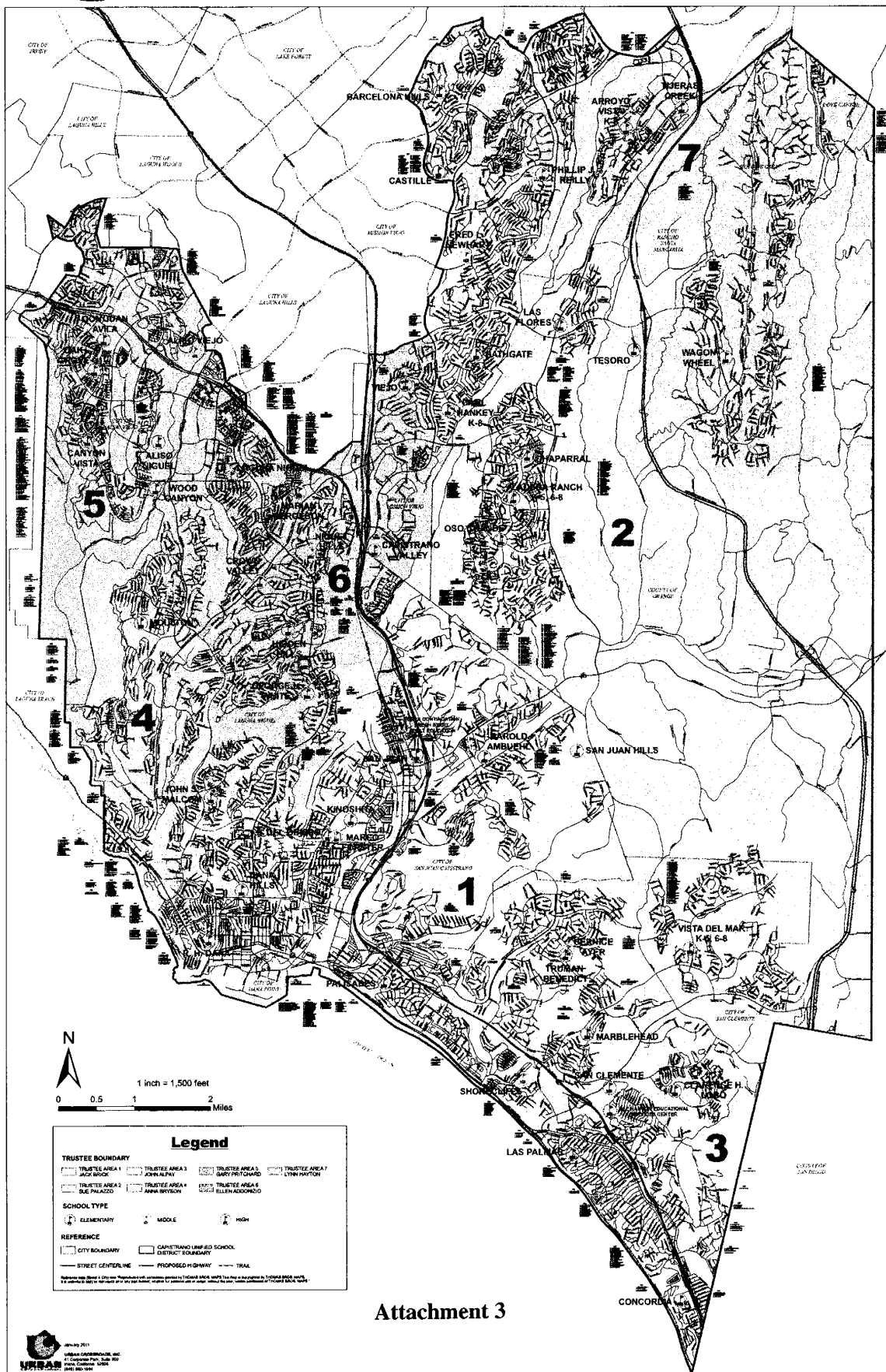
Joseph M. Farley, Ed. D.
Superintendent
Secretary of the Board of Trustees

**Capistrano Unified School District
Redistricting Schedule
Adopted November 14, 2011**

Completion Deadline: March 1, 2012

Option 1: Basic Process				
Meeting Date	Agenda Packets go out	Materials to Staff	Deliverables	Action Items
14-Nov-11	7-Nov-11	1-Nov-11	Criteria Resolution Demographics of existing trustee areas Introduction to process & rules Presentation on schedule options	Adopt criteria resolution Provide direction on schedule
12-Dec-11	5-Dec-11	28-Nov-11	Draft Plans	Public Hearing on Draft Plans Direction to NDC for possible revisions
9-Jan-12	2-Jan-12	12-Dec-11	Revised Draft Plan(s)	Review plans and provide direction on any desired plan revisions; OR give direction on plan to be prepared for final adoption
25-Jan-12	18-Jan-12	11-Jan-12	Revised Plan OR materials for final adoption	Final Adoption - OR - Board selects preferred plan for formal adoption at next meeting
13-Feb-12	6-Feb-12	31-Jan-12	materials for final adoption	Final Adoption (if needed)

BOARD OF TRUSTEES REPRESENTATION AREAS 2010 - 2011



SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Annual Service Report (001)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
0100735 Canyon Vista Elementary	10	| 330 | 415 | 450 | 535 | 610 | 720
0100883 Vista del Mar Elementary	10	| 330 | 415 | 425 | 445 | 450 | 460 | 535 | 610
0100891 Vista del Mar Middle	10	| 330 | 415 | 425 | 445 | 450 | 460 | 610 | 710 | 720
0100909 Ladera Ranch Elementary	10	| 330 | 415 | 425 | 436 | 450 | 510 | 535 | 610
0100917 Ladera Ranch Middle	10	| 330 | 415 | 425 | 445 | 450 | 510 | 535 | 610 | 720
0108704 Oso Grande Elementary	10	| 330 | 415 | 425 | 445 | 450 | 460 | 510 | 535 | 610 | 710 | 720
0113381 San Juan Hills High	10	| 330 | 415 | 425 | 445 | 450 | 460 | 510 | 610 | 720 | 730
0115501 Carl Hankey Middle	10	| 330 | 415 | 425 | 450 | 510 | 535 | 710 | 720 | 760
3030210 Capistrano Valley High	10	| 330 | 415 | 435 | 445 | 450 | 460 | 510 | 515 | 520 | 535 | 610 | 720 | 725 | 730
3030574 Aliso Niguel High	10	| 330 | 415 | 425 | 435 | 445 | 450 | 460 | 510 | 535 | 610 | 720 | 900
3030756 Tesoro High	10	| 330 | 415 | 425 | 435 | 445 | 450 | 460 | 510 | 535 | 610 | 720 | 760
3035987 Junipero Serra High	10	| 330 | 450 | 460 | 510
3036001 San Clemente High	10	| 330 | 415 | 425 | 436 | 445 | 450 | 460 | 510 | 535 | 610
3038569 Dana Hills High	10	| 330 | 415 | 425 | 436 | 445 | 450 | 460 | 510 | 535 | 610 | 710 | 720
6027585 Concordia Elementary	10	| 330 | 415 | 425 | 450 | 535
6027593 Crown Valley Elementary	10	| 330 | 415 | 425 | 435 | 450 | 460 | 510 | 535 | 610 | 710 | 720 | 730

Please ensure that the following are included on this form: (Ages 6-22)	
10-Public Day School School	20-Continuation School
19-Other Public School/Facility	31- Community School
24-Independent Study	15-Special Education Center/Facility
11-Public Residential School	22- Alternative Work Education
56- Charter School (operated AS an LEA	School (operated as by an LEA

SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Annual Service Report (001)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6027601 Las Palmas Elementary	10	| 330 | 415 | 510 | 515
6027627 Palisades Elementary	10	| 330 | 415 | 425 | 450 | 460 | 510 | 535 | 610
6027635 Dana (Richard Henry) Elementary	10	| 330 | 415 | 450 | 510 | 535
6027643 San Juan Elementary	10	| 330 | 415 | 425 | 450 | 460 | 510 | 610 | 720
6058929 Forster (Marco F.) Middle	10	| 330 | 415 | 425 | 436 | 445 | 450 | 460 | 510 | 535 | 610 | 710 | 720 | 730
6068589 Viejo Elementary	10	| 330 | 415 | 510
6089452 Castille Elementary	10	| 330 | 415 | 425 | 445 | 450 | 460 | 535 | 610 | 720
6094619 Del Obispo Elementary	10	| 330 | 415 | 425 | 450 | 460 | 510 | 610
6095087 Moulton Elementary	10	| 330 | 415 | 535
6095095 Niguel Hills Middle	10	| 330 | 415 | 425 | 435 | 436 | 445 | 450 | 460 | 510 | 535 | 610 | 710 | 720
6096093 Barcelona Hills Elementary	10	| 330 | 415 | 425 | 445 | 450 | 460 | 510 | 535 | 610
6097398 Ambuehl (Harold) Elementary	10	| 330 | 415 | 425 | 450 | 510
6097406 Shorecliffs Middle	10	| 330 | 415 | 425 | 436 | 450 | 510 | 520 | 535 | 610 | 710 | 720
6098495 Hankey (Carl H.) Elementary	10	| 330 | 415 | 445 | 450 | 535 | 610 | 720
6101125 Newhart Middle	10	| 330 | 415 | 425 | 445 | 450 | 460 | 510 | 520 | 535 | 610 | 710 | 720
6106801 Bergeson (Marian) Elementary	10	| 330 | 415 | 425 | 445 | 450 | 535

Please ensure that the following are included on this form: (Ages 6-22)	
10-Public Day School School	20-Continuation School
19-Other Public School/Facility	31- Community School
24-Independent Study	15-Special Education Center/Facility
11-Public Residential School	22- Alternative Work Education
56- Charter School (operated AS an LEA	55- Charter School (operated as by an LEA

SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Annual Service Report (001)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6106819 Benedict (Truman) Elementary	10	| 330 | 415 | 450 | 725
6108740 White (George) Elementary	10	| 330 | 415 | 425 | 445 | 450 | 460 | 510 | 535 | 610 | 720
6109474 Reilly (Philip J.) Elem./Spec.Ed.	10	| 330 | 415 | 425 | 436 | 445 | 450 | 460 | 610 | 710 | 720 | 730
6110852 Arroyo Vista Elementary	10	| 330 | 415 | 425 | 445 | 450 | 460 | 510 | 535 | 610 | 720 | 730
6111397 Aliso Viejo Middle	10	| 330 | 415 | 425 | 436 | 445 | 450 | 510 | 515 | 520 | 535 | 610 | 720
6111793 Bathgate Elementary	10	| 330 | 415 | 425 | 450 | 535 | 610
6111801 Hidden Hills Elementary	10	| 330 | 415 | 425 | 450 | 460 | 510 | 610 | 720
6111819 Lobo (Clarence) Elementary	10	| 330 | 415 | 425 | 436 | 445 | 450 | 460 | 510 | 535 | 610 | 720
6111827 Malcom (John) Elementary	10	| 330 | 415 | 450 | 535
6111835 Wood Canyon Elementary	10	| 330 | 415 | 425 | 450 | 510 | 535 | 610 | 720
6113344 Oak Grove Elementary	10	| 330 | 415 | 425 | 445 | 450 | 460 | 510 | 535 | 610 | 710 | 720 | 730
6114516 Las Flores Elementary	10	| 330 | 415 | 450 | 510
6114524 Wagon Wheel Elementary	10	| 330 | 415 | 450 | 535
6115406 Ayer (Bernice) Middle	10	| 330 | 415 | 425 | 445 | 450 | 460 | 510 | 535 | 610 | 720
6117634 Avila (Don Juan) Elementary	10	| 330 | 415 | 425 | 450 | 535 | 610 | 720
6117642 Avila (Don Juan) Middle	10	| 330 | 415 | 425 | 445 | 450 | 510 | 535 | 610 | 720 | 760

Please ensure that the following are included on this form: (Ages 6-22)	
10-Public Day School School	20-Continuation School
19-Other Public School/Facility	31- Community School
24-Independent Study	15-Special Education Center/Facility
11-Public Residential School	22- Alternative Work Education
56- Charter School (operated AS an LEA	55- Charter School (operated as by an LEA

SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Annual Service Report (001)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6117725 Las Flores Middle	10	| 330 | 415 | 425 | 436 | 445 | 450 | 460 | 510 | 535 | 610 | 720
6117733 Kinoshita Elementary	10	| 330 | 415 | 450 | 510
6117741 Tijeras Creek Elementary	10	| 330 | 415 | 425 | 445 | 450 | 460 | 510 | 610 | 720
6117881 Dana (Richard Henry) Exceptional Needs	10	| 330 | 415 | 425 | 435 | 436 | 445 | 450 | 460 | 535 | 610 | 720 | 730
6118947 Chaparral Elementary	10	| 330 | 415 | 450 | 535 | 610 | 720
6118954 Marblehead Elementary	10	| 330 | 415 | 425 | 450 | 460 | 510 | 535 | 610 | 720 | 730
6120281 Laguna Niguel Elementary	10	| 330 | 415 | 445 | 450 | 510 | 535
ADULTED *** Sch Code Not Found ***	15	| 330 | 415 | 510
ADULTTR *** Sch Code Not Found ***	15	| 330 | 415 | 425 | 435 | 436 | 445 | 450 | 460 | 510 | 610 | 720
3030798 Bridges Community Day	31	| 330 | 510 | 520
0106765 Capistrano Connections Academy Charter School	55	| 330 | 415 | 450 | 510 | 720
6117758 Journey	55	| 330 | 415 | 510 | 535

Oxford Preparatory Academy 55 330, 415, 450, 510, 530, 535

Please ensure that the following are included on this form: (Ages 6-22)	
10-Public Day School School	20-Continuation School
19-Other Public School/Facility	31- Community School
24-Independent Study	15-Special Education Center/Facility
11-Public Residential School	22- Alternative Work Education
56- Charter School (operated AS an LEA	55- Charter School (operated as by an LEA

SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Other Facility (002)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6937278 Mardan School	70	| 330 | 510, 530, 535
6937437 Speech and Language Development Center	70	| 330 | 415 | 425 | 445 | 450 | 535 | 610 | 710 | 720
7098866 Ocean View School	70	| 330 | 415 | 425 | 450, 510, 535
7102387 Pyramid Autism Center	70	| 330, 415, 510, 535
7102924 Canal Street Elementary School	70	| 330 | 415 | 450 | 510, 535
0110916 Larry M. Simmons High School-Bodega	71	| 330 | 510 | 515, 535, 545
6941041 Larry M. Simmons High School-Kiva	71	| 330 | 510 | 515, 535, 545
0111260 Red Rock Canyon School	72	| 330 | 510 | 515, 535, 545
0112599 Devereux School of Viera	72	| 330 | 415 | 510 | 515, 530, 535, 545
0119917 Devereux Arizona	72	| 330 | 510 | 515, 530, 535, 545
6130900 Alpine Academy	72	| 330 | 510 | 515, 530, 535, 545
6130975 Cathedral Home for Children - Mae Olson Education	72	| 330 | 510 | 515, 530, 535, 545
6130983 Chileda	72	| 330 | 415 | 425 | 450 | 510 | 515 | 900, 530, 535, 545
6130991 Cinnamon Hills School	72	| 330 | 510 | 515, 530, 535, 545
6131056 Devereux Texas - League City	72	| 330 | 510 | 515, 530, 535, 545
6131205 Shiloh Treatment Center, Inc.	72	| 330 | 510 | 515, 530, 535, 545

Orange County Jails 32 330, 415, 510

Please ensure that the following are included on this form: (Ages 6-22)	
30-Juvenile Court	40-Home Instruction
45-Hospital Facility	50-Community College
51-Adult Education Program	70 -Nonpublic Day School
71/72- Nonpublic Residential	79- Nonpublic Agency

SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Other Facility (002)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6131254 Yellowstone Boys & Girls Ranch	72	| 330 | 510 | 515 , 530, 535, 545

Please ensure that the following are included on this form: (Ages 6-22)	
30-Juvenile Court	40-Home Instruction
45-Hospital Facility	50-Community College
51-Adult Education Program	70 -Nonpublic Day School
71/72- Nonpublic Residential	79- Nonpublic Agency
18	

SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Infant Services (003)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6027593 Crown Valley Elementary	10	| 330 | 415 | 450 | 460 | 710 | 720, 210, 220, 230, 240, 250, 260, 270
6117881 Dana (Richard Henry) Exceptional Needs	10	| 330 | 415 | 425 | 450 | 460 | 610, 210, 220, 230, 240, 250, 260, 270

Please ensure that the following are included on this form: (Ages 0-2)	
40-Home	45 Hospital Facility
62-Child Devt. or Child Care	65- Extended Day Care
10 Public Day School	19- Other Public School/Facilities
11- Public Residential School	
00-No School	

SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Pre-School Services 004		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
0100735 Canyon Vista Elementary	10	| 415 | 535
0100883 Vista del Mar Elementary	10	| 330 | 415 | 425 | 450 | 460 | 610
0100909 Ladera Ranch Elementary	10	| 330 | 415
0108704 Oso Grande Elementary	10	| 330 | 415 | 535
6027585 Concordia Elementary	10	| 415
6027593 Crown Valley Elementary	10	| 330 | 415 | 450 | 460 | 535 | 610 | 710 | 720
6027601 Las Palmas Elementary	10	| 415
6027627 Palisades Elementary	10	| 330 | 415 | 450 | 460 | 510 | 535 | 610
6027635 Dana (Richard Henry) Elementary	10	| 330 | 415 | 436 | 450 | 460 | 610
6027643 San Juan Elementary	10	| 415
6068589 Viejo Elementary	10	| 415
6089452 Castille Elementary	10	| 330 | 415 | 425 | 436 | 445 | 450 | 460 | 535 | 610
6094619 Del Obispo Elementary	10	| 330 | 415 | 425 | 436 | 450 | 535
6095087 Moulton Elementary	10	| 330 | 415 | 450 | 535
6096093 Barcelona Hills Elementary	10	| 330 | 415 | 425 | 450 | 460 | 535
6097398 Ambuehl (Harold) Elementary	10	| 415

Please ensure that the following are included on this form: (Ages 3-5)	
40 Home Instruction/00 - No school	45 Hospital Facility
61-Head Start Program	62- Child Devt. or Child Care
State Preschool Program	64- Private Preschool
65-Extended Day Care Program	11- Public Residential School
10-Public Day School	19-Other Public School/Facilities

SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Pre-School Services 004		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6098495 Hankey (Carl H.) Elementary	10	| 330 | 415 | 450 | 535
6106801 Bergeson (Marian) Elementary	10	| 330 | 415 | 450 | 535
6106819 Benedict (Truman) Elementary	10	| 330 | 415 | 450
6108740 White (George) Elementary	10	| 330 | 415 | 450 | 460 | 535 | 610
6109474 Reilly (Philip J.) Elem./Spec.Ed.	10	| 330 | 415 | 445 | 450 | 460 | 535
6110852 Arroyo Vista Elementary	10	| 330 | 415 | 425 | 445 | 450 | 535 | 610
6111793 Bathgate Elementary	10	| 330 | 415 | 535
6111801 Hidden Hills Elementary	10	| 330 | 415 | 535 | 610
6111819 Lobo (Clarence) Elementary	10	| 330 | 415 | 425 | 436 | 450 | 460 | 535 | 610 | 730
6111827 Malcom (John) Elementary	10	| 330 | 415 | 425 | 450 | 460 | 535
6111835 Wood Canyon Elementary	10	| 330 | 415 | 445 | 450 | 460 | 535
6113344 Oak Grove Elementary	10	| 330 | 415 | 450 | 460 | 535 | 610
6114516 Las Flores Elementary	10	| 330 | 415 | 425 | 445 | 450 | 460 | 535 | 610
6114524 Wagon Wheel Elementary	10	| 330 | 415 | 610 | 720
6117634 Avila (Don Juan) Elementary	10	| 330 | 415 | 535
6117733 Kinoshita Elementary	10	| 415

Please ensure that the following are included on this form: (Ages 3-5)	
40 Home Instruction/00 - No school	45 Hospital Facility
61-Head Start Program	62- Child Devt. or Child Care
State Preschool Program	64- Private Preschool
65-Extended Day Care Program	11- Public Residential School
10-Public Day School	19-Other Public School/Facilities

SELPA:3021 Capistrano USD SELPA

LEA:3066464 CAPISTRANO UNIFIED

Pre-School Services 004		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6117741 Tijeras Creek Elementary	10	| 330 | 415 | 436 | 445 | 450 | 535 | 610
6117881 Dana (Richard Henry) Exceptional Needs	10	| 330 | 415 | 425 | 435 | 436 | 445 | 450 | 460 | 610 | 730
6118947 Chaparral Elementary	10	| 330 | 415 | 450 | 535 | 610
6118954 Marblehead Elementary	10	| 330 | 415 | 450 | 510 | 535
6120281 Laguna Niguel Elementary	10	| 330 | 415 | 445 | 450 | 535

Please ensure that the following are included on this form: (Ages 3-5)	
40 Home Instruction/00 - No school	45 Hospital Facility
61-Head Start Program	62- Child Devt. or Child Care
State Preschool Program	64- Private Preschool
65-Extended Day Care Program	11- Public Residential School
10-Public Day School	19-Other Public School/Facilities

California Special Education Management Information System (CASEMIS)

Service Descriptions

SELPA: Capistrano Unified

CASEMIS Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
210	Family training, counseling, and home visits(ages 0-2 only): This service includes: services provided by social workers, psychologists, or other qualified personnel to assist the family in understanding the special needs of the child and enhancing the child's development. Note: Services provided by specialists (such as medical services, nursing services, occupational therapy, and physical therapy) for a specific function should be coded under the appropriate service category, even if the services were delivered in the home.	X			34 CFR sections 300.34 (c)(3), 300.226
220	Medical services (for evaluation only) (ages 0-2 only): Services provided by a licensed physician to determine a child's developmental status and need for early intervention services.	X			34 CFR sections 300.34 (c)(3), 300.226
230	Nutrition services (ages 0-2 only): These services include conducting assessments in: nutritional history and dietary intake; anthropometric, biochemical, and clinical variables; feeding skills and feeding problems; and food habits and food preferences.	X			34 CFR sections 300.34 (c)(3), 300.226
240	Service coordination (ages 0-2 only)	X			34 CFR sections 300.34 (c)(3), 300.226
250	Special instruction (ages 0-2 only): Special instruction includes: the design of learning environments and activities that promote the child's acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction; curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the child's IFSP, providing families with information, skills, and support related to enhancing the skill development of the child; and working with the child to enhance the child's development.	X			34 CFR sections 300.34 (c)(3), 300.226
260	Special education aide in regular development class, childcare center or family childcare home (ages 0-2 only)	X			34 CFR sections 300.34 (c)(3), 300.226
270	Respite care services (ages 0-2 only): Through the IFSP process, short-term care given in-home or out-of-home, which temporarily relieves families of the ongoing responsibility for specialized care for child with a disability (Note: only for infants and toddlers from birth through 2, but under 3.)	X			34 CFR sections 300.34 (c)(3), 300.226

Services will be provided in the school of attendance unless otherwise determined by the IEP team.

An Annual Service Location Report based on these codes will be generated using CASEMIS and available at the district office by March 31.

California Special Education Management Information System (CASEMIS)

Service Descriptions

SELPA: Capistrano Unified

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CASEMIS Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
330	Specialized academic instruction: Adapting, as appropriate to the needs of the child with a disability the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children.	X			34 CFR Section 300.39(b)(3)
340	Intensive individual instruction: IEP Team determination that student requires additional support for all or part of the day to meet his or her IEP goals.	X			30 EC Section 56364
350	Individual and small group instruction: Instruction delivered one-to-one or in a small group as specified in an IEP enabling the individual(s) to participate effectively in the total school program	X			5 CCR Section 3051; 30 EC Section 56441.2
415	Language and speech: Language and speech services provide remedial intervention for eligible individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation (excluding abnormal swallowing patterns, if that is the sole assessed disability); abnormal voice quality, pitch, or loudness; fluency; hearing loss; or the acquisition, comprehension, expression of spoken language. Language deficits or speech patterns resulting from unfamiliarity with the English language and from environmental, economic or cultural factors are not included. Services include; specialized instruction and services; monitoring, reviewing, and consultation. They may be direct or indirect including the use of a speech consultant.	X			5 CCR Section 3051.1; 30 EC Section 56363; 34 CFR sections 300.34 (c)(15), 300.8 (c)(11)

Services will be provided in the school of attendance unless otherwise determined by the IEP team.

An Annual Service Location Report based on these codes will be generated using CASEMIS and available at the district office by March 31.

Service Descriptions

SELPA: Capistrano Unified

CASEMIS Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
425	Adapted physical education: Direct physical education services provided by an adapted physical education specialist to pupils who have needs that cannot be adequately satisfied in other physical education programs as indicated by assessment and evaluation of motor skills performance and other areas of need. It may include individually designed developmental activities, games, sports and rhythms, for strength development and fitness, suited to the capabilities, limitations, and interests of individual students with disabilities who may not safely, successfully or meaningfully engage in unrestricted participation in the vigorous activities of the general or modified physical education program.	X			5 CCR Section 3051.5; 30 EC Section 56363; 34 CFR sections 300.108, 300.39 (b)(2)
435	Health and nursing – specialized physical health care services: Specialized physical health care services means those health services prescribed by the child's licensed physician and surgeon, requiring medically related training of the individual who performs the services and which are necessary during the school day to enable the child to attend school (5 CCR Section 3051.12(b)). Specialized physical health care services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration and glucose testing.	X			5 CCR Section 3051.12; 30 EC sections 56363, 49423.5(d) 34 CFR Section 300.107;
436	Health and nursing – other services: This includes services that are provided to individuals with exceptional needs by a qualified individual pursuant to an IEP when a student has health problems which require nursing intervention beyond basic school health services. Services include managing the health problem, consulting with staff, group and individual counseling, making appropriate referrals and maintaining communication with agencies and health care providers. These services do not include any physician-supervised or specialized health care service. IEP-required health and nursing services are expected to supplement the regular health services program.	X			5 CCR Section 3051.12; 30 EC Section 56363; 34 CFR Section 300.107

Services will be provided in the school of attendance unless otherwise determined by the IEP team.

An Annual Service Location Report based on these codes will be generated using CASEMIS and available at the district office by March 31.

California Special Education Management Information System (CASEMIS)

Service Descriptions

SELPA: Capistrano Unified

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CASEMIS Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
445	Assistive technology services: Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology or specialized media with the educational programs to improve access for students. The term includes a functional analysis of the student's needs for assistive technology; selecting, designing, fitting, customizing, or repairing appropriate devices; coordinating services with assistive technology devices; training or technical assistance for students with a disability, the student's family, individuals providing education or rehabilitation services, and employers.	X			5 CCR Section 3051.16; 30 EC Section 56363; 34 CFR sections 300.6, 300.105
450	Occupational therapy: Occupational Therapy (OT) includes services to improve student's educational performance, postural stability, self-help abilities, sensory processing and organization, environmental adaptation and use of assistive devices, motor planning and coordination, visual perception and integration, social and play abilities, and fine motor abilities. Both direct and indirect services may be provided within the classroom, other educational settings or the home; in a group or on an individual basis; and may include therapeutic techniques to develop abilities; adaptations to the student's environment or curriculum; and consultation and collaboration with other staff and parents. Services are provided, pursuant to an IEP, by a qualified occupational therapist registered with the American Occupational Therapy Certification Board.	X			5 CCR Section 3051.6; 30 EC Section 56363; 34 CFR Section 300.34 (c)(6)

Services will be provided in the school of attendance unless otherwise determined by the IEP team.

An Annual Service Location Report based on these codes will be generated using CASEMIS and available at the district office by March 31.

California Special Education Management Information System (CASEMIS)
Service Descriptions

SELPA: Capistrano Unified

CASEMIS Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
460	Physical therapy: These services are provided, pursuant to an IEP, by a registered physical therapist, or physical therapist assistant, when assessment shows a discrepancy between gross motor performance and other educational skills. Physical therapy includes, but is not limited to, motor control and coordination, posture and balance, self-help, functional mobility, accessibility and use of assistive devices. Services may be provided within the classroom, other educational settings or in the home; and may occur in groups or individually. These services may include adaptations to the student's environment and curriculum, selected therapeutic techniques and activities, and consultation and collaborative interventions with staff and parents.	X			5 CCR Section 3051.6; 30 EC Section 56363; 34 CFR Section 300.34 (c)(9); B&PC Chapter 5.7 Section 2600 - 2696; GC-Interagency Agreement Chapter 26.5 Section 7575(a)(2)
510	Individual counseling: One-to-one counseling, provided by a qualified individual pursuant to an IEP. Counseling may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. Individual counseling is expected to supplement the regular guidance and counseling program.	X			5 CCR Section 3051.9; 34 CFR Section 300.34(c)(2)
515	Counseling and guidance: Counseling in a group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. IEP-required group counseling is expected to supplement the regular guidance and counseling program. Guidance services include interpersonal, intrapersonal or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students supervised by staff credentialed to serve special education students. These services are expected to supplement the regular guidance and counseling program.	X			34 CFR sections 300.24.(b)(2), 300.306; 5 CCR Section 3051.9

Services will be provided in the school of attendance unless otherwise determined by the IEP team.

An Annual Service Location Report based on these codes will be generated using CASEMIS and available at the district office by March 31.

California Special Education Management Information System (CASEMIS)

Service Descriptions

SELPA: Capistrano Unified

CASEMIS Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
520	Parent counseling: Individual or group counseling provided by a qualified individual pursuant to an IEP to assist the parent(s) of special education students in better understanding and meeting their child's needs; may include parenting skills or other pertinent issues. IEP-required parent counseling is expected to supplement the regular guidance and counseling program.	X			5 CCR Section 3051.11; 34 CFR Section 300.34(c)(8)
525	Social work services: Social Work services, provided pursuant to an IEP by a qualified individual, includes, but are not limited to, preparing a social or developmental history of a child with a disability; group and individual counseling with the child and family; working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school; and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. Social work services are expected to supplement the regular guidance and counseling program.			X	5 CCR Section 3051.13; 34 CFR Section 300.34(c)(14)
530	Psychological services: These services, provided by a credentialed or licensed psychologist pursuant to an IEP, include interpreting assessment results to parents and staff in implementing the IEP; obtaining and interpreting information about child behavior and conditions related to learning; planning programs of individual and group counseling and guidance services for children and parents. These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP. IEP-required psychological services are expected to supplement the regular guidance and counseling program.	X			5 CCR Section 3051.10; 34 CFR Section 300.34 (c)(10)
535	Behavior intervention services: A systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social contacts, public events, and placement in the least restrictive environment.	X			5 CCR Section 3001(d); 34 CFR Section 300.34 (c)(10)

Services will be provided in the school of attendance unless otherwise determined by the IEP team.

An Annual Service Location Report based on these codes will be generated using CASEMIS and available at the district office by March 31.

California Special Education Management Information System (CASEMIS)

Service Descriptions

SELPA: Capistrano Unified

CASEMIS Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
540	Day treatment services: Structured education, training and support services to address the student's mental health needs.	X			Health & Safety Code, Div.2, Chap.3, Article 1, Section 1502(a)
545	Residential treatment services: A 24-hour out-of-home placement that provides intensive therapeutic services to support the educational program.	X			Welfare and Institutions Code, Part 2, Chapter 2.5, Art. 1, Section 5671
610	Specialized services for low incidence disabilities: Low incidence services are defined as those provided to the student population of orthopedically impaired (OI), visually impaired (VI), deaf, hard of hearing (HH), or deaf-blind (DB). Typically, services are provided in education settings by an itinerant teacher or the itinerant teacher/specialist. Consultation is provided to the teacher, staff and parents as needed. These services must be clearly written in the student's IEP, including frequency and duration of the services to the student.	X			5 CCR sections 3051.16, 3051.18; 34 CFR Section 300.34
710	Specialized deaf and hard of hearing services: These services include speech therapy, speech reading, auditory training and/or instruction in the student's mode of communication. Rehabilitative and educational services; adapting curricula, methods, and the learning environment; and special consultation to students, parents, teachers, and other school personnel may also be included.	X			5 CCR sections 3051.16, 3051.18; 34 CFR Section 300.34
715	Interpreter services: Sign language interpretation of spoken language to individuals, whose communication is normally sign language, by a qualified sign language interpreter. This includes conveying information through the sign system of the student or consumer and tutoring students regarding class content through the sign system of the student.	X			5 CCR Section 3051.16; 34 CFR Section 300.34 (c)(4)
720	Audiovisual services: These services include measurements of acuity, monitoring amplification, and Frequency Modulation system use. Consultation services with teachers, parents or speech pathologists must be identified in the IEP as to reason, frequency and duration of contact; infrequent contact is considered assistance and would not be included.	X			5 CCR Section 3051.2; 34 CFR Section 300.34 (c)(1)

Services will be provided in the school of attendance unless otherwise determined by the IEP team.

An Annual Service Location Report based on these codes will be generated using CASEMIS and available at the district office by March 31.

California Special Education Management Information System (CASEMIS)

Service Descriptions

SELPA: Capistrano Unified

30

CASEMIS Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
725	Specialized vision services: This is a broad category of services provided to students with visual impairments. It includes assessment of functional vision; curriculum modifications necessary to meet the student's educational needs -- including Braille, large type, aural media; instruction in areas of need; concept development and academic skills; communication skills (including alternative modes of reading and writing); social, emotional, career, vocational, and independent living skills. It may include coordination of other personnel providing services to the students (such as transcribers, readers, counselors, orientation & mobility specialists, career/vocational staff, and others) and collaboration with the student's classroom teacher.	X			5 CCR Section 3030(d); 30 EC Section 56364.1
730	Orientation and mobility: Students with identified visual impairments are trained in body awareness and to understand how to move. Students are trained to develop skills to enable them to travel safely and independently around the school and in the community. It may include consultation services to parents regarding their children requiring such services according to an IEP.	X			5 CCR Section 3051.3; 30 EC Section 56363; 34 CFR Section 300.34 (c)(7)
735	Braille transcription: Any transcription services to convert materials from print to Braille. It may include textbooks, tests, worksheets, or anything necessary for instruction. The transcriber should be qualified in English Braille as well as Nemeth Code (mathematics) and be certified by appropriate agency.	X			5 CCR Section 3051.16; 30 EC Section 56363; 34 CFR Section 300.8 (c)(13)
740	Specialized orthopedic services: Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment.	X			5 CCR sections 3030(e), 3051.16; 30 EC Section 56363; 34 CFR Section 300.8 (c)(8)
745	Reading Services	X			5 CCR Section 3051.16

Services will be provided in the school of attendance unless otherwise determined by the IEP team.

An Annual Service Location Report based on these codes will be generated using CASEMIS and available at the district office by March 31.

California Special Education Management Information System (CASEMIS)

Service Descriptions

SELPA: Capistrano Unified

CASEMIS Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
750	Note taking services: Any specialized assistance given to the student for the purpose of taking notes when the student is unable to do so independently. This may include, but is not limited to, copies of notes taken by another student, transcription of tape-recorded information from a class, or aide designated to take notes. This does not include instruction in the process of learning how to take notes.	X			5 CCR Section 3051.16
755	Transcription Services Any transcription service to convert materials from print to a mode of communication suitable for the student. This may also include dictation services as it may pertain to textbooks, tests, worksheets, or anything necessary for instruction.	X			5 CCR Section 3051.16
760	Recreation services, includes therapeutic recreation: therapeutic recreation and specialized instructional programs designed to assist pupils to become as independent as possible in leisure activities, and when possible and appropriate, facilitate the pupil's integration into general recreation programs.	X			5 CCR Section 3051.15; 34 CFR Section 300.34 (c)(11)
820	College Awareness College awareness is the result of acts that promote and increase student learning about higher education opportunities, information and options that are available including, but not limited to career planning, course prerequisites, admission eligibility and financial aid.	X			34 CFR sections 300.39 (b)(5), 300.43
830	Vocational assessment, counseling, guidance, and career assessment: Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment and may include provision for work experience, job coaching, development and/or placement, and situational assessment. This includes career counseling to assist student in assessing his/her aptitudes, abilities, and interests in order to make realistic career decisions.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
840	Career awareness: Transition services include a provision for in paragraph (1)(c)(vi), self-advocacy, career planning, and career guidance. This comment also emphasized the need for coordination between this provision and the Perkins Act to ensure that students with disabilities in middle schools will be able to access vocational education funds.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43

Services will be provided in the school of attendance unless otherwise determined by the IEP team.
An Annual Service Location Report based on these codes will be generated using CASEMIS and available at the district office by March 31.

California Special Education Management Information System (CASEMIS)

Service Descriptions

SELPA: Capistrano Unified

CASEMIS Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
850	Work experience education: Work experience education means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
855	Job Coaching Job coaching is a service that provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a job coach who is highly successful, skilled and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
860	Mentoring: Mentoring is a sustained coaching relationship between a student and teacher through on-going involvement and offers support, guidance, encouragement and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills. Mentoring can be either formal as in planned, structured instruction or informal that occurs naturally through friendship, counseling and collegiality in a casual, unplanned way.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
865	Agency linkages (referral and placement): Service coordination and case management that facilitates the linkage of individualized education programs under this part and individualized family service plans under part C with individualized service plans under multiple Federal and State programs, such as title I of the Rehabilitation Act of 1973 (vocational rehabilitation), title XIX of the Social Security Act (Medicaid), and title XVI of the Social Security Act (supplemental security income).	X			30 EC Section 56341.5 (f); 34 CFR Section 300.344 (3)(b)
870	Travel Training (includes mobility training)	X			5 CCR Section 3051.3; 34 CFR sections 300.39 (c)(7)
890	Other transition services: These services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and post-secondary agencies.	X			

Services will be provided in the school of attendance unless otherwise determined by the IEP team.

An Annual Service Location Report based on these codes will be generated using CASEMIS and available at the district office by March 31.

California Special Education Management Information System (CASEMIS)

Service Descriptions

SELPA: Capistrano Unified

CASEMIS Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
900	Other special education/related services: Any other specialized service required for a student with a disability to receive educational benefit.	X			
* B&PC Business and Professional Codes CCR California Code of Regulations CFR Code of Federal Regulations EC Education Code GC Government Code					

GENERAL WAIVER REQUEST

GW-1 (Rev. 10-2-09)

<http://www.cde.ca.gov/re/lr/wr/>**First Time Waiver:** _____**Renewal Waiver:** X

Send Original plus one copy to:
 Waiver Office, California Department of Education
 1430 N Street, Suite 5602
 Sacramento, CA 95814

Send Electronic copy in **Word** and
 back-up material to: waiver@cde.ca.gov

		CD CODE						
		3	0	6	6	4	6	4
Local educational agency: Capistrano Unified School District on behalf of Kinoshita Elementary School		Contact name and Title: Julie Hatchel, Asst. Supt. Education				Contact person's e-mail address: jhatchel@capousd.org		
Address: (City) (State) (ZIP) 33122 Valle Road San Juan Capistrano, CA 92675		Phone (and extension, if necessary): (949) 234-9229 Fax Number: (949) 489-0467						
Period of request: (month/day/year) From: 7/1/12 To: 6/29/13		Local board approval date: (Required) December 12, 2011				Date of public hearing: (Required) December 12, 2011		
LEGAL CRITERIA								
1. Under the general waiver authority of <i>Education Code</i> 33050-33053, the particular <i>Education Code</i> or <i>California Code of Regulations</i> section(s) to be waived (number): 48352 Circle One: <u>EC</u> or CCR Topic of the waiver: Open Enrollment Act								
2. If this is a renewal of a previously approved waiver, please list Waiver Number: N/A and date of SBE Approval _____ Renewals of waivers must be submitted two months before the active waiver expires.								
3. Collective bargaining unit information. Does the district have any employee bargaining units? <u> </u> No <u> X </u> Yes If yes, please complete required information below: Bargaining unit(s) consulted on date(s): 11-15-11 Name of bargaining unit and representative(s) consulted: Capistrano Unified Education Association, Vicki Soderberg, President The position(s) of the bargaining unit(s): <u> </u> Neutral <u> X </u> Support <u> </u> Oppose (<i>Please specify why</i>) Comments (if appropriate):								
4. Public hearing requirement: A public hearing is not simply a board meeting, but a properly noticed public hearing held during a board meeting at which time the public may testify on the waiver proposal. Distribution of local board agenda does not constitute notice of a public hearing. Acceptable ways to advertise include: (1) print a notice that includes the time, date, location, and subject of the hearing in a newspaper of general circulation; or (2) in small school districts, post a formal notice at each school and three public places in the district. How was the required public hearing advertised? <u> X </u> Notice in a newspaper <u> X </u> Notice posted at each school <u> X </u> Other: (<i>Please specify</i>) Notification to community by email website								
5. Advisory committee or school site councils. Please identify the council(s) or committee that reviewed this waiver: School Site Council Date the committee/council reviewed the waiver request: 11-30-11 Were there any objection(s)? No <u> X </u> Yes <u> </u> (<i>If there were objections please specify</i>)								

6. *Education Code or California Code of Regulations* section to be waived. If the request is to waive a portion of a section, type the text of the pertinent sentence of the law, or those exact phrases requested to be waived (use a **strike out key**).

48352. For purposes of this article, the following definitions apply:

~~(a) "Low-achieving school" means any school identified by the Superintendent pursuant to the following:~~

~~—(1) Excluding the schools, and taking into account the impact of the criteria in paragraph (2), the Superintendent annually shall create a list of 1,000 schools ranked by increasing API with the same ratio of elementary, middle, and high schools as existed in decile 1 in the 2008-09 school year.~~

~~—(2) In constructing the list of 1,000 schools each year, the Superintendent shall ensure each of the following:~~

~~—(A) A local educational agency shall not have more than 10 percent of its schools on the list. However, if the number of schools in a local educational agency is not evenly divisible by 10, the Superintendent shall round up to the next whole number of schools.~~

~~—(B) Court, community, or community day schools shall not be included on the list.~~

~~—(C) Charter schools shall not be included on the list.~~

(b) "Parent" means the natural or adoptive parent or guardian of a dependent child.

(c) "School district of enrollment" means a school district other than the school district in which the parent of a pupil resides, but in which the parent of the pupil nevertheless intends to enroll the pupil pursuant to this article.

(d) "School district of residence" means a school district in which the parent of a pupil resides and in which the pupil would otherwise be required to enroll pursuant to Section 48200.

■ **Title 5 CCR 4701. Identification of Open Enrollment Schools.**

a) The State Superintendent of Public Instruction (SSPI) shall annually construct a list of 1,000 schools for the Open Enrollment Act that maintains the same ratio of elementary, middle, and high schools as existed in decile 1 of the 2009 Base Academic Performance Index (API) file and retains only "10 percent" of a local educational agency's (LEA's) schools pursuant to the following methodology:

(1) the list of 1,000 schools shall include 687 elementary schools, 165 middle schools, and 148 high schools;

(2) the list of 1,000 schools shall exclude the following:

(A) schools that are court, community, or community day schools;

(B) schools that are charter schools;

(C) schools that are closed; and

(D) schools that have fewer than 100 valid test scores.

3) an LEA shall have on the list no more than 10 percent of its total number of schools that are not closed. However, when that total number of schools is not evenly divisible by 10, the 10 percent number of the LEA's schools shall be rounded up to the next whole number; and

(4) to produce the final list of 1,000 schools, the SSPI shall apply the following process: (A) create a pool of schools: 1. for the purpose of constructing the Open Enrollment Schools List for transfer during the 2010-2011 school year, this pool shall be created by selecting all schools from the 2009 Base API file.

7. Desired outcome/rationale. Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or streamline or facilitate local agency operations. If more space is needed, please attach additional pages.

Approval of this waiver will minimize disruption to the educational program and recognize the 71 point API growth at Kinoshita Elementary School within the past four years. In 2008, Kinoshita had an API score of 704. In 2009, Kinoshita had a 50 point increase resulting in an API score of 754. Kinoshita made their AYP targets in 2009 and exited Program Improvement under NCLB. Students at Kinoshita have shown continued growth and the school's 2010 API score was 760, and the current 2011 API score is 775. There are 1,515 eligible schools with an API lower than 775.

The Romero Bill "failing school" designation does not match the reality of this achieving school.

8. Demographic Information:
Kinoshita Elementary School has a student population of 661 and is located in a suburban area in San Juan Capistrano, Orange County. Specific demographic information regarding tested subgroups is attached.

Is this waiver associated with an apportionment related audit penalty? (per EC 41344) No ☒ Yes ☐
(If yes, please attach explanation or copy of audit finding)

Has there been a Categorical Program Monitoring (CPM) finding on this issue? No ☒ Yes ☐
(If yes, please attach explanation or copy of CPM finding)

District or County Certification – I hereby certify that the information provided on this application is correct and complete.

Signature of Superintendent or Designee: Joseph M. Farley	Title: Superintendent	Date:
FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY		
Staff Name (type or print):	Staff Signature:	Date:
Unit Manager (type or print):	Unit Manager Signature:	Date:
Division Director (type or print):	Division Director Signature:	Date:
Deputy (type or print):	Deputy Signature:	Date:

[DataQuest home](#) > [Select School](#) > [School Reports](#) > Current Page

2010 - 11 Growth Academic Performance Index (API) Chart



School Demographic Characteristics 2011 Growth Academic Performance Index (API) Report

California Department of Education
Assessment and Accountability Division
9/22/2011

School: Kinoshita Elementary
LEA: Capistrano Unified
County: Orange
CDS Code: 30-66464-6117733
School Type: Elementary

2011 Growth API Links:

School Report - Growth
School Chart
School Content Area Weights
LEA List of Schools
County List of Schools

(An LEA is a school district or county office of education.)

Direct Funded Charter School: No

2010-11 APR		2010-11 State API			2011 Federal AYP and PI		
Summary	Glossary	Base	Guide	Growth	AYP	PI	Guide

School Demographic Characteristics

These data are from the October 2010 California Longitudinal Pupil Achievement Data System (CALPADS) data collection and the 2011 Standardized Testing and Reporting (STAR) Program student answer document.

Ethnic/Racial* (STAR)	Percent	Enrollments**(STAR)	Percent
Black or African American	0	Grade 2	29
American Indian or Alaska Native	0	Grades 3-5	71
Asian	0	Grade 6	0
Filipino	0	Grades 7-8	0
Hispanic or Latino	98	Grades 9-11	0
Native Hawaiian or Pacific Islander	0	**This is a percentage of all enrollments in grades 2-11.	
White	0		
Two or More Races	0		
<i>*These percentages may not sum to 100 due to responses of: other, multiple, declined to state, or non-response.</i>		Parent Education Level (STAR)	
		Percentage with a response***	95
		Of those with a response:	
		Not a high school graduate	36
		High school graduate	48
		Some college	13
		College graduate	3
		Graduate school	0
		***This is the percentage of student answer documents with stated parent education level information.	
Participants in Free or Reduced-Price Lunch (STAR)	95		
Participants in Gifted and Talented Education Program (STAR)	1		
Participants in Migrant Education Program (STAR)	1		<u>Average</u>
English Learners (STAR)	65	Average Parent Education Level (STAR)	1.84
Reclassified Fluent-English-Proficient (RFEP) Students (STAR)	27	<i>The average of all responses where "1" represents "Not a high school graduate" and "5" represents "Graduate school."</i>	
Students with Disabilities (STAR)	6	Average Class Size (CALPADS)	
		(These data will not be available until October.)	
		<u>Grades</u>	<u>Average</u>
		K-3	

Mobility**School, CALPADS Date** (STAR)**LEA, CALPADS Date** (STAR)

These are the percentages of students who were counted as part of the school's or LEA's enrollment on the October 2010 CALPADS data collection and who have been continuously enrolled since that date.

Fully-Credentialed Teachers**** (CALPADS)**Teachers with Emergency Credentials ******(CALPADS)

**** These data were not collected during the 2010 CALPADS collection and are unavailable for reporting in the 2010-11 APR cycle.

4-6

97 Core academic courses
98 in departmentalized programs

	<u>Number</u>
Enrollment in Grades 2-11 on First Day of Testing (STAR)	411

Students Exempted from STAR Testing Per Parent Written Request (STAR)	0
--	---

Number of Students Tested (STAR)	411
---	-----

	<u>Yes/No</u>
Multi-track, Year-round School (CALPADS)	

GENERAL WAIVER REQUEST

GW-1 (Rev. 10-2-09)

<http://www.cde.ca.gov/re/lr/wr/>

First Time Waiver: _____

Renewal Waiver: **X**

Send Original plus one copy to:
 Waiver Office, California Department of Education
 1430 N Street, Suite 5602
 Sacramento, CA 95814

Send Electronic copy in **Word** and
 back-up material to: waiver@cde.ca.gov

CD CODE					
3	0	6	6	4	6
Local educational agency: Capistrano Unified School District on behalf of San Juan Elementary School		Contact name and Title: Julie Hatchel, Asst. Supt. Education		Contact person's e-mail address: jhatchel@capousd.org	
Address: (City) (State) (ZIP) 33122 Valle Road San Juan Capistrano, CA 92675		Phone (and extension, if necessary): (949) 234-9229 Fax Number: (949) 489-0467			
Period of request: (month/day/year) From: 7/1/12 To: 6/29/13		Local board approval date: (Required) December 12, 2011		Date of public hearing: (Required) December 12, 2011	
LEGAL CRITERIA					
1. Under the general waiver authority of <i>Education Code</i> 33050-33053, the particular <i>Education Code</i> or <i>California Code of Regulations</i> section(s) to be waived (number): 48352 Circle One: <u>EC</u> or CCR Topic of the waiver: Open Enrollment Act					
2. If this is a renewal of a previously approved waiver, please list Waiver Number: N/A and date of SBE Approval _____ Renewals of waivers must be submitted two months before the active waiver expires.					
3. Collective bargaining unit information. Does the district have any employee bargaining units? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, please complete required information below: Bargaining unit(s) consulted on date(s): 11-15-11 Name of bargaining unit and representative(s) consulted: Capistrano Unified Education Association, Vicki Soderberg, President The position(s) of the bargaining unit(s): <input type="checkbox"/> Neutral <input checked="" type="checkbox"/> Support <input type="checkbox"/> Oppose (Please specify why) Comments (if appropriate):					
4. Public hearing requirement: A public hearing is not simply a board meeting, but a properly noticed public hearing held during a board meeting at which time the public may testify on the waiver proposal. Distribution of local board agenda does not constitute notice of a public hearing. Acceptable ways to advertise include: (1) print a notice that includes the time, date, location, and subject of the hearing in a newspaper of general circulation; or (2) in small school districts, post a formal notice at each school and three public places in the district. How was the required public hearing advertised? <input checked="" type="checkbox"/> Notice in a newspaper <input checked="" type="checkbox"/> Notice posted at each school <input checked="" type="checkbox"/> Other: (Please specify) Notification to community by website					
5. Advisory committee or school site councils. Please identify the council(s) or committee that reviewed this waiver: School Site Council Date the committee/council reviewed the waiver request: 12-5-11 Were there any objection(s)? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> (If there were objections please specify)					

6. *Education Code or California Code of Regulations* section to be waived. If the request is to waive a portion of a section, type the text of the pertinent sentence of the law, or those exact phrases requested to be waived (use a **strike out key**).

48352. For purposes of this article, the following definitions apply:

~~(a) "Low achieving school" means any school identified by the Superintendent pursuant to the following:~~

~~— (1) Excluding the schools, and taking into account the impact of the criteria in paragraph (2), the Superintendent annually shall create a list of 1,000 schools ranked by increasing API with the same ratio of elementary, middle, and high schools as existed in decile 1 in the 2008-09 school year.~~

~~— (2) In constructing the list of 1,000 schools each year, the Superintendent shall ensure each of the following:~~

~~— (A) A local educational agency shall not have more than 10 percent of its schools on the list. However, if the number of schools in a local educational agency is not evenly divisible by 10, the Superintendent shall round up to the next whole number of schools.~~

~~— (B) Court, community, or community day schools shall not be included on the list.~~

~~— (C) Charter schools shall not be included on the list.~~

(b) "Parent" means the natural or adoptive parent or guardian of a dependent child.

(c) "School district of enrollment" means a school district other than the school district in which the parent of a pupil resides, but in which the parent of the pupil nevertheless intends to enroll the pupil pursuant to this article.

(d) "School district of residence" means a school district in which the parent of a pupil resides and in which the pupil would otherwise be required to enroll pursuant to Section 48200.

Title 5 CCR 4701. Identification of Open Enrollment Schools.

a) The State Superintendent of Public Instruction (SSPI) shall annually construct a list of 1,000 schools for the Open Enrollment Act that maintains the same ratio of elementary, middle, and high schools as existed in decile 1 of the 2009 Base Academic Performance Index (API) file and retains only "10 percent" of a local educational agency's (LEA's) schools pursuant to the following methodology:

~~(1) the list of 1,000 schools shall include 687 elementary schools, 165 middle schools, and 148 high schools;~~

~~(2) the list of 1,000 schools shall exclude the following:~~

~~(A) schools that are court, community, or community day schools;~~

~~(B) schools that are charter schools;~~

~~(C) schools that are closed; and~~

~~(D) schools that have fewer than 100 valid test scores.~~

~~3) an LEA shall have on the list no more than 10 percent of its total number of schools that are not closed. However, when that total number of schools is not evenly divisible by 10, the 10 percent number of the LEA's schools shall be rounded up to the next whole number; and~~

~~(4) to produce the final list of 1,000 schools, the SSPI shall apply the following process: (A) create a pool of schools: 1. for the purpose of constructing the Open Enrollment Schools List for transfer during the 2010-2011 school year, this pool shall be created by selecting all schools from the 2009 Base API file.~~

7. Desired outcome/rationale. Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or streamline or facilitate local agency operations. If more space is needed, please attach additional pages.

Approval of this waiver will minimize disruption to the educational program and recognize the 96 point API growth at San Juan within the past three years. In 2010, San Juan had an API growth score of 752 and was recognized for having the highest API growth among traditional elementary schools in Orange County. In 2011, the school increased their API by an additional 30 points and now has a score of 782. There are 1,705 eligible schools with an API lower than 782. San Juan is a dual immersion Spanish language academy where Language Arts is not formally taught in English until 2nd grade. Second grade students are tested in English on the CSTs, however their primary instruction in Kindergarten and 1st grade is in Spanish.

Although San Juan is a Program Improvement School under ESEA/NCLB, parents from outside of the attendance area apply to have their children attend the highly desirable dual immersion program. This school continues to excel in all areas of language and math achievement. The Romero Bill "failing school" designation does not match the reality of this unique school.

8. Demographic Information:

San Juan Elementary School has a student population of 721 and is located in a suburban area in San Juan Capistrano, Orange County. Specific demographic information regarding tested subgroups is attached.

Is this waiver associated with an apportionment related audit penalty? (per EC 41344) No ☒ Yes ☐
(If yes, please attach explanation or copy of audit finding)

Has there been a Categorical Program Monitoring (CPM) finding on this issue? No ☒ Yes ☐
(If yes, please attach explanation or copy of CPM finding)

District or County Certification – I hereby certify that the information provided on this application is correct and complete.

Signature of Superintendent or Designee:

Joseph M. Farley

Title:

Superintendent

Date:

FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY

Staff Name (type or print):

Staff Signature:

Date:

Unit Manager (type or print):

Unit Manager Signature:

Date:

Division Director (type or print):

Division Director Signature:

Date:

Deputy (type or print):

Deputy Signature:

Date:

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2010 - 11 Growth Academic Performance Index (API) Chart



School Demographic Characteristics 2011 Growth Academic Performance Index (API) Report

California Department of Education
Assessment and Accountability Division
9/22/2011

School: San Juan Elementary
LEA: Capistrano Unified
County: Orange
CDS Code: 30-66464-6027643
School Type: Elementary

2011 Growth API Links:

School Report - Growth
School Chart
School Content Area Weights
LEA List of Schools
County List of Schools

(An LEA is a school district or county office of education.)

Direct Funded Charter School: No

2010-11 APR		2010-11 State API			2011 Federal AYP and PI		
Summary	Glossary	Base	Guide	Growth	AYP	PI	Guide

School Demographic Characteristics

These data are from the October 2010 California Longitudinal Pupil Achievement Data System (CALPADS) data collection and the 2011 Standardized Testing and Reporting (STAR) Program student answer document.

Ethnic/Racial* (STAR)	Percent	Enrollments** (STAR)	Percent
Black or African American	2	Grade 2	25
American Indian or Alaska Native	0	Grades 3-5	69
Asian	2	Grade 6	6
Filipino	1	Grades 7-8	0
Hispanic or Latino	78	Grades 9-11	0
Native Hawaiian or Pacific Islander	0	**This is a percentage of all enrollments in grades 2-11.	
White	17	Parent Education Level (STAR)	
Two or More Races	0	Percentage with a response***	99
<i>*These percentages may not sum to 100 due to responses of: other, multiple, declined to state, or non-response.</i>		Of those with a response:	
Participants in Free or Reduced-Price Lunch (STAR)	69	Not a high school graduate	50
		High school graduate	16
		Some college	10
		College graduate	10
		Graduate school	14
Participants in Gifted and Talented Education Program (STAR)	4	***This is the percentage of student answer documents with stated parent education level information.	
Participants in Migrant Education Program (STAR)	2	Average Parent Education Level (STAR)	
		Average	
English Learners (STAR)	53	The average of all responses where "1" represents "Not a high school graduate" and "5" represents "Graduate school."	
Reclassified Fluent-English-Proficient (RFEP) Students (STAR)	16	Average Class Size (CALPADS)	
		(These data will not be available until October.)	
Students with Disabilities (STAR)	8	Grades	Average
		K-3	

Mobility**School, CALPADS Date** (STAR)

4-6
 99 Core academic courses
 99 in departmentalized programs

LEA, CALPADS Date (STAR)

These are the percentages of students who were counted as part of the school's or LEA's enrollment on the October 2010 CALPADS data collection and who have been continuously enrolled since that date.

	<u>Number</u>
Enrollment in Grades 2-11 on First Day of Testing (STAR)	453

Fully-Credentialed Teachers**** (CALPADS)

Students Exempted from STAR Testing Per Parent Written Request (STAR)	0
--	---

Teachers with Emergency Credentials ****(CALPADS)

**** These data were not collected during the 2010 CALPADS collection and are unavailable for reporting in the 2010-11 APR cycle.

Number of Students Tested (STAR)	453
---	-----

	<u>Yes/No</u>
Multi-track, Year-round School (CALPADS)	

GENERAL WAIVER REQUEST

GW-1 (Rev. 10-2-09)

<http://www.cde.ca.gov/re/lr/wr/>**First Time Waiver: X****Renewal Waiver:**

Send Original plus one copy to:
 Waiver Office, California Department of Education
 1430 N Street, Suite 5602
 Sacramento, CA 95814

Send Electronic copy in **Word** and
 back-up material to: waiver@cde.ca.gov

		CD CODE						
		3	0	6	6	4	6	4
Local educational agency: Capistrano Unified School District on behalf of Marblehead Elementary School		Contact name and Title: Julie Hatchel, Asst. Supt. Education				Contact person's e-mail address: jhatchel@capousd.org		
Address: (City) (State) (ZIP) 33122 Valle Road San Juan Capistrano, CA 92675		Phone (and extension, if necessary): (949) 234-9229 Fax Number: (949) 489-0467						
Period of request: (month/day/year) From: 7/1/12 To: 6/29/13		Local board approval date: (Required) December 12, 2011				Date of public hearing: (Required) December 12, 2011		
LEGAL CRITERIA								
1. Under the general waiver authority of <i>Education Code</i> 33050-33053, the particular <i>Education Code</i> or <i>California Code of Regulations</i> section(s) to be waived (number): 48352 Circle One: <u>EC</u> or <i>CCR</i> Topic of the waiver: Open Enrollment Act								
2. If this is a renewal of a previously approved waiver, please list Waiver Number: N/A and date of SBE Approval Renewals of waivers must be submitted two months before the active waiver expires.								
3. Collective bargaining unit information. Does the district have any employee bargaining units? <u> </u> No <u> X </u> Yes If yes, please complete required information below: Bargaining unit(s) consulted on date(s): 11-15-11 Name of bargaining unit and representative(s) consulted: Capistrano Unified Education Association, Vicki Soderberg, President The position(s) of the bargaining unit(s): <u> </u> Neutral <u> X </u> Support <u> </u> Oppose (<i>Please specify why</i>) Comments (if appropriate):								
4. Public hearing requirement: A public hearing is not simply a board meeting, but a properly noticed public hearing held during a board meeting at which time the public may testify on the waiver proposal. Distribution of local board agenda does not constitute notice of a public hearing. Acceptable ways to advertise include: (1) print a notice that includes the time, date, location, and subject of the hearing in a newspaper of general circulation; or (2) in small school districts, post a formal notice at each school and three public places in the district. How was the required public hearing advertised? <u> X </u> Notice in a newspaper <u> X </u> Notice posted at each school <u> X </u> Other: (<i>Please specify</i>) Notification to community by website								
5. Advisory committee or school site councils. Please identify the council(s) or committee that reviewed this waiver: Date the committee/council reviewed the waiver request: 11-30-11 Were there any objection(s)? No <u> X </u> Yes <u> </u> (<i>If there were objections please specify</i>)								

6. *Education Code or California Code of Regulations* section to be waived. If the request is to waive a portion of a section, type the text of the pertinent sentence of the law, or those exact phrases requested to be waived (use a **strike out key**).

48352. For purposes of this article, the following definitions apply:

~~(a) "Low achieving school" means any school identified by the Superintendent pursuant to the following:~~

~~(1) Excluding the schools, and taking into account the impact of the criteria in paragraph (2), the Superintendent annually shall create a list of 1,000 schools ranked by increasing API with the same ratio of elementary, middle, and high schools as existed in decile 1 in the 2008-09 school year.~~

~~(2) In constructing the list of 1,000 schools each year, the Superintendent shall ensure each of the following:~~

~~(A) A local educational agency shall not have more than 10 percent of its schools on the list. However, if the number of schools in a local educational agency is not evenly divisible by 10, the Superintendent shall round up to the next whole number of schools.~~

~~(B) Court, community, or community day schools shall not be included on the list.~~

~~(C) Charter schools shall not be included on the list.~~

(b) "Parent" means the natural or adoptive parent or guardian of a dependent child.

(c) "School district of enrollment" means a school district other than the school district in which the parent of a pupil resides, but in which the parent of the pupil nevertheless intends to enroll the pupil pursuant to this article.

(d) "School district of residence" means a school district in which the parent of a pupil resides and in which the pupil would otherwise be required to enroll pursuant to Section 48200.

Title 5 CCR 4701. Identification of Open Enrollment Schools.

~~a) The State Superintendent of Public Instruction (SSPI) shall annually construct a list of 1,000 schools for the Open Enrollment Act that maintains the same ratio of elementary, middle, and high schools as existed in decile 1 of the 2009 Base Academic Performance Index (API) file and retains only "10 percent" of a local educational agency's (LEA's) schools pursuant to the following methodology:~~

~~(1) the list of 1,000 schools shall include 687 elementary schools, 165 middle schools, and 148 high schools;~~

~~(2) the list of 1,000 schools shall exclude the following:~~

~~(A) schools that are court, community, or community day schools;~~

~~(B) schools that are charter schools;~~

~~(C) schools that are closed; and~~

~~(D) schools that have fewer than 100 valid test scores.~~

~~3) an LEA shall have on the list no more than 10 percent of its total number of schools that are not closed. However, when that total number of schools is not evenly divisible by 10, the 10 percent number of the LEA's schools shall be rounded up to the next whole number; and~~

~~(4) to produce the final list of 1,000 schools, the SSPI shall apply the following process: (A) create a pool of schools: 1. for the purpose of constructing the Open Enrollment Schools List for transfer during the 2010-2011 school year, this pool shall be created by selecting all schools from the 2009 Base API file.~~

7. Desired outcome/rationale. Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or streamline or facilitate local agency operations. If more space is needed, please attach additional pages.

Approval of this waiver will minimize disruption to the educational program. The percentage of students at Marblehead who qualify for free and reduced price meals has risen from 23% to 36% within the past four years. Despite this increase in poverty, Marblehead staff is committed to an outstanding educational program. The API score for 2011 is 805, which is five points above the state benchmark of 800. There are 2,291 eligible schools with an API lower than 805.

The Romero Bill "failing school" designation does not match the reality of this school.

8. Demographic Information:
Viejo Elementary School has a student population of 415 and is located in a suburban area in Mission Viejo, Orange County. Specific demographic information regarding tested subgroups is attached.

Is this waiver associated with an apportionment related audit penalty? (per EC 41344) No ☒ Yes ☐
(If yes, please attach explanation or copy of audit finding)

Has there been a Categorical Program Monitoring (CPM) finding on this issue? No ☒ Yes ☐
(If yes, please attach explanation or copy of CPM finding)

District or County Certification – I hereby certify that the information provided on this application is correct and complete.

Signature of Superintendent or Designee:

Joseph M. Farley

Title:

Superintendent

Date:

FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY

Staff Name (type or print):

Staff Signature:

Date:

Unit Manager (type or print):

Unit Manager Signature:

Date:

Division Director (type or print):

Division Director Signature:

Date:

Deputy (type or print):

Deputy Signature:

Date:

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2010 - 11 Growth Academic Performance Index (API) Chart



School Demographic Characteristics 2011 Growth Academic Performance Index (API) Report

California Department of Education
Assessment and Accountability Division
9/22/2011

School: Marblehead Elementary
LEA: Capistrano Unified
County: Orange
CDS Code: 30-66464-6118954
School Type: Elementary

2011 Growth API Links:

School Report - Growth
School Chart
School Content Area Weights
LEA List of Schools
County List of Schools

(An LEA is a school district or county office of education.)

Direct Funded Charter School: No

2010-11 APR		2010-11 State API			2011 Federal AYP and PI		
Summary	Glossary	Base	Guide	Growth	AYP	PI	Guide

School Demographic Characteristics

These data are from the October 2010 California Longitudinal Pupil Achievement Data System (CALPADS) data collection and the 2011 Standardized Testing and Reporting (STAR) Program student answer document.

Ethnic/Racial* (STAR)	Percent	Enrollments** (STAR)	Percent
Black or African American	1	Grade 2	26
American Indian or Alaska Native	1	Grades 3-5	74
Asian	2	Grade 6	0
Filipino	1	Grades 7-8	0
Hispanic or Latino	32	Grades 9-11	0
Native Hawaiian or Pacific Islander	0	**This is a percentage of all enrollments in grades 2-11.	
White	59	Parent Education Level (STAR)	
Two or More Races	4	Percentage with a response***	94
<i>*These percentages may not sum to 100 due to responses of: other, multiple, declined to state, or non-response.</i>		Of those with a response:	
Participants in Free or Reduced-Price Lunch (STAR)	32	Not a high school graduate	11
		High school graduate	14
		Some college	16
		College graduate	37
		Graduate school	22
Participants in Gifted and Talented Education Program (STAR)	3	***This is the percentage of student answer documents with stated parent education level information.	
Participants in Migrant Education Program (STAR)	0	Average	
English Learners (STAR)	19	Average Parent Education Level (STAR)	3.46
Reclassified Fluent-English-Proficient (RFEF) Students (STAR)	4	<i>The average of all responses where "1" represents "Not a high school graduate" and "5" represents "Graduate school."</i>	
Students with Disabilities (STAR)	11	Average Class Size (CALPADS)	
		<i>(These data will not be available until October.)</i>	
		Grades	Average
		K-3	

Mobility

School, CALPADS Date (STAR)
LEA, CALPADS Date (STAR)

These are the percentages of students who were counted as part of the school's or LEA's enrollment on the October 2010 CALPADS data collection and who have been continuously enrolled since that date.

Fully-Credentialed Teachers**** (CALPADS)
Teachers with Emergency Credentials ****(CALPADS)
**** These data were not collected during the 2010 CALPADS collection and are unavailable for reporting in the 2010-11 APR cycle.

4-6
98 Core academic courses
98 in departmentalized programs

	<u>Number</u>
Enrollment in Grades 2-11 on First Day of Testing (STAR)	412
Students Exempted from STAR Testing Per Parent Written Request (STAR)	0
Number of Students Tested (STAR)	412
	<u>Yes/No</u>
Multi-track, Year-round School (CALPADS)	

GENERAL WAIVER REQUEST

GW-1 (Rev. 10-2-09)

<http://www.cde.ca.gov/re/lr/wr/>

First Time Waiver: _____

Renewal Waiver: **X**

Send Original plus one copy to:
 Waiver Office, California Department of Education
 1430 N Street, Suite 5602
 Sacramento, CA 95814

Send Electronic copy in **Word** and
 back-up material to: waiver@cde.ca.gov

		CD CODE						
		3	0	6	6	4	6	4
Local educational agency: Capistrano Unified School District on behalf of Viejo Elementary School		Contact name and Title: Julie Hatchel, Asst. Supt. Education				Contact person's e-mail address: jhatchel@capousd.org		
Address: (City) (State) (ZIP) 33122 Valle Road San Juan Capistrano, CA 92675		Phone (and extension, if necessary): (949) 234-9229 Fax Number: (949) 489-0467						
Period of request: (month/day/year) From: 7/1/12 To: 6/29/13		Local board approval date: (Required) December 12, 2011				Date of public hearing: (Required) December 12, 2011		
LEGAL CRITERIA								
1. Under the general waiver authority of <i>Education Code</i> 33050-33053, the particular <i>Education Code</i> or <i>California Code of Regulations</i> section(s) to be waived (number): 48352 Circle One: <u>EC</u> or CCR Topic of the waiver: Open Enrollment Act								
2. If this is a renewal of a previously approved waiver, please list Waiver Number: N/A and date of SBE Approval _____ Renewals of waivers must be submitted two months before the active waiver expires.								
3. Collective bargaining unit information. Does the district have any employee bargaining units? ___ No <u>X</u> Yes If yes, please complete required information below: Bargaining unit(s) consulted on date(s): 11-15-11 Name of bargaining unit and representative(s) consulted: Capistrano Unified Education Association, Vicki Soderberg, President The position(s) of the bargaining unit(s): ___ Neutral <u>X</u> Support ___ Oppose (Please specify why) Comments (if appropriate):								
4. Public hearing requirement: A public hearing is not simply a board meeting, but a properly noticed public hearing held during a board meeting at which time the public may testify on the waiver proposal. Distribution of local board agenda does not constitute notice of a public hearing. Acceptable ways to advertise include: (1) print a notice that includes the time, date, location, and subject of the hearing in a newspaper of general circulation; or (2) in small school districts, post a formal notice at each school and three public places in the district. How was the required public hearing advertised? <u>X</u> Notice in a newspaper <u>X</u> Notice posted at each school <u>X</u> Other: (Please specify) Notification to community by email website								
5. Advisory committee or school site councils. Please identify the council(s) or committee that reviewed this waiver: School Site Council Date the committee/council reviewed the waiver request: 11-29-11 Were there any objection(s)? No <u>X</u> Yes ___ (If there were objections please specify)								

6. *Education Code or California Code of Regulations* section to be waived. If the request is to waive a portion of a section, type the text of the pertinent sentence of the law, or those exact phrases requested to be waived (use a **strike out key**).

48352. For purposes of this article, the following definitions apply:

~~(a) "Low achieving school" means any school identified by the Superintendent pursuant to the following:~~

~~(1) Excluding the schools, and taking into account the impact of the criteria in paragraph (2), the Superintendent annually shall create a list of 1,000 schools ranked by increasing API with the same ratio of elementary, middle, and high schools as existed in decile 1 in the 2008-09 school year.~~

~~(2) In constructing the list of 1,000 schools each year, the Superintendent shall ensure each of the following:~~

~~(A) A local educational agency shall not have more than 10 percent of its schools on the list. However, if the number of schools in a local educational agency is not evenly divisible by 10, the Superintendent shall round up to the next whole number of schools.~~

~~(B) Court, community, or community day schools shall not be included on the list.~~

~~(C) Charter schools shall not be included on the list.~~

(b) "Parent" means the natural or adoptive parent or guardian of a dependent child.

(c) "School district of enrollment" means a school district other than the school district in which the parent of a pupil resides, but in which the parent of the pupil nevertheless intends to enroll the pupil pursuant to this article.

(d) "School district of residence" means a school district in which the parent of a pupil resides and in which the pupil would otherwise be required to enroll pursuant to Section 48200.

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a) The State Superintendent of Public Instruction (SSPI) shall annually construct a list of 1,000 schools for the Open Enrollment Act that maintains the same ratio of elementary, middle, and high schools as existed in decile 1 of the 2009 Base Academic Performance Index (API) file and retains only "10 percent" of a local educational agency's (LEA's) schools pursuant to the following methodology:

(1) the list of 1,000 schools shall include 687 elementary schools, 165 middle schools, and 148 high schools;

(2) the list of 1,000 schools shall exclude the following:

(A) schools that are court, community, or community day schools;

(B) schools that are charter schools;

(C) schools that are closed; and

(D) schools that have fewer than 100 valid test scores.

3) an LEA shall have on the list no more than 10 percent of its total number of schools that are not closed. However, when that total number of schools is not evenly divisible by 10, the 10 percent number of the LEA's schools shall be rounded up to the next whole number; and

(4) to produce the final list of 1,000 schools, the SSPI shall apply the following process: (A) create a pool of schools: 1. for the purpose of constructing the Open Enrollment Schools List for transfer during the 2010-2011 school year, this pool shall be created by selecting all schools from the 2009 Base API file.

7. Desired outcome/rationale. Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or streamline or facilitate local agency operations. If more space is needed, please attach additional pages.

Approval of this waiver will minimize disruption to the educational program and recognize the growth of Viejo students. In 2010, the API score was 774 and in 2011, Viejo made a growth of 13 points to 787, which is just 13 points away from the state's benchmark of 800. There are 1,842 eligible schools with an API lower than 787. The percentage of students at Viejo who qualify for free or reduced price meals has risen from 47% to 68% within the past four years. Despite this increase in poverty, Viejo staff is committed to an outstanding educational program.

Although Viejo is a Program Improvement School under NCLB, parents from outside of the attendance area apply to have their children attend school at Viejo due to the highly desirable dual immersion program. The Romero Bill "failing school" designation does not match the reality of this special school.

8. Demographic Information:
Viejo Elementary School has a student population of 415 and is located in a suburban area in Mission Viejo, Orange County. Specific demographic information regarding tested subgroups is attached.

Is this waiver associated with an apportionment related audit penalty? (per EC 41344) No ☒ Yes ☐
(If yes, please attach explanation or copy of audit finding)

Has there been a Categorical Program Monitoring (CPM) finding on this issue? No ☒ Yes ☐
(If yes, please attach explanation or copy of CPM finding)

District or County Certification – I hereby certify that the information provided on this application is correct and complete.

Signature of Superintendent or Designee:

Joseph M. Farley

Title:

Superintendent

Date:

FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY

Staff Name (type or print):

Staff Signature:

Date:

Unit Manager (type or print):

Unit Manager Signature:

Date:

Division Director (type or print):

Division Director Signature:

Date:

Deputy (type or print):

Deputy Signature:

Date:

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2010 - 11 Growth Academic Performance Index (API) Chart



School Demographic Characteristics
2011 Growth
Academic Performance Index (API) Report

California Department of Education
Assessment and Accountability Division
9/22/2011

School: Viejo Elementary
LEA: Capistrano Unified
County: Orange
CDS Code: 30-66464-6068589
School Type: Elementary

2011 Growth API Links:

School Report - Growth
School Chart
School Content Area Weights
LEA List of Schools
County List of Schools

(An LEA is a school district or county office of education.)

Direct Funded Charter School: No

2010-11 APR		2010-11 State API			2011 Federal AYP and PI		
Summary	Glossary	Base	Guide	Growth	AYP	PI	Guide

School Demographic Characteristics

These data are from the October 2010 California Longitudinal Pupil Achievement Data System (CALPADS) data collection and the 2011 Standardized Testing and Reporting (STAR) Program student answer document.

Ethnic/Racial* (STAR)	Percent	Enrollments** (STAR)	Percent
Black or African American	1	Grade 2	25
American Indian or Alaska Native	0	Grades 3-5	75
Asian	1	Grade 6	0
Filipino	2	Grades 7-8	0
Hispanic or Latino	70	Grades 9-11	0
Native Hawaiian or Pacific Islander	0	**This is a percentage of all enrollments in grades 2-11.	
White	19		
Two or More Races	6	Parent Education Level (STAR)	
*These percentages may not sum to 100 due to responses of: other, multiple, declined to state, or non-response.		Percentage with a response***	86
		Of those with a response:	
		Not a high school graduate	17
		High school graduate	36
		Some college	26
		College graduate	14
		Graduate school	7
Participants in Free or Reduced-Price Lunch (STAR)	66	***This is the percentage of student answer documents with stated parent education level information.	
Participants in Gifted and Talented Education Program (STAR)	1		
Participants in Migrant Education Program (STAR)	0	Average	
English Learners (STAR)	46	Average Parent Education Level (STAR)	2.59
Reclassified Fluent-English-Proficient (RFEP) Students (STAR)	10	<i>The average of all responses where "1" represents "Not a high school graduate" and "5" represents "Graduate school."</i>	
Students with Disabilities (STAR)	12	Average Class Size (CALPADS)	
		(These data will not be available until October.)	
		Grades	Average
		K-3	

MobilitySchool, CALPADS Date (STAR)LEA, CALPADS Date (STAR)

These are the percentages of students who were counted as part of the school's or LEA's enrollment on the October 2010 CALPADS data collection and who have been continuously enrolled since that date.

Fully-Credentialed Teachers**** (CALPADS)**Teachers with Emergency Credentials ******(CALPADS)

**** These data were not collected during the 2010 CALPADS collection and are unavailable for reporting in the 2010-11 APR cycle.

4-6

94 Core academic courses
95 in departmentalized programs

	<u>Number</u>
Enrollment in Grades 2-11 on First Day of Testing (STAR)	281

Students Exempted from STAR Testing Per Parent Written Request (STAR)	2
--	---

Number of Students Tested (STAR)	279
---	-----

	<u>Yes/No</u>
Multi-track, Year-round School (CALPADS)	

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 12, 2011

**CHARTER SCHOOL MATERIAL REVISION REQUEST –
OXFORD PREPARATORY ACADEMY**

BACKGROUND INFORMATION

Oxford Preparatory Academy (OPA) submitted a request for a Material Revision to their existing charter, which was authorized by the District's Board of Trustees for an initial five-year term on March 8, 2010. OPA is seeking to materially revise its charter in the following ways:

1. Increase enrollment from 628 to 772 beginning with the 2012-2013 school year and continuing for each of the remaining school years in the current charter term
2. CUSD representative to the charter board, may serve as a voting member
3. Board meetings to alternate among all campuses operated by OPA
4. The non-profit corporation's bylaws require quarterly meetings
5. Replace board position titles of "President" and "Vice President" with "Chairman" and "Vice Chairman"

In accordance with Education Code §47607, material revisions of a charter require the approval of the authority that granted the charter and are governed by the standards and criteria in Education Code §47605. In accordance with Education Code §47605 and Board Policy 0420.4, as the authority that granted OPA's charter, the Board of Trustees must hold a public hearing on the provisions of the charter no later than 30 days after receiving the petition. In accordance with the same, the Board of Trustees must decide whether to grant or deny the request for material revision within 60 days of its receipt of the petition.

CURRENT CONSIDERATIONS

The purpose of this agenda item is for the Board of Trustees to receive OPA's request for Material Revision to their charter and set a public hearing on the provisions of the charter on January 9, 2012, to consider the level of support for the petition by District teachers, employees, and parents. Following the public hearing and a review of the request, the Trustees must either grant or deny the request at its Board meeting on January 23, 2012.

FINANCIAL IMPLICATIONS

The financial implications of the Material Revision are currently under review.

STAFF RECOMMENDATIONS

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business and Support Services, to present this item and answer any questions the Board of Trustees may have.

Following discussion, it is recommended the Board of Trustees receive the Material Revision request and schedule a public hearing on the provisions of the charter on January 9, 2012, for the Trustees to consider the level of support for the petition by District teachers, employees, and parents.



OXFORD

PREPARATORY ACADEMY

November 1, 2011

Dr. Joseph M. Farley, Superintendent
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Re: Oxford Preparatory Academy – South Orange County Charter School Petition Material Revision

Dear Dr. Farley,

On behalf of all the parties associated with Oxford Preparatory Academy – South Orange County (“Oxford Prep”), attached is our official “Material Revision” to our Charter School Petition (“Petition”). The included material revisions we are seeking would change our projected enrollment for school years 2012 - 2013 and 2013 - 2014 (see attached page 67 from Charter Petition for redline changes). The requested enrollment projection increase is in response to the significant number of students who have expressed a meaningful interest to enroll in our charter school. We currently have received a total of 1,667 Intent to Enroll/Re-Enroll Forms (of which 1,491 are from in-District students) for the 2012 – 2013 school year. We feel that meeting parent requests for school of choice would be advantageous to both parties.

In addition, we are seeking to change item “C. Founding Board” (see page 142) under the Governance portion of the Petition to reflect the following changes:

- A CUSD representative may serve as a voting member;
- The Board of Directors meetings will alternate among all campus locations operated by Oxford Preparatory Academy;
- The nonprofit corporation’s Bylaws require quarterly meetings; and
- The Board position titles of “President” and “Vice President” have been replaced with “Chairman” and “Vice-Chairman” respectively, to conform to Oxford Preparatory Academy By-Laws.

The attached Oxford Preparatory Academy – South Orange County Charter School Material Revisions (pages are attached) are submitted to you for review. We respectfully request that these material revisions be placed on the next Capistrano Unified School District Board meeting agenda. With the approval of these revisions, together, we can ensure the continued success of all students in the Capistrano Unified School District.

Best Regards,

Sue Roche

Sue Roche
Executive Director, President
Oxford Preparatory Academy, Inc.



If the total enrollment in the school must expand to accommodate student demand including, but not limited to, students on its waiting list, the charter school must seek approval of that material revision from the District's Board and together with the District agree upon a new maximum enrollment for the agreed upon, designated term.

Projected Enrollment by Grade Levels

Grade Level	2011-2012	2012-2013	2012-2013-2013-2014
Kindergarten	56	6456	64
First	56	12856	6456
Second	56	6456	12856
Third	60	6460	6460
Fourth	60	6460	6460
Fifth	60	6460	6460
Sixth	60	9660	6460
Seventh	60	6460	9660
Eighth	60	6460	6460
Independent Study	100	100100	100100
Total	628	772628	772628

Instructional Minutes

In California, there are both required and recommended actions regarding courses of study and the instructional time needed to deliver them to elementary and secondary students. In the absence of either the Education Code or a recommendation from the State Board of Education (SBE) and the California Department of Education (CDE), external recommendations from national subject-area associations are given as guidelines.

Oxford Preparatory Academy may utilize the California Department of Education and National Subject-Area Associations' recommendations for courses of study and instructional time. The law does not require a specific number of minutes of English Language Development for English Learners (EL). Oxford Preparatory Academy has the discretion to determine the amount of time appropriate for students at different English language proficiency levels. EL instruction will be embedded throughout the instructional program.

Oxford Preparatory Academy students will receive, at a minimum, the following number of instructional minutes for the school year. However, to expand the opportunities for all students and to lessen the amount of pullout time for specialized learning situations, we will extend the school's instructional day. Additionally, elective classes will be offered outside of the school day to further minimize the impact of pullout time on core instruction. The table below shows the amount of minutes, on an annual basis, in excess of the State minimum (Education Code § 46201) that will be added to allow for this feature of our program.

A school calendar will be finalized (see following pages for "draft" master calendar) once the charter is approved.

Grade Level	State Minimum Number of Instructional Minutes	# of additional instructional minutes	Instructional Minutes
Kindergarten	36,000	+1,370	*37,370
1 - 3	50,400	+2,750	53,150
4 - 8	54,000	+1,435	55,435

O. Projected Master Calendar and Sample School Day

Proposed School Calendar



of Directors on key strategic decisions facing the organization and to assist with fundraising efforts. Any committee with decision-making authority shall comply with the Brown Act.

C. Founding Board

The current Board of Directors (the "Founding Board") has five (5) voting members. If the Capistrano Unified School District exercises its right to appoint a representative pursuant to its right to do so under the Charter School Act, a voting representative shall be added for this purpose, pursuant to a Charter Petition granted by that District.

Members are selected in accordance with Corporation Code §5047. Oxford Preparatory Academy, Inc. reserves the right to expand the number of seats on its Board of Directors in the future. The Board of Directors meetings will alternate among all campus locations operated by Oxford Preparatory Academy.

Desired areas of expertise to fulfill the mission and vision of the school for our students among the board members include: education management and instruction, real estate and construction, public relations and marketing, business, grant writing, school development, legal services, accounting and school finance, nonprofit community development and nonprofit compliance. The Oxford Preparatory Academy, Inc. Bylaws have been developed by the Board of Directors (Exhibit Appendix H, Bylaws).

The following are members of the Founding Board (resumes attached) comprising the Board of Directors for Oxford Preparatory Academy, Inc. with their respective expiration of terms:

Mary Chladni, Secretary	June 30, 2012
Bob Kuhnert, Esq., Member	June 30, 2012
Dana Reupert, President Chairman	June 30, 2013
Sue Teele, Ph.D., Member Vice-Chairman	June 30, 2013
Janet Yang, Ph.D. VACANCY, Treasurer	June 30, 2013

D. Process for Selecting Board of Directors and Creating Policy

The Board of Directors will serve for a term of either two (2) or three (3) years. Two (2) members will serve two (2) year terms and three (3) members will serve three (3) year terms in order to provide and maintain continuity and a smooth transition between board elections. The process for elections of new Board Members shall be as set forth in the Bylaws of the Oxford Preparatory Academy, Inc. Members may serve any number of consecutive terms.

Officers will be elected every two years at the last meeting of the school year. Before the meeting, a nominating committee of three Board members will nominate qualified candidates for a Board vote to serve two-year terms of office. The Board will elect officers beginning with the ~~President, Vice President~~Chairman, Vice-Chairman, Secretary and Treasurer, and can create other Officers of the Corporation as it deems necessary, at their first meeting of the school year.

E. Meetings

The nonprofit corporation's Bylaws will require ~~monthly~~ quarterly meetings. However, it is the prerogative of the Board to call additional meetings as they deem necessary. In the early stages of development, the Board realizes how important it is to create dialogue and the necessary actions to create a successful school. Board committees may meet

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 12, 2011

**CERTIFICATION OF THE 2011-2012 FIRST INTERIM REPORT AND ADOPTION
OF RESOLUTION NO. 1112-27 - 2011-2012 REVENUE AND EXPENDITURE
INCREASES/DECREASES**

BACKGROUND INFORMATION

In accordance with Education Code §42130, school districts are required to prepare and submit interim financial reports to the governing board. Resolution 1112-27 adjusts the various fund budgets to reflect the First Interim Report. The purpose of these reports is to notify appropriate State and County Office of Education officials as to whether or not the District will be able to meet its financial obligations for the remainder of the fiscal year. Additionally, as required by AB2756, districts must certify that minimum reserve levels are projected to be met in the two subsequent fiscal years.

The Board of Trustees is required to certify each interim report to indicate that they have been informed of the financial stability of the District. The Superintendent is also required to certify that an interim report review has been conducted using the state-adopted Criteria and Standards. The District's first interim reporting period is based upon activity from July 1 through October 31, 2011.

Additionally, AB1200 mandates that school districts prove multi-year fiscal solvency through their interim reporting and annual budget. District financial reporting is certified as positive, qualified, or negative for the reporting period. The certification is an evaluation of the District's ability to maintain fiscal solvency in the current, and two future fiscal years.

CURRENT CONSIDERATION

This agenda item presents a self-qualified certification of the First Interim Financial Report for 2011-2012, indicating that the District may not meet its financial obligations for the current, and the two subsequent fiscal years. While the 2011-2012 (current year) budget is balanced with a number of one-time monies that roll off during the fiscal year, the subsequent years in the multiple year projection are not. Assuming no mid-year cuts and a COLA increase of 3.1% in 2012-2013 and 2.8% 2013-2014, the District will need to make approximately \$25 million in ongoing expenditure reductions in 2012-2013 and another \$3.5 million in 2013-2014.

The First Interim Report was compiled using the following broad revenue and enrollment assumptions:

2011-2012	No changes to revenue due to mid-year cuts Includes County of Orange additional Negative Education Revenue Augmentation Fund (ERAF) reduction Enrollment = 50,595
2012-2013	COLA increase = 3.1% Enrollment = 50,046 Decrease from prior year = (549)
2013-2014	COLA increase = 2.8% Enrollment = 49,586 Decrease from prior year = (460)
2014-2015	COLA increase = 3.0% Enrollment = 48,874 Decrease from prior year = (712)

2010-2011 Financial Information:

The First Interim Report (Attachment 1) is supported by the General Fund Income and Expenditure Summary (Restricted and Unrestricted), Average Daily Attendance Report, Actual and Projected Monthly Cash Flow, Revenue Limit, the Criteria and Standards, Certification and Checklist, and the Multi-Year Projections. Also included are Income and Expenditure Summaries for other District funds where budgets have changed. Resolution No. 1112-27 (Attachment 2) incorporates revenue and expenditures increases and decreases in the current fiscal year.

Multi-Year Projections:

The 2011-2012 Enacted State Budget & First Interim Advisory from the Orange County Department of Education (OCDE) is included as Attachment 3. The School Services Dartboard, which is used to project the District's 2011-2012, 2012-2013, and 2013-2014 revenue, is included within the document from OCDE. Attachment 3 is included to provide information on assumptions, based on the adopted State Budget, used in the creation of the First Interim Report.

Revenue – The First Interim multi-year projections include the assumptions prescribed by OCDE and School Services of California (Attachment 3). The state budget, passed in June 2011, included an increase of the revenue limit deficit factor to 19.754 percent, to offset the effect of the statutory 2.24 percent COLA in 2011-2012. Governor Brown will be presenting his preliminary 2012-2013 budget proposal in January. The Second Interim Report, which will be presented to the Board in March, will incorporate changes included in the Governor's budget plan. The Second Interim Report will also address any mid-year state revenue reductions as well as any County ERAF adjustments.

Average Daily Attendance – At the budget adoption in June 2011, the District budgeted the funded average daily attendance (ADA) to be 49,475 students. This is based on prior year ADA, as the District is in declining enrollment, and has not changed. The District has adjusted the projected ADA for the two subsequent years.

Salary Projections – Negotiations with Teamsters and CUEA have been settled for the current year. Agreements include reopener language upon notification of mid-year state revenue reductions. Negotiations with CSEA are currently open. Currently, step and column, and health and welfare amounts are budgeted based on position control and determined rates. For the 2012-2013 and 2013-2014 fiscal years, step and column, and appropriate health, welfare, and statutory benefit costs have been included in the projection, as well as appropriate restorations.

Reserve for Economic Uncertainties and Required Budget Reductions – As shown in the multi-year projections, the Reserve for Economic Uncertainties is projected to be 2.43 percent in 2011-2012, 2.15 percent in 2012-2013, and 2.16 percent in 2013-2014. In order to maintain these reserve levels, approximately \$25 million in budget reductions must be identified for the 2012-2013 fiscal year. Should there be reduced revenues as a result of changes to the state budget, additional reductions will be needed.

Fiscal Solvency Statement:

In submitting the 2011-2012 First Interim Report, the Board understands its fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years. Due to the volatility of California's economic recovery and uncertainty with education funding, it is recognized that, if necessary, the school plans to implement \$25.00 million in ongoing budget reductions in 2012-2013 and an additional \$3.5 million in reductions in 2013-14 to maintain fiscal solvency. With the 2011-2012 Second Interim Report submission, the Board will provide a detailed budget reduction plan along with an implementation timeline.

Summary:

A summary of the attachments included for Board review and approval are listed below.

1. First Interim Report
2. Resolution 1112-27 – Revenue and Expenditure Increases/Decreases
3. 2011-12 Enacted State Budget & First Interim Advisory from OCDE
4. Supplement to the 2011-12 First Interim Advisory – Cash Flow
5. 2011-2012 First Interim Report-Combined General Fund Summary Sheet
6. 2011-2012 First Interim Report – PowerPoint Presentation

FINANCIAL IMPLICATIONS

The financial implications related to this agenda item are detailed in Attachment 1, which is included with this item.

STAFF RECOMMENDATION

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business and Support Services, who will make a presentation related to this agenda item. Following the presentation, it is recommended the Board of Trustees:

1. Approve the Self-Qualified Certification of the First Interim Financial Report for the period July 1, 2011, through October 31, 2011, and authorize its filing with the County Superintendent of Schools.
2. Approve Resolution No. 1112-27 incorporating revenue and expenditure increases/decreases for the District's various funds for 2011-2012.

G = General Ledger Data; S = Supplemental Data

		Data Supplied For:			
Form	Description	2011-12 Original Budget	2011-12 Board Approved Operating Budget	2011-12 Actuals to Date	2011-12 Projected Totals
01I	General Fund/County School Service Fund	GS	GS	GS	GS
09I	Charter Schools Special Revenue Fund			G	
10I	Special Education Pass-Through Fund				
11I	Adult Education Fund	G	G	G	G
12I	Child Development Fund	G	G	G	G
13I	Cafeteria Special Revenue Fund	G	G	G	G
14I	Deferred Maintenance Fund	G	G	G	G
15I	Pupil Transportation Equipment Fund				
17I	Special Reserve Fund for Other Than Capital Outlay Projects				
18I	School Bus Emissions Reduction Fund				
19I	Foundation Special Revenue Fund				
20I	Special Reserve Fund for Postemployment Benefits	G	G	G	G
21I	Building Fund	G	G	G	G
25I	Capital Facilities Fund	G	G	G	G
30I	State School Building Lease-Purchase Fund				
35I	County School Facilities Fund	G	G	G	G
40I	Special Reserve Fund for Capital Outlay Projects	G	G	G	G
49I	Capital Project Fund for Blended Component Units				
51I	Bond Interest and Redemption Fund				
52I	Debt Service Fund for Blended Component Units				
53I	Tax Override Fund				
56I	Debt Service Fund				
57I	Foundation Permanent Fund				
61I	Cafeteria Enterprise Fund				
62I	Charter Schools Enterprise Fund				
63I	Other Enterprise Fund				
66I	Warehouse Revolving Fund				
67I	Self-Insurance Fund	G	G	G	G
71I	Retiree Benefit Fund				
73I	Foundation Private-Purpose Trust Fund				
AI	Average Daily Attendance	S	S		S
CASH	Cashflow Worksheet				S
CHG	Change Order Form				
CI	Interim Certification				S
ICR	Indirect Cost Rate Worksheet				
MYPI	Multiyear Projections - General Fund				GS
NCMOE	No Child Left Behind Maintenance of Effort				GS
RLI	Revenue Limit Summary	S	S		S
SIAI	Summary of Interfund Activities - Projected Year Totals				G
01CSI	Criteria and Standards Review				S

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: _____
District Superintendent or Designee

Date: _____

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: December 12, 2011

Signed: _____
President of the Governing Board

CERTIFICATION OF FINANCIAL CONDITION

____ POSITIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

X QUALIFIED CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

____ NEGATIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: David W. Carter

Telephone: 949-234-9317

Title: Executive Director, Fiscal Services

E-mail: dwcarter@capousd.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.		X
4	Revenue Limit	Projected revenue limit for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.		X
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.		X
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.		X
7a	Deferred Maintenance	SBX3 4 (Chapter 12, Statutes of 2009), as amended by SB 70 (Chapter 7, Statutes of 2011), eliminates the local match requirement for Deferred Maintenance from 2008-09 through 2014-15. Therefore, this item has been inactivated for that period.		
7b	Ongoing and Major Maintenance Account	If applicable, changes occurring since budget adoption meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.		X
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.		X
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since budget adoption that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?	X	
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel tax, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since budget adoption by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?		X

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2010-11) annual payment?		X
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, have there been changes since budget adoption in OPEB liabilities?		X
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?		X
		• If yes, have there been changes since budget adoption in self-insurance liabilities?		X
S8	Status of Labor Agreements	As of first interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)	X	
		• Classified? (Section S8B, Line 1b)	X	
S8	Labor Agreement Budget Revisions	• Management/supervisor/confidential? (Section S8C, Line 1b)	X	
		For negotiations settled since budget adoption, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)		X
S9	Status of Other Funds	• Classified? (Section S8B, Line 3)	n/a	
		Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?		X
A2	Independent Position Control	Is personnel position control independent from the payroll system?		X
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?		X
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

2011-12 First Interim
General Fund
Unrestricted (Resources 0000-1999)
Revenues, Expenditures, and Changes in Fund Balance

30 66464 0000000
Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	255,436,852.00	255,106,050.00	13,568,849.69	255,106,050.00	0.00	0.0%
2) Federal Revenue		8100-8299	917,790.00	917,790.00	0.00	917,790.00	0.00	0.0%
3) Other State Revenue		8300-8599	31,702,689.00	31,702,689.00	5,457,090.50	32,097,241.00	394,552.00	1.2%
4) Other Local Revenue		8600-8799	3,501,997.00	3,964,137.00	2,183,237.56	4,355,787.00	391,650.00	9.9%
5) TOTAL, REVENUES			291,559,328.00	291,690,666.00	21,209,177.75	292,476,868.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	150,735,456.00	150,769,268.00	29,824,135.21	150,253,255.00	516,013.00	0.3%
2) Classified Salaries		2000-2999	28,452,043.00	28,522,393.00	5,406,349.69	28,656,446.00	(134,053.00)	-0.5%
3) Employee Benefits		3000-3999	53,674,922.00	53,674,922.00	10,313,495.63	54,484,224.00	(809,302.00)	-1.5%
4) Books and Supplies		4000-4999	3,370,317.00	3,923,554.00	942,971.82	5,087,852.00	(1,164,298.00)	-29.7%
5) Services and Other Operating Expenditures		5000-5999	17,370,993.00	17,475,302.00	6,478,269.79	17,971,683.00	(496,381.00)	-2.8%
6) Capital Outlay		6000-6999	250,000.00	250,000.00	121,345.09	260,000.00	(10,000.00)	-4.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	3,625,583.00	3,625,583.00	769,137.16	4,023,167.00	(397,584.00)	-11.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(3,613,651.00)	(3,653,820.00)	(75,958.38)	(3,756,464.00)	102,644.00	-2.8%
9) TOTAL, EXPENDITURES			253,865,663.00	254,587,202.00	53,779,746.01	256,980,163.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			37,693,665.00	37,103,464.00	(32,570,568.26)	35,496,705.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	2,758,297.00	2,758,297.00	0.00	2,758,297.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	351,357.09	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(50,076,335.00)	(50,140,679.00)	0.00	(50,174,625.00)	(33,946.00)	0.1%
4) TOTAL, OTHER FINANCING SOURCES/USES			(47,318,038.00)	(47,382,382.00)	351,357.09	(47,416,328.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(9,624,373.00)	(10,278,918.00)	(32,219,211.17)	(11,919,623.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	21,371,762.00	24,407,895.00		24,407,895.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			21,371,762.00	24,407,895.00		24,407,895.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			21,371,762.00	24,407,895.00		24,407,895.00		
2) Ending Balance, June 30 (E + F1e)			11,747,389.00	14,128,977.00		12,488,272.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	175,000.00	175,000.00		175,000.00		
Stores		9712	150,000.00	150,000.00		150,000.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	4,287,000.00	4,695,435.00		2,866,620.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	7,446,500.00	7,383,918.00		7,636,222.00		
Unassigned/Unappropriated Amount		9790	(311,111.00)	1,724,624.00		1,660,430.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
REVENUE LIMIT SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	27,120,334.00	28,259,325.00	3,955,175.08	28,208,268.00	(51,057.00)	-0.2%
Charter Schools General Purpose Entitlement - State Aid		8015	0.00	0.00	0.00	0.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	(1,681,578.89)	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	2,035,013.00	2,035,013.00	0.00	2,035,013.00	0.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	223,257,621.00	222,158,774.00	0.00	222,158,774.00	0.00	0.0%
Unsecured Roll Taxes		8042	9,287,501.00	9,431,617.00	6,875,318.09	9,431,617.00	0.00	0.0%
Prior Years' Taxes		8043	7,548,075.00	7,395,074.00	5,135,377.02	7,395,074.00	0.00	0.0%
Supplemental Taxes		8044	2,383,709.00	2,397,077.00	972,723.77	2,397,077.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	(1,774,079.00)	(1,882,285.00)	2,190,407.14	(1,882,285.00)	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	35,854.00	35,854.00	30,170.63	35,854.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-Revenue Limit (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, Revenue Limit Sources			269,894,028.00	269,830,449.00	17,477,592.84	269,779,392.00	(51,057.00)	0.0%
Revenue Limit Transfers								
Unrestricted Revenue Limit								
Transfers - Current Year	0000	8091	(5,505,360.00)	(5,505,360.00)	0.00	(5,505,360.00)	0.00	0.0%
Continuation Education ADA Transfer	2200	8091						
Community Day Schools Transfer	2430	8091						
Special Education ADA Transfer	6500	8091						
All Other Revenue Limit								
Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction Transfer		8092	613,980.00	615,742.00	177,843.85	666,799.00	51,057.00	8.3%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(9,565,796.00)	(9,834,781.00)	(4,086,587.00)	(9,834,781.00)	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUE LIMIT SOURCES			255,436,852.00	255,106,050.00	13,568,849.69	255,106,050.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00		
NCLB/IASA (incl. ARRA)	3000-3299, 4000-4139, 4201-4215, 4610, 5510	8290						
Vocational and Applied Technology Education	3500-3699	8290						

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Safe and Drug Free Schools	3700-3799	8290						
Other Federal Revenue (incl. ARRA)	All Other	8290	917,790.00	917,790.00	0.00	917,790.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			917,790.00	917,790.00	0.00	917,790.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
Community Day School Additional Funding								
Current Year	2430	8311						
Prior Years	2430	8319						
ROC/P Entitlement								
Current Year	6355-6360	8311						
Prior Years	6355-6360	8319						
Special Education Master Plan								
Current Year	6500	8311						
Prior Years	6500	8319						
Home-to-School Transportation	7230	8311						
Economic Impact Aid	7090-7091	8311						
Spec. Ed. Transportation	7240	8311						
All Other State Apportionments - Current Year	All Other	8311	22,189.00	22,189.00	2,120.24	22,189.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Year Round School Incentive		8425	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction, K-3		8434	7,300,000.00	7,300,000.00	1,996,424.00	7,300,000.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	0.00	0.00	139,649.00	0.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	5,898,540.00	5,898,540.00	87,552.06	5,898,540.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590						
Drug/Alcohol/Tobacco Funds	6650-6690	8590						
Healthy Start	6240	8590						
Class Size Reduction Facilities	6200	8590						
School Community Violence Prevention Grant	7391	8590						
Quality Education Investment Act	7400	8590						
All Other State Revenue	All Other	8590	18,481,960.00	18,481,960.00	3,231,345.20	18,876,512.00	394,552.00	2.1%
TOTAL, OTHER STATE REVENUE			31,702,689.00	31,702,689.00	5,457,090.50	32,097,241.00	394,552.00	1.2%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to RL Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	0.00	0.00	0.00	0.00		

2011-12 First Interim
General Fund
Unrestricted (Resources 0000-1999)
Revenues, Expenditures, and Changes in Fund Balance

30 66464 0000000
Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	653,181.00	653,181.00	357,078.27	653,181.00	0.00	0.0%
Interest		8660	775,000.00	775,000.00	90,965.69	775,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00		
Transportation Services	7230, 7240	8677						
Interagency Services	All Other	8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-Revenue Limit (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		
All Other Local Revenue		8699	1,572,634.00	2,034,774.00	1,721,297.10	2,426,424.00	391,650.00	19.2%
Tuition		8710	260,082.00	260,082.00	4.00	260,082.00	0.00	0.0%
All Other Transfers In		8781-8783	241,100.00	241,100.00	13,892.50	241,100.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791						
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3,501,997.00	3,964,137.00	2,183,237.56	4,355,787.00	391,650.00	9.9%
TOTAL, REVENUES			291,559,328.00	291,690,666.00	21,209,177.75	292,476,868.00	786,202.00	0.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	135,149,090.00	135,182,902.00	25,749,737.39	134,914,518.00	268,384.00	0.2%
Certificated Pupil Support Salaries		1200	3,171,738.00	3,171,738.00	656,528.22	2,862,822.00	308,916.00	9.7%
Certificated Supervisors' and Administrators' Salaries		1300	12,001,469.00	12,001,469.00	3,331,337.88	12,050,615.00	(49,146.00)	-0.4%
Other Certificated Salaries		1900	413,159.00	413,159.00	86,531.72	425,300.00	(12,141.00)	-2.9%
TOTAL, CERTIFICATED SALARIES			150,735,456.00	150,769,268.00	29,824,135.21	150,253,255.00	516,013.00	0.3%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	726,003.00	773,353.00	152,629.96	988,152.00	(214,799.00)	-27.8%
Classified Support Salaries		2200	11,568,419.00	11,591,419.00	2,442,619.07	11,542,068.00	49,351.00	0.4%
Classified Supervisors' and Administrators' Salaries		2300	1,687,241.00	1,687,241.00	488,055.06	1,684,426.00	2,815.00	0.2%
Clerical, Technical and Office Salaries		2400	12,204,126.00	12,204,126.00	2,234,424.75	12,166,246.00	37,880.00	0.3%
Other Classified Salaries		2900	2,266,254.00	2,266,254.00	88,620.85	2,275,554.00	(9,300.00)	-0.4%
TOTAL, CLASSIFIED SALARIES			28,452,043.00	28,522,393.00	5,406,349.69	28,656,446.00	(134,053.00)	-0.5%
EMPLOYEE BENEFITS								
STRS		3101-3102	12,537,114.00	12,537,114.00	2,484,063.15	12,553,192.00	(16,078.00)	-0.1%
PERS		3201-3202	2,654,494.00	2,654,494.00	551,532.29	2,776,040.00	(121,546.00)	-4.6%
OASDI/Medicare/Alternative		3301-3302	4,066,975.00	4,066,975.00	847,199.14	4,187,359.00	(120,384.00)	-3.0%
Health and Welfare Benefits		3401-3402	27,145,791.00	27,145,791.00	4,818,012.09	26,908,650.00	237,141.00	0.9%
Unemployment Insurance		3501-3502	2,849,486.00	2,849,486.00	567,235.70	2,901,586.00	(52,100.00)	-1.8%
Workers' Compensation		3601-3602	2,848,906.00	2,848,906.00	687,272.21	3,541,388.00	(692,482.00)	-24.3%
OPEB, Allocated		3701-3702	475,947.00	475,947.00	95,145.74	484,747.00	(8,800.00)	-1.8%
OPEB, Active Employees		3751-3752	770,835.00	770,835.00	153,265.42	779,443.00	(8,608.00)	-1.1%
PERS Reduction		3801-3802	239,859.00	239,859.00	106,159.95	263,832.00	(23,973.00)	-10.0%
Other Employee Benefits		3901-3902	85,515.00	85,515.00	3,609.94	87,987.00	(2,472.00)	-2.9%
TOTAL, EMPLOYEE BENEFITS			53,674,922.00	53,674,922.00	10,313,495.63	54,484,224.00	(809,302.00)	-1.5%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	450,000.00	450,000.00	27,194.20	630,315.00	(180,315.00)	-40.1%
Books and Other Reference Materials		4200	0.00	25,954.00	10,912.80	12,498.00	13,456.00	51.8%
Materials and Supplies		4300	2,302,030.00	2,752,072.00	688,396.93	3,629,897.00	(877,825.00)	-31.9%
Noncapitalized Equipment		4400	618,287.00	695,528.00	216,467.89	815,142.00	(119,614.00)	-17.2%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			3,370,317.00	3,923,554.00	942,971.82	5,087,852.00	(1,164,298.00)	-29.7%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	10,000.00	10,000.00	0.00	10,000.00	0.00	0.0%
Travel and Conferences		5200	267,354.00	267,354.00	96,486.61	289,940.00	(22,586.00)	-8.4%
Dues and Memberships		5300	40,450.00	40,450.00	4,675.00	40,742.00	(292.00)	-0.7%
Insurance		5400-5450	2,200,000.00	2,200,000.00	1,400,000.00	2,200,000.00	0.00	0.0%
Operations and Housekeeping Services		5500	9,100,000.00	9,100,000.00	1,984,455.95	9,100,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,565,542.00	1,565,542.00	967,835.22	1,889,126.00	(323,584.00)	-20.7%
Transfers of Direct Costs		5710	576,028.00	576,028.00	12,610.41	505,770.00	70,258.00	12.2%
Transfers of Direct Costs - Interfund		5750	(257,000.00)	(257,000.00)	(10,290.20)	(261,859.00)	4,859.00	-1.9%
Professional/Consulting Services and Operating Expenditures		5800	3,049,419.00	3,153,728.00	1,869,934.28	3,378,764.00	(225,036.00)	-7.1%
Communications		5900	819,200.00	819,200.00	152,562.52	819,200.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			17,370,993.00	17,475,302.00	6,478,269.79	17,971,683.00	(496,381.00)	-2.8%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	250,000.00	250,000.00	121,345.09	260,000.00	(10,000.00)	-4.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			250,000.00	250,000.00	121,345.09	260,000.00	(10,000.00)	-4.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	(5,795.00)	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	2,460,294.00	2,460,294.00	275,942.79	2,857,878.00	(397,584.00)	-16.2%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	207,134.00	207,134.00	0.00	207,134.00	0.00	0.0%
Other Debt Service - Principal		7439	958,155.00	958,155.00	498,989.37	958,155.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			3,625,583.00	3,625,583.00	769,137.16	4,023,167.00	(397,584.00)	-11.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	(3,058,400.00)	(3,098,569.00)	(4,046.12)	(3,157,885.00)	59,316.00	-1.9%
Transfers of Indirect Costs - Interfund		7350	(555,251.00)	(555,251.00)	(71,912.26)	(598,579.00)	43,328.00	-7.8%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(3,613,651.00)	(3,653,820.00)	(75,958.38)	(3,756,464.00)	102,644.00	-2.8%
TOTAL, EXPENDITURES			253,865,663.00	254,587,202.00	53,779,746.01	256,980,163.00	(2,392,961.00)	-0.9%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	650,000.00	650,000.00	0.00	650,000.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	2,108,297.00	2,108,297.00	0.00	2,108,297.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			2,758,297.00	2,758,297.00	0.00	2,758,297.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	351,357.09	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	351,357.09	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	(50,076,335.00)	(50,140,679.00)	0.00	(50,174,625.00)	(33,946.00)	0.1%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(50,076,335.00)	(50,140,679.00)	0.00	(50,174,625.00)	(33,946.00)	0.1%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			(47,318,038.00)	(47,382,382.00)	351,357.09	(47,416,328.00)	(33,946.00)	0.1%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	5,505,360.00	5,505,360.00	0.00	5,505,360.00	0.00	0.0%
2) Federal Revenue		8100-8299	25,859,626.00	29,270,944.00	10,006,932.43	29,638,280.00	367,336.00	1.3%
3) Other State Revenue		8300-8599	33,525,111.00	33,410,082.00	6,452,215.75	35,808,140.00	2,398,058.00	7.2%
4) Other Local Revenue		8600-8799	775,621.00	775,621.00	914,007.79	1,034,590.00	258,969.00	33.4%
5) TOTAL, REVENUES			65,665,718.00	68,962,007.00	17,373,155.97	71,986,370.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	40,418,207.00	41,398,252.00	9,889,263.77	42,576,248.00	(1,177,996.00)	-2.8%
2) Classified Salaries		2000-2999	28,530,234.00	27,740,908.00	4,489,194.25	27,702,439.00	38,469.00	0.1%
3) Employee Benefits		3000-3999	24,390,975.00	24,181,939.00	3,848,471.95	24,638,550.00	(456,611.00)	-1.9%
4) Books and Supplies		4000-4999	7,199,339.00	9,436,496.00	1,841,750.22	8,256,322.00	1,180,174.00	12.5%
5) Services and Other Operating Expenditures		5000-5999	7,869,929.00	8,971,553.00	2,497,699.88	11,607,510.00	(2,635,957.00)	-29.4%
6) Capital Outlay		6000-6999	100,000.00	100,000.00	65,257.13	100,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299						
		7400-7499	6,791,962.00	6,791,962.00	1,064,873.08	6,791,962.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	3,058,400.00	3,098,569.00	4,046.12	3,157,885.00	(59,316.00)	-1.9%
9) TOTAL, EXPENDITURES			118,359,046.00	121,719,679.00	23,700,556.40	124,830,916.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)								
			(52,693,328.00)	(52,757,672.00)	(6,327,400.43)	(52,844,546.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	50,076,335.00	50,140,679.00	0.00	50,174,625.00	33,946.00	0.1%
4) TOTAL, OTHER FINANCING SOURCES/USES			50,076,335.00	50,140,679.00	0.00	50,174,625.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,616,993.00)	(2,616,993.00)	(6,327,400.43)	(2,669,921.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	2,816,993.00	4,236,303.00		4,236,303.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,816,993.00	4,236,303.00		4,236,303.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,816,993.00	4,236,303.00		4,236,303.00		
2) Ending Balance, June 30 (E + F1e)			200,000.00	1,619,310.00		1,566,382.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	200,000.00	1,619,310.00		1,566,382.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
REVENUE LIMIT SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Charter Schools General Purpose Entitlement - State Aid		8015	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-Revenue Limit (50%) Adjustment		8089	0.00	0.00	0.00	0.00		
Subtotal, Revenue Limit Sources			0.00	0.00	0.00	0.00		
Revenue Limit Transfers								
Unrestricted Revenue Limit Transfers - Current Year	0000	8091						
Continuation Education ADA Transfer	2200	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Community Day Schools Transfer	2430	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education ADA Transfer	6500	8091	5,505,360.00	5,505,360.00	0.00	5,505,360.00	0.00	0.0%
All Other Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction Transfer		8092	0.00	0.00	0.00	0.00		
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUE LIMIT SOURCES			5,505,360.00	5,505,360.00	0.00	5,505,360.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	8,461,189.00	8,461,189.00	(30.85)	8,266,938.00	(194,251.00)	-2.3%
Special Education Discretionary Grants		8182	828,483.00	1,911,208.00	(2.34)	1,995,230.00	84,022.00	4.4%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	10,000.00	10,000.00	0.00	9,636.00	(364.00)	-3.6%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB/IASA (incl. ARRA)	3000-3299, 4000-4139, 4201-4215, 4610, 5510	8290	15,155,495.00	17,484,088.00	9,921,779.51	17,808,162.00	324,074.00	1.9%
Vocational and Applied Technology Education	3500-3699	8290	184,399.00	184,399.00	0.00	185,263.00	864.00	0.5%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other Federal Revenue (incl. ARRA)	All Other	8290	1,220,060.00	1,220,060.00	85,186.11	1,373,051.00	152,991.00	12.5%
TOTAL, FEDERAL REVENUE			25,859,626.00	29,270,944.00	10,006,932.43	29,638,280.00	367,336.00	1.3%
OTHER STATE REVENUE								
Other State Apportionments								
Community Day School Additional Funding								
Current Year	2430	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	2430	8319	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Entitlement								
Current Year	6355-6360	8311	0.00	0.00	479.41	0.00	0.00	0.0%
Prior Years	6355-6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	25,045,860.00	25,045,860.00	3,076,907.92	25,108,165.00	62,305.00	0.2%
Prior Years	6500	8319	0.00	0.00	54,035.00	54,035.00	54,035.00	New
Home-to-School Transportation	7230	8311	686,465.00	674,597.00	192,151.56	674,597.00	0.00	0.0%
Economic Impact Aid	7090-7091	8311	3,000,000.00	3,000,000.00	650,842.00	3,000,000.00	0.00	0.0%
Spec. Ed. Transportation	7240	8311	1,772,605.00	1,741,962.00	496,178.44	1,741,962.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	202,956.00	202,956.00	24,080.65	202,956.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Year Round School Incentive		8425	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction, K-3		8434	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00	0.00	0.0%
Lottery - Unrestricted and Instructional Material		8560	929,950.00	929,950.00	126,025.17	929,950.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650-6690	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Healthy Start	6240	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction Facilities	6200	8590	0.00	0.00	0.00	0.00	0.00	0.0%
School Community Violence Prevention Grant	7391	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	350,000.00	350,000.00	371,790.00	413,100.00	63,100.00	18.0%
All Other State Revenue	All Other	8590	1,537,275.00	1,464,757.00	1,459,725.60	3,683,375.00	2,218,618.00	151.5%
TOTAL, OTHER STATE REVENUE			33,525,111.00	33,410,082.00	6,452,215.75	35,808,140.00	2,398,058.00	7.2%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to RL Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-Revenue								
Limit Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	595,500.00	595,500.00	457,669.61	498,014.00	(97,486.00)	-16.4%
Transportation Services	7230, 7240	8677	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services	All Other	8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-Revenue Limit (50%) A		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	130,121.00	130,121.00	456,338.18	486,576.00	356,455.00	273.9%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	50,000.00	50,000.00	0.00	50,000.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			775,621.00	775,621.00	914,007.79	1,034,590.00	258,969.00	33.4%
TOTAL, REVENUES			65,665,718.00	68,962,007.00	17,373,155.97	71,986,370.00	3,024,363.00	4.4%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	32,879,024.00	32,940,474.00	7,810,838.96	33,939,519.00	(999,045.00)	-3.0%
Certificated Pupil Support Salaries		1200	4,248,945.00	5,072,505.00	1,044,311.43	4,873,893.00	198,612.00	3.9%
Certificated Supervisors' and Administrators' Salaries		1300	1,600,500.00	1,582,354.00	599,469.18	1,694,042.00	(111,688.00)	-7.1%
Other Certificated Salaries		1900	1,689,738.00	1,802,919.00	434,644.20	2,068,794.00	(265,875.00)	-14.7%
TOTAL, CERTIFICATED SALARIES			40,418,207.00	41,398,252.00	9,889,263.77	42,576,248.00	(1,177,996.00)	-2.8%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	12,381,556.00	11,616,327.00	1,415,799.56	11,626,784.00	(10,457.00)	-0.1%
Classified Support Salaries		2200	12,413,189.00	12,390,098.00	2,213,232.84	12,333,674.00	56,424.00	0.5%
Classified Supervisors' and Administrators' Salaries		2300	1,153,917.00	1,153,917.00	312,665.70	1,155,606.00	(1,689.00)	-0.1%
Clerical, Technical and Office Salaries		2400	1,403,270.00	1,402,264.00	322,039.20	1,415,170.00	(12,906.00)	-0.9%
Other Classified Salaries		2900	1,178,302.00	1,178,302.00	225,456.95	1,171,205.00	7,097.00	0.6%
TOTAL, CLASSIFIED SALARIES			28,530,234.00	27,740,908.00	4,489,194.25	27,702,439.00	38,469.00	0.1%
EMPLOYEE BENEFITS								
STRS		3101-3102	3,373,932.00	3,429,751.00	821,541.52	3,504,451.00	(74,700.00)	-2.2%
PERS		3201-3202	2,508,427.00	2,421,236.00	444,127.50	2,419,900.00	1,336.00	0.1%
OASDI/Medicare/Alternative		3301-3302	2,508,928.00	2,458,605.00	412,584.61	2,465,848.00	(7,243.00)	-0.3%
Health and Welfare Benefits		3401-3402	12,909,668.00	12,793,848.00	1,502,997.96	13,024,887.00	(231,039.00)	-1.8%
Unemployment Insurance		3501-3502	1,118,005.00	1,109,279.00	231,733.78	1,126,309.00	(17,030.00)	-1.5%
Workers' Compensation		3601-3602	1,118,040.00	1,116,296.00	272,739.87	1,245,332.00	(129,036.00)	-11.6%
OPEB, Allocated		3701-3702	186,549.00	186,260.00	38,859.15	188,904.00	(2,644.00)	-1.4%
OPEB, Active Employees		3751-3752	301,206.00	300,651.00	54,645.01	305,507.00	(4,856.00)	-1.6%
PERS Reduction		3801-3802	308,495.00	310,257.00	65,714.64	302,419.00	7,836.00	2.5%
Other Employee Benefits		3901-3902	57,725.00	55,756.00	3,527.91	54,993.00	763.00	1.4%
TOTAL, EMPLOYEE BENEFITS			24,390,975.00	24,181,939.00	3,848,471.95	24,638,550.00	(456,611.00)	-1.9%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	911,872.00	911,872.00	775,093.12	911,872.00	0.00	0.0%
Books and Other Reference Materials		4200	15,200.00	15,200.00	64,233.92	77,283.00	(62,083.00)	-408.4%
Materials and Supplies		4300	5,898,376.00	8,127,205.00	809,412.92	6,844,455.00	1,282,750.00	15.8%
Noncapitalized Equipment		4400	373,891.00	382,219.00	193,010.26	422,712.00	(40,493.00)	-10.6%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			7,199,339.00	9,436,496.00	1,841,750.22	8,256,322.00	1,180,174.00	12.5%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	1,524,397.00	2,596,347.00	357,391.93	3,656,479.00	(1,060,132.00)	-40.8%
Travel and Conferences		5200	217,804.00	217,983.00	51,369.06	260,875.00	(42,892.00)	-19.7%
Dues and Memberships		5300	3,000.00	3,000.00	3,200.00	3,000.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	2,466,764.00	2,466,764.00	1,003,211.21	2,495,485.00	(28,721.00)	-1.2%
Transfers of Direct Costs		5710	(576,028.00)	(576,028.00)	(12,610.41)	(505,770.00)	(70,258.00)	12.2%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	4,228,892.00	4,258,387.00	1,095,116.36	5,692,291.00	(1,433,904.00)	-33.7%
Communications		5900	5,100.00	5,100.00	21.73	5,150.00	(50.00)	-1.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			7,869,929.00	8,971,553.00	2,497,699.88	11,607,510.00	(2,635,957.00)	-29.4%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.50	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	100,000.00	100,000.00	65,256.63	100,000.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			100,000.00	100,000.00	65,257.13	100,000.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	370,000.00	370,000.00	15,443.00	370,000.00	0.00	0.0%
Payments to County Offices		7142	5,035,384.00	5,035,384.00	994,659.35	5,035,384.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	915,334.00	915,334.00	0.00	915,334.00	0.00	0.0%
To County Offices	6500	7222	310,985.00	310,985.00	0.00	310,985.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	2,506.92	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	18,078.00	18,078.00	2,448.21	18,078.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	19,685.00	19,685.00	12,952.06	19,685.00	0.00	0.0%
Other Debt Service - Principal		7439	122,496.00	122,496.00	36,863.54	122,496.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			6,791,962.00	6,791,962.00	1,064,873.08	6,791,962.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	3,058,400.00	3,098,569.00	4,046.12	3,157,885.00	(59,316.00)	-1.9%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			3,058,400.00	3,098,569.00	4,046.12	3,157,885.00	(59,316.00)	-1.9%
TOTAL, EXPENDITURES			118,359,046.00	121,719,679.00	23,700,556.40	124,830,918.00	(3,111,237.00)	-2.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	50,076,335.00	50,140,679.00	0.00	50,174,625.00	33,946.00	0.1%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			50,076,335.00	50,140,679.00	0.00	50,174,625.00	33,946.00	0.1%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			50,076,335.00	50,140,679.00	0.00	50,174,625.00	(33,946.00)	0.1%

2011-12 First Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

30 66464 0000000
Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	260,942,212.00	260,611,410.00	13,568,849.69	260,611,410.00	0.00	0.0%
2) Federal Revenue		8100-8299	26,777,416.00	30,188,734.00	10,006,932.43	30,556,070.00	367,336.00	1.2%
3) Other State Revenue		8300-8599	65,227,800.00	65,112,771.00	11,909,306.25	67,905,381.00	2,792,610.00	4.3%
4) Other Local Revenue		8600-8799	4,277,618.00	4,739,758.00	3,097,245.35	5,390,377.00	650,619.00	13.7%
5) TOTAL, REVENUES			357,225,046.00	360,652,673.00	38,582,333.72	364,463,238.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	191,153,663.00	192,167,520.00	39,713,398.98	192,829,503.00	(661,983.00)	-0.3%
2) Classified Salaries		2000-2999	56,982,277.00	56,263,301.00	9,895,543.94	56,358,885.00	(95,584.00)	-0.2%
3) Employee Benefits		3000-3999	78,065,897.00	77,856,861.00	14,161,967.58	79,122,774.00	(1,265,913.00)	-1.6%
4) Books and Supplies		4000-4999	10,569,656.00	13,360,050.00	2,784,722.04	13,344,174.00	15,876.00	0.1%
5) Services and Other Operating Expenditures		5000-5999	25,240,922.00	26,446,855.00	8,975,969.67	29,579,193.00	(3,132,338.00)	-11.8%
6) Capital Outlay		6000-6999	350,000.00	350,000.00	186,602.22	360,000.00	(10,000.00)	-2.9%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	10,417,545.00	10,417,545.00	1,834,010.24	10,815,129.00	(397,584.00)	-3.8%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(555,251.00)	(555,251.00)	(71,912.26)	(598,579.00)	43,328.00	-7.8%
9) TOTAL, EXPENDITURES			372,224,709.00	376,306,881.00	77,480,302.41	381,811,079.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(14,999,663.00)	(15,654,208.00)	(38,897,968.69)	(17,347,841.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	2,758,297.00	2,758,297.00	0.00	2,758,297.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	351,357.09	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			2,758,297.00	2,758,297.00	351,357.09	2,758,297.00		

2011-12 First Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(12,241,366.00)	(12,895,911.00)	(38,546,611.60)	(14,589,544.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	24,188,755.00	28,644,198.00		28,644,198.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			24,188,755.00	28,644,198.00		28,644,198.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			24,188,755.00	28,644,198.00		28,644,198.00		
2) Ending Balance, June 30 (E + F1e)			11,947,389.00	15,748,287.00		14,054,654.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	175,000.00	175,000.00		175,000.00		
Stores		9712	150,000.00	150,000.00		150,000.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	200,000.00	1,619,310.00		1,566,382.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	4,287,000.00	4,695,435.00		2,866,620.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	7,446,500.00	7,383,918.00		7,636,222.00		
Unassigned/Unappropriated Amount		9790	(311,111.00)	1,724,624.00		1,660,430.00		

2011-12 First Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

30 66464 0000000
Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
REVENUE LIMIT SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	27,120,334.00	28,259,325.00	3,955,175.08	28,208,268.00	(51,057.00)	-0.2%
Charter Schools General Purpose Entitlement - State Aid		8015	0.00	0.00	0.00	0.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	(1,681,578.89)	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	2,035,013.00	2,035,013.00	0.00	2,035,013.00	0.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	223,257,621.00	222,158,774.00	0.00	222,158,774.00	0.00	0.0%
Unsecured Roll Taxes		8042	9,287,501.00	9,431,617.00	6,875,318.09	9,431,617.00	0.00	0.0%
Prior Years' Taxes		8043	7,548,075.00	7,395,074.00	5,135,377.02	7,395,074.00	0.00	0.0%
Supplemental Taxes		8044	2,383,709.00	2,397,077.00	972,723.77	2,397,077.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	(1,774,079.00)	(1,882,285.00)	2,190,407.14	(1,882,285.00)	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	35,854.00	35,854.00	30,170.63	35,854.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-Revenue Limit (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, Revenue Limit Sources			269,894,028.00	269,830,449.00	17,477,592.84	269,779,392.00	(51,057.00)	0.0%
Revenue Limit Transfers								
Unrestricted Revenue Limit								
Transfers - Current Year	0000	8091	(5,505,360.00)	(5,505,360.00)	0.00	(5,505,360.00)	0.00	0.0%
Continuation Education ADA Transfer	2200	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Community Day Schools Transfer	2430	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education ADA Transfer	6500	8091	5,505,360.00	5,505,360.00	0.00	5,505,360.00	0.00	0.0%
All Other Revenue Limit								
Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction Transfer		8092	613,980.00	615,742.00	177,843.85	666,799.00	51,057.00	8.3%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(9,565,796.00)	(9,834,781.00)	(4,086,587.00)	(9,834,781.00)	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUE LIMIT SOURCES			260,942,212.00	260,611,410.00	13,568,849.69	260,611,410.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	8,461,189.00	8,461,189.00	(30.85)	8,266,938.00	(194,251.00)	-2.3%
Special Education Discretionary Grants		8182	828,483.00	1,911,208.00	(2.34)	1,995,230.00	84,022.00	4.4%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	10,000.00	10,000.00	0.00	9,636.00	(364.00)	-3.6%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB/IASA (incl. ARRA)	3000-3299, 4000-4139, 4201-4215, 4610, 5510	8290	15,155,495.00	17,484,088.00	9,921,779.51	17,808,162.00	324,074.00	1.9%
Vocational and Applied Technology Education	3500-3699	8290	184,399.00	184,399.00	0.00	185,263.00	864.00	0.5%

2011-12 First Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

30 66464 0000000
Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other Federal Revenue (incl. ARRA)	All Other	8290	2,137,850.00	2,137,850.00	85,186.11	2,290,841.00	152,991.00	7.2%
TOTAL, FEDERAL REVENUE			26,777,416.00	30,188,734.00	10,006,932.43	30,556,070.00	367,336.00	1.2%
OTHER STATE REVENUE								
Other State Apportionments								
Community Day School Additional Funding								
Current Year	2430	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	2430	8319	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Entitlement								
Current Year	6355-6360	8311	0.00	0.00	479.41	0.00	0.00	0.0%
Prior Years	6355-6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	25,045,860.00	25,045,860.00	3,076,907.92	25,108,165.00	62,305.00	0.2%
Prior Years	6500	8319	0.00	0.00	54,035.00	54,035.00	54,035.00	New
Home-to-School Transportation	7230	8311	686,465.00	674,597.00	192,151.56	674,597.00	0.00	0.0%
Economic Impact Aid	7090-7091	8311	3,000,000.00	3,000,000.00	650,842.00	3,000,000.00	0.00	0.0%
Spec. Ed. Transportation	7240	8311	1,772,605.00	1,741,962.00	496,178.44	1,741,962.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	225,145.00	225,145.00	26,200.89	225,145.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Year Round School Incentive		8425	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction, K-3		8434	7,300,000.00	7,300,000.00	1,996,424.00	7,300,000.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	139,649.00	0.00	0.00	0.0%
Lottery - Unrestricted and Instructional Material		8560	6,828,490.00	6,828,490.00	213,577.23	6,828,490.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650-6690	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Healthy Start	6240	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction Facilities	6200	8590	0.00	0.00	0.00	0.00	0.00	0.0%
School Community Violence Prevention Grant	7391	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	350,000.00	350,000.00	371,790.00	413,100.00	63,100.00	18.0%
All Other State Revenue	All Other	8590	20,019,235.00	19,946,717.00	4,691,070.80	22,559,887.00	2,613,170.00	13.1%
TOTAL, OTHER STATE REVENUE			65,227,800.00	65,112,771.00	11,909,306.25	67,905,381.00	2,792,610.00	4.3%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to RL Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-Revenue								
Limit Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%

2011-12 First Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

30 66464 0000000
Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	653,181.00	653,181.00	357,078.27	653,181.00	0.00	0.0%
Interest		8660	775,000.00	775,000.00	90,965.69	775,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	595,500.00	595,500.00	457,669.61	498,014.00	(97,486.00)	-16.4%
Transportation Services	7230, 7240	8677	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services	All Other	8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-Revenue Limit (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	1,702,755.00	2,164,895.00	2,177,635.28	2,913,000.00	748,105.00	34.6%
Tuition		8710	260,082.00	260,082.00	4.00	260,082.00	0.00	0.0%
All Other Transfers In		8781-8783	241,100.00	241,100.00	13,892.50	241,100.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	50,000.00	50,000.00	0.00	50,000.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,277,618.00	4,739,758.00	3,097,245.35	5,390,377.00	650,619.00	13.7%
TOTAL, REVENUES			357,225,046.00	360,652,673.00	38,582,333.72	364,463,238.00	3,810,565.00	1.1%

2011-12 First Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

30 66464 0000000
Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	168,028,114.00	168,123,376.00	33,560,576.35	168,854,037.00	(730,661.00)	-0.4%
Certificated Pupil Support Salaries		1200	7,420,683.00	8,244,243.00	1,700,839.65	7,736,715.00	507,528.00	6.2%
Certificated Supervisors' and Administrators' Salaries		1300	13,601,969.00	13,583,823.00	3,930,807.06	13,744,657.00	(160,834.00)	-1.2%
Other Certificated Salaries		1900	2,102,897.00	2,216,078.00	521,175.92	2,494,094.00	(278,016.00)	-12.5%
TOTAL, CERTIFICATED SALARIES			191,153,663.00	192,167,520.00	39,713,398.98	192,829,503.00	(661,983.00)	-0.3%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	13,107,559.00	12,389,680.00	1,568,429.52	12,614,936.00	(225,256.00)	-1.8%
Classified Support Salaries		2200	23,981,608.00	23,981,517.00	4,655,851.91	23,875,742.00	105,775.00	0.4%
Classified Supervisors' and Administrators' Salaries		2300	2,841,158.00	2,841,158.00	800,720.76	2,840,032.00	1,126.00	0.0%
Clerical, Technical and Office Salaries		2400	13,607,396.00	13,606,390.00	2,556,463.95	13,581,416.00	24,974.00	0.2%
Other Classified Salaries		2900	3,444,556.00	3,444,556.00	314,077.80	3,446,759.00	(2,203.00)	-0.1%
TOTAL, CLASSIFIED SALARIES			56,982,277.00	56,263,301.00	9,895,543.94	56,358,885.00	(95,584.00)	-0.2%
EMPLOYEE BENEFITS								
STRS		3101-3102	15,911,046.00	15,966,865.00	3,305,604.67	16,057,643.00	(90,778.00)	-0.6%
PERS		3201-3202	5,162,921.00	5,075,730.00	995,659.79	5,195,940.00	(120,210.00)	-2.4%
OASDI/Medicare/Alternative		3301-3302	6,575,903.00	6,525,580.00	1,259,783.75	6,653,207.00	(127,627.00)	-2.0%
Health and Welfare Benefits		3401-3402	40,055,459.00	39,939,639.00	6,321,010.05	39,933,537.00	6,102.00	0.0%
Unemployment Insurance		3501-3502	3,967,491.00	3,958,765.00	798,969.48	4,027,895.00	(69,130.00)	-1.7%
Workers' Compensation		3601-3602	3,966,946.00	3,965,202.00	960,012.08	4,786,720.00	(821,518.00)	-20.7%
OPEB, Allocated		3701-3702	662,496.00	662,207.00	134,004.89	673,651.00	(11,444.00)	-1.7%
OPEB, Active Employees		3751-3752	1,072,041.00	1,071,486.00	207,910.43	1,084,950.00	(13,464.00)	-1.3%
PERS Reduction		3801-3802	548,354.00	550,116.00	171,874.59	566,251.00	(16,135.00)	-2.9%
Other Employee Benefits		3901-3902	143,240.00	141,271.00	7,137.85	142,980.00	(1,709.00)	-1.2%
TOTAL, EMPLOYEE BENEFITS			78,065,897.00	77,856,861.00	14,161,967.58	79,122,774.00	(1,265,913.00)	-1.6%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	1,361,872.00	1,361,872.00	802,287.32	1,542,187.00	(180,315.00)	-13.2%
Books and Other Reference Materials		4200	15,200.00	41,154.00	75,146.72	89,781.00	(48,627.00)	-118.2%
Materials and Supplies		4300	8,200,406.00	10,879,277.00	1,497,809.85	10,474,352.00	404,925.00	3.7%
Noncapitalized Equipment		4400	992,178.00	1,077,747.00	409,478.15	1,237,854.00	(160,107.00)	-14.9%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			10,569,656.00	13,360,050.00	2,784,722.04	13,344,174.00	15,876.00	0.1%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	1,534,397.00	2,606,347.00	357,391.93	3,666,479.00	(1,060,132.00)	-40.7%
Travel and Conferences		5200	485,158.00	485,337.00	147,855.67	550,815.00	(65,478.00)	-13.5%
Dues and Memberships		5300	43,450.00	43,450.00	7,875.00	43,742.00	(292.00)	-0.7%
Insurance		5400-5450	2,200,000.00	2,200,000.00	1,400,000.00	2,200,000.00	0.00	0.0%
Operations and Housekeeping Services		5500	9,100,000.00	9,100,000.00	1,984,455.95	9,100,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	4,032,306.00	4,032,306.00	1,971,046.43	4,384,611.00	(352,305.00)	-8.7%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(257,000.00)	(257,000.00)	(10,290.20)	(261,859.00)	4,859.00	-1.9%
Professional/Consulting Services and Operating Expenditures		5800	7,278,311.00	7,412,115.00	2,965,050.64	9,071,055.00	(1,658,940.00)	-22.4%
Communications		5900	824,300.00	824,300.00	152,584.25	824,350.00	(50.00)	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			25,240,922.00	26,446,855.00	8,975,969.67	29,579,193.00	(3,132,338.00)	-11.8%

2011-12 First Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

30 66464 0000000
Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.50	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	350,000.00	350,000.00	186,601.72	360,000.00	(10,000.00)	-2.9%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			350,000.00	350,000.00	186,602.22	360,000.00	(10,000.00)	-2.9%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	(5,795.00)	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	370,000.00	370,000.00	15,443.00	370,000.00	0.00	0.0%
Payments to County Offices		7142	5,035,384.00	5,035,384.00	994,659.35	5,035,384.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	915,334.00	915,334.00	0.00	915,334.00	0.00	0.0%
To County Offices	6500	7222	310,985.00	310,985.00	0.00	310,985.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	2,506.92	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	2,478,372.00	2,478,372.00	278,391.00	2,875,956.00	(397,584.00)	-16.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	226,819.00	226,819.00	12,952.06	226,819.00	0.00	0.0%
Other Debt Service - Principal		7439	1,080,651.00	1,080,651.00	535,852.91	1,080,651.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			10,417,545.00	10,417,545.00	1,834,010.24	10,815,129.00	(397,584.00)	-3.8%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(555,251.00)	(555,251.00)	(71,912.26)	(598,579.00)	43,328.00	-7.8%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(555,251.00)	(555,251.00)	(71,912.26)	(598,579.00)	43,328.00	-7.8%
TOTAL, EXPENDITURES			372,224,709.00	376,306,881.00	77,480,302.41	381,811,079.00	(5,504,198.00)	-1.5%

2011-12 First Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

30 66464 0000000
Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	650,000.00	650,000.00	0.00	650,000.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	2,108,297.00	2,108,297.00	0.00	2,108,297.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			2,758,297.00	2,758,297.00	0.00	2,758,297.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	351,357.09	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	351,357.09	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
Transfers of Restricted Balances		8997	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			2,758,297.00	2,758,297.00	351,357.09	2,758,297.00	0.00	0.0%

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the interim certification.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's ADA Standard Percentage Range: -2.0% to +2.0%

1A. Calculating the District's ADA Variances

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise enter data into the first column for all fiscal years. First Interim Projected Year Totals data for Current Year are extracted. If First Interim Form MYPI exists, Projected Year Totals data will be extracted for the two subsequent years; if not, enter data into the second column.

Fiscal Year	Revenue Limit (Funded) ADA		Percent Change	Status
	Budget Adoption	First Interim		
	Budget	Projected Year Totals		
	(Form 01CS, Item 4A1, Step 2A)	(Form MYPI, Unrestricted, A1b)		
Current Year (2011-12)	49,475.42	49,475.42	0.0%	Met
1st Subsequent Year (2012-13)	48,784.42	48,687.00	-0.2%	Met
2nd Subsequent Year (2013-14)	48,784.42	48,163.00	-1.3%	Met

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not changed since budget adoption by more than two percent in any of the current year or two subsequent fiscal years.

Explanation:
(required if NOT met)

The original budget showed loss of enrollment in yr3, but no loss in ADA.

2. CRITERION: Enrollment

STANDARD: Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's Enrollment Standard Percentage Range: -2.0% to +2.0%

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years.

Fiscal Year	Enrollment		Percent Change	Status
	Budget Adoption (Form 01CS, Item 3B)	First Interim CBEDS/Projected		
Current Year (2011-12)	50,734	50,595	-0.3%	Met
1st Subsequent Year (2012-13)	50,543	50,046	-1.0%	Met
2nd Subsequent Year (2013-14)	50,243	49,586	-1.3%	Met

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Enrollment projections have not changed since budget adoption by more than two percent for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the current fiscal year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. Budget Adoption data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal years.

	P-2 ADA	Enrollment	
	Unaudited Actuals	CBEDS Actual	Historical Ratio
Fiscal Year	(Form A, Lines 3, 6, and 25)	(Form 01CS, Item 2A)	of ADA to Enrollment
Third Prior Year (2008-09)	49,679	52,681	94.3%
Second Prior Year (2009-10)	49,660	53,381	93.0%
First Prior Year (2010-11)	49,375	51,924	95.1%
	Historical Average Ratio:		94.1%
District's ADA to Enrollment Standard (historical average ratio plus 0.5%):			94.6%

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: If Form MYPI exists, Estimated P-2 ADA data for the two subsequent years will be extracted; if not, enter Estimated P-2 ADA data in the first column. All other data are extracted.

Fiscal Year	Estimated P-2 ADA (Form AI, Lines 1-4 and 22) (Form MYPI, Line F2)	Enrollment CBEDS/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Current Year (2011-12)	48,207	50,595	95.3%	Not Met
1st Subsequent Year (2012-13)	47,683	50,046	95.3%	Not Met
2nd Subsequent Year (2013-14)	47,246	49,586	95.3%	Not Met

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected P-2 ADA to enrollment ratio exceeds the standard in any of the current year or two subsequent fiscal years. Provide reasons why the projected ratio exceeds the district's historical average ratio by more than 0.5%.

Explanation:
(required if NOT met)

Current year CBEDS compared with prior year (current year funded) ADA.

4. CRITERION: Revenue Limit

STANDARD: Projected revenue limit for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's Revenue Limit Standard Percentage Range: -2.0% to +2.0%

4A. Calculating the District's Projected Change in Revenue Limit

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. In the First Interim column, Current Year data are extracted; enter data for the two subsequent years.

Fiscal Year	Revenue Limit (Fund 01, Objects 8011, 8020-8089)		Percent Change	Status
	Budget Adoption	First Interim		
	(Form 01CS, Item 4B)	Projected Year Totals		
Current Year (2011-12)	269,894,028.00	269,779,392.00	0.0%	Met
1st Subsequent Year (2012-13)	275,627,022.00	274,295,085.00	-0.5%	Met
2nd Subsequent Year (2013-14)	282,712,728.00	282,601,929.00	0.0%	Met

4B. Comparison of District Revenue Limit to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Revenue limit has not changed since budget adoption by more than two percent for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the current fiscal year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year. Unaudited Actuals data for the second and third prior years are preloaded.

Fiscal Year	Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2008-09)	247,741,463.75	268,678,251.81	92.2%
Second Prior Year (2009-10)	234,366,027.48	255,933,319.06	91.6%
First Prior Year (2010-11)	241,105,885.66	268,247,504.25	89.9%
	Historical Average Ratio:		91.2%

	Current Year (2011-12)	1st Subsequent Year (2012-13)	2nd Subsequent Year (2013-14)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	2.0%	2.0%	2.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	88.2% to 94.2%	88.2% to 94.2%	88.2% to 94.2%

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 011, Objects 1000-3999) (Form MYPI, Lines B1-B3)	Total Expenditures (Form 011, Objects 1000-7499) (Form MYPI, Lines B1-B8, B10)		
Current Year (2011-12)	233,393,925.00	256,980,163.00	90.8%	Met
1st Subsequent Year (2012-13)	253,231,931.00	250,085,037.00	101.3%	Not Met
2nd Subsequent Year (2013-14)	259,315,470.00	253,100,034.00	102.5%	Not Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected ratio of unrestricted salary and benefit costs to total unrestricted expenditures has changed by more than the standard in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting salaries and benefits.

Explanation:
(required if NOT met)

Salaries and statutory benefits increased due to state cola and associated contract language. The District recognizes that there is a significant problem in 2012-2013 and 2013-2014.

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state and other local) or expenditures (including books and supplies, and services and other operating), for any of the current fiscal year or two subsequent fiscal years, have not changed by more than five percent since budget adoption.

Changes that exceed five percent in any major object category must be explained.

District's Other Revenues and Expenditures Standard Percentage Range:	-5.0% to +5.0%
District's Other Revenues and Expenditures Explanation Percentage Range:	-5.0% to +5.0%

6A. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. First Interim data for the Current Year are extracted. If First Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Budget Adoption Budget (Form 01CS, Item 6B)	First Interim Projected Year Totals (Fund 01) (Form MYPI)	Percent Change	Change Is Outside Explanation Range
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Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)

Current Year (2011-12)	26,777,416.00	30,556,070.00	14.1%	Yes
1st Subsequent Year (2012-13)	14,860,599.00	15,943,324.00	7.3%	Yes
2nd Subsequent Year (2013-14)	14,860,599.00	15,943,324.00	7.3%	Yes

Explanation:
(required if Yes)

Current year carryover; subsequent years new mental health funding.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)

Current Year (2011-12)	65,227,800.00	67,905,381.00	4.1%	No
1st Subsequent Year (2012-13)	64,875,105.00	67,175,833.00	3.5%	No
2nd Subsequent Year (2013-14)	64,875,105.00	68,625,477.00	5.8%	Yes

Explanation:
(required if Yes)

2nd Subsequent year Budget adoption was not increased from 1st Subsequent year; if it had been increased as RL was, the difference would have been 3.5%.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)

Current Year (2011-12)	4,277,618.00	5,390,377.00	26.0%	Yes
1st Subsequent Year (2012-13)	4,277,618.00	5,421,377.00	26.7%	Yes
2nd Subsequent Year (2013-14)	4,277,618.00	5,454,423.00	27.5%	Yes

Explanation:
(required if Yes)

Gift income was not budgeted at Budget adoption; it is now included in all three years.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)

Current Year (2011-12)	10,569,656.00	13,344,174.00	26.2%	Yes
1st Subsequent Year (2012-13)	10,347,948.00	8,515,010.00	-17.7%	Yes
2nd Subsequent Year (2013-14)	10,297,742.00	7,141,194.00	-30.7%	Yes

Explanation:
(required if Yes)

Current year carryover; subsequent years loss of carryover and ARRA.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)

Current Year (2011-12)	25,240,922.00	29,579,193.00	17.2%	Yes
1st Subsequent Year (2012-13)	26,234,613.00	27,587,481.00	5.2%	Yes
2nd Subsequent Year (2013-14)	26,357,635.00	28,126,531.00	6.7%	Yes

Explanation:
(required if Yes)

Current year carryover; subsequent years mental health expenditures.

6B. Calculating the District's Change in Total Operating Revenues and Expenditures

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Budget Adoption Budget	First Interim Projected Year Totals	Percent Change	Status
Total Federal, Other State, and Other Local Revenue (Section 6A)				
Current Year (2011-12)	96,282,834.00	103,851,828.00	7.9%	Not Met
1st Subsequent Year (2012-13)	84,013,322.00	88,540,534.00	5.4%	Not Met
2nd Subsequent Year (2013-14)	84,013,322.00	90,023,224.00	7.2%	Not Met
Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)				
Current Year (2011-12)	35,810,578.00	42,923,367.00	19.9%	Not Met
1st Subsequent Year (2012-13)	36,582,561.00	36,102,491.00	-1.3%	Met
2nd Subsequent Year (2013-14)	36,655,377.00	35,267,725.00	-3.8%	Met

6C. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6A, if the status in Section 6B is Not Met; no entry is allowed below.

- 1a. STANDARD NOT MET - One or more projected operating revenue have changed since budget adoption by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation: Federal Revenue (linked from 6A if NOT met)	Current year carryover; subsequent years new mental health funding.
Explanation: Other State Revenue (linked from 6A if NOT met)	2nd Subsequent year Budget adoption was not increased from 1st Subsequent year; if it had been increased as RL was, the difference would have been 3.5%.
Explanation: Other Local Revenue (linked from 6A if NOT met)	Gift income was not budgeted at Budget adoption; it is now included in all three years.

- 1b. STANDARD NOT MET - One or more total operating expenditures have changed since budget adoption by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation: Books and Supplies (linked from 6A if NOT met)	Current year carryover; subsequent years loss of carryover and ARRA.
Explanation: Services and Other Exps (linked from 6A if NOT met)	Current year carryover; subsequent years mental health expenditures.

7. CRITERION: Facilities Maintenance

STANDARD: Identify changes that have occurred since budget adoption in the projected contributions for facilities maintenance funding as required pursuant to Education Code sections 17584 (Deferred Maintenance) and 17070.75 (Ongoing and Major Maintenance Account).

7A. Determining the District's Compliance with the Contribution Requirement for EC Section 17584 - Deferred Maintenance

NOTE: SBX3 4 (Chapter 12, Statutes of 2009), as amended by SB 70 (Chapter 7, Statutes of 2011), eliminates the local match requirement for Deferred Maintenance from 2008-09 through 2014-15. Therefore, this section has been inactivated for that period.

7B. Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 as modified by Section 17070.766 and amended by SB 70 (Chapter 7, Statutes of 2011), effective 2008-09 through 2014-15 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: SB 70 (Chapter 7, Statutes of 2011) extends EC Section 17070.766 from 2008-09 through 2014-15. EC Section 17070.766 reduced the contributions required by EC Section 17070.75 from 3 percent to 1 percent. Therefore, the calculation in this section has been revised accordingly for that period.

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter Budget Adoption data into lines 1 and 2. All other data are extracted.

	Budget Adoption 1% Required Minimum Contribution (Form 01CS, Item 7B2c)	First Interim Contribution Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	Status
1. OMMA/RMA Contribution	3,722,247.09	11,092,722.00	Met
2. Budget Adoption Contribution (information only) (Form 01CS, Criterion 7B, Line 2c)		11,092,722.00	

If status is not met, enter an X in the box that best describes why the minimum required contribution was not made:

<input type="checkbox"/>	Not applicable (district does not participate in the Leroy F. Green School Facilities Act of 1998)
<input type="checkbox"/>	Exempt (due to district's small size [EC Section 17070.75 (b)(2)(D)])
<input type="checkbox"/>	Other (explanation must be provided)

Explanation:
(required if NOT met
and Other is marked)

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves¹ as a percentage of total expenditures and other financing uses² in any of the current fiscal year or two subsequent fiscal years.

¹Available reserves are the unrestricted amounts in the Reserve for Economic Uncertainties and the Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

²A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Current Year (2011-12)	1st Subsequent Year (2012-13)	2nd Subsequent Year (2013-14)
District's Available Reserve Percentages (Criterion 10C, Line 9)	2.4%	2.1%	2.0%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	0.8%	0.7%	0.7%

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the first and second columns.

Fiscal Year	Projected Year Totals		Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
	Net Change in Unrestricted Fund Balance (Form 011, Section E) (Form MYPI, Line C)	Total Unrestricted Expenditures and Other Financing Uses (Form 011, Objects 1000-7999) (Form MYPI, Line B11)		
Current Year (2011-12)	(11,919,623.00)	256,980,163.00	4.6%	Not Met
1st Subsequent Year (2012-13)	(1,733,420.21)	250,085,037.00	0.7%	Met
2nd Subsequent Year (2013-14)	(273,371.39)	253,100,034.00	0.1%	Met

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Unrestricted deficit spending has exceeded the standard percentage level in any of the current year or two subsequent fiscal years. Provide reasons for the deficit spending, a description of the methods and assumptions used in balancing the unrestricted budget, and what changes will be made to ensure that the budget deficits are eliminated or are balanced within the standard.

Explanation:
(required if NOT met)

District recognizes concerns and need to reduce expenditures.

9. CRITERION: Fund and Cash Balances

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

9A-1. Determining if the District's General Fund Ending Balance is Positive

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years.

Ending Fund Balance General Fund Projected Year Totals (Form 01I, Line F2) (Form MYPI, Line D2)			Status
Fiscal Year			
Current Year (2011-12)	14,054,654.00		Met
1st Subsequent Year (2012-13)	10,754,851.79		Met
2nd Subsequent Year (2013-14)	10,481,480.40		Met

9A-2. Comparison of the District's Ending Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal years.

Explanation:
(required if NOT met)

B. CASH BALANCE STANDARD: Projected general fund cash balance will be positive at the end of the current fiscal year.

9B-1. Determining if the District's Ending Cash Balance is Positive

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Ending Cash Balance General Fund (Form CASH, Line F, June Column)			Status
Fiscal Year			
Current Year (2011-12)	(19,094,143.00)		Not Met

9B-2. Comparison of the District's Ending Cash Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - General fund cash balance is projected to be negative at the end of the current fiscal year. Provide reasons for the negative cash balance and what changes or remedies will be made to ensure that the general fund is solvent and able to satisfy its current year financial obligations.

Explanation:
(required if NOT met)

Due to the state deferrals and the Orange County ERAF, the District is showing negative cash. We are working with OCDE for possible solutions (TRANS, etc).

10. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

Percentage Level	District ADA	
5% or \$60,000 (greater of)	0	to 300
4% or \$60,000 (greater of)	301	to 1,000
3%	1,001	to 30,000
2%	30,001	to 400,000
1%	400,001	and over

¹ Available reserves are the unrestricted amounts in the Reserve for Economic Uncertainties and the Unassigned/Unappropriated accounts in the General Fund and Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

² Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

³ A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Current Year (2011-12)	1st Subsequent Year (2012-13)	2nd Subsequent Year (2013-14)
District Estimated P-2 ADA (Criterion 3, Item 3B)	48,207	47,683	47,246
District's Reserve Standard Percentage Level:	2%	2%	2%

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYPI exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Current Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYPI, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
2. If you are the SELPA AU and are excluding special education pass-through funds:
 - a. Enter the name(s) of the SELPA(s):

No

	Current Year Projected Year Totals (2011-12)	1st Subsequent Year (2012-13)	2nd Subsequent Year (2013-14)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	0.00	0.00	0.00

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYPI exists, all data will be extracted or calculated. If not, enter data for line 1 for the two subsequent years; Current Year data are extracted.

	Current Year Projected Year Totals (2011-12)	1st Subsequent Year (2012-13)	2nd Subsequent Year (2013-14)
1. Expenditures and Other Financing Uses (Form 011, objects 1000-7999) (Form MYPI, Line B11)	381,811,079.00	358,603,682.00	361,549,330.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)	0.00	0.00	0.00
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	381,811,079.00	358,603,682.00	361,549,330.00
4. Reserve Standard Percentage Level	2%	2%	2%
5. Reserve Standard - by Percent (Line B3 times Line B4)	7,636,221.58	7,172,073.64	7,230,986.60
6. Reserve Standard - by Amount (\$60,000 for districts with less than 1,001 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	7,636,221.58	7,172,073.64	7,230,986.60

10C. Calculating the District's Available Reserve Amount

DATA ENTRY: All data are extracted from fund data and Form MYPI. If Form MYPI does not exist, enter data for the two subsequent years. If Fund 17 does not exist, enter data for the current and two subsequent years, as appropriate.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4)	Current Year Projected Year Totals (2011-12)	1st Subsequent Year (2012-13)	2nd Subsequent Year (2013-14)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00	0.00	0.00
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	7,636,222.00	7,172,074.00	7,230,987.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	1,660,430.00	391,157.79	58,873.40
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00	0.00	0.00
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00	0.00	0.00
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00	0.00	0.00
8. District's Available Reserve Amount (Lines C1 thru C7)	9,296,652.00	7,563,231.79	7,289,860.40
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	2.43%	2.11%	2.02%
District's Reserve Standard (Section 10B, Line 7):	7,636,221.58	7,172,073.64	7,230,986.60
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

- 1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that have occurred since budget adoption that may impact the budget?

No

- 1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

- 1a. Does your district have ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent?

No

- 1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Temporary Interfund Borrowings

- 1a. Does your district have projected temporary borrowings between funds?
(Refer to Education Code Section 42603)

No

- 1b. If Yes, identify the interfund borrowings:

S4. Contingent Revenues

- 1a. Does your district have projected revenues for the current fiscal year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

No

- 1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than \$20,000 and more than five percent since budget adoption.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if transfers have changed by more than \$20,000 and more than five percent since budget adoption.

Identify capital project cost overruns that have occurred since budget adoption that may impact the general fund budget.

District's Contributions and Transfers Standard:

-5.0% to +5.0%
or -\$20,000 to +\$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. Enter data into the second column, except for Current Year Contributions, which are extracted.

Description / Fiscal Year	Budget Adoption (Form 01CS, Item S5A)	First Interim Projected Year Totals	Percent Change	Amount of Change	Status
---------------------------	--	--	-------------------	------------------	--------

1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)

Current Year (2011-12)	(50,076,335.00)	(50,174,625.00)	0.2%	98,290.00	Met
1st Subsequent Year (2012-13)		(50,776,666.00)	New	50,776,666.00	Not Met
2nd Subsequent Year (2013-14)		(51,335,514.00)	New	51,335,514.00	Not Met

1b. Transfers In, General Fund *

Current Year (2011-12)	2,758,297.00	2,758,297.00	0.0%	0.00	Met
1st Subsequent Year (2012-13)	2,758,297.00	2,358,297.00	-14.5%	(400,000.00)	Not Met
2nd Subsequent Year (2013-14)	2,758,297.00	2,358,297.00	-14.5%	(400,000.00)	Not Met

1c. Transfers Out, General Fund *

Current Year (2011-12)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2012-13)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2013-14)	0.00	0.00	0.0%	0.00	Met

1d. Capital Project Cost Overruns

Have capital project cost overruns occurred since budget adoption that may impact the general fund operational budget?

No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for Item 1d.

- 1a. NOT MET - The projected contributions from the unrestricted general fund to restricted general fund programs have changed since budget adoption by more than the standard for any of the current year or subsequent two fiscal years. Identify restricted programs and contribution amount for each program and whether contributions are ongoing or one-time in nature. Explain the district's plan, with timeframes, for reducing or eliminating the contribution.

Explanation:
(required if NOT met)

1st and 2nd Subsequent year did not populate. S/B (51,017,220) and (53,564,062) respectively. This would give change of +240,554 for 12/13 and +2,228,548 for 13/14.

- 1b. NOT MET - The projected transfers in to the general fund have changed since budget adoption by more than the standard for any of the current year or subsequent two fiscal years. Identify the amounts transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timeframes, for reducing or eliminating the transfers.

Explanation:
(required if NOT met)

Adult Education Fund contribution in subsequent years decreased due to complete use of fund balance.

1c. MET - Projected transfers out have not changed since budget adoption by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

--

1d. NO - There have been no capital project cost overruns occurring since budget adoption that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments¹ and their annual required payment for the current fiscal year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also, explain how any decrease to funding sources used to pay long-term commitments will be replaced.

¹ Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: If Budget Adoption data exist (Form 01CSI, Item S6A), long-term commitment data will be extracted and it will only be necessary to click the appropriate button for Item 1b. Extracted data may be overwritten to update long-term commitment data in Item 2, as applicable. If no Budget Adoption data exist, click the appropriate buttons for items 1a and 1b, and enter all other data, as applicable.

1. a. Does your district have long-term (multiyear) commitments?
(If No, skip items 1b and 2 and sections S6B and S6C) Yes
- b. If Yes to Item 1a, have new long-term (multiyear) commitments been incurred since budget adoption? No
2. If Yes to Item 1a, list (or update) all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in Item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2011
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases		Funds 01, 12, and 25		2,926,670
Certificates of Participation		Redevelopment Funds, CFD's		23,855,000
General Obligation Bonds		Tax Collection		55,706,441
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (do not include OPEB):

Type of Commitment (continued)	Prior Year (2010-11) Annual Payment (P & I)	Current Year (2011-12) Annual Payment (P & I)	1st Subsequent Year (2012-13) Annual Payment (P & I)	2nd Subsequent Year (2013-14) Annual Payment (P & I)
Capital Leases	956,606	1,440,789	1,357,237	1,259,208
Certificates of Participation	2,105,115	2,189,089	2,193,019	2,208,856
General Obligation Bonds	4,712,974	4,806,524	4,899,504	5,572,958
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

	110,526			
Energy Commission				
Total Annual Payments:	7,885,221	8,436,402	8,449,760	9,041,022
Has total annual payment increased over prior year (2010-11)?	Yes	Yes	Yes	Yes

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

- 1a. Yes - Annual payments for long-term commitments have increased in one or more of the current or two subsequent fiscal years. Explain how the increase in annual payments will be funded.

Explanation:
(Required if Yes
to increase in total
annual payments)

Increase in capital leases in 2011-2012 and beyond will be funded through the general fund.

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in Item 1; if Yes, an explanation is required in Item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment.

Explanation:
(Required if Yes)

S7. Unfunded Liabilities

Identify any changes in estimates for unfunded liabilities since budget adoption, and indicate whether the changes are the result of a new actuarial valuation.

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7A) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4.

1. a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4)

Yes

- b. If Yes to Item 1a, have there been changes since budget adoption in OPEB liabilities?

Yes

- c. If Yes to Item 1a, have there been changes since budget adoption in OPEB contributions?

Yes

2. OPEB Liabilities

- a. OPEB actuarial accrued liability (AAL)
b. OPEB unfunded actuarial accrued liability (UAAL)

Budget Adoption (Form 01CS, Item S7A)	First Interim
48,670,245.00	51,800,839.00
48,670,245.00	51,800,839.00

- c. Are AAL and UAAL based on the district's estimate or an actuarial valuation?

Actuarial	Actuarial
Jul 01, 2008	Jun 30, 2011

- d. If based on an actuarial valuation, indicate the date of the OPEB valuation.

3. OPEB Contributions

- a. OPEB annual required contribution (ARC) per actuarial valuation or Alternative Measurement Method

Current Year (2011-12)
1st Subsequent Year (2012-13)
2nd Subsequent Year (2013-14)

Budget Adoption (Form 01CS, Item S7A)	First Interim
6,329,222.00	6,164,748.00
6,329,222.00	6,164,748.00
6,329,222.00	6,164,748.00

- b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (Funds 01-70, objects 3701-3752)

Current Year (2011-12)
1st Subsequent Year (2012-13)
2nd Subsequent Year (2013-14)

1,772,651.00	1,825,052.00
2,000,000.00	2,000,000.00
2,050,000.00	2,200,000.00

- c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)

Current Year (2011-12)
1st Subsequent Year (2012-13)
2nd Subsequent Year (2013-14)

1,772,651.00	1,801,750.00
2,000,000.00	2,000,000.00
2,050,000.00	2,200,000.00

- d. Number of retirees receiving OPEB benefits

Current Year (2011-12)
1st Subsequent Year (2012-13)
2nd Subsequent Year (2013-14)

357	323
402	302
402	302

4. Comments:

S7B. Identification of the District's Unfunded Liability for Self-insurance Programs

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7B) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4.

1. a. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB; which is covered in Section S7A) (If No, skip items 1b-4)

Yes

- b. If Yes to item 1a, have there been changes since budget adoption in self-insurance liabilities?

Yes

- c. If Yes to item 1a, have there been changes since budget adoption in self-insurance contributions?

Yes

2. Self-Insurance Liabilities

- a. Accrued liability for self-insurance programs
b. Unfunded liability for self-insurance programs

Budget Adoption (Form 01CS, Item S7B)	First Interim
8,088,433.00	8,088,433.00
0.00	0.00

3. Self-Insurance Contributions

- a. Required contribution (funding) for self-insurance programs
Current Year (2011-12)
1st Subsequent Year (2012-13)
2nd Subsequent Year (2013-14)

Budget Adoption (Form 01CS, Item S7B)	First Interim
5,773,211.00	5,624,298.00
5,735,461.00	5,778,298.00
5,735,461.00	5,932,298.00

- b. Amount contributed (funded) for self-insurance programs
Current Year (2011-12)
1st Subsequent Year (2012-13)
2nd Subsequent Year (2013-14)

5,773,211.00	6,000,000.00
5,735,461.00	5,800,000.00
5,735,461.00	6,000,000.00

4. Comments:

No actuarial report for Property/Liability. Last actuarial for Workers' Compensation shows an increase of \$154K expected funding from 2010/11 to 2011/12 at 70% confidence level. Drop in amount contributed in 2012/13 from 2011/12 due to funding beginning deficit in 2011/12 of \$300k.

S8. Status of Labor Agreements

Analyze the status of employee labor agreements. Identify new labor agreements that have been ratified since budget adoption, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." If Yes, nothing further is needed for section S8A. If No, enter data, as applicable, in the remainder of section S8A; there are no extractions in this section.

Status of Certificated Labor Agreements as of the Previous Reporting Period
Were all certificated labor negotiations settled as of budget adoption?

No

If Yes, skip to section S8B.

If No, continue with section S8A.

Certificated (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2010-11)	Current Year (2011-12)	1st Subsequent Year (2012-13)	2nd Subsequent Year (2013-14)
Number of certificated (non-management) full-time-equivalent (FTE) positions	2,185.0	2,168.2	2,168.2	2,168.2

1a. Have any salary and benefit negotiations been settled since budget adoption?

Yes

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

No

If Yes, complete questions 6 and 7.

Negotiations Settled Since Budget Adoption

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

Nov 14, 2011

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

Yes

If Yes, date of Superintendent and CBO certification:

Nov 15, 2011

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

No

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date: Jul 01, 2009

End Date: Jun 30, 2012

5. Salary settlement:

Current Year
(2011-12)

1st Subsequent Year
(2012-13)

2nd Subsequent Year
(2013-14)

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

One Year Agreement

Total cost of salary settlement

% change in salary schedule from prior year

or

Multiyear Agreement

Total cost of salary settlement

% change in salary schedule from prior year
(may enter text, such as "Reopener")

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

--

7. Amount included for any tentative salary schedule increases

Current Year (2011-12)	1st Subsequent Year (2012-13)	2nd Subsequent Year (2013-14)

Certificated (Non-management) Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the interim and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Current Year (2011-12)	1st Subsequent Year (2012-13)	2nd Subsequent Year (2013-14)

Certificated (Non-management) Prior Year Settlements Negotiated Since Budget Adoption

Are any new costs negotiated since budget adoption for prior year settlements included in the interim?

No

If Yes, amount of new costs included in the interim and MYPs
If Yes, explain the nature of the new costs:

--

Certificated (Non-management) Step and Column Adjustments

- Are step & column adjustments included in the interim and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Current Year (2011-12)	1st Subsequent Year (2012-13)	2nd Subsequent Year (2013-14)

Certificated (Non-management) Attrition (layoffs and retirements)

- Are savings from attrition included in the budget and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2011-12)	1st Subsequent Year (2012-13)	2nd Subsequent Year (2013-14)
No	No	No
Yes	Yes	Yes

Certificated (Non-management) - Other

List other significant contract changes that have occurred since budget adoption and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

The agreement dealt with H&W and adjusting contract language. There is a potential additional cost of \$329K for calendar 2012. However, the District and CUEA are working to encourage members to move from PPO to HMO, which will actually create savings for both employee and employer. The agreement also encourages discussion in the event the state budget "trigger" is pulled.

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." If Yes, nothing further is needed for section S8B. If No, enter data, as applicable, in the remainder of section S8B; there are no extractions in this section.

Status of Classified Labor Agreements as of the Previous Reporting Period

Were all classified labor negotiations settled as of budget adoption?

If Yes, skip to section S8C.

If No, continue with section S8B.

Yes

Classified (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2010-11)	Current Year (2011-12)	1st Subsequent Year (2012-13)	2nd Subsequent Year (2013-14)
Number of classified (non-management) FTE positions	1,412.4	1,438.8	1,438.8	1,438.8

1a. Have any salary and benefit negotiations been settled since budget adoption?

n/a

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

No

If Yes, complete questions 6 and 7.

Negotiations Settled Since Budget Adoption

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

n/a

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Current Year
(2011-12)

1st Subsequent Year
(2012-13)

2nd Subsequent Year
(2013-14)

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

One Year Agreement

Total cost of salary settlement

% change in salary schedule from prior year
or

Multiyear Agreement

Total cost of salary settlement

% change in salary schedule from prior year
(may enter text, such as "Reopener")

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

Current Year
(2011-12)

1st Subsequent Year
(2012-13)

2nd Subsequent Year
(2013-14)

7. Amount included for any tentative salary schedule increases

Classified (Non-management) Health and Welfare (H&W) Benefits

1. Are costs of H&W benefit changes included in the interim and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Current Year (2011-12)	1st Subsequent Year (2012-13)	2nd Subsequent Year (2013-14)

Classified (Non-management) Prior Year Settlements Negotiated Since Budget Adoption

Are any new costs negotiated since budget adoption for prior year settlements included in the interim?

If Yes, amount of new costs included in the interim and MYPs
If Yes, explain the nature of the new costs:

--

Classified (Non-management) Step and Column Adjustments

1. Are step & column adjustments included in the interim and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Current Year (2011-12)	1st Subsequent Year (2012-13)	2nd Subsequent Year (2013-14)

Classified (Non-management) Attrition (layoffs and retirements)

1. Are savings from attrition included in the interim and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2011-12)	1st Subsequent Year (2012-13)	2nd Subsequent Year (2013-14)

Classified (Non-management) - Other

List other significant contract changes that have occurred since budget adoption and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." If Yes or n/a, nothing further is needed for section S8C. If No, enter data, as applicable, in the remainder of section S8C; there are no extractions in this section.

Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period

Were all managerial/confidential labor negotiations settled as of budget adoption?

Yes

If Yes or n/a, skip to S9.

If No, continue with section S8C.

Management/Supervisor/Confidential Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2010-11)	Current Year (2011-12)	1st Subsequent Year (2012-13)	2nd Subsequent Year (2013-14)
Number of management, supervisor, and confidential FTE positions	169.5	171.8	171.8	171.8

1a. Have any salary and benefit negotiations been settled since budget adoption?

If Yes, complete question 2.

If No, complete questions 3 and 4.

n/a

1b. Are any salary and benefit negotiations still unsettled?

If Yes, complete questions 3 and 4.

No

Negotiations Settled Since Budget Adoption

2. Salary settlement:

Current Year
(2011-12)

1st Subsequent Year
(2012-13)

2nd Subsequent Year
(2013-14)

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

Total cost of salary settlement

Change in salary schedule from prior year
(may enter text, such as "Reopener")

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

Current Year
(2011-12)

1st Subsequent Year
(2012-13)

2nd Subsequent Year
(2013-14)

4. Amount included for any tentative salary schedule increases

--	--	--

Management/Supervisor/Confidential Health and Welfare (H&W) Benefits

Current Year
(2011-12)

1st Subsequent Year
(2012-13)

2nd Subsequent Year
(2013-14)

- Are costs of H&W benefit changes included in the interim and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Management/Supervisor/Confidential Step and Column Adjustments

Current Year
(2011-12)

1st Subsequent Year
(2012-13)

2nd Subsequent Year
(2013-14)

- Are step & column adjustments included in the budget and MYPs?
- Cost of step & column adjustments
- Percent change in step and column over prior year

Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)

Current Year
(2011-12)

1st Subsequent Year
(2012-13)

2nd Subsequent Year
(2013-14)

- Are costs of other benefits included in the interim and MYPs?
- Total cost of other benefits
- Percent change in cost of other benefits over prior year

S9. Status of Other Funds

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

S9A. Identification of Other Funds with Negative Ending Fund Balances

DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?

No

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

- A1. Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No)

Yes

- A2. Is the system of personnel position control independent from the payroll system?

Yes

- A3. Is enrollment decreasing in both the prior and current fiscal years?

Yes

- A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year?

Yes

- A5. Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?

No

- A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?

No

- A7. Is the district's financial system independent of the county office system?

No

- A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education.)

No

- A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

No

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

a1. Due to ERAF and continued state deferrals, the District will have to borrow cash to meet fund 01 deficit. a3 We are monitoring losses and determining ways to increase enrollment and offset charter schools. a4 Two new charter schools. We are starting our own charter next year. a

End of School District First Interim Criteria and Standards Review

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	336,871.00	338,289.00	(4.00)	338,285.00	(4.00)	0.0%
3) Other State Revenue		8300-8599	1,570,498.00	1,570,498.00	228,199.95	1,613,128.00	42,630.00	2.7%
4) Other Local Revenue		8600-8799	2,260,000.00	2,260,000.00	1,166,455.64	2,355,453.00	95,453.00	4.2%
5) TOTAL REVENUES			4,167,369.00	4,168,787.00	1,394,651.59	4,306,866.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	1,524,312.00	1,521,228.00	474,450.34	1,718,362.00	(197,134.00)	-13.0%
2) Classified Salaries		2000-2999	424,557.00	429,059.00	87,122.73	391,094.00	37,965.00	8.8%
3) Employee Benefits		3000-3999	373,605.00	373,605.00	81,802.05	311,897.00	61,708.00	16.5%
4) Books and Supplies		4000-4999	59,193.00	52,642.00	6,991.34	32,610.00	20,032.00	38.1%
5) Services and Other Operating Expenditures		5000-5999	1,198,672.00	1,198,672.00	365,572.51	1,259,322.00	(60,650.00)	-5.1%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	86,447.00	86,447.00	0.00	86,447.00	0.00	0.0%
9) TOTAL EXPENDITURES			3,666,786.00	3,661,653.00	1,015,938.97	3,799,732.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			500,583.00	507,134.00	378,712.62	507,134.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	908,297.00	908,297.00	0.00	908,297.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(908,297.00)	(908,297.00)	0.00	(908,297.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(407,714.00)	(401,163.00)	378,712.62	(401,163.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	410,950.00	408,114.00		404,878.00	(3,236.00)	-0.8%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			410,950.00	408,114.00		404,878.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			410,950.00	408,114.00		404,878.00		
2) Ending Balance, June 30 (E + F1e)			3,236.00	6,951.00		3,715.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	3,236.00	6,951.00		3,715.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB / IASA (incl. ARRA)	3000-3299, 4000-4139, 4201-4215, 4610, 5510	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other Federal Revenue (incl. ARRA)	All Other	8290	336,871.00	338,289.00	(4.00)	338,285.00	(4.00)	0.0%
TOTAL, FEDERAL REVENUE			336,871.00	338,289.00	(4.00)	338,285.00	(4.00)	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	1,570,498.00	1,570,498.00	228,199.95	1,613,128.00	42,630.00	2.7%
TOTAL, OTHER STATE REVENUE			1,570,498.00	1,570,498.00	228,199.95	1,613,128.00	42,630.00	2.7%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	10,000.00	10,000.00	447.21	10,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	200,000.00	200,000.00	93,372.41	295,453.00	95,453.00	47.7%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	2,050,000.00	2,050,000.00	1,072,636.02	2,050,000.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,260,000.00	2,260,000.00	1,166,455.64	2,355,453.00	95,453.00	4.2%
TOTAL REVENUES			4,167,369.00	4,168,787.00	1,394,651.59	4,306,866.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	1,174,234.00	1,171,150.00	381,134.51	1,343,631.00	(172,481.00)	-14.7%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	350,078.00	350,078.00	93,315.83	374,731.00	(24,653.00)	-7.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			1,524,312.00	1,521,228.00	474,450.34	1,718,362.00	(197,134.00)	-13.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	176,328.00	180,830.00	35,257.61	127,176.00	53,654.00	29.7%
Classified Support Salaries		2200	44,980.00	44,980.00	7,503.88	44,000.00	980.00	2.2%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	167,663.00	167,663.00	36,555.58	186,173.00	(18,510.00)	-11.0%
Other Classified Salaries		2900	35,586.00	35,586.00	7,805.66	33,745.00	1,841.00	5.2%
TOTAL, CLASSIFIED SALARIES			424,557.00	429,059.00	87,122.73	391,094.00	37,965.00	8.8%
EMPLOYEE BENEFITS								
STRS		3101-3102	137,072.00	137,072.00	37,335.46	130,027.00	7,045.00	5.1%
PERS		3201-3202	19,049.00	19,049.00	5,544.91	20,549.00	(1,500.00)	-7.9%
OASDI/Medicare/Alternative		3301-3302	43,753.00	43,753.00	11,136.46	40,052.00	3,701.00	8.5%
Health and Welfare Benefits		3401-3402	96,162.00	96,162.00	5,243.96	52,355.00	43,807.00	45.6%
Unemployment Insurance		3501-3502	32,169.00	32,169.00	9,186.96	27,619.00	4,550.00	14.1%
Workers' Compensation		3601-3602	32,169.00	32,169.00	10,261.80	28,064.00	4,105.00	12.8%
OPEB, Allocated		3701-3702	5,395.00	5,395.00	1,540.77	5,395.00	0.00	0.0%
OPEB, Active Employees		3751-3752	2,920.00	2,920.00	632.99	2,920.00	0.00	0.0%
PERS Reduction		3801-3802	3,657.00	3,657.00	877.28	3,657.00	0.00	0.0%
Other Employee Benefits		3901-3902	1,259.00	1,259.00	41.46	1,259.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			373,605.00	373,605.00	81,802.05	311,897.00	61,708.00	16.5%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	27.88	0.00	0.00	0.0%
Materials and Supplies		4300	59,193.00	52,642.00	4,994.82	32,610.00	20,032.00	38.1%
Noncapitalized Equipment		4400	0.00	0.00	1,968.64	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			59,193.00	52,642.00	6,991.34	32,610.00	20,032.00	38.1%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	7,610.00	7,610.00	2,258.84	6,530.00	1,080.00	14.2%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	123,000.00	123,000.00	0.00	123,000.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	37,400.00	37,400.00	5,996.96	41,630.00	(4,230.00)	-11.3%
Professional/Consulting Services and Operating Expenditures		5800	1,023,000.00	1,023,000.00	357,260.57	1,083,500.00	(60,500.00)	-5.9%
Communications		5900	7,662.00	7,662.00	56.14	4,662.00	3,000.00	39.2%
TOTAL SERVICES AND OTHER OPERATING EXPENDITURES			1,198,672.00	1,198,672.00	365,572.51	1,259,322.00	(60,650.00)	-5.1%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	86,447.00	86,447.00	0.00	86,447.00	0.00	0.0%
TOTAL OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			86,447.00	86,447.00	0.00	86,447.00	0.00	0.0%
TOTAL EXPENDITURES			3,665,786.00	3,661,653.00	1,015,938.97	3,799,732.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	908,297.00	908,297.00	0.00	908,297.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			908,297.00	908,297.00	0.00	908,297.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(908,297.00)	(908,297.00)	0.00	(908,297.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	2,344,521.00	2,381,262.00	999,181.00	2,401,877.00	20,615.00	0.9%
4) Other Local Revenue		8600-8799	2,261,616.00	2,232,346.00	750,644.20	2,862,590.00	630,244.00	28.2%
5) TOTAL REVENUES			4,606,137.00	4,613,608.00	1,749,825.20	5,264,467.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	1,597,762.00	1,597,762.00	369,683.01	2,128,501.00	(530,739.00)	-33.2%
2) Classified Salaries		2000-2999	1,728,792.00	1,728,792.00	162,376.52	1,925,809.00	(197,017.00)	-11.4%
3) Employee Benefits		3000-3999	977,665.00	977,665.00	144,008.07	1,442,569.00	(464,904.00)	-47.6%
4) Books and Supplies		4000-4999	123,990.00	123,990.00	11,553.36	130,838.00	(6,848.00)	-5.5%
5) Services and Other Operating Expenditures		5000-5999	31,150.00	31,150.00	21,079.55	75,724.00	(44,574.00)	-143.1%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	14,564.00	14,564.00	14,855.86	14,564.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	158,305.00	158,305.00	0.00	201,633.00	(43,328.00)	-27.4%
9) TOTAL EXPENDITURES			4,632,228.00	4,632,228.00	723,556.37	5,919,638.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A6 - B9)			(26,091.00)	(18,620.00)	1,026,268.83	(655,171.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(26,091.00)	(18,620.00)	1,026,268.83	(655,171.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	1,876,967.00	981,522.00		981,522.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,876,967.00	981,522.00		981,522.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,876,967.00	981,522.00		981,522.00		
2) Ending Balance, June 30 (E + F1e)			1,850,876.00	962,902.00		326,351.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	699,966.00	962,902.00		326,351.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	1,150,910.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Other Federal Revenue (incl. ARRA)		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
State Preschool	6055, 6056, 6105	8590	2,344,521.00	2,381,262.00	999,181.00	2,401,877.00	20,615.00	0.9%
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			2,344,521.00	2,381,262.00	999,181.00	2,401,877.00	20,615.00	0.9%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	1,439.60	6,000.00	6,000.00	New
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	2,111,616.00	2,232,346.00	745,472.76	2,285,346.00	53,000.00	2.4%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	150,000.00	0.00	3,731.84	571,244.00	571,244.00	New
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,261,616.00	2,232,346.00	750,644.20	2,862,590.00	630,244.00	28.2%
TOTAL REVENUES			4,606,137.00	4,613,608.00	1,749,825.20	5,264,467.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	1,569,065.00	1,569,065.00	287,946.47	1,718,260.00	(149,175.00)	-9.5%
Certificated Pupil Support Salaries		1200	0.00	0.00	31,164.16	157,061.00	(157,061.00)	New
Certificated Supervisors' and Administrators' Salaries		1300	13,677.00	13,677.00	26,522.32	76,564.00	(62,887.00)	-459.8%
Other Certificated Salaries		1900	15,000.00	15,000.00	24,050.06	176,616.00	(161,616.00)	-1077.4%
TOTAL, CERTIFICATED SALARIES			1,597,762.00	1,597,762.00	369,683.01	2,128,501.00	(530,739.00)	-33.2%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	1,028,651.00	1,028,651.00	43,489.24	1,107,357.00	(78,706.00)	-7.7%
Classified Support Salaries		2200	99,000.00	99,000.00	3,990.98	46,885.00	52,115.00	52.6%
Classified Supervisors' and Administrators' Salaries		2300	246,632.00	246,632.00	53,718.12	417,490.00	(170,858.00)	-69.3%
Clerical, Technical and Office Salaries		2400	343,509.00	343,509.00	54,019.43	236,996.00	106,513.00	31.0%
Other Classified Salaries		2900	11,000.00	11,000.00	7,158.75	117,081.00	(106,081.00)	-964.4%
TOTAL, CLASSIFIED SALARIES			1,728,792.00	1,728,792.00	162,376.52	1,925,809.00	(197,017.00)	-11.4%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	29,115.66	124,923.00	(124,923.00)	New
PERS		3201-3202	0.00	0.00	16,200.56	164,328.00	(164,328.00)	New
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	13,758.68	169,574.00	(169,574.00)	New
Health and Welfare Benefits		3401-3402	977,665.00	977,665.00	59,059.17	773,569.00	204,096.00	20.9%
Unemployment Insurance		3501-3502	0.00	0.00	8,571.99	65,303.00	(65,303.00)	New
Workers' Compensation		3601-3602	0.00	0.00	10,129.58	81,119.00	(81,119.00)	New
OPEB, Allocated		3701-3702	0.00	0.00	1,436.73	10,950.00	(10,950.00)	New
OPEB, Active Employees		3751-3752	0.00	0.00	2,353.15	17,389.00	(17,389.00)	New
PERS Reduction		3801-3802	0.00	0.00	3,105.44	31,912.00	(31,912.00)	New
Other Employee Benefits		3901-3902	0.00	0.00	277.11	3,502.00	(3,502.00)	New
TOTAL, EMPLOYEE BENEFITS			977,665.00	977,665.00	144,008.07	1,442,569.00	(464,904.00)	-47.6%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	87,115.00	87,115.00	8,518.81	97,838.00	(10,723.00)	-12.3%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
Food		4700	36,875.00	36,875.00	3,034.55	33,000.00	3,875.00	10.5%
TOTAL, BOOKS AND SUPPLIES			123,990.00	123,990.00	11,553.36	130,838.00	(6,848.00)	-5.5%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	17,000.00	(17,000.00)	New
Travel and Conferences		5200	3,950.00	3,950.00	976.06	6,064.00	(2,114.00)	-53.5%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	7,200.00	7,200.00	2,107.50	7,478.00	(278.00)	-3.9%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	9,000.00	9,000.00	1,495.91	9,182.00	(182.00)	-2.0%
Professional/Consulting Services and Operating Expenditures		5800	11,000.00	11,000.00	16,500.08	36,000.00	(25,000.00)	-227.3%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			31,150.00	31,150.00	21,079.55	75,724.00	(44,574.00)	-143.1%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	1,016.00	1,016.00	2,184.69	1,016.00	0.00	0.0%
Other Debt Service - Principal		7439	13,548.00	13,548.00	12,671.17	13,548.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			14,564.00	14,564.00	14,855.86	14,564.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	158,305.00	158,305.00	0.00	201,633.00	(43,328.00)	-27.4%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			158,305.00	158,305.00	0.00	201,633.00	(43,328.00)	-27.4%
TOTAL EXPENDITURES			4,632,228.00	4,632,228.00	723,556.37	5,919,638.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8911	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	4,419,098.00	4,419,098.00	926,664.51	4,419,098.00	0.00	0.0%
3) Other State Revenue		8300-8599	371,969.00	371,969.00	76,126.11	371,969.00	0.00	0.0%
4) Other Local Revenue		8600-8799	6,389,767.00	6,389,767.00	485,448.87	6,389,767.00	0.00	0.0%
5) TOTAL REVENUES			11,180,834.00	11,180,834.00	1,488,239.49	11,180,834.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	4,081,005.00	4,081,005.00	802,278.88	4,081,005.00	0.00	0.0%
3) Employee Benefits		3000-3999	1,318,788.00	1,318,788.00	287,677.99	1,318,788.00	0.00	0.0%
4) Books and Supplies		4000-4999	4,263,104.00	4,263,104.00	617,207.64	4,263,104.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	504,363.00	504,363.00	151,277.09	504,363.00	0.00	0.0%
6) Capital Outlay		6000-6999	500,000.00	500,000.00	0.00	500,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	310,499.00	310,499.00	36,056.48	310,499.00	0.00	0.0%
9) TOTAL EXPENDITURES			10,977,759.00	10,977,759.00	1,894,498.08	10,977,759.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			203,075.00	203,075.00	(406,258.59)	203,075.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7800-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			203,075.00	203,075.00	(406,258.59)	203,075.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	2,404,923.00	2,404,923.00		2,830,456.00	425,533.00	17.7%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,404,923.00	2,404,923.00		2,830,456.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,404,923.00	2,404,923.00		2,830,456.00		
2) Ending Balance, June 30 (E + F1e)			2,607,998.00	2,607,998.00		3,033,531.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	2,607,998.00	2,607,998.00		3,033,531.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
REVENUE LIMIT SOURCES								
Revenue Limit Transfers								
Unrestricted Revenue Limit Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUE LIMIT SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
FEDERAL REVENUE								
Child Nutrition Programs		8220	4,419,098.00	4,419,098.00	926,664.51	4,419,098.00	0.00	0.0%
Other Federal Revenue (incl. ARRA)		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			4,419,098.00	4,419,098.00	926,664.51	4,419,098.00	0.00	0.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	371,969.00	371,969.00	76,126.11	371,969.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			371,969.00	371,969.00	76,126.11	371,969.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	6,226,598.00	6,226,598.00	468,445.39	6,226,598.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	3,000.00	3,000.00	915.69	3,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	160,169.00	160,169.00	16,087.79	160,169.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			6,389,767.00	6,389,767.00	485,448.87	6,389,767.00	0.00	0.0%
TOTAL, REVENUES			11,180,834.00	11,180,834.00	1,488,239.49	11,180,834.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	3,440,637.00	3,440,637.00	596,131.31	3,440,637.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	287,713.00	287,713.00	102,095.20	287,713.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	352,655.00	352,655.00	104,052.37	352,655.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			4,081,005.00	4,081,005.00	802,278.88	4,081,005.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	242,860.00	242,860.00	61,095.58	242,860.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	241,094.00	241,094.00	37,652.60	241,094.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	699,060.00	699,060.00	143,049.77	699,060.00	0.00	0.0%
Unemployment Insurance		3501-3502	12,243.00	12,243.00	11,708.35	12,243.00	0.00	0.0%
Workers' Compensation		3601-3602	39,177.00	39,177.00	14,081.66	39,177.00	0.00	0.0%
OPEB, Allocated		3701-3702	6,937.00	6,937.00	1,964.14	6,937.00	0.00	0.0%
OPEB, Active Employees		3751-3752	19,005.00	19,005.00	3,124.69	19,005.00	0.00	0.0%
PERS Reduction		3801-3802	53,745.00	53,745.00	14,000.00	53,745.00	0.00	0.0%
Other Employee Benefits		3901-3902	4,667.00	4,667.00	991.20	4,667.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			1,318,788.00	1,318,788.00	287,677.99	1,318,788.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	66,103.00	66,103.00	17,114.35	66,103.00	0.00	0.0%
Noncapitalized Equipment		4400	86,454.00	86,454.00	107,665.08	86,454.00	0.00	0.0%
Food		4700	4,110,547.00	4,110,547.00	492,428.21	4,110,547.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			4,263,104.00	4,263,104.00	617,207.64	4,263,104.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	2,186.00	2,186.00	332.76	2,186.00	0.00	0.0%
Dues and Memberships		5300	200.00	200.00	156.75	200.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	111,239.00	111,239.00	40,308.36	111,239.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	210,500.00	210,500.00	2,308.99	210,500.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	173,530.00	173,530.00	106,627.37	173,530.00	0.00	0.0%
Communications		5900	6,708.00	6,708.00	1,542.86	6,708.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			504,363.00	504,363.00	151,277.09	504,363.00	0.00	0.0%
CAPITAL OUTLAY								
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	500,000.00	500,000.00	0.00	500,000.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			500,000.00	500,000.00	0.00	500,000.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	310,499.00	310,499.00	36,056.48	310,499.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			310,499.00	310,499.00	36,056.48	310,499.00	0.00	0.0%
TOTAL EXPENDITURES			10,977,759.00	10,977,759.00	1,894,498.08	10,977,759.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8916	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,821,868.00	1,821,868.00	0.00	1,821,868.00	0.00	0.0%
4) Other Local Revenue		8600-8799	10,000.00	10,000.00	1,079.21	10,000.00	0.00	0.0%
5) TOTAL REVENUES			1,831,868.00	1,831,868.00	1,079.21	1,831,868.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	111,826.00	111,826.00	27,908.88	111,826.00	0.00	0.0%
3) Employee Benefits		3000-3999	47,105.00	47,105.00	9,277.79	47,105.00	0.00	0.0%
4) Books and Supplies		4000-4999	57,000.00	57,000.00	0.00	57,000.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	400,000.00	400,000.00	123,056.52	400,500.00	(500.00)	-0.1%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			615,931.00	615,931.00	160,243.19	616,431.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A6 - B9)			1,215,937.00	1,215,937.00	(159,163.98)	1,215,437.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	1,200,000.00	1,200,000.00	0.00	1,200,000.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(1,200,000.00)	(1,200,000.00)	0.00	(1,200,000.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			15,937.00	15,937.00	(159,163.98)	15,437.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	534,567.00	903,100.00		903,100.20	0.20	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			534,567.00	903,100.00		903,100.20		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			534,567.00	903,100.00		903,100.20		
2) Ending Balance, June 30 (E + F1e)			550,504.00	919,037.00		918,537.20		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	550,504.00	919,037.00		918,537.20		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER STATE REVENUE								
All Other State Revenue		8590	1,821,868.00	1,821,868.00	0.00	1,821,868.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			1,821,868.00	1,821,868.00	0.00	1,821,868.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	10,000.00	10,000.00	1,079.21	10,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			10,000.00	10,000.00	1,079.21	10,000.00	0.00	0.0%
TOTAL REVENUES			1,831,868.00	1,831,868.00	1,079.21	1,831,868.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	111,826.00	111,826.00	27,908.88	111,826.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			111,826.00	111,826.00	27,908.88	111,826.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	12,215.00	12,215.00	3,048.48	12,215.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	8,554.00	8,554.00	2,141.45	8,554.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	19,318.00	19,318.00	2,352.61	19,318.00	0.00	0.0%
Unemployment Insurance		3501-3502	1,800.00	1,800.00	449.31	1,800.00	0.00	0.0%
Workers' Compensation		3601-3602	1,800.00	1,800.00	485.60	1,800.00	0.00	0.0%
OPEB, Allocated		3701-3702	302.00	302.00	75.36	302.00	0.00	0.0%
OPEB, Active Employees		3751-3752	503.00	503.00	125.58	503.00	0.00	0.0%
PERS Reduction		3801-3802	2,345.00	2,345.00	585.24	2,345.00	0.00	0.0%
Other Employee Benefits		3901-3902	268.00	268.00	14.16	268.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			47,105.00	47,105.00	9,277.79	47,105.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	57,000.00	57,000.00	0.00	57,000.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			57,000.00	57,000.00	0.00	57,000.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	400,000.00	400,000.00	122,827.65	400,000.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	228.87	500.00	(500.00)	New
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			400,000.00	400,000.00	123,056.52	400,500.00	(500.00)	-0.1%
CAPITAL OUTLAY								
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			615,931.00	615,931.00	160,243.19	616,431.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General, Special Reserve, & Building Funds		8915	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	1,200,000.00	1,200,000.00	0.00	1,200,000.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			1,200,000.00	1,200,000.00	0.00	1,200,000.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			(1,200,000.00)	(1,200,000.00)	0.00	(1,200,000.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	76.92	200.00	200.00	New
5) TOTAL REVENUES			0.00	0.00	76.92	200.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			0.00	0.00	0.00	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	76.92	200.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	76.92	200.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	81,522.00	77,664.00		77,664.08	0.08	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			81,522.00	77,664.00		77,664.08		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			81,522.00	77,664.00		77,664.08		
2) Ending Balance, June 30 (E + F1e)			81,522.00	77,664.00		77,864.08		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	81,522.00	77,664.00		77,864.08		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER LOCAL REVENUE								
Interest		8660	0.00	0.00	76.92	200.00	200.00	New
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	76.92	200.00	200.00	New
TOTAL, REVENUES			0.00	0.00	76.92	200.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund/CSSF		8912	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: General Fund/CSSF		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d)			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	34,000.00	34,000.00	6,348.28	34,000.00	0.00	0.0%
5) TOTAL REVENUES			34,000.00	34,000.00	6,348.28	34,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	6,000.00	6,000.00	1,311.31	6,000.00	0.00	0.0%
6) Capital Outlay		6000-6999	60,000.00	60,000.00	3,124.25	60,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			66,000.00	66,000.00	4,435.56	66,000.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A6 - B9)			(32,000.00)	(32,000.00)	1,912.72	(32,000.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(32,000.00)	(32,000.00)	1,912.72	(32,000.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	4,756,188.00	5,084,706.00		5,084,705.52	(0.48)	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,756,188.00	5,084,706.00		5,084,705.52		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,756,188.00	5,084,706.00		5,084,705.52		
2) Ending Balance, June 30 (E + F1e)			4,724,188.00	5,052,706.00		5,052,705.52		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	4,724,188.00	5,052,706.00		5,052,705.52		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Other Federal Revenue (incl. ARRA)		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to RL Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	34,000.00	34,000.00	6,348.28	34,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			34,000.00	34,000.00	6,348.28	34,000.00	0.00	0.0%
TOTAL REVENUES			34,000.00	34,000.00	6,348.28	34,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	6,000.00	6,000.00	1,311.31	6,000.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			6,000.00	6,000.00	1,311.31	6,000.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	60,000.00	60,000.00	3,124.25	60,000.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			60,000.00	60,000.00	3,124.25	60,000.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			66,000.00	66,000.00	4,435.56	66,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	630,000.00	630,000.00	173,393.27	630,000.00	0.00	0.0%
5) TOTAL, REVENUES			630,000.00	630,000.00	173,393.27	630,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	111,967.00	111,967.00	25,191.91	111,967.00	0.00	0.0%
3) Employee Benefits		3000-3999	45,035.00	45,035.00	8,018.29	45,035.00	0.00	0.0%
4) Books and Supplies		4000-4999	15,000.00	15,000.00	0.00	15,000.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	125,400.00	125,400.00	(2,521.56)	125,400.00	0.00	0.0%
6) Capital Outlay		6000-6999	300,000.00	300,000.00	0.00	300,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	29,129.00	29,129.00	28,837.80	29,129.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			626,531.00	626,531.00	59,526.44	626,531.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A6 - B9)			3,469.00	3,469.00	113,866.83	3,469.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			3,469.00	3,469.00	113,866.83	3,469.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	3,571,488.00	4,281,981.00		4,281,981.14	0.14	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,571,488.00	4,281,981.00		4,281,981.14		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,571,488.00	4,281,981.00		4,281,981.14		
2) Ending Balance, June 30 (E + F1e)			3,574,957.00	4,285,450.00		4,285,450.14		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	3,574,957.00	4,285,450.00		4,285,450.14		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER STATE REVENUE								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to RL Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent								
Non-Revenue Limit Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	30,000.00	30,000.00	5,430.51	30,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Mitigation/Developer Fees		8681	600,000.00	600,000.00	167,962.76	600,000.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			630,000.00	630,000.00	173,393.27	630,000.00	0.00	0.0%
TOTAL, REVENUES			630,000.00	630,000.00	173,393.27	630,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	62,146.00	62,146.00	15,538.41	62,146.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	49,821.00	49,821.00	9,653.50	49,821.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			111,967.00	111,967.00	25,191.91	111,967.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	12,263.00	12,263.00	2,751.74	12,263.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	8,429.00	8,429.00	1,922.98	8,429.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	17,299.00	17,299.00	1,781.89	17,299.00	0.00	0.0%
Unemployment Insurance		3501-3502	1,807.00	1,807.00	405.60	1,807.00	0.00	0.0%
Workers' Compensation		3601-3602	1,807.00	1,807.00	436.24	1,807.00	0.00	0.0%
OPEB, Allocated		3701-3702	303.00	303.00	68.00	303.00	0.00	0.0%
OPEB, Active Employees		3751-3752	504.00	504.00	112.98	504.00	0.00	0.0%
PERS Reduction		3801-3802	2,354.00	2,354.00	528.24	2,354.00	0.00	0.0%
Other Employee Benefits		3901-3902	269.00	269.00	10.62	269.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			45,035.00	45,035.00	8,018.29	45,035.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	15,000.00	15,000.00	0.00	15,000.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			15,000.00	15,000.00	0.00	15,000.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	300.00	300.00	455.19	300.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	100.00	100.00	42.00	100.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	125,000.00	125,000.00	(3,228.75)	125,000.00	0.00	0.0%
Communications		5900	0.00	0.00	210.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			125,400.00	125,400.00	(2,521.56)	125,400.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	300,000.00	300,000.00	0.00	300,000.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			300,000.00	300,000.00	0.00	300,000.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	2,032.00	2,032.00	3,932.40	2,032.00	0.00	0.0%
Other Debt Service - Principal		7439	27,097.00	27,097.00	24,905.40	27,097.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			29,129.00	29,129.00	28,837.80	29,129.00	0.00	0.0%
TOTAL, EXPENDITURES			626,531.00	626,531.00	59,526.44	626,531.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	15,000.00	15,000.00	2,629.80	15,000.00	0.00	0.0%
5) TOTAL, REVENUES			15,000.00	15,000.00	2,629.80	15,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	2,100.00	2,100.00	543.44	2,100.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			2,100.00	2,100.00	543.44	2,100.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A6 - B9)			12,900.00	12,900.00	2,086.36	12,900.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			12,900.00	12,900.00	2,086.36	12,900.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	2,055,316.00	2,107,211.00		2,107,210.64	(0.36)	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,055,316.00	2,107,211.00		2,107,210.64		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,055,316.00	2,107,211.00		2,107,210.64		
2) Ending Balance, June 30 (E + F1e)			2,068,216.00	2,120,111.00		2,120,110.64		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	2,068,216.00	2,120,111.00		2,120,110.64		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
Other Federal Revenue (incl. ARRA)		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
School Facilities Apportionments		8545	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	15,000.00	15,000.00	2,629.80	15,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			15,000.00	15,000.00	2,629.80	15,000.00	0.00	0.0%
TOTAL REVENUES			15,000.00	15,000.00	2,629.80	15,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	2,100.00	2,100.00	543.44	2,100.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			2,100.00	2,100.00	543.44	2,100.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			2,100.00	2,100.00	543.44	2,100.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	78,116.86	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,083,928.00	4,083,928.00	2,075,818.68	4,083,928.00	0.00	0.0%
5) TOTAL, REVENUES			4,083,928.00	4,083,928.00	2,153,935.54	4,083,928.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	24,000.00	24,000.00	1,483.48	24,000.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	1,560,971.00	1,560,971.00	0.00	1,560,971.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,584,971.00	1,584,971.00	1,483.48	1,584,971.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A6 - B9)			2,498,957.00	2,498,957.00	2,152,452.06	2,498,957.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	650,000.00	650,000.00	0.00	650,000.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(650,000.00)	(650,000.00)	0.00	(650,000.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,848,957.00	1,848,957.00	2,152,452.06	1,848,957.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	5,155,222.00	5,397,517.00		5,397,516.65	(0.35)	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,155,222.00	5,397,517.00		5,397,516.65		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,155,222.00	5,397,517.00		5,397,516.65		
2) Ending Balance, June 30 (E + F1e)			7,004,179.00	7,246,474.00		7,246,473.65		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	6,158,610.00	6,443,757.00		6,443,757.07		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	845,569.00	802,717.00		802,716.58		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Other Federal Revenue (incl. ARRA)		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	78,116.86	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	78,116.86	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Community Redevelopment Funds Not Subject to RL Deduction		8625	2,733,178.00	2,733,178.00	1,829,808.71	2,733,178.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	1,320,750.00	1,320,750.00	238,861.96	1,320,750.00	0.00	0.0%
Interest		8660	30,000.00	30,000.00	7,148.01	30,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,083,928.00	4,083,928.00	2,075,818.68	4,083,928.00	0.00	0.0%
TOTAL REVENUES			4,083,928.00	4,083,928.00	2,153,935.54	4,083,928.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	24,000.00	24,000.00	1,483.48	24,000.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			24,000.00	24,000.00	1,483.48	24,000.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	1,560,971.00	1,560,971.00	0.00	1,560,971.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,560,971.00	1,560,971.00	0.00	1,560,971.00	0.00	0.0%
TOTAL, EXPENDITURES			1,584,971.00	1,584,971.00	1,483.48	1,584,971.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund/CSSF		8912	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: General Fund/CSSF		7612	650,000.00	650,000.00	0.00	650,000.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			650,000.00	650,000.00	0.00	650,000.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(650,000.00)	(650,000.00)	0.00	(650,000.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	58,467,000.00	58,467,000.00	22,172,388.17	58,467,145.00	145.00	0.0%
5) TOTAL REVENUES			58,467,000.00	58,467,000.00	22,172,388.17	58,467,145.00		
B. EXPENSES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	311,682.00	311,682.00	89,504.18	311,682.00	0.00	0.0%
3) Employee Benefits		3000-3999	113,069.00	113,069.00	21,205.61	117,201.00	(4,132.00)	-3.7%
4) Books and Supplies		4000-4999	27,600.00	27,600.00	3,332.66	27,600.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	56,020,700.00	56,020,700.00	17,995,420.34	56,275,621.00	(254,921.00)	-0.5%
6) Depreciation		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENSES			56,473,051.00	56,473,051.00	18,109,462.79	56,732,104.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,993,949.00	1,993,949.00	4,062,925.38	1,735,041.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN NET ASSETS (C + D4)			1,993,949.00	1,993,949.00	4,062,925.38	1,735,041.00		
F. NET ASSETS								
1) Beginning Net Assets								
a) As of July 1 - Unaudited		9791	948,750.00	1,077,469.00		680,118.46	(397,350.54)	-36.9%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			948,750.00	1,077,469.00		680,118.46		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Net Assets (F1c + F1d)			948,750.00	1,077,469.00		680,118.46		
2) Ending Net Assets, June 30 (E + F1e)			2,942,699.00	3,071,418.00		2,415,159.46		
Components of Ending Net Assets								
a) Capital Assets, Net of Related Debt		9796	0.00	0.00		0.00		
b) Restricted Net Assets		9797	0.00	0.00		0.00		
c) Unrestricted Net Assets		9790	2,942,699.00	3,071,418.00		2,415,159.46		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	77,000.00	77,000.00	12,276.58	77,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
In-District Premiums/Contributions		8674	58,240,000.00	58,240,000.00	22,151,757.34	58,240,000.00	0.00	0.0%
All Other Fees and Contracts		8689	150,000.00	150,000.00	8,209.76	150,000.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	144.49	145.00	145.00	New
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL OTHER LOCAL REVENUE			58,467,000.00	58,467,000.00	22,172,388.17	58,467,145.00	145.00	0.0%
TOTAL REVENUES			58,467,000.00	58,467,000.00	22,172,388.17	58,467,145.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	143,609.00	143,609.00	47,870.24	143,609.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	168,073.00	168,073.00	41,633.94	168,073.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			311,682.00	311,682.00	89,504.18	311,682.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	11,848.00	11,848.00	3,949.32	11,848.00	0.00	0.0%
PERS		3201-3202	18,358.00	18,358.00	4,547.64	18,359.00	(1.00)	0.0%
OASDI/Medicare/Alternative		3301-3302	14,941.00	14,941.00	3,159.91	14,939.00	2.00	0.0%
Health and Welfare Benefits		3401-3402	51,368.00	51,368.00	4,982.87	51,277.00	91.00	0.2%
Unemployment Insurance		3501-3502	5,018.00	5,018.00	1,441.00	5,019.00	(1.00)	0.0%
Workers' Compensation		3601-3602	5,018.00	5,018.00	1,588.47	6,234.00	(1,216.00)	-24.2%
OPEB, Allocated		3701-3702	842.00	842.00	241.68	841.00	1.00	0.1%
OPEB, Active Employees		3751-3752	1,403.00	1,403.00	402.78	1,402.00	1.00	0.1%
PERS Reduction		3801-3802	3,525.00	3,525.00	873.06	6,535.00	(3,010.00)	-85.4%
Other Employee Benefits		3901-3902	748.00	748.00	18.88	747.00	1.00	0.1%
TOTAL, EMPLOYEE BENEFITS			113,069.00	113,069.00	21,205.61	117,201.00	(4,132.00)	-3.7%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	27,600.00	27,600.00	3,332.66	27,600.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			27,600.00	27,600.00	3,332.66	27,600.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENSES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	1,500.00	1,500.00	980.35	3,900.00	(2,400.00)	-160.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	1,870,000.00	1,870,000.00	1,623,239.00	1,993,989.00	(123,989.00)	-6.6%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	446.34	447.00	(447.00)	New
Professional/Consulting Services and Operating Expenditures		5800	54,149,200.00	54,149,200.00	16,370,754.65	54,277,285.00	(128,085.00)	-0.2%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			56,020,700.00	56,020,700.00	17,995,420.34	56,275,621.00	(254,921.00)	-0.5%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
DEPRECIATION								
Depreciation Expense		6900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, DEPRECIATION			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENSES			56,473,051.00	56,473,051.00	18,109,462.79	56,732,104.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d)			0.00	0.00	0.00	0.00		

Description	ESTIMATED REVENUE LIMIT ADA Original Budget (A)	ESTIMATED REVENUE LIMIT ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED REVENUE LIMIT ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
ELEMENTARY						
1. General Education	32,934.15	32,934.15	32,527.00	32,934.15	0.00	0%
2. Special Education	715.74	715.74	660.00	715.74	0.00	0%
HIGH SCHOOL						
3. General Education	14,989.05	14,989.05	14,713.00	14,989.05	0.00	0%
4. Special Education	356.40	356.40	307.00	356.40	0.00	0%
COUNTY SUPPLEMENT						
5. County Community Schools	386.80	386.80	386.80	386.80	0.00	0%
6. Special Education	93.28	93.28	93.28	93.28	0.00	0%
7. TOTAL, K-12 ADA	49,475.42	49,475.42	48,687.08	49,475.42	0.00	0%
8. ADA for Necessary Small Schools also included in lines 1 - 4.	0.00	0.00	0.00	0.00	0.00	0%
9. Regional Occupational Centers/Programs (ROC/P)*						
CLASSES FOR ADULTS						
10. Concurrently Enrolled Secondary Students*						
11. Adults Enrolled, State Apportioned*						
12. Independent Study - (Students 21 years or older and students 19 years or older and not continuously enrolled since their 18th birthday)*						
13. TOTAL, CLASSES FOR ADULTS						
14. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0%
15. ADA TOTALS (Sum of lines 7, 9, 13, & 14)	49,475.42	49,475.42	48,687.08	49,475.42	0.00	0%
SUPPLEMENTAL INSTRUCTIONAL HOURS						
16. Elementary*						
17. High School*						
18. TOTAL, SUPPLEMENTAL HOURS						

Description	ESTIMATED REVENUE LIMIT ADA Original Budget (A)	ESTIMATED REVENUE LIMIT ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED REVENUE LIMIT ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
COMMUNITY DAY SCHOOLS - Additional Funds						
19. ELEMENTARY						
a. 5th & 6th Hour (ADA) - Mandatory Expelled Pupils only	0.00	0.00	0.00	0.00	0.00	0%
b. 7th & 8th Hour Pupil Hours (Hours)*						
20. HIGH SCHOOL						
a. 5th & 6th Hour (ADA) - Mandatory Expelled Pupils only	0.00	0.00	0.00	0.00	0.00	0%
b. 7th & 8th Hour Pupil Hours (Hours)*						
CHARTER SCHOOLS						
21. Charter ADA funded thru the Block Grant						
a. Charters Sponsored by Unified Districts - Resident (EC 47660) (applicable only for unified districts with Charter School General Purpose Block Grant Offset recorded on line 30 in Form RL1)	0.00	0.00	0.00	0.00	0.00	0%
b. All Other Block Grant Funded Charters	2,100.04	0.00	0.00	0.00	0.00	0%
22. Charter ADA funded thru the Revenue Limit	0.00	0.00	0.00	0.00	0.00	0%
23. TOTAL, CHARTER SCHOOLS ADA (sum lines 21a, 21b, and 22)	2,100.04	0.00	0.00	0.00	0.00	0%
24. SUPPLEMENTAL INSTRUCTIONAL HOURS*						

*ADA is no longer collected as a result of flexibility provisions of SBX3 4 (Chapter 12, Statutes of 2009), as amended by SB 70 (Chapter 7, Statutes of 2011), currently in effect from 2008-09 through 2014-15.

First Interim
2011-12 INTERIM REPORT
Cashflow Worksheet17
Capistrano Unified
Orange County

	Object	July	August	September	October	November	December
ACTUALS THROUGH THE MONTH OF (Enter Month Name):							
A. BEGINNING CASH	October 9110	18,935,705.00	10,978,433.00	84,447,760.00	77,683,108.00	48,228,576.00	35,180,210.00
B. RECEIPTS							
Revenue Limit Sources	8020-8079	7,644,607.00	25,856.00	6,966,369.00	567,165.00	13,574,143.00	95,653,839.00
Property Taxes	8010-8019			3,124,800.00	(851,204.00)	2,875,512.00	2,875,512.00
Principal Apportionment	8080-8099		(1,729,935.00)	(727,244.00)	(1,451,564.00)	(879,373.00)	(720,952.00)
Miscellaneous Funds	8100-8299	8,959,014.00	56,629.00	988,854.00	2,436.00	1,287,205.00	3,041,667.00
Federal Revenue	8300-8599	562,690.00	1,272,056.00	7,170,160.00	2,904,400.00	3,559,151.00	7,099,613.00
Other State Revenue	8600-8799	726,668.00	1,283,683.00	305,084.00	781,810.00	559,635.00	22,755.00
Other Local Revenue	8910-8929	0.00	0.00	0.00	0.00	0.00	0.00
Interfund Transfers In	8930-8979	4,389.00	29,017.00	152,722.00	165,229.00	40,484.00	0.00
All Other Financing Sources		0.00	74,990,000.00	0.00	0.00	0.00	0.00
Other Receipts/Non-Revenue		17,897,368.00	75,927,306.00	17,980,745.00	2,118,272.00	21,016,757.00	107,972,434.00
TOTAL RECEIPTS							
C. DISBURSEMENTS							
Certificated Salaries	1000-1999	605,789.00	2,129,178.00	18,148,900.00	18,829,532.00	19,097,880.00	0.00
Classified Salaries	2000-2999	35,661.00	2,366,411.00	3,285,922.00	4,207,550.00	5,274,650.00	5,155,320.00
Employee Benefits	3000-3999	88,326.00	850,392.00	5,837,475.00	7,385,722.00	8,120,069.00	1,950,000.00
Books, Supplies and Services	4000-5999	243,413.00	4,640,363.00	2,840,954.00	4,035,961.00	4,032,874.00	3,707,520.00
Capital Outlay	6000-6599	22,584.00	75,304.00	61,693.00	27,021.00	21,575.00	0.00
Other Outgo	7000-7499	484,979.00	305,340.00	(49,947.00)	1,057,581.00	615,545.00	1,512,068.00
Interfund Transfers Out	7600-7629	0.00	0.00	0.00	0.00	0.00	0.00
All Other Financing Uses	7630-7699	0.00	0.00	0.00	0.00	0.00	0.00
Other Disbursements/		0.00	0.00	0.00	0.00	0.00	0.00
Non Expenditures		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DISBURSEMENTS		1,480,752.00	10,386,988.00	30,124,997.00	35,543,367.00	37,162,593.00	12,324,908.00
D. PRIOR YEAR TRANSACTIONS							
Accounts Receivable	9200	3,030,269.00	11,219,032.00	6,134,256.00	3,813,301.00	2,558,442.00	17,837,059.00
Accounts Payable	9500	27,404,157.00	3,310,023.00	754,656.00	(157,262.00)	(539,028.00)	800,000.00
TOTAL PRIOR YEAR TRANSACTIONS		(24,373,888.00)	7,909,009.00	5,379,600.00	3,970,563.00	3,097,470.00	17,037,059.00
E. NET INCREASE/DECREASE (B - C + D)		(7,957,272.00)	73,469,327.00	(6,764,652.00)	(29,454,532.00)	(13,048,366.00)	112,684,585.00
F. ENDING CASH (A + E)		10,978,433.00	84,447,760.00	77,683,108.00	48,228,576.00	35,180,210.00	147,864,795.00
G. ENDING CASH, PLUS ACCRUALS							

	Object	January	February	March	April	May	June	Accruals	TOTAL
ACTUALS THROUGH THE MONTH OF (Enter Month Name):									
A. BEGINNING CASH	October 9110	147,864,795.00	75,596,671.00	39,959,233.00	26,586,480.00	54,450,212.00	6,805,570.00		
B. RECEIPTS									
Revenue Limit Sources	8020-8079	8,851,520.00	(560,224.00)	10,704,732.00	92,332,636.00	(13,092,514.00)	1,221,516.00		223,889,645.00
Property Taxes	8010-8019	8,083,384.00	241,435.00	0.00	2,052,200.00	643,827.00	0.00	27,511,080.00	46,556,546.00
Principal Apportionment	8080-8099	(720,952.00)	(720,952.00)	(720,952.00)	(720,952.00)	(720,952.00)	(720,953.00)	0.00	(9,834,781.00)
Miscellaneous Funds	8100-8299	2,133,327.00	59,457.00	4,734,537.00	4,287,332.00	191,667.00	1,768,879.00	3,045,066.00	30,556,070.00
Federal Revenue	8300-8599	4,737,876.00	1,428,647.00	9,223,660.00	3,659,170.00	1,885,439.00	5,405,439.00	18,997,080.00	67,905,381.00
Other State Revenue	8600-8799	195,706.00	145,106.00	393,356.00	300,156.00	541,157.00	135,261.00	0.00	5,390,377.00
Other Local Revenue	8910-8929	0.00	0.00	0.00	0.00	0.00	2,758,297.00	0.00	2,758,297.00
Interfund Transfers In	8930-8979	0.00	0.00	0.00	0.00	(391,841.00)	0.00	0.00	0.00
All Other Financing Sources		0.00	0.00	0.00	0.00	0.00	0.00	0.00	74,990,000.00
Other Receipts/Non-Revenue		23,280,861.00	593,469.00	24,335,333.00	101,910,542.00	(10,943,217.00)	10,568,439.00	49,553,226.00	442,211,535.00
TOTAL RECEIPTS									
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	38,116,526.00	19,058,263.00	19,058,263.00	19,058,263.00	19,058,263.00	19,058,263.00	610,383.00	192,829,503.00
Classified Salaries	2000-2999	5,155,320.00	5,155,320.00	5,155,320.00	5,155,320.00	5,155,320.00	5,155,320.00	5,101,451.00	56,358,885.00
Employee Benefits	3000-3999	13,621,766.00	7,785,883.00	7,785,883.00	7,785,883.00	7,785,883.00	7,785,883.00	2,339,609.00	79,122,774.00
Books, Supplies and Services	4000-5999	3,707,520.00	3,707,520.00	3,707,520.00	3,707,520.00	3,707,520.00	4,884,682.00	0.00	42,923,367.00
Capital Outlay	6000-6599	80,098.00	0.00	0.00	71,725.00	0.00	0.00	0.00	360,000.00
Other Outgo	7000-7499	1,352,807.00	672,831.00	662,084.00	710,330.00	994,439.00	1,772,955.00	0.00	10,091,012.00
Interfund Transfers Out	7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
All Other Financing Uses		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Disbursements/		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Expenditures		37,557,769.00	0.00	0.00	37,557,769.00	0.00	0.00	0.00	75,115,538.00
TOTAL DISBURSEMENTS		99,591,806.00	36,379,817.00	36,369,070.00	74,046,810.00	36,701,425.00	38,657,103.00	8,051,443.00	456,801,079.00
D. PRIOR YEAR TRANSACTIONS									
Accounts Receivable	9200	4,692,821.00	616,714.00	0.00	0.00	0.00	0.00	0.00	49,901,894.00
Accounts Payable	9500	650,000.00	467,804.00	1,339,016.00	0.00	0.00	0.00	0.00	34,029,366.00
TOTAL PRIOR YEAR TRANSACTIONS		4,042,821.00	1,084,518.00	(1,339,016.00)	0.00	0.00	0.00	0.00	15,872,528.00
E. NET INCREASE/DECREASE (B - C + D)		(72,268,124.00)	(35,637,438.00)	(13,372,753.00)	27,863,732.00	(47,644,642.00)	(28,088,664.00)	41,501,783.00	1,282,984.00
F. ENDING CASH (A + E)		75,596,671.00	39,959,233.00	26,586,480.00	54,450,212.00	6,805,570.00	(21,283,094.00)		
G. ENDING CASH, PLUS ACCRUALS									20,218,689.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2012-13 Projection (C)	% Change (Cols. E-C/C) (D)	2013-14 Projection (E)
A. REVENUES AND OTHER FINANCING SOURCES (Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted except line A1h)						
1. Revenue Limit Sources	8010-8099	255,106,050.00				
a. Base Revenue Limit per ADA (Form RLI, line 4, ID 0024)		6,492.18	3.13%	6,695.18	2.82%	6,884.18
b. Revenue Limit ADA (Form RLI, line 5b, ID 0033)		49,475.42	-1.59%	48,687.00	-1.08%	48,163.00
c. Total Base Revenue Limit (Line A1a times line A1b, ID 0269)		321,203,332.22	1.48%	325,968,228.66	1.72%	331,562,761.34
d. Other Revenue Limit (Form RLI, lines 6 thru 14)		1,688,422.45	0.00%	1,688,422.45	0.00%	1,688,422.45
e. Total Revenue Limit Subject to Deficit (Sum lines A1c plus A1d, ID 0082)		322,891,754.67	1.48%	327,656,651.11	1.71%	333,251,183.79
f. Deficit Factor (Form RLI, line 16)		0.80246	0.00%	0.80246	0.00%	0.80246
g. Deficit Revenue Limit (Line A1e times line A1f, ID 0284)		259,107,717.45	1.48%	262,931,356.25	1.71%	267,420,744.94
h. Plus: Other Adjustments (e.g., basic aid, charter schools object 8015, prior year adjustments objects 8019 and 8099)		0.00	0.00%	0.00	0.00%	0.00
i. Revenue Limit Transfers (Objects 8091 and 8097)		(5,505,360.00)	0.00%	(5,505,360.00)	0.00%	(5,505,360.00)
j. Other Adjustments (Form RLI, lines 18 thru 20 and line 41)		1,503,692.55	0.00%	1,503,692.54	0.00%	1,503,692.67
k. Total Revenue Limit Sources (Sum lines A1g thru A1j; Must equal line A1)		255,106,050.00	1.50%	258,929,688.79	1.73%	263,419,077.61
2. Federal Revenues	8100-8299	917,790.00	0.00%	917,790.00	0.00%	917,790.00
3. Other State Revenues	8300-8599	32,097,241.00	1.46%	32,565,720.00	1.57%	33,077,179.00
4. Other Local Revenues	8600-8799	4,355,787.00	0.71%	4,386,787.00	0.75%	4,419,833.00
5. Other Financing Sources	8900-8999	(47,416,328.00)	2.18%	(48,448,369.00)	1.15%	(49,007,217.00)
6. Total (Sum lines A1k thru A5)		245,060,540.00	1.34%	248,351,616.79	1.80%	252,826,662.61
B. EXPENDITURES AND OTHER FINANCING USES (Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
1. Certificated Salaries						
a. Base Salaries				150,253,255.00		166,411,939.00
b. Step & Column Adjustment				2,253,799.00		2,496,179.00
c. Cost-of-Living Adjustment				5,065,132.00		1,942,416.00
d. Other Adjustments				8,839,753.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	150,253,255.00	10.75%	166,411,939.00	2.67%	170,850,534.00
2. Classified Salaries						
a. Base Salaries				28,656,446.00		29,896,442.00
b. Step & Column Adjustment				564,707.00		587,956.00
c. Cost-of-Living Adjustment				675,289.00		275,621.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	28,656,446.00	4.33%	29,896,442.00	2.89%	30,760,019.00
3. Employee Benefits	3000-3999	54,484,224.00	4.48%	56,923,550.00	1.37%	57,704,917.00
4. Books and Supplies	4000-4999	5,087,852.00	-38.56%	3,126,229.00	3.92%	3,248,864.00
5. Services and Other Operating Expenditures	5000-5999	17,971,683.00	0.44%	18,050,350.00	1.99%	18,409,173.00
6. Capital Outlay	6000-6999	260,000.00	0.00%	260,000.00	0.00%	260,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	4,023,167.00	0.00%	4,023,167.00	0.00%	4,023,167.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(3,756,464.00)	-3.99%	(3,606,640.00)	0.00%	(3,606,640.00)
9. Other Financing Uses	7600-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				(25,000,000.00)		(28,550,000.00)
11. Total (Sum lines B1 thru B10)		256,980,163.00	-2.68%	250,085,037.00	1.21%	253,100,034.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(11,919,623.00)		(1,733,420.21)		(273,371.39)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		24,407,895.00		12,488,272.00		10,754,851.79
2. Ending Fund Balance (Sum lines C and D1)		12,488,272.00		10,754,851.79		10,481,480.40
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	325,000.00		325,000.00		325,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	2,866,620.00		2,866,620.00		2,866,620.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	7,636,222.00		7,172,074.00		7,230,987.00
2. Unassigned/Unappropriated	9790	1,660,430.00		391,157.79		58,873.40
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		12,488,272.00		10,754,851.79		10,481,480.40

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2012-13 Projection (C)	% Change (Cols. E-C/C) (D)	2013-14 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	7,636,222.00		7,172,074.00		7,230,987.00
c. Unassigned/Unappropriated	9790	1,660,430.00		391,157.79		58,873.40
(Enter current year reserve projections in Column A, and other reserve projections in Columns C and E for subsequent years 1 and 2)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves (Sum lines E1a thru E2c)		9,296,652.00		7,563,231.79		7,289,860.40
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
B1d Teachers formerly paid out of ARRA/Educ Jobs Fund \$8,839,753. B10 Amounts of unidentified cuts that will be needed to offset deficit spending.						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2012-13 Projection (C)	% Change (Cols. E-C/C) (D)	2013-14 Projection (E)
A. REVENUES AND OTHER FINANCING SOURCES						
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
1. Revenue Limit Sources	8010-8099	5,505,360.00	0.00%	5,505,360.00	0.00%	5,505,360.00
2. Federal Revenues	8100-8299	29,638,280.00	-49.30%	15,025,534.00	0.00%	15,025,534.00
3. Other State Revenues	8300-8599	35,808,140.00	-3.35%	34,610,113.00	2.71%	35,548,298.00
4. Other Local Revenues	8600-8799	1,034,590.00	0.00%	1,034,590.00	0.00%	1,034,590.00
5. Other Financing Sources	8900-8999	50,174,625.00	1.20%	50,776,666.00	1.10%	51,335,514.00
6. Total (Sum lines A1 thru A5)		122,160,995.00	-12.45%	106,952,263.00	1.40%	108,449,296.00
B. EXPENDITURES AND OTHER FINANCING USES						
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
1. Certificated Salaries						
a. Base Salaries				42,576,248.00		33,749,112.00
b. Step & Column Adjustment				638,644.00		505,193.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(9,465,780.00)		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	42,576,248.00	-20.73%	33,749,112.00	1.50%	34,254,305.00
2. Classified Salaries						
a. Base Salaries				27,702,439.00		28,159,688.00
b. Step & Column Adjustment				457,249.00		563,194.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	27,702,439.00	1.65%	28,159,688.00	2.00%	28,722,882.00
3. Employee Benefits	3000-3999	24,638,550.00	-12.40%	21,583,910.00	0.83%	21,762,398.00
4. Books and Supplies	4000-4999	8,256,322.00	-34.73%	5,388,781.00	-27.77%	3,892,330.00
5. Services and Other Operating Expenditures	5000-5999	11,607,510.00	-17.84%	9,537,131.00	1.89%	9,717,358.00
6. Capital Outlay	6000-6999	100,000.00	200.00%	300,000.00	0.00%	300,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	6,791,962.00	0.00%	6,791,962.00	0.00%	6,791,962.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	3,157,885.00	-4.74%	3,008,061.00	0.00%	3,008,061.00
9. Other Financing Uses	7600-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				0.00		0.00
11. Total (Sum lines B1 thru B10)		124,830,916.00	-13.07%	108,518,645.00	-0.06%	108,449,296.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)						
		(2,669,921.00)		(1,566,382.00)		0.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		4,236,303.00		1,566,382.00		0.00
2. Ending Fund Balance (Sum lines C and D1)		1,566,382.00		0.00		0.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	1,566,382.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance						
(Line D3f must agree with line D2)						
		1,566,382.00		0.00		0.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2012-13 Projection (C)	% Change (Cols. E-C/C) (D)	2013-14 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated Amount	9790					
(Enter current year reserve projections in Column A, and other reserve projections in Columns C and E for subsequent years 1 and 2)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
B1d Teachers paid under ARRA/Educ Jobs Fund who will be paid out of Unrestricted in 2012-13 and 2013-14 total \$8,839,753. Extra assignments in Restricted programs not continuing is \$626,027.						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2012-13 Projection (C)	% Change (Cols. E-C/C) (D)	2013-14 Projection (E)
A. REVENUES AND OTHER FINANCING SOURCES						
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
1. Revenue Limit Sources	8010-8099	260,611,410.00	1.47%	264,435,048.79	1.70%	268,924,437.61
2. Federal Revenues	8100-8299	30,556,070.00	-47.82%	15,943,324.00	0.00%	15,943,324.00
3. Other State Revenues	8300-8599	67,905,381.00	-1.07%	67,175,833.00	2.16%	68,625,477.00
4. Other Local Revenues	8600-8799	5,390,377.00	0.58%	5,421,377.00	0.61%	5,454,423.00
5. Other Financing Sources	8900-8999	2,758,297.00	-15.59%	2,328,297.00	0.00%	2,328,297.00
6. Total (Sum lines A1 thru A5)		367,221,535.00	-3.25%	355,303,879.79	1.68%	361,275,958.61
B. EXPENDITURES AND OTHER FINANCING USES						
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
1. Certificated Salaries						
a. Base Salaries				192,829,503.00		200,161,051.00
b. Step & Column Adjustment				2,892,443.00		3,001,372.00
c. Cost-of-Living Adjustment				5,065,132.00		1,942,416.00
d. Other Adjustments				(626,027.00)		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	192,829,503.00	3.80%	200,161,051.00	2.47%	205,104,839.00
2. Classified Salaries						
a. Base Salaries				56,358,885.00		58,056,130.00
b. Step & Column Adjustment				1,021,956.00		1,151,150.00
c. Cost-of-Living Adjustment				675,289.00		275,621.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	56,358,885.00	3.01%	58,056,130.00	2.46%	59,482,901.00
3. Employee Benefits	3000-3999	79,122,774.00	-0.78%	78,507,460.00	1.22%	79,467,315.00
4. Books and Supplies	4000-4999	13,344,174.00	-36.19%	8,515,010.00	-16.13%	7,141,194.00
5. Services and Other Operating Expenditures	5000-5999	29,579,193.00	-6.73%	27,587,481.00	1.95%	28,126,531.00
6. Capital Outlay	6000-6999	360,000.00	55.56%	560,000.00	0.00%	560,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	10,815,129.00	0.00%	10,815,129.00	0.00%	10,815,129.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(598,579.00)	0.00%	(598,579.00)	0.00%	(598,579.00)
9. Other Financing Uses	7600-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				(25,000,000.00)		(28,550,000.00)
11. Total (Sum lines B1 thru B10)		381,811,079.00	-6.08%	358,603,682.00	0.82%	361,549,330.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)						
		(14,589,544.00)		(3,299,802.21)		(273,371.39)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		28,644,198.00		14,054,654.00		10,754,851.79
2. Ending Fund Balance (Sum lines C and D1)		14,054,654.00		10,754,851.79		10,481,480.40
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	325,000.00		325,000.00		325,000.00
b. Restricted	9740	1,566,382.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	2,866,620.00		2,866,620.00		2,866,620.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	7,636,222.00		7,172,074.00		7,230,987.00
2. Unassigned/Unappropriated	9790	1,660,430.00		391,157.79		58,873.40
f. Total Components of Ending Fund Balance						
(Line D3eF must agree with line D2)						
		14,054,654.00		10,754,851.79		10,481,480.40

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2012-13 Projection (C)	% Change (Cols. E-C/C) (D)	2013-14 Projection (E)
E. AVAILABLE RESERVES (Unrestricted except as noted)						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	7,636,222.00		7,172,074.00		7,230,987.00
c. Unassigned/Unappropriated	9790	1,660,430.00		391,157.79		58,873.40
d. Negative Restricted Ending Balances (Negative resources 2000-9999) (Enter projections)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1 thru E2b)		9,296,652.00		7,563,231.79		7,289,860.40
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		2.43%		2.11%		2.02%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	No					
b. If you are the SELPA AU and are excluding special education pass-through funds: 1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)		0.00		0.00		0.00
2. District ADA Used to determine the reserve standard percentage level on line F3d (Column A: Form AI, Estimated P-2 ADA column, lines 1-4 and 22; enter projections)		48,207.00		47,683.00		47,246.00
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		381,811,079.00		358,603,682.00		361,549,330.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		381,811,079.00		358,603,682.00		361,549,330.00
d. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		2%		2%		2%
e. Reserve Standard - By Percent (Line F3c times F3d)		7,636,221.58		7,172,073.64		7,230,986.60
f. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		7,636,221.58		7,172,073.64		7,230,986.60
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

Section I - Expenditures	Funds 01, 09, and 62			2011-12 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	380,975,807.00
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3330, 3340, 3355, 3360, 3370, 3375, 3385, and 3405)	All	All	1000-7999	38,786,463.00
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999 except 3801-3802	3,159.00
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	360,000.00
3. Debt Service	All	9100	5400-5450, 5800, 7430- 7439	1,307,470.00
4. Other Transfers Out	All	9200	7200-7299	4,102,275.00
5. Interfund Transfers Out	All	9300	7600-7629	0.00
6. All Other Financing Uses	All	9100	7699	0.00
		9200	7651	
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999 except 3801-3802	0.00
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	260,082.00
9. PERS Reduction	All	All	3801-3802	565,937.00
10. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C9, D1, or D2.			0.00
11. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C10)				6,598,923.00
D. Plus additional MOE expenditures:				
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	1000-7143, 7300-7439 minus 8000-8699	0.00
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			0.00
E. Total expenditures before adjustments (Line A minus lines B and C11, plus lines D1 and D2)				335,590,421.00
F. Charter school expenditure adjustments (From Section V)				0.00
G. Total expenditures subject to MOE (Line E plus Line F)				335,590,421.00

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Section II - Expenditures Per ADA		2011-12 Annual ADA/ Exps. Per ADA
A. Average Daily Attendance (Form AI, Column C, lines 1 - 4, plus line 23)*		48,660.34
B. Supplemental Instructional Hours converted to ADA (Form AI, Column C, Lines 18 and 24 - Currently not collected due to flexibility provisions of SBX3 4 as amended by SB 70)*		
C. Total ADA before adjustments (Lines A plus B)		48,660.34
D. Charter school ADA adjustments (From Section V)		0.00
E. Adjusted total ADA (Lines C plus D)		48,660.34
F. Expenditures per ADA (Line I.G divided by Line II.E)		6,896.59

Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)	Total	Per ADA
A. Base expenditures (Preloaded expenditures extracted from prior year MOE calculation). (Note: If the prior year MOE was not met, in its final determination, CDE will adjust the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	334,214,137.02	6,562.53
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section VI)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	334,214,137.02	6,562.53
B. Required effort (Line A.2 times 90%)	300,792,723.32	5,906.28
C. Current year expenditures (Line I.G and Line II.F)	335,590,421.00	6,896.59
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Met	
F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under NCLB covered programs in FY 2013-14 may be reduced by the lower of the two percentages)	0.00%	0.00%

*Interim Periods - Annual ADA not available from Form AI. For your convenience, Projected Year Totals Estimated
P-2 ADA has been preloaded. Manual adjustment may be required to reflect estimated Annual ADA.

Section IV - ARRA State Fiscal Stabilization Fund (SFSF) Expenditures and/or Education Jobs Fund Expenditures to Meet MOE Requirement (If both amounts in Line D of Section III are positive)

SFSF Expenditures (Resource 3200)/Education Jobs Fund Expenditures (Resource 3205)	Funds 01, 09, and 62			2011-12 Expenditures
	Goals	Functions	Objects	
A. Expenditures available to apply to deficiency:				
1. All Resource 3200 and/or Resource 3205 Expenditures	All	All	1000-7999	12,020,953.00
2. Less state and local expenditures not allowed for MOE:				
a. Community Services	All	5000-5999	1000-7999 except 3801-3802	0.00
b. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	0.00
c. Debt Service	All	9100	5400-5450, 5800, 7430-7439	0.00
d. Other Transfers Out	All	9200	7200-7299	0.00
e. Interfund Transfers Out	All	9300	7600-7629	0.00
f. All Other Financing Uses	All	9100 9200	7699 7651	0.00
g. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999 except 3801-3802	0.00
h. PERS Reduction	All	All	3801-3802	0.00
i. Supplemental expenditures made as a result of a Presidentially declared disaster.	Manually entered. Must not include expenditures previously included.			0.00
j. Total state and local expenditures not allowed for MOE calculation (Sum lines A2a through A2i)				0.00
3. Plus additional MOE expenditures:	Manually entered. Must not include expenditures previously included.			
a. Expenditures to cover deficits for student body activities				0.00
4. Total SFSF/Education Jobs Fund expenditures available to apply to deficiency (Line IV.A1 minus Line IV.A2j plus Line IV.A3a)				12,020,953.00

Section IV - ARRA State Fiscal Stabilization Fund (SFSF) Expenditures and/or Education Jobs Fund Expenditures to Meet MOE Requirement (If both amounts in Line D of Section III are positive) (continued)

Aggregate Expenditures/Per ADA Expenditures	Total	Per ADA
B. MOE deficiency amount if MOE not met Col 1 (Line III.D) and Col 2 (Line III.D x Line II.E)	0.00	0.00
C. SFSF/Education Jobs Fund expenditures applied (Using lowest amount needed) (Lowest amount in Line IV.B, up to amount available in Line IV.A4)	0.00	0.00
D. Total expenditures, with adjustments, Col 1 (Line I.G plus Line IV.C)	335,590,421.00	
E. Total expenditures per ADA, with adjustments, Col 2 (Col 1 Line IV.D divided by Line II.E)		6,896.59
F. Adjusted MOE expenditures deficiency amount, Col 1 (Line IV.B minus Line IV.C)	0.00	
G. Adjusted MOE per pupil expenditure deficiency amount, Col 2 (Line III.B minus IV.E) (If negative, then zero)		0.00
H. MOE determination with SFSF/Education Jobs Fund expenditure adjustment. (If both amounts in lines F and G are positive, MOE not met. If either column in Line IV.F or IV.G equals zero, MOE requirement has been met)	MOE Met	
I. MOE adjusted deficiency percentage, if MOE not met; otherwise zero. Col 1 (Line IV.F divided by Line III.B) and Col 2 (Line IV.G divided by Line III.B) (Funding under NCLB covered programs in FY 2013-14 may be reduced by the lower of the two percentages)	0.00%	0.00%

SECTION V - Detail of Charter School Adjustments (used in Section I, Line F and Section II, Line D)		
Charter School Name	Expenditure Adjustment	ADA Adjustment
Total charter school adjustments	0.00	0.00
SECTION VI - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)		
Description of Adjustments	Total Expenditures	Expenditures Per ADA
Total adjustments to base expenditures	0.00	0.00

Description	Principal Appt. Software Data ID	Original Budget	Board Approved Operating Budget	Projected Year Totals
BASE REVENUE LIMIT PER ADA				
1. Base Revenue Limit per ADA (prior year)	0025	6,349.18	6,349.18	6,349.18
2. Inflation Increase	0041	143.00	143.00	143.00
3. All Other Adjustments	0042, 0525, 0719	0.00	0.00	0.00
4. TOTAL, BASE REVENUE LIMIT PER ADA (Sum Lines 1 through 3)	0024	6,492.18	6,492.18	6,492.18
REVENUE LIMIT SUBJECT TO DEFICIT				
5. Total Base Revenue Limit				
a. Base Revenue Limit per ADA (from Line 4)	0024	6,492.18	6,492.18	6,492.18
b. Revenue Limit ADA	0033	49,475.42	49,475.42	49,475.42
c. Total Base Revenue Limit (Line 5a times Line 5b)	0269	321,203,332.22	321,203,332.22	321,203,332.22
6. Allowance for Necessary Small School	0489	0.00	0.00	0.00
7. Gain or Loss from Interdistrict Attendance Agreements	0272	0.00	0.00	0.00
8. Meals for Needy Pupils	0090			
9. Special Revenue Limit Adjustments	0274	634,586.00	634,596.00	634,596.00
10. One-time Equalization Adjustments	0275			
11. Miscellaneous Revenue Limit Adjustments	0276, 0659	1,055,286.00	1,053,826.45	1,053,826.45
12. Less: All Charter District Revenue Limit Adjustment	0217	0.00	0.00	0.00
13. Beginning Teacher Salary Incentive Funding	0552			
14. Less: Class Size Penalties Adjustment	0173	0.00	0.00	0.00
15. REVENUE LIMIT SUBJECT TO DEFICIT (Sum Lines 5c through 11, plus Line 13, minus Lines 12 and 14)	0082	322,893,204.22	322,891,754.67	322,891,754.67
DEFICIT CALCULATION				
16. Deficit Factor	0281	0.80246	0.80246	0.80246
17. TOTAL, DEFICITED REVENUE LIMIT (Line 15 times Line 16)	0284	259,108,880.66	259,107,717.45	259,107,717.45
OTHER REVENUE LIMIT ITEMS				
18. Unemployment Insurance Revenue	0060	4,312,844.00	3,983,678.00	3,983,678.00
19. Less: Longer Day/Year Penalty	0287	0.00	0.00	0.00
20. Less: Excess ROC/P Reserves Adjustment	0288	0.00	0.00	0.00
21. Less: PERS Reduction	0195	613,980.00	615,742.00	666,799.00
22. PERS Safety Adjustment/SFUSD PERS Adjustment	0205, 0654	0.00	0.00	0.00
23. TOTAL, OTHER REVENUE LIMIT ITEMS (Sum Lines 18 and 22, minus Lines 19 through 21)	---	3,698,864.00	3,367,936.00	3,316,879.00
24. TOTAL REVENUE LIMIT (Sum Lines 17 and 23)	0088	262,807,744.66	262,475,653.45	262,424,596.45

Description	Principal Appt. Software Data ID	Original Budget	Board Approved Operating Budget	Projected Year Totals
REVENUE LIMIT - LOCAL SOURCES				
25. Property Taxes	0587	242,737,840.00	241,535,270.00	241,535,270.00
26. Miscellaneous Funds	0588	0.00	0.00	0.00
27. Community Redevelopment Funds	0589	35,854.00	35,854.00	35,854.00
28. Less: Charter Schools In-lieu Taxes	0595	9,565,796.00	9,834,781.00	9,834,781.00
29. TOTAL, REVENUE LIMIT - LOCAL SOURCES (Sum Lines 25 through 27, minus Line 28)	0126	233,207,898.00	231,736,343.00	231,736,343.00
30. Charter School General Purpose Block Grant Offset (Unified Districts Only)	0293	0.00	0.00	0.00
31. STATE AID PORTION OF REVENUE LIMIT (Sum Line 24, minus Lines 29 and 30. If negative, then zero)	0111	29,599,846.66	30,739,310.45	30,688,253.45
OTHER ITEMS				
32. Less: County Office Funds Transfer	0458	2,479,513.00	2,479,985.00	2,479,985.00
33. Core Academic Program	9001			
34. California High School Exit Exam	9002			
35. Pupil Promotion and Retention Programs (Retained and Recommended for Retention, and Low STAR and At Risk of Retention)	9016, 9017			
36. Apprenticeship Funding	0570			
37. Community Day School Additional Funding	3103, 9007			
38. Basic Aid "Choice"/Court Ordered Voluntary Pupil Transfer	0634, 0629	0.00	0.00	0.00
39. Basic Aid Supplement Charter School Adjustment	9018	0.00	0.00	0.00
40. All Other Adjustments	---	0.34	(0.45)	(0.45)
41. TOTAL, OTHER ITEMS (Sum Lines 33 through 40, minus Line 32)	---	(2,479,512.66)	(2,479,985.45)	(2,479,985.45)
42. TOTAL, STATE AID PORTION OF REVENUE LIMIT (Sum Lines 31 and 41) (This amount should agree with Object 8011)	---	27,120,334.00	28,259,325.00	28,208,268.00
OTHER NON-REVENUE LIMIT ITEMS				
43. Core Academic Program	9001	0.00	0.00	0.00
44. California High School Exit Exam	9002	0.00	0.00	0.00
45. Pupil Promotion and Retention Programs (Retained and Recommended for Retention, and Low STAR and At Risk of Retention)	9016, 9017	0.00	0.00	0.00
46. Apprenticeship Funding	0570	0.00	0.00	0.00
47. Community Day School Additional Funding	3103, 9007	0.00	0.00	0.00

First Interim
2011-12 Projected Year Totals
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

30 66464 0000000
Form SIAI

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 6750	Transfers Out 6760	Transfers In 7350	Transfers Out 7360				
011 GENERAL FUND								
Expenditure Detail	0.00	(261,859.00)	0.00	(598,579.00)				
Other Sources/Uses Detail					2,758,297.00	0.00		
Fund Reconciliation								
091 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
101 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
111 ADULT EDUCATION FUND								
Expenditure Detail	41,630.00	0.00	86,447.00	0.00				
Other Sources/Uses Detail					0.00	908,297.00		
Fund Reconciliation								
121 CHILD DEVELOPMENT FUND								
Expenditure Detail	9,182.00	0.00	201,633.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
131 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	210,500.00	0.00	310,499.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
141 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	1,200,000.00		
Fund Reconciliation								
151 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
171 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
181 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
191 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
201 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
211 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
251 CAPITAL FACILITIES FUND								
Expenditure Detail	100.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
301 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
351 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
401 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	650,000.00		
Fund Reconciliation								
491 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
511 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
521 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
531 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
561 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
571 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
611 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		

First Interim
2011-12 Projected Year Totals
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

30 66464 0000000
Form SIAI

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund	Interfund	Due From	Due To
	Transfers In	Transfers Out	Transfers In	Transfers Out	Transfers In	Transfers Out	Other Funds	Other Funds
	6760	6760	7360	7360	8900-8929	7600-7629	9310	9610
Fund Reconciliation								

First Interim
2011-12 Projected Year Totals
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

30 66464 000000
Form SIAI

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund	Interfund	Due From	Due To
	Transfers In 6760	Transfers Out 6760	Transfers In 7360	Transfers Out 7360	Transfers In 8900-8929	Transfers Out 7600-7629	Other Funds 9310	Other Funds 9610
621 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
631 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
661 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
671 SELF-INSURANCE FUND								
Expenditure Detail	447.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
711 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
731 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
761 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
951 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
TOTALS	261,859.00	(261,859.00)	598,579.00	(598,579.00)	2,758,297.00	2,758,297.00		

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1112-27

REVENUE AND EXPENDITURE INCREASES/DECREASES

WHEREAS, the District has determined that increases in income and beginning balances of \$4,624,794 are required for the current year (2011-2012) from sources listed in Section 42602 of the Education Code of California, and

WHEREAS, the District can show just cause for the increase in expenditures and ending balance of \$4,624,794 for the current fiscal year (2011-2012).

BE IT FURTHER RESOLVED the Board of Trustees authorizes that pursuant to Section 42602 of the Education Code of California such increase in funds of \$ 0 are to be appropriated according to the following schedule:

<u>District & Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-01		GENERAL FUND	
		<u>Income Source</u>	
	9799	Reinstatements: Beginning Balance	\$ -
	8011	Revenue Limit Sources	-
	8200	Federal Revenue	367,336
	8500	State Revenue	2,792,610
	8600	Local Revenue	650,619
	8919	Interfund Transfers In	-
		Total Income	\$ 3,810,565
		<u>Expenditure Appropriation</u>	
	1000	Certificated Salaries	\$ 661,983
	2000	Classified Salaries	95,584
	3000	Employee Benefits	1,265,913
	4000	Materials & Supplies	(15,876)
	5000	Services & Other Operating Expenses	3,132,338
	6000	Capital Outlay	10,000
	7283	Transfers to JPAs	397,584
	7350	Indirect Costs	(43,328)
	9740	Legally Restricted Balances	(52,928)
	9780	Other Assignments	(1,828,815)
	9789	Reserve for Economic Uncertainties	252,304
	9790	Unassigned/Unappropriated Amount	(64,194)
		Total Expenditure Appropriation	\$ 3,810,565

<u>District & Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-11		ADULT EDUCATION	
		<u>Income Source</u>	
	9799	Reinstatements: Beginning Balance	\$ (3,236)
	8011	Revenue Limit Sources	
	8200	Federal Revenue	(4)
	8500	State Revenue	42,630
	8600	Local Revenue	95,453
	8919	Interfund Transfers In	
		Total Income	\$ 134,843
		<u>Expenditure Appropriation</u>	
	1000	Certificated Salaries	\$ 197,134
	2000	Classified Salaries	(37,965)
	3000	Employee Benefits	(61,708)
	4000	Materials & Supplies	(20,032)
	5000	Services & Other Operating Expenses	60,650
	6000	Capital Outlay	-
	9780	Other Assignments	(3,236)
		Total Expenditure Appropriation	\$ 134,843

<u>District & Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-12		CHILD DEVELOPMENT	
		<u>Income Source</u>	
	9799	Reinstatements: Beginning Balance	\$ -
	8011	Revenue Limit Sources	-
	8200	Federal Revenue	-
	8500	State Revenue	20,615
	8600	Local Revenue	630,244
	8919	Interfund Transfers In	-
		Total Income	\$ 650,859
		<u>Expenditure Appropriation</u>	
	1000	Certificated Salaries	\$ 530,739
	2000	Classified Salaries	197,017
	3000	Employee Benefits	464,904
	4000	Materials & Supplies	6,848
	5000	Services & Other Operating Expenses	44,574
	6000	Capital Outlay	
	7350	Transfer of Indirect Costs - Interfund	43,328
	7619	Interfund Transfers Out	
	9740	Legally Restricted Balances	(636,551)
		Total Expenditure Appropriation	\$ 650,859

<u>District & Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-13		FOOD SERVICES	
		<u>Income Source</u>	
	9799	Reinstatements: Beginning Balance	\$ 425,533
	8011	Revenue Limit Sources	-
	8200	Federal Revenue	-
	8500	State Revenue	-
	8600	Local Revenue	-
	8919	Interfund Transfers In	-
		Total Income	\$ 425,533
		<u>Expenditure Appropriation</u>	
	1000	Certificated Salaries	\$ -
	2000	Classified Salaries	-
	3000	Employee Benefits	-
	4000	Materials & Supplies	-
	5000	Services & Other Operating Expenses	-
	6000	Capital Outlay	-
	9740	Legally Restricted Balances	425,533
		Total Expenditure Appropriation	\$ 425,533

<u>District & Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-14		DEFERRED MAINTENANCE	
		<u>Income Source</u>	
	9799	Reinstatements: Beginning Balance	\$ -
	8011	Revenue Limit Sources	-
	8200	Federal Revenue	-
	8500	State Revenue	-
	8600	Local Revenue	-
	8919	Interfund Transfers In	-
		Total Income	\$ -
		<u>Expenditure Appropriation</u>	
	1000	Certificated Salaries	\$ -
	2000	Classified Salaries	-
	3000	Employee Benefits	-
	4000	Materials & Supplies	-
	5000	Services & Other Operating Expenses	500
	6000	Capital Outlay	-
	9740	Legally Restricted Balances	(500)
		Total Expenditure Appropriation	\$ -

<u>District & Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-20		SPECIAL RESERVE FOR OPEB	
		<u>Income Source</u>	
	9799	Reinstatements: Beginning Balance	\$ -
	8011	Revenue Limit Sources	-
	8200	Federal Revenue	-
	8500	State Revenue	-
	8600	Local Revenue	200
	8919	Interfund Transfers In	-
		Total Income	\$ 200
		<u>Expenditure Appropriation</u>	
	1000	Certificated Salaries	\$ -
	2000	Classified Salaries	-
	3000	Employee Benefits	-
	4000	Materials & Supplies	-
	5000	Services & Other Operating Expenses	-
	6000	Capital Outlay	-
	9740	Legally Restricted Balances	200
		Total Expenditure Appropriation	\$ 200

<u>District & Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-68		WORKERS COMPENSATION	
		<u>Income Source</u>	
	9799	Reinstatements: Beginning Balance	\$ 250,000
	8011	Revenue Limit Sources	-
	8200	Federal Revenue	-
	8500	State Revenue	-
	8600	Local Revenue	-
	8919	Interfund Transfers In	-
		Total Income	\$ 250,000
		<u>Expenditure Appropriation</u>	
	1000	Certificated Salaries	\$ -
	2000	Classified Salaries	3,202
	3000	Employee Benefits	2,803
	4000	Materials & Supplies	-
	5000	Services & Other Operating Expenses	128,885
	9790	Unrestricted Net Assets	115,110
		Total Expenditure Appropriation	\$ 250,000

<u>District & Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-69		HEALTH & WELFARE	
		<u>Income Source</u>	
	9799	Reinstatements: Beginning Balance	\$ (400,699)
	8011	Revenue Limit Sources	-
	8200	Federal Revenue	-
	8500	State Revenue	-
	8600	Local Revenue	145
	8919	Interfund Transfers In	-
		Total Income	\$ (400,554)
		<u>Expenditure Appropriation</u>	
	1000	Certificated Salaries	\$ -
	2000	Classified Salaries	(17,415)
	3000	Employee Benefits	(7,376)
	4000	Materials & Supplies	-
	5000	Services & Other Operating Expenses	1,247
	9790	Unrestricted Net Assets	(377,010)
		Total Expenditure Appropriation	\$ (400,554)

<u>District & Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-70		PROPERTY & LIABILITY	
		<u>Income Source</u>	
	9799	Reinstatements: Beginning Balance	\$ (246,652)
	8011	Revenue Limit Sources	-
	8200	Federal Revenue	-
	8500	State Revenue	-
	8600	Local Revenue	-
	8919	Interfund Transfers In	-
		Total Income	\$ (246,652)
		<u>Expenditure Appropriation</u>	
	1000	Certificated Salaries	\$ -
	2000	Classified Salaries	14,213
	3000	Employee Benefits	8,705
	4000	Materials & Supplies	-
	5000	Services & Other Operating Expenses	124,789
	9790	Unrestricted Net Assets	(394,359)
		Total Expenditure Appropriation	\$ (246,652)

AYES: ()

NOES ()

ABSENT ()

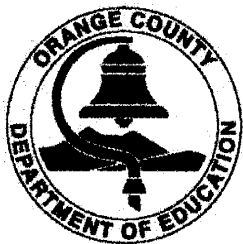
ABSTAIN ()

I, Joseph M. Farley, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting thereof on the 12th day of December, 2011, by a roll call vote of said Board.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 12th day of December, 2011.

John M. Alpay, Clerk

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



October 21, 2011

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**

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WILLIAM M. HABERMehl
County Superintendent
of Schools

LYNN APRIL HARTLINE
Deputy Superintendent

JOHN L. NELSON
Associate Superintendent

**ORANGE COUNTY
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

ELIZABETH PARKER

LONG PHAM, PH.D.

KEN L. WILLIAMS, D.O.

To: Assistant Superintendents, Business Services
Assistant Superintendents, Human Resources
Assistant Superintendents, Instructional Services
Directors, Business Services
Directors, Special Education Services
ROC/PS

From: Wendy Benkert, Ed.D., Assistant Superintendent
Business Services

Subject: 2011-12 First Interim Advisory

Since May 2008, County Office Chief Business Officials have been working with various statewide educational organizations to craft common messages and to advise school districts on assumptions for budget and interim reports. The attached advisory provides guidance for the development of school districts' First Interim Reports and multi-year projections and is based upon the 2011-12 Enacted State Budget and subsequent legislation.

If you have any questions or concerns regarding this information, please contact me at (714) 966-4229.

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Enclosures

Attachment 3

Orange County Budget Advisory

2011-12 First Interim Report and Related Multi-year Projections

October 21, 2011

BACKGROUND

Since May 2008, County Office Chief Business Officials have been working with various statewide education organizations to craft common messages and to advise school districts on assumptions for budget and interim reports. Our goal is to have as consistent a county office message as possible to school districts. This edition provides guidance for the 2011-12 First Interim Report and related Multi-Year Projections (MYPs). The advice contained in this version incorporates the changes since the "Enacted State Budget for the 2011-12 Budget Common Message" which was issued on July 13, 2011.

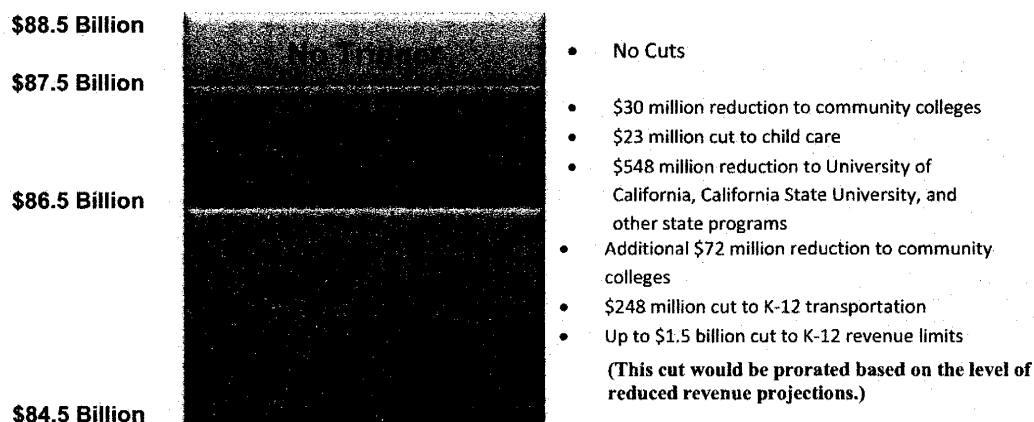
On June 30, 2011, Governor Brown signed the State Budget Act, Senate Bill (SB) 87, Chapter 33, Statutes of 2011, and the Education Trailer Bill, Assembly Bill (AB) 114, Chapter 43, Statutes of 2011. As a reminder, the 2011-12 First Interim Report will continue to include MYP's.

"TRIGGER LANGUAGE"

- The AB 114 "trigger language" provisions reference Education Code 42127 which specifies requirements for a school district's adoption of the annual budget. The "trigger language" does not reference Education Codes 42130, 42131, 42132 and 42133 which specifies requirements for a school district's interim reports. Therefore, school districts should include the multi-year projections for 2012-13 and 2013-14 with the 2011-12 First Interim Report submission.
- AB 114 enacted "trigger language" that automatically implements reductions to K-12 education if state revenue forecasts of \$88.5 billion are not met. Following is a formula for calculating the reductions implemented by the "trigger language."
 - If revenues for the year are estimated to be less than \$1 billion below the forecast (\$87.5 billion), then no changes are required.
 - If revenues fall between \$1 billion (\$87.5 billion) and \$2 billion (\$86.5 billion) lower, then a series of additional cuts are triggered, including a \$23 million across-the-board cut to child care and a \$30 million reduction to community colleges, accompanied by a \$10 increase to student enrollment fees (this is on top of the \$10 increase included in the first Budget bill).
 - If revenues fall more than \$2 billion (\$86.5 billion), then the state will impose additional cuts to public education of up to \$1.9 billion: a 4% reduction to revenue limits; a \$248 million cut to school transportation; and a \$73 million reduction to community colleges.
 - In addition, the revenue limit reductions would be proportional to the amount of the revenue shortfall. For example, if the shortfall is \$3 billion, then the revenue limit reduction would be 2% rather than the 4% that would apply if revenues fall \$4 billion or more below estimates.

- Below is the chart that illustrates the implementation of the “trigger language” provisions.

Summary of Potential “Trigger” Cuts if State Revenue Assumptions Are Not Met



Note: The Trigger II requires a drop of more than \$2 billion which equals a 2.26% drop in state revenues from \$88.5 billion to \$86.5 billion.

Note: Chart and language courtesy of School Services of California.

- Contingent upon reductions authorized by the “trigger language” being implemented, AB 114 provides the authority for local school boards to negotiate the reduction of the school year by 7 days to a minimum of 168 instructional days.

There are many factors both, economic and others, that will affect the final outcome of the potential implementation of the “trigger language.” Unfortunately, any changes to current law, should the trigger be pulled, will not be known prior to the school district’s submittal of the 2011-12 First Interim Report, due to our office by December 15, 2011. Following are specific economic and other factors that could impact the implementation of the “trigger language.”

ECONOMIC FACTORS

- Economic forecasts will be released by the Legislative Analyst Office (LAO) in mid-November and the Department of Finance (DOF) by December 15, 2011. The higher of the two agency’s forecasts will be used to determine if the “trigger language” is to be implemented. Absent further enactments that change existing statutes, and if the specified conditions for the “trigger language” provisions are met, the reductions will occur without any further action by the Legislature or the Governor.
- Economists with the UCLA Anderson Forecast released their quarterly forecast on September 20, 2011. This forecast indicates that both the national and state economy has stalled. This forecast is more pessimistic than the previous forecast.

- The Department of Finance reports that the year-to-date (July 2011 through September 2011) state revenues are down 3.4% for a loss of \$654 million from the expected \$19.39 billion. This is the fourth straight month that state revenues fell short of budgeted levels.
- The State's unemployment figures for August 2011 rose to 12.1%, which reflects an increase in the rate for the third straight month. This compares to the national unemployment rate of 9.1%.

OTHER FACTORS

- The "trigger language" applies to 2011-12. There continues to be a structural deficit that the State needs to address for 2012-13.
- While the Governor has expressed a clear intention to implement the "trigger language" if the required criteria is met, the Democrats have concerns about the implementation of the "trigger language."
- A Field Poll released September 19, 2011, reflects disapproval of the "trigger language" by the public.
- Education organizations continue to lobby the Legislature and Governor to not implement the "trigger language." School districts do not have the necessary tools to implement mid-year cuts due to actions taken by the Legislature and Governor.

Based on the uncertainty of the implementation of the "trigger language," we recommend the following guidance:

- It is expected that school districts will maintain "best fiscal practices."
- MYPs are required with the First Interim Report.
- School districts should "plan for the worst case scenario and hope for the best." Financial projections should consider contingency plans for the possible implementation of the "trigger language."
- School districts should begin or continue negotiations in order to develop contingency language in the event that the imposition of mid-year cuts necessitates reducing the instructional year.
- School districts should consider waiting to restore any expenditure cuts until after a final decision on mid-year reductions and the Governor's 2012-13 Proposed Budget.
- School districts must carefully review their MYPs for one-time revenues and note the ending date of the revenues to avoid over projecting those revenues.
- Cash flow becomes a critical consideration. School districts may find it more difficult to issue tax revenue anticipation notes (TRANS) and the cost of any borrowing will likely increase.

THE FOLLOWING SECTIONS PROVIDE MORE DETAILED ADVICE RELATIVE TO CHANGES SINCE THE ENACTED STATE BUDGET COMMON MESSAGE DATED JULY 13, 2011:

Revenue Limit and Cost of Living Adjustments (COLAs)

AB 114 added Education Code Section 42127(a)(1)(A) which includes a requirement that “each school district shall project the same level of revenue per unit of average daily attendance as it received in the 2010-11 fiscal year.” This applied only to the 2011-12 annual budget and not to the 2011-12 interim reports. We recommend that school districts use the School Services of California (SSC) Dartboard (see Attachment A), which was updated September 12, 2011 based on the 2011-12 post AB 114 prohibitions in the development of their 2011-12 First Interim Report and the related MYPs for 2012-13 and 2013-14. Please note the information relative to the “trigger language.” Also note footnote 1 relative to the statutory COLA, which reads, “While a positive statutory COLA is projected for 2012-13, the State’s ability to fund it is suspect. Districts should have a contingency plan if the state decides not to fund the COLA.”

Special Education Maintenance of Effort

The Special Education Maintenance of Effort (SEMOE) reports are required to determine if a special education local plan area (SELPA) or a local educational agency (LEA) met the maintenance of effort (MOE) required by the federal Individuals with Disabilities Education Act (IDEA).

First Interim provides an opportunity for LEAs to determine compliance with this requirement. The Standardized Account Code Structure (SACS) software includes the ability to test for MOE during the fiscal year on projected expenditures versus 2010-11 actuals. There are two planning opportunities; verify MOE for the upcoming year end for 2011-12 actuals versus 2010-11 actuals, and a required update if the most recent MOE compliance was not met for the 2011-12 budget versus 2010-11 actuals. For example, an adjustment in the 2011-12 budget to ensure compliance. Non-compliance with MOE is an impact on federal funding through a reduction of funds. This check and update affords a chance to remedy the situation to reduce the risk of a loss in funding.

Child and Adult Care Food Programs

The California Department of Education (CDE) Nutrition Services Division issued Management Bulletin NCD-CACFP-04-2011, dated June 2011 relative to contracting out for management functions in the Child and Adult Care Food Program. The Management Bulletin reminds all institutions participating in the Child and Adult Care Food Program (CACFP) that institutions may not contract with another company for all management functions. This includes a school district contracting with another school district or county office for these functions.

Transportation

The Statutes are not clear relative to any formula to be used for the “trigger language” cuts to transportation, both regular education and special education transportation. A formula will be determined by the Department of Finance should the “trigger language” be implemented. As a way of estimating the impact, a school district could calculate the potential cuts by the following formula:

- 2011-12 transportation apportionment times 50% divided by 2011-12 estimated second period (P-2) average daily attendance (ADA) equals potential loss per ADA.

Also note that a school district must expend 100% of the 2011-12 transportation entitlement (the amount before the 19.84% cut is applied) on transportation during 2011-12 in order to receive the same amount of funding for future years. The CDE is aware of this provision and is reviewing the possibility of a waiver should there be reductions due to the “trigger language” implementation.

Basic Aid School Districts

For 2011-12 and 2012-13, the State Budget provides for a reduction to state categorical funds provided to a basic aid school district in an amount equal to 8.92% of its revenue limit, commonly known as the "fair share" cut. A school district receives a fair share cut based on the district's basic aid status at the Second Principal Apportionment in the prior year. This means that for a school district to be subject to the 8.92% cut in 2011-12, it must be a basic aid district in 2010-11. If a school district becomes basic aid in 2011-12, it will be "subject" to the fair share cut in 2012-13. However, in no event would that reduction be more than the amount of local revenues that exceed the district's revenue limit.

Additionally, basic aid school districts should also be prepared to take their share of any "trigger language" reductions and should develop contingency plans accordingly.

Property Taxes

The initial 2011-12 secured tax levy for your school district is available at the Orange County Auditor-Controller's web site: <http://www.ttc.ocgov.com/acledger/index.asp>. We expect to receive the 2011-12 P-1 property tax estimates in mid-November.

Interest Yield Projections

The current interest yield projection for 2011-12 is 0.40%. This projection is provided by the Orange County Treasurer-Tax Collector and is based on the current yield environment taking into account any possible action from the Federal Open Market Committee. This information is updated throughout the year by the Orange County Treasurer.

Cash Related to Redevelopment Agencies (RDAs)

Assembly Bill 26 of the 2011-12 First Extraordinary Session (ABX1 26) eliminated redevelopment agencies. The budget assumes that payments to schools will total \$1.7 billion in 2011-12 reflecting an offset to the General fund and comes to LEAs as property tax payments. The shift in the funds from Proposition 98 (Prop 98) through this re-benching mechanism reduces the availability of the cash to flow through as apportionments to LEAs. The current apportionment schedule incorporates the loss of the \$1.7 billion in Prop 98 funds. This shift in the funds should be taken into consideration for cash flow projections. Please note that there is pending litigation in the courts on this issue.

CASH MANAGEMENT

Intra-Year Principal Apportionment Deferrals

2011-12

SB 82 was chaptered on March 24, 2011 and allows for intra-year deferrals in the 2011-12 fiscal year. The intra-year deferrals from SB 82 are as follows:

Timeframe	Deferral Amount
July 2011 to September 2011	\$700 million
July 2011 to January 2012	\$700 million (\$541 million was actually deferred)
August 2011 to January 2012	\$1.4 billion (\$1.2 billion was actually deferred)
October 2011 to January 2012	\$2.4 billion (\$2.2 billion from Principal Apportionment and the difference is a 100% deferral of the October consolidated categoricals payment plus a 7% deferral of the October Instructional Materials Realignment Program (IMFRP) payment)
March 2012 to April 2012	\$1.4 billion (\$837 million from Principal Apportionment and the difference will come from a 100% deferral of the March consolidated categoricals payment plus a 100% deferral of the March Economic Impact Aid (EIA) payment)

Inter-Year Principal Apportionment Deferrals

Please refer to the table below for a list of principal apportionment inter-year deferrals. The percentage of principal apportionment funds deferred across fiscal years in 2011-12 is 39%. **See Attachment B for a graphic illustration of all principal apportionment deferrals both intra-year and inter-year.**

2011-12	
Deferral Amount	Timeframe
\$2.0 billion	February 2012 to July 2012
\$1.3 billion	March 2012 to August 2012
\$763.8 million	April 2012 to August 2012
\$419 million	April 2012 to July 2012
\$678.6 million	April 2012 to August 2012
\$800 million	May 2012 to July 2012
\$1.0 billion	May 2012 to August 2012
\$2.5 billion	June 2012 to July 2012
\$9.4 billion	Deferred across fiscal years

Also note that changes in property valuations can significantly affect cash flow. Also, the change in status from a Revenue Limit school district to a Basic Aid school district will impact the receipt of cash from monthly to primarily December and April.

Other Inter-Year Payment Deferrals

In addition to the inter-year principal apportionment payment deferrals, there are three inter-year deferrals applicable to K-3 Class Size Reduction, School Safety Violence Prevention, and Targeted Instructional Improvement Grant. The deferral amounts are listed below:

- \$550 million for K-3 Class Size Reduction (CSR)
- \$38.7 million for School Safety Violence Prevention
- \$100.1 million for the Targeted Instructional Improvement Grant

Apportionment Schedules

In addition to apportionment deferrals, the State of California modified the principal apportionment payment schedules in 2009-10 to enhance the State's cash position in future years. In light of the reduced and deferred apportionments and change in timing of distribution of funds from the State, a great deal of emphasis must be placed on cash flow analysis and monitoring.

Please note that the principal apportionment deferrals will impact each school district differently depending upon: (1) the amount of State Aid revenue limit funding that each district receives and (2) the principal apportionment schedule that is dictated by Education Code Section 14041. There are three separate principal apportionment schedules outlined in Education Code Section 14041(a). Most LEAs in California receive apportionments that are in accordance with Education Code Section 14041(a)(1)(2)(3)(4). However, there are a small number of districts in California that receive apportionments in accordance with Education Code Section 14041(a)(7) or Education Code Section 14041(a)(8). The Education Code Section 14041(a)(7) principal apportionment schedule applies to school districts that reported less than 5,000 units of average daily attendance in the 1979-80 fiscal year and that received 39 percent or more, but less than 75 percent, of their total revenue limits from local property taxes in that fiscal year. In Orange County, most LEAs are paid on the Education Code 14041(a)(1)(2)(3)(4) schedule (see attachment C-1) and three school districts (Buena Park Elementary,

Brea Olinda Unified, and Laguna Beach Unified) are paid according to Education Code 14041(a)(7) (see attachment C-2).

We have always stressed the importance of maintaining appropriate reserves. These cash management challenges make it even more imperative that we consider reserve levels greater than the minimums required within the State's Criteria and Standards. Reserves are especially critical in order to meet cash flow needs that guarantee the ability to adequately meet payrolls and other obligations.

RESERVE FOR ECONOMIC UNCERTAINTIES

The revised 2009-10 Enacted Budget lowered the minimum reserve requirement levels for economic uncertainties to 1/3 the percentage level adopted by the State Board as of May 1, 2009. SB 70 extended this provision for both 2010-11 and 2011-12. However, school districts are required to make progress in the 2012-13 fiscal year to return to compliance with the specified standards and criteria adopted by the State Board. By fiscal year 2013-14, school districts must meet compliance and restore the reserves to the percentage adopted by the State Board as of May 1, 2009. We believe that the percentages established in the Criteria and Standards for reserves prior to the current Enacted Budget are the BARE MINIMUM. Moreover, once the minimum reserve levels are reduced, it would take budget reductions of twice the amount of the lowered reserve levels to fully restore the reserve by June 30, 2014. With the continued deferral of apportionments, it is more critical than ever to maintain higher levels of reserves for cash flow purposes. Remember that a school district needs a state loan when they run out of cash and do not have any other borrowing options even if the school district has a positive fund balance.

County offices of education and basic aid school districts are advised to maintain reserves much greater than the State required minimum because they do not have the prior year ADA protection provided to school districts under Education Code 42238.5, whereby revenue limit funding is based on ADA for either the current or prior fiscal year, whichever is greater.

NEGOTIATIONS

When considering a multi-year contract, school districts need to be very flexible and have appropriate contingency language, such as basing compensation increases on actual ending balance, "funded COLA" or "effective COLA." Also recognize that there may be different COLAs and deficits for revenue limits versus categorical programs and this should be considered during negotiations.

It is also important to note that the 2011-12 Enacted State Budget provides flat funding, but AB 114 incorporated "trigger language" reducing revenue limit apportionments if state revenues do not reach a specified level. School districts need to consider this as they negotiate changes to collective bargaining agreements.

SUMMARY

We recognize that these are extraordinary economic times and it is difficult to gauge the future. School district budgets should be managed with an eye to the significant downside risk created by the State's ongoing structural deficit. In these times of great economic and budgetary uncertainty, school districts need reserves that are much greater than the minimum.

It is recommended that school districts continue to be cautious and focus on a multi-year strategy when recommending decisions and obtaining agreements. Attention should be focused on the multi-year projections for 2012-13 and beyond. School districts should "plan for the worst, but hope for the best", and develop financial projections accordingly.

We understand how difficult it is for school districts to deal with the increased pressures, significantly reduced funding, apportionment deferrals, and the uncertainty associated with a volatile economy. It is important that school districts be proactive through developing contingency plans that allow the most flexibility possible.

SSC School District and County Office Financial Projection Dashboard Post AB 114 Prohibitions (September 12, 2011)

This version of SSC's Financial Projection Dashboard is based on the Adopted 2011-12 State Budget. The provisions of Assembly Bill (AB) 114 that prohibited school districts from budgeting for possible midyear trigger reductions applied to only district budget adoptions—they do not apply to the interim reports. We have, therefore, updated the planning factors accordingly. We rely on various state agencies and outside sources in developing these factors, but we assume responsibility for them with the understanding that they are, at best, general guidelines.

Factor	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
Statutory COLA (applies to K-12 and COE Revenue Limits)	-0.39%	2.24%	3.10% ¹	2.80%	3.00%	3.20%
K-12 Revenue Limit Deficit %	17.963%	19.754%	19.754%	19.754%	19.754%	19.754%
COE Revenue Limit Deficits %	18.250%	20.041%	20.041%	20.041%	20.041%	20.041%
Revenue Limit Trigger Cuts (one-time) ² :						
Elementary	—	-\$250 per ADA	—	—	—	—
Unified		-\$260 per ADA				
High		-\$300 per ADA				
Home-to-School and Special Education Transportation Trigger Cuts (one-time) ³	—	-50%	—	—	—	—
Net Revenue Limit Change: K-12	5.17%	0.00%	3.10%	2.80%	3.00%	3.20%
COEs	5.17%	0.00%	3.10%	2.80%	3.00%	3.20%
Special Education COLA (on state and local share only)	0.00%	0.00%	3.10%	2.80%	3.00%	3.20%
State Categorical Funding (including adult education and ROC/P)						
Tier I	0.00%	0.00%	3.10%	2.80%	3.00%	3.20%
Tier II	0.00%	0.00%	3.10%	2.80%	3.00%	3.20%
Tier III	0.00%	0.00%	3.10%	2.80%	3.00%	3.20%
California CPI	1.80%	3.20%	2.80%	3.00%	3.10%	3.30%
California Lottery	Base	\$111.75	\$111.75	\$111.75	\$111.75	\$111.75
	Proposition 20	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
Interest Rate for Ten-Year Treasuries	3.10%	3.50%	4.00%	4.10%	4.20%	4.40%

ESTIMATED STATEWIDE AVERAGE BASE REVENUE LIMITS PER ADA "UNDEFICITED"			
Year	Elementary	High School	Unified
2010-11 Statewide Average (est.)	\$6,110	\$7,340	\$6,392
2011-12 Inflation Increase @ 2.24% COLA	\$137	\$164	\$143
2011-12 Statewide Average (est.)	\$6,247	\$7,504	\$6,535

2011-12 BUDGET ACT ESTIMATED CHARTER SCHOOL RATES				
	K-3	4-6	7-8	9-12
General Purpose Block Grant (will change at each apportionment)	\$5,077	\$5,153	\$5,306	\$6,148
Categorical Block Grant (est.) ⁴	\$410	\$410	\$410	\$410
Total	\$5,487	\$5,563	\$5,716	\$6,558

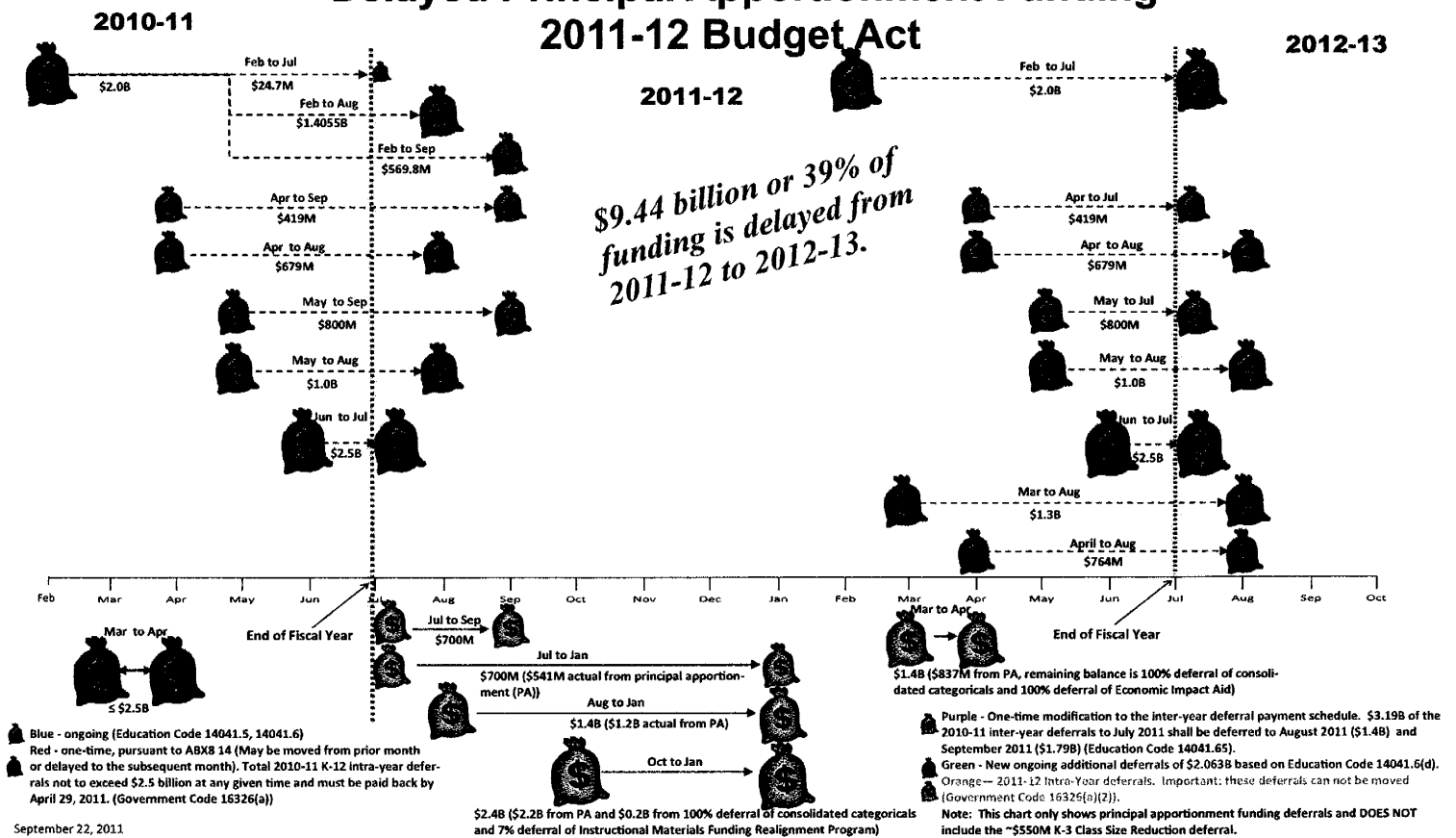
¹ While a positive statutory COLA is projected for 2012-13, the state's ability to fund it is suspect. Districts should have a contingency plan if the state decides not to fund the COLA.

² The Budget Act provides for trigger reductions if state revenues are projected to fall short of the budgeted level. The average maximum reductions to revenue limit funding are about \$260 per ADA for unified school districts, \$300 per ADA for high school districts, and \$250 per ADA for elementary school districts.

³ The Budget Act provides for trigger reductions if state revenues are projected to fall short of the budgeted level. These reductions include cuts of up to 50% of a district's Home-to-School and special education transportation funding.

⁴ The Charter School Categorical Block Grant rates do not include Economic Impact Aid funding, which is provided separately. In addition, for charter schools that began operation in or after 2008-09, there is an additional amount per ADA in supplemental categorical block grant funding.

Delayed Principal Apportionment Funding 2011-12 Budget Act



Principal Apportionment Schedule - EC 14041(a)(1)(2)(3)(4)

ATTACHMENT C-1

	2011-12												2012-13	
	Advance						P-1				P-2		Advance	
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
E.C. Section 14041(a)(1)(2)(3)(4)	5.00%	5.00%	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%	5.00%	5.00%
Percentage Paid in Current Month	0.00%	0.00%	9.00%	0.00%	9.00%	9.00%	9.00%	0.50%	0.00%	1.09%	1.50%	0.00%	5.00%	5.00%
Deferred from July Advance			2.70%				2.30%							
Deferred from August Advance							5.00%							
Deferred from October Advance							9.00%							
Deferred from February P-1	0.10%	5.73%	2.32%										8.50%	
Deferred from March P-1										3.51%				5.49%
Deferred from April P-1		2.77%	1.71%										1.79%	6.12%
Deferred from May P-1		3.61%	3.07%										3.31%	4.19%
Deferred from June P-2	9.00%												9.00%	
Total Received from Current Year	0.00%	0.00%	11.70%	0.00%	9.00%	9.00%	25.30%	0.50%	0.00%	4.60%	1.50%	0.00%	5.00%	5.00%
Total Received from Prior Year	9.10%	12.10%	7.10%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	22.60%	15.80%
Grand Total Received	9.10%	12.10%	18.80%	0.00%	9.00%	9.00%	25.30%	0.50%	0.00%	4.60%	1.50%	0.00%	27.60%	20.80%

Cumulative E.C. Section 14041 5/5/9			
2010-11 Cumulative Principal Apportionments	80.79%	92.90%	100.00%
Difference			

Cumulative E.C. Section 14041	5.00%	10.00%	19.00%	28.00%	37.00%	46.00%	55.00%	64.00%	73.00%	82.00%	91.00%	100.00%	
2011-12 Cumulative Principal Apportionments	0.00%	0.00%	11.70%	11.70%	20.70%	29.70%	55.00%	55.50%	55.50%	60.10%	61.60%	84.20%	100.00%
Difference	-5.00%	-10.00%	-7.30%	-16.30%	-16.30%	-16.30%	0.00%	-8.50%	-17.50%	-21.90%	-29.40%	-38.40%	

Assumptions:

(1) For 2011-12, we assume that your 2011-12 Advance Apportionment is fixed for the entire 2011-12 fiscal year.

Legend:

Red: one-time 2010-11 Intra-year Deferrals (ABX8 14, Government Code Section 16326(a))
 Orange: one-time 2011-12 Intra-Year Deferrals (SB82, Government Code Section 16326(a)(2))
 Blue: ongoing Inter-Year Deferrals (Education Code Sections 14041.5, 14041.6)
 Green: one-time modification of Inter-Year Deferrals (SB 70, Education Code Section 14041.65)
 Yellow Highlight: Percentage of Principal Apportionment payments deferred across fiscal years.

Principal Apportionment Schedule - EC 14041(a)(7)
This applies to Buena Park, Brea Olinda Unified, and Laguna Beach Unified.

ATTACHMENT C-2

	2011-12												2012-13	
	Advance						P-1					P-2	Advance	
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Education Code Section 14041(a)(7)	15.00%	15.00%	15.00%	15.00%	0.00%	0.00%	6.00%	6.80%	6.80%	6.80%	6.80%	6.80%	15.00%	15.00%
Percentage Paid in Current Month	0.00%	0.00%	15.00%	0.00%	0.00%	0.00%	6.00%	0.41%	0.00%	0.82%	1.09%	0.00%	15.00%	15.00%
Defered from July Advance			8.10%				6.90%							
Defered from August Advance						15.00%								
Defered from September Advance														
Defered from October Advance							15.00%							
Defered from February P-1	0.08%	4.33%	1.75%										6.39%	
Defered from March P-1										2.65%				4.15%
Defered from April P-1		2.09%	1.29%										1.36%	4.62%
Defered from May P-1		3.08%	2.46%										2.52%	3.20%
Defered from June P-2	6.80%												6.80%	
Total Received from Current Year	0.00%	0.00%	23.10%	0.00%	0.00%	0.00%	42.90%	0.41%	0.00%	3.47%	1.09%	0.00%	15.00%	15.00%
Total Received from Prior Year	6.88%	9.50%	5.51%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	2.65%	0.00%	0.00%	17.07%	11.97%
Grand Total Received	6.88%	9.50%	28.61%	0.00%	0.00%	0.00%	42.90%	0.41%	0.00%	6.12%	1.09%	0.00%	32.07%	26.97%

Cumulative E.C. Section 14041			
2010-11 Cumulative Principal Apportionments	84.99%	94.49%	100.00%
Difference			

Cumulative E.C. Section 14041	15.00%	30.00%	45.00%	60.00%	60.00%	60.00%	66.00%	72.80%	79.60%	86.40%	93.20%	100.00%		
2011-12 Cumulative Principal Apportionments	0.00%	0.00%	23.10%	23.10%	23.10%	23.10%	66.00%	66.41%	66.41%	69.88%	70.96%	70.96%	88.03%	100.00%
Difference	-15.00%	-30.00%	-21.90%	-36.90%	-36.90%	-36.90%	0.00%	-6.39%	-13.19%	-16.52%	-22.24%	-29.04%		

Assumptions:

(1) For 2011-12, we assume that your 2011-12 Advance Apportionment is fixed for the entire 2011-12 fiscal year.

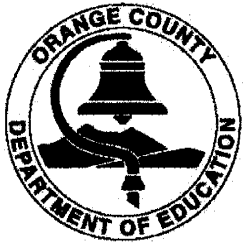
Legend:	
Red:	one-time 2010-11 Intra-year Deferrals (ABX8 14, Government Code Section 16326(a))
Orange:	one-time 2011-12 Intra-Year Deferrals (SB82, Government Code Section 16326(a)(2))
Blue:	ongoing Inter-Year Deferrals (Education Code Sections 14041.5, 14041.6)
Green:	one-time modification of Inter-Year Deferrals (SB 70, Education Code Section 14041.65)
Yellow Highlight:	Percentage of Principal Apportionment payments deferred across fiscal years.

Attachment D – Fiscal Solvency Statement

In submitting the 2011-12 First Interim Report, the Board understands its fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years.

Due to the volatility of California's economic recovery and uncertainty with education funding, it is recognized that, if necessary, the school district plans to implement between \$(_____) and \$(_____) in ongoing budget reductions in 2012-13 and an additional \$(_____) reductions in 2013-14 to maintain fiscal solvency.

With the 2011-12 Second Interim Report submission, the Board will provide a detailed budget reduction plan along with an implementation timeline.



November 21, 2011

To: Assistant Superintendents, Business Services
Directors, Business Services

From: Wendy Benkert, Ed.D., Associate Superintendent
Business Services

Subject: **Supplement to the 2011-12 First Interim Advisory – Cash Flow**

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**

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WILLIAM M. HABERMEHL
County Superintendent
of Schools

LYNN APRIL HARTLINE
Deputy Superintendent

JOHN L. NELSON
Associate Superintendent

**ORANGE COUNTY
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

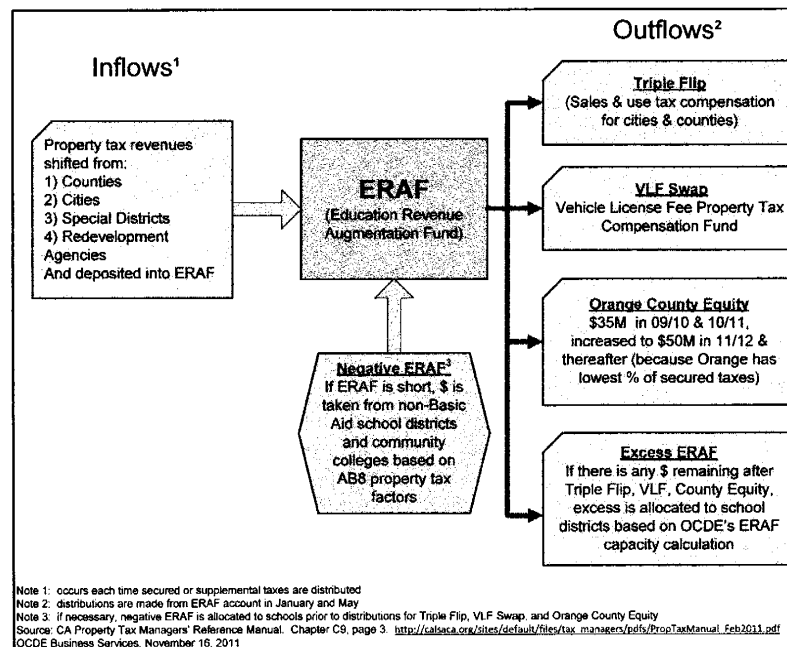
ELIZABETH PARKER

LONG PHAM, PH.D.

KEN L. WILLIAMS, D.O.

This advisory is a supplement to the 2011-12 First Interim Advisory issued by our office on October 21, 2011. Since that date, the Legislative Analysts' Office (LAO) has issued the 2012-13 Budget Fiscal Outlook Report which projects State revenues to be \$3.7 billion below the level assumed in the 2011-12 Enacted Budget. The Department of Finance (DOF) will issue an independent revenue forecast for 2011-12 and the higher of the LAO or DOF's projections will be used to determine trigger reductions for K-12 education. We recommend that school districts continue to plan for both the pupil transportation and revenue limit trigger reductions.

On November 15, 2011, the Orange County Auditor-Controller's Office supplied our office with the 2011-12 First Period (P-1) property tax estimates. The County Auditor-Controller anticipates that there will be insufficient cash in the Education Revenue Augmentation Fund (ERAF) in December 2011 and April 2012 to make the Triple Flip, Vehicle License Fee Adjustment Amount (VLFAA), and County Equity payments in January 2012 and May 2012 to cities and the County of Orange. Please see the chart below for a graphic illustration of the payment flows between ERAF, local government agencies, and school districts.



The County Auditor-Controller will be making a negative ERAF apportionment of \$110 million which will reduce the 2011-12 ad valorem property tax revenue allocated to non-basic aid school districts and community college districts to cover the cash shortfall in ERAF. The attached exhibit, which is based on data provided by the Orange County Auditor-Controller, shows the estimated impact of negative ERAF apportionments for December 2011 and April 2012 as well as the total impact for the 2011-12 fiscal year.

We are recommending that school districts update their general fund cash flow projections to reflect these recent developments as soon as possible and to submit these updated cash flow projections to our office.

Districts that have exhausted short term cash flow borrowing options may be eligible to apply for an exemption from the June to July Second Period deferral (Education Code 14041.7). Please note that applications for exemptions are due to the California Department of Education (CDE) by April 1, 2012. However, we have been informed by the CDE that the application for exemption may not be available until February 2012.

If you have any questions or concerns regarding this information, please contact me at (714) 966-4229.

cc: Superintendents

Enclosures

NEGATIVE EDUCATION REVENUE AUGMENTATION FUND (ERAF) ALLOCATION

For Preparation of Cash Flow Projections

Fiscal Year 2011-12

FUND DESCRIPTION	AMOUNT	FY 2011-12 A AB8 FACTOR	PERCENTAGE OF TOTAL FACTOR	TOTAL NEGATIVE ERAF ALLOCATION	DECEMBER 2011 NEGATIVE ERAF APPORTIONMENT	APRIL 2012 NEGATIVE ERAF APPORTIONMENT
ANAHEIM ELEM. GEN FUND	52,841,091.21	0.01399393926	0.03776359998	(4,168,478)	(1,577,936)	(2,590,542)
BUENA PARK ELEM GEN FUND	8,306,501.87	0.00219981609	0.00593635382	(655,276)	(248,048)	(407,227)
CENTRALIA ELEM GEN FUND	10,270,691.77	0.00271999373	0.00734008868	(810,225)	(306,703)	(503,522)
CYPRESS ELEM SCH GEN FUND	12,185,199.20	0.00322701394	0.00870831731	(961,255)	(363,873)	(597,381)
FOUNTAIN VALLEY ELEM GEN FUND	19,061,713.94	0.00504812563	0.01362271147	(1,503,723)	(569,219)	(934,503)
FULLERTON ELEM GEN FUND	29,797,886.71	0.00789139299	0.02129546246	(2,350,668)	(889,822)	(1,460,846)
HUNTINGTON BEACH ELEM GEN FUND	29,982,506.07	0.00794028584	0.02142740315	(2,365,232)	(895,335)	(1,469,897)
LA HABRA ELEM GEN FUND	10,732,944.57	0.00284241243	0.00767044390	(846,690)	(320,506)	(526,184)
LOWELL JOINT ELEM GEN FUND	4,230,149.87	0.00112027324	0.00302313378	(333,704)	(126,320)	(207,384)
MAGNOLIA ELEM GEN FUND	7,859,098.90	0.00208133008	0.00561661124	(619,981)	(234,688)	(385,293)
OCEAN VIEW ELEM GEN FUND	27,186,252.91	0.00719975237	0.01942902305	(2,144,644)	(811,834)	(1,332,810)
SAVANNA ELEM GEN FUND	4,557,271.11	0.00120690496	0.00325691539	(359,510)	(136,089)	(223,421)
WESTMINSTER ELEM GEN FUND	11,513,890.84	0.00304923092	0.00822855770	(908,297)	(343,827)	(564,470)
ANAHEIM UNION HIGH GEN FUND	49,950,071.02	0.01322830857	0.03569749332	(3,940,414)	(1,491,605)	(2,448,809)
FULLERTON UNION HIGH GEN FUND	40,448,013.08	0.01071187262	0.02890671919	(3,190,825)	(1,207,855)	(1,982,970)
HUNTINGTON BEACH UNION HIGH GEN FUND	73,849,162.82	0.01955752001	0.05277730226	(5,825,743)	(2,205,278)	(3,620,466)
BREA OLINDA UNIFIED GENERAL FUND	17,294,326.82	0.00458006740	0.01235962440	(1,364,299)	(516,442)	(847,857)
CAPISTRANO UNIF GEN FUND	240,826,795.69	0.06377831103	0.17211012425	(18,998,118)	(7,191,550)	(11,806,568)
GARDEN GROVE UNIF GEN FUND	66,329,889.58	0.01756618618	0.04740355204	(5,232,570)	(1,980,738)	(3,251,832)
IRVINE UNIF GEN FUND			0.00000000000	-	-	-
LAGUNA BEACH UNIF GEN FUND			0.00000000000	-	-	-
LOS ALAMITOS UNIF GEN FUND	30,227,095.96	0.00800506074	0.02160220264	(2,384,527)	(902,639)	(1,481,888)
NEWPORT-MESA UNIF GEN FUND			0.00000000000	-	-	-
ORANGE UNIFIED GENERAL FUND	113,889,654.10	0.03016146837	0.08139278048	(8,984,420)	(3,400,963)	(5,583,457)
PLACENTIA YORBA LINDA UNIF-GEN FUND	74,407,131.40	0.01970528718	0.05317606205	(5,869,760)	(2,221,940)	(3,647,820)
SADDLEBACK VALLEY UNIF GEN FUND	127,870,271.81	0.03386396411	0.09138421787	(10,087,310)	(3,818,452)	(6,268,858)
SANTA ANA UNIF GEN FUND	76,505,671.32	0.02026104482	0.05467581197	(6,035,308)	(2,284,606)	(3,750,702)
TUSTIN UNIF GEN FUND	79,501,766.93	0.02105450269	0.05681701217	(6,271,661)	(2,374,075)	(3,897,586)
COAST COMM COLLEGE GEN FUND	87,473,669.50	0.02316570665	0.06251424012	(6,900,541)	(2,612,132)	(4,288,409)
NORTH ORANGE CO COMM COLL GEN FUND	53,479,625.82	0.01416304278	0.03821993736	(4,218,851)	(1,597,004)	(2,621,846)
RANCHO SANTIAGO COMM COLL GEN FUND	38,681,557.65	0.01024406112	0.02764429794	(3,051,474)	(1,155,105)	(1,896,369)
SOUTH ORANGE CO COMM COLL DIST-GEN			0.00000000000	-	-	-
O C DEPT OF EDUCATION-GEN FUND			0.00000000000	-	-	-
TOTAL		0.37056687575	1.00000000000	\$ (110,383,502)	\$ (41,784,584)	\$ (68,598,918)

Data Source: Orange County Auditor-Controller's Office

OCDE Business Services
11/21/2011

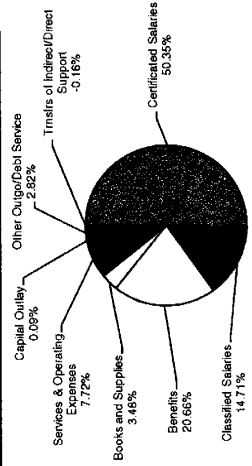
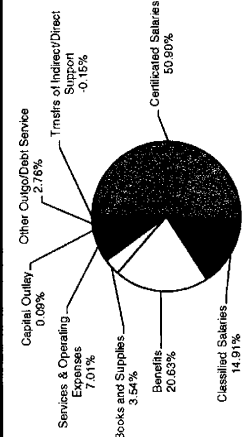
2011-2012 First Interim Report
Combined Unrestricted & Restricted General Fund

	2011-12 Unaudited Actuals	2011-2012 1st Interim	Change from UA to 1st Interim	Comments
Revenue				
Revenue Limit Sources	\$260,611,410	\$260,611,410	\$0	Education Jobs Fund \$104,136; Dept Rehabilitation \$149,991; Title II Teacher Quality \$102,779
Federal Revenue	\$30,188,734	\$30,556,070	\$367,336	Special Education \$2,297,686; ROP/P \$397,584; Partnership Academy \$79,754; OEA \$63,100; Transportation (\$42,511)
State Revenue	\$65,086,686	\$67,905,381	\$2,818,695	Gifts \$361,690; Microsoft Settlements \$270,443; Teacher Development \$121,500; Curriculum Fees \$54,000; OLSAT Fee (\$70,500); Transportation (\$57,486)
Local Revenue	\$4,739,758	\$5,390,377	\$650,619	
Total Revenue	\$360,626,588	\$364,463,238	\$3,836,650	
Expenditures				
Certificated Salaries	\$192,064,006	\$192,829,503	\$765,497	Categorical substitutes
Classified Salaries	\$56,263,301	\$56,358,885	\$95,584	Extra assignments
Benefits	\$77,856,861	\$79,122,774	\$1,265,913	Increases tied to increase in W/C rate \$821,518; other increases tied to salary
Books and Supplies	\$13,360,050	\$13,344,174	(\$15,876)	Reduction in restricted programs
Services & Operating Expenses	\$26,446,855	\$29,579,193	\$3,132,338	Mental Health consulting \$2,101,874; copier leases \$352,305; Microsoft Consulting agreements \$270,443; Site Consulting agreements \$134,652; Field Trips \$123,201; Mileage stipends \$65,478; Special Education A/RRA \$40,000
Capital Outlay	\$350,000	\$360,000	\$10,000	Furniture purchase (Gift funds)
Other Outgo/Debt Service	\$10,417,545	\$10,815,129	\$397,584	Transfer to Adult Education
Transfers of Indirect/Direct Support	(\$555,251)	(\$598,579)	(\$43,328)	Transfer from Child Development
Total Expenditures	\$376,203,367	\$381,811,079	\$5,607,712	
Other Sources and Uses				
Other Funding Sources	\$2,758,297	\$2,758,297	\$0	
Interfund Transfers Out	\$0	\$0	\$0	
Total Sources and Uses	\$2,758,297	\$2,758,297	\$0	
Beginning Fund Balance	\$28,644,197	\$28,644,198	\$1	
Audit Adjustments	\$0	\$0	\$0	
Net Incr (Decr) in Fund Balance	(\$12,818,482)	(\$14,589,544)	(\$1,771,062)	
Ending Fund Balance	\$15,825,715	\$14,054,654	(\$1,771,061)	

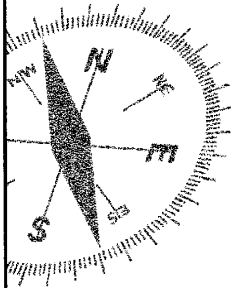
Components of Ending Fund Balance			
Revolving Cash, Stores, Prepaid	\$325,000	\$325,000	\$0
Legally Restricted	\$1,619,309	\$1,566,382	(\$52,927)
Economic Uncertainties (2% Reserve)	\$7,525,000	\$7,636,222	\$111,222
Other Designations/Assignments	\$1,000,000	\$1,000,000	\$0
- Deferred Maintenance	\$1,866,620	\$1,866,620	\$0
- Balance of Budgeted Revenue Limit	\$2,010,514	\$0	(\$2,010,514)
- Site Carryover including Gifts	\$118,186	\$0	(\$118,186)
- Teacher Staff Development	\$1,361,086	\$1,660,430	\$299,344
Undesignated	\$15,825,715	\$14,054,654	(\$1,771,061)
Total Ending Fund Balance	\$15,825,715	\$14,054,654	(\$1,771,061)

Expenditures at 2011-2012 Unaudited Actuals Budget

Expenditures at 2011-2012 First Interim Budget



2011-2012 First Interim Budget Report



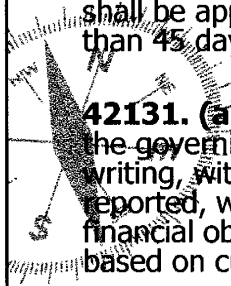
Presented by:
Business & Support Services

December 12, 2011



Education Code §42130, 42130 (a)(1)

42130 The superintendent of each school district shall, in addition to any other powers and duties granted to or imposed upon him or her, submit two reports to the governing board of the district during each fiscal year. The first report shall cover the financial and budgetary status of the district for the period ending October 31. The second report shall cover the period ending January 31. Both reports shall be approved by the district governing board no later than 45 days after the close of the period being reported...



42131. (a) (1) Pursuant to the reports required by §42130, the governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether the school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent fiscal year.

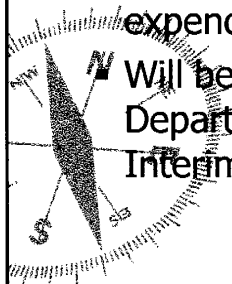
Discussion Overview

- ▶ Approve self-qualified certification of the 2011-2012 First Interim Report
- ▶ Approve Resolution No. 1112-27
- ▶ Review 2011-2012 (current year) budget
- ▶ Review 2012-2013 budget



Resolution No. 1112-27

- ▶ Revenue and Expenditure Increases/Decreases
 - Allows for actual increase and decrease to the budget, based on revised revenue and expenditure information
- ▶ Will be filed with the Orange County Department of Education, along with First Interim Report



2011-2012 Budget Issues

► LAO - \$3.7 b revenue projection shortfall

► DOF – ?

► Mid-year cuts? (max = \$284/ADA)

▪ Transportation \$24/ADA \$1.2 m

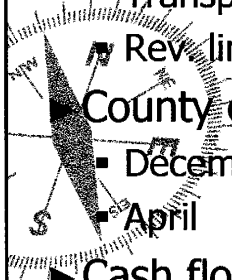
▪ Rev. limit, up to \$260/ADA \$12.9 m

County of Orange \$19.0 m ERAF shift

▪ December \$7.2 m

▪ April \$11.8 m

► Cash flow shortfall June

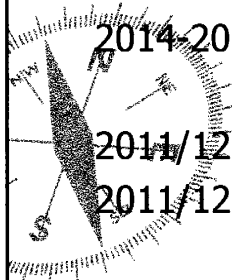


COLA & Enrollment Projections

<u>Year</u>	<u>COLA</u>	<u>Enrollment</u>	
2011-2012	2.24%	50,595	
2012-2013	3.1%	50,046	(549)
2013-2014	2.8%	49,586	(460)
2014-2015	3.0%	48,874	(712)

2011/12 1% COLA increase = \$ 2.5 m

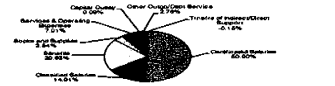
2011/12 funding per student = \$5,209



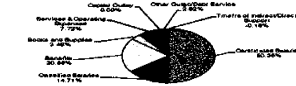
2011-12 1st Interim Budget Summary

2011-2012 First Interim Report Combined Unrestricted & Restricted General Fund				
	2011-12 Unaudited Actuals	2011-2012 1st Interim	Change from UA to 1st Interim	Comments
Revenue				
Revenue Limit Sources	\$260,611,410	\$260,611,410	\$0	Education Code Fund \$104,136; Debt Retirement \$149,991; Title I Teacher Salary \$108,779
Federal Revenue	\$30,186,734	\$30,656,070	\$469,336	Special Education \$2,297,696; RDC/IF \$367,636; Partnership Academy \$79,764; CSEA \$64,100; Transportation \$32,911
State Revenue	\$55,086,886	\$57,606,581	\$2,519,695	State \$551,830; Microsoft Settlements \$270,443; Teacher Development \$121,600; Occurrence Fee \$64,000; CLEAT Fee \$70,000; Transportation \$67,450
Local Revenue	\$4,736,768	\$5,280,977	\$544,209	
Total Revenue	\$350,605,898	\$354,455,038	\$3,849,140	
Expenditures				
Compensated Salaries	\$192,064,006	\$192,829,503	\$765,497	Categories adjustments
Classified Salaries	\$55,265,301	\$55,558,885	\$293,584	Some assignments
Benefits	\$77,856,861	\$79,192,774	\$1,335,913	Employee use to increase in W/C rate \$601,518; other increases tied to salary increases
Books and Supplies	\$10,350,050	\$10,344,174	(\$5,876)	Reduction in restricted programs
Services & Operating Expenses	\$28,444,865	\$29,676,183	\$1,231,318	Material repair exceeding \$5,001.87; equip. lease \$553,306; Microsoft Consulting agreements \$270,443; Site Consulting Agreement \$134,082; Fax Tone \$126,301; Mileage expense \$60,476; Special Education A/P/A \$40,000
Capital Outlay	\$350,000	\$350,000	\$0	Furniture purchase (3rd floor)
Other Capital/Trade Service	\$10,417,546	\$10,815,199	\$397,654	Transfer to Adult Education
Grants of Interest/Grant Support	\$5,512,511	\$5,512,511	\$0	Transfer from Grant Development
Total Expenditures	\$379,206,367	\$385,611,076	\$6,404,709	
Other Sources and Uses				
Other Funding Sources	\$2,755,297	\$2,755,297	\$0	
Interfund Transfers Out	\$0	\$0	\$0	
Total Sources and Uses	\$28,644,197	\$28,644,198	\$1	
Beginning Fund Balance	\$15,825,716	\$15,825,716	\$0	
Ending Fund Balance	\$15,825,716	\$15,825,716	\$0	
Components of Ending Fund Balance				
Revolving Cash, Stores, Prepaid	\$326,000	\$326,000	\$0	
Legally Restricted	\$1,019,309	\$1,046,382	\$27,073	Spends down legally restricted balance
Equation Unrestricted (2% Reserve)	\$7,605,000	\$7,605,000	\$0	2% of total expenditures
Other Designations/Assignments	\$1,000,000	\$1,000,000	\$0	
Deferred Maintenance	\$1,056,620	\$1,056,620	\$0	
Balance of Budgeted Revenue Limit	\$2,010,514	\$2,010,514	\$0	
Site Charges/including Date	\$116,186	\$116,186	\$0	Site charges/including Date
Teacher Staff Development	\$1,381,086	\$1,381,086	\$0	Teacher Staff Development program
Total Ending Fund Balance	\$15,825,716	\$15,825,716	\$0	

Expenditures at 2011-2012 Unaudited Actuals Budget



Expenditures at 2011-2012 First Interim Budget



See Handout - Attachment #5 - First Interim Report Summary Sheet

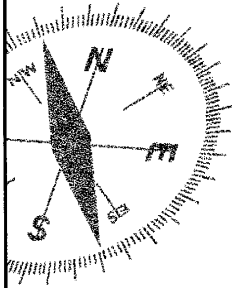
2011-12 Projected Cash Flow* (In \$Millions)

▶ November	\$ 35.2	
▶ December	\$147.9	After property taxes
▶ January	\$ 75.6	\$37.5 TRAN payment
▶ February	\$ 40.0	
▶ March	\$ 26.6	
▶ April	\$ 54.5	\$37.5 TRAN payment
▶ May	\$ 6.8	
▶ June	(\$21.3)	
▶ July	\$ 3.9	
▶ August	\$ 10.6	

*Assumes ERAF repayment in state apportionment payments.



Questions?



CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 12, 2011

**FISCAL YEAR 2012-2013 BUDGET DEVELOPMENT,
PRELIMINARY BUDGET DEVELOPMENT CALENDAR, AND
REVIEW OF THE 2011-2012 BUDGET GUIDELINES AND BUDGET ASSUMPTIONS**

BACKGROUND INFORMATION

Prior to commencing with budget development for the coming fiscal year, staff annually submits to the Board of Trustees for approval, a preliminary budget development calendar. This is the first step in the budget development process for fiscal year 2012-2013. In order to create a framework for building the ensuing budget, staff makes certain assumptions regarding the components upon which the budget is constructed; these are known as budget guidelines and assumptions.

The purpose of the calendar is to list, in detail, the steps of the budget development process and ensure all phases of the process are completed in a timely manner. The budget development calendar may be revised as necessary throughout the budget development process; it is not uncommon for staff to bring a revised calendar to the Board of Trustees for approval during the spring as additional information becomes available.

Budget guidelines are the overarching instructions used when compiling the budget. They are looked to as the guiding parameters and targets the budget seeks to achieve. Budget assumptions are primarily revenue and expenditure estimates staff projects in order to compile the budget. Typically, the budget guidelines vary little from year to year. Budget assumptions can vary considerably, depending on the economic situation and the direction outlined in the Governor's budget proposal.

The District's budget development calendar, budget guidelines, and budget assumptions are critical components of the budget development process. Establishing the District's budget development calendar creates a timeline to ensure the District completes the work necessary to adopt a balanced and on-time budget. Additionally, the guidelines and assumptions take into account the many internal and external factors affecting revenue and expenditure activity of the District.

CURRENT CONSIDERATION

This agenda item presents for Board consideration a preliminary 2012-2013 budget calendar and the 2011-2012 (current year) budget guidelines and assumptions. The 2011-2012 guidelines and assumptions are presented herein for information purposes and to elicit any input or revisions Trustees may wish to make prior to development of the fiscal 2012-2013 budget guidelines and assumptions. The information contained in the guidelines and assumptions will be updated and revised to reflect the Governor's January budget proposal and will be brought back to Trustees for consideration and approval on February 13, 2012.

The 2012-2013 Preliminary Budget Calendar of key dates and activities is referenced as Attachment 1, and the preliminary guidelines and assumptions are referenced as Attachments 2 and 3 respectively.

FINANCIAL IMPLICATIONS

There are no financial implications attached to this agenda item.

STAFF RECOMMENDATION

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

Following discussion, it is recommended the Board of Trustees approve the 2012-2013 Preliminary Budget Calendar and provide direction to staff regarding the budget guidelines and budget assumptions.

CAPISTRANO UNIFIED SCHOOL DISTRICT

2012-2013 Preliminary Budget Calendar

Date	Action	Responsibility
January		
January 9, 2012	Board Meeting - Present 2010-2011 audited financial statements and report	Trustees, CBO, Ex. Dir. Fiscal Services External Auditors
January 10, 2012	Governor's 2012-2013 budget proposal released	Governor
January 18, 2012	Attend School Services Governor's Proposal Budget Workshop - Receive guidance on current and out-year budget considerations and impacts, and incorporate into budget development	Business Staff
January 23, 2012	Begin 2012-2013 budget development, incorporating information from Governor's January proposal	Business Staff
January 25, 2012	Board Meeting - Verbal report to Board regarding Governor's January budget proposal	CBO, Ex. Dir. Fiscal Services

2012-2013 Preliminary Budget Calendar

<u>Date</u>	<u>Action</u>	<u>Responsibility</u>
February		
Weekly	<ul style="list-style-type: none"> Initiate weekly 2012-2013 budget planning and analysis discussions - Review current and projected budgets for sites and departments - Examine and realign categorically funded positions and programs - Develop & refine budget reduction recommendations (as applicable) - Prepare Second Interim report 	Business Staff
Weekly	<ul style="list-style-type: none"> Initiate weekly 2012-2013 budget planning and analysis discussions - Review budget guidelines, assumptions, and calendar - Discuss Governor's January budget proposal 	CBO, Cabinet
February 1, 2012	Formulate and review preliminary 2012-2013 enrollment and staffing projections	Business Staff
February 1, 2012	<ul style="list-style-type: none"> - Prepare preliminary site budgets, and analyze impact to MYP - Develop certificated layoff recommendations 	Business, Personnel, and Education Staff
February 13, 2012	Board Meeting <ul style="list-style-type: none"> - Present impact of Governor's January budget proposal, elicit input from Trustees - Approve budget guidelines, assumptions, and calendar 	Trustees, CBO, Ex. Dir. Fiscal Services
February 29, 2012	Board Meeting - Budget Discussion/Update <ul style="list-style-type: none"> - Update Board on 2012-2013 budget development - Review potential budget reductions, elicit feedback 	Superintendent, CBO, Business Staff, Program Managers

CAPISTRANO UNIFIED SCHOOL DISTRICT

2012-2013 Preliminary Budget Calendar

<u>Date</u>	<u>Action</u>	<u>Responsibility</u>
March		
Weekly	2012-2013 budget discussions (as appropriate) - Develop & refine budget reduction recommendations (as applicable) - Refine site budget allocations, based on enrollment and certificated staffing projections - Prepare budget scenarios based on State funding projections (as applicable)	Business Staff
Weekly	2012-2013 budget discussions (as appropriate) - Develop & refine budget reduction recommendations (as applicable) - Determine programmatic priorities and activities	CBO, Cabinet
March 12, 2012	Board Meeting - Present Second Interim Report - Update Board on 2012-2013 budget development - Review Tier III categorical flexibility proposal - Review risks to MYP and assumptions, based on updated information from State (if applicable) - Review potential budget reductions, elicit feedback - Approve certificated layoff resolution	Trustees, CBO, Ex. Dir. Fiscal Services, Personnel
March 15, 2012	Deadline to notify certificated staff of preliminary layoff	Personnel
March 28, 2012	Board Meeting - Budget Discussion/Update - Update Board on 2012-2013 budget development - Review potential budget reductions, elicit feedback	Trustees, CBO, Ex. Dir. Fiscal Services, Personnel

2012-2013 Preliminary Budget Calendar

<u>Date</u>	<u>Action</u>	<u>Responsibility</u>
April		
Weekly	<ul style="list-style-type: none"> Continue 2012-2013 budget discussions (as appropriate) - Formulate and review preliminary classified staffing - Refine and finalize site budget allocations, based on enrollment and staffing projections - Develop & refine budget reduction recommendations (as applicable) - Prepare Third Interim Report - Review and update 2011-2012 fiscal year close 	Business Staff
Weekly	<ul style="list-style-type: none"> Continue 2012-2013 budget discussions (as appropriate) - Develop & refine budget reduction recommendations (as applicable) - Prepare preliminary budget reduction recommendations 	CBO, Cabinet
April 2, 2012	Board Meeting <ul style="list-style-type: none"> - Update Board on 2012-2013 budget development - Review risks to MYP and assumptions, based on updated information from State (if applicable) - Review and refine potential budget reductions, elicit feedback 	Trustees, CBO, Ex. Dir. Fiscal Services
April 25, 2012	Board Meeting - Budget Discussion/Update <ul style="list-style-type: none"> - Update Board on 2012-2013 budget development - Review potential budget reductions, elicit feedback 	Trustees, CBO, Ex. Dir. Fiscal Services, Personnel

CAPISTRANO UNIFIED SCHOOL DISTRICT

2012-2013 Preliminary Budget Calendar

Date	Action	Responsibility
May		
Weekly	Continue 2012-2013 budget discussions (as appropriate) - Analyze budget reduction recommendations - Finalize budget reduction recommendations for incorporation into budget document - Review and update 2011-2012 fiscal year close - Amend budget guidelines and assumptions, based upon Governor's May Revise	Business Staff
Weekly	Continue 2012-2013 budget discussions (as appropriate) - Finalize budget reduction recommendations for incorporation into budget document	CBO, Cabinet
May 14, 2012	Revise enrollment projection for 2012-2013, and make staffing allocation adjustments	Business Staff
May 14, 2012	Board Meeting - Present Third Interim Report - Update Board on 2012-2013 budget development - Present draft 2012-2013 budget recommendations, including reduction recommendations, elicit feedback	Trustees, CBO, Ex. Dir. Fiscal Services
Mid May - TBD	Governor releases May Revision to the proposed 2012-2013 State Budget	Governor
Late May - TBD	Attend Governor's May Revise Budget Workshop – School Services - Receive guidance on current and out-year budget considerations and impacts, and incorporate into Final Budget	Business Staff
May 23, 2012	Board Meeting - Budget Discussion/Update - Update Board on 2012-2013 budget development - Approve 2012-2013 budget reductions	Trustees, CBO, Ex. Dir. Fiscal Services, Personnel

2012-2013 Preliminary Budget Calendar

<u>Date</u>	<u>Action</u>	<u>Responsibility</u>
June		
June 11, 2012	Board Meeting - Review Governor's May Revise - Initial presentation of 2012-2013 budget - Initial presentation of estimated actuals and estimated ending balance - Hold Tier III categorical flexibility public hearing	Trustees, CBO, Ex. Dir. Fiscal Services
Mid June	Final 2012-13 budget available for public viewing	Public
June 27, 2012	Board Meeting - Hold public hearing on Final 2012-2013 budget - Present and approve Final 2012-2013 budget	Trustees, CBO, Ex. Dir. Fiscal Services
TBD	Within 45 days of Governor signing the annual State Budget, staff shall report the impact (if any) of the adopted State Budget upon the District	CBO, Ex. Dir. Fiscal Services
June 30, 2012	Review enrollment projection and staffing allocations for 2012-2013, with respect to late open enrollment adjustments, charter schools and impacts from declining enrollment	Business Staff
August		
August 24, 2012	Final enrollment and staffing projections	Business, Personnel, and Education Staff
September		
September 18, 2012	Reporting of actual attendance (Tenth Day) for the 2012-2013 school year	Business, Education, and Site Staff

Initial Draft - Presented for Board Approval: December 12, 2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Budget Guidelines
2011-12

PURPOSE:

Budget guidelines provide the overarching set of instructions that staff will use in the creation of the fiscal year budget. Guidelines set consistent parameters and goals that drive the formation of the budget.

GENERAL:

1. At a minimum, the primary consideration in developing the budget is the provision of an effective and contemporary educational program, which meets District and State standards and regulations at all grade levels.
2. Budgeted expenditures shall not exceed income plus any carry over from prior years.
3. Budget assumptions shall be developed, reviewed, and updated on an on-going basis.
4. A budget calendar shall be created and used as a planning guide for budget development.
5. The Strategic Plan along with Board goals, directions, and priorities will be a driving force in the development of the budget, to the extent allowed within the available funding.
6. When the Board authorizes or approves a new goal, project, or program, it shall specify the allocation or reallocation of resources required to appropriately execute the new initiative.
7. When new projects, plans, or programs are presented to the Board for approval, the estimated fiscal impact of the project and available funding sources shall be included.
 - 7.1 Upon approval, the budget shall be adjusted as deemed appropriate based on the availability of funds and the Board's priorities.
8. The budget shall include a General Fund Reserve for Economic Uncertainty of no less than 2% of the total General Fund appropriations in classes 1000 through 7000.
9. Staffing shall be maintained so as to appropriately carry out Board policies, support future growth, and honor collective bargaining agreements.
10. The Cafeteria Fund, Child Care Fund, and Associated Student Body funds shall be self-supporting and, where allowable, shall include allocations for direct, indirect, and support costs.

11. The district will utilize a Multiple Year Projection tool in order to facilitate the compilation of the current and out year budgets.
12. The budget development process will include user friendly information that provides disclosure of anticipated beginning balances, revenues, expenditures and ending balances for all nine of the District's funds. This information will be provided to highlight the intended uses of these funds during the budget year.
13. In the event that closing or re-configuring schools is considered, associated savings and expenditures shall be identified and budgeted with adequate lead-time to allow for appropriate review, analysis and community input as well as adequate transitions.

REVENUE:

14. One-time sources of funding shall not be used to facilitate ongoing expenditures

EXPENDITURE:

15. Funds shall be made available in the budget to support current and anticipated collective bargaining commitments in accordance with AB 1285.
16. Within the context of negotiations and available resources, the district will endeavor to provide employees with competitive salary and benefits packages that reflect a level of incentive sufficient to continue to attract and retain qualified people.
17. Any/all debt service or leasing obligations shall be included in the budget.
18. All categorical programs shall be self-supporting and, where allowable, shall include allocations for indirect and support costs. Special Education, Transportation, and maintenance are not recognized as self-supporting at this time; however, a goal of self-support shall be maintained. Each of these programs shall be monitored to ensure minimal impact to General Fund.
19. Supply and equipment formulas in effect for the current year shall be reviewed, revised, adjusted, and/or frozen, as necessary.
20. Allowance shall be made for increases and/or decreases in the cost of services and supplies; e.g., gasoline, natural gas, electricity, insurance, water, postage, trash collection, telephone services, lease agreements, debt repayment, employee retirement contributions, or benefits mandated by law.
21. Furniture and equipment replacement will be funded to the extent that can be justified in relationship to available resources.

OTHER:

22. The Deferred Maintenance transfer shall be budgeted up to the maximum allowance to take full advantage of the statutory state match when funds allow.

22.1 As part of the multi-year Tier III flexibility provisions of SBX3 4, the Deferred Maintenance program has been designated as an unrestricted program. To take advantage of this provision, the transfer from the General Fund to Deferred Maintenance will be suspended during 2011-12.

23. All carryover funds in Federal categorical programs are considered restricted balances and will be continued as deferred income.

24. As part of the adoption and review of the District's fiscal year budget and related financial activity, the District is required to prepare specific reporting documents. These documents, and their associated filing deadlines, are indicated below.

Adopted Budget	(Prior to June 30)
Revised Budget	(Within 45 days of the Governor signing the State Budget)
First Interim Report	(Within 45 days of October 31, or by December 15)
Second Interim Report	(Within 45 days of January 31, or by March 17)
Third Interim Report*	(Within 31 days of April 30, or by June 1)
Independent Audit Report	(Prior to December 15 after the close of the fiscal year)

*A third interim report becomes necessary with the filing of a qualified budget or first or second interim report.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Budget Assumptions
2011-2012

PURPOSE:

The purpose of this budget assumption document is to provide the District with a framework for preparing the budget. The overarching influence to the following assumptions is the budget for the State of California. Other assumptions will be based upon District input and prior year trends, as well as external sources or conditions when appropriate.

OVERALL ASSUMPTIONS:

1. Enrollment projections for 2011-2012 assume that enrollment will be in decline as compared to 2010-2011. The projected enrollment for revenue limit funding during 2011-2012 is 50,644.

Funding received from the State is based on the district's Average Daily Attendance (ADA). ADA is calculated by dividing the total number of days of *student attendance* by the number of *days of school taught* during the same period. Funding for 2011-2012 is projected to be 49,475. This figure is based on the submitted P-2 ADA amounts, which are as of April, 2011.

Currently, the net funded base revenue limit is projected to be \$5,209.71 per unit of ADA, which is an increase of \$1.03 per ADA compared to FY 2010-2011. This amount includes information as detailed in the Governor's May Revise. This calculation is detailed further in item 3.

CUSD previously prepared projections based upon the Governor's January Budget Proposal, which included two (2) budget proposals. The District was planning to budget for 2011-2012 based on the Option II scenario, which was consistent with guidance from the Orange County Department of Education (OCDE).

Option II: Reduction of \$348 per ADA

This option assumed the proposed State cuts are fully implemented, and that additional reductions are made to offset the elimination of current temporary taxes.

2. Site supply budgets and staffing allocations will be determined using the following formulas:

2.1 Site Supply Budget Formula ¹:

K-5	\$15.75 / student
6-8	\$18.75 / student
9-12	\$24.75 / student

¹ Site supply budgets are exclusive of copier allocation, which is centrally funded

2.2 Staffing Formula:

K - 3	=	30.5 : 1	
4 - 5	=	31.5 : 1	
6 - 8	=	32.5 : 1	(includes prep periods and electives)
9 - 12	=	34.5 : 1	(includes prep periods and electives)

Class sizes in grades K, and 4-12 will be staffed as per Article 8.3 of the current contract with CUEA. Staffing in grades 1-3 will differ with the current contract due to restrictions outlined in California Education Code §41376 and 41378. For grades 1-3, these restrictions limit the maximum size of individual classes at 32:1, and the district-wide average at 30:1.

REVENUE ASSUMPTIONS:

- The 2011-2012 revenue limit will be based upon the 2010-2011 revenue limit with a projected 2.24% cost of living adjustment (COLA), as well as the increased accumulated deficit factor of 19.754%. The District's 2011-2012 deficated revenue limit per ADA is projected to be \$5,209.71 per unit of ADA. This is in comparison to the 2010-2011 Revenue Limit of \$5,208.68, as shown below.

- The District's Revenue Limit calculation is included below for reference.

		Base Revenue Limit per ADA (A)	Proration Factor (B)	Funded Base Revenue Limit (C) = (A) X (B)
1.	2010-2011 Base Revenue Limit	6,349.18	0.82037*	5,208.68
2.	2011-2012 COLA per ADA	143.00	-	-
3.	2011-2012 Base Revenue Limit	6,492.18	0.80246**	5,209.71
4.	Net 2010-2011 Funded Revenue Limit			5,208.68
5.	Dollar Change (Line 3, Column C Minus Line 4, Column C)			1.04
6.	Percent Change (Line 5, Column C Divided by Line 4, Column C)			0.00%

*0.82037 = 1 - .17963 (deficit factor)

**0.80246 = 1 - .19754 (deficit factor)

- There is no equalization aid planned for 2011-2012.
- State categorical program funding is expected to receive a 0.0% COLA for Tier I -- III programs.

- The District will utilize the flexibility of the Tier III programs afforded through SBX3 4. Currently, the District plans to utilize flexibility amounts of approximately \$15.1 million. These programs are proposed to remain flexible through 2014-2015, as outlined in the Governor's January Budget Proposal.

5.2 The District will also utilize the flexibility afforded to the Class Size Reduction (CSR) program. The Governor's January Budget Proposal has proposed to extend the CSR program's flexibility provisions through the 2013-2014 fiscal year.

6. State Special Education funding is expected to receive 0.0% COLA.
7. Lottery unrestricted revenue will be calculated at \$111.00 per unit of annual attendance. Unrestricted revenue is projected to be approximately \$5.5 million.
8. Lottery restricted revenue for instructional materials will be calculated at \$17.50 per unit of annual attendance. Restricted revenue is projected to be approximately \$0.9 million.
9. The District will budget a further allocation of \$2.3 million from the American Recovery & Reinvestment Act (ARRA) funds for 2011-2012. This is the final allocation of ARRA funds.
10. CUSD has been allocated a total of approximately \$9.6 million in federal Education Jobs Bill funding. This amount will be budgeted completely in 2011-2012. Of this amount, approximately \$8.6 million has been received, and the approximate remaining \$1.0 million is projected to be received early in the 2011-2012 fiscal year.
11. Redevelopment Agencies (RDAs) are one of the areas within the Governor's January Budget Proposal where significant modifications to future funding streams have been proposed for 2011-2012. CUSD currently has negotiated agreements with the RDAs in Mission Viejo and San Juan Capistrano, which are projected to be unchanged by the budget proposal. The following amounts are projected to be received from the RDAs during 2011-2012.

Mission Viejo RDA	\$1.6 million
San Juan Capistrano RDA	\$1.0 million

EXPENDITURE ASSUMPTIONS:

12. Salaries
 - 12.1 Step and column increases will be reflected for those certificated, classified and administrative employees who qualify for movement based upon their longevity with the District, earned education credits, and negotiated agreements.
 - 12.1.1 Salary costs estimated for employee groups will increase by the following percentages due to employee movement across the salary schedule.

CUEA	2.25%
CSEA	2.00%
CUMA	1.50%
Teamsters	2.00%

- 12.2 Vacancies created due to retirements or those employees indicating the intent not to return will be budgeted as follows:

Certificated:	Column C, Step 11
Classified:	Step 3, Range per Classification
Administrative:	Step 3, Range per Classification

- 12.3 2011-2012 salary agreements have been reached with all represented groups.

13. Actual costs for special education are dependent on the type of services the District is required to provide to each individual student. For the purposes of budgeting expenditures, the District is projecting increases of between 2% and 5% in the costs of non-salary expenditures for operating the program during 2011-2012.
14. There are no costs budgeted in 2011-2012 resulting from earlier golden handshake commitments.
15. For categorically funded programs, the positions allocated will reflect the funding available.
16. Benefits:

- 16.1 The District will utilize the following employer rates for statutory benefits for the 2011-2012 budget year, based upon currently available information from various State agencies.

STRS	8.25 %
PERS	10.923 %
PERS Reduction	2.097 %
OASDI	6.20 %
Medicare	1.45 %
Workers Comp	1.60 %
Unemployment	1.61 %

- 16.2 The District will utilize the following rates to contribute towards the Other Post-Employment Benefits (OPEBs). The District is utilizing the pay-as-you-go method of contributing towards its OPEB liability.

OPEB – Active	0.45 %
OPEB – All	0.27%

- 16.3 The Public Employees Retirement System (PERS) revenue limit reduction transfer is estimated at \$425,275, which matches the amount to be budgeted as income.
17. Health and welfare insurance costs for the district for the 2011-2012 fiscal year are not budgeted to increase, due to the negotiated benefit caps.

- 17.1 Health and welfare expenditures for 2011-2012 are projected to be approximately \$40.6 million.
18. Liability insurance premiums for the 2011-2012 fiscal year will be budgeted to increase by 3%.
 - 18.1 Property & Liability insurance costs for 2011-2012 are projected to be approximately \$2.3 million.
19. Utilities are expected to increase by 1.7% over the 2010-2011 year based upon California CPI as forecasted for 2011-2012.
20. Transfers & Capital Outlay:
 - 20.1 The District will not contribute to the Deferred Maintenance Fund during the 2011-2012 fiscal year.
 - 20.2 A total of \$550,000 will be allocated for capital outlay as follows:
 - \$200,000 for E-Rate technology infrastructure match
 - \$250,000 for general technology infrastructure replacement
 - \$50,000 for furniture replacement
 - \$50,000 for vehicle replacement
 - 20.3 The District will transfer a total of approximately \$2.8 million from the following funds to the General Fund to help offset revenue limit reductions.

Fund 40 (Special Reserve):	\$ 650,000	“C” Building Rent
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The following amounts will be transferred annually through 2014-15, based upon the Governor’s January Budget Proposal:

Fund 11 (Adult Education):	\$ 900,000
Fund 14 (Deferred Maintenance):	\$1,200,000
21. Indirect / Direct Costs:
 - 21.1 Inter-program direct and indirect costs will be calculated at the maximum allowable rate per program. The estimated rate, based upon 2009-2010 unaudited actuals, is 3.57% for 2011-2012.
 - 21.2 The Cafeteria Fund will be charged a 3.57% indirect cost for the 2011-2012 fiscal year. Ed. Code § 38101(c) and 52616.4(a)(3) specify that the indirect cost charge for Cafeteria Funds is the lesser of the approved school district rate, or the statewide average rate. In addition to indirect charges, the District charges applicable direct costs including telephone, electricity, natural gas, waste disposal, and laundry services.

- 21.3 The Child Development Fund will be charged based on direct staff time used to support the childcare program, utility costs, rent, insurance, and maintenance and warehouse services.
- 22. Debt Service and Major Lease Payments:
 - 22.1 The District is projected to incur approximately \$500,000 in debt service payments from the General Fund in 2011-2012. The amount consists primarily of lease payment obligations.
 - 22.2 The District currently does not plan to enter into significant additional lease obligations during the 2011-2012 fiscal year.
- 23. At a minimum, the Reserve for “Economic Uncertainty” will be maintained at the 2% mandated level.
- 24. New textbooks, consumables, and the costs of rebinding will be budgeted at \$1.6 million, and will be funded from the following:
 - 24.1 Restricted Lottery Funding

\$900,000 (including carryover), which may only be spent on instructional materials.
 - 24.2 Instructional Materials Funding Realignment Program (IMFRP)

\$700,000 will be allocated to instructional materials. IMFRP is a Tier III categorical program, and is projected to receive a total 2010-2011 appropriation of \$2.8 million. The remaining balance of approximately \$2.1 million will be contributed to the unrestricted general fund.
- 25 Summer School, which includes credit recovery and legally mandated activities, during Summer 2012, is currently budgeted at \$50,000.

ADDITIONAL ASSUMPTIONS:

- 26. Interest earnings on funds in custody will be budgeted at 0.75%.
- 27. Charter Schools
 - 27.1 The District currently has executed contracts with five charter school groups. The charter schools receive a combination of property tax revenue and State aid, including a categorical block grant. The District provides general financial review for the charters and their respective budgets.
 - 27.2 The District receives fees from the charter school groups for administrative oversight, which are projected to be approximately \$131k.

27.3 Charter schools within CUSD will be offered facilities in accordance with Proposition 39 regulations.

27.3.1 The District will incur one-time additional costs of approximately \$500,000, resulting from providing facilities due to Proposition 39 regulations. The amounts are outlined below.

- \$500,000 one-time furniture and equipment purchases

Presented for Board Approval: February 8, 2011
Revised: June 10, 2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

2012 School Board Meeting Schedule

Board Approved on 4/11/11

Monday, January 9
Wednesday, January 25

Monday, February 13
Wednesday, February 29

Monday, March 12
Wednesday, March 28

Monday, April 2
Wednesday, April 25

Monday, May 14
Wednesday, May 23

Monday, June 11
Wednesday, June 27

Proposed Board Meetings

Monday, July 9
Wednesday, July 25

Monday, August 13*
Wednesday, August 22*

Monday, September 10
Monday, September 24**

Monday, October 8
Wednesday, October 24

Monday, November 12
Wednesday, November 28

Monday, December 17***

*2nd Monday and 4th Wednesday in August are one week apart
**4th Monday instead of 4th Wednesday due to Yom Kippur
***3rd Monday due to Hanukah and Winter Recess

Adopted:

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California
SCHOOL CALENDAR 2012-2013

INDEPENDENCE DAY HOLIDAY (Legal Holiday)
Adult Transition Program-Teacher Furlough Days
Adult Transition Program-Teacher Pre-Service Days
Adult Transition Program (ATP) OPENING DAY OF SCHOOL
Teacher Furlough Days
New Teacher-Pre-Service Day
LABOR DAY (Legal Holiday)
All Teachers-Pre-Service Day
OPENING DAY OF SCHOOL
(Minimum Day Elementary)
Back to School Week, Middle School
(Minimum day per individual school site calendar)
Back to School Week, High School
(Minimum day per individual school site calendar)
Back to School Week, Elementary
(Minimum day per individual school site calendar)
End of First Progress Reporting Period (High School)
End of First Quarter – Middle School
VETERANS DAY (Legal Holiday)
THANKSGIVING RECESS (Recess for Students and Teachers)
THANKSGIVING HOLIDAYS (Legal and Local Holiday)
SCHOOL RESUMES
End of Second Progress Reporting Period (High School)
End of First Trimester-Elementary
Parent Conferences, Elementary (Student Holiday)
Parent Conferences, Elementary (Minimum Days)
WINTER RECESS (Recess for Students and Teachers)
CHRISTMAS HOLIDAYS (Local and Legal Holiday)
HOLIDAY TO REPLACE ADMISSION DAY (Local Holiday)
NEW YEAR'S DAY (Legal Holiday)
SCHOOL RESUMES
DR. MARTIN LUTHER KING, JR. DAY (Legal Holiday)
Final Exam Days, High School (Minimum Days, High School)
End of First Semester
SECOND SEMESTER BEGINS
LINCOLN DAY (Legal Holiday)
WASHINGTON DAY (Legal Holiday)
End of First Progress Reporting Period (High School)
End of Second Trimester-Elementary
Parent Conferences, Elementary (Minimum Days, Elementary Schools)
End of Third Quarter-Middle School
SPRING HOLIDAY (Local Holiday)
SPRING RECESS (Recess for Students and Teachers)
SCHOOL RESUMES
End of Second Progress Reporting Period (High School)
MEMORIAL DAY (Legal Holiday)
ATP Students/Staff-Last Day of School
(Minimum Day for ATP students only)
ATP Teacher Furlough Day
Final Exam Days, High School (Minimum Days, High Schools)
LAST DAY OF SCHOOL FOR SECONDARY STUDENTS
(Minimum Day for Secondary/Graduation Ceremonies)
Secondary Student Holiday
LAST DAY OF SCHOOL FOR ALL ELEMENTARY STUDENTS
(Minimum Day for Elementary)
(End of Second Semester)
LAST DAY OF SCHOOL FOR ALL TEACHERS
Teacher Furlough Day

Wednesday, July 4, 2012
Thursday-Friday, Aug. 9-10, 2012
Monday-Tuesday, Aug. 13-14, 2012
Wednesday, Aug. 15, 2012
Wednesday-Thursday, Aug. 29-30, 2012
Friday, Aug. 31, 2012
Monday, Sept. 3, 2012
Tuesday, Sept. 4, 2012
Wednesday, Sept. 5, 2012

Wednesday-Monday, Sept. 19-24, 2012

Thursday-Monday, Sept. 27-Oct. 1, 2012

Tuesday-Thursday, Oct. 2-4, 2012

Friday, Oct. 19, 2012
Friday, Nov. 9, 2012
Monday, Nov. 12, 2012
Monday-Wednesday, Nov. 19-21, 2012
Thursday-Friday, Nov. 22-23, 2012
Monday, Nov. 26, 2012
Friday, Dec. 7, 2012
Friday, Dec. 7, 2012
Monday, Dec. 17, 2012
Tuesday-Friday, Dec. 18-21, 2012
Monday-Friday, Dec. 24, 2012-Jan. 4, 2013
Monday-Tuesday, Dec. 24-25, 2012
Monday, Dec. 31, 2012
Tuesday, Jan. 1, 2013
Monday, Jan. 7, 2013
Monday, Jan. 21, 2013
Wednesday-Friday, Jan. 30-31, & Feb. 1, 2013
Friday, Feb. 1, 2013
Monday, Feb. 4, 2013
Friday, Feb. 15, 2013
Monday, Feb. 18, 2013
Friday, Mar. 15, 2013
Friday, Mar. 15, 2013
Monday-Friday, Mar. 25-29, 2013
Friday, Apr. 5, 2013
Monday, Apr. 8, 2013
Tuesday-Friday, Apr. 9-12, 2013
Monday, Apr. 15, 2013
Friday, May 3, 2013
Monday, May 27, 2013
Wednesday, May 29, 2013

Thursday, May 30, 2013
Friday-Tuesday, June 14-18, 2013
Tuesday, June 18, 2013
Tuesday, June 18, 2013
Wednesday, June 19, 2013
Wednesday, June 19, 2013

Wednesday, June 19, 2013
Thursday, June 20, 2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California
SCHOOL CALENDAR 2013-2014

INDEPENDENCE DAY HOLIDAY (Legal Holiday)
Adult Transition Program-Teacher Furlough Days
Adult Transition Program -Teacher Pre-Service Days
Adult Transition Program (ATP) OPENING DAY OF SCHOOL
LABOR DAY (Legal Holiday)
Teacher Furlough Days
New Teacher - Pre-service Day
All Teachers - Pre-service Day
OPENING DAY OF SCHOOL
(Minimum Day Elementary)
Back to School Week, Middle School
(Minimum day per individual school site calendar)
Back to School Week, High School
(Minimum day per individual school site calendar)
Back to School Week, Elementary
(Minimum day per individual school site calendar)
End of First Progress Reporting Period (High School)
PUPIL FREE DAY (Students and Teachers)
End of First Quarter - Middle School
VETERANS DAY (Legal Holiday)
THANKSGIVING RECESS (Recess for Students and Teachers)
THANKSGIVING HOLIDAYS (Legal and Local Holiday)
SCHOOL RESUMES
End of Second Progress Reporting Period (High School)
End of First Trimester - Elementary
Parent Conferences, Elementary (Student Holiday)
Parent Conferences, Elementary (Minimum Days)
WINTER RECESS (Recess for Students and Teachers)
CHRISTMAS HOLIDAYS (Local and Legal Holiday)
HOLIDAY TO REPLACE ADMISSION DAY (Local Holiday)
NEW YEAR'S DAY (Legal Holiday)
SCHOOL RESUMES
DR. MARTIN LUTHER KING, JR. DAY (Legal Holiday)
Final Exam Days, High School (Minimum Days, High School)
End of First Semester
SECOND SEMESTER BEGINS
LINCOLN DAY (Legal Holiday)
WASHINGTON DAY (Legal Holiday)
End of First Progress Reporting Period (High School)
End of Second Trimester - Elementary
Parent Conferences, Elementary (Minimum Days, Elementary Schools)
End of Third Quarter - Middle School
SPRING HOLIDAY (Local Holiday)
SPRING RECESS (Recess for Students and Teachers)
SCHOOL RESUMES
End of Second Progress Reporting Period (High School)
MEMORIAL DAY (Legal Holiday)
ATP Students/Staff - Last Day of School
(Minimum Day for ATP students only)
ATP Teacher Furlough Day
Final Exam Days, High School (Minimum Days, High Schools)
LAST DAY OF SCHOOL FOR SECONDARY STUDENTS
(Minimum Day for Secondary/Graduation Ceremonies)
Secondary Student Holiday
LAST DAY OF SCHOOL FOR ALL ELEMENTARY STUDENTS
(Minimum Day for Elementary)
(End of Second Semester)
LAST DAY OF SCHOOL FOR ALL TEACHERS
Teacher Furlough Day

Thursday, July 4, 2013
Thursday-Friday, Aug. 8-9, 2013
Monday-Tuesday Aug. 12-13, 2013
Wednesday, Aug. 14, 2013
Monday, Sept. 2, 2013
Tuesday-Wednesday, Sept. 3-4, 2013
Thursday, Sept. 5, 2013
Friday, Sept. 6, 2013
Monday, Sept. 9, 2013

Tuesday-Thursday, Sept. 17-19, 2013

Tuesday-Thursday, Sept. 24-26, 2013

Tuesday-Thursday, Oct. 1-3, 2013

Friday, Oct. 18, 2013
Friday, Nov. 1, 2013
Friday, Nov. 8, 2013
Monday, Nov. 11, 2013
Monday-Wednesday, Nov. 25-27, 2013
Thursday-Friday, Nov. 28-29, 2013
Monday, Dec. 2, 2013
Friday, Dec. 6, 2013
Friday, Dec. 6, 2013
Monday, Dec. 16, 2013
Tuesday-Friday, Dec. 17-20, 2013
Monday-Friday, Dec. 23, 2013-Jan. 3, 2014
Tuesday-Wednesday, Dec. 24-25, 2013
Tuesday, Dec. 31, 2013
Wednesday, Jan. 1, 2014
Monday, Jan. 6, 2014
Monday, Jan. 20, 2014
Wednesday-Friday, Jan. 29-31, 2014
Friday, Jan. 31, 2014
Monday, Feb. 3, 2014
Friday, Feb. 14, 2014
Monday, Feb. 17, 2014
Friday, Mar. 14, 2014
Friday, Mar. 14, 2014
Monday-Friday, Mar. 24-28, 2014
Friday, Apr. 4, 2014
Monday, Apr. 7, 2014
Tuesday-Friday, Apr. 8-11, 2014
Monday, Apr. 14, 2014
Friday, May 2, 2014
Monday, May 26, 2014
Thursday, May 29, 2014

Friday, May 30, 2014
Thursday-Monday, June 19-23, 2014
Monday, June 23, 2014
Monday, June 23, 2014
Tuesday, June 24, 2014
Tuesday, June 24, 2014

Tuesday, June 24, 2014
Wednesday, June 25, 2014

SADDLEBACK COLLEGE PILOT PROGRAM

Memorandum of Understanding

Saddleback College and the Capistrano Unified School District (CUSD) have developed this joint Memorandum of Understanding (MOU) to provide guidelines to implement a comprehensive pilot program to enhance student preparedness and success at Saddleback College. The MOU supports Saddleback College's "Top 10 Projects" articulated in the *Annual State of the College* report, as well as the following pillars in the CUSD strategic plan:

- Pillar 1: Community Relations
Strategy 1.1: Strengthen collaborative community partnership
- Pillar 3: Academic Achievement and Enrichment
Strategy 3.4: Increase opportunities for and participation in coursework aligned to career pathways
Strategy 3.5: Increase student engagement and connectedness within schools

In addition to developing student outreach programs regarding the college application process, financial aid, and introductions to the career and technical education, honors, and transfer programs at Saddleback College, the collaborative plan between Saddleback College and San Juan Hills High School (SJHHS) will include the offering of Saddleback College courses at San Juan Hills High School during hours that are generally considered the "traditional school day," 8:00 a.m. – 3:00 p.m. This plan will allow students the opportunity to take college classes while eliminating some of the impediments that often restrict students, including transportation and access.

The following items are agreed to:

1. CUSD will not reduce staffing ratios for schools as a result of any Saddleback College courses which are taught on the SJHHS campus.
2. Students will voluntarily enroll in the Saddleback College courses.
3. Saddleback College courses will be considered stand-alone courses and not part of the CUSD curriculum offerings. Credits will transfer to student transcripts and count as elective credits to meet CUSD graduation requirements.
4. CUSD Board Policy 6146.1 regarding graduation and transfer of grades and credit remains in effect.
5. Saddleback College will set and administer any fees for tuition, books, and supplies for the Saddleback College courses.
6. CUSD will not charge facility usage fees to Saddleback College for courses offered to CUSD students under this MOU.
7. Saddleback College faculty will be under the direction of the College and all faculty costs will be the responsibility of Saddleback College.

8. This MOU remains in effect through June 30, 2012.

Joseph M. Farley, Ed. D
Superintendent

Date: _____

Jack R. Brick
President, CUSD Board of Trustees

Date: _____

Tod A. Burnett, Ed.D.
President, Saddleback College

Date: _____

CONDUCT

The ~~Governing~~ Board of Trustees recognizes its responsibility to adopt and enforce rules and regulations governing student behavior in order to provide students with a learning environment conducive to an effective education.

(cf. 5140—Positive School Climate)

The Board of Trustees expects all students within the schools, as well as personnel serving the District to be knowledgeable of state laws, local school Board policies and administrative rules and regulations which establish the codes of conduct for students, including the responsibilities and duties of students, employees and parents/guardians to maintain good order and discipline within the District.

Each school site's rules and procedures related to student conduct shall be developed in consultation with a school site discipline committee which shall include at least one representative of each of the following groups: teachers, school administrators, classified employees, parents/guardians, and for middle schools and high schools, students enrolled in the school. School rules and consequences are to be approved by the principal and the school discipline committee. School personnel who work directly with students have a responsibility to communicate school rules and consequences to students and parents/guardians, utilizing the various means of communication deemed suitable.

(cf. 5150—Discipline)

(cf. 5152—Suspension/Expulsion/Due Process)

Definitions

The following definitions shall apply with respect to behavioral terms used in this policy:

1. "Behavior" shall mean the actions, words, ~~demeanor~~, manner, management or direction of an individual.
2. "Self-direction" refers to the ~~intrinsic motivation on the part~~ ability of an individual to control his/her behavior in a socially acceptable manner; it involves personal conduct and study habits which are beneficial both to the individual student and to any other person with whom he/she associates.
3. "Punishment" shall mean the infliction of a penalty, retributive action or loss of privilege.

CONDUCT (continued)

The Board of Trustees believes that the highest level of achievement in maintaining order within the schools is to achieve self-direction on the part of each student whereby he/she conforms to all behavioral expectations through personal desire and self-discipline. To achieve positive self-direction on the part of each student, the following responsibilities are expected:

1. Students: Control of student behavior begins with and ultimately rests within the individual student. Students shall retain their right to an education within CUSD District schools only so long as they do not persistently violate or neglect their responsibilities as imposed by state law, District policy and school rules. Students are to be made aware of their responsibilities and rights and assisted by all school personnel to understand and accept their responsibilities.
2. Parents/Guardians: Parents/guardians have a fundamental responsibility for the behavior and academic efforts of their children. In addition to direct supervision of their children while in their custody, they have a responsibility to cooperate fully with school personnel to maintain proper behavior of their children during school hours and functions and to support their children's classroom effort and performance. This is not only a legal responsibility, but a moral one as well.
3. Teachers: A classroom instructional program which meets the individual needs of students in an effective manner is one of the best means of achieving self-direction and good behavior on the part of students. Teachers, as skilled professionals, have the responsibility to utilize effective professional techniques to maintain the respect of students, establish order within the classroom, and provide a learning environment and instructional approaches supportive of student achievement.
4. Student Support Personnel: Limited psychological, guidance and health services are provided to assist and augment the classroom teacher. Through such services, deviant student behavior may be identified in its early stages and remedied before more serious delinquent behavior develops while student failure may also be addressed through collaborative efforts of the school and home.

CONDUCT (continued)

5. **Administrative Personnel:** Administrators have the responsibility to administer the educational program, facilities and activities to support the highest educational level of achievement by students. Such action will assist in maintaining order in the governance of the schools.
6. **Classified Personnel:** Classified personnel have the responsibility to work in partnership with certificated staff to ensure that students are treated respectfully and that state laws, District policies and school rules are enforced.

Standards for Student Behavior

It is expected that ~~CUSD~~ District students will:

1. Pursue the required course or study with diligence.
2. Follow the direction of administrators, teachers, volunteers and/or classified employees.
3. Treat other students, as well as staff and volunteers, with respect.
4. Remain on school premises unless duly authorized to leave.
5. Be responsible to provide adequate explanation of school absence and tardiness.
6. Obey school rules, District policy, and state law with respect to student conduct.

The primary standards for student behavior include, but are not limited to, the following: students must refrain from:

1. Gambling
2. Immorality
3. Profanity
4. The use, possession, or furnishing to others of tobacco or intoxicating liquor, narcotics or other hallucinogenic or dangerous drugs or substances.
5. Possession or use of dangerous objects

CONDUCT (continued)

6. Causing or threatening harm to another person or property
7. Stealing or damaging District or private property
8. Sexually harassing other students, school volunteers, or District employees
9. Holding membership in secret clubs or fraternities at school
10. Hazing or intimating others

BULLYING/CYBER BULLYING

The Board of Trustees strives to provide a safe, positive learning climate for students in the schools. Therefore, it shall be the policy of the District to maintain an educational environment in which bullying and cyber bullying in any form are not tolerated.

1. All forms of bullying and cyber bullying by District students are hereby prohibited. Anyone who engages in bullying and cyber bullying in violation of this policy shall be subject to appropriate discipline.
2. Students who have been bullied or cyber bullied shall promptly report such incidents to any staff member.
3. Complaints of bullying and cyber bullying shall be investigated promptly, and corrective action shall be taken when a complaint is verified. Neither reprisals nor retaliation shall occur as a result of the submission of a complaint.
4. The District shall annually inform students that bullying and cyber bullying of students will not be tolerated.

Definitions:

Bullying shall mean unwelcome, pervasive and/or severe, verbal, written, or physical conduct directed at a student or staff member by a student or staff member that has the effect of any or all of the following:

1. Physically, emotionally, or mentally harming a student or staff member.
2. Damaging, extorting, or taking a student or staff member's personal property.
3. Placing a student or staff member in reasonable fear of physical, emotional, or mental harm.
4. Placing a student or staff member in reasonable fear of damage to or loss of personal property.

CONDUCT (continued)

5. Creating an intimidating and/or hostile environment that substantially interferes with a student's educational opportunities or the ability of a staff member to perform his or her duties.

Cyber bullying includes, but is not limited to, the following misuses of technology: harassing, teasing, intimidating, threatening, or terrorizing, another student or staff member by way of any technological tool, such as sending or posting an inappropriate or derogatory e-mail message, telephone message, instant message, text message, digital picture or image, or website posting (including an individual or collective blog) which has the effect of the following:

1. Physically, emotionally, or mentally harming a student or staff member;
2. Placing a student or staff member in reasonable fear of physical, emotional or mental harm.

BULLYING/CYBER BULLYING

1. Placing a student or staff member in reasonable fear of damage to or loss of personal property.
2. Creating an intimidating and/or hostile environment that substantially interferes with a student's educational opportunities or a staff member's ability to perform his or her duties.

All forms of bullying are unacceptable and, to the extent that such actions are disruptive of the educational process of the District, offenders shall be subject to appropriate staff intervention, which will result in administrative disciplinary measures and notification of appropriate authorities.

The term "bullying" and "cyber bullying" shall not be interpreted to infringe upon a student's right to engage in legally protected speech or conduct.

Delegation of Responsibility:

1. Each staff member shall be responsible to maintain an educational environment free of bullying and cyber bullying.
2. Each student shall be responsible to respect the rights of his/her fellow students and those of staff members and to ensure an atmosphere free from all forms of bullying and cyber bullying.
3. Students shall be encouraged to report bullying and cyber bullying complaints to any staff member.

CONDUCT (continued)

4. Any staff member who receives a bullying or cyber bullying complaint shall gather information and immediately seek administrative assistance to determine if bullying and/or cyber bullying has occurred. If the behavior is found to meet the definition of bullying and cyber bullying, the principal or designee will take the appropriate disciplinary action.
5. The principal or designee will inform the parents or guardians of the victim and also the parents or guardians of the accused.

Complaint Procedure:

1. A student shall report a complaint of bullying or cyber bullying, orally or in writing, to a staff member. If a parent initiates the complaint, the principal or designee will follow-up with the student and parent.
2. The principal or designee will gather and review the information to determine if the alleged bullying or cyber bullying conduct occurred.
3. After the information has been gathered, the principal or designee will determine the need for further investigation or the appropriate intervention, which may result in administrative discipline to ensure that the conduct ceases. If the behavior is found to meet the definition of bullying or cyber bullying, the principal or designee must complete and submit the appropriate written documentation to Student Services.

BULLYING/CYBER BULLYING

A violation of this policy shall subject the offending student to appropriate disciplinary action, consistent with the student discipline code, which may include suspension, a recommendation for expulsion and/or notification to the appropriate authorities.

~~(cf. 351.4—Recovery for Property Loss or Damage)~~

~~(cf. 5152—Suspension/Expulsion)~~

~~(cf. 5176—Safety)~~

CONDUCT (continued)

Legal Reference:

EDUCATION CODE

32261 *Legislative findings, declarations, and intent*

35181 *Governing Board policy on responsibilities of students*

35291 *Rules*

44807 *Duty concerning conduct of students*

48900-48925 *Suspension or expulsion*

49000 (r) - *Bullying*

48908 *Duties of pupils*

48980-48981 *Notification of parent or guardian*

CIVIL CODE

1714.1 *Liability of parents and guardians for willful misconduct of minor*

CALIFORNIA CODE OF REGULATIONS, TITLE 5

300-307 *Duties of pupils*

AB 86 *Safe Schools*

UNITED STATES CODE, TITLE 42

2000h-2 et seq. *Title IX, 1972 Education Act Amendments*

Policy
adopted: August 18, 1997
revised:

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PROGRESS UPDATE, DIVISION OF STATE ARCHITECT, CONSTRUCTION PROJECT LISTING- DECEMBER 12, 2011 (IN BOLD LETTERING)		
PROJECT LISTING NUMBER	SITE	STATUS/COMMENTS
04-104845	Del Obispo ES Modernization	We are currently working with the architect and DSA inspector to determine what scope of work remains to be completed on the site modernization drawings to close out the project
04-104935	Niguel Hills MS Modernization	We are currently working with the architect and DSA inspector to determine what scope of work remains to be completed on the site modernization drawings to close out the project
04-104993	Viejo ES Modernization	We are currently working with the architect and DSA inspector to determine what scope of work remains to be completed on the site modernization drawings to close out the project
04-105269	Laguna Niguel ES Restroom Building	Closed without Certification on 1/16/08. PJHM is sending letter to DSA to closeout application number.
04-104860	Crown Valley ES Modernization	We are currently working with the architect and DSA inspector to determine what scope of work remains to be completed on the site modernization drawings to close out the project
04-108164	Aliso Niguel HS Parking Lot Improvement	To date, work has not begun on this Application No. No inspections have taken place. Inspector will review and work with Construction Manager.
04-100736	Crown Valley ES Ball Field - City of Laguna Niguel M&O Construction Manager is working with City of Laguna Niguel to locate inspection reports.	This project was completed by the City of Laguna Niguel to add lights to the baseball fields.
04-102787	Capistrano Valley HS Cell Tower - Mericon	The cell tower has changed carriers many times over the years. The original contractor needs to be located for paperwork required. Construction Manager will be working on this.
04-105499	Carl Hankey ES: New covered walkway, alterations to Classrooms, MPR, Administration Building	Application Numbers 04-108531 and 04-108613 need to be closed out before this Application No. can be closed out. All paperwork has been submitted to DSA.
04-108531	Carl Hankey K-8 Conversion	This Application No. is part of the modernization that took place a few years ago. The full scope was not completed and is being reviewed by the Architect to see what DSA is going to require to close out this project.

PROJECT LISTING NUMBER	SITE	STATUS/COMMENTS
04-108613	Carl Hankey K-8 Relocatables	All paperwork has been submitted to DSA. DSA will not close out this Application No. until Application No. 04-105499 is closed out.
04-105495	Barcelona ES Modernization	We are currently working with the architect and DSA inspector to determine what scope of work remains to be completed on the site modernization drawings to close out the project
04-107867	San Juan Hills HS- Two-Story Modular Buildings	NOC's on MSI and HCH from the District were sent to PJHM. Change orders to DSA for approval – gathering closeout document. Update 2/14/11 – All docs in cannot be certified and closed until #A104115 is closed and certified.
04-108716	San Juan Hills HS Phase II – Bleachers, Concession Building, Restroom Building	Change orders at DSA pending approval. Closeout documents cannot be submitted until all COs are approved.
No DSA Application Number	Ambuehl ES Configuration of Relocatables	Working with architects to develop scope of work to submit to DSA.

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
NOVEMBER 30, 2011
EDUCATION CENTER – BOARD ROOM

President Brick called the meeting to order at 6:30 p.m. The Board recessed to closed session to discuss CSEA/CUEA/CUMA/Teamsters negotiations.

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

The Pledge of Allegiance was led by President Brick.

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

Absent: Student Advisor Ryan Pallas

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

Permanent Record

It was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to adopt the Board agenda.

Adoption of the Board Agenda

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

NOES: None

ABSENT: Student Advisor Ryan Pallas

ABSTAIN: None

President Brick asked Trustee Pritchard to facilitate the meeting.

President's Announcement

Trustee Pritchard reported the following action taken during closed session:

President's Report From Closed Session Meeting

Agenda Item #3 A – CSEA/CUEA/CUMA/Teamsters Negotiations: No action was taken.

Trustee Addonizio stated that on October 28 Trustees were made aware stipends were paid for extra-curricular and coaching positions without Board approval and requested staff agendize for the December 12, 2011, Board meeting a separate item regarding all stipends and unauthorized payments to coaches and all other personnel for the period July 1, 2011, to the present.

Board and Superintendent Comments

Trustee Palazzo asked staff to provide Trustees with the current status of all joint use agreements and to re-examine the San Juan Capistrano land swap recording issue.

Trustee Bryson shared she was thankful for the District's caring parents, teachers, and administrators.

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

Oral Communications

The following speakers addressed the Board:

- *Paul Baker invited Trustees to attend the Adult Transition Program's annual Christmas boutique on December 2 and December 6.*
- *Valinda Accetta, Debbie Lackie, Linda Shepard spoke in regards to safety and other issues of concern for Barcelona Hills Elementary School students sharing the campus with Oxford Preparatory Academy students.*
- *Vicki Soderberg expressed her thanks to the District's Insurance Department for offering informational meetings to assist teachers with their decision to change from a POS plan to a HMO plan during the open enrollment period.*
- *Pam Palka and Mark Klein voiced their concerns regarding the investigation of Eric Patton.*

PUBLIC HEARING

Trustee Pritchard announced the Public Hearing open at 7:26 p.m. regarding the approval of Resolution No. 1112-26, Initial/Mitigated Negative Declaration for the Compressed Natural Gas Dispenser at the Aliso Viejo Transportation Center. There being no speakers to address the Board, Trustee Pritchard declared the Public Hearing closed at 7:27 p.m.

**Initial Study/
Mitigated Negative
Declaration for the
CNG Dispenser
Agenda Item 1**

DISCUSSION/ACTION

Deputy Superintendent Ron Lebs, Executive Director Randy Rowles, and Director Cary Brockman provided a brief update on the status of the CNG facility. Mr. Brockman explained due to the change in its location at the transportation center, a revised Initial Study/Mitigation Negative Declaration was prepared and distributed in accordance with environmental review requirements. Mr. Brockman explained with the Board's adoption of Resolution 1112-26 certifying the Initial Study/Mitigation Negative Declaration as complete, the District can move forward in pursuing city approval of the Conditional Use Permit.

**Initial Study/
Mitigated Negative
Declaration for the
CNG Dispenser
Agenda Item 2**

Following discussion it was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to approve Resolution No. 1112-26, Initial/Mitigated Negative Declaration for the Compressed Natural Gas Dispenser at the Aliso Viejo Transportation Center.

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

It was moved by Trustee Pritchard, seconded by Trustee Bryson, and motion carried by a 6-1 vote to approve the appointments of Trustees Alpay and Brick to serve as Capistrano-Laguna Beach Regional Occupational Board members for 2012. Trustee Bryson will serve as the alternate.

**Selection of
ROP Board
Representatives
Agenda Item 3**

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, and Pritchard
NOES: Trustee Palazzo
ABSENT: Student Advisor Ryan Pallas

Assistant Superintendent Julie Hatchel stated on April 11, 2011, the Board of Trustees approved the implementation of an independent study high school. A general update was presented to the Board of Trustees on August 24, 2011, with the understanding that a more detailed report and strategic plan be presented in November. Ms. Hatchel introduced Principal Rob Nye who presented a PowerPoint update and the Strategic Plan for the California Preparatory Academy.

**California
Preparatory
Update
Agenda Item 4**

Following the presentation Trustee Addonizio requested staff provide data regarding on-line student SAT scores; Trustee Palazzo stated staff needed to make changes to the California Preparatory Academy link on the District's website and to specify it is an on-line academy; Trustee Bryson asked staff to provide additional information on how the academy may use the facility located in the Mission Viejo mall; Trustee Hatton requested a report on the academy's pilot program; several Trustees expressed concerns regarding the logo and made suggestions for changes; and Trustee Pritchard suggested staff refine the PowerPoint presentation prior to meeting with interested parent groups.

This item was pulled on November 28, 2011, and will be brought back to the December 12, 2011, Board meeting.

**Saddleback MOU
Agenda Item 5**

It was moved by Trustee Addonizio, seconded by Trustee Alpay, and motion carried unanimously to approve revisions to Board Policy 5111, *Student Admission*.

**Board Policy
Revisions
Agenda Item 6**

Assistant Superintendent Julie Hatchel stated changes for Board Policy 5119, *Open Enrollment*, are being recommended mainly to facilitate an early open enrollment window the first week of December for the Mandarin Immersion Program (MIP). Mrs. Hatchel explained for this year there would be a benefit to opening the open enrollment window in December to allow those who want to enroll in MIP the opportunity to know they are in the program so they can begin fundraising and supporting the establishment of the program.

**Board Policy
Revisions
Agenda Item 7**

It was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to approve revisions to Board Policy 5119, *Open Enrollment*.

Assistant Superintendent Julie Hatchel stated this is the third reading of Board Policy 5165, *Health Examinations*, and no changes have been made since the first reading at the October 26, 2011, Board meeting.

**Board Policy
Revisions
Agenda Item 8**

The following speaker addressed the Board:

- Beth Grivett stated legislation was passed allowing physician assistants to perform physical examinations without restrictions and requested this policy be changed to allow physician assistants the ability to perform District health examinations without the requirement of a medical doctor's signature.

Following discussion it was moved by Trustee Alpay, seconded by Trustee Addonizio, and motion carried by a 6-1 vote to approve revisions to Board Policy 5165, *Health Examinations* with the following amendment:

On page 2 of 3 of Board Policy 5165, under the heading Interscholastic Athletic Competition, strike "performed by a Doctor of Medicine (M.D.), Doctor of Osteopathic Medicine, or a physician's assistant with their supervising M.D.'s signature of approval" and replace with "performed by a physician, surgeon, or physician assistant practicing in compliance with Chapter 7.7 (commencing with Section 3500) of Division 2 of the Business and Professions Code."

AYES: Trustees Addonizio, Alpay, Brick, Hatton, Palazzo, and Pritchard
NOES: Trustee Bryson
ABSENT: Student Advisor Ryan Pallas

Trustee Pritchard asked Trustees for items they wished to pull from the Consent Calendar. Agenda items 23 and 24 were pulled. Trustee Hatton stated she would abstain from voting on the November 14, 2011, Board minutes as she absent from the meeting.

**Items Pulled from
the Consent
Calendar**

Speech language pathology services, Educational Based Services.	Independent Contractor Agreement Agenda Item 20
Positive behavioral interventions and support consulting and training services, CALTAC, Incorporated.	Independent Contractor Agreement Agenda Item 21
Declaration of surplus items.	Surplus Items Agenda Item 22
Autism spectrum disorder consultation services, Orange County Superintendent of Schools.	Income Agreement Agenda Item 25
RFP No. 3-1011, Uniform Service, Cintas Corporation.	Extension of Agreement Agenda Item 26
Disposal of surplus property.	Continuous Public Notice Agenda Item 27
Newport-Mesa Unified School District Bid No. 105-12, School and Office Furniture, Culver-Newlin, Incorporated; Concepts School and Office Furnishings; and School Specialty, Incorporated.	Piggyback Bid Agenda Item 28
<p>ROLL CALL: AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, and Pritchard</p> <p>NOES: None</p> <p>ABSENT: Student Advisor Ryan Pallas</p> <p>ABSTAIN: None</p>	
Trustee Addonizio stated the District has been using PJHM for many years and it is time to engage other architectural firms for projects. Deputy Superintendent Ron Lebs explained this agreement allows PJHM to complete existing projects currently in progress and not closed by DSA. Executive Director Randy Rowles added if this agreement is not approved, new architects would need to be hired, which would delay the projects and there would be additional costs for the District.	Architectural Services Agreement Agenda Item 23
Following discussion it was moved by Trustee Bryson, seconded by Trustee Hatton, and motion carried by a 5-2 vote to approve an agreement for architectural services to PJHM Architects, Incorporated.	
<p>AYES: Trustees Alpay, Brick, Bryson, Hatton, and Pritchard</p> <p>NOES: Trustees Addonizio and Palazzo</p> <p>ABSENT: Student Advisor Ryan Pallas</p>	
Trustee Bryson asked staff how Apex was selected. Principal Rob Nye stated in 2008 the District saw a need for a credit recovery program for all comprehensive high schools. Several vendors provided presentations and Apex was selected. The District has been purchasing from Apex for years using the purchase order system but having a contract will allow the District to take advantage of cost savings on future software licensing. Dr. Nye added the program has been very successful at all District high schools.	Client Agreement Agenda Item 24

CONSENT CALENDAR

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

Minutes of the November 14, 2011, regular Board meeting.	Minutes Agenda Item 9
Donations of funds and equipment.	Donations Agenda Item 10
Increase in session rate, Let's Talk Speech & Language Therapy.	Independent Contractor Agreement Amendment Agenda Item 11
Independent educational evaluations for neuropsychological and psychoeducational assessments, Dr. Rienzi Haytasingh, LLC.	Independent Contractor Agreement Agenda Item 12
Speech language pathology services, Progressus Therapy, LLC.	Independent Contractor Agreement Agenda Item 13
Services related to development, training, and deployment of SharePoint software, AlpenSpruce, LLC.	Independent Contractor Agreement Agenda Item 14
Community-based instruction for the Adult Transitions Program, Tiwahe Technology, LLC.	Independent Contractor Agreement Agenda Item 15
Counseling services, Tricia Elizabeth Krantz.	Independent Contractor Agreement Agenda Item 16
Counseling services, Brenda Crary.	Independent Contractor Agreement Agenda Item 17
Counseling services, Irma Garcia.	Independent Contractor Agreement Agenda Item 18
Preparation of annual and five-year report for developer fees, Dolinka Group, LLC.	Independent Contractor Agreement Agenda Item 19 267

Speech language pathology services, Educational Based Services.	Independent Contractor Agreement Agenda Item 20
Positive behavioral interventions and support consulting and training services, CALTAC, Incorporated.	Independent Contractor Agreement Agenda Item 21
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Autism spectrum disorder consultation services, Orange County Superintendent of Schools.	Income Agreement Agenda Item 25
RFP No. 3-1011, Uniform Service, Cintas Corporation.	Extension of Agreement Agenda Item 26
Disposal of surplus property.	Continuous Public Notice Agenda Item 27
Newport-Mesa Unified School District Bid No. 105-12, School and Office Furniture, Culver-Newlin, Incorporated; Concepts School and Office Furnishings; and School Specialty, Incorporated.	Piggyback Bid Agenda Item 28
<p>ROLL CALL: AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, and Pritchard</p> <p>NOES: None</p> <p>ABSENT: Student Advisor Ryan Pallas</p> <p>ABSTAIN: None</p>	
Trustee Addonizio stated the District has been using PJHM for many years and it is time to engage other architectural firms for projects. Deputy Superintendent Ron Lebs explained this agreement allows PJHM to complete existing projects currently in progress and not closed by DSA. Executive Director Randy Rowles added if this agreement is not approved, new architects would need to be hired, which would delay the projects causing additional costs for the District.	Architectural Services Agreement Agenda Item 23
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Trustee Bryson asked staff how Apex was selected. Principal Rob Nye stated in 2008 the District saw a need for a credit recovery program for all comprehensive high schools. Several vendors provided presentations and Apex was selected. The District has been purchasing from Apex for years using the purchase order system but having a contract will allow the District to take advantage of cost savings on future software licensing. Dr. Nye added the program has been very successful at all District high schools.	Client Agreement Agenda Item 24

It was moved by Trustee Bryson, seconded by Trustee Alpay, and motion carried unanimously to approve Apex Learning to provide digital curriculum solutions for credit recovery courses.

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

Trustee Pritchard announced the meeting adjourned at 8:46 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations

Board of Trustees Purchase Order Listing

===== Fiscal Year: 2011-12 =====

Board of Trustees Meeting.....DECEMBER 12, 2011

MELLO ROOS

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

PO No.	Fund	Vendor	Description	Amount
5088	87	PACIFIC MH CONSTRUCTION INC.	IntHouse/Fac Acq /CVHS	4,963.44
5089	98	PJHM ARCHITECTS	BI:Arch /Fac Acq /SJHHS	45,786.00
5090	98	PJHM ARCHITECTS	BI:Arch /Fac Acq /SJHHS	5,000.00
5091	98	PJHM ARCHITECTS	BI:Arch /Fac Acq /SJHHS	12,040.00
5092	98	PJHM ARCHITECTS	BI:Arch /Fac Acq /SJHHS	84,932.00
5093	98	OHNO CONSTRUCTION	BI:Const/Fac Acq /SJHHS	1,640,000.00
5094	98	SEHI COMPUTER	InstMtls/Fac Acq /SJHHS	163.85
5095	98	MTGL	BI:CTest/Fac Acq /SJHHS	35,312.00
5096	87	NMG GEOTECHNICAL INC	BI:CTest/Fac Acq /CVHS	9,800.00
5097	87	CUSD	OthConst/Fac Acq /CVHS	317.00
5098	98	EDENCO INC.	CnsMgFee/Fac Acq /SJHHS	8,400.00
5099	87	EDENCO INC.	CnsMgFee/Fac Acq /CVHS	241,200.00
5100	98	EDENCO INC.	CnsMgFee/Fac Acq /SJHHS	62,400.00
5101	98	BONDLOGISTIX LLC	Serv&Op /Fac Acq /Dstrctwd	562.50
5102	89	BONDLOGISTIX LLC	Serv&Op /Fac Acq /Dstrctwd	562.50
5103	98	EDENCO INC.	CnsMgFee/Fac Acq /SJHHS	7,128.00
5104	98	EDENCO INC.	CnsMgFee/Fac Acq /SJHHS	200,000.00
5105	87	PACIFIC PLUMBING	OthConst/Fac Acq /CVHS	39,065.64
5106	98	PACIFIC PLUMBING	OthConst/Fac Acq /SJHHS	4,432.10
5107		VOID	VOID	0.00
5108	98	EDENCO INC.	CnsMgFee/Fac Acq /SJHHS	24,200.00

20 Purchase Orders \$2,426,265.03

EXHIBIT 23

Attachment 1

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

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

PO No.	Fund	Vendor	Description	Amount
312529	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	328.84
312530	1	LINGUI SYSTEMS INC	InstMtls/Spch Aud/Dstrctwd	178.70
312531	1	MITCHELL INTERNATIONAL	InstMtls/Instrctn/SCHS	1,345.80
312532	1	EDUCATIONAL FONTWARE INC	Serv&Op /HlthServ/Dstrctwd	53.82
312533	1	DELL COMPUTER	NonCapEq/Instrctn/SCHS	1,246.51
312534	1	APPLE COMPUTER INC	NonCapEq/SE0thIns/Dstrctwd	913.60
312535	1	PC MALL GOV	InstMtls/Enterprs/NHMS	1,272.96
312536	1	PEARSON ASSESSMENTS	SpplsNonI/PsychSer/Dstrctwd	3,034.09
312537	1	DYNAVOX SYSTEMS INC	Rnt&Repr/SE0thIns/Dstrctwd	1,066.91
312538	1	WORLD RESEARCH CO	InstMtls/Instrctn/MFMS	1,760.36
312539	1	DYNAVOX SYSTEMS INC	NonCapEq/HlthServ/Dstrctwd	1,363.26
312540	1	EDUPRESS	InstMtls/Instrctn/Las Palm	352.28
312541		VOID	VOID	0.00
312542	1	RENAISSANCE LEARNING	InstMtls/SE0thIns/Dstrctwd	194.27
312543	1	DAVID TAUSSIG ASSOC INC	Serv&Op /M-R Reim/Dstrctwd	80,000.00
312544	1	STAPLES ADVANTAGE	SpplsNonI/Prsnl:HR/Dstrctwd	1,000.00
312545	1	ACSI	Serv&Op /Instrctn/MssHills	3,472.00
312546	1	SHAMROCK SUPPLY CO INC	SpplsNonI/HlthServ/Dstrctwd	244.89
312547	1	HEWLETT-PACKARD COMPANY	InstMtls/Instrctn/RH Dana	110.85
312548	1	LADYBUG WOODWORKING	InstMtls/Instrctn/Malcom	294.38
312549		VOID	VOID	0.00
312550	1	PACIFIC PLUMBING COMPANY OF	Serv&Op /Enterprs/Dstrctwd	16,942.00
312551	1	OFFICE DEPOT	SpplsNonI/Spch Aud/Dstrctwd	61.70
312552	1	DELL COMPUTER	NonCapEq/Purch /Dstrctwd	1,487.00
312553	1	HEWLETT-PACKARD COMPANY	InstMtls/Instrctn/MFMS	110.85
312554	1	MCMAHAN DESK INC	SpplsNonI/Libr&Med/SMS	12,977.84
312555	1	CAMCOR INC	InstMtls/Instrctn/MFMS	6,253.39
312556	1	CAMCOR INC	InstMtls/Instrctn/MFMS	1,377.79
312557	1	HEWLETT-PACKARD COMPANY	InstMtls/Instrctn/Palisade	113.03
312558	1	DIGITAL NETWORKS GROUP	NonCapEq/Instrctn/MFMS	1,500.23
312559	1	CENTER ON TEACHING & LEARNING	Serv&Op /PuplTest/Dstrctwd	12,000.00
312560	1	ESPECIAL NEEDS	InstMtls/SDCInstr/Reilly	46.12
312561	1	THERAPY SHOPPE	InstMtls/SDCInstr/Reilly	40.87
312562	1	ORIENTAL TRADING CO	InstMtls/Spch Aud/Dstrctwd	32.85
312563	1	GOV CONNECTION INC	InstMtls/Instrctn/Dstrctwd	1,973.64
312564	1	MAPKIDS.ORG	InstMtls/SDCInstr/DHHS	212.64
312565		VOID	VOID	0.00
312566	1	AVID CENTER	InstMtls/Instrctn/DHHS	515.00
312567	1	COMMERCIAL FENCE & IRON WORKS	Rntl:Oth/RR:Bldgs/SCHS	813.00
312568	1	COMMERCIAL FENCE & IRON WORKS	Serv&Op /Enterprs/Dstrctwd	1,733.00
312569	1	OAK GROVE INSTITUTE	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	1,603.85
			Sub MHBC/NPS /Dstrctwd	174,174.00
312570	1	HELEN'S DESIGN	InstMtls/Instrctn/FNMS	3,126.91
312571	1	SPEAK, JOHN V	Rnt&Repr/Instrctn/FNMS	289.78

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PO No.	Fund	Vendor	Description	Amount
312572	1	TUXEDO WHOLESALER	InstMtls/Instrctn/FNMS	2,871.62
312573	1	HORN IMPROVEMENT MUSIC CENTER	Rnt&Repr/Instrctn/FNMS	1,909.36
312574	1	MARSHALL MUSIC	InstMtls/Instrctn/FNMS	1,000.00
312575	1	WOODWIND & BRASSWIND	InstMtls/Instrctn/FNMS	1,000.00
312576	1	SHAR PRODUCTS COMPANY	InstMtls/Instrctn/FNMS	1,000.00
312577	1	NASCO WEST	InstMtls/Instrctn/SMS	790.16
312578	1	PRO-ED	SpplsNonI/HlthServ/Dstrctwd	638.21
312579	1	SPRINT/NEXTEL COMMUNICATIONS	SpplsNonI/Supt /Dstrctwd	238.74
312580	1	PRO-ED	SpplsNonI/Spch Aud/Dstrctwd	206.06
312581	11	DISCOUNT SCHOOL SUPPLY	InstMtls/Instrctn/Dstrctwd	191.57
312582	1	PEARSON ASSESSMENTS	SpplsNonI/Spch Aud/Dstrctwd	1,114.54
312583	1	SCHOOL SPECIALTY	SpplsNonI/HlthServ/Dstrctwd	149.73
312584	1	PEARSON ASSESSMENTS	SpplsNonI/Spch Aud/Dstrctwd	478.89
312585	1	FOLLETT EDUCATIONAL SERVICES	9-12Text/Instrctn/Dstrctwd	59.53
312586	1	HOLT MCDUGAL	9-12Text/Instrctn/Dstrctwd	169.56
312587	1	PEARSON EDUCATION	K-8Textb/Instrctn/Dstrctwd	81.83
312588	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	1,331.68
312589	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	1,331.68
312590	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	819.33
312591	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	819.33
312592	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	819.33
312593	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	1,621.63
312594	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	1,024.15
312595	1	SCOTT FORESMAN	InstMtls/Instrctn/Bergeson	937.00
312596	13	ARROW RESTAURANT EQUIPMENT	LrgEquip/FoodServ/Dstrctwd	99.78
312597	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/SMS	330.00
312598	1	JOSTENS	SpplsNonI/Sch Adm /SJHHS	24.87
312599	1	SAN JUAN HILLS HS ASB	SpplsNonI/Sch Adm /SJHHS	6,500.00
312600	1	HERITAGE MUSEUM OF OC	FieldTrp/Instrctn/Concordi	872.00
312601	1	ORANGE COUNTY DEPT OF EDUCAT	Serv&Op /Instrctn/RH Dana	330.00
312602	1	ALBERTSONS MV	InstMtls/Instrctn/FNMS	1,500.00
312603	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Moulton	13,750.00
312604	1	AQUARIUM OF THE PACIFIC	FieldTrp/Instrctn/San Juan	900.00
312605	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/MFMS	1,000.00
312606	1	WAL MART L.N.	InstMtls/Instrctn/MFMS	1,000.00
312607	1	STAPLES ADVANTAGE	InstMtls/Instrctn/ANHS	3,000.00
312608	1	DELL COMPUTER	NonCapEq/SE0thIns/Dstrctwd	1,246.51
312609	1	APPLE COMPUTER INC	SpplsNonI/SupvAdmn/Dstrctwd	624.95
312610	1	PC MALL GOV	InstMtls/Enterprs/ANHS	300.03
312611	1	PC MALL GOV	InstMtls/Enterprs/BAMS	41.59
312612	1	DELL COMPUTER	InstMtls/Instrctn/San Juan	632.62
312613	1	PC MALL GOV	InstMtls/SE0thIns/Dstrctwd	61.20
312614		VOID	VOID	0.00
312615	1	PC MALL GOV	SpplsNonI/HlthServ/Dstrctwd	205.52
312616	1	APPLE COMPUTER INC	InstMtls/Instrctn/Dstrctwd	438.54
312617	1	APPLE COMPUTER INC	InstMtls/Instrctn/Chaparal	499.96
312618	1	DELL COMPUTER	InstMtls/Instrctn/MFMS	3,339.82
312619	1	EDHELPER.COM	InstMtls/SDCInstr/Tesoro	213.24
			InstMtls/RSPInstr/Tesoro	106.60
312620	1	APPLE COMPUTER INC	InstMtls/RSPInstr/ANHS	74.35

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PO No.	Fund	Vendor	Description	Amount
312621	1	DELL COMPUTER	NonCapEq/Instrctn/MFMS	6,232.53
312622	1	DELL COMPUTER	InstMtls/Instrctn/VdelMarE	721.93
312623	1	LIFETIME MEMORY PRODUCTS INC	SpplsNonI/Sch Adm /NHMS	258.60
312624	1	MACKIN LIBRARY MEDIA	InstMtls/Enterprs/SJHHS	950.00
312625	1	FOLLETT EDUCATIONAL SERVICES	K-8Textb/Instrctn/Dstrctwd	305.58
312626	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/San Juan	24.66
312627	1	PLAYSCRIPTS INC	InstMtls/Instrctn/FNMS	227.30
312628	1	JAMES PUBLISHING	SpplsNonI/Sch Adm /San Juan	115.60
312629	1	HANDWRITING W/O TEARS	InstMtls/Instrctn/LadraElm	1,127.57
312630	1	THERAPY SHOPPE	InstMtls/Instrctn/GrgWhite	30.16
312631	1	GOLDEN RULE BINDERY	SpplsNonI/Supt /Dstrctwd	185.29
312632	1	HELEN B TROSS	CnsltIns/Instrctn/Dstrctwd	1,200.00
312633	1	SCHOLASTIC EDUCATION	Serv&Op /Instrctn/VDMMS	135.00
312634	1	APPLE COMPUTER INC	NonCapEq/Sch Adm /DHHS	2,714.52
312635	1	DELL COMPUTER	NonCapEq/Instrctn/SMS	2,493.00
312636	1	APPLE COMPUTER INC	NonCapEq/SupvAdmn/Dstrctwd	8,036.93
312637	1	BLACKBOARD CONNECT	Serv&Op /Instrctn/Dstrctwd	107,496.00
312638	1	SEHI COMPUTER	InstMtls/Instrctn/MFMS	924.03
312639	1	DELL COMPUTER	NonCapEq/Bus/Fisc/Dstrctwd	1,613.12
312640	1	DELL COMPUTER	SpplsNonI/Bus/Fisc/Dstrctwd	499.92
312641	1	BARRONS EDUC SERIES INC	InstMtls/Instrctn/CVHS	39.04
312642	1	OCEAN INSTITUTE	FieldTrp/Instrctn/San Juan	3,780.00
312643	1	WAL MART L.N.	InstMtls/SDCInstr/Bridges	250.00
312644		VOID	VOID	0.00
312645	1	C.A.S.H.	CnfrNonI/M&OUnrOH/Dstrctwd	280.00
312646	1	COSTCO S.J.C.	InstMtls/SDCInstr/Bridges	507.50
312647	1	DEMIGUEL ADAMS, ALLISON	Serv&Op /Instrctn/SVCS	3,000.00
312648	1	CLEF REGISTRATION	CnfrNonI/SupvAdmn/Dstrctwd	120.00
312649	1	GUIDED DISCOVERIES	FieldTrp/Instrctn/Concordi	26,220.50
312650	1	HERITAGE MUSEUM OF OC	FieldTrp/Instrctn/Bathgate	832.00
312651	1	NEW HORIZONS	CnfrNonI/StDev In/Dstrctwd	434.20
312652	1	SEA WORLD EDUCATION DEPT	FieldTrp/Instrctn/Ambuehl	11,900.00
312653	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/StDev In/Dstrctwd	260.00
312654	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	375.00
312655	70	ENVIRONMENTAL MANAGEMENT TECH	Serv&Op /Enterprs/Dstrctwd	789.60
312656	1	SAN DIEGO COUNTY OFFICE OF ED	CnfrNonI/SupvAdmn/Dstrctwd	45.00
312657	1	GOPHER ATHLETIC	InstMtls/Instrctn/LFMS	120.70
			InstMtls/Instrctn/Bridges	535.89
			InstMtls/Instrctn/RH Dana	212.35
312658	1	SPORT CHALET	InstMtls/CurAthlt/Tesoro	3,393.92
312659	1	SPORT CHALET	InstMtls/CurAthlt/Tesoro	815.61
312660	1	GENERAL BINDING CORP	InstMtls/Instrctn/MFMS	173.01
312661	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/DHHS	739.33
312662	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/SJHHS	875.74
312663	40	COUNTY OF ORANGE	Serv&Op /M&O /Dstrctwd	15,917.74
312664	1	COUNTY OF ORANGE	Op&Hskpg/Opr:Util/Dstrctwd	2,282.74
312665	1	COUNTY OF ORANGE	Op&Hskpg/Opr:Util/Dstrctwd	8,499.78
312666	1	COUNTY OF ORANGE	Op&Hskpg/Opr:Util/Dstrctwd	7,799.00
312667	1	COUNTY OF ORANGE	Op&Hskpg/Opr:Util/Dstrctwd	7,799.00
312668	1	LARMAC	Serv&Op /RR:Grnds/Dstrctwd	2,692.50

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PO No.	Fund	Vendor	Description	Amount
312669	1	SPEAK, JOHN V	Rnt&Repr/Instrctn/Dstrctwd	500.00
312670	1	THE REEDERY	Rnt&Repr/Instrctn/Dstrctwd	145.00
312671	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/Dstrctwd	1,000.00
312672	1	DA CAPO MUSIC	InstMtls/Instrctn/Dstrctwd	500.00
312673	1	ORIENTAL TRADING CO	InstMtls/Instrctn/Las Palm	248.42
312674	1	NASCO WEST	InstMtls/Instrctn/NHMS	387.30
312675	1	PEARSON EDUCATION	SpplsNonI/SupvAdmn/Dstrctwd	9,955.03
312676	1	PEARSON EDUCATION	SpplsNonI/SupvAdmn/Dstrctwd	537.08
312677	1	SUPER DUPER INC.	SpplsNonI/SE0thIns/Dstrctwd	167.90
312678	1	GLASS SPECTRUM	InstMtls/Instrctn/NHMS	500.00
312679	1	DICK BLICK WEST	InstMtls/Instrctn/SCHS	900.00
312680	1	MR. M'S WORLD	InstMtls/Instrctn/FNMS	950.00
312681	1	SAN DIEGO COUNTY OFFICE OF ED	SpplsNonI/SupvAdmn/Dstrctwd	107.75
312682	1	PRO-ED	SpplsNonI/Spch Aud/Dstrctwd	561.67
312683	1	GOLDEN RULE BINDERY	K-12Text/Instrctn/DHHS	3,350.81
312684	13	FOOD SAFETY SPECIALTIES INC.	OpSupp /FoodServ/Dstrctwd	9.95
312685	1	PEARSON EDUCATION	K-8Textb/Instrctn/Dstrctwd	142.75
312686	1	HM RECEIVABLES CO LLC	K-8Textb/Instrctn/Dstrctwd	239,000.00
			9-12Text/Instrctn/Dstrctwd	238,779.41
312687	1	ART MASTERS INC	CnsltIns/Instrctn/Reilly	5,544.00
312688	1	SALLER LEP, DENNIS I	CnsltNon/PsychSer/Dstrctwd	3,500.00
312689	1	GUNTHER'S ATHLETIC SERVICE	InstMtls/CurAthlt/ANHS	1,201.10
312690	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LadraElm	235.23
312691	1	GOPHER ATHLETIC	SpplsNonI/Sch Adm /SMS	175.85
312692	1	GOPHER ATHLETIC	InstMtls/Instrctn/MFMS	1,076.64
312693	1	GOPHER ATHLETIC	InstMtls/Instrctn/Hiddn Hl	535.39
312694	1	MAREDY CANDY COMPANY	InstMtls/Instrctn/MFMS	614.18
312695	1	OFFICE DEPOT	InstMtls/SDCInstr/DHHS	247.94
312696	1	STAPLES ADVANTAGE	SpplsNonI/SupvAdmn/Dstrctwd	150.85
312697	1	ROGUE FITNESS	InstMtls/CurAthlt/CVHS	749.73
312698	1	ORANGE COUNTY SUPERINTENDNT	Serv&Op /Instrctn/Cal Prep	360.00
312699	1	STARFALL EDUCATION	Serv&Op /Instrctn/Las Palm	270.00
312700	1	RAYMOND GEDDES & COMPANY	InstMtls/Instrctn/Benedict	82.43
312701	1	GOLDEN RULE BINDERY	K-12Text/Instrctn/SJHHS	1,227.06
312702	1	GOLDEN RULE BINDERY	K-12Text/Instrctn/SCHS	4,837.44
312703	1	GOLDEN RULE BINDERY	K-12Text/Instrctn/ANHS	1,852.38
312704	1	GOLDEN RULE BINDERY	K-12Text/Instrctn/Tesoro	1,002.88
312705	1	GOLDEN RULE BINDERY	K-12Text/Instrctn/NHMS	943.89
312706	1	DELL COMPUTER	SpplsNonI/Supt /Dstrctwd	333.98
312707	1	MAIER INTERNATIONAL INC	Rntl:Oth/RR:Bldgs/SMS	8,470.00
312708	1	NEUPAC RESOURCES INC	Serv&Op /Warehse /Dstrctwd	7,000.00
312709	1	ONE STOP BINDERY	Serv&Op /Grph Art/Dstrctwd	4,000.00
312710	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/VDMMS	17,854.43
312711	1	NASCO WEST	InstMtls/Instrctn/CanViste	379.17
312712	1	NASCO WEST	InstMtls/Instrctn/VDMMS	454.27
312713	1	DANNIS WOLIVER KELLEY	Legal /Board /Dstrctwd	30,000.00
312714	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/VDMMS	417.54
312715	1	DELL COMPUTER	Serv&Op /Instrctn/VDMMS	2,081.14
312716	13	HUBERT	SmlEquip/FoodServ/Dstrctwd	484.37
312717	13	CAL TROPIC	Food Dry/FoodServ/Dstrctwd	5,000.00

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PO No.	Fund	Vendor	Description	Amount
312718	13	HUBERT	Smlequip/FoodServ/Dstrctwd	91.90
312719	11	GRADUATION SOURCE	InstMtls/Instrctn/Dstrctwd	100.00
312720	1	HABERMANN, RACHEL	Rest Loc/Undesig /Dstrctwd	1,500.00
312721	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Dstrctwd	1,100.00
312722	1	DISCOUNT OFFICE SERVICES	SpplsNonI/PuplTran/Dstrctwd	1,500.00
312723	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/SCHS	900.00
312724	1	ORANGE COUNTY DEPT OF EDUC	Serv&Op /Instrctn/SCHS	585.00
312725	1	SMART & FINAL IRIS #399	InstMtls/SE0thIns/Dstrctwd	3,000.00
312726	1	HERITAGE SCHOOLS INC	Residtl /NPS /Dstrctwd	1,200.00
312727	1	SCHOOL SERVICES OF CALIFORNIA	SpplsNonI/SupvAdmn/Dstrctwd	48.05
312728	1	SUBWAY	SpplsNonI/Sch Adm /Dstrctwd	538.75
312729	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Chaparal	950.00
312730	1	ENABLING DEVICES	InstMtls/SDCInstr/Dana ENF	205.12
312731	1	THINKING MAPS INC	InstMtls/Instrctn/Kinoshta	2,152.58
312732	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/VDMMS	41.97
312733	1	ORGANIZED SPORTS	InstMtls/Instrctn/FNMS	11,799.70
312734	1	RICHARDS INSTITUTE OF EDUC.	Conf:Ins/Instrctn/Dstrctwd	1,300.00
312735	1	GOPHER ATHLETIC	InstMtls/Instrctn/VdelMarE	435.85
312736	1	SOCCER MASTER TEAM DEPT	InstMtls/CurAthlt/SCHS	2,006.47
312737	1	COOLE SCHOOL	InstMtls/Instrctn/VdelMarE	180.63
312738	1	DUNLAP, JAMES	Serv&Op /Instrctn/SCHS	837.29
312739	11	EDUCATIONAL TESTING SERVICE	Serv&Op /Instrctn/Dstrctwd	1,938.09
312740	11	AMERICAN BOOK COMPANY	InstMtls/Instrctn/Dstrctwd	203.46
312741	1	NSPRA	SpplsNonI/Pub Info/Dstrctwd	222.55
312742	1	AARDVARK CLAY	InstMtls/Instrctn/NHMS	843.23
312743		VOID	VOID	0.00
312744	1	CAMCOR INC	NonCapEq/Instrctn/ANHS	1,849.81
			InstMtls/Instrctn/ANHS	3,755.67
312745	1	ORANGE COUNTY DEPT OF EDUC	Serv&Op /SupvAdmn/Dstrctwd	94.44
312746	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/MFMS	1,496.65
312747	1	TROXELL COMMUNICATIONS INC	InstMtls/RSPInstr/ANHS	36.47
312748	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	214.91
312749	1	CDWG Inc	InstMtls/RSPInstr/ANHS	58.37
312750	1	EVERYTHING MEDICAL	St Rcpts/Undesig /Dstrctwd	182.10
312751	1	SHAMROCK SUPPLY CO INC	St Rcpts/Undesig /Dstrctwd	567.63
312752	1	MCKINLEY EQUIPMENT	Rntl:Oth/RR:Bldgs/SCHS	1,308.25
312753	1	COMMUNICATIONS USA	SpplsNonI/Sch Adm /VDMMS	240.74
312754		VOID	VOID	0.00
312755	1	SYMANTEC CORPORATION	Serv&Op /TIS /Dstrctwd	5,970.00
312756	1	LRP PUBLICATIONS	SpplsNonI/SupvAdmn/Dstrctwd	35.99
312757	1	WESTERN PSYCHOLOGICAL SERVICES	SpplsNonI/HlthServ/Dstrctwd	528.41
312758	1	MILLER MECHANICAL	NonCapEq/CurAthlt/ANHS	5,220.77
312759	1	PRO-ED	SpplsNonI/HlthServ/Dstrctwd	213.95
312760	1	PEARSON ASSESSMENTS	SpplsNonI/HlthServ/Dstrctwd	486.86
312761	1	CAMCOR INC	NonCapEq/Instrctn/Barcelon	459.26
312762	1	HEWLETT-PACKARD COMPANY	InstMtls/Instrctn/FNMS	306.02
312763	1	JANELLE PUBLICATIONS INC	InstMtls/SE0thIns/Dstrctwd	229.61
312764		VOID	VOID	0.00
312765	1	TUNED INTO LEARNING	InstMtls/SE0thIns/Dstrctwd	144.19
312766	1	ACADEMIC INDUSTRIES MATHTOOLS	InstMtls/Instrctn/Dstrctwd	213.95

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PO No.	Fund	Vendor	Description	Amount
312767	1	CAMCOR INC	NonCapEq/Instrctn/VDMMS	1,424.95
312768	1	GOLDEN STAR TECHNOLOGY INC.	SpplsNonI/TIS /Dstrctwd	208.00
312769	1	WELLS SUPPLY	SpplsNonI/Op:Grnds/Dstrctwd	5,000.00
312770	1	SUNSTATE EQUIPMENT COMPANY	Rntl:Oth/Op:Grnds/Dstrctwd	2,500.00
312771	1	NETWORK HARDWARE RESALE	SpplsNonI/RR:Bldgs/Dstrctwd	2,779.06
312772	1	ORANGE COUNTY HEALTH AGENCY	Serv&Op /M&OResOH/Dstrctwd	3,000.00
312773	1	PLAYPOWER LT FARMINGTON	SpplsNonI/RR:Bldgs/ArroyoMS	2,506.07
312774	1	AVID CENTER	InstMtls/Instrctn/MFMS	515.00
312775	1	SKYLINE PEST CONTROL	Rntl:Oth/Op:Grnds/Dstrctwd	10,000.00
312776	1	PRO PHOTO CONNECTION INC	InstMtls/Instrctn/SCHS	1,811.98
312777	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	753.91
312778	40	BONDLOGISTIX LLC	Serv&Op /Fac Acq /Dstrctwd	517.50
312779	40	BONDLOGISTIX LLC	Serv&Op /Fac Acq /Dstrctwd	607.50
312780	1	SCHOLASTIC INC	InstMtls/Instrctn/Benedict	862.00
312781	1	LAKESHORE LEARNING MATERIALS	InstMtls/SE0thIns/Dstrctwd	53.82
312782	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LadraElm	206.88
312783	1	ARIEL SUPPLY	InstMtls/Enterprs/ANHS	241.25
312784		VOID	VOID	0.00
312785	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	85.98
312786	1	NETWORK HARDWARE RESALE	NonCapEq/TIS /Dstrctwd	6,491.84
312787	11	CALIFORNIA DEPT OF EDUCATION	Serv&Op /Instrctn/Dstrctwd	1,220.00
312788	11	AMERICAN COUNCIL ON EDUCATION	Bks&Ref /Instrctn/Dstrctwd	2,710.00
312789		VOID	VOID	0.00
312790	1	SUBWAY	SpplsNonI/Sch Adm /Dstrctwd	161.63
312791	1	BEYOND PLAY	SpplsNonI/Spch Aud/Dstrctwd	61.77
312792	1	THOMSON WEST	SpplsNonI/SupvAdmn/Dstrctwd	87.88
312793	1	COTO CONSTRUCTION	Rntl:Oth/RR:Bldgs/FNMS	3,394.51
312794	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/FNMS	4,695.00
312795	1	ANDY'S DRYWALL	Rntl:Oth/RR:Bldgs/FNMS	8,150.00
312796	1	HITT MARKING DEVICE	SpplsNonI/Sch Adm /DHHS	24.49
312797	1	TOMARK SPORTS INC	InstMtls/CurAthlt/ANHS	458.07
312798	1	SPORTS USA ELITE TRAINING INC	InstMtls/CurAthlt/ANHS	699.84
312799	1	GOPHER ATHLETIC	InstMtls/Instrctn/Las Palm	56.89
312800	1	NORTHERN SPEECH SERVICES INC	InstMtls/SE0thIns/Dstrctwd	217.11
312801	1	SADDLEBACK EDUCATIONAL PUBLISH	InstMtls/Instrctn/Bridges	95.97
312802	1	BUREAU EDUCATION & RESEARCH	Serv&Op /Instrctn/St Edwr	687.00
312803	1	DIOCESE OF ORANGE	Serv&Op /Instrctn/St Edwr	750.00
312804	1	NEWBRIDGE EDUC PUBLISHING	InstMtls/Instrctn/Malcom	154.11
312805	1	SCHOLASTIC INC	InstMtls/Instrctn/Malcom	52.99
312806		VOID	VOID	0.00
312807	1	CASBO/CENTINELA SOUTH BAY C/O	CnfrNonI/Purch /Dstrctwd	70.00
312808	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/Benedict	2,689.13
312809	1	GAMETIME	SpplsNonI/RR:Bldgs/Las Palm	992.89
312810	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/ArroyoEl	895.00
312811	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Las Palm	550.00
312812	1	TANDUS FLOORING INC.	Serv&Op /Enterprs/Dstrctwd	2,329.88
312813	1	SCHOLASTIC INC	InstMtls/Instrctn/Lgna Nig	646.50
312814	1	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/Kinoshta	685.73
312815	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/SCHS	2,400.00
312816	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SDCInstr/ANHS	53.01

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PO No.	Fund	Vendor	Description	Amount
312817	1	PRO-ED	InstMtls/Spch Aud/Dstrctwd	52.99
312818	1	PARENT INSTITUTE	SpplsNonI/SupvAdmn/AVMS	425.61
312819	1	OCDE PAL PROGRAM	Conf:Ins/Instrctn/Kinoshta	330.00
312820	1	SNAP-ON TOOLS CORP	InstMtls/Instrctn/SCHS	3,364.63
312821	1	WAL MART L.N.	InstMtls/Instrctn/Dstrctwd	6,000.00
312822	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	1,875.00
312823	1	ONION MOUNTAIN TECH	SpplsNonI/HlthServ/Dstrctwd	56.33
312824	1	WENGER CORPORATION	InstMtls/Instrctn/San Juan	442.20
312825	1	MUSICIAN'S FRIEND	InstMtls/Instrctn/San Juan	19.40
312826	1	MUSICIAN'S FRIEND	InstMtls/Instrctn/San Juan	156.24
312827	1	JANELLE PUBLICATIONS INC	InstMtls/SE0thIns/Dstrctwd	234.90
312828	1	SUPER DUPER INC.	SpplsNonI/Spch Aud/Dstrctwd	96.81
312829		VOID	VOID	0.00
312830	1	SCHOOL SPECIALTY	SpplsNonI/Spch Aud/Dstrctwd	89.93
312831	1	PRO-ED	SpplsNonI/Spch Aud/Dstrctwd	56.33
312832	1	GET READY GEAR	SpplsNonI/Sch Adm /Don Juan	444.11
312833	1	CAMCOR INC	InstMtls/Instrctn/Las Palm	6,241.31
312834	1	THINK SOCIAL PUBLISHING	SpplsNonI/Spch Aud/Dstrctwd	26.50
312835	1	CAMCOR INC	InstMtls/Instrctn/DJAMS	292.25
312836	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/FNMS	65.23
312837	1	TRITON AIR INC	Rnt&Repr/CurAthlt/SCHS	515.62
312838	1	COTO CONSTRUCTION	Rntl:Oth/RR:Bldgs/Hiddn Hl	850.00
312839	1	ACADEMIC COMMUNICATION ASSOC	SpplsNonI/Spch Aud/Dstrctwd	112.36
312840	1	AMERICAN TECHNOLOGIES	Rntl:Oth/RR:Bldgs/Las Palm	7,200.00
312841	1	ORIENTAL TRADING CO	SpplsNonI/HlthServ/Dstrctwd	90.95
312842	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/FNMS	15,704.00
312843	1	MACMILLAN/MCGRAW-HILL	K-8Textb/Instrctn/Dstrctwd	204.29
312844	1	DEVEREUX CLEO WALLACE	Residtl /NPS /Dstrctwd	900.00
312845	1	PEARSON LEARNING	InstMtls/SDCInstr/Dstrctwd	435.81
312846	1	COSTCO S.J.C.	SpplsNonI/Sch Adm /SMS	1,015.00
312847	1	ORIENTAL TRADING CO	SpplsNonI/HlthServ/Dstrctwd	41.24
312848	40	US BANK	TrOutOth/IntrAgnc/Dstrctwd	1,416,438.75
312849	1	FACILITIES PROTECTION SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	2,044.00
312850	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/SCHS	4,185.00
312851	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	25,000.00
312852	1	DAY LITE MAINTENANCE	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
312853	1	MILLER MECHANICAL	Rntl:Oth/RR:Bldgs/Dstrctwd	8,000.00
312854	1	XEROX CORPORATION	Debt Ser/Dbt Serv/VarSites	496,555.00
			Debt-Int/Dbt Serv/VarSites	204,978.00
312855	1	PACIFIC PLUMBING COMPANY OF	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
312856	1	BARRETT-ROBINSON INC	Rnt&Repr/Instrctn/ArroyoEl	2,226.00
312857	1	TKH DESIGN COMPANY	InstMtls/Instrctn/DHHS	171.24
312858	1	CAMCOR INC	NonCapEq/Instrctn/LRMS	537.66
312859	1	HEWLETT-PACKARD COMPANY	InstMtls/RSPInstr/ANHS	55.43
312860	1	ATG REHAB	SpplsNonI/HlthServ/Dstrctwd	3,547.18
312861	1	WOODWIND & BRASSWIND	InstMtls/Instrctn/San Juan	2,443.77
312862	1	CAMCOR INC	NonCapEq/Instrctn/Dstrctwd	644.59
312863	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/DJAMS	3,000.00
312864	1	BEYOND PLAY	InstMtls/SE0thIns/Dstrctwd	128.53
312865	1	SCHOOL SPECIALTY	SpplsNonI/HlthServ/Dstrctwd	145.33

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PO No.	Fund	Vendor	Description	Amount
312866	1	B & H PHOTOGRAPHY	InstMtls/Enterprs/FNMS	495.54
312867	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/DHHS	961.34
312868	1	PHONAK INC	SpplsNonI/HlthServ/Dstrctwd	127.75
312869	1	PHONAK INC	SpplsNonI/HlthServ/Dstrctwd	235.50
312870	1	PHONAK INC	SpplsNonI/HlthServ/Dstrctwd	46.94
312871	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Enterprs/FNMS	450.40
312872	1	STARKEY	SpplsNonI/HlthServ/Dstrctwd	104.20
312873	1	LONG'S ELECTRONICS	InstMtls/Instrctn/CVHS	112.05
312874	1	VIDEO COMMUNICATIONS	SpplsNonI/PuplTran/Dstrctwd	140.15
312875	1	REGISTER	Serv&Op /FacPlann/Dstrctwd	127.44
312876	1	SPECIALTY EQUIPMENT CO	SpplsNonI/RR:Bldgs/Dstrctwd	367.43
312877	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/GrgWhite	1,295.53
312878	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/AVMS	1,357.00
312879	1	DEWEYS HOME APPLIANCES	SpplsNonI/RR:Bldgs/Dana ENF	3,911.00
312880	70	ASCIP	Serv&Op /Enterprs/Dstrctwd	25,000.00

340 Purchase Orders \$3,657,141.99

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
168302	DAVID TAUSSIG ASSOC INC	PO-312034	9,180.83
		PO-312543	16,718.21
168303	ORANGE CTY DEPT EDUC	PO-311189	7,118.38
168304	SAN DIEGO GAS & ELECTRIC	PO-310354	51,265.69
168305	SO CAL GAS CO	PO-310352	2,488.13
168306	BECERRA, JESUS	PV-121379	555.74
168307	BLACKBURN, NANCY	PV-121364	300.25
168308	BOWDEN, JOANNA	PV-121363	66.84
168309	BRAUN, C. ANNE	PV-121362	160.00
168310	DE ACUTIS, LISA	PV-121361	40.00
168311	FARIAS, SANDRA	PV-121382	499.99
168312	GUTIERREZ, ANGELICA PATRICIA	PV-121380	24.86
168313	HANRATTY-RAJA, JENNIPHER	PV-121356	470.00
168314	JOCHAM, SARA	PV-121360	707.69
168315	LYNDE, ROBERT	PV-121359	66.30
168316	NARR, CHERISE	PV-121353	294.83
168317	ROJAS, CHRISTY	PV-121358	20.00
168318	SHERRIE, LORRAINE	PV-121381	222.63
168319	TANAKA, MIO	PV-121355	2,393.23
168320	WOODLAND, LISA	PV-121354	25.00
168321	ACADEMIC CHESS	PV-121336	27,801.09
168322	ALISO SOCCER CAMP	PV-121349	9,120.00
168323	ANDREWS, JULIE	PV-121342	875.70
168324	ART...JUST CREATE IT	PV-121341	4,256.00
168325	BRAIN BUILDERS EDUC PROGRAMS	PV-121338	7,315.00
168326	CAMPCO	PV-121333	1,232.00
		PV-121343	2,660.18
168327	CASTANEDA, OSCAR	PV-121346	736.46
168328	CHOU, LING D.	PV-121332	756.00
168329	CROWE, MICHAEL	PV-121348	1,104.70
168330	FIEDLER, COURTNEY	PV-121352	640.80
168331	FIT KIDS AMERICA	PV-121344	596.00
168332	GORMAN, RON	PV-121331	210.00
168333	H2O SPOT	PV-121334	1,216.25
		PV-121335	462.00
168334	MORA, MAURICIO	PV-121351	1,728.00
168335	NEELY, EDWIN S	PV-121330	2,055.20
168336	NICOL, CORY	PV-121347	920.58
168337	OC ART STUDIOS	PV-121350	2,358.30
168338	PEREZ, JACINTO	PV-121345	736.46
168339	THIFFAULT, RONDA LEE	PV-121337	3,423.00
		PV-121340	3,543.50
168340	VEERA, SHANE	PV-121339	5,169.50
168341	CAMP HIGH TRAILS OUTDOOR	PO-312286	25,920.00
168342	AT&T	PO-310361	21.18

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Warrant Number	Name of Payee	Reference Number	Amount
168343	COX COMMUNICATIONS	PO-311783	697.73
168344	E. STEWART AND ASSOCIATES	PO-311723	2,870.50
168345	JOHN V. SPEAK	PO-312571	289.78
168346	MAGNET STREET	PO-311596	395.00
168347	MAYER-JOHNSON CO	PO-306165	85.00
168348	MCMAHAN DESK INC	PO-310636	5,488.79
		PO-311176	418.07
168349	MOBILE COMM REPAIR INC	PO-310582	1,560.10
		PO-312156	296.31
168350	MOBILE LIFT GATE SERVICE	PO-310532	1,272.47
168351	MPS	PO-310659	3,096.15
		PO-310661	4,856.74
		PO-310670	1,503.13
168352	NASCO WEST	PO-310029	902.73
168353	NEW PIG	PO-310534	343.02
168354	NURSERY MAID	PO-311373	618.48
168355	OCDE/MEDIA SERVICES	PO-311446	32.33
		PO-311770	32.33
168356	ORANGE CTY TANK TESTING	PO-310579	300.00
168357	ORIENTAL TRADING CO	PO-311124	277.20
		PO-311702	317.70
168358	P A THOMPSON ENGR CO	PO-310194	3,994.90
168359	PACIFIC GO NATURAL GAS	PO-310578	2,883.71
168360	PACWEST AIR FILTER	PO-310342	864.76
168361	PARKHOUSE TIRE INC.	PO-310576	2,518.28
168362	PC MALL GOV	PO-311043	4,468.40
		PO-311044	3,239.59
		PO-311046	292.65
		PO-311049	513.80
		PO-311764	409.71
168363	PEARSON ASSESSMENTS	PO-311903	6,793.76
		PO-312098	403.81
		PO-312122	1,232.36
168364	PEARSON EDUCATION	PO-310875	444.44
		PO-310908	6,893.40
		PO-310921	6,442.75
		PO-311974	3,084.61
		PO-312011	621.99
		PO-312070	1,089.72
		PO-312179	782.27
		PO-312293	50.20
168365	PEARSON K-12 CURRICULUM	PO-312092	405.68
168366	PERMA-BOUND	PO-311080	242.66
168367	PITNEY BOWES INC	PO-310128	476.23
168368	PREMIERE WATER SERVICES	PO-310162	1,025.00

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Warrant Number	Name of Payee	Reference Number	Amount
168369	RUFFS SAW SERVICE	PO-310122	21.00
168370	SCOTT FORESMAN	PO-310822	8,097.02
		PO-310823	10,154.45
		PO-310838	5,897.61
		PO-310847	2,717.47
		PO-310848	2,527.56
		PO-310932	951.64
		PO-312216	2,758.62
168371	SCOTT FORESMAN	PO-311138	401.48
		PO-311538	1,301.08
168372	THE PARENT INSTITUTE	PO-311622	378.00
168373	UNITED PARCEL SERV	PO-311221	5,000.00
168374	PEARSON EDUCATION	PO-311402	970.23
168375	THE PARENT INSTITUTE	PO-310083	698.00
168376	MCMAHAN DESK INC	PO-311327	295.36
		PO-311805	307.09
168377	ADVANTAGE RADIATOR	PO-310566	2,428.90
168378	AIR CONDITIONING CONTROL SYS	PO-310236	433.33
168379	ALISO NIGUEL AUTO CARE	PO-310569	3,704.14
168380	ALISO VIEJO AUTO SERVICE	PO-310568	1,574.92
168381	AMS NET	PO-311695	6,222.56
168382	APPERSON	PO-311963	1,546.68
168383	ARIEL SUPPLY	PO-312235	51.56
168384	AZTEC TECHNOLOGY CORP	PO-312056	595.00
168385	BAILEY POTTERY EQUIPMENT CORP	PO-311376	4,593.00
168386	BEACH CITIES GLASS	PO-310572	746.98
168387	BEARCOM	PO-312465	223.01
168388	BRODART CO	PO-312300	208.60
168389	BUSWEST	PO-311681	145.17
168390	CAMCOR INC	PO-311837	537.66
		PO-312232	1,084.46
		PO-312245	2,688.30
		PO-312367	6,506.76
		PO-312381	182.34
		PO-312382	182.34
		PO-312384	703.52
		PO-312472	175.88
168391	CDW GOVERNMENT	PO-310395	113.10
168392	CINTAS	PO-310420	85.51
168393	CINTAS CORP	PO-310339	1,816.24
		PO-311380	203.22
168394	CINTAS CORPORATION #640	PO-311208	1,394.64
168395	CINTAS FIRST AID & SAFETY	PO-310240	125.52
168396	COMMUNITY PLAYTHINGS	PO-312049	3,159.25
168397	COSTCO S.J.C.	PO-311788	23.42

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Warrant Number	Name of Payee	Reference Number	Amount
168398	DANBRU WIRE & CABLE INC	PO-310332	1,346.34
		PO-311945	125.69
168399	DAVE BANG ASSOCIATES INC	PO-311575	1,772.61
168400	DEMCO INC	PO-312299	641.79
168401	DUNN-EDWARDS CORP	PO-310333	1,297.01
168402	FOLLETT LIBRARY RESOURCES	PO-311251	327.34
168403	FREESTYLE PHOTO SUPPLIES	PO-311964	2,355.94
168404	FREEWAY AUTO SUPPLY & MACHINE	PO-310529	653.02
168405	CARLOS GUZMAN INC	PO-312254	4,186.50
168406	FACTORY MOTOR PARTS	PO-310590	1,052.29
168407	FLEET SERVICE SPECIALIST LLC	PO-311744	5,750.85
168408	FOLLETT EDUCATIONAL SVC	PO-310856	1,259.60
		PO-310857	866.58
		PO-310858	1,228.36
		PO-310867	818.90
		PO-310923	91.98
168409	GARY GRIMM & ASSOCIATES	PO-312288	22.90
168410	GAYLORD BROS INC	PO-312298	683.13
168411	GEISENS AUTO UPHOLSTERY	PO-310531	246.55
168412	GOLDEN STAR TECHNOLOGY INC.	PO-312095	314.81
		PO-312233	77.37
168413	HAAN CRAFTS	PO-310190	197.93
168414	HEWLETT-PACKARD COMPANY	PO-311682	1,175.26
		PO-312165	397.11
		PO-312168	44.12
168415	HM RECEIVABLES CO. II, LLC	PO-312192	175.53
168416	HOLT MCDUGAL	PO-312009	3,269.33
168417	HORN IMPROVEMENT MUSIC CENTER	PO-310130	286.72
		PO-312573	1,909.36
168418	HUI-CHEN CHEN	PO-312570	3,126.91
168419	HUR FLOORING COMPANY	PO-311615	4,000.00
168420	HYDRO-SCAPE PRODUCTS INC	PO-310325	757.67
168421	IMAGE 2000	PO-310338	85.00
		PO-311415	309.66
		PO-312242	343.81
		PO-312386	475.48
168422	INTERSTATE BATTERIES	PO-310587	671.70
168423	IPC USA	PO-310585	30,483.13
		PO-310586	25,681.22
168424	JOHN DEERE LANDSCAPES	PO-310326	253.22
168425	JOSTENS	PO-311548	2,354.84
168426	JOSTENS	PO-312598	24.87
168427	KELLY PAPER COMPANY	PO-310113	6,505.45
168428	LAWNMOWERS ETC	PO-310327	1,352.06

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Warrant Number	Name of Payee	Reference Number	Amount
168429	DISCOUNT OFFICE SERVICES	PO-310149	328.57
		PO-310151	188.51
		PO-311685	25.73
		PO-312142	78.83
168430	JOHNSTONE SUPPLY	PO-310337	2,169.20
168431	LAKESHORE LEARNING MATLS	PO-312183	165.03
168432	W W GRAINGER INC	PO-312360	20,847.42
168433	ADAMS, KARA	PV-121390	224.58
168434	BANH, JULIE/NAM	PV-121392	729.14
168435	BERGMAN, TODD	PV-121418	112.85
168436	BERTOLA, ANGELO OR SANDRA	PV-121419	184.93
168437	BIRTCH, RANDY OR LAURA	PV-121553	217.03
168438	CONDIE, ERIC OR CHARLOTTE	PV-121397	185.29
168439	CROWELL, BRIDGETTE	PV-121422	425.18
168440	CUHADAROGLU, MEHMET OR BELGIN	PV-121425	998.23
168441	DICK, CRAIG OR BILLIE	PV-121398	248.56
168442	DIXON, KEN OR SHAUNA	PV-121400	364.79
168443	DOMINGUEZ, SOPHIA	PV-121401	75.04
168444	DOUGHERTY, EDNA	PV-121426	307.30
168445	EASTMAN, STEPHEN OR TARA	PV-121456	194.65
168446	GEISERT, GARRETT OR LEAH	PV-121402	238.90
168447	GORDON, DEBRA L	PV-121457	271.35
168448	GUTIERREZ, ALFONSO OR MARIA	PV-121428	175.12
168449	HADDAD, MIKE OR BECKY	PV-121429	184.93
168450	HALL, SHANELLE	PV-121403	156.65
168451	HAMEED, SHAWN	PV-121458	218.52
168452	HENRY, SAMANTHA	PV-121404	177.00
168453	HOEL, DAVID OR JILL	PV-121434	133.65
168454	HOGGATT, ROBERT/VERONICA	PV-121406	207.00
168455	HOWELLS, SHERI	PV-121407	335.67
168456	HYLTON, CHRIS OR HERMINIA	PV-121408	184.18
168457	JAMES, JUSTIN & ARLEN	PV-121409	75.86
168458	KEENE, SEAN OR TIFFANY	PV-121436	94.71
168459	KENDER, GREGORY OR TINA	PV-121410	192.60
168460	LAW, YUET	PV-121438	172.28
168461	LUNA-BARKLAGE, LETICIA	PV-121455	181.91
168462	MARTINEZ, ROBERT OR CHRISTINA	PV-121411	143.86
		PV-121413	492.04
168463	MC EACHRAN, KYLE OR MELISSA	PV-121439	225.89
168464	MYERS, JEANEENE/RUSTY	PV-121414	168.72
168465	NGUYEN, CHIEN OR LINH	PV-121415	98.53
168466	PERCIAVALLE, DAVID OR ARLENE	PV-121416	176.63
168467	RETTBERG, HELEN	PV-121446	442.90
168468	RICHMOND, HEIDI	PV-121454	162.29
168469	RODAS, PHILLIP AND CAROLYN	PV-121448	73.60

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168470	ROLING, ROGER OR MIKAIL	PV-121460	307.59
168471	ROSENBERRY, DONALD OR KELLY	PV-121449	123.61
168472	ROTH, JAY &/OR KERI	PV-121450	260.79
168473	STEBENNE, STUART/LISA	PV-121451	124.55
168474	TRITZ, RICHARD &/OR JULIE	PV-121452	159.27
168475	VON DWINGELO, ANTHONY/ELIZABET	PV-121417	71.17
168476	WILLIAMS, GINI	PV-121461	66.07
168477	BELANTO, LOREN	PV-121385	466.00
168478	BHAUMIK, ISHITA	PV-121386	20.00
168479	CINGARI, JOANN	PV-121388	20.00
168480	DEWEES, JULIA K	PV-121391	112.98
168481	GARCIA, SANDRA	PV-121393	77.00
168482	GODINEZ-WOLTMAN, VERONICA	PV-121394	21.00
168483	GRAY, LISA	PV-121395	46.05
168484	HARIRI, SARA	PV-121399	14.00
168485	HASS, DYLAN	PV-121396	91.00
168486	LEBS, RONALD N	PV-121421	18.00
168487	LUJANO, CHRISTIAN	PV-121424	110.00
168488	MOE, KENNETH L	PV-121412	71.72
168489	PARENTEAU, BAIN	PV-121430	13.00
168490	REESE, MCKAY	PV-121431	130.00
168491	RUHLEN, RICHARD	PV-121432	155.56
168492	SCOTT, CONNIE	PV-121433	69.43
168493	SENA, TAYLOR	PV-121435	77.00
168494	SNYDER, JOHN	PV-121437	90.00
168495	STIPPICK, JOHN/BARBARA	PV-121440	466.00
168496	STRICKLAND, GERRY	PV-121442	16.77
168497	YOUNG, MATTHEW	PV-121443	13.00
168498	BRADFORD, TARA	PV-121387	146.00
168500	MANN, DEVYN	PV-121405	200.00
168501	PENG, AMY	PV-121420	221.25
168502	BROOKMAN, JOSEPH	PV-121447	379.07
168503	BROWNE, CAROLE	PV-121453	29.97
168504	CARLISLE, TERESA	PV-121459	70.49
168505	CUNNINGHAM, CHADWICK	PV-121508	102.12
168506	DAGLEY, JEANA	PV-121462	196.47
168507	DIPOALO, TONY	PV-121463	94.91
168508	DIXON, AURORA	PV-121477	81.03
168509	FRENCH, ANDREA	PV-121549	16.65
168510	GONG, PHOEBE	PV-121510	288.60
168511	HANRATTY-RAJA, JENNIPHER	PV-121478	15.54
168512	HAUN, BARBARA	PV-121479	144.86
168513	HERTZ, JANA	PV-121480	283.05
168514	HIGHTOWER, SHERLIN	PV-121481	142.08
168515	HUYNH, TINA	PV-121512	107.12

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168516	JERZ, SARAH	PV-121514	201.47
168517	JONES, JOSEPH	PV-121519	173.17
168518	JUDITH S. BRADLEY	PV-121445	49.95
168519	KIMINAS, ANTHONY	PV-121482	152.63
168520	KLISTER, PAMELA	PV-121483	74.37
168521	LACHEMANN, DINA	PV-121520	74.37
168522	MAGWOOD, DONNA KATHERINE	PV-121485	37.74
168523	MAHINDRAKAR, MANOJ	PV-121521	290.00
168524	MITCHELL, KAREN P	PV-121522	164.28
168525	NASON, KIM	PV-121523	89.36
168526	NORRIS, MAUREEN	PV-121487	220.34
168527	O'KANE, MONIKA	PV-121490	103.23
168528	PARKER, LAURA	PV-121491	82.14
168529	PEREZ, RICHARD	PV-121524	79.92
168530	PETERSON, DEBRA	PV-121525	106.56
168531	RAFF, DEIDRE	PV-121551	202.58
168532	SHUMATE, DAGMAR	PV-121496	184.82
168533	SIELING, TARA	PV-121494	63.27
168534	STIRLING, ROBERT	PV-121526	254.19
168535	STRICKLAND, GERRY	PV-121527	125.43
168536	TALILI, AARON	PV-121497	82.70
168537	TALILI, MAILUMAI	PV-121499	240.87
168538	TERHUNE, CYNTHIA	PV-121502	213.68
168539	TESKEY, KAREN	PV-121528	81.03
168540	TODD, JENNIFER	PV-121529	177.60
168541	TUCKER, MARYANN	PV-121530	101.57
168542	VERDUGO, ANNIE	PV-121531	32.19
168543	WALTERS, ELAINE	PV-121532	38.85
168544	WENTZEL, KORY	PV-121533	149.85
168545	WILMOT, ERICA	PV-121534	7.77
168546	WOLFSON, DONNA	PV-121535	164.84
168547	WRIGHT, RACHEL	PV-121536	42.74
168548	YSLAS, BOBBIE SUE	PV-121537	13.88
168549	BEAHM, BROOKE	PV-121444	87.14
168550	BRASSO, DANIEL	PV-121506	7.77
168551	BECERRIL, ARTURO OR BLANCA	PV-121498	50.78
168552	BIRTCH, RANDY OR LAURA	PV-121500	259.50
168553	BOYD, VALERIE	PV-121501	101.97
168554	CLIFFORD, SUSAN OR JACK	PV-121465	149.64
168555	CROWELL, BRIDGETTE	PV-121464	176.79
		PV-121503	212.59
168556	CUHADAROGLU, MEHMET OR BELGIN	PV-121504	293.59
168557	DIAZ, JOSE OR MEREDITH	PV-121466	200.43
		PV-121467	160.35
168558	DICK, CRAIG OR BILLIE	PV-121505	201.07

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Warrant Number	Name of Payee	Reference Number	Amount
168559	GAU, MARY	PV-121507	164.83
168560	GIDEONS, CHRIS OR VALLI	PV-121468	409.57
168561	GORDON, DEBRA L	PV-121511	223.46
168562	HALL, SHANELLE	PV-121513	121.83
168563	HARRAMAN, RUSSEL & IVANA	PV-121469	122.81
		PV-121470	85.97
		PV-121515	112.76
168564	HOGGATT, ROBERT/VERONICA	PV-121471	179.65
		PV-121516	295.61
168565	HOWELLS, SHERI	PV-121472	164.51
168566	JACKSON, JENNIFER	PV-121473	200.09
168567	JOHNSON, LORI	PV-121474	118.73
168568	JONES, JENNIFER OR KIMBALL	PV-121475	106.25
		PV-121517	71.07
168569	KIM, KANG	PV-121538	161.69
168570	LIDDLE, DREW & LESLIE	PV-121484	130.57
		PV-121539	125.09
168571	LOUIE, DARRYL OR CATHERINE	PV-121540	399.10
168572	MAISENBACHER, MATT OR VANESSA	PV-121541	191.53
168573	MARTINEZ, ROBERT OR CHRISTINA	PV-121542	240.46
168574	MC EACHRAN, KYLE OR MELISSA	PV-121486	171.30
		PV-121543	205.35
168575	O'CONNOR, BRENDAN & JACQUELINE	PV-121488	261.78
		PV-121544	367.32
168576	REISNER, GARRY OR SHELAGH	PV-121493	408.53
168577	RETTBERG, HELEN	PV-121489	280.71
		PV-121492	224.57
168578	ROLING, ROGER OR MIKAIL	PV-121545	253.30
168579	ROTH, JAY &/OR KERI	PV-121546	248.75
168580	SHOOK, SIAN	PV-121495	211.35
		PV-121547	92.20
168581	TRITZ, RICHARD &/OR JULIE	PV-121548	93.68
168582	VON DWINGELO, ANTHONY/ELIZABET	PV-121550	49.92
168583	WILLIAMS, GINI	PV-121552	77.10
168584	PRO-ED	PO-310991	82.50
		PO-311093	5,530.50
168585	PSYCHOLOGICAL ASSESSMENT RES	PO-311091	3,127.00
168586	RADIO SHACK	PO-310189	37.03
168587	RENAISSANCE LEARNING INC	PO-311620	1,109.82
168588	RIVERSIDE PUBL CO	PO-311097	1,404.52
		PO-311117	218.09
		PO-311904	344.91
		PO-312218	732.49
168589	ROCHESTER 100/NICKY'S FOLDERS	PO-310509	367.50
		PO-310510	172.50

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Warrant Number	Name of Payee	Reference Number	Amount
168590	RONO COMPANY	PO-310702	218.78
168591	SADDLEBACK GOLF CARS	PO-312473	276.85
		PO-312519	286.76
168592	SATOR SOCCER	PO-312327	1,924.33
168593	SCHOLASTIC INC	PO-312348	945.00
168594	SELECT EQUIPMENT SALES INC	PO-310126	814.91
168595	SIMPLEX GRINNELL LP	PO-310738	3,770.00
		PO-311442	3,423.24
168596	SMARDAN SUPPLY COMPANY	PO-310348	510.81
168597	SO COAST DISTRIBUTING CO	PO-310291	25.64
168598	SOUTH COAST ANSWERING SERVICE	PO-310178	164.44
168599	SOUTH COAST MEDICAL GROUP	PO-310413	50.00
168600	SPECIALTY EQUIPMENT CO	PO-312057	2,367.51
168601	SPICERS PAPER CO	PO-310277	7,902.78
168602	SPORTS FACILITIES GROUP INC	PO-310345	725.00
168603	STERICYCLE INC	PO-311045	104.70
168604	TARGET SPECIALTY PROD	PO-310318	3,739.88
168605	TEACHER DIRECT	PO-311514	77.51
168606	TECH4LEARNING	PO-311148	248.00
168607	THINKING MAPS INC	PO-311706	713.85
168608	THYSSENKRUPP ELEVATOR CORP	PO-310346	382.00
168609	TIME FOR KIDS	PO-310249	756.00
168610	TONY'S LOCKSMITH SERVICE	PO-310174	14.82
168611	TRAFFIC CONTROL SERVICE	PO-310173	394.37
168612	TRI SIGNAL INTEGRATION INC.	PO-311019	1,029.07
168613	TROXELL COMM INC	PO-311424	187.49
168614	UNITED RENTALS	PO-310313	90.51
168615	US GAMES	PO-311665	27.72
168616	VALIANT IMC	PO-311445	302.40
168617	VANTAGE LEARNING	PO-311887	3,375.00
168618	VERIZON WIRELESS	PO-311033	259.25
168619	VERNON LIBRARY SUPPLIES INC	PO-310883	210.54
		PO-310884	177.78
		PO-311633	180.17
168620	VICTORY PADDLE/SCHOOL PASSES	PO-310704	96.95
168621	WAL MART COMMUNITY	PO-311760	46.68
168622	WAL MART COMMUNITY	PO-311640	303.97
168623	WARDS NATURAL SCIENCE	PO-310791	149.34
		PO-310792	460.44
		PO-310793	203.96
168624	WEEKLY READER	PO-310371	155.76
168625	WESTERN PSYCH SERVICES	PO-311095	474.10
168626	WIESER EDUCATIONAL	PO-310088	2,698.69
168627	WAL MART COMMUNITY	PO-311296	966.65
168628	WAL MART COMMUNITY	PO-311295	1,201.34

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168629	CORVEL CORPORATION	PO-310023	163,642.42
168630	CAPISTRANO UNIFIED SCHOOL DIST	PO-310247	52,053.25
168631	METROPOLITAN EMPLOYEES	PO-310007	3,687,073.75
		PO-310012	21,699.22
168632	ACSI	PO-312545	3,472.00
168633	CASBO	PO-312116	295.00
168634	CCIS	PO-311955	700.00
168635	CHARTER SCHOOLS DEVELOPMENT	PO-312004	790.00
168636	DELL MARKETING L.P.	CL-011860	19,334.00
168637	LATINO FAMILY LITERACY PROJECT	PO-312438	200.00
168638	ORANGE COUNTY DEPT OF EDUCATIO	PO-310096	2,200.00
168639	SAN DIEGO COUNTY SUPT OF SCH	PO-312149	45.00
168640	SCHOOL SERVICES OF CALIF	PO-311841	175.00
168641	APPLE COMPUTER INC	PO-312038	10,089.08
168642	BARBER & GONZALES CONSULTING	PO-312110	5,521.62
168643	DELL MARKETING L P	PO-312062	4,824.17
		PO-312118	1,244.39
168644	HELEN B TROSS	PO-312632	1,200.00
168645	MEET THE MASTERS	PO-310457	3,105.23
		PO-310471	1,697.81
		PO-312137	3,016.46
168646	YMCA OF ORANGE COUNTY	PO-311668	10,966.90
		PO-311669	8,805.91
168647	BOWIE ARNESON WILES &	PO-311187	1,410.00
168648	CITY OF SAN JUAN CAPISTRANO	PO-310360	3,656.13
168649	GEORGE COOPER RUDOLPH ATTORNEY	PO-311284	20,837.69
168650	SAN DIEGO GAS & ELECTRIC	PO-310354	113,775.43
168651	SANTA MARGARITA WATER	PO-310357	18,310.40
168652	SO CAL GAS CO	PO-310352	4,751.76
168653	SO COAST WATER DIST	PO-310355	15,431.43
168654	SOUTHERN CALIFORNIA EDISON	PO-310353	5,463.27
168655	COUNTY OF ORANGE	PO-312663	15,917.74
168656	COUNTY OF ORANGE	PO-312664	2,282.74
168657	COUNTY OF ORANGE	PO-312665	8,499.78
168658	COUNTY OF ORANGE	PO-312666	7,799.00
168659	COUNTY OF ORANGE	PO-312667	7,799.00
168660	BENS ASPHALT	PO-311824	8,446.46
		PO-312241	2,400.00
168661	CA DEPT OF ED	PV-121558	6,477.04
168662	PACIFIC MOBILE HOME CONS	PO-310300	500.86
		PO-311991	278.25
		PO-311999	1,001.70
168663	PACIFIC PLUMBING COMPANY OF	PO-310301	259.00
168664	STATE BD EQUALIZATION	PV-121557	4,089.00

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Warrant Number	Name of Payee	Reference Number	Amount
168665	TANDUS FLOORING INC.	PO-312157	1,473.26
		PO-312403	10,873.97
168666	MILLER MECHANICAL	PO-312054	1,517.21
168667	SAFETY KLEEN CORP	PO-311150	364.01
168668	SEHI COMPUTER	PO-310110	335.91
168669	SIMPLEX GRINNELL LP	PO-311680	3,659.81
168670	SPORT CHALET	PO-310732	6,367.17
168671	SUPER DUPER INC.	PO-312334	228.64
		PO-312335	109.95
		PO-312336	280.00
168672	TRUCPAR CO	PO-310570	2,105.99
168673	WATERLINES TECHNOLOGIES INC	PO-310344	5,355.47
168674	WAXIE	PO-310363	970.16
168675	MACMILLAN/MCGRAW-HILL	PO-311636	2,773.39
168676	MCGRAW-HILL	PO-310860	464.96
		PO-310861	915.47
		PO-310862	358.35
168677	MILLER MECHANICAL	PO-312054	2,548.00
168678	ORANGE COUNTY PROBATION DEPT	PO-310688	1,850.00
168679	SCHOOL SPACE SOLUTIONS	PO-311328	694.99
		PO-311403	1,313.64
168680	SEHI COMPUTER	PO-310110	88.89
168681	SMART & FINAL	PO-310140	169.69
		PO-310143	77.48
		PO-310399	101.31
		PO-310426	96.95
		PO-312130	89.02
168682	SOUTHWEST SCHOOL SUPPLY	-	
		PO-310158	288.73
		PO-310159	379.90
		PO-310196	140.36
		PO-310198	91.73
		PO-310202	81.71
		PO-310203	288.05
		PO-310204	303.93
		PO-310205	260.09
		PO-310207	119.23
		PO-310209	85.45
		PO-310210	88.14
		PO-310211	47.95

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168683	SOUTHWEST SCHOOL SUPPLY	-	
		PO-310212	62.34
		PO-310213	481.49
		PO-310404	18.93
		PO-310405	7.28
		PO-310418	877.16
		PO-310428	31.09
		PO-310429	142.41
		PO-310431	11.10
		PO-310436	1,668.44
168684	SOUTHWEST SCHOOL SUPPLY	-	
		PO-310744	2.46
		PO-311104	1,036.56
		PO-311108	42.54
		PO-311306	58.80
		PO-311347	779.03
		PO-311481	16.66
		PO-311546	156.46
		PO-311605	133.06
		PO-311606	975.76
		PO-311645	407.29
168685	SOUTHWEST SCHOOL SUPPLY	PO-311645	753.47
		PO-311660	514.85
		PO-311664	1,360.71
168686	SPICERS PAPER CO	PO-310277	4,662.84
168687	SPORT CHALET	PO-311861	1,034.23
168688	STERICYCLE INC	PO-311045	206.45
168689	SUPER DUPER INC.	PO-311443	7,549.00
		PO-311618	349.85
		PO-312084	270.63
		PO-312085	144.75
168690	TIFCO INDUSTRIES	PO-310554	71.36
168691	TOXGUARD FLUID TECHNOLOGIES	PO-310552	574.89
168692	TUTTLE-CLICK FORD	PO-310571	3,305.57
168693	UNITED PARCEL SERV	PO-311221	10,000.00
168694	WATERLINES TECHNOLOGIES INC	PO-310344	6,624.03
168695	WAXIE	PO-310363	2,308.80
168696	SMART & FINAL	PO-310141	85.48
168697	ALPHA SOUND AND LIGHTING	PO-310232	184.67
168698	ATG - DESIGNING MOBILITY INC	PO-312413	48.54
168699	AUDITORY INSTRUMENTS	PO-312244	33.87
168700	B & H PHOTOGRAPHY	PO-312662	805.28
168701	BEACH CITIES GLASS	PO-310572	645.23
168702	BETTER BUSINESS RECORDS	PO-310229	70.98
		PO-311237	7.49

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Warrant Number	Name of Payee	Reference Number	Amount
168703	BEYOND PLAY	PO-312319	70.71
168704	CAMCOR INC	PO-312365	3,225.97
		PO-312379	459.51
168705	CLARK SECURITY PRODUCTS	PO-310331	4,572.81
168706	DAY LITE MAINTENANCE	PO-312108	4,500.56
168707	DYNAVOK SYSTEMS LLC	PO-310036	1,989.50
168708	EDUCATIONAL DATA SYSTEMS	PO-311771	2,263.76
168709	FOLLETT EDUCATIONAL SVC	PO-312451	381.98
		PO-312456	152.79
168710	GOLDEN RULE BINDERY	PO-310887	585.18
168711	GOPHER ATHLETIC/SPORTS	PO-312657	868.94
168712	HIRSCH PIPE & SUPPLY	PO-310310	362.51
168713	HYDRO-SCAPE PRODUCTS INC	PO-310325	430.66
168714	IMAGE 2000	PO-310338	633.23
		PO-311739	163.85
168715	JOHN DEERE LANDSCAPES	PO-310326	327.48
168716	LINGUI SYSTEMS INC	PO-312499	106.85
168717	ENVIRONMENTAL MANAGEMENT TECH	PO-312302	700.00
		PO-312655	761.60
168718	DISCOUNT OFFICE SERVICES	PO-310149	65.26
		PO-310151	241.27
		PO-310419	0.34
		PO-310945	21.00
		PO-311685	115.92
		PO-312142	46.30
168719	LAKESHORE LEARNING MATLS	PO-312221	2,230.43
		PO-312259	138.02
168720	ALDACO, SAMANTHA	PV-121560	15.00
168721	BUSTOS, TOM	PV-121562	15.00
168722	DEAN JULIE	PV-121563	67.00
168723	GROFF, DANA	PV-121579	95.29
168724	JAGGIE, AMRIT	PV-121565	66.00
168725	LEVINE, DARLEEN	PV-121566	15.00
168726	MORALES, CRISTINE	PV-121567	80.00
168727	PARKER, DANIEL	PV-121568	15.00
168728	PERKINS, KENNETH	PV-121569	93.00
168729	ROBINSON, KATIE	PV-121570	29.65
168730	ROMANO, LISA	PV-121571	60.00
168731	SANCHEZ, CHRISTIAN	PV-121572	25.00
168732	SOULOPULOS, THEODORE	PV-121573	82.00
168733	SULISZ, CYNDY	PV-121574	20.00
168734	SWIAKOWSKI, PETER	PV-121575	15.00
168735	SWINDELL, JORDAN	PV-121576	80.00
168736	THOMPSON, TRISSA	PV-121577	57.00
168737	WRIGHT, KENNETH	PV-121578	32.00

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168738	BUSKO, ERIKA	PV-121561	134.00
168739	ATKINSON ANDELSON LOYA	PO-311638	13,372.49
168740	CLIFFORD, JACK	PO-310256	421.51
168741	DANIEL, JASON & RUTHIE	PO-310767	1,069.00
168742	DELL MARKETING L P	PO-312076	30,134.14
168743	ERIC BROUGHAM AND/OR	PO-310260	106.92
168744	FRIEHLING, JAY AND BERNICE	PO-310265	290.00
168745	HARBOTTLE LAW GROUP	PO-311692	4,950.50
168746	HERITAGE CENTER	PO-310273	8,744.40
168747	OAK GROVE INSTITUTE	PO-312222	2,465.63
		PO-312569	2,335.86
168748	ORANGE CTY TESTING SERV	PO-310768	100.00
168749	PATTERSON, PAMELA	PO-310764	1,707.12
168750	ROLEY, SUSANNE SMITH	PO-311533	1,400.00
168751	SALLER LEP, DENNIS I	PO-312688	3,500.00
168752	SPEECH & LANGUAGE DEVEL	PO-310614	3,872.50
		PO-310621	3,709.50
		PO-310622	5,029.25
		PO-310623	5,248.75
		PO-312064	5,311.50
168753	TERAN, KARINA	PO-310268	503.40
168754	WINGARD, RICHARD AND LORENA	PO-312035	1,250.00
168755	YMCA OF ORANGE COUNTY	PO-311667	9,061.95
168756	CASTO CHAPTER 2	PO-312151	175.00
168757	CLEF REGISTRATION	PO-312648	120.00
168758	DANNIS WOLIVER KELLEY	PO-311184	203.35
		PO-311190	1,470.00
		PO-311192	1,379.35
		PO-311691	25,894.24
168759	KRANTZ, TRICIA ELIZABETH	PO-310940	1,080.00
		PO-310996	720.00
168760	ORANGE COUNTY DEPT OF EDUCATIO	PO-311098	250.00
168761	PROFESSIONAL TUTORS OF AMERICA	PO-311021	156.00
168762	SANDOR, LASZLO/COURTENAY	PO-311085	473.55
168763	STEIN, CHRISTINE E	PO-311319	3,360.00
168764	GUIDED DISCOVERIES	PO-312649	4,440.00
168765	HERITAGE MUSEUM OF OC	PO-312600	436.00
		PO-312650	416.00
168766	SOUTHERN CALIFORNIA GRAY LINE	PV-121580	2,556.76
168767	Capistrano Connections Academy	PV-121582	33,796.73
168768	OPPORTUNITY FOR LEARNING	PV-121581	3,353.44
168769	MOBILE MODULAR	PO-311229	610.00
168770	MOULTON NIGUEL WATER	PO-310358	6,037.40
168771	SAN DIEGO GAS & ELECTRIC	PO-310354	8,047.40
168772	SANTA MARGARITA WATER	PO-310357	2,670.89

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Warrant Number	Name of Payee	Reference Number	Amount
168773	SO CAL GAS CO	PO-310352	9,033.08
168774	SOUTHERN CALIFORNIA EDISON	PO-310353	62,471.21
168775	ACORN MEDIA	PO-311530	8,143.04
168776	AMS NET	PO-311059	1,804.10
		PO-311231	2,786.53
		PO-311707	501.04
168777	ANAHEIM BAND INSTRUMENTS	PO-310132	2,703.73
168778	BEE MAN	PO-310294	708.00
168779	BLU-WISE MGMT INC	PO-312014	183.09
168780	BUDGETEXT CORP	PO-312453	39.05
168781	CAMCOR INC	PO-312158	308.41
		PO-312383	292.25
		PO-312385	292.25
		PO-312479	537.66
168782	CCS PRESENTATION SYSTEMS INC	PO-305015	2,842.45
168783	COTO CONSTRUCTION	PO-312372	2,244.00
168784	DENAULT'S HARDWARE	PO-310223	42.67
		PO-310528	178.73
168785	ESPECIAL NEEDS	PO-312560	43.45
168786	FLINN SCIENTIFIC INC	PO-312047	182.49
168787	GANAHL LUMBER	PO-310309	28.87
		PO-310334	7,756.76
		PO-312145	104.88
168788	GOLDEN STAR TECHNOLOGY INC.	PO-312247	95.85
168789	GOV CONNECTION INC	PO-312563	1,973.64
168790	HARCOURT OUTLINES,	PO-312432	127.95
168791	HYDRO-SCAPE PRODUCTS INC	PO-310325	318.70
168792	IMAGE 2000	PO-310338	371.33
168793	INDUSTRIAL FORMULATORS INC	PO-312051	238.78
168794	JANELLE PUBLICATIONS INC	PO-312493	99.00
168795	KELLY PAPER COMPANY	PO-310113	1,804.88
168796	LAWNMOWERS ETC	PO-310327	699.36
168797	LEARNING A-Z	PO-312153	533.13
168798	MCGRAW-HILL	PO-310855	6,207.64
168799	PLAYSCRIPTS INC	PO-312627	227.30
168800	THE REEDERY	PO-312670	145.00
168801	GRADUATION SOURCE	PO-312719	100.00
168802	BEJARANO, CRYSTAL F	PV-121616	9.94
168803	MOE, KENNETH L	PV-121617	137.75
168804	DISCOUNT OFFICE SERVICES	PO-310151	125.87
		PO-310945	72.02
		PO-311685	453.02
168805	LAKESHORE LEARNING MATERIALS	PO-311701	193.67
168806	LAKESHORE LEARNING MATLS	PO-311844	6,000.01
168807	W W GRAINGER INC	PO-312360	2,514.45

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Warrant Number	Name of Payee	Reference Number	Amount
168808	BARRETT, JANET S	PV-121620	180.93
168809	BEAUCHAINE, KIMBERLY	PV-121621	199.80
168810	BENE, CHERI	PV-121622	196.47
168811	BRUNSON JR., LARRY W.	PV-121623	255.30
168812	BUTLER, SUSAN	PV-121624	174.27
168813	CASPERSON, KATHRYN	PV-121625	36.63
168814	CURLEY, JULIE	PV-121626	48.29
168815	EDEN, CRIS	PV-121627	67.71
168816	FLUENT, TERRY	PV-121628	83.05
168817	FRANCO, MARIA	PV-121629	63.27
168818	HALL, SHEILA	PV-121630	170.94
168819	HERTZ, JANA	PV-121631	193.14
168820	HESELSTINE, CHRISTINA	PV-121632	69.93
168821	O'TONER, ERIC M	PV-121634	31.08
168822	RICHTSMEIER, AUNDREA	PV-121635	39.41
168823	RIEGERT, KAREN	PV-121636	122.66
168824	SHAH, RANA	PV-121638	44.40
168825	SHAPLAND, CHERYL	PV-121639	81.03
168826	STOFFEL, DAVID E	PV-121640	71.04
168827	SUNICO, MA REGINA	PV-121641	183.15
168828	TABARI, LISA SEYEDI	PV-121642	133.76
168829	TESKEY, KAREN	PV-121643	167.06
168830	WARD, KERBY	PV-121644	44.40
168831	WHALEN, ANDREA	PV-121645	173.16
168832	AZZAZY, AMPARO	PV-121619	69.93
168833	EDEN, CRIS	PV-121627	49.95
168834	ANTIFAE, DONNA	PV-121618	5.55
168835	LAWING, KORIN	PV-121633	154.29
168836	ROSS, KIRSTEN	PV-121637	17.76
168837	SCHOOL IMPROVEMENT NETWORK	PO-310248	15,435.00
168838	CAPISTRANO UNIFIED SCHOOL DIST	PO-310247	45,297.89
168839	CONNECTICUT GEN LIFE INS CO	PO-310011	14,178.40
168840	CONNECTICUT GENERAL LIFE	PO-310010	34,568.11
168841	UNUM LIFE INSURANCE	PO-310009	9,493.92
168842	AMERICAN LOGISTICS COMPANY LLC	PO-311532	8,335.00
168843	COMMUNITY ROOTS	PO-311308	42,477.00
168844	Capistrano Connections Academy	PO-311335	566,303.00
168845	JOURNEY CHARTER SCHOOL	PO-312227	94,877.00
168846	OCEAN INSTITUTE	PO-312603	2,000.00
		PO-312642	600.00
168847	OPPORTUNITY FOR LEARNING	PO-311334	61,491.00
168848	OXFORD ACADEMY	PO-311336	196,402.00
168849	SAN JUAN HILLS HS ASB	PO-312599	6,500.00

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Warrant Number	Name of Payee	Reference Number	Amount
168850	US BANK CORP PAYMENT SYSTEM	-	
		CM-120073	19.99-
		CM-120074	96.89-
		PV-121650	5,757.53
		PV-121677	374.61
		PV-121678	2,985.00
168851	US BANK CORP PAYMENT SYSTEM	PV-121678	408.86
		PV-121691	5,766.85
168852	US BANK CORP PAYMENT SYSTEM	PV-121650	327.78
168853	US BANK CORP PAYMENT SYSTEM	PV-121691	531.62
168854	BAESRT, PEGGY	PV-121657	139.45
168855	BAILEY, APRIL	PV-121689	546.34
168856	BARRETT, JANET S	PV-121670	53.84
168857	CAMPBELL, MEGAN	PV-121671	34.72
168858	CARLISLE, BRUCE	PV-121676	1,683.07
168859	CROWELL, BRIDGETTE	PV-121673	146.16
168860	DOUGHERTY, JOLENE	PV-121658	463.18
168861	ELLIOTT, CHRISTIE	PV-121662	221.63
168862	FOSTER, LINDSEY	PV-121666	350.00
168863	GLIDDEN, ERIN	PV-121681	40.00
168864	GOIT, JENNY	PV-121668	583.46
168865	GRANT, TRACY	PV-121665	70.00
168866	HIGHTOWER, SHERLIN	PV-121659	28.73
168867	IMSLAND, TRACEY	PV-121661	66.64
168868	KERR, ELIZABETH	PV-121667	591.25
168869	LOFTIS, JENNIFER	PV-121684	686.85
168870	MICKELSON, LYNDSEY L	PV-121686	335.78
168871	ODES, TANIA	PV-121690	38.85
168872	ORDONEZ, LOURDES	PV-121687	746.00
168873	PATTERSON, SUSAN	PV-121682	666.22
168874	RETTBERG, HELEN	PV-121674	238.60
168875	RICHARDS, BARBARA	PV-121683	542.63
168876	ROYAL, SUSAN M	PV-121688	684.95
168877	SILECI, PAUL	PV-121669	673.50
168878	SUNICO, MA REGINA	PV-121664	231.54
168879	VELARDE, VALERIE G	PV-121672	143.43
168880	ALISO AQUATICS	PV-121655	3,080.00
168881	FIT KIDS AMERICA	PV-121654	14,602.00
168882	MAD SCIENCE	PV-121652	39,435.90
168883	O'CONNOR, CASEY	PV-121653	1,241.00
168884	AUTISM BEHAVIOR CONSULTANTS	PO-311062	5,790.00
168885	CENTER FOR AUTISM &	PO-311557	514.81
		PO-311947	1,454.14
168886	CROMWELL, PATRICIA	PO-310498	405.00
168887	FARIBORZ, SURUR FAZELI	PO-312272	295.12

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Warrant Number	Name of Payee	Reference Number	Amount
168888	FARRELL, MIN KIM AND DONALD	PO-311004	2,400.00
168889	GRUBBS-AURIEMMA, ANNETTE	PO-310255	485.63
168890	HABERMANN, RACHEL	PO-312720	1,500.00
168891	HEAR NOW ABRAMSON AUDIOLOGY	PO-310789	812.50
168892	HERITAGE CENTER	PO-312726	288.40
168893	KIM AND/OR, CHANDRA	PV-121692	385.50
168894	LEISURE CARE NURSES REGISTRY	PO-310047	6,460.00
168895	MARDAN CENTER OF ED	PO-310053	3,440.00
		PO-310067	2,752.00
168896	MAXIM HEALTHCARE SERVICES	PO-310046	2,760.00
168897	OAK GROVE INSTITUTE	PO-312222	13,383.00
		PO-312569	13,123.00
168898	ORANGE COUNTY THERAPY SERVICE	PO-310692	18,720.00
168899	ORANGE CTY DEPT EDUC	PO-311398	339,475.00
		PO-311399	111,598.27
		PO-311734	188,082.35
168900	PATTERSON, PAMELA	PO-310764	660.00
168901	PAUL ALAN DORES	PO-310500	1,600.00
168902	POSNER, CARLA AND/OR BRUCE	PO-312065	684.38
168903	RAINS, SANDY AND MAYNARD	PO-311084	651.00
168904	STUTZ ARTIANO SHINOFF & HOLTZ	PO-311490	4,895.91
168905	CAMPCO	PO-311366	10,302.00
168906	AVID CENTER	PO-312566	515.00
168907	BARRETT-ROBINSON INC	PO-310330	4,119.09
168908	BATTERIES PLUS	PO-310230	340.43
168909	BJ BINDERY	PO-312305	410.00
168910	BRINKS INC.	PO-311871	284.38
168911	CAMCOR INC	PO-312476	17.40
168912	CINTAS	PO-310420	158.17
168913	CINTAS CORP	PO-310339	1,122.62
		PO-311380	140.86
168914	CLARK SECURITY PRODUCTS	PO-310331	5,840.05
168915	DANBRU WIRE & CABLE INC	PO-310332	732.25
		PO-311978	713.69
168916	DAY LITE MAINTENANCE	PO-310297	1,655.80
		PO-312852	7,367.60
168917	DEL SOL BOOKS	PO-311956	43.96
		PO-312107	627.14
168918	DUNN-EDWARDS CORP	PO-310333	440.22
168919	DYNAVOK SYSTEMS LLC	PO-312539	1,247.97
168920	EAGLE	PO-311921	3,270.77
168921	EBERHARD EQUIPMENT	PO-310324	1,375.69
168922	EDUPRESS	PO-312540	352.28
168923	EVERYTHING MEDICAL	PO-311086	444.24

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Warrant Number	Name of Payee	Reference Number	Amount
168924	FOLLETT EDUCATIONAL SVC	PO-311628	1,508.82
		PO-312457	229.18
		PO-312458	229.18
		PO-312585	59.53
168925	FRICTION MATERIALS CO.	PO-310588	1,398.25
168926	GENESIS INC	PO-312437	158.25
168927	GOV CONNECTION INC	PO-312208	251.36
168928	HEWLETT-PACKARD COMPANY	PO-312163	441.23
168929	HIRSCH PIPE & SUPPLY	PO-310310	725.88
168930	HOLT MCDUGAL	PO-312586	160.86
168931	IMAGE 2000	PO-310338	276.26
168932	JIM'S MUSIC CENTER	PO-311331	500.00
168933	LINGUI SYSTEMS INC	PO-312497	209.85
		PO-312530	165.85
168934	IRON MOUNTAIN	PO-310026	136.35
168935	COMMERCIAL FENCE & IRON WORKS	PO-311998	5,140.00
168936	HM RECEIVABLES CO LLC	PO-312686	477,779.41
168937	PACIFIC PLUMBING COMPANY OF	PO-312855	8,586.71
168938	TANDUS FLOORING INC.	PO-312052	861.71
		PO-312389	1,054.29
		PO-312459	1,042.83
168939	US BANK	PO-312848	1,416,438.75
168940	CAPISTRANO UNIFIED SCHOOL DIST	PO-310247	61,008.55
168941	METROPOLITAN EMPLOYEES	PO-310007	3,665,795.67
		PO-310012	21,534.00
168942	CORVEL CORPORATION	PO-310025	30,588.78
168943	CITY OF SAN JUAN CAPISTRANO	PO-310360	6,627.63
168944	COUNTY OF ORANGE-WASTE MNGT	PO-310351	729.79
168945	MOULTON NIGUEL WATER	PO-310358	897.69
168946	SAN DIEGO GAS & ELECTRIC	PO-310354	241,969.20
168947	SANTA MARGARITA WATER	PO-310357	751.82
168948	SO CAL GAS CO	PO-310352	946.51
168949	SOUTHERN CALIFORNIA EDISON	PO-310353	63,483.62
168950	DISCOUNT OFFICE SERVICES	PO-310149	80.74
168951	JOHNSTONE SUPPLY	PO-310337	1,443.86
		PO-312443	3,405.99
168952	APPLE COMPUTER INC	PO-312517	3,473.02
		PO-312523	759.17
		PO-312524	1,425.92

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Warrant Number	Name of Payee	Reference Number	Amount
168953	DELL MARKETING L P	CM-120075	1,500.48-
		PO-312127	5,252.64
		PO-312314	1,234.05
		PO-312316	6,502.31
		PO-312317	7,404.32
		PO-312321	1,314.87
		PO-312333	1,234.05
		PO-312369	3,317.50
		PO-312491	649.67
		PO-312511	25,986.85
		PO-312513	187.59
		PO-312515	732.65
		PV-121742	22,173.25
168954	ORANGE COUNTY DEPT OF EDUCATIO	PO-310019	1,500.00
168955	ORANGE CTY DEPT EDUC	PO-305444	3,300.00
168956	SAN DIEGO COUNTY SUPT OF SCH	PO-312656	45.00
168957	SCHOOL SERVICES OF CALIF	PO-311926	175.00
		PO-312362	350.00
168958	T DAVIS & ASSOCIATES INC	PO-310373	2,916.66
168959	JFK TRANSPORTATION CO INC	PV-121740	905.25
168960	KONICA MINOLTA BUSINESS SOLNS	PO-311287	748.00
168961	SOUTHERN CALIFORNIA GRAY LINE	PV-121741	1,360.00
168962	TANAKA FARM & PUMPKIN PATCH	PO-312284	1,692.00
168963	AUTISM SPECTRUM THERAPIES	CL-011582	1,627.50
168964	BLIND CHILDRENS LRNG CTR	PO-310069	3,353.00
168965	CATHEDRAL HOME FOR CHILDREN	PO-310618	8,963.24
168966	CHILEDA	PO-310258	2,514.84
168967	CINNAMON HILLS SCHOOL	PO-310057	10,381.00
		PO-310060	11,809.00
168968	DEVEREUX ARIZONA	PO-310612	8,936.06
168969	DEVEREUX CLEO WALLACE	PO-310071	8,979.07
		PO-310275	8,979.07
		PO-312844	288.40
168970	ERIC BROUGHAM AND/OR	PO-310260	131.00
168971	FAMILY LIFE CENTER BODEGA	PO-310055	11,784.95
		PO-310064	11,784.95
		PO-310065	11,784.95
168972	FARRELL, MIN KIM AND DONALD	PO-311004	1,200.00
168973	GOODWILL INDUSTRIES	PO-310496	17,160.00
		PO-311935	240.00
		PO-312903	270.00
168974	MARY MERCHANT	PO-311997	1,050.00
168975	OAK GROVE INSTITUTE	PO-312222	10,642.17
		PO-312569	10,642.17
168976	OAK GROVE SCHOOL	PO-312504	4,305.00

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Warrant Number	Name of Payee	Reference Number	Amount
168977	OCEANVIEW SCHOOL	PO-310063	4,692.00
		PO-310066	4,932.00
		PO-310068	3,672.00
		PO-310082	4,932.00
		PO-310271	4,932.00
		PO-310272	2,736.00
		PO-310613	4,240.00
		PO-311395	3,520.00
		PO-312433	4,240.00
168978	ORANGE CTY DEPT EDUC	PO-311398	20,368.50
168979	ORANGE CTY TESTING SERV	PO-310768	150.00
168980	PARADIGM HEALTH CARE SERVICES	PO-311654	1,212.84
168981	PATTERSON, PAMELA	PO-310764	114.00
168982	PLIHA SPEECH & LEARNING CENTER	PO-311394	1,700.00
168983	POSNER, CARLA AND/OR BRUCE	PO-312065	720.40
168984	PYRAMID AUTISM CENTER	PO-310052	3,375.00
168985	RAINBOW CONNECTION	PO-311902	412.00
168986	RED ROCK CANYON SCHOOL	PO-310070	9,445.00
168987	SANDOR, LASZLO/COURTENAY	PO-311085	505.12
168988	THERAPEUTIC EDUCATION CENTER	PO-310619	5,610.00
		PO-311016	4,275.00
168989	YELLOWSTONE BOYS & GIRLS RANCH	PO-310054	8,400.50
		PO-310072	8,400.50
168990	CITY OF SAN CLEMENTE	PO-310359	19,260.67
168991	CITY OF SAN JUAN CAPISTRANO	PO-310360	9,292.68
168992	SAN DIEGO GAS & ELECTRIC	PO-310354	43,373.17
168993	SANTA MARGARITA WATER	PO-310357	1,161.04
168994	SO CAL GAS CO	PO-310352	1,409.71
168995	SO COAST WATER DIST	PO-310355	5,648.08
168996	SOLAG / CR&R	PO-310350	12,942.60
168997	A Z BUS SALES INC	PO-310562	2,566.84
168998	AAA ELECTRIC MOTOR SALES	PO-310238	514.18
168999	ABLENET INC	PO-312201	146.93
169000	ADVANTAGE RADIATOR	PO-310566	1,185.25
169001	ALISO NIGUEL AUTO CARE	PO-310569	2,285.98
169002	ALISO VIEJO AUTO SERVICE	PO-310568	6,953.28
169003	ASSOC BUSINESS PRODUCTS	PO-310231	248.90
169004	BEACH CITIES GLASS	PO-310572	260.86
169005	BETTER BUSINESS RECORDS	PO-310229	30.66
		PO-311237	7.49
169006	BIOMETRICS4ALL INC	PO-310470	112.50
169007	BLAIRS TOWING	PO-310561	375.00
169008	CAMCOR INC	PO-312053	175.88
169009	CINTAS CORP	PO-310339	4,145.39
169010	CINTAS CORPORATION #640	PO-311208	685.06

Board of Trustees Warrant Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....12/12/11

Warrant Number	Name of Payee	Reference Number	Amount
169011	CINTAS FIRST AID & SAFETY	PO-310240	400.39
169012	DANBRU WIRE & CABLE INC	PO-310332	398.49
169013	DAVE BANG ASSOCIATES INC	PO-312269	2,581.38
169014	EBERHARD EQUIPMENT	PO-310324	1,186.09
169015	FOLLETT EDUCATIONAL SVC	PO-312100	128.60
169016	FOLLETT LIBRARY RESOURCES	PO-312104	560.30
169017	GEARY PACIFIC CORP	PO-311791	120.72
169018	HAMERAY PUBLISHING GROUP	PO-312102	1,151.60
169019	IPC USA	PO-310586	56,114.93
169020	KNORR SYSTEMS INC	PO-310347	507.81
169021	AMERICAN COUNCIL ON EDUCATION	PO-312788	2,710.00
169022	CALIFORNIA DEPT OF EDUCATION	PO-312787	1,220.00
169023	ADAMSON, CORAL	PV-121750	88.25
169024	BESSELING, QUIRINE	PV-121751	8.33
169025	BIRKINSHAW, SANDY	PV-121752	56.61
169026	BLITCH, KRISTA	PV-121753	77.15
169027	BRAUN, C. ANNE	PV-121754	108.78
169028	BROWN, SUSAN	PV-121756	34.41
169029	BUSH, VIRGINIA	PV-121757	126.54
169030	CARDIN, PATTI	PV-121758	212.01
169031	CAUDILL, AMANDA	PV-121759	178.16
169032	CLIFT, LYNNETTE I	PV-121762	94.35
169033	COLLINGS, JANICE	PV-121760	82.70
169034	COPPAGE, CARRI	PV-121761	95.46
169035	COX, ASHLEIGH	PV-121763	209.24
169036	ELWELL, KATIE	PV-121764	12.21
169037	ENRIQUEZ, MICHELLE L	PV-121765	159.84
169038	FLYNN, MARGARET	PV-121767	48.84
169039	FREDRIKSZ, LAURA	PV-121766	69.38
169040	FRIEDLANDER, DOROTHY	PV-121769	593.30
169041	GILL, ARVINDER	PV-121770	159.29
169042	FREY, DEBORAH	PV-121768	21.09
169043	BROCKMAN, CARY	PV-121755	120.99
169044	BERTINI, CARRIE	PV-121771	214.42
169045	JENSEN, KENNETH	PV-121772	46.86
169046	LAGUNA NIGUEL CHAMBER OF	PV-121773	125.00
169047	LAKESHORE LEARNING MATLS	PO-312626	24.72
169048	COX COMMUNICATIONS	PO-311783	14,066.73
169049	MAILFINANCE	PO-310391	1,101.82
169050	MILLER MECHANICAL	PO-312054	73.58
		PO-312758	3,314.34
169051	MIRACLE REC EQUIP CO	CL-011439	32.07
169052	MOBILE FLEET WASH	PO-310581	962.00
169053	MONTGOMERY HARDWARE COMPANY	PO-311391	3,200.00
169054	MOORE'S SEWING MACHINE	PO-310164	339.83

Board of Trustees Warrant Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....12/12/11

Warrant Number	Name of Payee	Reference Number	Amount
169055	NATIONAL READY MIXED CONCRETE	PO-310197	699.07
169056	NEUPAC RESOURCES INC	PO-312708	668.80
169057	O.C. REGISTER	PO-312875	127.44
169058	ONE STOP BINDERY	PO-310123	2.75
		PO-312709	433.25
169059	ORANGE COUNTY PROBATION DEPT	PO-310688	2,350.00
169060	OVER NIGHT NUMBERING	PO-310125	205.00
169061	PARKHOUSE TIRE INC.	PO-310576	8,754.10
169062	PEARSON	PO-310085	361.73
169063	PEARSON EDUCATION	PO-310951	14,371.40
169064	PEPPER-LOS ANGELES, J W	CL-011052	41.08
		CL-011090	547.84
169065	PRAXAIR	PO-311608	37.00
169066	PRIORITY MAILING SYSTEMS	PO-310114	318.58
169067	PRUDENTIAL OVERALL SUP	PO-310117	170.90
169068	PSYCHEMEDICS	PO-310411	395.00
169069	R&S SOIL PRODUCTS INC	PO-310635	975.80
169070	REEL LINK FILMS	PO-312391	538.75
169071	RENAISSANCE LEARNING	PO-311595	19,006.19
169072	RUSCO INC	PO-311211	13,668.09
169073	SCHOLASTIC LIBRARY PUBLISHING	PO-311034	16,199.00
169074	SCHOOL SPECIALTY	CL-011345	1,126.25
169075	SELECT EQUIPMENT SALES INC	PO-310126	68.52
169076	SHARPAT SCAN KITS	PO-312187	8,005.16
169077	SIMPLEX GRINNELL LP	PO-310244	1,803.20
		PO-310750	2,123.60
		PO-311680	2,645.00
169078	SMARDAN SUPPLY COMPANY	PO-310348	649.38
169079	SO COAST AIR QULTY MGMT	PO-310557	416.41
169080	SO COUNTY PROTECTIVE WEAR	PO-310320	2,152.25
169081	SOLUTION TREE INC	CL-011352	201.00
		CL-011353	141.80
		CL-011502	111.80
169082	SPECIALTY EQUIPMENT CO	PO-311822	3,015.30
169083	SPINITAR	PO-312326	5,640.46
169084	E. STEWART AND ASSOCIATES	PO-311723	2,220.75
		PO-312525	9,130.00
169085	ORGANIZED SPORTS	PO-312733	11,799.70
169086	QUALITY TOWING	PO-310540	183.00
169087	RINCON TRUCK PARTS	PO-310575	1,864.37
169088	SPORTS FACILITIES GROUP INC	PO-310345	2,875.00
		PO-311230	21,575.00
169089	STARFALL EDUCATION	PO-312699	270.00
169090	SUNSTATE EQUIPMENT COMPANY	PO-311799	1,834.87
169091	SUPPLY LINE BUILDING MATERIALS	PO-310176	239.21

Board of Trustees Warrant Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....12/12/11

Warrant Number	Name of Payee	Reference Number	Amount
169092	TEACHLOGIC INC	PO-311815	80.65
169093	TIFCO INDUSTRIES	PO-310554	819.94
169094	TRAFFIC CONTROL SERVICE	PO-310173	43.05
		PO-311888	493.50
169095	TRUCPAR CO	PO-310570	593.07
169096	TUTTLE-CLICK FORD	PO-310571	6,810.01
169097	ULINE	PO-310119	799.64
		PO-312195	172.34
169098	UNIQUE SWEEPING	PO-310559	252.00
169099	UNITED TRANSMISSION EXCHANGE	PO-311218	5,268.97
169100	WATERLINES TECHNOLOGIES INC	PO-310344	8,043.40
169101	WAXIE	PO-310363	8,830.22
169102	WEST COAST ARBORISTS INC.	PO-312260	4,860.00
169103	WESTERN PACIFIC PUMP SALES	PO-310316	1,048.68
169104	WHITE CAP INDUSTRIES INC	PO-310317	15.98
169105	ZEE MEDICAL	PO-310784	186.95
169106	BENS ASPHALT	PO-311823	7,155.00
169107	PACIFIC MOBILE HOME CONS	PO-310300	675.00
		PO-311993	2,503.92
		PO-312166	4,285.06
169108	UNION BANK OF CALIFORNIA	PO-311924	11,613.66
169109	PACIFIC MOBILE HOME CONS	PO-312339	5,662.73
169110	HERMANN, KRISTIN MEHL & LINDA	PV-121778	2,381.91
169111	ASCIP	PO-312880	25,000.00
169112	APPLE COMPUTER INC	PO-312617	499.96
169113	ATKINSON ANDELSON LOYA	PO-311283	5,209.65
169114	CRARY, BRENDA	PO-311233	3,480.00
169115	DELL MARKETING L P	PO-312369	131.91
		PO-312488	5,190.00
		PO-312489	864.99
		PO-312512	864.99
169116	DEMIGUEL ADAMS, ALLISON	PO-312647	3,000.00
169117	DUNLAP, JAMES	PO-312738	817.29
169118	GARCIA, IRMA	PO-311232	3,000.00
169119	MEET THE MASTERS	PO-310458	1,709.90
		PO-310463	3,343.80
169120	PESI HEALTHCARE	PO-312340	379.98
169121	GARCIA, IRMA	PO-311039	480.00
819 Warrants			\$14,075,121.65

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

VENDOR	TITLE	BOARD APPROVAL DATE
A&R Wholesale Distributors, Inc.	Bid No. 1011-14 Grocery Products	5/9/2011
A&R Wholesale Distributors, Inc.	Bid No. 1011-13 Snack and Beverage Products	5/9/2011
Above All Names Construction Services, Incorporated	Bid No. 1112-11, Concrete Maintenance & Repair	10/26/2011
American Logistics Co., LLC	Bid No. 1112-04 - Outsource Transportation Service	7/27/2011
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service	4/13/2010
AMS.NET Inc.	Western State Contracting Alliance (WSCA) WSCA 7-08-70-13, CA Participating Addendum AR-233 Cisco Networking Communications and Maintenance	11/9/2010
AMS.NET Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair	5/25/2011
Architectural Roofing Systems dba Pacific Roofing Systems	Bid No. 1011-10, Roofing Repairs and Maintenance	3/8/2011
ASR Food Distributors, Inc.	Bid No. 0910-01 Produce	6/8/2009
Atkinson, Andelson, Loya, Rudd & Romo	RFQ No. 10-0809 General Legal Services	12/15/2009
AVES Audio Visual Systems, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
AVID	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
B&H Foto & Electronics Corp. dab B&H Photo Video	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Ben's Aphalt, Inc.	Bid No. 1011-01 Asphalt Paving, Sealcoating and Repair	6/15/2010
Bergman & Dacey, Inc.	RFQ No. 10-0809 General Legal Services	12/15/2009
Bowie, Arneson, Wiles, and	RFQ No. 10-0809 General Legal Services	12/15/2009
California Western Visuals	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Camcor, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Campus Foods	Bid 1011-14 Grocery Products	5/9/2011
CDWG	Western State Contracting Alliance (WSCA) Cisco Networking Communications and Maintenance	11/9/2010
Certified Transportation Services,	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Cintas Corporation	RFP No. 3-1011, Uniform Service	12/7/2010
Commercial Fence & Iron Works, Inc.	Bid No. 0708-04 Fencing Materials, Repair, and Installation	6/25/2007
Compview, Inc.	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Concepts School and Office Furnishings	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Consolidated Electrical Distributors	Bid No. 1112-05 Electrical Supplies and Materials	6/29/2011
Consulting & Inspection Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
CR&R	Bid No. 1112-06 - Service to Collect, Recycle, and Dispose of Solid Waste Districtwide	8/8/2011
Culver-Newlin	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Dannis Woliver Kelley (DWK)	RFQ No. 10-0809 General Legal Services	12/15/2009

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

VENDOR	TITLE	BOARD APPROVAL DATE
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 09-01, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/13/2010
David Taussig & Associates, Inc.	RFP No. 6-1011 Special Tax Consulting Services for Public Financing	4/11/2011
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008
Desert Business Interiors	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008
Digital Networks Group, Inc.	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Diversified Metal	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Dominos Pizza	Bid No. 1112-07 Pizza Service	8/24/2011
Edenco, Inc.	RFQ/P No. 2-1011, Construction Manager/District Representative	9/28/2010
Edge Development	Bid No. 1011-11, CVHS Theater	6/13/2011
Fusionstorm	Californai Multiple Award Schedule Contract No. 3-10-70-2039d, Cisco Auto Distribution, Internet Encryption and Firewall, LanWan Wireless Network, Network Component	10/12/2010
Gilbert & Stearns, Inc.	Bid No. 1011-02 Electrical Service	6/29/2010
Gold Star Foods	Bid No. 1011-05 Frozen Food Products	3/10/2008
Gold Star Foods	Bid No. 1011-14 Grocery Products	5/9/2011
Gold Star Foods	Bid No. 1112-03 Bakery Products	6/29/2011
Golden State Technology, Inc dba GST	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Great Western	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Harbottle Law Group	RFQ No. 10-0809 General Legal Services	12/15/2009
Harris Realty Appraisal	RFQ No. 2-0809 Appraisal Services	5/11/2009
Hertz Furniture	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Hewlett-Packard Company	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
HMC Architects	RFP No. 2-0506 Architectural Services	10/16/2006
Hollandia Dairy	Bid No. 1011-08 Milk and Dairy Products	3/8/2011
Horizons Construction Co, International, Inc	Bid No 1011-09, SJHHS 30 Meter Pool/Support Buildings	3/8/2011
Hot Dogger Tours, Inc. dba Gold Coast Tours	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Illuminate Education, Inc.	RFQ No. 7-1011 Student Assessment Data Management System	5/25/2011
IPC (USA), Inc.	Multi-District Cooperative Bid No. 114-10, Fuel (Gasoline and Diesel)	7/13/2010
JFK Transportation, Co., Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010

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

VENDOR	TITLE	BOARD APPROVAL DATE
Keenan & Associates	RFQ No. 12-0809 Insurance Broker for Capistrano Unified School District's Excess Worker's Compensation Insurance	5/11/2009
Knowland Construction Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
Longs Electronics, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
LPA, Inc.	RFP No. 2-0506 Architectural Services	10/16/2006
MNJ Technologies Direct, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
MTGL, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
National Demographics Corp	RFP/Q No. 5-1112 - Trustee Area Redistricting Analysis and Adjustment Services	9/26/2011
Network Hardware Resale, Inc.	U.S. General Services Administration Contract No. GS-35F-0717R, Pre-Owned and Refurbished Cisco Systems Networking Equipment	11/9/2010
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Notification Technologies, Inc.	RFP - Emergency Parent Notification System	9/29/2007
NvLS Professional Services, LLC	RFQ No. 1-0910 E-Rate Consultant	6/22/2009
Office & Ergonomic Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Ohno Construction	Bid No. 1011-15 San Juan Hills High School Stadium Phase II	9/26/2011
P&R Paper Supply Co.	Bid No. 0809-11 Paper and Plastic Products for Food and Nutrition Services	6/8/2009
Pacific MH Construction, Inc.	Bid No. 0708-07 Movement of Relocatable Buildings	6/25/2007
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 0708-06 Plumbing Service	6/25/2007
Paradigm Health Care Services	RFP No. 6-0910 Medi-Cal Billing Services	6/15/2010
Piper Jaffrey & Co.	RFQ No. 5-0910 Underwriter Services	12/15/2009
PJHM Architects	RFP No. 2-0506 Architectural Services	10/16/2006
Prime Painting Contractors, Inc.	Bid No. 0708-11 Painting	6/25/2007
Pritchard Supply, Inc. dba Johnstone Supply	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Renaissance Learning, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Roadways International, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
School Space Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
SchoolsFirst Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
Southern California Gray Line	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Southwest School Supply	Placentia-Yorba Linda USD Bid No. 209-4, Purchase of Instructional and Office Supplies	1/12/2009

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

VENDOR	TITLE	BOARD APPROVAL DATE
Staples Advantage	County of Orange Master Agreement No. MA-017-10011795 - Office Supplies	9/14/2010
Stradling Yocca Carlson & Rauth	RFQ No. 10-0809 General Legal Services	12/15/2009
Stutz, Artiano, Shinoff and Holtz	RFQ No. 10-0809 General Legal Services	12/15/2009
Sysco Food Services of L.A.	Bid No. 1011-14 Grocery Products	5/9/2011
Tandus Flooring, Inc.	Bid No. 0708-05 Flooring Materials and Installation	6/25/2007
Transportation Charter Services, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Troxell Communications, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Twining, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
United Refrigeration Inc.	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Valiant IMC	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	4/21/2008
Virco	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Ward's Media Tech	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Waterline Technologies, Inc.	Los Angeles USD Bid No. IFB C-1030, Purchase of Swimming Pool Chemicals	3/9/2010
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	Western States Contracting Alliance (WSCA) Bid No. 7-09-79-02 - Janitorial Supplies	9/14/2010
WB Hunt Co, Inc.	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
West Coast Arborists, Inc.	Bid No. 1112-10 Tree Trimming Maintenance	9/26/2011
Williams Scotsman	Los Alamitos Unified School District Bid No. 2010-0002, Relocation, Dismantle and Removal of DSA Portable Classroom	7/11/2011
WLC Architects, Inc.	RFQ No. 3-0708 Architectural Services for Districtwide Facilities Master Plan	2/25/2008
WW Grainger, Incorporated	State of Nevada, Division of Purchasing, and Western States Contracting, Alliance Contract NO. 1862, Awarded to WW Grainger, California Participating Addendum No. 7-11-51-02	10/26/2011
Xerox Corporation	California Multiple Award Schedule Contract No. 3-01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox	6/15/2010

EXECUTED OR BOARD SUBMITTED CO'S & EXECUTED WO'S

Capistrano Valley High School Performing Arts Theater

RESPONSIBILITY CODE LOG

Data Date 11/22/11

TOTAL ORIGINAL CONTRACT VALUE: \$11,975,007.00
 TOTAL CURRENT CONTRACT VALUE: \$12,075,199.00
 TOTAL CHANGES: \$100,192.00

RESPONSIBILITY CODE	No.	VALUATION	Pending	Percent
Differing Conditions	1	\$68,086.00	\$0.00	0.57%
Errors and Omissions	2	\$3,176.00	\$0.00	0.03%
Value Enhancement	3	\$32,480.00	\$0.00	0.27%
Resolution of Claim	4	\$0.00	\$0.00	0.00%
Required Extra Scope	5	\$0.00	\$0.00	0.00%
Optional Extra Scope	6	\$0.00	\$0.00	0.00%
Credit	7	(\$3,550.00)	\$0.00	-0.03%
Other	8	\$0.00	\$0.00	0.00%
Total Approved Change		\$100,192.00	\$0.00	0.84%

WO = Work Order
 COP = Cost Proposal
 CO = Change Order
 APPWO = Fully Executed Work Order

CHANGE ORDER	DOCUMENT TYPE	DOCUMENT NUMBER	ORIGIN DATE	DESCRIPTION / TITLE	STATUS	VALUATION	RESPONSIBILITY CODE		STATUS	Signed (s)	Unit(s)	Board Excerpt
							TO PROJECT COMPLETION	Pending Code				
Change Order #1	WO	1	08/12/11	Additional Concrete Paving		\$15,027.00		3		S		
	WO	2	08/12/11	Re-Route 3" Gas Line		\$1,887.00		1		S		
	WO	3	08/12/11	Re-route existing 4" water main		\$23,100.00		1		S		
	WO	4	08/24/11	Re-Route existing 1 1/2" Gas Line		\$2,876.00		1		S		
	WO	5	08/24/11	Lawn and Irrigation Repairs		\$12,890.00		3		S		
	WO	6	08/24/11	Added Downspouts		\$2,772.00		1		S		
Change Order #2	WO	7	09/13/11	Unforseen Invert Elevation		\$6,283.00		1		S		
	WO	8	09/21/11	Underground Pull Boxes		\$3,176.00		2		S		
	WO	9	09/21/11	Additional Manhole		\$4,204.00		1		S		
	WO	10	09/21/11	Re-Route Ductwork		\$937.00		1		S		
	WO	11	09/21/11	Brick Enhancement		\$3,119.00		3		S		
	WO	12	09/21/11	Temporary Sidewalk		\$1,444.00		3		S		
Change Order #3	WO	13	10/06/11	Credit for Pullbox		(\$3,550.00)		7		S		
	WO	14	10/18/11	New/Re-Work		\$11,863.00		1		S		
	WO	15	10/28/11	Revised Door Hardware Sets		\$1,152.00		1		S		
Change Order #4	WO	16	11/07/11	Unforseen Stormdrain Improvements		\$5,364.00		1		S		
	WO	17	11/09/11	Site Preparation for Flow test		\$718.00		1		S		
	WO	18	11/10/11	Required Added Hairpins at		\$462.00		1		S		
	WO	19	11/17/11	Required New Fire Safety Equipment		\$6,468.00		1		S		

CHANGE ORDER SUMMARY LOG

Bid No. 1011-11

Data Date 11/21/2011

CVHS Performing Arts Theater

DSA# 04-110424

Description	Change Order #1	Change Order #2	Change Order #3	Change Order #4
Original Contract Sum	\$ 11,975,007.00	\$ 11,975,007.00	\$ 11,975,007.00	\$ 11,975,007.00
Net Change by Previous Authorized Requests and Changes		\$ 58,552.00	\$ 77,715.00	\$ 87,180.00
Contract Sum Prior to this Change Order	\$ 11,975,007.00	\$ 12,033,559.00	\$ 12,052,772.00	\$ 12,062,187.00
Contract Sum Will Be Increased	\$ 58,552.00	\$ 19,163.00	\$ 9,465.00	\$ 13,012.00
New Contract Sum Including this Change Order	\$ 12,033,559.00	\$ 12,052,722.00	\$ 12,062,187.00	\$ 12,075,199.00



Project: -- 1011-11 CVHS Performing Arts Theater

Contract Number: 1011-11

Purchase Order No. :

DSA Number: 04-110424

CHANGE ORDER

To: EDGE Development, Inc.
27368
Temecula, CA 92590

Change Order No. : 00001

Date: 11/21/2011

Title: Change Order #1

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
WO 001	Value Enhancement	0	\$15,027.00
Pursuant to a job walk by the District's Representative on 8/2/11 it was determined that it would be in the District's best interest to maintain a continuous and contiguous "like kind" new concrete paving at the first floor southwest entrance to the Administration Building.			
WO 002	Differing Conditions	0	\$1,887.00
During the scheduled excavation of the electrical duct bank an unmarked and unforeseen previously existing 3" active gas line was discovered. The District determined that the existing gas line needed to be temporarily disconnected to allow the installation of the contract scope electrical duct bank and then reconnected with the current code approved polyethylene (yellow) gas line. (refer to Attachment "A" dated 8/8/11)			
WO 003	Differing Conditions	5	\$23,100.00
During the scheduled excavation of the building pad area for the Performing Arts Center, the following unmarked and unforeseen previously existing and active 4" water main was discovered below the new Performing Arts Center. The existing 4" domestic water main is in direct conflict with the contractually required over excavation of the Performing Arts Center pad area. (refer to attachment "A" dated 8/10/11) In an effort to mitigate potential project delays the District elected to re-route the 4" water main around the Performing Arts Center. It is mutually understood that the 4" domestic water line will be completed, tested, chlorinated, and rendered safe for potable use no later than August 19, 2011 at midnight. As such, the District determined the cost associated and negotiated the full and final total in the amount noted below. The contractual completion date will be extended 5 non-compensable work days for this work. Therefore the contract completion date shall be revised from February 1, 2013 to the completion date of February 8, 2013.			
WO 004	Differing Conditions	0	\$2,876.00
During the scheduled excavation of the sidewalk on the west side of Building B an unmarked and unforeseen previously existing 1 1/2" active gas line was discovered to be in conflict with the future sidewalk. The District determined that the existing gas line needed to be re-routed and reconnected with the current code approved polyethylene (yellow) gas line. (refer to Attachment "A" dated 8/17/11)			
WO 005	Value Enhancement	0	\$12,890.00
During the scheduled excavating and subsequent placement of concrete in the promenade two (2) preexisting, undocumented and active 2" irrigation lines were discovered. The preexisting sprinkler heads were not functionally operational and required replacement. Additionally, the District elected to pay for the variance between the contractor required "Hydro seed" and the material and installing of marathon sod in the noted areas. (Refer to Attachment "A") to ensure a substantially more durable landscaped area. The District included the installation and removal of a snow fence (orange plastic) around the newly planted sodded areas for a period of 30 days to ensure installation of the sod.			



Project: -- 1011-11 CVHS Performing Arts Theater

Purchase Order No. :

Contract Number: 1011-11

DSA Number: 04-110424

CHANGE ORDER

Item	Responsibility Code	Days	Change Amount
WO 006	Differing Conditions	0	\$2,772.00

During the scheduled excavation of the sidewalk on the west side of Building B, it came to the District's attention that 6 pre-existing gutters were rusted beyond repair and required replacement. (Refer to Attachment "A" dated 8/21/11)

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the changes under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

The Original Contract Sum was	\$11,975,007.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$11,975,007.00
The Contract Sum Will be Increased	\$58,552.00
The New Contract Sum Including This Change Order	\$12,033,559.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	

Signature	Date
CUSD - Joe Farley	
Owner's Representative	11/22/11
Contractor	11/22/11
Architect of Record	
Inspector of Record	11/22/11



Project: -- 1011-11 CVHS Performing Arts Theater

Contract Number: 1011-11

Purchase Order No. :

DSA Number: 04-110424

CHANGE ORDER

To: EDGE Development, Inc.
27368
Temecula, CA 92590

Change Order No. : 00002

Date: 11/21/2011

Title: Change Order #2

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
WO 007	Differing Conditions	0	\$6,283.00
During the scheduled excavation of the fire line located at the northern boundary of the site a 12" storm drain line was discovered. Upon field verification it was determined that the fire line needed to be lowered approximately 18" to accommodate the elevation of the storm drain line.			
WO 008	Errors and Omissions	0	\$3,176.00
Pursuant to a job walk dated August 15, 2011 it was determined that three specified pull boxes (3'x3'x2') would not allow adequate space to accept the new 8-4" conduit duct bank installation per the contract documents. Therefore it was determined that two 4'x 4' x 3 underground pull boxes were necessary to accommodate the duct bank installation.			
WO 009	Differing Conditions	0	\$4,204.00
Due to the pre-existing 12" storm drain unknown pre-existing invert elevations the storm drain on east and west side of the property has reduced slope. Due to this reduced slope the Civil Engineer determined an additional 36"dia. x 6' deep manhole was needed to help ensure the proper flow of the newly installed storm drain line.			
WO 010	Differing Conditions	0	\$937.00
During the course of the scheduled electrical contract work at the Administration building room #G1 an unforeseen, undocumented approximately 24" x 12" HVAC ductwork was found obstructing the path of the contract electrical 8-4" duct bank. Therefore it was necessary to remove and re-route the ductwork to provide a path of travel for the contract electrical work.			
WO 011	Value Enhancement	0	\$3,119.00
Pursuant to a job walk by the District's Representative on 9/8/11 it was determined that it would in the District's best interest to beautify and enhance the previously existing damaged brick work at the existing planter and Restroom building adjacent to the new concrete paving at the west side of the promenade			
WO 012	Value Enhancement	0	\$1,444.00
Pursuant to a job walk by the District's Representative on 9/7/11 it was determined that a temporary sidewalk was required to accommodate the ease of transitioning students between classrooms at the Northwest section of the promenade. Edge Construction will pull back their green fences and a temporary sidewalk shall be added.			

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the changes under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675



Project: -- 1011-11 CVHS Performing Arts Theater

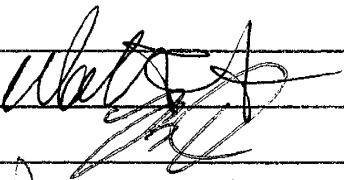

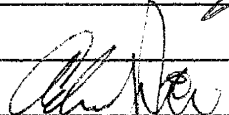
Purchase Order No. :

Contract Number: 1011-11

DSA Number: 04-110424

CHANGE ORDER

The Original Contract Sum was	.....	\$11,975,007.00
Net Change by Previously Authorized Requests and Changes	.....	\$58,552.00
The Contract Sum Prior to This Change Order was	.....	\$12,033,559.00
The Contract Sum Will be Increased	.....	\$19,163.00
The New Contract Sum Including This Change Order	.....	\$12,052,722.00
The Contract Time Will Not Be Changed	.....
The Date of Substantial Completion as of this Change Order Therefore is	...	

	Signature	Date
CUSD - Joe Farley		
Owner's Representative		11/22/11
Contractor		11/22/11
Architect of Record		
Inspector of Record		11/22/11

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675



Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

Purchase Order No. :
DSA Number: 04-110424

CHANGE ORDER

To: EDGE Development, Inc.
27368
Temecula, CA 92590

Change Order No. : 00003
Date: 11/21/2011

Title: Change Order #3

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
WO 013	Credit	0	(\$3,550.00)
Pursuant to a job walk dated September 26, 2011 it was determined that only one 4'x4'x3' underground pull box was necessary to accommodate the duct bank installation instead of the two 4'x4'x3' underground pull boxes called for in executed Work Order #8 dated 9/21/2011.			
WO 014	Differing Conditions	0	\$11,863.00
Pursuant to a job walk it was determined that the North Eastern Pedestrian Sidewalk was uneven and in need of repair, therefore a potentially unsafe condition for the heavily trafficked pedestrian Eastern entrance sidewalk into Capistrano Valley High School, (Refer to Attachment "A" dated 10/18/11). Commencement of scope shall be 11/7/11 and completion of scope will be 11/12/11.			
WO 015	Differing Conditions	0	\$1,152.00
Pursuant to the Architect of Record (AOR) responses to Request to Information (RFI) #20 dated 8/26/11 and RFI #21 dated 8/29/11 in which the AOR revised the hardware for doors A130A and A130B to the hardware group #17. Door A135 B to be revised to hardware set #22.			

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the changes under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

Capistrano Unified School District
 Facilities and Plant Operations
 33122 Valle Road
 San Juan Capistrano, California
 92675

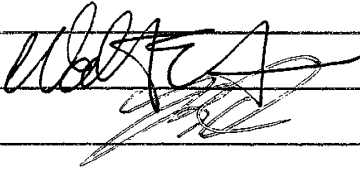

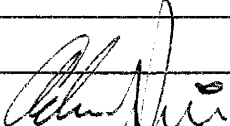


Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

Purchase Order No. :
DSA Number: 04-110424

CHANGE ORDER

The Original Contract Sum was	\$11,975,007.00
Net Change by Previously Authorized Requests and Changes	\$77,715.00
The Contract Sum Prior to This Change Order was	\$12,052,722.00
The Contract Sum Will be Increased	\$9,465.00
The New Contract Sum Including This Change Order	\$12,062,187.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	

Signature		Date
CUSD - Joe Farley		
Owner's Representative		11/22/11
Contractor		11/22/11
Architect of Record		
Inspector of Record		11/22/11

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

CAPISTRANO



Project: -- 1011-11 CVHS Performing Arts Theater

Contract Number: 1011-11

Purchase Order No. :

DSA Number: 04-110424

CHANGE ORDER

To: EDGE Development, Inc.
27368
Temecula, CA 92590

Change Order No. : 00004

Date: 11/21/2011

Title: Change Order #4

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
WO 016	Differing Conditions	0	\$5,364.00
In preparation for the sidewalk improvements (noted in Work order #14 dated 10/18/11) on the Northeast quadrant of the site, the temporary construction fence needed to be temporarily (11/7/11-11/11/11) moved and then put back into place in order to complete sidewalk improvements. Upon commencement of Work order #14 an electrical vault in the same area needed to be replaced and raised to the proper elevations.			
WO 017	Differing Conditions	0	\$718.00
The original flow test indicated that the current water pressure would meet the design requirements and calculations for the fire sprinkler system. A subsequent test indicated that the flow requirements were not met. As such, EDGE Development was to retest the flow pressure at the hydrant to ensure that the current pressure would meet the design requirement to the fire sprinkler system. Preparations to the site needed to be made to avoid flooding and disruption to the current work on site. Contractor installed and removed sandbags and plastic in area referenced on Attachment "A" dated 11/9/11.			
WO 018	Differing Conditions	0	\$462.00
Pursuant to AOR's (Architect of Record) response to RFI #62 dated 10/27/11, the contractor is required to install additional #3 rebar as indicated on Attachment "A" date 10/26/11 which were not indicated on the contract documents.			
WO 019	Value Enhancement	0	\$6,468.00
The current contract documents indicated that the current Post Indicator Valve (PIV), Fire Hydrant(FH) and Fire Department Connection(FDC) were to be removed and reinstalled. In an effort to keep all new construction current and up to date the District elected to remove the current PIV, FH, and FDC and replace with new devices in areas shown on Attachment "A" Dated 11/17/11. The installation was covered in the base bid.			

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the changes under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

Capistrano Unified School District
 Facilities and Plant Operations
 33122 Valle Road
 San Juan Capistrano, California
 92675

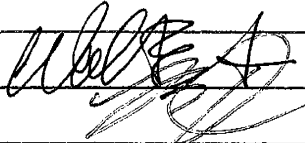
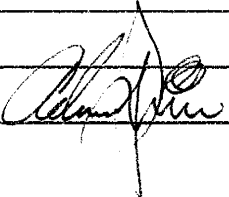


Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

Purchase Order No. :
DSA Number: 04-110424

CHANGE ORDER

The Original Contract Sum was	.....	\$11,975,007.00
Net Change by Previously Authorized Requests and Changes	.....	\$87,180.00
The Contract Sum Prior to This Change Order was	.....	\$12,062,187.00
The Contract Sum Will be Increased	.....	\$13,012.00
The New Contract Sum Including This Change Order	.....	\$12,075,199.00
The Contract Time Will Not Be Changed	.....
The Date of Substantial Completion as of this Change Order Therefore is	...	

Signature		Date
CUSD - Joe Farley		
Owner's Representative		11/22/11
Contractor		11/22/11
Architect of Record		
Inspector of Record		11/22/11

EXECUTED OR BOARD SUBMITTED CO'S & EXECUTED WO'S

San Juan High School 30 Meter Pool and Support Buildings

RESPONSIBILITY CODE LOG

Data Date 11/22/2011

TOTAL ORIGINAL CONTRACT VALUE: \$3,023,000.00 \$187,193.00
 TOTAL CURRENT CONTRACT VALUE: \$3,210,193.00 \$3,210,193.00

RESPONSIBILITY CODE	No.	VALUATION	Pending	Percent
Differing Conditions	1	\$10,883.00	\$0.00	0.36%
Errors and Omissions	2	\$24,170.00	\$0.00	0.80%
Value Enhancement	3	\$75,910.00	\$0.00	2.51%
Resolution of Claim	4	\$0.00	\$0.00	0.00%
Required Extra Scope	5	\$127,995.00	\$0.00	4.23%
Optional Extra Scope	6	\$0.00	\$0.00	0.00%
Credit	7	(\$51,765.00)	\$0.00	-1.71%
Other	8	\$0.00	\$0.00	0.00%
Total Approved Change		\$187,193.00	\$0.00	6.19%
Percent Change		\$187,193.00	0.00%	6.19%

WO = Work Order
 COP = Cost Proposal
 CO = Change Order
 APPWO = Fully Executed Work Order

Change Order	DOCUMENT TYPE	DOCUMENT NUMBER	ORIGIN DATE	DESCRIPTION / TITLE	STATUS	VALUATION	RESPONSIBILITY CODE TO PROJECT COMPLETION	Pending Code	STATUS Signed (s) Unilateral (u)	Board Excerpt
C.O. #1	CO	1	04/05/11	Deductive Bid Alternate 1/Bulletin 1	CO 01	\$120,000.00		5	S	
C.O. #2	CO	2	04/06/11	Health Dept Approval of Pool	CO 02	\$0.00		5	S	
C.O. #3	WO	1	04/05/11	Added T-bar and Sprinkler Heads		\$7,995.00		5	S	
	WO	2	04/06/11	Revision of SC Article 8		\$0.00		5	S	
	WO	3	05/31/11	Bulletin 4R-1 Surge Tank and Sewer		\$2,520.00		2	S	
C.O. #4	WO	4	06/21/11	Inclement Weather Delay		\$0.00		8	S	
	WO	5	07/11/11	Electrical Pullboxes Credit at East side of		(\$5,860.00)		7	U	
	WO	6	07/11/11	Additional A.C. Paving at Island		\$19,866.00		3	U	
C.O. #5	WO	7	07/11/11	Unforeseen Condition at Musco Pole		\$2,541.00		1	U	
	WO	8	07/11/11	Revised Island Schedule		\$0.00		8	U	
	WO	9	07/11/11	Adjusted Ceiling Height in Bldg. F Corridor		\$970.00		2	U	
C.O. #6	WO	10R-1	07/25/11	Corridor Wall Issues		\$2,599.00		2	S	
	WO	11R-1	07/25/11	Landscape Island Irrigation		\$2,264.00		1	S	
	WO	12	07/25/11	Corridor Floor Sealer		\$3,702.00		2	S	
C.O. #7	WO	13	07/25/11	Credit for Solar Pipes		(\$1,430.00)		7	U	
C.O. #8	WO	14	07/25/11	Unforeseen damaged electrical conduit		\$3,835.00		1	U	
	WO	15	07/25/11	Extra Base at Landscape Island		\$1,351.00		2	U	
	WO	16R1	08/12/11	West End Vault		\$1,261.00		1	S	
C.O. #9	WO	17	08/12/11	Overtime Work		\$762.00		3	S	
C.O. #10	WO	18	09/13/11	Emergency Repair Deductive W.O.		(\$34,650.00)		7	U	
	WO	19	09/13/11	District 3" Water Remediation		(\$2,353.00)		7	U	
	WO	20	10/06/11	Remediation of 1 1/2" irrigation lines		(\$4,992.00)		7	U	
C.O. #11	WO	21R1	10/10/11	Credit for Sod		(\$2,480.00)		7	S	
C.O. #12	WO	22R1	10/13/11	Solar Pipe Concealment		\$8,558.00		3	U	
	WO	23R1	10/13/11	Relocate and Reconnect Storm Drain		\$982.00		1	U	
	WO	24	10/25/11	Oct 4-6 Rain Delay		\$0.00		8	S	
C.O. #13	WO	25	11/10/11	North Side Retaining Wall Drains		\$4,632.00		2	S	
	WO	26	11/10/11	Security Fence North of Building J		\$2,587.00		2	S	
	WO	27	11/10/11	11/4/11 and 11/7/11 Inclement Weather		\$0.00		8	S	
C.O. #14	WO	28	11/10/11	Added Rebar Below Slot Drain		\$3,326.00		2	S	
	WO	29	11/10/11	Additional Power at Scoreboard		\$2,483.00		2	S	
	WO	30	11/10/11	Deletion of Site Wall		\$23,676.00		3	S	
	WO	31R1	11/18/11	Enhanced Stadium Landscape Package		\$23,048.00		3	U	

CHANGE ORDER SUMMARY

Job Name: San Juan Hills High School 30 Meter Pool and Support Buildings

Bid No. 1011-09

Data Date: November 21, 2011

	Change Order #3	Change Order #4	Change Order #5	Change Order #6	Change Order #7	Change Order #8	Change Order #9	Change Order #10	Change Order #11	Change Order #12	Change Order #13	Change Order #14
Original Contract Sum	\$ 3,023,000.00	\$ 3,023,000.00	\$ 3,023,000.00	\$ 3,023,000.00	\$ 3,023,000.00	\$ 3,023,000.00	\$ 3,023,000.00	\$ 3,023,000.00	\$ 3,023,000.00	\$ 3,023,000.00	\$ 3,023,000.00	\$ 3,023,000.00
Net Change by Previous Authorized Requests and Changes	\$ 120,000.00	\$ 130,515.00	\$ 124,655.00	\$ 147,062.00	\$ 155,627.00	\$ 154,197.00	\$ 159,383.00	\$ 161,406.00	\$ 120,381.00	\$ 117,901.00	\$ 127,441.00	\$ 164,145.00
Contract Sum Prior to this Change Order	\$ 3,143,000.00	\$ 3,153,515.00	\$ 3,147,655.00	\$ 3,170,062.00	\$ 3,178,627.00	\$ 3,177,197.00	\$ 3,182,383.00	\$ 3,184,406.00	\$ 3,143,381.00	\$ 3,140,901.00	\$ 3,150,441.00	\$ 3,187,145.00
Contract Sum Will Be Increased	\$ 10,515.00	\$ (5,860.00)	\$ 23,377.00	\$ 8,565.00	\$ (1,430.00)	\$ 5,186.00	\$ 2,023.00	\$ (41,995.00)	\$ (2,480.00)	\$ 9,540.00	\$ 36,704.00	\$ 23,048.00
New Contract Sum Including this Change Order	\$ 3,153,515.00	\$ 3,147,655.00	\$ 3,171,032.00	\$ 3,178,627.00	\$ 3,177,197.00	\$ 3,182,383.00	\$ 3,184,406.00	\$ 3,142,411.00	\$ 3,140,901.00	\$ 3,150,441.00	\$ 3,187,145.00	\$ 3,210,193.00



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: 1011-09 -- SJHHS 30 Meter Pool/Support Building
Contract Number: 1011-09

Purchase Order No. :
DSA Number: A04-109690

CHANGE ORDER

To: Horizons Construction Co. Int'l, Inc.
1173
Anaheim, CA 92801

Change Order No. : 00003
Date: 11/14/2011

Title: Change Order #3

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
WO 001	Required Extra Scope	0	\$7,995.00
Added T-bar and Sprinkler Heads			

Pursuant to a jobwalk with the Architect of Record and District on 6/10/2011 it was determined that the 3 pullboxes and associated conduits and cabling do not need to be installed as noted on Attachment "A" dated 6/13/11. The District conducted numerous meetings with Horizons in an attempt to mutually negotiate the credit due the District. Additionally the District obtained the electrical subcontractor "Mike's Electric" signed agreement to the approximate credit. (refer to attachment "B" dated 6/10/11) Therefore the District had no other recourse than to unilaterally issue the deductive work order in the amount noted below.

WO 002	Required Extra Scope	0	\$0.00
Revision of SC Article 8			

During the District's review of Special Condition's Article 8 Paragraph A, it was determined that DSA approval was not required for minor scope changes. As such, the district struck this requirement.

WO 003	Errors and Omissions	0	\$2,520.00
Bulletin 4R-1 Surge Tank and Sewer			

During the General Contractors potholing of the construction site it was discovered that the existing western main sewer line was only 6". The Bid documents sheet C-5 indicate that the existing westerly sewer line is an 8" diameter line. As a result of the potholing, the Architect issued Bulletin 4R-1 which eliminated the planned westerly lateral line from Building "J". Additionally, a 1700 gallon above grade surge tank was specified for Building "J" as well as the associated above grade plumbing and subsurface connections to an existing 6" dia. sewer line located in the eastern side of the project. As such the district determined the additional costs associated with Bulletin 4R-1 and negotiated the full and final additional costs with the contractor. Contractor shall furnish and install the noted items in Attached Bulletin No. 00004R-1 dated 5/13/2011.

WO 004	Other	1	\$0.00
Inclement Weather Delay			

The district has reviewed the full scope of information available and has determined that the project critical path was in fact impacted by the inclement weather delay on May 17, 2011. As a result, the District is issuing Work Order #4 extending the overall project completion by 1 working day as a non-compensable inclement weather day in accordance with General Article 63, adjusting the completion date from Friday 11/11/11 to Monday 11/14/2011 5pm P.S.T. This mutually agreed extension specifically, and only, applies to the final project completion date and does not impact any of the other interim milestone dates in the project, as none of these other milestone dates were, in any way, impacted by the inclement weather on May 17, 2011. Refer to attached FON 37R-1 dated 6/8/11.

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the changes under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the

Change Order #00003 Page 1 of 2



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

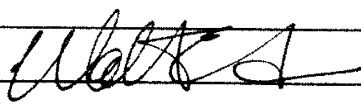
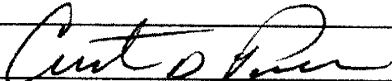
Project: 1011-09 -- SJHHS 30 Meter Pool/Support Building
Contract Number: 1011-09

Purchase Order No. :
DSA Number: A04-109690

CHANGE ORDER

Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

The Original Contract Sum was	.....	\$3,023,000.00
Net Change by Previously Authorized Requests and Changes	.....	\$120,000.00
The Contract Sum Prior to This Change Order was	.....	\$3,143,000.00
The Contract Sum Will be Increased	.....	\$10,515.00
The New Contract Sum Including This Change Order	.....	\$3,153,515.00
The Contract Time Will Not Be Changed	.....
The Date of Substantial Completion as of this Change Order Therefore is	...	11/11/2011

	Signature	Date
CUSD - Joe Farley		
Owner's Representative		11/21/11
Contractor		
Architect of Record		
Inspector of Record		11/21/11

Project: 1011-09 -- SJHHS 30 Meter Pool/Support Building
Contract Number: 1011-09

Purchase Order No. :
DSA Number: A04-109690

CHANGE ORDER

To: Horizons Construction Co. Int'l, Inc.
1173
Anaheim, CA 92801

Change Order No. : 00004
Date: 11/15/2011

Title: Change Order #4

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
W0 005	Credit	0	(\$5,860.00)
Electrical Pullboxes Credit			

Pursuant to a jobwalk with the Architect of Record and District on 6/10/2011 it was determined that the 3 pullboxes and associated conduits and cabling do not need to be installed as noted on Attachment "A" dated 6/13/11.

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the changes under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

The Original Contract Sum was	\$3,023,000.00
Net Change by Previously Authorized Requests and Changes	\$130,515.00
The Contract Sum Prior to This Change Order was	\$3,153,515.00
The Contract Sum Will be Decreased	(\$5,860.00)
The New Contract Sum Including This Change Order	\$3,147,655.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	11/11/2011

Signature	Date
CUSD - Joe Farley	
Owner's Representative	11/21/11
Contractor	
Architect of Record	
Inspector of Record	11/21/11



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: 1011-09 – SJHHS 30 Meter Pool/Support Building
Contract Number: 1011-09

Purchase Order No. :
DSA Number: A04-109690

CHANGE ORDER

To: Horizons Construction Co. Int'l, Inc.
1173
Anaheim, CA 92801

Change Order No. : 00005
Date: 11/15/2011

Title: Change Order #5

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
W0 006	Value Enhancement	0	\$19,866.00
Additional A.C. Paving			

Pursuant to a jobwalk with the Architect of Record and District on 6/13/2011 it was determined approximately an additional 4,000 square foot area of asphaltic concrete removal and subsequent replacement is necessary to facilitate site drainage and ensure a monolithic and continuous paving surface in heavily trafficked area noted on attached Sketch "A", dated 6/20/2011

W0 007	Differing Conditions	0	\$2,541.00
Unforeseen Condition at Musco Pole			

During the scheduled auguring of the 4 caissons for the Musco poles the Contractor encountered an unforeseen and undocumented subterranean obstruction (36" diameter Rock). In order to remove the unforeseen obstruction it was necessary for the contractor to utilize a breaker and work extra hours.

W0 008	Other	0	\$0.00
Revised Island Schedule			

On 6/23/2011 it was brought to the Owner's Representative attention by the site principal that extracurricular student activities were in conflict with the Theater Landscape Island start date of 6/27/11, as noted in special conditions article 27 paragraph a item 2. As such, the District has elected to revise the early start date from 6/27/11 to 7/5/11 and the Finish Date from 7/29/11 to 8/6/11 as previously discussed and agreed upon with Horizons.

W0 009	Errors and Omissions	0	\$970.00
Adjusted Ceiling Height in Bldg. F Corridor			

Due to varying heights in the corridor the District responded to RFI #28 to utilize a ceiling height of 10'-0". Upon further review there were previously unknown ceiling devices. As such, the District elected to revise the corridor to a 9'0" height which necessitated extra splay wires and 2 sprinkler heads to be raised.

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the changes under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.



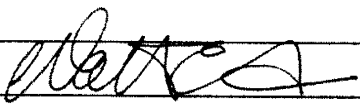
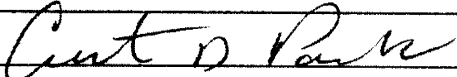
Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: 1011-09 -- SJHHS 30 Meter Pool/Support Building
Contract Number: 1011-09

Purchase Order No. :
DSA Number: A04-109690

CHANGE ORDER

The Original Contract Sum was	.....	\$3,023,000.00
Net Change by Previously Authorized Requests and Changes	.....	\$124,655.00
The Contract Sum Prior to This Change Order was	.....	\$3,147,655.00
The Contract Sum Will be Increased	.....	\$23,377.00
The New Contract Sum Including This Change Order	.....	\$3,171,032.00
The Contract Time Will Not Be Changed	.....
The Date of Substantial Completion as of this Change Order Therefore is	...	11/11/2011

	Signature	Date
CUSD - Joe Farley		
Owner's Representative		11/21/11
Contractor		
Architect of Record		
Inspector of Record		11/21/11



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: 1011-09 -- SJHHS 30 Meter Pool/Support Building
Contract Number: 1011-09

Purchase Order No. :
DSA Number: A04-109690

CHANGE ORDER

To: Horizons Construction Co. Int'l, Inc.
1173
Anaheim, CA 92801

Change Order No. : 00006
Date: 11/15/2011

Title: Change Order #6

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
W0 010R1	Errors and Omissions	0	\$2,599.00

Corridor Wall Issues

This work order is in response to RFI #120 item #3, the contract documents did not include wall covering on the south wall in corridor F36 (refer to attachment "A" dated 7/13/11), and in order to maintain continuity between the F31 and F36 corridors additional wallcovering was needed.

W0 011R1	Differing Conditions	0	\$2,264.00
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Landscape Irrigation

11 During the commencement of demolition an undocumented landscape irrigation pipe was discovered. (Refer to Attachment "A" dated 7/21/11) The contract documents show moving the island curb east which will require rerouting the unforeseen pipe and installing 4 new sprinkler heads to connect to the existing system.

W0 012	Errors and Omissions	0	\$3,702.00
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Corridor Floor Sealer

The Design Intent was for the F31 and F36 corridor floors to receive concrete sealer finish and for F31 corridor to receive new 4" rubber base. (Refer to Attachment "A" dated 7/18/11) However, this Design Intent was missing on the contract documents and therefore was not reflected on the finish schedule on sheet A-8.0 nor on the Modernization floor plan on Sheet A-2.1. As such, the District determined the additional costs associated with the added concrete sealer and rubber base and negotiated the full and final additional costs with the contractor.

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the changes under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.



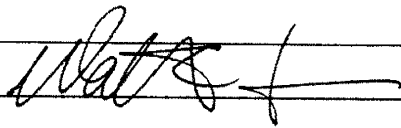
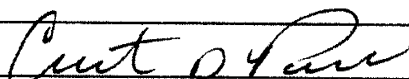
Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: 1011-09 -- SJHHS 30 Meter Pool/Support Building
Contract Number: 1011-09

Purchase Order No. :
DSA Number: A04-109690

CHANGE ORDER

The Original Contract Sum was	.....	\$3,023,000.00
Net Change by Previously Authorized Requests and Changes	.....	\$147,062.00
The Contract Sum Prior to This Change Order was	.....	\$3,170,062.00
The Contract Sum Will be Increased	.....	\$8,565.00
The New Contract Sum Including This Change Order	.....	\$3,178,627.00
The Contract Time Will Not Be Changed	.....
The Date of Substantial Completion as of this Change Order Therefore is	...	11/11/2011

	Signature	Date
CUSD - Joe Farley		
Owner's Representative		11/21/11
Contractor		
Architect of Record		
Inspector of Record		11/21/11



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: 1011-09 -- SJHHS 30 Meter Pool/Support Building
Contract Number: 1011-09

Purchase Order No. :
DSA Number: A04-109690

CHANGE ORDER

To: Horizons Construction Co. Int'l, Inc.
1173
Anaheim, CA 92801

Change Order No. : 00007
Date: 11/15/2011

Title: Change Order #7

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
W0 013	Credit	0	(\$1,430.00)
Credit for Solar Pipes			

Upon further review by the District and AOR at a jobwalk on 7/18/2011 it was determined that the 8" solar pipes will be capped below the roof line instead of penetrating thru the roof as shown on details 2 and 7 on sheet A-4.1.

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the changes under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

The Original Contract Sum was	.....	\$3,023,000.00
Net Change by Previously Authorized Requests and Changes	.....	\$155,627.00
The Contract Sum Prior to This Change Order was	.....	\$3,178,627.00
The Contract Sum Will be Decreased	.....	(\$1,430.00)
The New Contract Sum Including This Change Order	.....	\$3,177,197.00
The Contract Time Will Not Be Changed	.....
The Date of Substantial Completion as of this Change Order Therefore is	...	11/11/2011

	Signature	Date
CUSD - Joe Farley		
Owner's Representative		11/21/11
Contractor		
Architect of Record		
Inspector of Record		11/21/11



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: 1011-09 -- SJHHS 30 Meter Pool/Support Building
Contract Number: 1011-09

Purchase Order No. :
DSA Number: A04-109690

CHANGE ORDER

To: Horizons Construction Co. Int'l, Inc.
1173
Anaheim, CA 92801

Change Order No. : 00008
Date: 11/15/2011

Title: Change Order #8

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
W0 014	Differing Conditions	0	\$3,835.00

Unforeseen damaged electrical conduit

During the scheduled digging of the trench for the sewer line at the west end of the project site the contractor struck an undocumented, unmarked, and unforeseen electrical conduit that was found to be providing power to the girls softball field. Therefore the damaged electrical conduit and wire needed to be repaired.

W0 015	Errors and Omissions	0	\$1,351.00
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Extra Base at Landscape Island

The original design documents did not contemplate an even sheet flow of water from the westerly face of curb at the Landscape Island to the easterly face of the existing peninsula face of curb. Therefore additional base was needed to ensure a monolithic sheet flow from west to east.

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the changes under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.



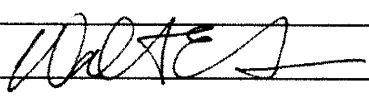
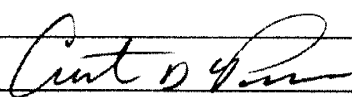
Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: 1011-09 -- SJHHS 30 Meter Pool/Support Building
Contract Number: 1011-09

Purchase Order No. :
DSA Number: A04-109690

CHANGE ORDER

The Original Contract Sum was	.....	\$3,023,000.00
Net Change by Previously Authorized Requests and Changes	.....	\$154,197.00
The Contract Sum Prior to This Change Order was	.....	\$3,177,197.00
The Contract Sum Will be Increased	.....	\$5,186.00
The New Contract Sum Including This Change Order	.....	\$3,182,383.00
The Contract Time Will Not Be Changed	.....
The Date of Substantial Completion as of this Change Order Therefore is	...	11/11/2011

	Signature	Date
CUSD - Joe Farley		
Owner's Representative		11/21/11
Contractor		
Architect of Record		
Inspector of Record		11/21/11



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: 1011-09 – SJHHS 30 Meter Pool/Support Building
Contract Number: 1011-09

Purchase Order No. :
DSA Number: A04-109690

CHANGE ORDER

To: Horizons Construction Co. Int'l, Inc.
1173
Anaheim, CA 92801

Change Order No. : 00009
Date: 11/15/2011

Title: Change Order #9

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
W0 016R1	Differing Conditions	0	\$1,261.00
West End Vault			

Pursuant to previous job walk on approximately July 18, 2011 with Architect of Record and District, it was determined that the conductors in the North West vault pull box are non-existent as indicated. Therefore the scope according to plan sheet: ES.1, notes #54, 38 & #39 is not necessary.

W0 017	Value Enhancement	0	\$762.00
Overtime Work			

In an effort to ensure completion of the Boy's Weight Room, Training Room and adjacent corridor for the upcoming school scheduled athletic activities. The District elected to pay the overtime rider only costs. (Saturday 8/6/11 and Saturday 8/7/11).

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the changes under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.




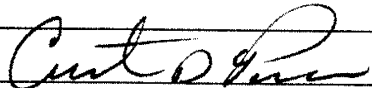
Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: 1011-09 – SJHHS 30 Meter Pool/Support Building
Contract Number: 1011-09

Purchase Order No. :
DSA Number: A04-109690

CHANGE ORDER

The Original Contract Sum was	\$3,023,000.00
Net Change by Previously Authorized Requests and Changes	\$159,383.00
The Contract Sum Prior to This Change Order was	\$3,182,383.00
The Contract Sum Will be Increased	\$2,023.00
The New Contract Sum Including This Change Order	\$3,184,406.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is ...	11/11/2011

	Signature	Date
CUSD - Joe Farley		
Owner's Representative		11/21/11
Contractor		
Architect of Record		
Inspector of Record		11/21/11



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: 1011-09 – SJHHS 30 Meter Pool/Support Building
Contract Number: 1011-09

Purchase Order No. :
DSA Number: A04-109690

CHANGE ORDER

To: Horizons Construction Co. Int'l, Inc.
1173
Anaheim, CA 92801

Change Order No. : 00010
Date: 11/15/2011

Title: Change Order #10

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
W0 018	Credit	0	(\$34,650.00)

Emergency Repair Deductive W.O.

The Project records confirm that due to the negligence of Horizons (HCC) on site supervision the 8" irrigation line and 3" domestic line were installed within the zone of influence at the western end of the retaining wall footing. Furthermore, HCC failed to protect their previously installed 8" irrigation water line at the western end of the retaining wall footing and on 8/12/11 the previously noted essential utility line was damaged and rendered non-functional. As such, the District's normal operating campus use was severely impacted. In accordance with, but without limitations to General Conditions Articles 46 and 62 the District informally bid the emergency remediation's to the 8" domestic water line and the 3" Domestic Water line, and completed the remediation work.

W0 019	Credit	0	(\$2,353.00)
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District 3" Water Remediation

On 8/25/11 the 3" Domestic Water Line, at the eastern side of the site, pulled apart at the previous HCC installed point of connection due to deficient install causing the immediate flooding of the retaining wall excavated trench and shutdown of water at the Boys and Girls Restrooms and Snack Bar at the west end of the stadium. The District immediately issued FON 102 informing Horizon's that failure to immediately repair the damaged 3" domestic water line would severely interrupt the normal operations of the school site. HCC did not perform the repair work. In accordance with, but without limitations to General Conditions Articles 46 and 62 the District completed the emergency remediation's to the 3" Domestic Water Line.

W0 020	Credit	0	(\$4,992.00)
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Remediation of 1 1/2" irrigation lines

On 5/27/11 the District discovered that Horizons (HCC) had capped two 1 1/2" lateral irrigation pipes that had previously been damaged by HCC, instead of reconnecting the laterals to the 8" irrigation pipe. The District immediately issued FON 11R-1 informing HCC that it was their sole responsibility to repair the irrigation lines and render the system operational. Despite the District's repeated verbal requests and written requests, as noted in FON 11R2 dated 9/8/2011 and FON 11R3 dated 9/12/2011, HCC did not perform the repair work to the two damaged 1 1/2" irrigation lines. In accordance with but without limitations to General Conditions Articles 46 and 62 the District completed the emergency remediation to the damaged 1 1/2" irrigation lines in the amount noted below.

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the changes under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.



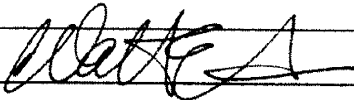
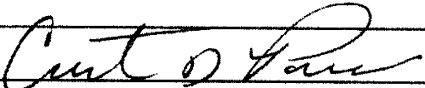
Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: 1011-09 – SJHHS 30 Meter Pool/Support Building
Contract Number: 1011-09

Purchase Order No. :
DSA Number: A04-109690

CHANGE ORDER

The Original Contract Sum was	\$3,023,000.00
Net Change by Previously Authorized Requests and Changes	\$161,406.00
The Contract Sum Prior to This Change Order was	\$3,184,406.00
The Contract Sum Will be Decreased	(\$41,995.00)
The New Contract Sum Including This Change Order	\$3,142,411.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is ...	11/11/2011

	Signature	Date
CUSD - Joe Farley		
Owner's Representative		11/21/11
Contractor		
Architect of Record		
Inspector of Record		11/21/11



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: 1011-09 -- SJHHS 30 Meter Pool/Support Building
Contract Number: 1011-09

Purchase Order No. :
DSA Number: A04-109690

CHANGE ORDER

To: Horizons Construction Co. Int'l, Inc.
1173
Anaheim, CA 92801

Change Order No. : 00011
Date: 11/15/2011

Title: Change Order #11

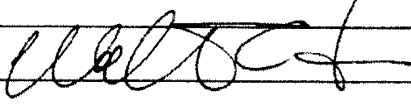

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
W0 021R1	Credit	0	(\$2,480.00)
Credit for Sod			

Upon further review by the District and AOR at a jobwalk on 9/30/11 it was determined that sod was not the right application for north slope of the retaining wall due to the heavy foot traffic that area receives. (Refer to Attachment "A" dated 10/5/11)

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the changes under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

The Original Contract Sum was	.....	\$3,023,000.00
Net Change by Previously Authorized Requests and Changes	.....	\$120,381.00
The Contract Sum Prior to This Change Order was	.....	\$3,143,381.00
The Contract Sum Will be Decreased	.....	(\$2,480.00)
The New Contract Sum Including This Change Order	.....	\$3,140,901.00
The Contract Time Will Not Be Changed	.....
The Date of Substantial Completion as of this Change Order Therefore is	...	11/11/2011

	Signature	Date
CUSD - Joe Farley		
Owner's Representative		11/21/11
Contractor		
Architect of Record		
Inspector of Record		11/21/11

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675



Project: 1011-09 -- SJHHS 30 Meter Pool/Support Building
Contract Number: 1011-09

Purchase Order No. :
DSA Number: A04-109690

CHANGE ORDER

To: Horizons Construction Co. Int'l, Inc.
1173
Anaheim, CA 92801

Change Order No. : 00012
Date: 11/16/2011

Title: Change Order #12

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
W0 022R1	Value Enhancement	0	\$8,558.00
Solar Pipe Concealment			

Pursuant to a job walk by the District's Representative and AOR on 9/26/11 it was determined that it would be in the District's best interest to conceal the (2) 8" diameter future solar pipes, 2" diameter electrical conduits, and associated wall supports with a chase wall similar to the design of the adjacent building. The concealment chase wall is intended to prevent anyone from using the solar pipes as a "ladder" to gain unauthorized access into the pool area. Therefore Bulletin #5 was issued to reflect these changes.

W0 023R1	Differing Conditions	0	\$982.00
Relocate and Reconnect Storm Drain			

During the scheduled contractual installation of Musco Pole #3 an existing storm drain line was found to be in the way of the intended Musco pole footing location. Therefore the existing storm drain was required to be relocated to the west of the Musco Pole footing to maintain an operational subterranean storm drainage system.

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the changes under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.



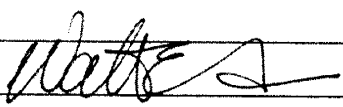
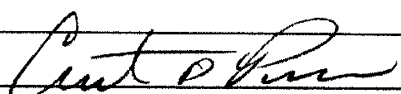
Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: 1011-09 -- SJHHS 30 Meter Pool/Support Building
Contract Number: 1011-09

Purchase Order No. :
DSA Number: A04-109690

CHANGE ORDER

The Original Contract Sum was	\$3,023,000.00
Net Change by Previously Authorized Requests and Changes	\$117,901.00
The Contract Sum Prior to This Change Order was	\$3,140,901.00
The Contract Sum Will be Increased	\$9,540.00
The New Contract Sum Including This Change Order	\$3,150,441.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is ...	11/11/2011

	Signature	Date
CUSD - Joe Farley		
Owner's Representative		11/21/11
Contractor		
Architect of Record		
Inspector of Record		11/21/11



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: 1011-09 -- SJHHS 30 Meter Pool/Support Building
Contract Number: 1011-09

Purchase Order No. :
DSA Number: A04-109690

CHANGE ORDER

To: Horizons Construction Co. Int'l, Inc.
1173
Anaheim, CA 92801

Change Order No. : 00013
Date: 11/16/2011

Title: Change Order #13

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
W0 024	Other	3	\$0.00
October 4-6, 2011 Rain Delay			
The district has reviewed the full scope of information available and has determined that the project critical path was in fact impacted by the inclement weather delay on October 4th, 5th, and 6th, 2011, (Refer to IOR Dailies Attachments "A", "B", and "C" dated 10/21/11). As a result, the District is issuing Work Order #24 extending the overall project completion by 3 working day as a non-compensable inclement weather day in accordance with General Article 63, adjusting the completion date from Monday 11/14/11 to Thursday 11/17/2011 5pm P.S.T.			
W0 025	Errors and Omissions	0	\$4,632.00
North Side Retaining Wall Drains			
The contractual drawings did not contemplate accepting drainage from the Northside of the retaining wall at the North End. Therefore, it was necessary to provide additional storm drains at the Northside of the retaining wall to accept the above mentioned drainage, (Refer to Attachment "A" dated 10/27/11).			
W0 026	Errors and Omissions	0	\$2,587.00
Security Fence North of Building J			
The contractual drawing did not contemplate site security north of Building J. Therefore it was necessary to add a 20' long fence 8' high at the low wall North of Building J to secure the pool area.			
W0 027	Other	4	\$0.00
11/4/11 and 11/7/11 Inclement Weather			
The District has reviewed the full scope of information available and has determined that the project critical path was in fact impacted by the inclement weather delay on November 4th, and November 7th, 2011,			
W0 028	Errors and Omissions	0	\$3,326.00
Added Rebar Below Slot Drain			
The contractual drawings did not contemplate installing reinforcing bar under the pool deck slot drain as a preventative measure against cracking. The District elected to request that the contractor provide and install additional rebar under the slot drain at the pool deck.			



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: 1011-09 – SJHHS 30 Meter Pool/Support Building
Contract Number: 1011-09

Purchase Order No. :
DSA Number: A04-109690

CHANGE ORDER

Item	Responsibility Code	Days	Change Amount
W0 029	Errors and Omissions	0	\$2,483.00
Additional Power at Scoreboard			

The contractual drawings did not contemplate the manufacturer power requirements for the scoreboard installation. Therefore it was necessary to provide additional circuits and hardwired boxes for the installation of the pool scoreboard.

W0 030	Value Enhancement	0	\$23,676.00
Deletion of Site Wall			

Pursuant to a jobwalk with the Architect and the Owner's Representative it was determined that the deletion of the secondary northern site wall and the addition of pool site security lighting would be of great benefit to the students of San Juan Hills High School. The deletion of the aforementioned site wall would increase the pool deck size by approximately 2000 S.F. providing additional space for swim meets, water polo matches, seating for fans, and other school pool activities.

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the changes under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

The Original Contract Sum was	\$3,023,000.00
Net Change by Previously Authorized Requests and Changes	\$127,441.00
The Contract Sum Prior to This Change Order was	\$3,150,441.00
The Contract Sum Will be Increased	\$36,704.00
The New Contract Sum Including This Change Order	\$3,187,145.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	11/11/2011

	Signature	Date
CUSD - Joe Farley		
Owner's Representative		11/21/11
Contractor		
Architect of Record		
Inspector of Record		11/21/11



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: 1011-09 -- SJHHS 30 Meter Pool/Support Building
Contract Number: 1011-09

Purchase Order No. :
DSA Number: A04-109690

CHANGE ORDER

To: Horizons Construction Co. Int'l, Inc.
1173
Anaheim, CA 92801

Change Order No. : 00014
Date: 11/18/2011

Title: Change Order #14

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
W0 031R1	Value Enhancement	0	\$23,048.00

Pursuant to a Job walk by the District's Representative it was determined that it would in the District best interest to enhance the drought resistant and student tolerant landscape area in between the Football Stadium and the Aquatic Center.

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the changes under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

The Original Contract Sum was	\$3,023,000.00
Net Change by Previously Authorized Requests and Changes	\$164,145.00
The Contract Sum Prior to This Change Order was	\$3,187,145.00
The Contract Sum Will be Increased	\$23,048.00
The New Contract Sum Including This Change Order	\$3,210,193.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	11/11/2011

Signature	Date
CUSD - Joe Farley	
Owner's Representative	11/21/11
Contractor	
Architect of Record	
Inspector of Record	11/21/11

NONPUBLIC, NONSECTARIAN SCHOOL SERVICES MASTER CONTRACT

CONTRACT YEAR 2011-2012

A. AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is made and entered into

This 1st day of July, 2011 between the

Capistrano Unified School District

hereinafter sometimes referred to as the "LEA," and

T.E.R.I. Inc. & The Country School

(Nonpublic, nonsectarian school)

hereinafter referred to as "CONTRACTOR,"

for the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5. It is understood that this Master Contract does not commit the LEA to payment for special education and related services provided to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and CONTRACTOR. It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

2. INDIVIDUAL SERVICES AGREEMENTS

The LEA and CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement

than the CONTRACTOR can provide, the CONTRACTOR may request a review of the pupil's IEP/IFSP for the purposes of consideration of a change in the pupil's placement. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

3. NONPUBLIC SCHOOL CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education Nonpublic School Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

4. TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract shall apply to any and all special education and/or related services provided by CONTRACTOR and payment for those services by the LEA.

5. COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation or disability in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy on sexual harassment in accordance with state and federal regulations and guidelines.

B. ADMINISTRATION OF CONTRACT

6. "DAYS"

For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

7. SUPERSEDES PRIOR CONTRACTS

This contract and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

8. MODIFICATIONS AND AMENDMENTS

The LEA and CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Trustees or authorized representative of CONTRACTOR. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

9. NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of the receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall
be addressed to:

Sara R. Jocham,
Assistant Superintendent, SELPA
Name/Title

Capistrano Unified School District
Local Education Agency

33122 Valle Road
Address

San Juan Capistrano CA 92675
City State Zip

(949) 234-9270
Phone

(949) 240-9047
Facsimile

Notices to the CONTRACTOR shall
be addressed to:

Krysti DeZonia, Senior Director
Name/Title

T.E.R.I. Inc.
Nonpublic School

251 Airport Road
Address

Oceanside CA 92058
City State

(760) 721-1706
Phone

(760) 721- 721-9872
Facsimile

10. INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

11. SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by the Assistant Superintendent, SELPA of Capistrano Unified School District. Such approval shall not be unreasonably withheld. The LEA and CONTRACTOR shall maintain a copy of the written approval.

12. INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees

and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

13. INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by CONTRACTOR in relation to the performance of service(s) under this Master Contract, of at least \$ 1,000,000 combined single limit for all damages arising out of death or injury to, or death from, each accident or occurrence and \$1,000,000 combined single limit for all damages arising out of injury to or destruction of property for each accident or occurrence. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 12, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 9 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable state's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 12 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 9 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000

per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least 30 days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

14. TRANSPORTATION

Transportation costs are the responsibility of the LEA unless otherwise agreed to in writing. The CONTRACTOR shall provide each pupil whom the CONTRACTOR transports with adequate supervision during transports and with instruction in school bus emergency procedures and passenger safety, as appropriate to the pupil's needs. The CONTRACTOR shall have in place a transportation safety plan containing procedures for school personnel to follow to ensure the safe transport of pupils.

In the event the CONTRACTOR transports students due to health, behavior, or other emergencies, or as otherwise agreed to between the CONTRACTOR and the LEA, the LEA shall reimburse CONTRACTOR at the rate specified in this Master Contract (Rate Schedule, Section 46 A or B).

15. WAIVERS

The LEA and/or CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

16. SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees.

17. SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

18. CONFLICTS OF INTEREST

The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

19. INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

20. DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 9) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

21. VENUE AND GOVERNING LAW

This contract and conditions of this contract shall be governed by the laws of the State of California with venue in San Diego County, California.

22. RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to California EC section 56366.4(a).

23. TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 9 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to nonmaintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 9 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Section 46 (Rate Schedule) and Section 48 (Billing and Payment) of this contract. CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 9 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

24. NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school shall provide documentation to the LEA that the LCI does not require as a condition of residential placement in the LCI, either of the following: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

C. EDUCATIONAL PROGRAM

25. ADMISSION / ENROLLMENT PROCEDURE

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP and immunization records. The LEA shall facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within 10 working days based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 9 (Notices) of this contract.

26. GENERAL PROGRAM OF INSTRUCTION

The Contractors educational materials, services, and programs will be consistent with the pupil's individualized education program in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The NPS offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials used by any local education agency that contracts with the NPS, nonsectarian school.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 9 (Notices) of this contract prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

27. SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A student who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the

CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

28. INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the NPS staff or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the NPS shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met at the nonpublic school, whether changes to the pupil's IEP are necessary, and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS may be appropriate to support transition to a public school program.

29. CALENDAR

By June 1 of each year, the CONTRACTOR shall submit a school calendar to the CUSD Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred and eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. The CONTRACTOR's calendar may include alternative attendance days, which may be used as long as no pupil exceeds 180 billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA. The CONTRACTOR shall arrange for transportation on the alternative attendance days.

The CONTRACTOR shall only provide designated instruction and services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) alternative attendance days, and/or 5) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

30. CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, make-up classes or services, or alternative attendance days. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

31. FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

32. "PARENT"

For the purpose of the contract, a parent is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

33. PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

If CONTRACTOR operates a residential component, CONTRACTOR shall cooperate with parents' reasonable requests for pupil visits in the parents' home during, but not limited to, holidays and weekends. CONTRACTORS operating residential components make the final determination as to whether a request is reasonable and whether it shall be allowed.

34. PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 9

(Notices) of this contract. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

35. ASSESSMENTS

a. STATE MANDATED TESTING

Standardized tests shall be administered pursuant to state requirements and local guidelines, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period. By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. LEA and CONTRACTOR shall collaborate to minimize the disruption to the educational programs for students caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

b. INDIVIDUAL STUDENT ASSESSMENT

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

36. ACCOUNTABILITY

The nonpublic, nonsectarian school shall be subject to the alternative accountability system described in the Public School Performance Accountability Program in the same manner as public schools (EC 56366(a)(8)(A), EC 52052(h)). The NPS shall prepare a school accountability report card, in accordance with state guidelines and requirements (EC 56366(a)(9)). The nonpublic, nonsectarian school shall report the test results to the State Department of Education (EC 56366(a)(8)(A)).

37. STUDENT DISCIPLINE / SUSPENSION / POSITIVE BEHAVIORAL INTERVENTIONS

In accordance with Title 5, Section 3052(i)(2), the Special Education Local Plan Area approves of the policies established by CONTRACTOR on corporal punishment, pupil discipline (including suspensions and notification to LEA of offenses which constitute state-mandated reasons for expulsions), positive behavioral interventions, and emergency behavioral interventions. This approval is contingent upon the CONTRACTOR's policies being in compliance with applicable state and federal laws. This approval also includes the implementation of these policies.

The CONTRACTOR ensures that the site administrator of the nonpublic school is aware of his/her responsibilities and duties with respect to the suspension of pupils in accordance with EC sections 48911(h) and 48911.5. The CONTRACTOR shall send the LEA case manager notice of suspension for any LEA pupil issued such notice.

38. CONFIDENTIALITY OF RECORDS

All reports, records and other documents that CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

39. FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

D. PERSONNEL

40. VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed personnel consistent with the California laws and regulations unless the California Department of Education has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within 45 days of the change in accordance with Title 5, Section 3062.

Where behavior intervention services are provided by a nonpublic school, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

41. EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC section 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing).

42. QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

Effective July 1, 2001 the CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

43. STAFF ABSENCES

When a classroom teacher is absent, The CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

E. SAFETY

44. SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty or more pupils or more than one classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before, during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

45. REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the child abuse reporting laws, acknowledging their understanding of the reporting requirements regarding observed or suspected cases of child abuse. When filing a child abuse report under the Child Abuse Reporting laws, the CONTRACTOR shall include in the report the name, telephone number and address of the LEA representative as identified in Section 9 (Notices) of this contract.

b. Missing Students

The CONTRACTOR shall provide that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA Case Manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written accident report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within 48 hours.

The CONTRACTOR agrees to submit an incident report to the LEA case manager by the end of the following school day, in cases of injury resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a pupil's parents and the LEA regarding any injuries resulting from physical restraint.

d. Behavioral Emergency Reports

1. All "Emergency Behavior Reports" shall immediately be forwarded to, and reviewed by, a designated responsible administrator pursuant to California Code of Regulations Title 5 Section 3052 subsection (i)(6).

2. Anytime a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional analysis assessment, and to determine the necessity for an interim behavioral intervention plan (Ed Code Section 3052 (i)(7)). A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

3. CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulation sections 3001 (c)-(f) and 3052 (1)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any interventions that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar technique may be used as a short term emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any interventions that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(1) (1-8).

F. FINANCIAL

46. RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: T.E.R.I. INC & THE COUNTRY SCHOOL

The CONTRACTOR CDS NUMBER: 37-73569-7105075 & 37-73791-6927644

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) <u>Inclusive Education Program -</u> (Includes Educational Counseling services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)	<u>Rate</u>	<u>Period</u>
<u>Basic Education 1:1</u>	<u>\$235.01</u>	<u>Per diem</u>
<u>Basic Education 1:3</u>	<u>\$165.50</u>	<u>Per diem</u>
<u>Basic Education 1:9</u>	<u>\$125.08</u>	<u>Per diem</u>

2). Non Inclusive Education Program

Describe: _____

b. Individualized Related Services

(That may include, but not be limited to: Transportation, Transportation by the parent, Emergency Transportation, Bus Passes, One to one aide, Physical Therapy, Nursing services and other individualized related services as applicable).

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

47. ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a cumulative total of excused and unexcused absences for the year to date. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices to the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR that are not a part of the inclusive rate as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 9 (Notices) of this contract.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Excused Absences

The LEA shall be responsible for payment for days that verified pupil excused absence occurs because of the pupil's illness, visits to the doctor or dentist, death in the immediate family, or any other reason set forth in EC section 48205, up to the applicable percentage of the approved instructional days per the individual services agreement for each pupil. The applicable percentage shall be 3.333% of the approved instructional days during the term of this contract. The LEA may agree in writing to pay for additional days of excused absences on a case-by-case basis. LEA is not responsible for payment for a pupil's absences that occur for reasons other than those cited in EC section 48205. To the extent any provision of this section 47(a) conflicts with any other provision of this Agreement, this section 47(a) shall govern.

b. Excused Absences for Transferring Pupils

In the event a pupil transfers from one NPS to another during the term of this contract, that transfer shall not increase the total number of excused absence days to be paid by the LEA. To the extent a transferring pupil's reimbursed excused absences exceed the applicable percentage times the number of approved instructional days at CONTRACTOR's facility as of the effective date of the transfer, CONTRACTOR shall reimburse the LEA for the overpayment within 45 days of the transfer.

Example. Assume pupil Jane Doe attends NPS#1 from day 1 through day 113 and amasses 8 Excused Absences, and Jane Doe attends NPS#2 from day 114 through 200 and amasses 7 Excused

Absences. Based on the days of attendance, NPS #1 is only entitled to reimbursement for 3.76 days and therefore, must refund to the LEA any overpayment for excused absences beyond the 3.76 days. NPS#2 is entitled to a maximum of 2.9 days of excused absence reimbursement, and would not be permitted to bill for any amount over 2.9 days of excused absence.

c. Unexcused Absences

If a pupil's absences exceed more than ten unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 9 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

CONTRACTOR shall notify the LEA case manager when a pupil has been absent for 10 consecutive school days. Failure by the CONTRACTOR to notify the LEA case manager within 5 days after the 10th consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth day of absence.

d. Change of Pupil's District of Residence

Within 5 days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and such notice shall be provided pursuant to Section 9 (Notices) of the contract. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

e. Parent Withdrawal of Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is disenrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

f. Make-up Classes or Sessions, Alternative Attendance Days

Make-up classes or sessions shall be scheduled as soon as possible and no later than within a thirty-day period from the date the services were originally to be provided. Alternative attendance days, if provided by the CONTRACTOR, shall be scheduled within the semester or following the extended year session, during which the services were originally to be provided. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP or unless such services or make-up classes are provided on the weekend consistent with EC section 37223 or on alternative attendance days. The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

48. BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. The effective date of an invoice shall be the date of the receipt by the LEA. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 9 (Notices) of this contract.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 9 (Notices) of this contract. This payment shall be at the rates agreed to in Section 46 (Rate Schedule) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions, and alternative attendance days (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay CONTRACTOR and any related services and transportation costs as specified in Section 46 (Rate Schedule) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR.

d. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within 90 days of receipt may be considered a breach of contract.

49. RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within 5 days; or (D) the CONTRACTOR fails to notify the LEA within 5 days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 9 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant to Section 9 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Section 46 (Rate Schedule) of this contract. If CONTRACTOR does not resubmit sufficient rebilling or verify remediation

of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

50. INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five years and shall be available for audit consistent with the provisions of this section.

b. LEA Access to Documents Related to the Master Contract

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within 20 days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations

c. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by LEA for such payment shall be made pursuant to the notice provisions of Section 9 of this contract. Any and all audit exceptions must be specified in complete detail before any demand by the LEA for any amount set forth therein.

d. Reasons for Unannounced Visits

LEA and/or Special Education Local Plan Area representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

e. Quality Review Committee

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. CONTRACTOR will participate in the review of the NPS via the San Diego County Nonpublic School Quality Review process on a four-year cycle. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on July 1, 2011 and terminates at 5:00 p.m. on June 30, 2012 unless sooner terminated as provided herein.

CONTRACTOR,

T.E.R.I. Inc. & The Country School

Nonpublic School

By:

Signature

Date

Krysti DeZonia,
Senior Director

Name and Title of Authorized
Representative

Capistrano Unified School District

By:

Signature

Date

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

Name and Title of Authorized
Representative

LEA Board Approval

DATE: 12/12/11



Consultant Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and Center for Grants & Evaluation, Inc.

hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** Evaluation services for after school education and safety programs.

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on December 13, 2011 and will diligently perform as required and complete performance by June 30, 2012.

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

4. **Expenses:** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows:

None

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

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

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

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

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

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

9. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.
10. **Hold Harmless:** CONSULTANT agrees to and shall defend, indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by CONSULTANT or its subcontractors,

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

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

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

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

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

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

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

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

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

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

<u>DISTRICT</u>	<u>CONSULTANT</u>
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	Center for Grants & Evaluation, Inc. 67 Rockrose Aliso Viejo, CA 92656

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

CONSULTANT NAME: Center for Grants & Evaluation, Inc. Contract No. C1112087

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

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

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

a. Exhibit A Fee Schedule

b. Exhibit B None

c. Exhibit C None

CONSULTANT NAME: Center for Grants & Evaluation, Inc. Contract No. C1112087

This AGREEMENT is entered into this 13th Day of December 2011.

DISTRICT:

CONSULTANT:

By: _____
Terry Fluent, Director of Purchasing

By: _____
Signature

Kim Amadore
Printed Name

	President
<hr/>	
	Title

December 12, 2011
Board Approval Date

Social Security or Taxpayer Identification

Initials/Date BH 11/8/11

Exhibit A



Center for Grants and Evaluation, Inc.
Educational Consulting

**Services and Fee Schedule for Evaluation of the CUSD ASES Program
2011-2012**

SERVICES TO BE PROVIDED BY CONSULTANT

(Kim Amadore, President of Center for Grants and Evaluation, Inc.):

- ❖ Serve as the Evaluator for the ASES grant on an as needed basis.
- ❖ Provide on-going support to staff.
- ❖ Attend meetings with staff as needed.
- ❖ Assist with the Annual Report as needed.
- ❖ Present evaluation findings to appropriate groups.

Fee Schedule:

Services shall take place between December 2011 to June 2012. The consultant will charge \$70 per hour,

CONTRACTOR'S NAME: Carney Educational Services

CONTRACT No. I1112072



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Carney Educational Services hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Supplemental educational tutoring services.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 13, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Carney Educational Services CONTRACT No. I1112072

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

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

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

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

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:

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

CONTRACTOR:

Carney Educational Services
430 Grand Cypress Ave. #103
Palmdale, CA 93551

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

CONTRACTOR'S NAME: Carney Educational Services CONTRACT No. I1112072

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

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Description of Services</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF December, 2011.

Capistrano Unified School District
Name of District

Carney Educational Services
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

December 12, 2011

Board Approval Date

Taxpayer Identification Number

Initials/Date BH 10/7/11

EXhibit A



430 Grand Cypress Suite 103 Palmdale, CA 93551
Toll Free: 888-511-7737 Fax: 661-947-5678

FEE SCHEDULE
Carney Educational Services

Tutoring	Fee
In-home	\$45.00
Small Group	N/A
Online	N/A

**Services to Be Provided By Consultant
2011-12**

1. CONSULTANT shall use the EZSES software for the following list of activities: Manage student data, Record Assessments, Build Student Learning Plans and Submit them to CUSD, Schedule Tutoring, Record Attendance, Record Monthly Progress Notes, and Generate Invoices and Submit to CUSD.
2. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
3. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.

CONTRACTOR'S NAME: Basic Educational Services Team, Inc. CONTRACT No. 11112071



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Basic Educational Services Team, Inc. hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Supplemental educational tutoring services for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 13, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Basic Educational Services Team, Inc. **CONTRACT No.** I1112071

3. Compensation: DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

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

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

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

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

7. Originality of Services: CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

CONTRACTOR'S NAME: Basic Educational Services Team, Inc. **CONTRACT No.** 11112071

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

CONTRACTOR'S NAME: Basic Educational Services Team, Inc. **CONTRACT No.** 11112071

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

CONTRACTOR'S NAME: Basic Educational Services Team, Inc. **CONTRACT No.** I1112071

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

CONTRACTOR'S NAME: Basic Educational Services Team, Inc. **CONTRACT No.** I1112071

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:

CONTRACTOR:

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

Basic Educational Services Team, Inc.
28307 Newport Road
Menifee, CA 92584

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

CONTRACTOR'S NAME: Basic Educational Services Team, Inc. CONTRACT No. 11112071

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

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Description of Services</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF December, 2011.

Capistrano Unified School District

Name of District

Basic Educational Services Team, Inc.

Contractor Name

By: _____

Signature: _____

Terry Fluent

Typed Name

Typed or Printed Name

Director, Purchasing

Title

Title

December 12, 2011

Board Approval Date

Taxpayer Identification Number

Initials/Date BH 11/15/11



Exhibit A

BASIC EDUCATIONAL SERVICES TEAM, INC.

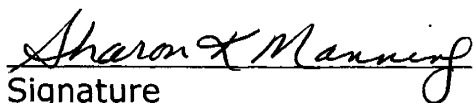
FEE SCHEDULE

September 26, 2011

Basic Educational Services Team, Inc.
(BEST)
28307 Newport Road
Menifee, CA 92584
basicedservices@verizon.net
& cbensonsees@gmail.com

Total Fee: \$63.00 per hour

Student Ratio – 1:1

A handwritten signature in cursive script, reading "Sharon K Manning".

Signature

Sharon K Manning
Office Manager
Basic Educational Services Team

September 26, 2011

Date

**Services to Be Provided By Consultant
2011-12**

1. CONSULTANT shall use the EZSES software for the following list of activities: Manage student data, Record Assessments, Build Student Learning Plans and Submit them to CUSD, Schedule Tutoring, Record Attendance, Record Monthly Progress Notes, and Generate Invoices and Submit to CUSD.
2. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
3. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.

CONTRACTOR'S NAME: ATS Project Success

CONTRACT No. 11112065



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and ATS Project Success hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Supplemental educational tutoring services for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 13, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: ATS Project Success CONTRACT No. I1112065

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

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

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

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

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:

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

CONTRACTOR:

ATS Project Success
20674 Hall Rd.
Clinton Township, MI 48038

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

CONTRACTOR'S NAME: ATS Project Success CONTRACT No. 1112065

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

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Description of Services</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF December, 2011.

Capistrano Unified School District
Name of District

ATS Project Success
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

December 12, 2011

Board Approval Date

Taxpayer Identification Number

Initials/Date BH - 10/6/11



ATS PROJECT SUCCESS

Online Tutoring With Priceless Results
FEE SCHEDULE

Accuracy Temporary Services d.b.a. ATS Project Success

Renee Weaver-Wright

20674 Hall Rd. Clinton Twp. MI 48038

P: 800-297-2119

F: 586-465-9481

Info@atsprojectsuccessworks.com

Description: ATS Project Success offers math and reading tutoring online to all students in grades K-12. Transportation is not required for students in our program, as services are provided in the comfort, privacy, and safety of the student's home. Project Success uses Pearson Digital Learning's integrated learning system, SuccessMaker, for grades K-8 and CompassLearning's integrated learning system, Odyssey, for grades 9-12 to ensure that the program is directly connected to the California State Standards. Students have access to tutoring 24 hours a day, 7 days a week including before or after school, evening, weekends, school vacations and summer break. Our program is flexible, and families can choose a schedule that best meets their needs. Students are evaluated, monitored, and tracked on a daily basis. Parents are contacted weekly by telephone, and monthly by mail, for a report on student progress. Students will begin as soon as we have received their name. Students are required to work for a minimum of two hours per week and a maximum of six.

Rate of Pay and Expenses: Our hourly rate is \$60 per hour, however we can adjust this rate to provide the minimum of ~~30~~ ²⁰ tutoring hours.

Signature

Date

9-26-11

Typed or Printed Name Renee Weaver-Wright



ATS PROJECT SUCCESS

Online Tutoring With Priceless Results

TB Test/Required Clearances Statement
September 21, 2011

To Whom It May Concern:

ATS Project Success is approved as an on-line supplemental educational services provider in 37 states. Our process for working with students involves no direct contact with the students, as the students work in the safety of their own home. A computer is shipped to the student's home and then the students work on line for their tutoring. Our teachers call the parents once per week to inform them of their student's progress. Reports are mailed monthly to the parents and school district. Our computers are programmed so that they can only access our tutoring site on the Internet. Again, there is no direct contact between the students and any ATS employee.

As part of our standard hiring procedure, all ATS employees are fingerprinted and a criminal background is done through the Michigan State Police and FBI. This registers all employees with the Department of Justice for "subsequent offender notification." Additionally, we check the National Sex Offender Public Registry site for each of the states we are approved in. We go through this process with our employees annually. Further, as a part of the pre-employment screening process, employees are drug tested. These records are sent to the school districts the particular employees are working with. TB testing is not a part of this process, as students do not have any direct contact with any ATS employees.

I certify that all persons identified as convicted sexual predators or offenders per the above screening will not be employed by ATS Project Success.

Please do not hesitate to contact me at 586-465-9474 for more information if necessary.

Sincerely,

Renee Weaver-Wright
President

**Services to Be Provided By Consultant
2011-12**

1. CONSULTANT shall use the EZSES software for the following list of activities: Manage student data, Record Assessments, Build Student Learning Plans and Submit them to CUSD, Schedule Tutoring, Record Attendance, Record Monthly Progress Notes, and Generate Invoices and Submit to CUSD.
2. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
3. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Arriba! Education hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Supplemental education
tutoring services for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 13, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Arriba! Education CONTRACT No. I1112066

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

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

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

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

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:

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

CONTRACTOR:

Arriba! Education
430 Grand Cypress Ave. #104
Palmdale, CA 93551

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

CONTRACTOR'S NAME: Arriba! Education CONTRACT No. I1112066

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

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Description of Services</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF December, 2011.

Capistrano Unified School District
Name of District

Arriba! Education
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title
December 12, 2011
Board Approval Date

Title

Taxpayer Identification Number

Initials/Date BH - 10/6/11



430 Grand Cypress Ave. Suite 104
Palmdale, CA 93551
Phone: 1-866-378-0009
Fax: 1-661-480-1510
www.arribaed.com
PLAY YOUR WAY TO AN "A"!

FEE SCHEDULE

¡Arriba Education!

Tutoring	Fee
In-home	\$40.00
Small Group	\$40.00
Online	N/A

**Services to Be Provided By Consultant
2011-12**

1. CONSULTANT shall use the EZSES software for the following list of activities: Manage student data, Record Assessments, Build Student Learning Plans and Submit them to CUSD, Schedule Tutoring, Record Attendance, Record Monthly Progress Notes, and Generate Invoices and Submit to CUSD.
2. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
3. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.

CONTRACTOR'S NAME: California School-Age Consortium CONTRACT No. I1112098



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and California School-Age Consortium hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. Services to be provided by CONTRACTOR: National Partnerships for After School Science professional development, curriculum and support for Hands-On Science and Engineering in after school programs District wide.

2. Term: CONTRACTOR shall commence providing services under this AGREEMENT on December 13, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: California School-Age Consortium CONTRACT No. I1112098

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

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

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

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Consumable science related materials.

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:

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

CONTRACTOR:

California School-Age Consortium
657 Mission Street #601
San Francisco, CA 94105

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

CONTRACTOR'S NAME: California School-Age Consortium CONTRACT No. I1112098

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

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule (San Juan Elementary)</u>
b. Exhibit	B	<u>Fee Schedule (Kinoshita Elementary)</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF December, 2011.

Capistrano Unified School District

Name of District

California School-Age Consortium

Contractor Name

By: _____

Signature: _____

Terry Fluent

Typed Name

Typed or Printed Name

Director, Purchasing

Title

Title

December 12, 2011

Board Approval Date

Taxpayer Identification Number

Initials/Date BH 11/21/11



2011-2012 NPASS2 PROGRAM/AGENCY LETTER OF AGREEMENT

This agreement is between the San Juan Elem. afterschool program/agency and California School-Age Consortium (CalSAC). The agreement describes the minimum level and conditions for the implementation of the NPASS2 science programming for all afterschool sites participating in the project.

1. **Staff Assignment:**

Two to three (2-3) experienced youth worker(s) must be assigned to lead the NPASS science projects with children at your agency. Ideally, your NPASS Science Leader should be someone who is likely to remain at the program site over the full year of this project.

2. **Monthly Training for Program Leaders:**

The NPASS Science Leader(s) above from each site should attend three, 3 – 4 hour training sessions. NPASS training must be considered part of the staff person's paid working time. Exact training times and dates will be chosen so as to be convenient to all.

3. **Regular Programming:**

Your agency will offer NPASS hands-on science programming at least once a week at a regular time and place. This space must include some tables and chairs, but also allow children to spread out and move around during science explorations.

4. **Science "Club":**

Your agency will recruit a "club" or other consistent group of children to participate in each NPASS activity from beginning to end (probably 4 – 6 weeks.) "Drop-in" attendance is not acceptable since these projects require children to carry ideas, discoveries and materials over from week to week.

5. **Dedicated Space:**

Your agency will make available a quiet space for the implementation of NPASS science projects, away from other distractions and interruptions. You will also make available a safe storage space for materials and for incomplete student projects between weekly science sessions.

6. **Materials:**

At each monthly training session, your agency will receive a written copy of the curriculum guide and a kit containing the materials needed to implement the project with 20-25 children. Your staff may be responsible for gathering some additional common or disposable items not included in the kits. You will also receive a detailed materials shopping list should you wish to create more kits to work with large numbers of children.

7. **Site Visits:**

NPASS Science Leaders will coordinate with your NPASS trainer to arrange for occasional site visits while your staff and children are working on the NPASS science project, and to make time for the trainer to offer feedback on implementation of the program, coaching and technical assistance.

8. Program Fees:

The total cost for the program is \$850. Your program site commits to paying this amount in full. Please contact Zak Parpia at zparpia@calsac.org or 415.957.1782 with questions regarding payment plans.

Program Fee Includes:

- Three (3) 3-4 hour monthly trainings for 2-3 program staff
- Three (3) Design It! and Explore It! curriculum guides with materials kits for 20-25 participants
- 15-18 hours of hands-on Science, Technology, Engineering and Math activities for school-age children and youth
- Ongoing technical assistance and coaching for your 2-3 science leaders
- Site visits to observe your NPASS science program and provide feedback and support for proper facilitation

Program Contact Information:

Program Name (s): (Please list all program sites that are participating)

San Juan Elementary School
YMCA / ASES Program

Address: 31642 El Camino Real

City: San Juan Cap. Zip: 92675 Agency Phone: (949) 493-4533

Contact Name: Janeth Lozano

Phone: (949) 496-7514 Email: jlozano@ymcaoc.org

Authorized Signer Name: _____

Position: _____

Signature: _____ Date: _____



2011-2012 NPASS2 PROGRAM/AGENCY LETTER OF AGREEMENT

This agreement is between the Kinoshita Elem. afterschool program/agency and California School-Age Consortium (CalSAC). The agreement describes the minimum level and conditions for the implementation of the NPASS2 science programming for all afterschool sites participating in the project.

1. **Staff Assignment:**

Two to three (2-3) experienced youth worker(s) must be assigned to lead the NPASS science projects with children at your agency. Ideally, your NPASS Science Leader should be someone who is likely to remain at the program site over the full year of this project.

2. **Monthly Training for Program Leaders:**

The NPASS Science Leader(s) above from each site should attend three, 3 – 4 hour training sessions. NPASS training must be considered part of the staff person's paid working time. Exact training times and dates will be chosen so as to be convenient to all.

3. **Regular Programming:**

Your agency will offer NPASS hands-on science programming at least once a week at a regular time and place. This space must include some tables and chairs, but also allow children to spread out and move around during science explorations.

4. **Science "Club":**

Your agency will recruit a "club" or other consistent group of children to participate in each NPASS activity from beginning to end (probably 4 – 6 weeks.) "Drop-in" attendance is not acceptable since these projects require children to carry ideas, discoveries and materials over from week to week.

5. **Dedicated Space:**

Your agency will make available a quiet space for the implementation of NPASS science projects, away from other distractions and interruptions. You will also make available a safe storage space for materials and for incomplete student projects between weekly science sessions.

6. **Materials:**

At each monthly training session, your agency will receive a written copy of the curriculum guide and a kit containing the materials needed to implement the project with 20-25 children. Your staff may be responsible for gathering some additional common or disposable items not included in the kits. You will also receive a detailed materials shopping list should you wish to create more kits to work with large numbers of children.

7. **Site Visits:**

NPASS Science Leaders will coordinate with your NPASS trainer to arrange for occasional site visits while your staff and children are working on the NPASS science project, and to make time for the trainer to offer feedback on implementation of the program, coaching and technical assistance.

8. Program Fees:

The total cost for the program is \$850. Your program site commits to paying this amount in full. Please contact Zak Parpia at zparpia@calsac.org or 415.957.1782 with questions regarding payment plans.

Program Fee Includes:

- Three (3) 3-4 hour monthly trainings for 2-3 program staff
- Three (3) Design It! and Explore It! curriculum guides with materials kits for 20-25 participants
- 15-18 hours of hands-on Science, Technology, Engineering and Math activities for school-age children and youth
- Ongoing technical assistance and coaching for your 2-3 science leaders
- Site visits to observe your NPASS science program and provide feedback and support for proper facilitation

Program Contact Information:

Program Name (s): (Please list all program sites that are participating)

Kinoshita Elementary School
YMCA / ASES Program

Address: 2 Via Positiva
City: San Juan Cap. Zip: 92675 Agency Phone: (949) 489-2131
Contact Name: Kristelle Perez
Phone: (949) 234-5391 Email: Kperez@ymcaoc.org

Authorized Signer Name: _____

Position: _____

Signature: _____ Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Applied Scholastics International hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Supplemental educational
tutoring services for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 13, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Applied Scholastics International CONTRACT No. 11112068

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

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

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

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

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

CONTRACTOR'S NAME: Applied Scholastics International **CONTRACT No.** I1112068

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:

CONTRACTOR:

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

Applied Scholastics International
11755 Riverview Drive
St. Louis, MO 63138

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

CONTRACTOR'S NAME: Applied Scholastics International CONTRACT No. I1112068

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

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Description of Services</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF December, 2011.

Capistrano Unified School District
Name of District

Applied Scholastics International
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

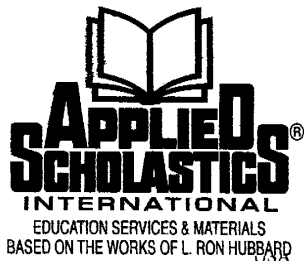
Title

December 12, 2011

Board Approval Date

Taxpayer Identification Number

Initials/Date _____



TELEPHONE: (314) 355-6355

TOLL FREE: (877) 755-3276
FAX: (314) 355-2621

WEBSITE:
www.appliedscholastics.org

Address: 11755 Riverview Dr
St Louis MO 63138

ADVISORY BOARD:

TOM CRUISE, Actor
Ambassador and Spokesperson

ANNE ARCHER, Actress,
Spokesperson for Applied
Scholastics International

RUBIK ATAMIAN PH.D., Professor
of Accounting, Pan American
University of Texas

NANCY CARTWRIGHT, Actress

BRUCE FLATTERY PH.D., Professor
of English, York University,
Toronto

RUBEN GARZA, Assistant Principal,
Stockton Unified School District

DAVID KAUF PH.D., Provost
Distinguished Research Professor,
University of Central Florida

CAROLINE KYHL PH.D., Assistant
Professor of Education,
Texas Lutheran University

ALAN LARSON PH.D., Founder
of the Delphian School &
Curriculum Developer

LORD DR. DUNCAN MCNAIR,
Parliamentarian

BERNARD PERCY M.A., Editor
in Chief, Author & Educator

OTTO SCHWEIZER PH.D., Professor
of Chemical Engineering,
University of South
Western Louisiana

JOHN TRAVOLTA, Actor

Exhibit A

2011-2012 FEE SCHEDULE

The fee schedule for Applied Scholastics International for school year 2011-2012 at Capistrano USD is \$45/hr per student for one-on-one or small group tutoring.

Mary Cockburn
Federal Programs Manager
Applied Scholastics International



**Services to Be Provided By Consultant
2011-12**

1. CONSULTANT shall use the EZSES software for the following list of activities: Manage student data, Record Assessments, Build Student Learning Plans and Submit them to CUSD, Schedule Tutoring, Record Attendance, Record Monthly Progress Notes, and Generate Invoices and Submit to CUSD.
2. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
3. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.

CONTRACTOR'S NAME: Ace Tutoring Services, Inc. CONTRACT No. 11112069



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Ace Tutoring Services, Inc. hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Supplemental educational tutoring services for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 13, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Ace Tutoring Services, Inc.

CONTRACT No. I1112069

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

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

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

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

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

CONTRACTOR'S NAME: Ace Tutoring Services, Inc. CONTRACT No. I1112069

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:

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

CONTRACTOR:

Ace Tutoring Services, Inc.
3576 Arlington Ave. #300
Riverside, CA 92506

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

CONTRACTOR'S NAME: Ace Tutoring Services, Inc. CONTRACT No. 11112069

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

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Description of Services</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF December, 2011.

Capistrano Unified School District

Name of District

Ace Tutoring Services, Inc.

Contractor Name

By: _____

Signature: _____

Terry Fluent

Typed Name

Typed or Printed Name

Director, Purchasing

Title

Title

December 12, 2011

Board Approval Date

Taxpayer Identification Number

Initials/Date BH - 10/7/11

Exhibit A

ACE TUTORING SERVICES, INC.
3576 Arlington Ave., Suite 300, Riverside, CA 92506
Phone: (800) 688-1103

FEE SCHEDULE

Rate per student: \$50.00/Hr per student

**Services to Be Provided By Consultant
2011-12**

1. CONSULTANT shall use the EZSES software for the following list of activities: Manage student data, Record Assessments, Build Student Learning Plans and Submit them to CUSD, Schedule Tutoring, Record Attendance, Record Monthly Progress Notes, and Generate Invoices and Submit to CUSD.
2. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
3. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Ace It! Tutoring Powered by Sylvan hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Supplemental educational tutoring services for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 13, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Ace It! Tutoring Powered by Sylvan **CONTRACT No.** I1112070

3. Compensation: DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

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

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

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

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

7. Originality of Services: CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:

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

CONTRACTOR:

Ace It! Tutoring Powered by Sylvan
9430 Mira Mesa Blvd. Suite 5B
San Diego, CA 92126

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

CONTRACTOR'S NAME: Ace It! Tutoring Powered by Sylvan CONTRACT No. I1112070

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

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Description of Services</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF December, 2011.

Capistrano Unified School District
Name of District

Ace It! Tutoring Powered by Sylvan
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title
December 12, 2011
Board Approval Date

Title

Taxpayer Identification Number

Initials/Date BH 10/7/11

Exhibit A
FEE SCHEDULE

Contractor's Name: Ace it! Tutoring powered by Sylvan

Contact: Meghan Linney

Address: 9430 Mira Mesa Blvd. Suite 5B, San Diego, CA 92126

Phone Number: 949-349-1835

Fax Number: 949-349-1838

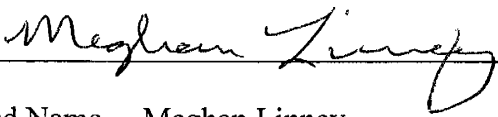
Email Address: sylvanlagunaniguel@knowledgeboost.org

Description of Services:

The "Ace it!" curriculum is a scientifically based, best practice approach that uses the strength of group instructional processes to improve the reading and mathematics skills of all students. Students are placed in small groups (not to exceed 8 students) based on the results of the initial assessment. Class interactions over text are at the core of Ace it! Tutoring reading curriculum, supported by a strong skills instruction program designed to meet the diverse needs of learners. Class discussion and dialogue over math computation and the reasoning behind the concepts is at the basis of math instruction.

Rate of Pay & Expenses:

Our rate is \$35 for each one hour session for assessment and instruction. Capistrano Unified School District will receive an invoice from Sylvan Learning Center of Laguna Niguel at the end of each month for each approved student stating the number of hours used. Signed attendance records will accompany each invoice.

Signature  Date 7/26/2011
Typed or Printed Name Meghan Linney

**Services to Be Provided By Consultant
2011-12**

1. CONSULTANT shall use the EZSES software for the following list of activities: Manage student data, Record Assessments, Build Student Learning Plans and Submit them to CUSD, Schedule Tutoring, Record Attendance, Record Monthly Progress Notes, and Generate Invoices and Submit to CUSD.
2. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
3. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.

CONTRACTOR'S NAME: Sylvan Learning Center of Laguna Niguel CONTRACT No. I1112078



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Sylvan Learning Center of Laguna Niguel hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Supplemental educational tutoring services for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 13, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Sylvan Learning Center of Laguna Niguel **CONTRACT No.** I1112078

3. Compensation: DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

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

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

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

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

7. Originality of Services: CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

CONTRACTOR'S NAME: Sylvan Learning Center of Laguna Niguel **CONTRACT No.** I1112078

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

CONTRACTOR'S NAME: Sylvan Learning Center of Laguna Niguel **CONTRACT No.** I1112078

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

CONTRACTOR'S NAME: Sylvan Learning Center of Laguna Niguel **CONTRACT No.** II112078

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:

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

CONTRACTOR:

Sylvan Learning Center of Laguna Niguel
27881 La Paz Rd., Suite E
Laguna Niguel, CA 92677

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

CONTRACTOR'S NAME: Sylvan Learning Center of Laguna Niguel CONTRACT No. II112078

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

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Description of Services</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF December, 2011.

Capistrano Unified School District
Name of District

Sylvan Learning Center of Laguna Niguel
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

December 12, 2011

Board Approval Date

Taxpayer Identification Number

Initials/Date BH 10/10/11

FEE SCHEDULE

Contractor's Name: Sylvan Learning Center of Laguna Niguel

Contact: Meghan Linney

Address: 27881 La Paz Rd. Suite E, Laguna Niguel, CA 92677

Phone Number: 949-349-1835

Fax Number: 949-349-1838

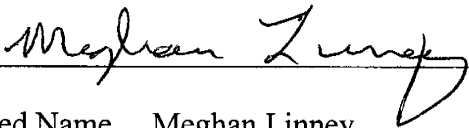
Email Address: sylvanlagunaniguel@knowledgeboost.org

Description of Services:

Sylvan Learning offers Reading and Mathematics programs designed to assist learners (pre-K through high school) address gaps in their reading and math skills. These programs are individualized based on our diagnostic assessment and offered in person at a Sylvan Learning Center. Based on well grounded theories of teaching and learning together with scientifically based research regarding language arts and mathematics and effective instructional practices, Sylvan's programs provide intervention that is systematic, intensive, and explicit. These programs are designed to address students' needs by engaging students in explicit instruction that addresses skill gaps, provides multiple opportunities for practice, and incorporates appropriate levels of programmatic, responsive, and meaningful scaffolding.

Rate of Pay & Expenses:

Our rate is \$47 for each one hour session for assessment and instruction. Capistrano Unified School District will receive an invoice from Sylvan Learning Center of Laguna Niguel at the end of each month for each approved student stating the number of hours used. Signed attendance records will accompany each invoice.

Signature  Date 9/26/2011

Typed or Printed Name Meghan Linney



**Services to Be Provided By Consultant
2011-12**

1. CONSULTANT shall use the EZSES software for the following list of activities: Manage student data, Record Assessments, Build Student Learning Plans and Submit them to CUSD, Schedule Tutoring, Record Attendance, Record Monthly Progress Notes, and Generate Invoices and Submit to CUSD.
2. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
3. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.

CONTRACTOR'S NAME: Club Z In-Home Tutoring Services, Inc. CONTRACT No. 11112073



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Club Z In-Home Tutoring Services, Inc. hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Supplemental education
tutoring services for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 13, 2011, and will diligently perform as required and complete performance by June 30, 2012.

EXHIBIT 37

1

CONTRACTOR'S NAME: Club Z In-Home Tutoring Services, Inc. **CONTRACT No.** I1112073

3. Compensation: DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

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

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

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

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

7. Originality of Services: CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

CONTRACTOR'S NAME: Club Z In-Home Tutoring Services, Inc. **CONTRACT No.** I1112073

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:

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

CONTRACTOR:

Club Z In-Home Tutoring Services, Inc.
15310 Amberly Dr., Suite 110
Tampa, FL 33647

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

CONTRACTOR'S NAME: Club Z In-Home Tutoring Services, Inc. CONTRACT No. 11112073

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

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Description of Services</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF December, 2011.

Capistrano Unified School District

Name of District

Club Z In-Home Tutoring Services, Inc.

Contractor Name

By: _____

Signature: _____

Terry Fluent

Typed Name

Typed or Printed Name

Director, Purchasing

Title

Title

December 12, 2011

Board Approval Date

Taxpayer Identification Number

Initials/Date BH 10/10/11

Exhibit A

FEE SCHEDULE

Club Z! In-Home Tutoring Services, Inc.

Cari Diaz

15310 Amberly Drive, Suite 110

Tampa, FL 33647

1-888-434-2582

1-813-549-0185

ses@clubztutoring.com

Club Z!, the nation's largest supplemental services provider, offers one-on-one, in-home and small group tutorial sessions instructed by certified teachers and degreed professionals. Club Z! provides tutoring in reading and/or mathematics to all students grades K-12 including special education students and English Language Learners.

Rate of Pay & Expenses

Club Z!'s state approved hourly rate is \$55 per hour per student. 80% of the \$55 fee per hour for tutorial instruction pays for program costs associated with tutor wages, training, recruitment, background checks, on-site personnel (where applicable), etc. The remaining 20% of the hourly fee is broken down between 10% toward curriculum and program related materials, and 10% toward administrative costs. Facility usage charges (where applicable) is determined on a per case basis dependent upon the rate each school charges for facility space.

Signature Deborah Ku Date 9/27/11

Typed or Printed Name Deborah Ku, Program Manager

**Services to Be Provided By Consultant
2011-12**

1. CONSULTANT shall use the EZSES software for the following list of activities: Manage student data, Record Assessments, Build Student Learning Plans and Submit them to CUSD, Schedule Tutoring, Record Attendance, Record Monthly Progress Notes, and Generate Invoices and Submit to CUSD.
2. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
3. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.

CONTRACTOR'S NAME: Aprende Tutoring

CONTRACT No. 11112067



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Aprende Tutoring hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Supplemental educational tutoring services for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 13, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Aprende Tutoring CONTRACT No. I1112067

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

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

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

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

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:

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

CONTRACTOR:

Aprende Tutoring
14425 Culver Drive
Irvine, CA 92604

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

CONTRACTOR'S NAME: Aprende Tutoring CONTRACT No. I1112067

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

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Description of Services</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF December, 2011.

Capistrano Unified School District
Name of District

Aprende Tutoring
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

December 12, 2011

Board Approval Date

Taxpayer Identification Number

Initials/Date BH - 10/6/11

Exhibit A



September 27, 2011

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

Dear Donna Antifae,

¡Aprende! Tutoring is a CDE-approved provider of Supplemental Educational Services seeking to contract with Capistrano USD for the 2011-2012 school year. ¡Aprende! will participate in provider fairs to inform parents of our services. If selected by Capistrano families, we will provide the following services at the following rates:

Private Tutoring (1 student : 1 tutor): \$70/hr
Small Group Tutoring (2-5 students : 1 tutor): \$40/hr

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

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

With Regards,

A handwritten signature in black ink, appearing to read "Rebekah Rustad-Phung", written over a horizontal line.

Rebekah Rustad-Phung
Administrator of SES Programs

¡Aprende! Tutoring
c/o Oxford Tutoring
14425 Culver Dr.
Irvine, CA 92604

**Services to Be Provided By Consultant
2011-12**

1. CONSULTANT shall use the EZSES software for the following list of activities: Manage student data, Record Assessments, Build Student Learning Plans and Submit them to CUSD, Schedule Tutoring, Record Attendance, Record Monthly Progress Notes, and Generate Invoices and Submit to CUSD.
2. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
3. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Kasey A. Klappenback hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Visual tools strategy training
for District teachers on how to enhance language acquisition, academic language, comprehension
and writing.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT
on December 13, 2011, and will diligently perform as required and complete performance by
June 30, 2012.

CONTRACTOR'S NAME: Kasey A. Klappenback CONTRACT No. I1112099

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

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

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

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

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

CONTRACTOR'S NAME: Kasey A. Klappenback

CONTRACT No. I1112099

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:	CONTRACTOR:
<u>Terry Fluent, Director, Purchasing</u>	<u>Kasey A. Klappenback</u>
<u>Capistrano Unified School District</u>	<u>25 Pacifica #6402</u>
<u>33122 Valle Road</u>	<u>Irvine, CA 92618</u>
<u>San Juan Capistrano, CA 92675</u>	<u></u>

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

CONTRACTOR'S NAME: Kasey A. Klappenback CONTRACT No. I1112099

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

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>None</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF December, 2011.

Capistrano Unified School District
Name of District

Kasey A. Klappenback
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Kasey A. Klappenback
Typed or Printed Name

Director, Purchasing
Title

Title

December 12, 2011

Board Approval Date

Initials/Date BH 11/21/11

Taxpayer Identification Number

FEE SCHEDULE

Kasey A. Klappenback, Consultant for KTK Educational Consulting

Contact: Kasey A. Klappenback

Address: 25 Pacifica Unit #6402, Irvine, CA 92618

Phone: C. 714 501-7196 WK. 714 445-5102

Fax No. 949 583-7904

Email: tazmaniskc@earthlink.net

Description of Services: Consultant and Curriculum Writer focusing on language acquisition and academic language, comprehension and writing, using visual tools.

Rate of Pay & Expenses All presentations included: training, application, and materials made specifically for your district needs. Expenses for the trainer's planning are included in the payment:

Full Day (6 hrs.) \$1200.00

1/2 Day (3 hrs.) \$600.00

Signature:  **Date 11/11/11**

Kasey A. Klappenback



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Xamaze in Home Tutoring hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Supplemental educational
tutoring services for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 13, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Xamaze in Home Tutoring CONTRACT No. I1112082

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

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

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

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

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:

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

CONTRACTOR:

Xamaze in Home Tutoring
448 E. Foothill Blvd., Suite 204
San Dimas, CA 91773

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

CONTRACTOR'S NAME: Xamaze in Home Tutoring CONTRACT No. I1112082

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

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Description of Services</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF December, 2011.

Capistrano Unified School District
Name of District

Xamaze in Home Tutoring
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

December 12, 2011

Board Approval Date

Taxpayer Identification Number

Initials/Date BH 10/11/11

Exhibit A

Fee Schedule

Xamaze in Home Tutoring
Steve Samaniego
448 E. Foothill Blvd Suite 204
San Dimas, CA 91773
Phone No.:(909)394-0823
Fax No.:(909)693-5452
ssamaniego@xamaze.com

Description of Services:

We provide tutoring to students K-12 in English Language Arts, Reading and Math in-person in a 1 to 1 setting with bilingual, credentialed, college students and graduates. Tutoring is provided in the student's home, school, or a public library (Parents choose). We specialize in English language learners and students with special needs.

Rate of Pay and Expenses:

\$55 per-student per-hour

Signature _____

Date _____

9-22-11

Typed or Printed Name _____

Steve Samaniego

**Services to Be Provided By Consultant
2011-12**

1. CONSULTANT shall use the EZSES software for the following list of activities: Manage student data, Record Assessments, Build Student Learning Plans and Submit them to CUSD, Schedule Tutoring, Record Attendance, Record Monthly Progress Notes, and Generate Invoices and Submit to CUSD.
2. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
3. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and UROK Learning Institute hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Supplemental educational tutoring services for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 13, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: UROK Learning Institute CONTRACT No. I1112079

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

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

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

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

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:

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

CONTRACTOR:

UROK Learning Institute
2677 Zoe Ave., Suite 217
Huntington Park, CA 90255

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

CONTRACTOR'S NAME: UROK Learning Institute CONTRACT No. I1112079

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

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Description of Services</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF December, 2011.

Capistrano Unified School District

Name of District

UROK Learning Institute

Contractor Name

By: _____

Signature: _____

Terry Fluent

Typed Name

Typed or Printed Name

Director, Purchasing

Title

Title

December 12, 2011

Board Approval Date

Taxpayer Identification Number

Initials/Date BH 10/11/11



2677 Zoe Ave Suite #217 Huntington Park, CA 90255
Phone: 323-588-8383, Fax: 323-588-8838

FEE SCHEDULE

Advanced Reading Solutions LLC dba UROK Learning Institute

Dean White

4283 El Cajon Blvd., Suite #200

San Diego, CA 92105

Phone No.: (323) 588-8383

Fax No.: (323) 588-8838

E-mail: dean@uroklearning.com

Description of Services:

English Description:

UROK Learning Institute offers English Language Arts and Math tutoring, grades K through 12. UROK's Reading Intervention Programs, *Literacy Links and Rewards*, introduce sounds of common letter combinations and teach students how to dissect multi-syllabic words. The focus is on word decoding, vocabulary building, increasing fluency and comprehension. *Rewards Plus* (Social Studies/Science) includes a writing component and focuses on increasing comprehension of secondary-level, content-area passages. UROK's *Accelerated Math* program is tailored to your child's current level and targets their areas of weakness. UROK Learning Institute offers an array of programs that can be tailored to fit the needs of students with disabilities (IEP and 504 Plan) and English Learners (EL). On average, our students increase 1 to 2 grade levels. Each tutoring session is 2 hours, 2-5 days a week. Spanish-speaking tutors are available for students that need support in their primary language.

Spanish Description:

UROK Learning Institute ofrece tutoría en Lectura y Comprensión y también Matemáticas, a todos los grados del kínder al 12. Los programas principales de UROK, *Literacy Links* y *Rewards*, introducen los sonidos de las combinaciones de letras y enseña a comprender palabras de multi-silabas. Se enfoca en descifrar palabras, aumentar vocabulario, fluidez en la lectura y la comprensión. *Rewards Plus* (ciencias/historia) incluye un componente de la escritura y se enfoca en la comprensión a un nivel más avanzado, la lectura es basada en las áreas de contenido. El programa de Matemáticas, *Accelerated Math*, se adapta al nivel actual de su hijo y los objetivos de sus áreas de debilidad. UROK Learning Institute ofrece una variedad de programas que se pueden adaptar a cada estudiante con necesidades especiales (IEP ó 504 Plan) y aprendizaje de Inglés (EL). Por lo general estudiantes que completan nuestros programas suben un promedio de 1 a 2 grados. Cada sesión de tutoría dura 2 horas, 2 a 5 días por la semana. Tutores bilingües están disponibles para los estudiantes que necesitan apoyo en su primer idioma.

Hourly Rate: \$ 45.00 per hour

Tutor/Student Ratio: 1:1 up to 1:3 (small group), per parent request

Note: Parents will choose whether they want individualized services or small group services.

Signature: Dean White Date: 9/19/11

Typed or Printed Name: Dean White

**Services to Be Provided By Consultant
2011-12**

1. CONSULTANT shall use the EZSES software for the following list of activities: Manage student data, Record Assessments, Build Student Learning Plans and Submit them to CUSD, Schedule Tutoring, Record Attendance, Record Monthly Progress Notes, and Generate Invoices and Submit to CUSD.
2. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
3. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.

CONTRACTOR'S NAME: Teach N Tutor, Inc.

CONTRACT No. 11112076



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Teach N Tutor, Inc. hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Supplemental educational tutoring services for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 13, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Teach N Tutor, Inc. CONTRACT No. I1112076

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

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

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

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

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:

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

CONTRACTOR:

Teach N Tutor, Inc.
8047 Mission Gorge Rd. Suite H
Santee, CA 92071

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

CONTRACTOR'S NAME: Teach N Tutor, Inc. CONTRACT No. 11112076

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

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Description of Services</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF December, 2011.

Capistrano Unified School District

Name of District

Teach N Tutor, Inc.

Contractor Name

By: _____

Signature: _____

Terry Fluent

Typed Name

Typed or Printed Name

Director, Purchasing

Title

Title

December 12, 2011

Board Approval Date

Taxpayer Identification Number

Initials/Date BH 10/10/11



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

Fee Schedule

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

One-on-One Tutoring

9/24/2011 - 5/31/2012

Rate: \$50.00 per hour / per student

Services are invoiced within one month after being provided.

Provider Signature: Mike Getch
Provider Name: Mike Getch
Date: September 23, 2011

**Services to Be Provided By Consultant
2011-12**

1. CONSULTANT shall use the EZSES software for the following list of activities: Manage student data, Record Assessments, Build Student Learning Plans and Submit them to CUSD, Schedule Tutoring, Record Attendance, Record Monthly Progress Notes, and Generate Invoices and Submit to CUSD.
2. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
3. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Spectrum Solutions LLC hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Supplemental educational tutoring services for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 13, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Spectrum Solutions LLC CONTRACT No. I1112080

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

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

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

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

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:	CONTRACTOR:
<u>Terry Fluent, Director, Purchasing</u>	<u>Spectrum Solutions LLC</u>
<u>Capistrano Unified School District</u>	<u>1001 Avenida Pico, Suite C-158</u>
<u>33122 Valle Road</u>	<u>San Clemente, CA 92673</u>
<u>San Juan Capistrano, CA 92675</u>	

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

CONTRACTOR'S NAME: Spectrum Solutions LLC CONTRACT No. I1112080

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

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Description of Services</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF December, 2011.

Capistrano Unified School District
Name of District

Spectrum Solutions LLC
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

December 12, 2011

Board Approval Date

Initials/Date BH 10/11/11

Taxpayer Identification Number

FEE SCHEDULE

Spectrum Solutions

Name of Contact: Vinita Chand, SES Coordinator

Address: 1001 Avenida Pico, Suite C-158, San Clemente, CA 92673

Phone No. (888) 670 4120, (949) 274 0047

Fax No.: (213) 350-6996

Email Address SES@spectsolns.com

Description of Services:

SES Tutoring services to the students of Capistrano Unified School District

Rate of Pay & Expenses

\$62.50 per hour

It is very important to include either an hourly or daily rate of pay.

This is necessary to determine partial payment in the event services cannot be completed.

Signature Vinita Chand Date September 18, 2011

Typed or Printed Name Spectrum Solutions, Vinita Chand, SES Coordinator

**Services to Be Provided By Consultant
2011-12**

1. CONSULTANT shall use the EZSES software for the following list of activities: Manage student data, Record Assessments, Build Student Learning Plans and Submit them to CUSD, Schedule Tutoring, Record Attendance, Record Monthly Progress Notes, and Generate Invoices and Submit to CUSD.
2. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
3. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.

CONTRACTOR'S NAME: Smart Kids Tutoring & Learning Center Inc. CONTRACT No. 1112081



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Smart Kids Tutoring & Learning Center Inc. hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Supplemental educational tutoring service for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 13, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Smart Kids Tutoring & Learning Center Inc. **CONTRACT No.** I1112081

3. Compensation: DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

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

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

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

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

7. Originality of Services: CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

CONTRACTOR'S NAME: Smart Kids Tutoring & Learning Center Inc. **CONTRACT No.** 11112081

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

CONTRACTOR'S NAME: Smart Kids Tutoring & Learning Center Inc. CONTRACT No. 11112081

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

CONTRACTOR'S NAME: Smart Kids Tutoring & Learning Center Inc. **CONTRACT No.** 11112081

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

CONTRACTOR'S NAME: Smart Kids Tutoring & Learning Center Inc. **CONTRACT No.** I1112081

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:

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

CONTRACTOR:

Smart Kids Tutoring & Learning Center Inc.
P. O. Box 640
Artesia, CA 90702

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

CONTRACTOR'S NAME: Smart Kids Tutoring & Learning Center Inc. CONTRACT No. I1112081

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

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Description of Services</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF December, 2011.

Capistrano Unified School District
Name of District

Smart Kids Tutoring & Learning Center Inc.
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title
December 12, 2011
Board Approval Date

Title

Taxpayer Identification Number

Initials/Date BH 10/11/11

Exhibit A

**Smart Kids Tutoring & Learning Center, Inc.
Supplemental Educational Services
2011-2012 Provider Program Company Info**

Provider/Agency Name	Smart Kids Tutoring & Learning Center, Inc.
Name of Contact Person	Paul Mak
Phone Number(s)	1-866-672-1117 (toll free parent contact) 213-820-9304 (District contact)
Address	P.O. Box 640 Artesia, CA 90702
Website	www.smartkidstutor.com
E-mail Address	contact@smartkidstutor.com
Brief Description of Program	<i>Smart Kids Tutoring & Learning Center, Inc.</i> has successfully helped thousands of students every year through our school curriculum-based program since the beginning of the "No Child Left Behind" Act. Our qualified tutors can tutor students from grades K-12 in English/Language Arts, and Mathematics on a one-on-one basis. We provide tutoring in students' homes or local public library with flexible schedules during weekdays and weekends.
Demonstrated Effectiveness of Program	Strong recommendations from parents, teachers, students and counselors are our best guarantee. About 70%-80% of our students who have consistent attendance have shown 1-20% improvement against their pretest score. We issue progress report for every 15 hours of tutoring, detailing students' progress against the learning objectives. Final progress report include posttest scores vs. pretest scores.
Subject Area	Math, and Reading/Language Arts
Grade Level of Students to be Serviced	K-12
Type of Service (small group, 1-on-1, online, computer-based, etc.)	One-on-one
Location of Services	Student's home or local public library
Hour of Availability (after school, before school, weekends, evenings, etc.)	Parents can arrange tutoring schedule that is most convenient for them for 1-3 sessions per week, 1-2 hours per session. Tutors are available 7 days a week: afterschool evenings on weekdays and flexible hours on weekends.
Student/Teacher Ratio	__ 1 __ (Students) to __ 1 __ (Teacher)
Hourly Rate/Total hours	\$ 94 ⁵⁰ / hr. rate Total hours 13 hrs.
Qualifications of Tutoring Staff	Almost 100% of our tutors have or are pursuing a college degree. Many of our staff have or are pursuing a master degree or teaching credentials. Many tutors have work experience in school districts or in the educational field.
Special services available for English Learners	We have Spanish/English tutors and support staff to help English learner students and their families.
Special services available for Special Needs students	We incorporate the Individual Education Plan of Special Needs students into the learning objectives of the SES program.

**Services to Be Provided By Consultant
2011-12**

1. CONSULTANT shall use the EZSES software for the following list of activities: Manage student data, Record Assessments, Build Student Learning Plans and Submit them to CUSD, Schedule Tutoring, Record Attendance, Record Monthly Progress Notes, and Generate Invoices and Submit to CUSD.
2. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
3. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.

CONTRACTOR'S NAME: Professional Tutors of America, Inc. CONTRACT No. 11112064



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Professional Tutors of America, Inc. hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Supplemental educational tutoring services for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 13, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Professional Tutors of America, Inc. **CONTRACT No.** 11112064

3. Compensation: DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

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

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

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

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

7. Originality of Services: CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

CONTRACTOR'S NAME: Professional Tutors of America, Inc. **CONTRACT No.** I1112064

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

CONTRACTOR'S NAME: Professional Tutors of America, Inc. CONTRACT No. 11112064

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

CONTRACTOR'S NAME: Professional Tutors of America, Inc. **CONTRACT No.** I1112064

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

CONTRACTOR'S NAME: Professional Tutors of America, Inc. **CONTRACT No.** II112064

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:

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

CONTRACTOR:

Professional Tutors of America, Inc.
3350 E. Birch St. #108
Brea, CA 92821

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

CONTRACTOR'S NAME: Professional Tutors of America, Inc. CONTRACT No. I1112064

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

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Description of Services</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF December, 2011.

Capistrano Unified School District
Name of District

Professional Tutors of America, Inc.
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

December 12, 2011

Board Approval Date

Initials/Date BH - 10/5/11

Taxpayer Identification Number



SES Program Information 2011-2012

Provider: **Professional Tutors of America, Inc.**
Address: **3350 E. Birch Street, Suite 108, Brea, CA 92821**
Contact Person: **Robert Harraka**
Phone: **(800) 832-2487**
Fax: **(714) 671-1887**
E-mail: **Robert@professionaltutors.com**

1. Give a brief description (a paragraph) that can be sent to parents regarding the types of services your company can provide to students.

We provide individualized tutoring instruction (always One-to-One) in math, reading, English language arts or science. We serve students in all grade levels (from K-12th grade). Tutoring is done at the student's home or at a local library, whichever the parent prefers. We test each student to determine his/her strengths and weaknesses, and then develop a learning plan and objectives. The tutoring lessons focus on these objectives, providing maximum results. We have Spanish-speaking tutors and staff available. We have been providing one-to-one tutoring for 28 years, and one-to-one tutoring is proven to be the most effective method of learning. Our teachers are all college graduates, and most of them have had teaching experience in either public or private schools. We have a strong, proven record with over 220 school districts, improving academic skills, motivating students, and building self-confidence.

Proporcionamos la instrucción individualizada (Siempre Enseñamos Uno-a-Uno) en matemáticas, lectura, artes de lengua, o ciencia. Servimos a estudiantes en todos los niveles de grado (de grado de K-12th). El curso particular se hace en el hogar del estudiante o en una biblioteca local, dependiendo de la preferencia del padre. Probamos a cada estudiante para determinar sus fuerzas y debilidades, y después desarrollamos un plan de aprendizaje y objetivos. Las lecciones del curso particular se centran en estos objetivos, proporcionando resultados máximos. Tenemos profesores particulares y personales disponibles que hablan español. Hemos estado proporcionando el curso particular por 28 años, que ha demostrado ser el método más efecto de aprendizaje. Nuestros profesores son graduados de la universidad, y la mayor parte han tenido experiencia de enseñanza en escuelas privadas o públicas. Tenemos un expediente fuerte, probado con 220 distritos escolares, mejorando las habilidades académicas, motivando estudiantes, y construyendo confianza en sí mismo.

2. Cost(s) associated with your program (hourly rate): **\$68.00 per hour for One-to-One tutoring**
3. Location of services: **Student's home, or the local library—parent's choice.**

**Capistrano Unified School District
Supplemental Educational Services
Required Clearances Statement**

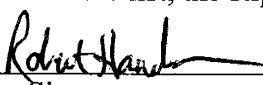
I, Robert Harraka, am (an authorized representative of/doing business as) Professional Tutors of America, Inc., do hereby certify under penalty of perjury, that, pursuant to California Education Code Section 44237, that the required criminal background check(s) of all persons who will be providing services to the **Capistrano Unified School District** has been conducted and that none of those persons listed below have been reported by the California Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Section 667.5(c) and/or 1192.7(c), unless they meet the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j).

Further, I hereby certify that the persons listed below have submitted current tuberculosis testing and have read and agree to abide by Capistrano Unified School District Board Policy 4112.41/4212.41 and Education Code 44839.

I also certify that the persons listed below agree to adhere to the child and dependent adult abuse reporting obligations and procedures as specified in the California Penal Code section 11166, and to the requirements for reporting missing children as specified in the California Education Code section 49370.

Finally, I certify that the persons listed below agree to the provision that SES individual sessions (1-to-1) will only be conducted if an adult (18 years or older) known to the family is present at the SES location the entire time that the CONTRACTOR, its employees and/or volunteers and substitutes are with the student.

I agree to keep this list current and to submit an addendum if/when changes occur and/or additional personnel are employed. I understand that if, at any time, I use a substitute for any employee on the list, the stipulations hold true for them as well.


Provider Signature
(Owner/Authorized Representative)

Professional Tutors of America
Provider Name (print)

9-15-11
Date

EMPLOYEES	CDOJ CLEARANCE DATE	TB CLEARANCE DATE
Albert Quintanilla	9/24/2007	8/24/2011
Alma Diaz	3/3/2011	2/25/2011
Andrew Salway	2/18/2011	1/7/2008
Arlene Moran	8/1/2007	7/7/2011
Blanca Estela Perry	2/3/2010	10/9/2009
Carmen Ursula Rubina	2/21/2011	10/27/2008
Carol deBoisblanc	8/1/2007	7/28/2010
Christopher Alivio	3/3/2008	2/7/2011
Christopher Smith	3/11/2010	3/2/2010
Cindy Stephan	1/14/2011	1/5/2011
Cynthia Spero	10/31/2007	8/3/2009
Daniel Torres	2/22/2011	2/21/2011
Diana Castillo	2/23/2011	2/19/2011

Dwight Moore	8/1/2007	7/19/2009
E. Marin Smith	2/18/2011	12/20/2008
George Garcia	12/18/2007	8/27/2009
Helen Harris	11/27/2007	7/27/2010
Joseph Gaerttner	8/1/2007	8/19/2011
Karey Jaeger	12/13/2010	10/1/2008
Misty Arteaga	2/22/2011	10/1/2008
Nooshafarin Ravaghi	9/17/2007	6/8/2009
Paula Spiniello	2/22/2011	3/10/2010
Rebecca Cortez	2/15/2011	2/12/2011
Rudy Champa	10/26/2007	9/13/2011
Susan Bateson	10/1/2008	7/15/2011
Teresa Dougherty	8/27/2009	8/17/2009
Terri Hadley	1/22/2008	7/16/2010

**Services to Be Provided By Consultant
2011-12**

1. CONSULTANT shall use the EZSES software for the following list of activities: Manage student data, Record Assessments, Build Student Learning Plans and Submit them to CUSD, Schedule Tutoring, Record Attendance, Record Monthly Progress Notes, and Generate Invoices and Submit to CUSD.
2. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
3. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.

CONTRACTOR'S NAME: Oxford Tutoring, Inc

CONTRACT No. I1112075



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Oxford Tutoring, Inc. hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Supplemental educational tutoring services for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 13, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Oxford Tutoring, Inc CONTRACT No. I1112075

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

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

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

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

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

CONTRACTOR'S NAME: Oxford Tutoring, Inc **CONTRACT No.** 11112075

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

CONTRACTOR'S NAME: Oxford Tutoring, Inc CONTRACT No. 11112075

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:

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

CONTRACTOR:

Oxford Tutoring, Inc
14425 Culver Drive
Irvine, CA 92604

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

CONTRACTOR'S NAME: Oxford Tutoring, Inc CONTRACT No. I1112075

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

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Description of Services</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF December, 2011.

Capistrano Unified School District

Name of District

Oxford Tutoring, Inc.

Contractor Name

By: _____

Signature: _____

Terry Fluent

Typed Name

Typed or Printed Name

Director, Purchasing

Title

Title

December 12, 2011

Board Approval Date

Taxpayer Identification Number

Initials/Date BH 10/19/11

Exhibit A



14425 Culver Drive • Irvine, CA 92604

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

September 27, 2011

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

Dear Donna Antifae,

Oxford Tutoring is a CDE-approved provider of Supplemental Educational Services seeking to contract with Capistrano USD for the 2011-2012 school year. Oxford will participate in provider fairs to inform parents of our services. If selected by Capistrano families, we will provide the following services at the following rates:

Private Tutoring (1 student : 1 tutor): \$60/hr
Small Group Tutoring (2-5 students : 1 tutor): \$30/hr

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

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

With Regards,

Rebekah Rustad-Phung
Administrator of SES Programs

Oxford Tutoring
14425 Culver Dr.
Irvine, CA 92604

**Services to Be Provided By Consultant
2011-12**

1. CONSULTANT shall use the EZSES software for the following list of activities: Manage student data, Record Assessments, Build Student Learning Plans and Submit them to CUSD, Schedule Tutoring, Record Attendance, Record Monthly Progress Notes, and Generate Invoices and Submit to CUSD.
2. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
3. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.

CONTRACTOR'S NAME: Mary Bestgen

CONTRACT No. 11112097



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Mary Bestgen hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Classroom music instruction.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 13, 2011, and will diligently perform as required and complete performance by June 20, 2012.

CONTRACTOR'S NAME: Mary Bestgen CONTRACT No. I1112097

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

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

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

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

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:

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

CONTRACTOR:

Mary Bestgen
33775 Diana Drive
Dana Point, CA 92629

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

CONTRACTOR'S NAME: Mary Bestgen CONTRACT No. 11112097

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

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>None</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF December, 2011.

Capistrano Unified School District
Name of District

Mary Bestgen
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Mary Bestgen
Typed or Printed Name

Director, Purchasing
Title

Title

December 12, 2011

Board Approval Date

Initials/Date BH 11/17/11

Taxpayer Identification Number

Exhibit A

FEE SCHEDULE

Mary Bestgen
33775 Diana Drive
Dana Point, CA 92629
949.573.8798

marybest1@cox.net

MIND Music Keyboard Consultant
Grades 2 and 3

Rate of Pay - \$40.00/hour

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

Dates - Effective December 12, 2011 – June 20, 2012

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

Mary Bestgen 11/14/11
Mary Bestgen Date



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Friendly Community Outreach Center hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Supplemental educational tutoring services for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 13, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Friendly Community Outreach Center **CONTRACT No.** II112074

3. Compensation: DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

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

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

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

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

7. Originality of Services: CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

CONTRACTOR'S NAME: Friendly Community Outreach Center **CONTRACT No.** I1112074

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:

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

CONTRACTOR:

Friendly Community Outreach Center
1836 Dixie St.
Oceanside, CA 92054

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

CONTRACTOR'S NAME: Friendly Community Outreach Center CONTRACT No. I1112074

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

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Description of Services</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF December, 2011.

Capistrano Unified School District

Name of District

Friendly Community Outreach Center

Contractor Name

By: _____

Signature: _____

Terry Fluent

Typed Name

Typed or Printed Name

Director, Purchasing

Title

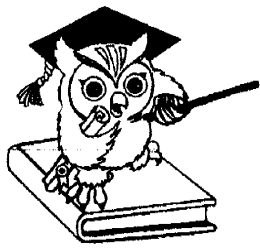
Title

December 12, 2011

Board Approval Date

Taxpayer Identification Number

Initials/Date BH



FRIENDLY COMMUNITY OUTREACH CENTER

Educational Service Department
1836 Dixie St. Oceanside CA, 92054

Educating Tomorrows Leaders One Child at a Time!

CEO

Dr. T.E. Hammonds

Board of Directors

*Morris Woods
Carman Noble
Preston Butler
Mark Haynesworth
Ariell Willingham*

Executive Director

Lisa Rantz

Office Manager

Yesenia Roblero

Office: 877-754-1309
Fax: 760-754-8389

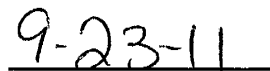
*director@friendlycoc.org
www.friendlycoc.org*

Fee Schedule for Capistrano Unified School District

Tutoring	Hourly Fee
1-1 and Small Group	\$60.00



Lisa Rantz, Executive Director



Date

**Services to Be Provided By Consultant
2011-12**

1. CONSULTANT shall use the EZSES software for the following list of activities: Manage student data, Record Assessments, Build Student Learning Plans and Submit them to CUSD, Schedule Tutoring, Record Attendance, Record Monthly Progress Notes, and Generate Invoices and Submit to CUSD.
2. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
3. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.

EXTENSION OF AGREEMENT NO. I1011112

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

TWINING, INC.

Independent Contractor Agreement No. C01011112 called for an original 12-month contract covering the period of January 12, 2011, through January 11, 2012.

The contract with Twining, Inc., shall be extended an additional twelve (12) months for the period January 12, 2012, through January 11, 2013, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on January 11, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Twining, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9200/FAX: 248-9563 www.capousd.org

BOARD OF TRUSTEES
JACK R. BRICK
PRESIDENT

GARY PRITCHARD, PH D
VICE PRESIDENT

JOHN M. ALPAY
CLERK

ELLEN M. ADDONIZIO

ANNA BRYSON

LYNN HATTON

SUE PALAZZO

SUPERINTENDENT
JOSEPH M. FARLEY, ED D

November 14, 2011

Edward M. Twining, Jr.
Twining, Inc.
2883 East Spring Street, Suite 300
Long Beach, CA 90806

Subject: RFQ 5-1011 – Special Inspections & Materials Testing Services

Dear Mr. Twining:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on January 11, 2012.

Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to reduce your fees for services by 10% for the renewal period January 12, 2012 through January 11, 2013. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Thursday, November 17, 2011.**

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Terry Fluent
Director, Purchasing

enc.

Gutierrez, Angelica P.

From: Gutierrez, Angelica P.
Sent: Tuesday, November 15, 2011 8:52 AM
To: 'Edward Twining Jr'
Cc: Rob Ryan; Fluent, Terry
Subject: RE: RFQ 5-1011 Special Inspections & Materials Testing Services

Thank you for your response. We'll be taking this for Board action on December 12th.

Angelica P. Gutierrez

Buyer, Purchasing
Phone: 949.234.9438
Fax: 949.493.4083

From: Edward Twining Jr [mailto:BTwining@twininginc.com]
Sent: Monday, November 14, 2011 3:36 PM
To: Gutierrez, Angelica P.
Cc: Rob Ryan
Subject: RFQ 5-1011 Special Inspections & Materials Testing Services

Ms. Gutierrez,

We received your letter dated November 14, 2011 (via facsimile), which in essence, has requested that Twining, Inc. reduce their fees by 10%. All projects at CUSD are subject to the Prevailing Wage as specified by the DIR, California Department of Labor. The Prevailing Wage has increased by over \$3.00/hour in the past 14 months. With massive increases in State Income taxes and at least the expiration of the "Bush Tax Cuts" on the immediate horizon, not to mention the "Super Committee" recommendations that may include more massive tax increases, it would be impossible for Twining, Inc., to even consider a rate reduction, however, we'd consider a wage freeze for 2012., still a painful pill to swallow.

Please let me know if should provide a formal response to the request or if we just need to accept the fact that Capistrano will no longer need our services. We appreciate the many years our firm has had the opportunity to work with CUSD and wish you only the best in the future,

Ed

Best Regards,
Edward M. Twining, Jr.
Chairman of the Board
Twining, Inc.
2883 E. Spring Street, Suite 300
Long Beach, California 90806
(562) 426-3355 ph
(562) 426-6424 fax
(562) 544-8270 cell

www.twininginc.com

CONTRACTOR'S NAME: Twining, Inc.

CONTRACT No. 11011112



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Twining, Inc. hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Special Inspections & Materials Testing per scope and fee schedule, RFQ No. 5-1011

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on January 12, 2011, and will diligently perform as required and complete performance by January 11, 2012.

CONTRACTOR'S NAME: Twining, Inc.

CONTRACT No. 11011112

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed n/a Dollars (\$ n/a).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: Hourly rate per fee schedule, RFQ 5-1011 for Special Inspection & Materials Testing. PO to be issued for service.

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: n/a

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

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: n/a

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

CONTRACTOR'S NAME: Twining, Inc

CONTRACT No. 11011112

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

3

CONTRACTOR'S NAME: Twining, Inc.

CONTRACT No. 11011112

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

CONTRACTOR'S NAME: Twining, Inc.

CONTRACT No. 11011112

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

CONTRACTOR'S NAME: Twining, Inc.

CONTRACT No. 11011112

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:

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

CONTRACTOR:

Twining, Inc.
Edward M. Twining, Jr.
2883 East Spring Street, Suite 300
Long Beach, CA 90806

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

CONTRACTOR'S NAME: Twining, Inc.

CONTRACT No. 11011112

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

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.


23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>RFQ No. 5-1011 Proposal as submitted on October 21, 2010</u>
b. Exhibit	B	<u>Schedule of Fees</u>
c. Exhibit	C	<u>Special Conditions</u>

THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF January, 2011.

Capistrano Unified School District

Name of District

By: 

Terry Fluent

Typed Name

Director, Purchasing

Title

January 11, 2011

Board Approval Date

Twining, Inc.

Contractor Name

Signature: 

E.H. TWINING JR.

Typed or Printed Name

O. E. O.

Title

95-2040034

Taxpayer Identification Number



Schedule of Fees 2009 - 2010
 NOTE: Rates will be adjusted annually each July 1st to reflect increased costs
Personnel Rates
 (Per Hour Unless Otherwise Noted)

Engineering and Consulting		
77000	Registered Geotechnical Engineer	\$ 155.00
77003	Registered Geologist/Certified Engineering Geologist	\$ 140.00
60003	Roofing/Waterproofing Consultant	\$ 100.00
10013	Project Engineer/Manager	\$ 125.00
Field Inspection		
10001-10207	Reinforced Concrete, Masonry, Embedded Anchors, Prestressed Concrete, Filigreeing, or Structural Steel Welding/Bolting Inspector	\$ 75.00
75005	Asphalt Placement Technician	\$ 75.00
75007	Asphalt Plant Inspector	\$ 75.00
75006	Asphalt Plant Technician	\$ 75.00
70103	Senior Soils Technician or File Driving Inspector	\$ 75.00
70101	Soils Technician	\$ 75.00
10203	AWS Certified Welding Inspector	\$ 80.00
10107	Concrete Quality Control (ACI/CATRA) Technician	\$ 75.00
80001	Roofing/Waterproofing Inspector	\$ 75.00
90003	Field Engineering Technician	\$ 75.00
Shop Inspection		
10301	Structural Steel Fabrication Inspector (IOWA/CPO)	\$ 75.00
10303	Structural Steel Fabrication Inspector (AWS)	\$ 75.00
10305	Batch Plant Quality Control Technician/Inspector	\$ 75.00
10325	Glue-Laminated Fabrication Inspector	\$ 75.00
Non-Destructive Testing		
10401-10406	NDE Technician	\$ 75.00
10305-10307	Combination NDE Technician/Welding Inspector	\$ 75.00
Equipment Users (All equipment users is waived)		

General Conditions

NOTE: Field inspection work conditions are established by contract with Operating Engineers, Local 12

Minimum Charges (Inspection and Technician Personnel Only)

2-Hour Minimum	Inspector arrives at job site, no work to perform
4-Hour Minimum	1 to 4 hours of inspection completed before 12:00 p.m. or commencing after 12:00 p.m.
6-Hour Minimum	Over 6 hours of inspection and less than 8 hours
8-Hour Minimum	Over 8 hours of inspection or any inspection beginning before and extending past 12:00 p.m.

Regular Time

The first 8 hours worked Monday through Friday between 5:00 a.m. and 5:00 p.m.

Time and One-Half (All Types of Inspection)

Any increment past 8 hours through 12 hours worked Monday through Friday and the first 12 hours on Saturday. Time and one-half will also be charged for any time before 5:00 a.m. and after 5:00 p.m.

Double Time (All Types of Inspection)

After the first 12 hours worked Monday through Saturday, on day Sunday, holidays, and the first Saturday following the first Friday in June and December. Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

Meal Period

When personnel are required by the duties to work more than five consecutive hours without a one-hour uninterrupted meal period one-half hour at job site time rate will be charged in addition to any applicable overtime for qualified persons worked.

Second Shift (Surge)

8 hours charged for the first 7 1/2 hours worked, time in excess of 7 1/2 hours charged at overtime rate. (Employee must work a full shift and go past the 5:00 p.m. mark in the day).

Third Shift (Graveyard)

8 hours charged for first 7 hours worked, time in excess of 7 hours charged at overtime rate. (Employee must work a full shift and go past the 12:00 a.m. mark in the day).

Remote Jobs

For projects in excess of 100 miles from Twining International, travel time will be charged at the relevant straight time rate.



Laboratory Testing Hours

Please note that laboratory testing will be billed on an hourly basis for non-standard tests. If testing is required to be performed on Saturdays, Sundays, holidays or before 5:30 a.m. or after 4:00 p.m. on weekdays, an additional hourly charge with a minimum of one hour will be applied for the laboratory technician.

Certified Payroll

Certified payroll will be provided upon request at an additional charge of \$100.00/month.

Final Reports

If a final report or affidavit is required, we must first review all inspection and testing reports and clear up any unresolved issues on these reports. These issues will typically require approval by the engineer or architect of record. This process can take several weeks or just a few days, depending on the number and complexity of the issues. The direct cost for a final report will be \$500.00, invoiced near the beginning of the project for DSA projects.

Terms of Payment

Fees charged are for professional and technical services and are due upon presentation. If not paid within 30 days from date of invoice, they are considered past due and a finance charge of 1 1/2% per month will be added to the unpaid balance (APR 16%).

All missed errors or necessary corrections shall be brought to the attention of Twining Laboratories within 15 days of receipt of invoice. Thereafter, customer acknowledges invoices are correct and valid. Twining Laboratories reserves the right to terminate its services to a customer without notice. All invoices are not current. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Customer waives any and all claims against Twining Laboratories, its subsidiaries, affiliates, servants and agents for termination of work on account of these terms.

In the event of any litigation arising from or related to any agreement to provide services, whether verbal or written, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney's fees and all other related expenses in such litigation. Additionally, in the event of a non-adjudicative settlement of litigation between the parties or a resolution of dispute by arbitration, that same process shall determine the prevailing party.

Laboratory Testing (For Test Unless Noted Otherwise)

<u>Concrete Tests (Field Made Specimens)</u>		
20201	6" x 12" or 4" x 8" Cylinder Compression Strength (ASTM C39)	\$ 22.00
<u>Soils and Aggregate Tests</u>		
70341	Consolidation Test: Time Rate per Load increment (ASTM D2435, CTM 213)	\$ 45.00
70331	Maximum Density Methods A/B/C (ASTM D1557, CTA 216)	\$ 175.00
70345	R-Value Soil (ASTM 2844, CTM 301)	\$ 255.00
70349	Sand Equivalent (ASTM D2415, CTM 211)	\$ 125.00
70359	Sieve Analysis Without Wash (ASTM C136, CTM 202)	\$ 100.00
<u>Asphalt Concrete Tests</u>		
75027	Extraction % Bitumen and Gradation (CTM 382, ASTM D6507, ASTM D5444 and CTM 202)	\$ 195.00
75057	HVEM Stabometer Test, Premixed (CT 304, 355, ASTM D1560)	\$ 199.00
<u>Concrete Block, ASTM C140</u>		
20321	Compression (3 Required Per ASTM)	\$ 45.00
20322	Absorption/Moisture Content/Dry Density (3 Required Per ASTM)	\$ 75.00
20327	Linear Shrinkage (ASTM C426)	\$ 195.00
20335	Web and Face Shell Measurements	\$ 35.00
20329	Tension Test	\$ 145.00
20531	Core Compression	\$ 45.00
20332	Shear Test of Masonry Cores: 2 Faces	\$ 70.00
<u>Masonry Prisms, UBC STD 21-17</u>		
20341	Compression Test: Composite Masonry Prisms Up To 8" x 16"	\$ 185.00
<u>Mortar and Grout</u>		
20351	Compression: 2" x 4" Mortar Cylinders (UBC STD 21-16)	\$ 28.00
20353	Compression: 3" x 3" x 6" Grout Prisms, Includes Trimming (UBC STD 21-18)	\$ 50.00
<u>Fireproofing Tests</u>		
20401	Over-Dry Density (Per Sample)	\$ 35.00
<u>Reinforcing Steel, ASTM A615</u>		
20501	Tensile Test: # 11 or Smaller	\$ 40.00
20502	Bend Test: # 11 or Smaller	\$ 25.00
20505	Sampling and Tagging (Fabricator)	\$ 24.00
<u>Reinforcing Steel - Welded or Coupled Specimens</u>		
20521	Tensile Test: Welded # 11 and Smaller	\$ 55.00

**CAPISTRANO UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT**

CONTRACTOR: TWINING, INC.

CONTRACT NO. I1011112

SPECIAL CONDITIONS

Page 3, Article 8, Copyright/Trademark/Patent: Delete last sentence from article.

“CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT’s express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. ~~CONTRACTOR consents to use of CONTRACTOR’S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.”~~

Page 3, Article 9, Termination: Add to article.

“Prior to giving written notice to terminate, CONTRACTOR shall be given ten (10) days to remedy the deficit.”

Exhibit C

EXTENSION OF AGREEMENT NO. C0910101

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

HARBOTTLE LAW GROUP

Consultant Agreement No. C0910101 called for an original 12-month contract covering the period of January 1, 2010, through December 31, 2010.

The contract with Harbottle Law Group shall be extended an additional twelve (12) months for the period January 1, 2012, through December 31, 2012, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on December 15, 2009, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Harbottle Law Group

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT 50



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES

JACK R. BRICK
PRESIDENT

GARY PRITCHARD, PH. D.
VICE PRESIDENT

JOHN M. ALPAY
CLERK

ELLEN M. ADDONIZIO

ANNA BRYSON

LYNN HATTON

SUE PALAZZO

SUPERINTENDENT

JOSEPH M. FARLEY, Ed.D.

October 26, 2011

S. Daniel Harbottle
Harbottle Law Group
600 Anton Blvd., Suite 1100
Costa Mesa, CA 92626

Subject: RFQ 10-0809 – General Legal Services

Dear Mr. Harbottle:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on December 31, 2011.

Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to reduce your fees for services by 10% for the renewal period January 1, 2012 through December 31, 2012. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Monday, November 7, 2011.**

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Terry Fluent
Director, Purchasing

enc.

SERVING THE COMMUNITIES OF:

ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO
RANCHO SANTA MARGARITA • SAN CLEMENTE • SAN JUAN CAPISTRANO



S. Daniel Harbottle, JD, PhD
600 Anton Blvd., Suite 1100
Costa Mesa, CA 92626
Tel: 714.371.4385
Fax: 714.371.4485
dharbottle@harbottlelaw.com
www.harbottlelaw.com

November 4, 2011

VIA FACSIMILE AND FEDERAL EXPRESS

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

Re: General Legal Services: RFQ 10-0809

Dear Ms. Fluent:

I am writing in response to your letter dated October 26, 2011. By this letter, I provide confirmation that Harbottle Law Group wishes to extend its contractual relationship with Capistrano Unified School District for another year following the expiration of the current contract on December 31, 2011.

Additionally, we note that our current rates, as set forth on the attached rate sheet, and which we agree to extend through December 31, 2012, represent an approximately 18% reduction of rates from those of my group when we were practicing with Rutan & Tucker, LLP, through May 18, 2009. It is also my understanding that our current rates are more than 10% lower than comparable firms practicing in the area of special education law in Orange County.

I have attached to this letter a comparison table showing our rates prior to forming Harbottle Law Group, and our current/proposed significantly reduced rates for the period ending December 31, 2012.

We enjoy working with Capistrano Unified School District, and would be very pleased to continue our current and long-standing relationship with the District. Please let me know if you need anything further, as I am glad to provide it.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Dan Harbottle', written over a horizontal line.

S. Daniel Harbottle

TABULATION SHOWING PRE-HARBOTTLE LAW GROUP VS. CURRENT/PROPOSED
HOURLY RATES THROUGH DECEMBER 31, 2012

Title	Pre-May 2009 Hourly Rate	Current/Proposed Hourly Rate
Partner	Approx. \$235/hour	\$195/hour
Sr. Associate	Approx. \$235/hour	\$185/hour
Associate	Approx. \$235/hour	\$180/hour
Paralegal	Approx. \$125/hour	\$75/hour



Consultant Agreement

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

hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be Provided by CONSULTANT: _____

General legal services as required by District. Fees and services per RFQ 10-0809

2. Term: CONSULTANT shall commence providing services under this AGREEMENT on January 1, 2010 and will diligently perform as required and complete performance by December 31, 2010.

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

4. **Expenses:** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows:
N/A

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

6. **Materials:** CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: N/A

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

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

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

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

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

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

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

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

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

<u>DISTRICT</u>	<u>CONSULTANT</u>
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	S. Daniel Harbottle Harbottle Law Group 600 Anton Blvd., Suite 1100 Costa Mesa, CA 92626 (714) 371-4385

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

CONSULTANT NAME: Harbottle Law Group Contract No. C0910101

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

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

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

a. Exhibit A Pricing Sheet

b. Exhibit B N/A

c. Exhibit C N/A

CONSULTANT NAME: Harbottle Law Group Contract No. C0910101

This AGREEMENT is entered into this 1st Day of January, 2010.

DISTRICT:

CONSULTANT:

By: Terry Fluent
Terry Fluent, Director of Purchasing

By: [Signature]
Signature

DAN HARBOYLE
Printed Name

DIRECTOR
Title

12/15/09
Board Approval Date

046.48.0968
Social Security or Taxpayer Identification

PRICING SHEET

The purpose of this form is to provide a standard format by which the Proposer submits to the DISTRICT

a summary of the estimated costs suitable for detailed review and analysis.

The Proposer shall complete the Price/Cost Proposal in its entirety.

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

The number of hours listed below are for evaluation purposes only, and may vary. The District does not guarantee the number of hours.

Legal Area Special Education

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	\$195/hr	\$9,750
Sr. Associate	100	\$185/hr	\$18,500
Associate	100	\$180/hr	\$18,000
Paralegal	50	\$75/hr	\$3,750
Total Price	300		\$50,000

Harbottle Law Group
S. Daniel Harbottle
Print Name of Firm and Authorized Signer


Authorized Signature

046-48-0968
Federal I.D. #/License

April 28, 2009
Date

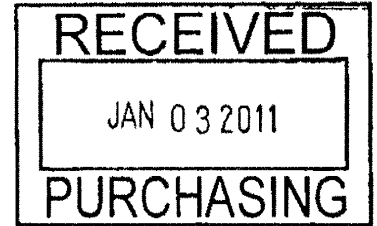
EXTENSION OF AGREEMENT NO. C0910101

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

HARBOTTLE LAW GROUP



Consultant Agreement No. C0910101 called for an original 12-month contract covering the period of January 1, 2010, through December 31, 2010.

The contract with Harbottle Law Group shall be extended an additional twelve (12) months for the period January 1, 2011, through December 31, 2011, at the prices shown in Exhibit A to this Extension Agreement.


Except as set forth in this Extension Agreement, and Board approved on December 15, 2009, all other terms of the contract remain in full force and effect.

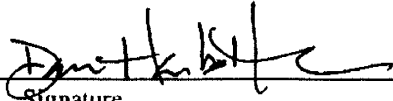
DISTRICT

CONSULTANT

Capistrano Unified School District

Harbottle Law Group

By: 
Signature

By: 
Signature

Terry Fluent

DAN HARBOTTLE
Print Name

Director, Purchasing

OWNER/DIRECTOR
Title

Date: 1/5/11

Date: 12.20.10



S. Daniel Harbottle, JD, PhD
600 Anton Blvd., Suite 1100
Costa Mesa, CA 92626
Tel: 714.371.4385
Fax: 714.371.4485
dharbottle@harbottlelaw.com
www.harbottlelaw.com

November 3, 2010

VIA FACSIMILE AND U.S. MAIL

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

Re: General Legal Services

Dear Ms. Fluent:

I am writing in response to your letter dated November 2, 2010. By this letter, I provide confirmation that Harbottle Law Group wishes to extend its contractual relationship with Capistrano Unified School District for another year following the expiration of the current contract on December 31, 2010, and that we are more than happy to maintain our current contractual billing rate for the next contractual period.

Thank you for your inquiry, and please let me know if you need anything further, as I am glad to provide it.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Daniel Harbottle', written over a horizontal line.

S. Daniel Harbottle

SDH/drr

(1007671)

EXHIBIT A
PRICING SHEET

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

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

The number of hours listed below are for evaluation purposes only, and may vary. The District does not guarantee the number of hours.

Legal Area Special Education

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	\$195/hr	\$9,750
Sr. Associate	100	\$185/hr	\$18,500
Associate	100	\$180/hr	\$18,000
Paralegal	50	\$75/hr	\$3,750
Total Price	300		\$50,000

Harbottle Law Group
S. Daniel Harbottle
Print Name of Firm and Authorized Signer


Authorized Signature

046-48-0968
Federal I.D. #/License

April 28, 2009
Date

EXTENSION OF AGREEMENT NO. C1011103

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

GEORGE COOPER RUDOLPH ATTORNEY & COUNSELOR AT LAW

Consultant Agreement No. C1011103 called for an original contract covering the period of December 17, 2010, through December 31, 2011.

The contract with George Cooper Rudolph Attorney & Counselor at Law shall be extended an additional twelve (12) months for the period January 1, 2012, through December 31, 2012, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on December 13, 2010, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

**George Cooper Rudolph Attorney &
Counselor at Law**

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES

JACK R. BRICK
PRESIDENT

GARY PRITCHARD, PH. D.
VICE PRESIDENT

JOHN M. ALPAY
CLERK

ELLEN M. ADDONIZIO

ANNA BRYSON

LYNN HATTON

SUE PALAZZO

SUPERINTENDENT

JOSEPH M. FARLEY, Ed.D.

October 26, 2011

George C. Rudolph
George Cooper Rudolph Attorney & Counselor at Law
15212 Davenport Street
Tustin, CA 92782

Subject: Contract C1011103

Dear Mr. Rudolph:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on December 31, 2011.

Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to reduce your fees for services by 10% for the renewal period January 1, 2012 through December 31, 2012. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Monday, November 7, 2011.**

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Terry Fluent
Director, Purchasing

enc.

SERVING THE COMMUNITIES OF:

ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO
RANCHO SANTA MARGARITA • SAN CLEMENTE • SAN JUAN CAPISTRANO

Law Offices of
GEORGE COOPER RUDOLPH
Attorney & Counselor at Law

620 Newport Center Drive, Suite 280
Newport Beach, California 92660-8002

Telephone: 949.729.0700
E-mail: grudolph@cklawllp.com

November 16, 2011

VIA E-MAIL TO: tfluent@cusd.org

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

Re: Contract C1011103

Dear Terry:

In response to your letter of October 26, 2011, this office would very much like to extend our contract with Capistrano Unified School District for the year ending December 31, 2012.

In consideration of Superintendent Torlakson's assessment, we propose the following rates for our fees during the 2012 year:

<u>Current Normal Rate</u>	<u>Current CUSD Rate</u>	<u>Proposed CUSD Rate</u>
\$525/hour	\$375/hour	\$337.50/hour

Thank you for your consideration.

Very truly yours,



George Cooper Rudolph, Esq.

GCR:sim



Consultant Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and George Cooper Rudolph Attorney and Counselor at Law

hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** Legal services pertaining to Whispering Hills LLC and general legal services as required by District.

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on December 17, 2010 and will diligently perform as required and complete performance by December 31, 2011.

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

4. **Expenses:** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows:
N/A

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

6. **Materials:** CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: N/A

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

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

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

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

9. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

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

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

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

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

<u>DISTRICT</u>	<u>CONSULTANT</u>
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	George Cooper Rudolph Attorney & Counselor at Law 15212 Davenport Street Tustin, CA 92782-1752 (949) 387-7966 gcrudolph@cox.net

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

CONSULTANT NAME: George C. Rudolph Attorney at Law

Contract No. C1011103

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

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

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

a. Exhibit A Fee schedule/Letter of Engagement

b. Exhibit B Hold Harmless and Indemnification

c. Exhibit C Insurance

d. Exhibit D Special Conditions


CONSULTANT NAME: George C. Rudolph Attorney at Law Contract No. C1011103

This AGREEMENT is entered into this 14th Day of December 2010

DISTRICT:

CONSULTANT:

By: 
Terry Fluent, Director of Purchasing

By: 
Signature
GEORGE COOPER RUDOLPH
ATTORNEY & COUNSELOR
AT LAW
Printed Name

Title

December 13, 2010
Board Approval Date

516-52-2815
Social Security or Taxpayer Identification

Capistrano Unified School District
2011 Engagement and Fee Agreement
Page 2

1.2 Duties of Lawyer and Client. The Firm will provide legal counsel and assistance in accordance with the rules governing our profession. We will report to you as the authorized representative of CUSD. We will keep CUSD informed of developments in each matter in which we represent CUSD, as those developments occur. On CUSD's part, CUSD understands the need to provide us with truthful and accurate information, and the need to cooperate and to keep us informed of any developments. Obviously, we will both be expected to abide by the terms of this Agreement.

2. Staffing. I will have responsibility for CUSD's representation, and for coordinating and supervising the work of other professionals in connection with that representation, respecting each of the Pending Matters and all other matters in which CUSD requests the Firm's involvement. Other attorneys, paralegals, and litigation/clerical assistants may be used where appropriate. Staffing decisions will be made by me, with the objective of rendering services on an efficient and cost-effective basis.

3. Fees. We establish an hourly rate for each attorney and paralegal who will perform services on behalf of CUSD. Those hourly rates for the professionals most likely to perform services on CUSD's matters are set forth on the attached Rate Sheet. We will bill CUSD in quarter-hour increments. CUSD agrees to pay the Firm's rates, as set forth on the attached Rate Sheet.

3.1 Estimates. From time to time, we may estimate the amount of fees we anticipate will be incurred to perform certain services. Such estimates are by their nature inexact. The cost of legal services is often difficult to predict, particularly when the work is affected by factors over which we have no control. Unless we agree in writing to a fixed or guaranteed maximum fee, any estimate we provide does not limit CUSD's obligation to pay for the Firm's legal services.

4. Expenses. In addition to our fees, we will bill CUSD for certain expenses. A copy of our expense schedule is attached to this Agreement. It may also be appropriate to engage third-party providers to support our work for CUSD. We may also incur other out-of-pocket disbursements, such as travel expenses, deposition fees, filing and recording fees, investigator fees, expert witness fees, document imaging fees, and messenger fees. We will either bill CUSD for the charges or arrange with CUSD in advance for third-party providers to bill CUSD directly. We have no obligation to incur or advance any expense exceeding \$250.00 unless reimbursement is secured by a trust deposit. CUSD agrees to reimburse us for those costs and expenses we advance, in addition to our hourly fees.

5. Monthly Billing. We will bill on a monthly basis; and all statements are due and payable upon receipt and are payable within thirty (30) days after the statement date. The statements will indicate the fees and costs incurred, any amount applied from any advance deposit, and any current balance owed. We will make every effort to include our out-of-pocket

LAW OFFICES OF
GEORGE COOPER RUDOLPH
ATTORNEY & COUNSELOR AT LAW

15212 DAVENPORT STREET
TUSTIN, CALIFORNIA 92782-1752

TELEPHONE: 949.367.7966
E-MAIL: GCRUDOLPH@GCRUNET

December 16, 2010

Ron Lebs, Deputy Superintendent
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Re: 2011 Engagement and Fee Agreement

Dear Ron:

This will confirm the request of Capistrano Unified School District ("CUSD") that the Law Offices of George Cooper Rudolph ("the Firm") accept representation of CUSD, during the fiscal year ending June 30, 2011, upon the terms set forth in this letter agreement ("Agreement").

I. Scope of Services. CUSD has requested, and the Firm has agreed, to provide ongoing advice, counsel and representation to CUSD, regarding both transactional and litigation matters in which CUSD requests our involvement. The terms embodied in this letter will apply to any transactional and litigation matter in which CUSD requests our representation, unless a project engagement and fee agreement is executed with respect to any particular matter. Importantly, we are *not* being engaged to provide any of the following services:

- (a) Advise, counsel or represent CUSD, or provide other legal services to CUSD in connection with any matter as to which our involvement has not been specifically requested in writing.
- (b) Represent or protect the interest of any individual or entity other than CUSD.
- (c) Provide tax advice.

1.1 Currently Pending Matters. During the fiscal year ending June 30, 2011, the Firm will represent CUSD, as substitute counsel of record in place of Luce, Forward, Hamilton & Scripps, LLP, in the following currently pending matters ("the Pending Matters") and in accordance with the terms of this Agreement:

- A. *Whispering Hills, LLC v. Capistrano Unified School District*, Orange County Superior Court Case No. 30-2009 00300788 (our file no. 38170-3); and
- B. Petition to Make Specified Changes in Capistrano Unified School District Community Facilities District No. 2005-1 (our file no. 38170-4).

Exhibit A

Capistrano Unified School District
2011 Engagement and Fee Agreement
Page 3

disbursements in the current monthly statement; however, records of some disbursements are not immediately available to us and thus may not appear on a statement until one or more months following the date on which charges were actually incurred.

If CUSD has any questions or concerns about a statement, please call them to my attention without delay. If CUSD does not raise any questions or objections regarding the statement within sixty (60) days of the statement date, CUSD agrees that CUSD will be deemed to have accepted and approved the statement, and thereafter will not be entitled to object to the statement.

6. Discharge and Withdrawal. CUSD may discharge the Firm at any time, and the Firm shall have the right to withdraw from representing CUSD at any time, subject to any required court approvals. Reasons for our withdrawal may include, but are not limited to, CUSD's breach of this Agreement, CUSD's failure to pay our invoices when due, CUSD's refusal to cooperate with us or to follow our advice on a material matter, or any fact or circumstance that renders our continuing representation unlawful, or unethical, or makes it unreasonably difficult to carry out our representation effectively.

7. No Guarantee. Nothing in this Agreement should be construed as a promise or a guarantee about the outcome of any matter which we will handle on CUSD's behalf. Our comments about the outcome of CUSD's matter are expressions of opinion only. Likewise, any estimate of fees given by the Firm is not a guarantee; actual fees incurred may vary from estimates given.

8. Duties Upon Termination of Active Representation. Upon cessation of our active involvement in a particular matter in which we have been engaged, we will have no further duty to inform CUSD of future developments or changes in the law as may be relevant to such matter in which our representation has ceased. Further, unless CUSD requests in writing to the contrary, we will have no obligation to monitor renewal or notice dates or similar deadlines which may arise from the matters for which we had previously been retained.

9. File Maintenance. We will maintain CUSD's files and documents throughout the period in which we are actively handling a particular matter, and for ten (10) years thereafter. We will have the right to purge CUSD's files after ten years or any longer time we deem appropriate given the circumstances, without any obligation to notify CUSD. The Firm routinely purges its files and records of matters that have been resolved. Of course, CUSD has the right to request its files or documents at any time prior to such destruction, and the same will be promptly delivered to CUSD or as directed, at CUSD's expense. Electronically-stored information will be purged from our system in accordance with our regular policies and procedures, which may result in the information's destruction after 3 months.

Capistrano Unified School District
2011 Engagement and Fee Agreement
Page 4

10. Arbitration of Disputes. We appreciate the opportunity to serve as CUSD's attorneys and anticipate a productive, harmonious relationship. If CUSD becomes dissatisfied for any reason with the services we have performed or the fees charged, we encourage CUSD to bring that to our attention immediately. If we perceive a problem with the representation, we will discuss it with CUSD. Most such problems should be remedied by communication and discussion. However, a dispute could arise between us regarding the construction or application of this Agreement, and/or the performance of any services under this Agreement, which cannot be resolved by discussion. We believe that such attorney-client disputes are more satisfactorily resolved through confidential binding arbitration than by litigation in court. CUSD and we choose confidential binding arbitration to resolve such disputes because it is usually less expensive and quicker than litigation, and will preserve all the parties' privacy. It is understood and agreed that choosing binding arbitration waives a trial by jury.

The place of the confidential binding arbitration will be in Orange County, California. Arbitration proceedings may be commenced by any party by giving all other interested parties written notice, and the proceedings shall be governed by the California Arbitration Act (*Code Civ. Proc.*, § 1281 *et seq.*). The arbitrator must decide all disputes in accordance with that Act and the rules of any arbitration tribunal mutually selected by the parties. The arbitrator shall have the power to decide all matters, including arbitrability and legal questions raised by pleading or summary judgment motions. The arbitrator's award shall be final and binding, and a judgment upon the award may be entered and enforced by any court of competent jurisdiction.

Notwithstanding the above agreement to arbitrate, fee disputes may first be submitted to the California State Bar's program for non-binding arbitration of fee disputes. If the Bar panel declines to hear a fee dispute, or if either party rejects the Bar panel's decision on any fee dispute, the fee dispute will be resolved by private arbitration as set forth above. CUSD and the Firm agree to waive the rule that provides that an attorney and a client cannot agree to arbitrate fee disputes until a dispute has arisen. If that rule is applied to any fee dispute under this Agreement, CUSD and the Firm agree that the remainder of this arbitration agreement will remain in effect and must be enforced with respect to all other disputes or claims.

11. Effective Date. If this letter accurately reflects our agreement, please sign the enclosed duplicate copy and return it to us. This Agreement will take effect only when signed and returned to us. This Agreement contains the entire agreement of the parties, and no modification of the terms of this Agreement will be effective unless set out in writing and signed by both CUSD and the Firm

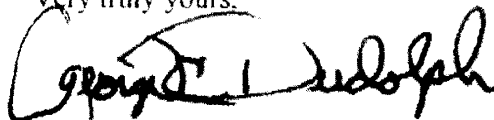
LAW OFFICES OF
GEORGE COOPER RUDOLPH
ATTORNEY & COUNSELOR AT LAW

Capistrano Unified School District
2011 Engagement and Fee Agreement
Page 5

If CUSD has questions concerning any provision of this Agreement, we invite CUSD's inquiries. CUSD is also free to consult with other counsel regarding this Agreement, including the foregoing arbitration provisions.

We greatly appreciate and thank you for the opportunity to be of service to CUSD.

Very truly yours,



George Cooper Rudolph, Esq.

GCR:dmm
Attachments (2011 Rate Sheet; 2011 Expense Schedule)

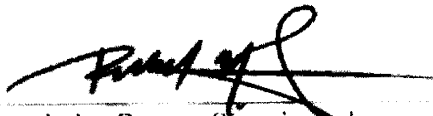
ACCEPTANCE AND APPROVAL

The above engagement and fee agreement is agreed to and accepted. The undersigned represents that he has been duly authorized to execute this Agreement on behalf of CUSD, and acknowledges that he signs below within the course and scope of that authority.

Date: December 14, 2010

CAPISTRANO UNIFIED SCHOOL DISTRICT

By:



Ron Lebs, Deputy Superintendent

LAW OFFICES OF
GEORGE COOPER RUDOLPH
ATTORNEY & COUNSELOR AT LAW

15212 DAVENPORT STREET
TUSTIN, CALIFORNIA 92782-1752

TELEPHONE: 949.387.7966
E-MAIL: GERUDOLPH@CCK.NET

2011 RATE SHEET

Professional	Position	Hourly Billing Rate
George C. Rudolph	Attorney/Principal	\$375.00
Associates	Contract Attorneys	\$275.00
Paralegals	Contract Paralegals	\$125.00
Litigation Support and e-Discovery Special- ists, where authorized	Contract Attorneys, Paralegals and Litigation Support II Professionals	Actual fees and costs incurred

LAW OFFICES OF
GEORGE COOPER RUDOLPH
ATTORNEY & COUNSELOR AT LAW

15212 DAVENPORT STREET
TUSTIN, CALIFORNIA 92782-1752

TELEPHONE 949.387.7566
E-MAIL: GRUDOLPH@COX.NET

2011 EXPENSE SCHEDULE

Automobile Travel Expense	IRS mileage reimbursement rate: actual parking and toll costs incurred
Airline and lodging, where required	Actual costs incurred
Court reporters and transcript fees	Actual costs incurred
Court filing fees	Actual costs incurred
Attorney service, messenger, overnight delivery	Actual costs incurred
Document reproduction	Actual costs incurred
Experts and consultants, where required	Actual costs incurred

Consultant Name: George Cooper Rudolph Attorney & Counselor at Law
Contract No. C1011103



Hold Harmless and Indemnification

Attorney agrees to and shall defend, indemnify and hold harmless the District, its Governing Board, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter, contractual liability, and damage to property sustained or claimed to have been sustained arising out of the activities services rendered by Attorney, its officers, agents and employees or its subcontractors, whether authorized by this Agreement or not. Attorney further agrees to waive all rights of subrogation against the District. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of District or any of its agents or employees.

Exhibit **H**



Insurance

Attorney shall procure and maintain, during the term of this Agreement, policies of insurance with insurers and coverage forms satisfactory to the District and with a minimum A.M. Best rating of A/VII as follows:

- Professional Liability: \$1,000,000 minimum limit per occurrence
 (Errors & Omissions) \$2,000,000 minimum general aggregate
- Automobile Liability: \$1,000,000 minimum limit per occurrence
- Workers' Compensation: As required by the California Labor Code

Attorney shall provide to the District evidence of the required insurance by issuance of an original Certificate of Insurance at least ten days prior to the beginning of the term of this Agreement. Such certificate shall contain a 30 days written notice of cancellation or reduction in coverage. Any lapse of insurance coverage required by this Agreement shall be a breach of the Agreement and grounds for immediate termination of this Agreement by District.

Exhibit C

The Capistrano Unified District, it's Board, officers, agents and employees shall be named an Additional Insured, by separate endorsement, to Attorney's Commercial General Liability (not Professional Liability) and Automobile Liability policies. Any insurance or self-insurance maintained by Attorney shall be primary and any insurance or self-insurance maintained by District shall be non-contributing.

The insurance coverage's and limits required shall not in any way limit the liability of Attorney.

Governing Law

This Agreement shall be governed by the laws of the State of California with venue to Orange County, California.

Severability

If any provisions of this Agreement are held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of the Agreement shall be legal, valid and enforceable.

Waiver

The waiver by District of a breach of any provision of the Agreement by Attorney shall not operate or be construed as a waiver of any other or subsequent breach by Attorney.

Exhibit C

CAPISTRANO UNIFIED SCHOOL DISTRICT
GEORGE COOPER RUDOLPH ATTORNEY & COUNSELOR AT LAW
CONTRACT NO. C1011103

SPECIAL CONDITIONS

11. Insurance: *Delete original wording. Section 11 to read as follows:*

Pursuant to Section 10, CONSULTANT agrees to carry automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverage's and endorsements required hereunder.

12. Assignment: *Delete original wording. Section 12 to read as follows:*

The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT, except as specified in Exhibit A.

16. Entire Agreement/Amendment: *Delete original wording. Section 16 to read as follows:*

This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT. In the event of any inconsistency, Exhibit A shall govern.

Exhibit D

EXTENSION OF AGREEMENT NO. C0910099

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DANNIS WOLIVER KELLEY

Consultant Agreement No. C0910099 called for an original 12-month contract covering the period of January 1, 2010, through December 31, 2010.

The contract with Dannis Woliver Kelley shall be extended an additional twelve (12) months for the period January 1, 2012, through December 31, 2012, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on December 15, 2009, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Dannis Woliver Kelley

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.copousd.org

BOARD OF TRUSTEES
JACK R. BRICK
PRESIDENT
GARY PRITCHARD, PH. D.
VICE PRESIDENT
JOHN M. ALPAY
CLERK
ELLEN M. ADDONIZIO
ANNA BRYSON
LYNN HATTON
SUE PALAZZO
SUPERINTENDENT
JOSEPH M. FARLEY, Ed.D.

October 26, 2011

Janet Mueller
Dannis Woliver Kelley
750 B. Street, Suite 2310
San Diego, CA 92101

Subject: RFQ 10-0809 – General Legal Services

Dear Ms. Mueller:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on December 31, 2011.

Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to reduce your fees for services by 10% for the renewal period January 1, 2012 through December 31, 2012. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Monday, November 7, 2011.**

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Terry Fluent
Director, Purchasing

enc.

SERVING THE COMMUNITIES OF:
ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO
RANCHO SANTA MARGARITA • SAN CLEMENTE • SAN JUAN CAPISTRANO



DANNIS WOLIVER KELLEY

JANET L. MUELLER

Attorney at Law

jmueller@DWKesq.com

San Diego

November 14, 2011

**CONFIDENTIAL ATTORNEY-
CLIENT PRIVILEGE**

VIA EMAIL AND U.S. MAIL

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

Re: Danniss Woliver Kelley Contract Renewal;
Our file 1855.1101

Dear Terry:

Thank you for your letter dated October 26, 2011 regarding renewal of our firm's Legal Services Agreement. For quite some time, Danniss Woliver Kelley has enjoyed an excellent working relationship with the Capistrano Unified School District and its administrative staff. Given the ongoing State of California fiscal crisis, you have asked us to help the District reduce its operating expenses by reducing our legal fees by ten percent in conjunction with renewing our Agreement for 2012. We are committed to assisting you to reduce your legal expenses and have outlined our proposal to you in this letter.

Background Analysis

As a basis for this proposal, we did an analysis of 2010 and 2011 billings, and summarize the following for you:

San Francisco Office
71 Stevenson Street
19th Floor
San Francisco, CA 94105
TEL 415.543.4111
FAX 415.543.4384

Long Beach Office
301 East Ocean Boulevard
Suite 1750
Long Beach, CA 90802
TEL 562.366.8500
FAX 562.366.8505

San Diego Office
750 B Street
Suite 2310
San Diego, CA 92101
TEL 619.595.0202
FAX 619.702.6202

www.DWKesq.com

DEDICATION

WISDOM

KNOW-HOW



631

**CONFIDENTIAL ATTORNEY-
CLIENT PRIVILEGE**

Terry Fluent
Capistrano Unified School District
November 14, 2011
Page 2

DWK Legal Services

	2010	2011 (through 9/30/11)
Total Fees & Expenses	\$307,348	\$206,009
Area of Service:		
--Business Matters	\$20,151	\$8,000
--Construction Matters	\$1,580	\$0.00
--Charter Schools	\$15,100	\$12,200
--Special Education/Cases	\$257,400	\$185,000
--Labor Negotiations (training)	\$3,500	\$0.00

Proposal

1. Existing Fee Discounts

a) Two Percent Discount. DWK has not raised its rate ranges since 2006-2007, and in 2008, we implemented a discount of 2% on all standard-rate legal services paid from the General Fund due to the fiscal crisis. The discount is taken off the total monthly cost of each separate invoice. The value of that discount to the District in 2010 was approximately **\$5,000** and in 2011 is at about **\$4,100**. Although we have not extended the 2% discount to entities paying less than our standard hourly rates, we have extended this discount to the District since its inception. We will keep this discount in place through 2012 for the District, even if it is eliminated elsewhere.

b) Shareholder Rate Cap. DWK shareholder rates range from \$245-350 per hour statewide, but shareholder rates were set at a maximum of \$250 per hour in conjunction with our 2009 Legal Services proposal. We will keep that cap in place through 2012 for the District, even if we implement a rate increase elsewhere.

2. Hourly Rate Adjustments

Legal services to the District from DWK were delivered by a core legal team of 4-5 firm attorneys. Because our shareholder rates are already capped at levels significantly below standard rates for several members of the District's core team, we cannot offer further reductions in those rates. However, we are willing to make the following rate adjustments for 2012:

CONFIDENTIAL ATTORNEY- CLIENT PRIVILEGE

Terry Fluent
Capistrano Unified School District
November 14, 2011
Page 3

Ernest Bell: From \$220 to \$215/hour

Sarah Sutherland: From \$225 to \$220/hour

3. Travel Rate

We propose to reduce hourly travel costs to \$175 per hour for travel for special education-related meetings and appearances. We implemented that rate on a trial basis with respect to one recent special education matter, and we believe the parties were satisfied with that discount.

4. Office Visits/Discounted Flat Rate/Other Rate Options

a) Office Visits. We would be open to discussing providing an attorney to the District to hold "office hours" on a weekly basis (1 day per week) based on a flat rate per day for students, special education, and labor and employment consultation. Implementation of regularly-scheduled office visits in areas such as human resources and special education or day-to-day operational and board issues can help reduce legal costs overall because questions can be answered on the spot without the need for further follow-up. It also provides opportunity for better coordination of legal services among staff members who might otherwise duplicate effort on particular matters.

b) Scope Discounts. We are also willing to consider reducing rates further or developing some billing alternatives in exchange for handling a larger volume of the District's legal work or for handling additional scopes of work, such as personnel work, labor negotiations, construction, general litigation matters or other areas that we currently are not handling.

5. Other Cost Efficiencies

Upon request, we are willing to meet with you and District staff as applicable, to discuss other ways to reduce legal expenses and reliance on legal counsel. For example:

- We can work out systems to better estimate and track expected legal costs on particular matters, and to notify staff when we are approaching those cost thresholds;
- Based on our knowledge of District staff, procedures and systems, we can identify areas in which we believe staff can manage certain tasks in house more efficiently than relying on counsel; we can provide low cost, in-house trainings of key staff members to better enable them to handle such tasks. We would be happy to offer you a syllabus of trainings that might benefit staff in this regard.

**CONFIDENTIAL ATTORNEY-
CLIENT PRIVILEGE**

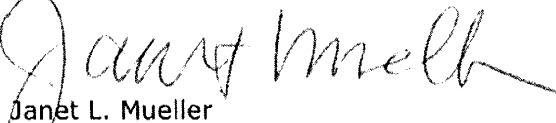
Terry Fluent
Capistrano Unified School District
November 14, 2011
Page 4

In short, we view our relationship with the District as a partnership and are committed to helping you meet your budget objectives as much as possible in these difficult times. Please consider this proposal a request to renew our Agreement for 2012 on the foregoing terms.

If you have any questions about this letter, please call us. We look forward to hearing from you soon.

Sincerely,

DANNIS WOLIVER KELLEY

A handwritten signature in cursive script, appearing to read "Janet Mueller", written in black ink.

Janet L. Mueller

JLM:jk

cc: Ron Lebs, Deputy Superintendent, Business Services



Consultant Agreement

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

hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** _____
General legal services as required by District. Fees and services per RFQ 10-0809

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on January 1, 2010 and will diligently perform as required and complete performance by December 31, 2010.

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

4. **Expenses:** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows:
N/A

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

6. **Materials:** CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: N/A

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

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

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

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

9. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

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

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

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

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

<u>DISTRICT</u>	<u>CONSULTANT</u>
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	Janet L. Mueller Miller Brown & Dannis 750 B. Street, Suite 2310 San Diego, CA 92101 (619) 595-0202

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

CONSULTANT NAME: Miller Brown & Dannis Contract No. C0910099

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

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

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

a. Exhibit A Pricing Sheet

b. Exhibit B Special Conditions

c. Exhibit C N/A

CONSULTANT NAME: Miller Brown & Dannis Contract No. C0910099

This AGREEMENT is entered into this 1st Day of January, 2010.

DISTRICT:

CONSULTANT:

By: Terry Flu
Terry Fluent, Director of Purchasing

By: Janet Mueller
Signature

Janet Mueller
Printed Name

Shareholder
Title

12/15/09
Board Approval Date

94-3172834
Social Security or Taxpayer Identification

III. FEES/SERVICES SCHEDULE

PRICING SHEET

The purpose of this form is to provide a standard format by which the Proposer submits to the DISTRICT

a summary of the estimated costs suitable for detailed review and analysis.

The Proposer shall complete the Price/Cost Proposal in its entirety.

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

The number of hours listed below are for evaluation purposes only, and may vary. The District does not guarantee the number of hours.

Legal Area Human Resources, Education Services, Facilities Services, Special Education, Business Services, Government Relations, Central Office

Title	Number of Hours	X Hourly Rate =	Extension *
Partner	50	\$225 - 250	\$11,250 - \$12,500
Sr. Associate	100	\$210 - 225	\$21,000 - \$22,500
Associate	100	\$185 - 210	\$18,500 - \$21,000
Paralegal	50	\$110 - 125	\$5,500 - \$6,250
Total Price			\$56,750 - \$64,000

Miller Brown & Dannis/Janet L. Mueller
Print Name of Firm and Authorized Signer


Authorized Signature

94-3172834
Federal I.D. #/License

April 28, 2009
Date

*Per existing Agreement with CUSD, Deborah Ungar's rate for legal services through June 30, 2009 is \$225/hour.



EXHIBIT B

CAPISTRANO UNIFIED SCHOOL DISTRICT CONSULTANT AGREEMENT CONTRACT NO. C0910099

SPECIAL CONDITIONS

Paragraph 8 – “Copyright/Trademark/Patent”, shall be considered omitted

Paragraph 9 – “Termination Clause”, 3-day notice shall be changed to 30-day notice. Remove sentence “If the cost to the District exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT.”

Paragraph 11 – “Insurance”, Language stating that the consultant agrees to provide an endorsement to the policy that shall be primary, and any insurance carried by the District shall be excess and noncontributory shall be considered omitted. A certificate of liability insurance listing the District as Certificate Holder and Additional Insured will be acceptable.

AMENDMENT TO CONSULTANT AGREEMENT NO. C0910099

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

MILLER BROWN & DANNIS

Consultant Agreement No. C0910099 between Capistrano Unified School District and Miller Brown & Dannis shall be amended to reflect the new business name of Dannis Woliver Kelley (DWK). This change shall be incorporated into the original Agreement attached.

Except as set forth in this Amendment to Agreement, and Board approved on December 15, 2009, all other terms and conditions of the contract remain in full force and effect.

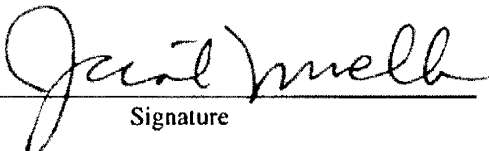
DISTRICT

CONTRACTOR

Capistrano Unified School District

Dannis Woliver Kelley (DWK)

By: 
Signature

By: 
Signature

Terry Fluent

Janet Mueller
Print Name

Director, Purchasing

Shareholder
Title

Date: 4/22/10

Date: 3-1-10

EXTENSION OF AGREEMENT NO. C0910099

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DANNIS WOLIVER KELLEY

Consultant Agreement No. C0910099 called for an original 12-month contract covering the period of January 1, 2010, through December 31, 2010.

The contract with Dannis Woliver Kelley shall be extended an additional twelve (12) months for the period January 1, 2011, through December 31, 2011, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on December 15, 2009, all other terms of the contract remain in full force and effect.

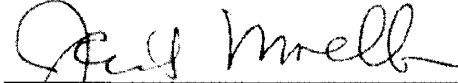
DISTRICT

CONSULTANT

Capistrano Unified School District

Dannis Woliver Kelley

By: 
Signature

By: 
Signature

Terry Fluent

Janet Mueller
Print Name

Director, Purchasing

Managing Shareholder
Title

Date: 1/5/11

Date: 12-17-10

EXTENSION OF AGREEMENT NO. C0910107

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BERGMAN & DACEY, INC.

Consultant Agreement No. C0910107 called for an original 12-month contract covering the period of January 1, 2010, through December 31, 2010.

The contract with Bergman & Dacey, Inc., shall be extended an additional twelve (12) months for the period January 1, 2012, through December 31, 2012, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on December 15, 2009, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Bergman & Dacey, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT 53



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES
JACK R. BRICK
PRESIDENT

GARY PRITCHARD, PH. D.
VICE PRESIDENT

JOHN M. ALPAY
CLERK

ELLEN M. ADDONIZIO

ANNA BRYSON

LYNN HATTON

SUE PALAZZO

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

October 26, 2011

Gregory M. Bergman
Bergman & Dacey, Inc.
10880 Wilshire Blvd., #900
Los Angeles, CA 90024

Subject: RFQ 10-0809 – General Legal Services

Dear Mr. Bergman:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on December 31, 2011.

Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to reduce your fees for services by 10% for the renewal period January 1, 2012 through December 31, 2012. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Monday, November 7, 2011.**

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Terry Fluent
Director, Purchasing

enc.

GREGORY M. BERGMAN
JOHN P. DACEY
MICHELE M. GOLDSMITH
MITCHELL C. FREDERICK
ARASH BERAL
BRIAN J. BERGMAN
ELINA GEYKHER
NARBEH SHIRVANIAN
OMAR BENGALI
SHIRAZ KHALID

LAW OFFICES OF
BERGMAN & DACEY, INC.
SERVICE ■ LOYALTY ■ SOLUTIONS

LOS ANGELES
10880 WILSHIRE BLVD, SUITE 900 LOS ANGELES, CALIFORNIA 90024
TEL: 310.470.6110 FAX: 310.474.0931

ORANGE COUNTY
17762 COWAN, SUITE 200 IRVINE, CA 92614-6097
TEL: 949.494.1393 FAX: 949.494.8963

OF COUNSEL
MARK W. WATERMAN
LEAH S. BERGMAN
KRISTI SJOHOLM-SIERCHIO
ROBERT D. BERGMAN
JAMES L. KEANE
RICHARD A. FOND
SENIOR COUNSEL
STUART SIMKE

LLOYD A. BERGMAN (1923-1994)
RICHARD V. GODINO (1929-2001)
NICHOLAS BROWNING III (1946-2011)

November 2, 2011

OUR FILE NO. 1024.02

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

Re: RFQ 10-0809 – General Legal Services

Dear Ms. Fluent:

Bergman & Dacey, Inc. wishes to extend its current contract with Capistrano Unified School District for the renewal period January 1, 2012 through December 31, 2012. We accept the 10% reduction as proposed.

	<u>Current Rates:</u>	<u>Proposed Rates for 2012:</u>
Shareholder/Of Counsel	\$250.00/hr	\$225.00/hr
Associate	\$225.00/hr	\$200.00/hr
Paralegal	\$115.00/hr	\$100.00/hr

Please do not hesitate to contact me with any questions.

Sincerely,


GREGORY M. BERGMAN

GMB/cd



Consultant Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and Bergman & Dacey, Inc.

hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** General legal services as required by District. Fees and services per RFQ 10-0809.

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on January 1, 2010 and will diligently perform as required and complete performance by December 31, 2010.

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

4. **Expenses:** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows:
N/A

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

6. **Materials:** CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: N/A

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

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

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

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

9. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

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

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

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

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

<u>DISTRICT</u>	<u>CONSULTANT</u>
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	Gregory M. Bergman Bergman & Dacey, Inc. 10880 Wilshire Blvd., #900 Los Angeles, CA 90024 (310) 470-6110

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

CONSULTANT NAME: Bergman & Dacey, Inc. Contract No. C0910107

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

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

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

a. Exhibit A Pricing Sheet

b. Exhibit B N/A

c. Exhibit C N/A

CONSULTANT NAME: Bergman & Dacey, Inc. Contract No. C0910107

This AGREEMENT is entered into this 1st Day of January 2010.

DISTRICT:

CONSULTANT:

By: Terry Fluent
Terry Fluent, Director of Purchasing

By: [Signature]
Signature

Gregory M. Bergman
Printed Name

President
Title

12/15/09
Board Approval Date

95-385-3032
Social Security or Taxpayer Identification

PRICING SHEET

The purpose of this form is to provide a standard format by which the Proposer submits to the DISTRICT

a summary of the estimated costs suitable for detailed review and analysis.

The Proposer shall complete the Price/Cost Proposal in its entirety.

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

The number of hours listed below are for evaluation purposes only, and may vary. The District does not guarantee the number of hours.

Legal Area CONSTRUCTION LITIGATION

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	\$250.00	\$12,500.00
Sr. Associate	100	\$225.00	\$11,250.00
Associate	100	\$225.00	\$11,250.00
Paralegal	50	\$115.00	\$5,750.00
Total Price			\$40,750.00

GREGORY M. BERGMAN

Print Name of Firm and Authorized Signer


Authorized Signature

95-3853032

Federal I.D. #/License

April 24, 2009

Date

EXTENSION OF AGREEMENT NO. C0910107

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BERGMAN & DACEY, INC.


Consultant Agreement No. C0910107 called for an original 12-month contract covering the period of January 1, 2010, through December 31, 2010.

The contract with Bergman & Dacey, Inc., shall be extended an additional twelve (12) months for the period January 1, 2011, through December 31, 2011, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on December 15, 2009, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: 
Signature

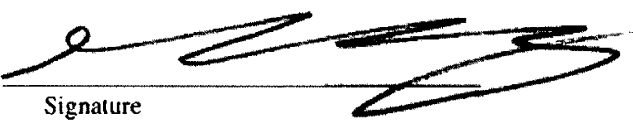
Terry Fluent

Director, Purchasing

Date: 1/5/11

CONSULTANT

Bergman & Dacey, Inc.

By: 
Signature

Gregory M. Bergman
Print Name

President
Title

Date: December 27, 2010

GREGORY M. BERGMAN
JOHN P. DACEY
MICHELE M. GOLDSMITH
MITCHELL C. FREDERICK
ARASH BERAL
BRIAN J. BERGMAN
ELINA GEYKHER

LAW OFFICES OF
BERGMAN & DACEY, INC.
SERVICE ■ LOYALTY ■ SOLUTIONS
LOS ANGELES
10880 WILSHIRE BLVD, SUITE 900 LOS ANGELES, CALIFORNIA 90024
TEL: 310.470.6110 FAX: 310.474.0931
ORANGE COUNTY
17762 COWAN, SUITE 200 IRVINE, CA 92614-6097
TEL: 949.494.1393 FAX: 949.494.8963

OF COUNSEL
MARK W. WATERMAN
LEAH S. BERGMAN
KRISTI SJOHOLM-SIERCHIO
ROBERT D. BERGMAN
PATRICK S. KNIGHTLY
NICHOLAS BROWNING III
JAMES L. KEANE
RICHARD A. FOND
LLOYD A. BERGMAN (1923-1994)
RICHARD V. GODINO (1929-2001)

November 3, 2010

OUR FILE NO: 1024.02

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

Re: RFQ 10-0809 – General Legal Services

Dear Ms. Fluent

Bergman & Dacey, Inc. wishes to extend its current contract with the Capistrano Unified School District for an additional twelve (12) months. Our rate structure will remain as is. The rates are:

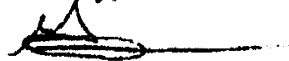
Shareholders/Of Counsel - \$250.00

Associate - \$225.00

Paralegal - \$115.00

Please do not hesitate to contact me with any questions. Thank you.

Sincerely,



GREGORY M. BERGMAN

GMB/cd

EXTENSION OF AGREEMENT NO. I1011110

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

MTGL, INC.

Independent Contractor Agreement No. C01011110 called for an original 12-month contract covering the period of January 12, 2011, through January 11, 2012.

The contract with MTGL, Inc., shall be extended an additional twelve (12) months for the period January 12, 2012, through January 11, 2013, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on January 11, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

MTGL, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9200/FAX: 248-9563 www.capousd.org

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ANNA BRYSON

LYNN HATTON

SUE PALAZZO

SUPERINTENDENT
JOSEPH M. FARLEY, Ed.D.

November 14, 2011

Steven Koch
MTGL, Inc.
2992 E. La Palma, Suite A
Anaheim, CA 92806

Subject: RFQ 5-1011 – Special Inspections & Materials Testing Services

Dear Mr. Koch:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on January 11, 2012.

Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to reduce your fees for services by 10% for the renewal period January 12, 2012 through January 11, 2013. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Thursday, November 17, 2011.**

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Terry Fluent
Director, Purchasing

enc.



Geotechnical Engineering Construction Inspection Materials Testing Environmental

Central Dispatch
(800) 491-2990

Office Locations

Corporate Branch
Orange County

2992 E. La Palma,
Suite A
Anaheim, Ca 92806

Tel: 800 491-2990
Fax: 714 632-2974

Branch Offices

Indio

Los Angeles /
Ventura County

San Bernardino /
Riverside

San Diego /
Imperial Counties

Certifying Agencies

State of California
D.S.A
OSHDP
American Assoc. of
State Highways
Cal Trans
CCRL
Cement & Concrete
Reference
Laboratory

Los Angeles
LA County
LA City
MTA

Orange County
Orange County
Environmental
Management Agency

San Diego
San Diego City
San Diego County
SD Water Authority

Inland Empire
City of Riverside
County of Riverside

Capistrano Unified School District
33122 Vallejo Road
San Juan Capistrano, Ca 92675

Attention: Ms. Terry Fluent

RE: PROPOSED RATES FOR TESTING AND INSPECTION

MTGL has supplied services to the Capistrano School District for over 12 years. Over the last two years we have been asked to reduce fees which we have complied with to the extent of a 17 % reduction in fees.

In our research MTGL is still over three dollars per hour less than our competitor which was recently awarded the Performing Arts Center. A 10 % reduction in our fees would be below the current prevailing wage required to field personnel. MTGL wishes once again to be seen as a team member and will offer a 5% reduction limiting our gross profit to less than \$ 4.00 per hour. We ask to be reconsidered for the work as a consultant who has complied with the last three requests to lower our fees. In addition MTGL has deleted minimum charges for services.

MTGL reduction in rates is attached for your use

Sincerely,
MTGL, Inc.

Steven Koch
Senior Vice President

Encl.: Prevailing Wage Schedule of Fees dated January 1, 2012 – January 1, 2012

November 17, 2011
P-11-621

CLIENT: _____

BY: _____

TITLE: _____

DATE: _____

TESTING SERVICES ACCEPTED

INSPECTION SERVICES ACCEPTED

Earthwork/Lab

- ☒ Soils
☒ Aggregates
☒ Asphalt Concrete

Earthwork/Field

- ☒ Soil Compaction

Earthwork

- ☒ Fill Placement
☒ Foundation
☒ Caissons/Piles

Reinforcing Steel

- ☒ Re-Bar Tension and Bend
☐ Multi-Wire Strand
☐ Chemical Analysis

Reinforcing Steel

- ☒ Welding

Concrete

- ☒ Concrete Cylinders
☒ Concrete Cores
☒ Tensile Splitting
☒ Flexural Beams
☒ Shotcrete Cores
☒ Lightweight Concrete Fill Cores
☒ Mix Designs
☒ Gypsum
☒ Post Installed Anchors

Concrete

- ☒ Batch Plant
☒ Re-Bar and Concrete Placement
☒ Pre-Stressed Concrete
☒ Shotcrete
☐ Fiber Reinforced Concrete
☒ Epoxy Injection
☒ Reinforced Gypsum
☒ Post Installed Anchors

Masonry

- ☒ Masonry Units
☒ Mortar and Grout
☒ Masonry Prisms
☒ Masonry Cores
☒ Masonry Shear
☐ Shrinkage

Masonry

- ☒ Batch Plant
☒ Masonry Placement
☒ Post Installed Anchors

Structural Metals

- ☒ Welding
☒ High Strength Bolting
☒ Spray-Applied Fireproofing

Metals/Lab

- ☒ Tension -Shapes
☒ Bend -Shapes
☐ HS Bolt -Tension
☐ HS Bolt -Hardness
☐ Impact

Metals/Field - N.D.T

- ☒ Liquid Penetrant
☒ Magnetic Particle
☒ Ultrasonic
☐ Radiographic

Wood

- ☐ Light Gage Metal Plate Trusses
☐ Glued Laminated Timber Fabrication
☐ Timber Connector Installation
☐ Hybrid Trusses Fabrication
☐ Wood-Joists

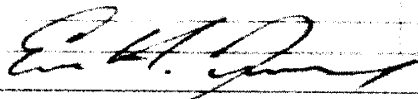
Roofing

- ☒ Tiles
☐ Built-Up

Other:

Other:

Approved by



Date June 13, 2008

Division of the State Architect LEA Acceptance for MTGL, Inc. LEA 044 is effective until April 6, 2012.



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

August 6, 2009

Metro File # 1199

Marianne Sierra
MTGL, Inc.
2992 E. La Palma Ave., Suite A
Anaheim, CA 92806

RE: Minority/Women-Owned Business Enterprise Certification

Dear Ms. Sierra:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Minority/Women-Owned Business Enterprise (M/WBE) as required under the Metro M/WBE Program. Your firm will be listed in the Metro M/WBE database of certified M/WBEs under the following specific areas of expertise:

<u>NAICS (2007)</u>	<u>Description</u>
541380	Testing Laboratories

Your M/WBE certification is good for two years from the date of this letter and applies only for the above NAICS 2007 codes. Requests for additional or revised NAICS 2007 codes must be made in writing to Metro. After the two-year certification period, your entire file will be reviewed in order to ascertain continued M/WBE certification status. You will be notified of the pending M/WBE status review and any documentation updates necessary prior to the expiration date.

Should any changes occur that could affect your certification status, such as changes in your firm's name, business/mailling address, ownership, management or control, please notify Metro immediately. Your M/WBE certification is subject to review at any time.

Metro reserves the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading, or incorrect information. Metro also reserves the right to request additional information and/or conduct on-site visits at any time during the certification period. The firm thereby consents to the examination of its books, records, and documents by the Metro.

Congratulations, and thank you for your interest in Metro's M/WBE Program.

Sincerely,



Lucille Coleman

Manager, EEO Programs & Small Business Certification

MEI BAN "BEN" LO, PHD, R.G.E., R.C.E.
CHIEF GEOTECHNICAL ENGINEER

EDUCATION

- Ph.D. (1981) Geotechnical Engineering, Century University
- M.S. (1964) Geotechnical Engineering, McMaster University
- B.S. (1964) Geotechnical Engineering, McMaster University

CERTIFICATIONS

- Geotechnical Engineer: California (G-2088)

**PROFESSIONAL
SUMMARY**

Dr. Lo has more than 38 years experience in the field of Geotechnical and Civil Engineering, Construction Material Testing and Inspection.

He has prepared numerous geotechnical investigations submitted to the Department of the State Architect in conjunction with requirements set forth by the Department of Toxic Substance Control for school and university projects

His experience includes investigation and stabilization design, remedial design for distressed structures. His role in geotechnical investigations vary depending on the nature of development and routinely include identification of groundwater level, soil classification and characteristics. The recommendations provide specific information on the anticipated equipment to be utilized for the earthwork in the construction. Specific information will be provided for grading, slope, retaining wall, foundations, underground utilities, and pavement design.

**PROJECT
EXPERIENCE**

- Newport Mesa Unified School District
- Alhambra High School District
- Paramount Unified School District
- Long Beach Unified School District
- Glendale Unified School District
- Anaheim Union High School District
- Placentia Unified School District
- Orange School District
- Orange Coast Community College
- Cypress College
- Fullerton College
- Goldenwest College
- University of California, Riverside
- University of California, Irvine
- Los Angeles City Community College
- Los Angeles Mission Community College
- Los Angeles Valley College
- University of California Cal Poly Pomona
- Glendale Community College

Capistrano Unified School District

Excellence in Education



32972 Calle Perfecto, San Juan Capistrano, California 92675

Telephone (949) 489-7000

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Executive Director
Maintenance & Operations

MARK BAUER
Director
Construction

MICHAEL PATTON
Director
Transportation

DAWN DAVEY
Coordinator II
Food and Nutrition Services

CHRISTINA SANGSTER
Coordinator II
Food and Nutrition Services

June 4, 2003

To Whom It May Concern:

Over the years Montaña Testing & Geotechnical, Inc. (MTGL) has been our testing lab on 10 projects. They have always provided outstanding performance. Steve Koch stays on top of the project, keeps the district informed and ensures all test reports are received in a timely manner. Steve Koch personally handles any issues the district may have in a very professional manner.

I would have no reservations in recommending MTGL to any other school district needing their services.

Sincerely,

Mark R. Bauer
Director
Construction Department

MRB:jw

JW C:MyDoc.Memo.MTGL 6-4-03



Serving the Southern California communities of:
Aliso Viejo • Coto de Caza • Dana Point • Ladera Ranch • Laguna Niguel • Las Flores • Mission Viejo • Rancho Santa Margarita • San Clemente • San Juan Capistrano • Toluca
www.capousd.org

September 5, 2007

Re: Letter of Recommendation for MTGL

To Whom It May Concern:

For the past fifteen years, Coast Community College District has had a business relationship with MTGL for various projects at Orange Coast College, Golden West College, Coastline College and at the District site. MTGL has provided services for geotechnical reports, construction special inspection, and material testing. During the last five years, MTGL has completed at least fifteen geotechnical reports and has been part of the inspection team on at least twenty construction projects.

The District's relationship with MTGL has been so successful that currently MTGL is working on five construction projects. Each special inspector assigned to a project is knowledgeable about construction and governing regulations, efficient, hard-working and a team player. MTGL is very efficient at supplying the District with test results. I normally have copies of all test results in my office within a week of the test date.

I can always count on MTGL responding to a request for proposal in a timely manner and even working with the District on rush projects. About a year ago, I contacted Mark Charlet at MTGL regarding an old District project that had not been properly DSA approved. This project at our Orange Coast College campus was preventing the College from getting DSA approval for a new project at the gymnasium. Mark worked with me on finding a solution to our problem and went as far as to reassign one of his special technicians to our structural project to get the appropriate testing completed to get final DSA approval of this old construction project.

In closing, based on my working relationship with MTGL, I can unreservedly recommend MTGL to you for geotechnical reports and DSA inspection services. Please feel free to contact me at (714) 438-4673 for any additional information.

Sincerely,

Ardith Richey
Ardith Richey

Director of Facilities & Planning

cc Mark Charlet

Board of Trustees
Chancellor
Administrative Services
Employment Benefits
Environmental Health & Safety

(714) 438-4848
(714) 438-4888
(714) 438-4736
(714) 438-4727
(714) 438-4728

Human Resources
Information Services
Instructional Services
Internal Auditor
International Education

(714) 438-4707
(714) 438-4747
(714) 438-4698
(714) 438-4602
(714) 438-4703

Physical Facilities
Public Affairs
Purchasing
Risk Services
Vocational Education
Instructional Research

(714) 438-4646
(714) 438-4606
(714) 438-4686
(714) 438-4689

(714) 438-4706

AASHTO Materials Reference Laboratory

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R18 Labs

Public Web Report

AASHTO R18 Accreditation Directory

MTGL, Inc.

Mr. Michael Landon

2992 East La Palma Avenue Suite A Anaheim, CA 92806



Hot Mix Asphalt - accredited since 10/22/2003

T328 - D1560 (Stability) D1561 D2041 D2172 D2726 D3203 D3666 D5444 D6926

Soil - accredited since 10/22/2003

D1140 D1557 D2216 D2419 D2844 D3740 D4318

Aggregate - accredited since 2/15/2001

C40 C117 C127 C128 C136 C566 C1077 D2419 D3666

Portland Cement Concrete - accredited since 11/20/2003

C31 (Cylinders) C39 C138 C143 C172 C173 C231 C617 C1064 C1077 C1231

Masonry - accredited since 5/1/2006
C1093

CMU: C140 (Sampling, Measurement, Absorption, Compressive Strength) C1552

Metals - accredited since 10/10/2008

A615 Deformed and Plain Carbon-Steel Bars: Tensile Strength (A370), Bend Test (E290)

CONTRACTOR'S NAME: MTGL, Inc.

CONTRACT No. 11011110



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and MTGL, Inc. hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Special Inspections & Materials Testing per scope and fee schedule, RFQ No. 5-1011

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on January 12, 2011, and will diligently perform as required and complete performance by January 11, 2012.

CONTRACTOR'S NAME: MTGL, Inc. CONTRACT No. 11011110

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed n/a Dollars (\$ n/a).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: Hourly rate per fee schedule, RFQ 5-1011 for Special Inspections & Materials Test. PO to be issued for services

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: n/a

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

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: n/a

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

CONTRACTOR'S NAME: MTGL, Inc.

CONTRACT No. 11011110

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

CONTRACTOR'S NAME: MTGL, Inc.

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to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

CONTRACTOR'S NAME: MTGL, Inc.

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to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

CONTRACTOR'S NAME: MTGL, Inc.

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contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:

Terry Fluent, Director, Purchasing

Capistrano Unified School District

33122 Valle Road

San Juan Capistrano, CA 92675

CONTRACTOR:

MTGL, Inc.

Steven Koch

2992 E. La Palma, Ste. A

Anaheim, CA 92806

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

CONTRACTOR'S NAME: MTGL, Inc.

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

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

- | | | |
|------------|---|---|
| a. Exhibit | A | <u>RFQ No. 5-1011 Proposal as submitted on October 21, 2010</u> |
| b. Exhibit | B | <u>Schedule of Fees</u> |
| c. Exhibit | C | <u></u> |

THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF January, 2011.

Capistrano Unified School District

Name of District

By: 

Terry Fluent

Typed Name

Director, Purchasing

Title

January 11, 2011

Board Approval Date

MTGL, Inc.

Contractor Name

Signature: 

STEVEN Keck

Typed or Printed Name

Sr. Vice President

Title

33-0580168

Taxpayer Identification Number

Part Two | Litigation



MTGL does not have any terminations for default, litigation settled, entered within the past five years or pending. Furthermore MTGL and its principles do not have any convictions for filing false claims.

Part Three | Fees, Insurance and Indemnification

MTGL is pleased to submit hourly rates to provide services to the Capistrano Unified School District. The following pages include our schedule of fees. MTGL understands that prevailing wage rates apply. In an effort to further MTGL's relationship with the District all rates for inspection will be offered at a discounted rate of \$68.00 per hour.

MTGL understands that the District's Request for Proposal requested a monthly rate. However without knowing the number of technicians and number of hours per week required, it is not possible to a monthly rate at this time.

In addition, MTGL is willing to execute the District's Standard Form of Agreement, included in the RFP as Exhibit A. Furthermore, MTGL meets and exceeds all insurance requirements set by the district. Currently MTGL is capable of providing \$10,000,000.00 in insurance coverage.



Corporate Office: 2992 E. La Palma Ave., Suite A, Anaheim, CA 92806
Orange County Tel: (714) 632-2999 Fax: (714) 632-2974
Branch Offices:
San Diego / 6295 Fernis Square, Suite C, San Diego, CA 92121
Imperial Tel: (858) 537-3999 Fax: (858) 537-3990
Inland Empire 14667 Meridian Pkwy., Bldg. 2A, Riverside, CA 92518
 Tel: (951) 653-4999 Fax: (951) 653-4666
Desert 44917 Golf Center Pkwy., #1, Indio, CA 92201
 Tel: (760) 342-4677 Fax: (760) 342-4525

PREVAILING WAGE

SCHEDULE OF FEES

P-10-674

EFFECTIVE JULY 1, 2010 – JULY 1, 2011

MTGL, Inc. is a woman-owned, minority-business-enterprise. Our facilities have been structured and professionally staffed to provide our clients with comprehensive services in the field of Construction Inspection and Testing, Geotechnical Engineering, Engineering Geology, and Environmental Services.

GEOTECHNICAL ENGINEERING	Planning and feasibility studies, preliminary and final design, grading and foundation plan reviews, observation, testing, verification and engineering consultation during construction.
CONSTRUCTION INSPECTION	Field inspection by registered deputy inspectors.
ROOFING INSPECTION	Field inspection by qualified technicians.
ENGINEERING INVESTIGATIONS	Evaluation of existing and damaged structures.
PAVEMENT MANAGEMENT	Design, failure investigations, remedial measures.
CONSTRUCTION ENGINEERING	Materials, specifications, quality assurance, expert testimony.
PHYSICAL TESTING	Construction materials, structural systems.
NON-DESTRUCTIVE EXAMINATION	Ultrasonic, magnetic particle, dye penetrant.
RESEARCH	Product and process development, reliability testing.
ENVIRONMENTAL / INDUSTRIAL HYGIENE	Asbestos & lead-paint based consultation, project design, monitoring & management, remediation planning environmental site assessments, thermographic imaging, indoor air quality testing, mold screening & consultation, water intrusion & investigation.

Exhibit B

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CONSTRUCTION SERVICES

PROFESSIONAL SERVICES

Principal Engineer / Geologist	\$ 175.00 Per Hour
Registered Civil Engineer / Geologist	\$ 125.00 Per Hour
Staff Engineer / Geologist	\$ 95.00 Per Hour
Inspection / Laboratory Supervisor	\$ 95.00 Per Hour
Project Manager	\$ 95.00 Per Hour
Draftsperson	\$ 70.00 Per Hour
Word Processing	\$ 55.00 Per Hour
Review of files for processing affidavits and certifications required by various Governmental Agencies	\$ 95.00 Per Hour
Legal Consultation, Expert Witness and Court Appearances (Minimum 4 Hours)	\$ 325.00 Per Hour

ENVIRONMENTAL SERVICES

Certified Asbestos Consultant	\$ 85.00 Per Hour
Certified Asbestos Inspector	\$ 65.00 Per Hour
Certified Asbestos Project Manager	\$ 75.00 Per Hour
Certified Asbestos Project Designer	\$ 75.00 Per Hour
Certified Site Surveillance Technician	\$ 65.00 Per Hour
On-Site 582 Certified Microscopist	\$ 65.00 Per Hour
Certified Lead Inspector / Assessor	\$ 65.00 Per Hour
Certified Lead Project Monitor	\$ 65.00 Per Hour
Certified Industrial Hygienist	\$ 180.00 Per Hour
Environmental Site Assessment (Phase I)	\$ 95.00 Per Hour
Environmental Site Assessment (Phase II)	\$ 95.00 Per Hour
Industrial Hygienist	\$ 100.00 Per Hour

(Prices based on 2 Hour Minimum & Test Samples Additional)

PROJECT SERVICES

Pile Driving / Deep Foundation Inspection	\$ 95.00 Per Hour
Special Inspection	\$ 68.00 Per Hour
Multi-Certified Inspector	\$ 68.00 Per Hour
Roofing Technician	\$ 68.00 Per Hour
Batch Plant (Concrete or Asphalt)	\$ 68.00 Per Hour
Technician - Laboratory and Field	\$ 68.00 Per Hour
Soils/Asphalt Technician	\$ 68.00 Per Hour
Ultrasonic, Dye Penetrant, or Magnetic Particle Inspection	\$ 85.00 Per Hour
Pachometer, Schnudt Hammer Elcometer Torque	\$ 80.00 Per Hour
Pull-Out Test on Embedded Bolts, Anchors and Dowels	\$ 80.00 Per Hour
Concrete, Masonry, Asphalt Coring or Sawing	\$ 140.00 Per Hour
Floor Flatness Levelness (Inc Equipment)	\$ Cost + 15 %
Emissivity	\$ 85.00 Per Hour
Ground Rod Test	\$ 85.00 Per Hour

EQUIPMENT

Pick-Up and Delivery - Miscellaneous	\$ 50.00 Per Hour
Skidmore Bolt Cell w/ Torque Wrench	\$ 65.00 Per Day
Skidmore-Wilhelm Bolt Cell	\$ 40.00 Per Day
Torque Wrench	\$ 25.00 Per Day
Air Meter	\$ 40.00 Per Day
Pachometer	\$ 55.00 Per Day
Schmidt Hammer	\$ 40.00 Per Day
Ultrasonic Equipment	\$ 50.00 Per Day
Magnetic Particle Equipment	\$ 50.00 Per Day
Dye Penetrant Equipment	\$ 40.00 Per Day
Jacking Assembly	\$ 60.00 Per Day
Nuclear Density Gauge	\$ 70.00 Per Day
Mobile Soils Laboratory/Truck	\$ 50.00 Per Day
Coring Equipment	\$ 100.00 Per Day
Emissivity Test Kit	\$ 40.00 Each
Ground Rod Equipment	\$ 40.00 Per Day

TESTING MACHINES

Testing Machine with Operator in Laboratory	
0 - 60,000 Pound Machine (Universal)	\$ 155.00 Per Hour
800,000 Pound Machine (Universal)	\$ 250.00 Per Hour

CONCRETE

STRENGTH CHARACTERISTICS

A.S.T.M.

C39	Concrete Cylinders (6" x 12")	
	W/ Mold	\$ 18.00 Each
C495	Lightweight Fill Concrete (3" x 6")	\$ 25.00 Each
C39	Concrete or Gunite Cores, 6" Maximum Diameter, Including Trim	\$ 40.00 Each
C496	Splitting Tensile	\$ 65.00 Each
C78	6" x 6" Beams, Modulus of Rupture	\$ 65.00 Each
	Handling Charge, Cylinders Not Broken/Hold	\$ 10.00 Each
	Handling Charge, Beams Not Broken/Hold	\$ 40.00 Each
C469	Modulus of Elasticity	\$ 125.00 Each

MIX DESIGN

A.S.T.M.

C192	Laboratory Trial Batch with Slump, and 6 Cylinders, Unit Weight, Air (Sampling Extra)	\$ 350.00 Per Pt
	Mix Design, Determination of Proportions	\$ 175.00 Each
	Review of Existing Mix Design	\$ 225.00 Each

MISCELLANEOUS TESTING

C567	Unit Weight of Hardened Light Weight Concrete	\$ 50.00 Each
C684	Rapid Cure Concrete Cylinders (Boil Method)	\$ 40.00 Each
C157	Drying Shrinkage (3 Bars - Four Readings, up to 90 Days)	\$ 250.00 Set
C495	Lightweight Fill Concrete Density	\$ 40.00 Each

MASONRY

STRENGTH CHARACTERISTICS

C109	Mortar Cylinders (2" x 4") w/ mold	\$ 22.00 Each
C1019	Mortar Cubes (2" x 2") w/ mold	\$ 22.00 Each
	Grout (3" x 6") w/ mold	\$ 22.00 Each
	Handling Charge, Mortar or Prisms Not Broken/Hold	\$ 10.00 Each
C140	Block Compression 8" x 8" x 16"	\$ 45.00 Each
C140	Block Compression 8" x 8" x 16"	\$ 55.00 Each
C1314	Grouted Masonry Prism Compression Test $\leq 8" \times 8" \times 16"$	\$ 125.00 Each
C1314	Grouted Masonry Prism Compression Test $> 8" \times 8" \times 16"$	Quotation
	Handling Charge, Grouted Prisms Not Broken/Hold	\$ 75.00 Each

BLOCK

A.S.T.M.

C140	Moisture Content and Absorption	\$ 60.00 Each
C140	Measurements	\$ 35.00 Each
C67	Masonry Efflorescence	\$ 45.00 Each
C426	Linear Shrinkage (CMA Method)	\$ 125.00 Each
	Rapid Linear Shrinkage (British Modified Method)	\$ 100.00 Each
	Block Conformance Package	Quotation
C952	Bond Strength	\$ 50.00 Each
UBC21.6	Masonry Core - Compression	\$ 40.00 Each
UBC21.6	Masonry Core - Shear	\$ 65.00 Each

BRICK**A.S.T.M.**

C67	Compression.....	\$ 40.00	Each
C67	Modulus of Rupture.....	\$ 40.00	Each
C67	Absorption, Soak.....	\$ 30.00	Each
C67	Absorption, Boil.....	\$ 30.00	Each
C67	Absorption, Saturation Coefficient.....	\$ 40.00	Each
C67	Initial Rate of Absorption.....	\$ 40.00	Each
C67	Efflorescence.....	\$ 50.00	Each
C67	Efflorescence with Mortar.....	\$ 65.00	Each

STEEL**REINFORCEMENT****A.S.T.M.**

A615/706	Tensile No. 11 Bar and Smaller.....	\$ 45.00	Each
A615/706	Tensile No. 14.....	\$ 100.00	Each
A615/706	Tensile No. 18.....	\$ 175.00	Each
	Mech. Splice Tensile Up to No. 11.....	\$ 100.00	Each
	Mech. Splice No. 14.....	\$ 150.00	Each
	Mech. Splice No. 18.....	\$ 300.00	Each
	Mech. Splice w/Slip.....	\$ 250.00	Each
A615/706	Bend Test No. 11 Bar and Smaller.....	\$ 35.00	Each
A615/706	Bend Test No. 14.....	\$ 50.00	Each
A615/706	Bend Test No. 18.....	\$ 100.00	Each
	Processing Mill Certificates (Per Size and Heat).....	\$ 20.00	Each

STRUCTURAL STEEL**A.S.T.M.**

A370	Tensile Strength.....	\$ 75.00	Each
	Up to 100,000 lbs.....	\$ 90.00	Each
	100,000 to 200,000 lbs.....	\$ 35.00	Each
	Bend Test.....	\$ 50.00	Each
	Pipe Flattening Test.....	\$ 45.00	Each
	Bolt Tensile Test.....	\$ 35.00	Each
	Bolt Proof Test.....	\$ 30.00	Each
	Nut Proof Test.....	\$ 45.00	Each
	Nelson Stud Tensile Test.....	\$ 35.00	Each
	Machining and Preparation of Samples.....	\$ 35.00	Each
	Brinell & Rockwell Hardness Test.....	\$ 25.00	Each
	Processing Mill Certificates (Per Size and Heat).....	\$ 75.00	Each
	Chemical Analysis.....		

PRESTRESS**A.S.T.M.**

A416	Prestress Cable, 7 Wire (Yield / Tensile).....	\$ 150.00	Each
A416	Prestress Wire (Yield / Tensile).....	\$ 140.00	Each
	Sample Preparation.....	\$ 45.00	Per Hour

WELD PROCEDURE AND WELDER QUALIFICATIONS

Welder Certification (AWS).....	\$ 75.00	Per Hour
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STRUCTURAL STEEL COUPON

Weld Tensile Test.....	\$ 50.00	Each
Weld Bend Test.....	\$ 40.00	Each
Weld-Macro Etch.....	\$ 75.00	Each
Machining and Preparation of Samples.....	\$ 35.00	Each

FIREPROOFING

UBC 7-6	Unit Weight.....	\$ 35.00	Each
ASTM-736	Adhesion/Cohesion.....	\$ 45.00	Each

ROOFING

Unit Weight.....	\$ 55.00	Each
Roof Cut Analysis.....	\$ 500.00	Each
Tile (Breaking Strength/Abs.....	\$ 75.00	Each
Mineral Shake - Flexural.....	\$ 60.00	Each
Mineral Shake - Absorption.....	\$ 60.00	Each

SOIL AND AGGREGATE**CLASSIFICATION****A.S.T.M.**

C136	Sieve Analysis (Coarse).....	\$ 90.00	Each
C136	Sieve Analysis (Fine).....	\$ 90.00	Each
C117	Sieve Analysis (Fine, Washed).....	\$ 95.00	Each
D1140	#200 Wash.....	\$ 50.00	Each
C117	Sieve Analysis - Combined.....	\$ 105.00	Each
D422/C136	Hydrometer with Sieve Analysis.....	\$ 175.00	Each
D4318	Liquid and Plastic Limit.....	\$ 115.00	Each
CAL TM 217	Sand Equivalent (Set of Three).....	\$ 80.00	Set
D2419			
CAL TM 227	Cleaness Value.....	\$ 230.00	Each
D2974	Organic Content.....	\$ 75.00	Each

PHYSICAL CHARACTERISTICS**A.S.T.M.**

C127	Specific Gravity and Absorption (Fine).....	\$ 125.00	Each
C128	Specific Gravity and Absorption (Coarse).....	\$ 100.00	Each
C127	Specific Gravity (Coarse).....	\$ 70.00	Each
C128/D854	Specific Gravity (Fine).....	\$ 70.00	Each
D2216	Moisture Content.....	\$ 25.00	Each
D3080	Direct Shear Quick Undisturbed.....	\$ 150.00	Each
	Direct Shear Slow Undisturbed.....	Quotation	
D3080	Direct Shear Quick Remolded.....	\$ 200.00	Each
	Direct Shear Slow Remolded.....	Quotation	
D2166	Unconfined Compression.....	\$ 75.00	Each
D2435	Consolidation - Time Rate.....	\$ 275.00	Each
D2435	Consolidation - Without Time Rate.....	\$ 225.00	Each
UBC 18-2	Expansion Index.....	\$ 125.00	Each
D4829			
D2434	Permeability - Undisturbed.....	\$ 225.00	Each
D2434	Permeability - Remolded.....	\$ 250.00	Each

SUBGRADE SUPPORT QUALITY**A.S.T.M.**

D1883	Bearing Ratio w/o M. D. Curve - Per Point.....	\$ 125.00	Each
CAL TM 301	R-Value (3 Points).....	\$ 225.00	Each
D2844			
	Lime, Cement or Bituminous Treatment available upon request		

DENSITY CHARACTERISTICS**A.S.T.M.**

D2937	Moisture / Density (Ring).....	\$ 25.00	Each
D1557-A,B	Maximum Density.....	\$ 150.00	Each
D1557-C	Maximum Density.....	\$ 160.00	Each
D698-A,B	Maximum Density.....	\$ 120.00	Each
D698-C	Maximum Density.....	\$ 130.00	Each
	Check Point (Maximum Density).....	\$ 75.00	Each
C29	Unit Weight - Loose.....	\$ 50.00	Each
C29	Unit Weight - Rodded.....	\$ 75.00	Each
CAL TM 216	Maximum Density.....	\$ 175.00	Each
	Rock Correction.....	\$ 75.00	Each

CHEMICAL PROPERTIES**CAL TMs**

532/643	Resistivity.....	\$ 75.00	Each
532/643	pH.....	\$ 45.00	Each
CAL TM 417	Sulphate.....	\$ 55.00	Each
CAL TM 422	Chloride.....	\$ 55.00	Each
	Corrosivity Series.....	\$ 165.00	Each
	Chemical Analysis.....	\$ 75.00	Each

Exhibit B

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AGGREGATE PROPERTIES**A.S.T.M.**

C131	LA Abrasion	\$ 150.00 Each
C535	LA Abrasion	\$ 175.00 Each
C88	Soundness	\$ 300.00 Each
C40	Organic Impurities	\$ 75.00 Each
C142	Clay Lumps - Finable Particles	\$ 100.00 Each
C123	Coal & Lignite	\$ 100.00 Each
	Percent Elongation - Flats	\$ 175.00 Each
CAL TM 205	Percent Crushed	\$ 150.00 Each
CAL TM 229	Durability	\$ 150.00 Each

ASPHALT CONCRETE**GENERAL TESTING****A.S.T.M.**

D2172	Bitumen Content	\$ 125.00 Each
D5444	Gradation of Extracted Sample	\$ 90.00 Each
D1188	Unit Weight - Molded Specimen or Cores	\$ 75.00 Each
D2041	Theoretical Maximum Density	\$ 125.00 Each
CAL TM 304	Compacted Maximum Density - HVEEM	\$ 150.00 Each
D1560/61	Compacted Maximum Density - MARSHALL	\$ 175.00 Each
D6926	Stripping	\$ 100.00 Each

MIX DESIGN / CONTROL**A.S.T.M.**

CAL TM 336	Mix Design - HVEEM including Aggregate Tests - Per Design	\$2,250.00 Each
D1560/61	Mix Design - MARSHALL including Aggregate Tests - Per Design	\$2,500.00 Each
D6926/27	Field Mix - HVEEM - Stability Per Point	\$ 175.00 Each
CAL TM 336	Field Mix - MARSHALL-Stability Per Point	\$ 200.00 Each

MISCELLANEOUS**Specimen Pick-Up**

Flexural Beams (\$70.00 Minimum)	\$ 35.00 Each
Masonry Prism up to 8" x 8" x 16" (\$70.00 Minimum)	\$ 50.00 Each
Masonry Prism, Larger than 8" x 8" x 16"	Quotation
Gunite and Shotcrete Test Panels	\$ 75.00 Each
Fireproofing Samples	\$ 50.00 Per Trip
Sample Pick Up	\$ 50.00 Per Hour

BASIS OF CHARGES

1. A two hour minimum show-up charge will be incurred for all scheduled field services not canceled before 4:00 p.m. of the preceding day. Minimum charges will be in conjunction with Department of Industrial Labor Regulations.
2. An overtime premium of time and one-half will be charged for any personnel services in excess of eight hours per day, up to and including twelve hours per day, and Saturday. Double time will be charged for over twelve hours in any one day, Sunday and Holidays. Holidays are New Years Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day. High priority laboratory testing at the Client's request which requires unscheduled overtime is subject to a 50% increase from the standard rates.
3. Swing (2nd) and graveyard (3rd) shift will be charged at regular rates plus 15% and 20% respectively.
4. Sampling, specification review, discussion, and report preparation for field testing are charged at hourly rates. A minimum charge of \$100.00 will be made for issuance of any engineering reports. Engineering review time of all field reports is estimated to be 2 hours per week. The charge for weekly report distribution is 1 hour per week.
5. There will be no charge for travel time and mileage within a 50 mile radius of our nearest office for deputy inspection only. For projects outside a 50 mile radius and less than 100 miles, the mileage rate will be 50 cents per mile. Engineers, Consultants, Supervisors and Technicians are charged portal to portal with minimums from the nearest office to site of work and return, unless otherwise noted. Combination of services will be billed at the applicable higher hourly rate for the day.
6. Reimbursable expenses such as parking, air fare, car rental, food and lodging will be charged at cost plus 20%, unless provided. Subsistence on remote jobs by quotation, unless provided.
7. Outside services performed by others and direct costs expended on the Client's behalf are charged at cost plus 20%, unless otherwise noted.
8. Certified Payrolls will be supplied upon request at a cost of \$75.00 per pay period.
9. There will be a minimum project set-up fee of \$250 for obtaining plans, specifications, accounting/distribution information and filing of preliminary liens. Invoicing is performed on a monthly basis. Past due account will accumulate interest charges at the rate of 1% per month.
10. Prices for tests not quoted or discounts for volume work will be given upon request.

EXTENSION OF AGREEMENT NO. I1011109

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

KNOWLAND CONSTRUCTION SERVICES

Independent Contractor Agreement No. C01011109 called for an original 12-month contract covering the period of January 12, 2011, through January 11, 2012.

The contract with Knowland Construction Services, shall be extended an additional twelve (12) months for the period January 12, 2012, through January 11, 2013, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on January 11, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Knowland Consulting Services

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT 55



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9200/FAX: 248-9563 www.capousd.org

BOARD OF TRUSTEES
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ELLEN M. ADDONIZIO

ANNA BRYSON

LYNN HATTON

SUE PALAZZO

SUPERINTENDENT
JOSEPH M. FARLEY, Ed. D.

November 14, 2011

Chris Knowland
Knowland Construction Services
2181 East Foothill Blvd.
Pasadena, CA 91107

Subject: RFQ 4-1011 – DSA Approved Inspector of Record (IOR)

Dear Mr. Knowland:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on January 11, 2012.

Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to reduce your fees for services by 10% for the renewal period January 12, 2012 through January 11, 2013. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Thursday, November 17, 2011.**

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Terry Fluent
Director, Purchasing

enc.

SERVING THE COMMUNITIES OF:

ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO
RANCHO SANTA MARGARITA • SAN CLEMENTE • SAN JUAN CAPISTRANO

Knowland

CONSTRUCTION SERVICES

DSA INSPECTORS

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

November 15,, 2011

Dear Terry,

We are in receipt of your letter dated November 14, 2011 requesting a 10% reduction in rates due to financial hardships for Capistrano Unified School District in the current economic environment. Knowland Construction Services very much wants to continue working with Capistrano Unified School District and would like to extend our contract. We are willing to work with you to minimize all costs to the District and would like to sit down and discuss possible ways Capistrano Unified School District may be able to reduce costs associated with the project.

Knowland Construction Services is very much aware of the economic environment over the past several years, and in fact, took these conditions into consideration when providing our original rates for Capistrano Unified School District. KCS is currently not making 10% profit on the rates accepted by The District.

Knowland Construction Services rates charged to Capistrano Unified School District were between 10% and 15% lower than other bids received by the District at the time of the original proposal. Additionally, KCS has not requested any yearly rate multipliers, and has provided many of hours of work for which we did not bill the District. Additionally, KCS has agreed to bill straight time rates for over-time work which is normally billed at time and a half as an industry standard, and most likely included on other proposals received by the District.

KCS is currently working ins several districts near Capistrano Unified School District and are charging between 10% and 20% more than we are billing your District. The latest rates KCS has provided for our most recent bid is as follows:

<u>Most Recent Bid Rates</u>		<u>OT</u>	<u>Capistrano Unified School District Rates</u>		<u>OT</u>
DSA Class I	\$98.00/hour	1 1/2	DSA Class I	\$73.00/ hour	Straight
DSA Class II	\$92.00/hour	1 1/2	DSA Class II	\$64.00/hour	Straight
DSA Class III	\$88.00/hour	1 1/2	DSA Class III	\$60.00/hour	Straight
Assistant to IOR	\$68.00/hour	1 1/2	Assistant to IOR	\$56.00/hour	Straight

<u>Closest Orange County Current Rates</u>		<u>OT</u>
DSA Class I	\$84.36/hour	Straight
DSA Class II	\$78.00/hour	Straight
DSA Class III	\$68.00/hour	Straight
Assistant to IOR	\$66.00/hour	Straight

KCS will do what we can to reduce costs to the District and is willing to perform additional work at reduced rates, however we have already reduced rates to Capistrano Unified School District because we took into consideration district budget hardships. We would be willing to sit down to discuss ways in which we may provide added services or reduce costs to the District. We look forward to meeting with you to discuss. Thank you.

Respectfully,

Christopher Knowland
President

Knowland Construction Services
Phone: (626) 786-4331 / Fax: (626) 794-5706 / Email: chrisknowland@msn.com

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CONTRACTOR'S NAME: Knowland Construction Services

CONTRACT No. 11011109



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Knowland Construction Services hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** DSA Approved Inspector of Record (IOR) per scope and fee schedule, RFQ No. 4-1011

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on January 12, 2011, and will diligently perform as required and complete performance by January 11, 2012.

CONTRACTOR'S NAME: Knowland Construction Services **CONTRACT No.** 11011109

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed n/a Dollars (\$ n/a).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: Hourly rate per fee schedule, RFQ No. 4-1011 for DSA Approved Inspector of Record. PO to be issued for service.

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: n/a

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

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: n/a

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

CONTRACTOR'S NAME: Knowland Construction Services CONTRACT No. 11011109

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

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CONTRACTOR'S NAME: Knowland Construction Services

CONTRACT No. 11011109

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

CONTRACTOR'S NAME: Knowland Construction Services

CONTRACT No. 11011109

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

CONTRACTOR'S NAME: Knowland Construction Services

CONTRACT No. 11011109

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:

Terry Fluent, Director, Purchasing

Capistrano Unified School District

33122 Valle Road

San Juan Capistrano, CA 92675

CONTRACTOR:

Knowland Construction Services

Chris Knowland

2181 East Foothill Blvd.

Pasadena, CA 91107

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

CONTRACTOR'S NAME: Knowland Construction Services CONTRACT No. 11011109

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

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>RFQ No. 4-1011 Proposal as submitted October 21, 2010</u>
b. Exhibit	B	<u>Schedule of Fees</u>
c. Exhibit	C	<u></u>

THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF January, 2011.

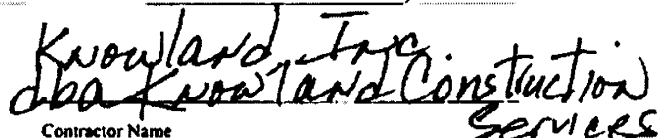
Capistrano Unified School District
Name of District


By: 

Terry Fluent
Typed Name

Director, Purchasing
Title

January 11, 2011
Board Approval Date


Contractor Name

Signature: 

Diane Knowland
Typed or Printed Name

President CFO
Title

20-4112757
Taxpayer Identification Number

Knowland Construction Services

SCHEDULE OF FEES - Capistrano Unified School District

<u>PROJECT INSPECTORS</u>	<u>HOURLY RATE</u>	<u>MONTHLY</u>
DSA Class I Senior Project Inspector	\$73.00	\$12,200.00
DSA Class I Project Inspector	\$71.00	\$11,900.00
DSA Class II Project Inspector	\$64.00	\$10,200.00
DSA Class III Project Inspector	\$60.00	\$9,600.00
DSA Assistant to the IOR	\$56.00	\$8,960.00
AWS/CWI Inspector	\$66.00	\$10,560.00
In-plant – TL Shields (MEM) Elevators	\$4,200/module	-
In-plant Portable Classroom	\$950.00/module	-

All fees and arrangements are negotiable. Knowland Construction Services will not charge overtime for the first 10 hours of each day, and will utilize comp time when possible. KCS has an excellent reputation for working with Districts to minimize the cost of inspection and testing.

KCS proposes to utilize A DSA Class I Project Inspector for the Pool and a DSA Class I Project Inspector for the Performing Arts Center.

SPECIAL INSPECTORS & TECHNICIANS

Knowland Construction Services will provide a special inspection Testing Plan and can provide an RFQ template for Testing Labs that will minimize testing requirements for the project, enable the District to receive accurate competitive bids, and reduce the overall cost to the District.

ADDITIONAL

Quoted Rates include all Liability, Workers Compensation, Auto Insurances and other insurances required in the RFQ. Standard documentation includes Daily Reports, Semi-monthly Reports, Digital Photography, and documentation listed in the RFQ. KCS works closely with the Construction Manager and Architect to provide documentation which will minimize contractor claims, including documenting work installed, scheduling & coordination conflicts.

All phones, fax, computers, cameras, autos, office supplies, in fee schedule.

Capistrano Unified School District 2010

Exhibit B

EXTENSION OF AGREEMENT NO. I1011111

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

NINYO & MOORE

Independent Contractor Agreement No. C01011111 called for an original 12-month contract covering the period of January 12, 2011, through January 11, 2012.

The contract with Ninyo & Moore, shall be extended an additional twelve (12) months for the period January 12, 2012, through January 11, 2013, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on January 11, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Ninyo & Moore

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT 56



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9200/FAX: 248-9563 www.capousd.org

BOARD OF TRUSTEES
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ELLEN M. ADDONIZIO

ANNA BRYSON

LYNN HATTON

SUE PALAZZO

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

November 14, 2011

Tino Rodriguez
Ninyo & Moore
475 Goddard, Suite 200
Irvine, CA 92618

Subject: RFQ 5-1011 – Special Inspections & Materials Testing Services

Dear Mr. Rodriguez:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on January 11, 2012.

Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to reduce your fees for services by 10% for the renewal period January 12, 2012 through January 11, 2013. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Thursday, November 17, 2011.**

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Terry Fluent
Director, Purchasing

enc.

November 17, 2011
Project No. 208238002

Ms. Terry Fluent
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675

Subject: Contract for Inspection and Testing Services
Capistrano Valley High School Performing Arts Project
Mission Viejo, California

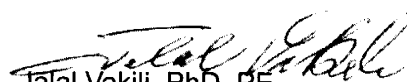
Dear Ms. Fluent:

We have received your letter describing the financial situation of the state's public education system. The letter requests a 10 percent discount for future services performed on the project, starting on January 12, 2012, for the extension of the contract. Our current contract expires on January 11, 2012. Due to the recent increases in prevailing wages that we are required to pay by law, we unfortunately will not be able to discount the field technician's and inspector's rates. However, considering the situation described in your letter, we will discount all other staff types and laboratory testing rates by 10 percent. This letter is also to confirm that Ninyo & Moore would like to extend the current contract. Per your request, we have attached a copy of the current pricing sheet (rates) and presented the proposed pricing discounts in an adjacent column.

Ninyo & Moore appreciates the opportunity to provide services on this project and we look forward to continuing our services.

Respectfully submitted,
NINYO & MOORE


A. Tino Rodriguez
Principal, Construction Services


Jalal Vakili, PhD, PE
Principal Engineer

AR/JV/mlc

Attachments: Proposed Schedule of Fees
Proposed Schedule of Fees for Laboratory Testing

Distribution: (1) Addressee (via e-mail)

PROPOSED SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL	CURRENT RATE	DISCOUNTED RATE
Principal Engineer/Geologist/Environmental Scientist	\$ 139	125
Senior Engineer/Geologist/Environmental Scientist	\$ 133	120
Senior Project Engineer/Geologist/Environmental Scientist	\$ 127	114
Project Engineer/Geologist/Environmental Scientist	\$ 123	111
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 109	98
Staff Engineer/Geologist/Environmental Scientist	\$ 96	86
GIS Analyst	\$ 96	86
Field Operations Manager	\$ 85	85
Supervisory Technician*	\$ 85	85
Nondestructive Examination Technician, UT, MT, LP*	\$ 85	85
Pull Test Technician and Equipment*	\$ 85	85
Senior Field/Laboratory Technician*	\$ 71	71
Field/Laboratory Technician*	\$ 71	71
ACI Concrete Technician*	\$ 71	71
Concrete/Asphalt Batch Plant Inspector	\$ 71	71
Special Inspector, Reinforced Concrete*	\$ 71	71
Special Inspector, Pre-stressed Concrete*	\$ 71	71
Special Inspector, Reinforced Masonry*	\$ 71	71
Special Inspector, Structural Steel*	\$ 71	71
Special Inspector, Welding, AWS*	\$ 71	71
Special Inspector, Fireproofing*	\$ 71	71
Technical Illustrator/CAD Operator	\$ 69	62
Geotechnical/Environmental/Laboratory Assistant	\$ 53	48
Information Specialist	\$ 52	47
Data Processing, Technical Editing, or Reproduction	\$ 44	40

OTHER CHARGES

Expert Witness Testimony	\$ 360	324 /hr
Concrete Coring Equipment (includes one technician)	\$ 145	145 /hr
Special Preparation of Standard Test Specimens	\$ 64	58 /hr
Inclinometer Usage	\$ 32	30 /hr
Vapor Emission Kits	\$ 30	27 /kit
Rebar Locator (Pachometer)	\$ 10	9 /hr
Nuclear Density Gauge Usage	\$ 9	0 /hr
Field Vehicle Usage	\$ 8	8 /hr
Direct Project Expenses		Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.		

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 2-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

*Indicates rates that are based on Prevailing Wage Determination made by the State of California, Director of Industrial Relations on a semiannual basis. Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project.

INVOICES

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninjo & Moore's Work Authorization and Agreement.

ALL RATES BELOW WILL BE REDUCED BY 10 PERCENT

PROPOSED SCHEDULE OF FEES FOR LABORATORY TESTING

Laboratory Test, Test Designation, and Price Per Test

Soils		
Atterberg Limits, D 4318, CT 204.....	\$ 145	
California Bearing Ratio (CBR), D 1883.....	\$ 440	
Chloride and Sulfate Content, CT 417 & CT 422.....	\$ 135	
Consolidation, D 2435, CT 219.....	\$ 275	
Consolidation - Time Rate, D 2435, CT 219.....	\$ 70	
Direct Shear - Remolded, D 3080.....	\$ 290	
Direct Shear - Undisturbed, D 3080.....	\$ 250	
Durability Index, CT 229.....	\$ 150	
Expansion Index, D 4829, UBC 18-2.....	\$ 165	
Expansion Potential (Method A), D 4546.....	\$ 145	
Expansive Pressure (Method C), D 4546.....	\$ 145	
Geofabric Tensile and Elongation Test, D 4632.....	\$ 165	
Hydraulic Conductivity, D 5084.....	\$ 300	
Hydrometer Analysis, D 422, CT 203.....	\$ 190	
Moisture, Ash, & Organic Matter of Peat/Organic Soils.....	\$ 110	
Moisture Only, D 2216, CT 226.....	\$ 30	
Moisture and Density, D 2937.....	\$ 39	
Permeability, CH, D 2434, CT 220.....	\$ 230	
pH and Resistivity, CT 643.....	\$ 140	
Proctor Density D 1557, D 698, CT 216, &.....	\$ 180	
AASHTO T-180 (Rock corrections add \$80)		
R-value, D 2844, CT 301.....	\$ 250	
Sand Equivalent, D 2419, CT 217.....	\$ 90	
Sieve Analysis, D 422, CT 202.....	\$ 110	
Sieve Analysis, 200 Wash, D 1140, CT 202.....	\$ 90	
Specific Gravity, D 854.....	\$ 90	
Triaxial Shear, C.D, D 4767, T 297.....	\$ 390	
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt.....	\$ 330	
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt.....	\$ 190	
Triaxial Shear, U.U., D 2850.....	\$ 140	
Unconfined Compression, D 2166, T 208.....	\$ 100	
Wax Density, D 1188.....	\$ 90	
Roofing		
Built-up Roofing, cut-out samples, D 2829.....	\$ 165	
Roofing Materials Analysis, D 2829.....	\$ 500	
Roofing Tile Absorption, (set of 5), UBC 15-5.....	\$ 190	
Roofing Tile Strength Test, (set of 5), UBC 15-5.....	\$ 190	
Masonry		
Brick Absorption, 24-hour submersion, C 67.....	\$ 45	
Brick Absorption, 5-hour boiling, C 67.....	\$ 55	
Brick Absorption, 7-day, C 67.....	\$ 60	
Brick Compression Test, C 67.....	\$ 45	
Brick Efflorescence, C 67.....	\$ 45	
Brick Modulus of Rupture, C 67.....	\$ 40	
Brick Moisture as received, C 67.....	\$ 35	
Brick Saturation Coefficient, C 67.....	\$ 50	
Concrete Block Compression Test, 8x8x16, C 140.....	\$ 60	
Concrete Block Conformance Package, C 90.....	\$ 440	
Concrete Block Linear Shrinkage, C 426.....	\$ 120	
Concrete Block Unit Weight and Absorption, C 140.....	\$ 55	
Cores, Compression or Shear Bond, CA Code.....	\$ 55	
Masonry Grout, 3x3x6 prism compression, UBC 21-18.....	\$ 30	
Masonry Mortar, 2x4 cylinder compression, UBC 21-16.....	\$ 30	
Masonry Prism, half size, compression, UBC 21-17.....	\$ 110	
Concrete		
Cement Analysis Chemical and Physical, C 109.....	\$ 1,650	
Compression Tests, 6x12 Cylinder, C 39.....	\$ 22	
Concrete Mix Design Review, Job Spec.....	\$ 140	
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI.....	\$ 750	
Concrete Cores, Compression (excludes sampling), C 42.....	\$ 55	
Drying Shrinkage, C 157.....	\$ 250	
Flexural Test, C 78.....	\$ 50	
Flexural Test, C 293.....	\$ 55	
Flexural Test, CT 523.....	\$ 60	
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI.....	\$ 250	
Jobsite Testing Laboratory.....	Quote	
Lightweight Concrete Fill, Compression, C 495.....	\$ 40	
Petrographic Analysis, C 856.....	\$ 1,100	
Splitting Tensile Strength, C 496.....	\$ 80	
Reinforcing and Structural Steel		
Fireproofing Density Test, UBC 7-6.....	\$ 55	
Hardness Test, Rockwell, A-370.....	\$ 50	
High Strength Bolt, Nut & Washer Conformance, set, A-32.....	\$ 120	
Mechanically Spliced Reinforcing Tensile Test, ACI.....	\$ 95	
Pre-Stress Strand (7 wire), A 416.....	\$ 140	
Chemical Analysis, A-36, A-615.....	\$ 120	
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706.....	\$ 50	
Structural Steel Tensile Test: Up to 200,000 lbs. (machining extra), A 370.....	\$ 70	
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI.....	\$ 55	
Asphalt Concrete		
Asphalt Mix Design, Caltrans.....	\$ 2,200	
Asphalt Mix Design Review, Job Spec.....	\$ 150	
Extraction, % Asphalt, including Gradation, D 2172, CT 310.....	\$ 215	
Film Stripping, CT 302.....	\$ 100	
Hveem Stability and Unit Weight CTM or ASTM, CT 366.....	\$ 195	
Marshall Stability, Flow and Unit Weight, T-245.....	\$ 215	
Maximum Theoretical Unit Weight, D 2041.....	\$ 120	
Swell, CT 305.....	\$ 165	
Unit Weight sample or core, D 2726, CT 308.....	\$ 90	
Aggregates		
Absorption, Coarse, C 127.....	\$ 35	
Absorption, Fine, C 128.....	\$ 35	
Clay Lumps and Friable Particles, C 142.....	\$ 100	
Cleaness Value, CT 227.....	\$ 120	
Crushed Particles, CT 205.....	\$ 140	
Durability, Coarse, CT 229.....	\$ 130	
Durability, Fine, CT 229.....	\$ 130	
Los Angeles Abrasion, C 131 or C 535.....	\$ 180	
Mortar making properties of fine aggregate, C 87.....	\$ 275	
Organic Impurities, C 40.....	\$ 55	
Potential Reactivity of Aggregate (Chemical Method), C 289.....	\$ 390	
Sand Equivalent, CT 217.....	\$ 90	
Sieve Analysis, Coarse Aggregate, C 136.....	\$ 105	
Sieve Analysis, Fine Aggregate (including wash), C 136.....	\$ 105	
Sodium Sulfate Soundness (per size fraction), C 88.....	\$ 160	
Specific Gravity, Coarse, C 127.....	\$ 75	
Specific Gravity, Fine, C 128.....	\$ 85	

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

CONTRACTOR'S NAME: Ninyo & Moore

CONTRACT No. 11011111



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and **Ninyo & Moore** hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Special Inspections & Materials Testing per scope and fee schedule, RFQ No. 5-1011

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on January 12, 2011, and will diligently perform as required and complete performance by January 11, 2012.

CONTRACTOR'S NAME: Ninyo & Moore

CONTRACT No. 11011111

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed n/a Dollars (\$ n/a).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: Hourly rate per fee schedule, RFQ 5-1011 for Special Inspections & Materials Testing. PO to be issued for svcs

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: n/a

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

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: n/a

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

CONTRACTOR'S NAME: Ninyo & Moore

CONTRACT No. 11011111

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

CONTRACTOR'S NAME: Ninyo & Moore

CONTRACT No. 11011111

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

CONTRACTOR'S NAME: Ninyo & Moore

CONTRACT No. 11011111

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

CONTRACTOR'S NAME: Ninyo & Moore

CONTRACT No. J1011111

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:

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

CONTRACTOR:

Ninyo & Moore
Tino Rodriguez
475 Goddard, Suite 200
Irvine, CA 92618

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

CONTRACTOR'S NAME: Ninyo & Moore

CONTRACT No. 11011111

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

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

- | | | |
|------------|---|--|
| a. Exhibit | A | RFQ No. 5-1011 Proposal as submitted on October 21, 2010 |
| b. Exhibit | B | <u>Schedule of Fees</u> |
| c. Exhibit | C | <u>Special Terms & Conditions to Agreement</u> |

THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF January, 2011.

Capistrano Unified School District

Name of District

By: J. Trent

Ninyo & Moore

Contractor Name

Signature: Jalal Vakili

Terry Fluent

Typed Name

Jalal Vakili, RCE 45350

Typed or Printed Name

Director, Purchasing

Title

Principal Engineer

Title

January 11, 2011

Board Approval Date

33-0269828

Taxpayer Identification Number

4. FEES, INSURANCE, AND INDEMNIFICATION

SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist	\$ 139
Senior Engineer/Geologist/Environmental Scientist	\$ 132
Senior Project Engineer/Geologist/Environmental Scientist	\$ 127
Project Engineer/Geologist/Environmental Scientist	\$ 123
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 109
Staff Engineer/Geologist/Environmental Scientist	\$ 96
GIS Analyst	\$ 96
Field Operations Manager	\$ 85
Supervisory Technician*	\$ 85
Nondestructive Examination Technician (UT, MT, LP)	\$ 85
Pull Test Technician and Equipment*	\$ 85
Senior Field/Laboratory Technician*	\$ 71
Field/Laboratory Technician*	\$ 71
ACI Concrete Technician*	\$ 71
Concrete/Asphalt Batch Plant Inspector	\$ 71
Special Inspector Reinforced Concrete*	\$ 71
Special Inspector Pre-stressed Concrete*	\$ 71
Special Inspector Reinforced Masonry*	\$ 71
Special Inspector Structural Steel*	\$ 71
Special Inspector Welding (AWS)*	\$ 71
Special Inspector Fireproofing*	\$ 71
Technical Illustrator/CAD Operator	\$ 69
Geotechnical/Environmental/Laboratory Assistant	\$ 53
Information Specialist	\$ 52
Data Processing, Technical Editing, or Reproduction	\$ 44

OTHER CHARGES

Expert Witness Testimony	\$ 360/hr
Concrete Coring Equipment (includes one technician)	\$ 145/hr
Special Preparation of Standard Test Specimens	\$ 64/hr
Inclinometer Usage	\$ 32/hr
Vapor Emission Kits	\$ 30/kit
Rebar Locator (Pachometer)	\$ 10/hr
Nuclear Density Gauge Usage	\$ 9/hr
Field Vehicle Usage	\$ 8/hr
Direct Project Expenses	Cost plus 15%
Laboratory testing, geophysical equipment, and other special equipment provided upon request	

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 2-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

Indicates rates that are based on Prevailing Wage Determination made by the State of California, Director of Industrial Relations on a semiannual basis. Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project.

INVOICES

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

SCHEDULE OF FEES FOR LABORATORY TESTING
Laboratory Test, Test Designation, and Price Per Test

Soils					
Atterberg Limits, D 4318, CT 204	\$	145			
California Bearing Ratio (CBR), D 1883	\$	440			
Chloride and Sulfate Content, CT 417 & CT 422	\$	135			
Consolidation, D 2435, CT 219	\$	275			
Consolidation - Time Rate, D 2435, CT 219	\$	75			
Direct Shear - Remolded, D 3080	\$	290			
Direct Shear - Undisturbed, D 3080	\$	250			
Durability Index, CT 229	\$	150			
Expansion Index, D 4829, UBC 18.2	\$	155			
Expansion Potential (Method A), D 4546	\$	145			
Expansive Pressure (Method C), D 4546	\$	145			
Geotextile Tensile and Elongation Test, D 4632	\$	165			
Hydraulic Conductivity, D 5084	\$	300			
Hydrometer Analysis, D 422, CT 203	\$	190			
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$	110			
Moisture Only, D 2216, CT 226	\$	30			
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Permeability, CH, D 2434, CT 220	\$	230			
pH and Resistivity, CT 643	\$	140			
Proctor Density D 1557, D 698, CT 216, & AASHTO T-180 (Rock corrections add \$80)	\$	180			
R-value, D 2844, CT 301	\$	250			
Sand Equivalent, D 2419, CT 217	\$	90			
Sieve Analysis, D 422, CT 202	\$	110			
Sieve Analysis, 200 Wash, D 1140, CT 202	\$	90			
Specific Gravity, D 854	\$	90			
Triaxial Shear, C.D., D 4767, T 297	\$	390			
Triaxial Shear, C.U., with pore pressure, D 4767, T 2297 per pt.	\$	330			
Triaxial Shear, C.U., with pore pressure, D 4767, T 2297 per pt.	\$	190			
Triaxial Shear, U.U., D 2850	\$	140			
Unconfined Compression, D 2166, T 208	\$	100			
Wax Density, D 1188	\$	90			
Roofing					
Built-up Roofing, cut-out samples, D 2829	\$	165			
Roofing Materials Analysis, D 2829	\$	500			
Roofing Tia Absorption, (set of 5), UBC 15-5	\$	190			
Roofing Tile Strength Test, (set of 5), UBC 15-5	\$	193			
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Brick Compression Test, C 67	\$	45			
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Brick Modulus of Rupture, C 67	\$	40			
Brick Moisture as received, C 67	\$	35			
Brick Saturation Coefficient, C 67	\$	50			
Concrete Block Compression Test, 8x8x16, C 140	\$	60			
Concrete Block Conformance Package, C 90	\$	440			
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Cement Analysis Chemical and Physical, C 159	\$	650			
Compression Tests, 6x12 Cylinder, C 39	\$	22			
Concrete Mix Design Review Job Spec	\$	140			
Concrete Mix Design per Trial Batch, 6 cylinder, AASHTO	\$	150			
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Drying Shrinkage, C 157	\$	250			
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Flexural Test, C 293	\$	55			
Flexural Test, CT 523	\$	60			
Gunite/Shotcrete Panels, 3 cut cores per panel and test, A.C.I.	\$	250			
Job Site Testing Laboratory					Quote
Lightweight Concrete Fill, Compression, C 436	\$	40			
Petrographic Analysis, C 656	\$	100			
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Structural Steel Tensile Test Up to 200,000 lbs (machining extra), A 370	\$	70			
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Absorption, Fine, C 128	\$	35			
Clay Lumps and Friable Particles, C 142	\$	100			
Cleanliness Value, CT 227	\$	120			
Crushed Particles, CT 205	\$	140			
Durability Coarse, CT 229	\$	130			
Durability Fine, CT 229	\$	130			
Los Angeles Abrasion, C 131 or C 535	\$	180			
Mortar making properties of fine aggregate, C 87	\$	275			
Organic Impurities, C 40	\$	55			
Potential Reactivity of Aggregate (Chemical Method), C 289	\$	390			
Sand Equivalent, CT 217	\$	90			
Sieve Analysis Coarse Aggregate, C 136	\$	105			
Sieve Analysis Fine Aggregate (including wash), C 136	\$	105			
Sodium Sulfate Soundness (per size fraction), C 88	\$	160			
Specific Gravity, Coarse, C 127	\$	75			
Specific Gravity, Fine, C 128	\$	85			

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

SPECIAL TERMS AND CONDITIONS TO AGREEMENT
CONTRACT NO. 11011111

Delete Article 10. Hold Harmless in its entirety.

Replace with:

Article 10. Indemnities: Consultant agrees to and does hereby indemnify, but shall have no obligation to defend the DISTRICT and its governing board, officers and employees.

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) other damages arising out of (1) or (2) above, sustained by the CONTRACTOR or any firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, agents or by any third party.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property to the extent actually caused by any negligent act, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, agents or by any third party.

Exhibit C



Amendment to 403(b)/457(b) Service Agreement

This Amendment to Agreement is made this ____ day of December 2011, between SchoolsFirst Federal Credit Union, called "SchoolsFirst FCU" and Capistrano Unified School District, hereinafter called "District."

WITNESSETH

The District and SchoolsFirst FCU do mutually agree as follows:

1. To amend that certain agreement entered into on March 20, 2009, to provide Third Party Administration of the District's 403(b) and 457(b) plans.
 - a. By extending the contract completion date from December 31, 2011 to be through December 2013
2. Except as amended herein, the terms and conditions of this agreement effective March 20, 2009, shall remain in full force and effect.

IN WITNESS WHEREOF, said parties have executed this amendment as of the date first above written>

SchoolsFirst Federal Credit Union

Capistrano Unified School District

By: _____
AUTHORIZED REPRESENTATIVE

By: _____
AUTHORIZED REPRESENTATIVE

Carolina Silva
PRINT NAME

PRINT NAME

Vice President, Investment and Retirement
TITLE

TITLE

DATE

DATE

EXHIBIT 57

**National Benefit Services, Inc.
and
SchoolsFirst Federal Credit Union
And
Capistrano Unified School District**

**SERVICE AGREEMENT
403(b) & 457(b) PLANS**

This Agreement is hereby entered into by and between National Benefits Services, Inc., hereinafter referred to as "Company" and SchoolsFirst Federal Credit Union, hereinafter referred to as "SchoolsFirst FCU", and Capistrano USD hereinafter referred to as "Employer" and collectively referred to as the Parties for the purpose of this Agreement.

The parties hereby agree as follows:

1.0 ADMINISTRATIVE DUTIES

Company will perform services as Third Party Administrator as required for the proper administration of Employer's retirement plans that qualify under IRC Sections 403(b) and 457(b) ("the Plans"). The Company shall be charged with the duties of the general administration of the Plan, including, but not limited to, the following:

- (a) Company will assist Employer in maintaining its provider retirement plan meeting operational, compliance, and administrative guidelines under Section 403(b) and 457(b) of the Internal Revenue Code of 1986 ("the Code"). All rights, privileges, and responsibilities for establishing the terms and conditions of the Plan, implementation of the Plan, and managing the Plan in all respects other than with respect to those matters which are the duties of the SCHOOLSFIRST FCU or the Company as described in this Agreement and/or in the Plan, will be at the sole discretion and direction of the Employer as Plan Sponsor. Company will review and make recommendations to the Employer or such other person designated by the Employer with regard to any plan changes that may be required to assist the Employer with continuing compliance;
- (b) Company will determine the eligibility of participants to receive benefits and make contributions to the Plans;
- (c) Company will maintain all necessary records for the administration of the Plans and file any necessary returns relating to the plans;
- (d) Company will create and maintain a database of information provided by Employer or its designee and Employer's employees to monitor applicable contribution limits under IRC Sections 403(b), 402(g), and 415(c). The database will establish and monitor the maximum allowable contribution ("MAC") limit for each participant in the Plans. Company shall make all reasonable efforts to prevent excess deferrals during the tax year. Company

will rely exclusively on information provided by the Employer and employee in establishing allowable limits and performing any required calculations;

- (e) Company will coordinate procedures to properly correct contributions made in excess of maximum allowable contribution limits, if any, with the participant and investment option provider; and
- (f) Company agrees to assist Employer or its designee to share encrypted employee data and to receive retirement plan contributions for the Plans via electronic payroll deductions. Each pay period, Employer or their designee will remit retirement plan contributions for its employees to the Company via ACH/EFT or Fed Wire; and Employer or its designee will provide an ASCII text file or other electronic file of employee data from Employer's payroll system via encrypted Internet transmission.
- (g) During the term and renewal terms(s) of this agreement, Company will remain a technical resource for Employer and Employer's employees, and will provide ongoing services to resolve operational, administrative, and compliance issues.
- (h) Company agrees to make available for Employer copying and review all plan records in its possession or control upon receipt of written request from Employer.
- (i) Company will also assist Employer in preparing and establishing a written loan policy and in processing loan applications as well as unforeseeable emergency distributions.

2.0 EMPLOYER RESPONSIBILITIES

The Employer will provide information for each employee participating in the Plans necessary for Company to establish an information database, and to establish the Maximum Allowable Contribution limits and monitoring as set forth in Article 1.0. If necessary, information not available to Employer may be provided by Employer's employees. Employer acknowledges the importance of obtaining accurate data from the Employer's employees and agrees to facilitate the gathering of information from employees in any manner that is reasonable and permitted within IRS and State procedure, and that allows the Company to perform its duties under this Agreement. Employer understands that the Maximum Allowable Contributions are based solely on information provided to Company by Employer and Employer's employees.

3.0 SCHOOLSFIRST FCU RESPONSIBILITIES

- (a) SCHOOLSFIRST FCU will assist participants regarding their rights, benefits, or elections available under the provider plans and assist employees in completing any necessary forms for participation;
- (b) SCHOOLSFIRST FCU will facilitate the collection of Provider Agreements and act as employer's liaison to answer questions and inquiries from providers. Company will notify Employer and make recommendations regarding any provider or potential provider who does not agree to cooperate with all

administrative and compliance procedures as established by the Company, and/or with the terms of the Provider Agreement;

- (c) SCHOOLSFIRST FCU will receive and process all Salary Reduction Agreements for all participants of the plans;
- (d) SCHOOLSFIRST FCU will provide the Employer with timely information of any additions or changes that may be required for payroll processing as a result of an addition, change or termination of a Salary Reduction Agreement;
- (e) SCHOOLSFIRST FCU agrees to assist Employer to establish an employee education program that satisfies federal and state regulation requirements. The education program will be designed to meet the specific needs of the Employer and Employer's employees, including online website education resources, written material, and voluntary workshops.

4.0 TERM

In consideration for the performance of the services delineated herein, Employer promises and agrees that the Company shall be the exclusive third party administrator, for the performance of said services with respect to the Employer's retirement plans that qualify under IRC Sections 457(b) and 403(b), for a period of three (3) years, beginning the effective date of this Agreement and ending the December 31 following the second anniversary of the effective date of the Agreement. Upon mutual agreement of the parties, this Agreement may be renewed for one additional two (2) year term.

The Company or the Employer may terminate this Agreement for any reason upon thirty (30) days' written notice, but such termination shall in no manner affect any liability of the Company incurred prior to such termination. However, the Employer may terminate this Agreement at any time in the event of material and/or recurring breaches by the Company of its obligations hereunder.

5.0 INDEMNIFICATION

The Company shall defend, hold harmless, and indemnify the Employer and its governing board, their officers, employees, and agents, from every claim, obligation, demand and suit at law or equity, which may arise out of, be connected with or be made by reason of the breach of the Company or SchoolsFirst FCU of the terms and provisions of this Agreement, and shall satisfy any judgment rendered or settlement against any indemnified parties, except for liability resulting from the gross negligence, willful misconduct, actual fraud or criminal conduct, of an indemnified party. The Employer shall notify the Company within a reasonable amount of time upon the receipt of any such claim, demand or suit. The Company also agrees to indemnify the Employer for penalties and interest payments imposed by the Internal Revenue Service, the Department of Labor or any other regulatory agency as a direct result of services provided under this Agreement, or the failure by the Company or SchoolsFirst FCU to provide services as required under this Agreement, including inaccurate MAC limits provided by Company, so long as the information provided by the Employer and the employee/participant is materially accurate and complete.

6.0 MISCELLANEOUS PROVISIONS

6.1 Status as Investment Companies

The Company warrants that at all times, the Investment Companies or providers are regulated investment companies within the meaning of IRC Sections 403(b)(7)(c) and 851(a), are described as regulated investment companies in their current prospectuses declared effective under the securities Act of 1933, are eligible investments for the the Plans and are registered for sale with the State of California. The Company shall advise the providers of all requirements and rely on reasonable representations made by them.

6.2 Withholding

The Company shall instruct the provider or other disbursing agent to comply with all applicable withholding rules relating to distributions to employees and beneficiaries, and advise the provider to file all required information returns relating to such distributions.

6.3 Privacy of Employee Information

Company acknowledges that in the course of carrying out its duties under this Agreement it may receive confidential information relating to the Employer's employees. Company, its agents or affiliates, agrees not to use such information beyond the purpose for which it was provided and not to disclose such confidential information to other parties, other than its agents or affiliates as required for Company to fulfill the responsibilities as stated in this Agreement, except to the extent required by the Internal Revenue Service, by law, or with the consent of the Employer or employee. Additionally, Company, its agents or affiliates agree to take appropriate steps to secure such confidential information from misuse or unauthorized disclosure.

6.4 Solicitation and Directives.

The Company, its agents, and representatives shall comply with all pertinent written directives from the Employer regarding the solicitation of employees of the Employer and the purchase of Accounts and Annuities. No contact of employees shall be made on premises of the Employer in person by telephone or by other means except as approved by the Employer.

6.5 Cooperation from Company.

Company shall, in the event of an audit by the Internal Revenue Service, an internal audit by Employer or a third party firm designated by the Employer, or in any other instance in which Employer requires it, promptly provide necessary information as requested by Employer for 403(b) or 457(b) accounts held by Company for employees of Employer.

6.6 Prior Agreements.

This Agreement supersedes and replaces any and all prior agreements of the Company regarding the offering and administering of Accounts and Annuities to employees of the Employer.

6.7 Alteration of Terms

No alteration or variation of the terms of this Agreement shall be valid unless the parties mutually consent in writing to such alterations or variations.

6.8 Governing Law/Venue.

This Agreement shall be construed, administered and enforced in accordance with the laws of the State of California, and in conformity with IRC Section 403(b) and 457(b). The Parties specifically agree and recognize that all disputes between the Parties, their agents, affiliates, representatives, employees, successors or assigns, arising directly or indirectly from the services and obligations contemplated by this Agreement or any contemporaneous agreement between the Parties, shall be determined by binding arbitration to the full extent provided by law. The Parties agree that such arbitration shall be held in the State of California, in the County of Orange, before a panel of three neutral arbitrators under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon an award of the arbitrators may be entered and enforced in any court having jurisdiction. The Parties to such dispute will equally share the fees and expenses of the arbitrators. The Parties agree that the prevailing Party in any such arbitration, as determined by the arbitrators, shall be entitled to reasonable attorney's fees and expert witness fees. The Parties specifically waive the right to seek remedies in court, including the right to jury trial. Nothing herein shall be interpreted to limit the rights of any Party to seek injunctive or equitable relief pending arbitration.

6.9 Severability

If any provision of the Agreement is determined to be illegal, unenforceable, or invalid, the remaining provisions of this agreement shall not be affected and shall remain in force and effect.

6.10 Assignment

The company and SCHOOLSFIRST FCU shall not assign any rights or obligations under this agreement to a third party without the written consent of the Employer.

6.11 Extraordinary Circumstances

No Party to this agreement shall be held responsible for the delay or failure to perform services obligations under this Agreement when such delay or failure is due to fire, flood, epidemic, strike, an act of God or any public enemy, unusually severe weather, failure or malfunction of any electronic, electric or mechanical equipment, legislative or regulatory acts of any public authority, delays or defaults caused by public carriers, or other circumstances which cannot reasonably be forecast or provided against.

6.12 Limitation of Authority to Act

No Party to this agreement shall have any authority to incur any expense or obligation of any kind or nature, in the name of or on behalf of any other Party, without express written authority.

6.13 Insurance Requirements.

The Company, at its sole cost and expense, shall insure its activities in connection with the work under this Agreement and obtain, keep in force and maintain insurance as follows:

- a. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
 - i. Each Occurrence \$1,000,000
 - ii. Products/Completed Operations Aggregate \$1,000,000
 - iii. Personal and advertising Injury \$1,000,000
 - iv. General Aggregate (Not applicable to the comprehensive Form \$1,000,000

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this agreement.

- b. Professional Liability Insurance with a limit of \$1,000,000 per occurrence. If this insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
- c. Worker's Compensation as required by California State Law to be carried by SchoolsFirst FCU.

It should be expressly understood, however, that the coverage and limits referred to under a, b and c, shall not in any way limit the liability of the Company. The Company shall furnish the Employer with certificates of insurance evidencing compliance with all requirements prior to commencing work under this Agreement. Such certificates shall:

- (a) Provide for thirty (30) days advance written notice to the Employer of any modification, change, or cancellation of any of the above insurance coverage.
- (b) Indicate that the Employer has been endorsed as an insured under the coverage referred to under a. above.
- (c) Include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the Employer.

It should be further understood that the provisions under (b) and (c) above shall only apply in proportion to and to the extent of the negligent act or omissions of the Company, its officers, agents or employees.

6.14 Conflict of Interest

During the course of this Agreement, should conflicts of interest arise between Company and Employer, Company shall immediately notify Employer of conflict.

6.15 Compliance with Law.

Company shall be subject to and shall comply with all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including but not limited to: licensing, employment and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination.

6.16 Employer shall have no financial obligation to Company or SCHOOLSFIRST FCU for services performed by them pursuant to this Agreement.

6.17 Independent Contractor

Company and SchoolsFirst FCU, in the performance of this Agreement, shall be and act as independent contractors. Company and SchoolsFirst FCU understand and agree that they and all of their employees shall not be considered officers, employees or agents of the employer, and are not entitled to benefits of any kind or nature normally provided employees of the Employer and/or to which Employer's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Company and SchoolsFirst FCU assume the full responsibility for the acts and/or omissions of their employees or agents as they relate to the services to be provided under this Agreement. Company and SchoolsFirst FCU shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to their employees.

CONTACT PERSONS FOR PURPOSES OF THIS AGREEMENT.

NBS CONTACT PERSON

Name Evan Stephens

Phone 800-274-0503 x111

Mailing Address as to this Agreement:

8805 S. Sandy Parkway

Sandy, UT 84070

SCHOOLSFIRST FCU CONTACT PERSON

Name Jane Eichenbaum

Phone 714-258-4324

Mailing Address as to this Agreement:

15222 Del Amo Avenue

Tustin, CA 92780

EMPLOYER CONTACT PERSON

Name Matthew Krause

Phone (949) 234-9396

Mailing Address as to this Agreement:

Capistrano Unified School District

33122 Valle Road

San Juan Capistrano, CA 92675

EXECUTION OF AGREEMENT

NATIONAL BENEFIT SERVICES, INC.

By: 
AUTHORIZED REPRESENTATIVE

Paul Lowell
PRINT NAME

President
TITLE

4/2/09
DATE

87-0435134
FEDERAL TAX IDENTIFICATION NUMBER

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: 
AUTHORIZED REPRESENTATIVE

Terry Fluent
PRINT NAME

Director, Purchasing
TITLE

3/20/09
DATE

SCHOOLS FIRST FCU

By: 
AUTHORIZED REPRESENTATIVE

JANE A Eichenbaum
PRINT NAME

VP Member Service
TITLE

3/25/09
DATE

ADOPTION AGREEMENT FOR
SCHOOLSFIRST FEDERAL CREDIT UNION
403(B) PROTOTYPE PLAN

The undersigned Eligible Employer, by executing this Adoption Agreement, elects to establish a 403(b) plan ("Plan") under the **SchoolsFirst Federal Credit Union 403(b) Prototype Plan**. The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Prototype Plan provisions. This Adoption Agreement, the basic plan document, any Funding Vehicle Documentation, and any attached agreements, appendices or addenda, constitute the Employer's entire plan document. All "Election" references within this Adoption Agreement are Adoption Agreement Elections. All "Section" references are basic plan document references. Numbers in parenthesis which follow headings are references to basic plan document sections. Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existed printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document. Note: The IRS does not have an approval program for 403(b) prototype documents.

1. EMPLOYER (1.27).

Name: Capistrano Unified School District

Address: 33122 Valley Road, San Juan Capistrano, CA 92675

EIN: 95-2321055

Type of entity: Public School District

2. TYPE OF 403(b) PLAN (1.66). The Employer will maintain a Combination Annuity Contract Plan and Custodial Account 403(b) Plan.

3. PLAN/LIMITATION YEAR (1.52/1.44). Plan Year and Limitation Year mean the 12-month consecutive month (except for a short Plan Year) ending every **December 31**.

4. PLAN NAME (1.50): Capistrano Unified School District 403(b) Plan

5. EFFECTIVE DATE (1.21). The Sponsor adopts a New Plan with Effective Date of: 04-01-09

6. EXCLUDED EMPLOYEES (1.34). All Employees are eligible to participate under the Plan.

7. ELIGIBILITY (Universal Availability) (2.01(A)). An Employee becomes a Participant in the Plan on his/her first day of employment with the Employer.

8. SALARY REDUCTION AGREEMENT (1.61). A Participant may make an election to defer his/her Compensation and have it contributed to the Plan. The Participant prospectively may modify or revoke a Salary Reduction Agreement, or may file a new Salary Reduction Agreement following a prior revocation, at least once per Plan Year or more frequently as specified in the Plan's Salary Reduction Agreement form. The Salary Reduction Agreement also may specify a maximum or minimum Elective Deferral limit and other conditions.

9. CATCH-UP DEFERRALS (3.02(D) and (E)). A Catch-Up Eligible Participant may make age 50 Catch-Up and Qualified Organization Catch-Up Deferrals to the Plan.

10. ROTH CONTRIBUTIONS (3.02(F)). In addition to or in lieu of Pre-Tax Deferrals to the Plan, Participants (*Choose one of (a) or (b):*

(a) ☒ **Permitted.** May make Roth Deferrals to the Plan.

(b) ☐ **Not Permitted.** May not make Roth Deferrals to the Plan.

11. DISTRIBUTIONS (6.01(A)). Subject to the distribution requirements of Article VI, a Participant may make any election as to timing and form of distribution provided in the Annuity Contract/Custodial Agreement (or any other agreement or form referenced in the Annuity Contract/Custodial Agreement).

Plan Execution

Name of Employer: Capistrano Unified School District

Name of Trustee: SchoolsFirst Federal Credit Union

Date: 3/20/09

Date: _____

Signed: Terry Fluent

Signed: Jane A. Eichenbaum

Terry Fluent, Director, Purchasing
[print representative name/title]

Jane Eichenbaum, Vice President Member Service
[print representative name/title]

ADOPTION AGREEMENT FOR
SCHOOLSFIRST FEDERAL CREDIT UNION
ELIGIBLE 457 PROTOTYPE PLAN

By executing this Adoption Agreement Capistrano Unified School District ("Employer") elects to become a participating Employer in the SchoolsFirst Federal Credit Union Eligible 457 Prototype Plan ("Plan"). The Plan consists of this Adoption Agreement and the accompanying basic plan document. The Sponsor makes the following elections granted under the provisions of the Plan.

**ARTICLE I
DEFINITIONS**

1.05 COMPENSATION. Compensation for purposes of allocation of Salary Reduction Contributions means W-2 wages (including Elective Contributions).

1.08 EFFECTIVE DATE. The Plan is a New Plan with Effective Date of: 04-01-09.

1.15 INDEPENDENT CONTRACTOR. The Plan Does not permit Independent Contractors to participate in the Plan.

1.19 NORMAL RETIREMENT AGE. A Participant attains Normal Retirement Age as designated by the Plan under Plan Section 3.05(B). For purposes of this provision, Normal Retirement Age shall be in the year in which Participant becomes eligible for full retirement benefits under PERS, STRS, or a similar retirement system.

1.21 PLAN. The Plan name as adopted by the Employer is Capistrano Unified School District 457(b) Plan.

1.24 PLAN YEAR. Plan Year means the 12-consecutive month period (except for a short Plan Year) ending every December 31.

1.36 TYPE OF 457 PLAN. The Type of 457 Plan is a **Governmental Eligible 457 Plan**.

**ARTICLE II
EMPLOYEE PARTICIPANTS**

2.01 ELIGIBILITY. The Employee is eligible to participate in the Plan as of his/her first day of employment with the Employer which date is also referred to as the Plan Entry Date.

**ARTICLE III
SALARY REDUCTION CONTRIBUTIONS**

3.01 AMOUNT. The amount of Salary Reduction Contributions to the Plan for a Plan Year or other specified period will equal the dollar or percentage amount by which Participants have reduced their Compensation, pursuant to Salary Reduction Agreements.

3.02 LIMITS ON SALARY REDUCTION CONTRIBUTIONS. A Participant's Salary Reduction Contributions are subject to only those limitations imposed by the Code.

3.02(A) SICK, VACATION, AND BACK PAY. The Plan Permits Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

3.02(B) AUTOMATIC ENROLLMENT. The Plan does not apply the Plan's Automatic Enrollment provisions.

3.06 AGE 50 CATCH-UP CONTRIBUTIONS. The Plan permits Participants to make age 50 catch-up contributions.

**ARTICLE IV
TIME AND METHOD OF PAYMENT OF BENEFITS**

4.02 TIME/METHOD OF PAYMENT OF ACCOUNT. The Plan will distribute to a Participant who incurs a Severance from Employment his/her Vested Account at Normal Retirement Age, and in a single lump sum payment. No Election of the timing and method of payment is allowed under the Plan.

4.05 DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT. A Participant, prior to Severance from Employment, may elect to receive a distribution of his/her Vested Account under the Plan for unforeseeable emergency only. A Participant may not elect to receive distribution of his/her Rollover Contributions Account until the Participant has a distributable event under Plan Section 4.01.

4.06 QDRO. The QDRO provisions of Plan Section 4.06 apply.

**ARTICLE V
PLAN ADMINISTRATOR - DUTIES WITH RESPECT TO PARTICIPANTS' ACCOUNTS**

5.07 ALLOCATION OF NET INCOME, GAIN OR LOSS. The Plan Administrator will allocate net income, gain or loss by crediting to each Account the Account's actual earnings, including Trust earnings if applicable.

5.11 VESTING/SUBSTANTIAL RISK OF FORFEITURE. A Participant's Deferral Contributions are immediately 100% Vested without regard to additional Service.

**ARTICLE VIII
TRUST PROVISIONS – GOVERNMENTAL ELIGIBLE 457 PLAN**

8.04 DISCRETIONARY/NONDISCRETIONARY TRUSTEE. The Trustee is a discretionary Trustee under the Plan.

8.16 CUSTODIAL ACCOUNT/ANNUITY CONTRACT. The Employer will hold all or part of the Deferred Compensation in one or more custodial accounts.

**AMENDMENT FOR
PENSION PROTECTION ACT OF 2006
AND OTHER LAW CHANGES**

RECITALS

Recent law changes, including the Pension Protection Act of 2006 ("PPA"), affect the Plan; and

The Plan gives the Employer the authority to make amendments to the Plan, and the Employer wishes to update the Plan for law changes currently in effect.

The Employer therefore amends the Plan by adding the following provisions to the Plan:

**ARTICLE I
PREAMBLE**

1.1 Adoption and effective date of Amendment. The Employer adopts this Amendment to the Plan to reflect recent law changes. This Amendment is effective as indicated below for the respective provisions.

1.2 Superseding of inconsistent provisions. This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

1.3 Employer's election. The Employer adopts all Articles of this Amendment, except those Articles which the Employer specifically elects not to adopt.

1.4 Construction. Any "Section" reference in this Amendment refers only to this Amendment, and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to the Plan article, section or other numbering designations.

**ARTICLE II
DEFINITION OF UNFORESEEABLE EMERGENCY**

2.1 Application. Effective for taxable years beginning after December 31, 2001, this Article II applies only if the Plan permits a distribution to a Participant on account of an unforeseeable emergency.

2.2 Definition of unforeseeable emergency. An unforeseeable emergency is a severe financial hardship of a Participant or Beneficiary resulting from: (1) illness or accident of the Participant, the Participant's Beneficiary, or the Participant's or Beneficiary's spouse or dependent (as defined in Code §152, and, for taxable years beginning on or after January 1, 2005, without regard to Code §152(b)(1), (b)(2), and (d)(1)(B)); (2) loss of the Participant's or Beneficiary's property due to casualty; (3) the need to pay for the funeral expenses of the Participant's or Beneficiary's spouse or dependent (as defined in Code §152, and, for taxable years beginning on or after January 1, 2005, without regard to Code §152(b)(1), (b)(2), and (d)(1)(B)); or (4) other similar extraordinary and unforeseeable circumstances arising from events beyond the Participant's or Beneficiary's control.

2.3 Definition of Beneficiary. The Participant's Beneficiary is a person who a Participant designates and who is or may become entitled to a Participant's Plan account upon the Participant's death.

**ARTICLE III
DEFERRALS FROM POST-SEVERANCE COMPENSATION**

3.1 Post-severance deferrals limited to Post-Severance Compensation. For taxable years beginning after December 31, 2001, deferrals are permitted from an amount received following Severance from Employment only if the amount is Post-Severance Compensation as defined in Section 3.2.

3.2 Post-Severance Compensation defined. Post-Severance Compensation for purposes of this Article III includes

the amounts described in (a) and (b) below, paid after a Participant's Severance from Employment with the Employer, but only to the extent such amounts are paid by the later of 2½ months after Severance from Employment or the end of the calendar year that includes the date of such Severance from Employment. The Employer, by its election in this Amendment, also *includes* in the definition of Post-Severance Compensation the amounts described in (c) and (d) below.

(a) Regular pay. Post-Severance Compensation *includes* regular pay after Severance of Employment if: (i) the payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and (ii) the payment would have been paid to the Participant prior to a Severance from Employment if the Participant had continued in employment with the Employer.

(b) Leave cashouts and deferred compensation. Post-Severance Compensation *includes* leave cashouts if those amounts would have been included in the definition of Compensation if they were paid prior to the Participant's Severance from Employment, and the amounts are payment for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued. In addition, Post-Severance Compensation includes payments of deferred compensation if the compensation would have been included in the definition of Compensation if it had been paid prior to the Participant's Severance from Employment, and the compensation is received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

(c) Salary continuation payments for military service Participants. Post-Severance Compensation does *not* include payments to an individual who does not currently perform services for the Employer by reason of Qualified Military Service (as described in Code §414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering Qualified Military Service.

(d) Salary continuation payments for disabled Participants. Post-Severance does *not* include Compensation paid to a Participant who is permanently and totally disabled (as defined in Code §22(e)(3))

3.3 Limitation on Post-Severance Compensation. Any payment of Compensation paid after Severance of Employment that is not described in Section 3.2(a), (b), (c) or (d) above is not Post-Severance Compensation, even if payment is made by the later of 2½ months after Severance from Employment or by the end of the calendar year that includes the date of such Severance of Employment.

ARTICLE IV QUALIFIED DOMESTIC RELATIONS ORDERS

4.1 Permissible QDROs. Effective April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order ("QDRO") will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death.

4.2 Other QDRO requirements apply. A domestic relations order described in Section 4.1 is subject to the same requirements and protections that apply to QDROs.

ARTICLE V PARTICIPANT DISTRIBUTION NOTIFICATION

5.1 180-day notification period. For any distribution notice issued in plan years beginning after December 31, 2006, any reference to the 90-day maximum notice period prior to distribution in applying the notice requirements of Code §402(f) (the rollover notice relating to an eligible rollover distribution), means 180 days.

APPENDIX A

11. FUNDING VEHICLES (8.01). The Employer will make deferrals to Vendors identified in the SchoolsFirst Federal Credit Approved Provider List.

CHECKLIST OF ADMINISTRATIVE ELECTIONS

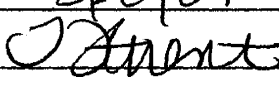
The 403(b) Prototype Plan permits the Employer to make certain administrative elections not reflected in the Adoption Agreement. This form lists those administrative elections and provides a means of recording the Employer's elections, creating a plan summary, and creating a loan policy.

12. HARDSHIP DISTRIBUTIONS (6.07). The Plan permits hardship distributions (unless the Annuity Contract/Custodial Agreement provides otherwise).

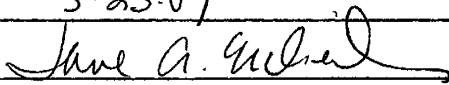
13. PARTICIPANT LOANS (7.06). The Plan permits Participant loans (unless the Annuity Contract/Custodial Agreement provides otherwise) to the extent permitted under Federal Law and as governed by the Loan Policy.

PLAN EXECUTION

The Employer hereby agrees to the provisions of the Prototype Plan and the aforementioned plan amendments, as modified by the elections the Sponsor has made in this Adoption Agreement, and in witness of its agreement, the Employer has executed this Adoption Agreement.

Name of Employer: Capistrano Unified School District
Employer's EIN: 95-2321055
Date: 3/20/09
Signed: 
Name/Title: Terry Fluent, Director, Purchasing

The Trustee, by executing this Adoption Agreement, accepts its position as Trustee and agrees to all of the obligations, responsibilities and duties imposed upon the Trustee under the Prototype Plan and Trust Agreement.

Name of Trustee: SchoolsFirst Federal Credit Union
Date: 3-25-09
Signed: 
Name/Title: Jane Eichenbaum, Vice President Member Service

ARTICLE VI
DIRECT ROLLOVER OF NON-SPOUSE BENEFICIARY DISTRIBUTION

6.1 Non-spouse beneficiary rollover right. For distributions after December 31, 2006, a non-spouse beneficiary who is a "designated beneficiary" under Code §401(a)(9)(E) and the regulations thereunder, by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his/her distribution to an individual retirement account (including a Roth IRA) the beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution.

6.2 Certain requirements not applicable. Although a non-spouse beneficiary may roll over directly a distribution as provided in Section 7.1, the distribution is not subject to the direct rollover requirements of Code §401(a)(31), the notice requirements of Code §402(f) or the mandatory withholding requirements of Code §3405(c). If a non-spouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover.

6.3 Trust beneficiary. If the Participant's named beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code §401(a)(9)(E).

6.4 Required minimum distributions not eligible for rollover. A non-spouse beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other IRS guidance.

6.5 Mandatory default rollover not applicable. The mandatory default rollover provisions of the Plan under Code §401(a)(31)(B), relating to mandatory distributions (of an eligible rollover distribution) greater than \$1,000, do not apply to distributions to a non-spouse beneficiary.

ARTICLE VII
DIRECT ROLLOVER TO ROTH

7.1 Roth IRA rollover. For distributions made after December 31, 2007, a Participant may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code §408A(b).

CLIENT AGREEMENT
for
APEX LEARNING DIGITAL CURRICULUM SOLUTIONS

This Client Agreement for Apex Learning Digital Curriculum Solutions (“**Agreement**”) is effective on approval of this Agreement by the Client’s Governing Board and execution by both parties (“**Effective Date**”) and is made by and between Apex Learning Inc., a Washington corporation with its principal place of business at 1215 Fourth Avenue, Suite 1500, Seattle, WA 98161 (“**Apex Learning**”) and Capistrano Unified School District, with its principal place of business at 33122 Valle Road, San Juan Capistrano, CA 92675-4853 (“**Client**”).

RECITALS

Apex Learning provides digital curriculum solutions for secondary education and related services.

Client desires to have the students, teachers and staff of its California Preparatory Academy access and use the Apex Courses (as defined below) and to have Apex Learning perform certain related services, all pursuant to the terms and conditions set forth below.

In consideration of the covenants and conditions set forth below and for other good and valuable consideration, the adequacy of which the parties hereby acknowledge, the parties agree as follows:

AGREEMENT

1. **Definitions.** Each of the following initially capitalized terms has the meaning set forth below. All other initially capitalized terms have the meanings assigned in this Agreement.

1.1. “**Apex Courses**” mean the Apex Learning course offerings identified in Section 1 of Exhibit A. The Apex Courses do not include any Course Materials.

1.2. “**Books**” mean the materials described in Section 3 of Exhibit A.

1.3. “**Client User**” means each California Preparatory Academy student, teacher, administrator or staff member, who registers with Apex Learning and establishes a password to access Apex Courses made available under this Agreement.

1.4. “**Course Materials**” mean items or materials separate from the digital curriculum that may be either required or optional for a given Apex Course (*e.g.*, calculators, microphones/headsets, textbooks, novels, other literature, lab manuals, and lab materials).

1.5. “**Professional Services**” mean the Apex Learning professional services described in Section 2 of Exhibit A.

1.6. “**Term**” will have the meaning set forth in Section 9.1 below.

1.7. “**User Support**” means the Apex Learning support services described in Exhibit C.

2. **Apex Obligations.**

2.1. **Apex Courses.** Commencing on January 3, 2012 and continuing throughout the Term, Apex Learning will host and make available the Apex Courses for access and use by Client Users.

- 2.2. **User Support.** Apex Learning will provide Client and Client Users with User Support throughout the Term.
- 2.3. **Uptime.** Apex Learning will use commercially reasonable efforts to make the Apex Courses available for access by Client and Client Users 99% of the time, measured on a monthly basis, excluding “Planned Outages.” “**Planned Outages**” means the installation of upgrades, service packs, routine server, application, or network configuration changes, and other reasonable maintenance activities. Planned Outages will be conducted during off-peak Apex Course utilization times. Apex Learning will post an advance announcement of any Planned Outage on the Apex Learning website through which Client Users access the Apex Courses.
- 2.4. **Security.** Apex Learning will implement commercially reasonable security measures to protect against incidents of unauthorized access to personally identifiable Client User information.
- 2.5. **Professional Services.** Apex Learning will perform the Professional Services as described in Section 2 of Exhibit A.
- 2.6. **Books.** Apex Learning will provide the Books described in Section 3 of Exhibit A.
- 2.7. **All Rights Reserved.** Apex Learning and its suppliers own all right, title and interest in and to the Apex Courses. Other than granting Client Users the right to access and use the Apex Courses as described in this Agreement, Apex Learning expressly reserves all right, title and interest therein.
3. **Client Obligations.**
- 3.1. **Hardware/Software.** The Apex Courses are made available to Client Users over the Internet through a web-browser interface. To access the Apex Courses, therefore, Client Users must have a suitable Internet connection and access to an appropriately configured computer, as well as an appropriately configured computer network (where applicable).
- 3.2. **Parental Consent.** Client will obtain any necessary parental consent for each Client User student to access and use the Apex Courses.
- 3.3. **Terms of Use.** All Client Users that access the Apex Courses must comply with the Apex Learning terms of use for the Apex Courses (“**Terms of Use**”). The current version of the Terms of Use is posted at www.apexvs.com and on the Apex Learning website through which Client Users access the Apex Courses. Apex Learning reserves the right to suspend or discontinue a Client User from accessing the Apex Courses at any time if the Client User violates the Terms of Use. Client will notify Apex Learning of any activity by its Client Users of which Client has actual knowledge in violation of the Terms of Use.
- 3.4. **Laboratory Activities.** For any Apex Course that includes hands-on laboratory activities, Client is responsible for all such hands-on laboratory activities, including ensuring that qualified personnel are available to supervise such hands-on laboratory activities. Apex Learning will have no liability whatsoever with regard to any hands-on laboratory activities.
- 3.5. **No Resale Rights.** Client will not resell to any third party the right to access or use the Apex Courses or provide any third party who is not a Client User with access to, or the ability to use, the Apex Courses.

4. **Payment.**

- 4.1. **General.** In consideration for the rights granted and services provided under this Agreement, Client will pay Apex Learning the amounts set forth in Exhibit A pursuant to the “**Payment Schedule**” set forth in Exhibit B.
- 4.2. **Payment Terms.** Client will pay all Apex Learning invoices issued under this Agreement within thirty (30) days of the invoice date specified in Exhibit B unless Client disputes an invoice pursuant to the provisions of Section 4.4.
- 4.3. **Taxes.** Amounts stated under Section 4.1 do not include any applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind which may be levied in connection with the transactions covered under this Agreement. Any such taxes (if any are due) are the responsibility of Client, and Client will indemnify and hold Apex Learning harmless from any liability with respect to such taxes.
- 4.4. **Invoice Dispute.** In the event Client, in its reasonable discretion, believes products or services do not conform to warranties in this Agreement, Client will provide written notice to Apex Learning within thirty (30) calendar days of receipt of the applicable invoice. Client is allowed an additional fifteen (15) calendar days to provide written clarification and details. Apex Learning will provide a written response to Client that will include either a justification of the invoice or an adjustment to the invoice. Apex Learning and Client may, by mutual agreement, outline the reasonable steps to be taken by Apex Learning and Client to resolve any mutually agreed upon issues presented in Client's notice to Apex Learning (“Resolution Plan”).

5. **Confidentiality and Public Disclosure.**

- 5.1. **Confidentiality.** Each party agrees that during the term of this Agreement, and for two (2) years thereafter, it will not disclose to any third party any Confidential Information of the other party, except to the extent required by law or as otherwise expressly authorized herein. The term “**Confidential Information**” means all non-public information that either party designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential. Apex Learning’s Confidential Information includes, without limitation, information relating to unreleased offerings. Confidential Information does not include information that was known to the receiving party prior to the disclosing party’s disclosure to the receiving party, or information that becomes publicly available through no fault of the receiving party. Nothing in this Section 5 precludes either party from disclosing Confidential Information when and as required by law.
- 5.2. **Public Disclosure.** The parties acknowledge that Client is subject to certain laws governing the disclosure of public records. The parties also acknowledge that this Agreement includes terms and conditions regarding the business practices of Apex Learning that Apex Learning considers proprietary information. Accordingly, Client agrees that it will only disclose this Agreement in accordance with the requirements of the California Public Records Act (CA Govt. Code § 6250 et seq.). Further, Client will promptly provide a copy to Apex Learning of any request for disclosure of this Agreement or any portions of this Agreement.

6. **Representations and Warranties.**

- 6.1. **By Both Parties.** Each party hereby represents and warrants to the other party that: (a) it has the power and authority to enter into this Agreement and is permitted by applicable law and regulations to enter into this Agreement; and (b) it will comply with all applicable laws in the performance of its obligations under this Agreement, and in particular applicable federal and state

regulations regarding student records, student privacy, and the commercial use of student information, including the Family Educational Rights and Privacy Act.

6.2. ***By Apex Learning.*** Apex Learning further represents and warrants that Client's and Client Users' access to and use of the Apex Courses as described in this Agreement will not infringe any third party copyright or violate any third party licenses to which Apex Learning may be a party.

6.3. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN SECTION 6.2 ABOVE, APEX LEARNING DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND (IF ANY), EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE APEX COURSES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE. EXCEPT AS SET FORTH IN SECTION 6.2, THERE IS NO WARRANTY OF NON-INFRINGEMENT OR TITLE.

7. **Indemnity.**

7.1. ***Duty to Indemnify.*** Subject, in the case of Client, to any applicable laws restricting Client's ability to provide the indemnification described in this Section, each party will indemnify, defend, and hold the other party and its officers, employees, and agents harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages arising out of or in connection with any breach or alleged breach of any representation or warranty set forth in Section 6 above.

7.2. ***Procedure.*** If an action is brought for which indemnity is sought under this Section 7, the party seeking indemnity will send reasonably prompt written notice to the other party specifying the nature of the action and the total damages or other relief sought and will permit the indemnifying party to answer and defend such claim. The party seeking indemnity will provide the indemnifying party with such information and assistance as is reasonably necessary to assist the indemnifying party, at the indemnifying party's expense, in defending any such action. The party seeking indemnity reserves the right to employ separate counsel and participate in the defense at its expense. The indemnifying party will not be responsible for any settlement made by the party seeking indemnity without the indemnifying party's written consent, which will not be unreasonably withheld or delayed, nor will the indemnifying party settle any claim under this Section 7 without first obtaining the written consent of the party seeking indemnity, which will not be unreasonably withheld or delayed.

8. **EXCLUSION OF CERTAIN DAMAGES & LIMITATION ON LIABILITY.**

8.1. **EXCLUSION OF CERTAIN DAMAGES.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE.

8.2. **LIMITATION ON LIABILITY.** IN NO EVENT WILL APEX LEARNING'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CLIENT TO APEX LEARNING UNDER THIS AGREEMENT.

8.3. **APPLICATION.** THE EXCLUSION OF DAMAGES AND LIMITATION ON LIABILITY IN THIS SECTION 8 SHALL APPLY REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF ANY CLAIM AND EVEN IF THE REMEDIES OTHERWISE

PROVIDED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY FAIL OF THEIR ESSENTIAL PURPOSE.

9. **Term and Termination.**

9.1. **Term.** This Agreement shall commence on the Effective Date and continue through June 30, 2015, unless earlier terminated as provided in this Section 9.

9.2. **Termination.** Either party may suspend performance or terminate this Agreement immediately upon written notice to the other party at any time if the other party is in material breach of any provision of this Agreement and has failed to cure that breach within thirty (30) days after receipt of written notice thereof. Without limiting the foregoing, Apex Learning may suspend performance or terminate this Agreement immediately upon written notice to Client if Client is thirty (30) days overdue on any payment due to Apex Learning under this Agreement.

9.3. **Effect of Expiration/Termination.** Upon the expiration or termination of this Agreement, all access to the Apex Courses will promptly cease, and Client will immediately pay all amounts due to Apex Learning up to the date of expiration/termination. The following Sections will survive the expiration or termination of this Agreement: 4 (with respect to amounts due and owing upon expiration/termination), 5, 6, 7, 8, 9.3 and 10.

9.4. **Non-appropriation.** If Client does not appropriate or otherwise make available funds sufficient to make the payments due under the "Payment Schedule" set forth in Exhibit B, Client may unilaterally terminate this Agreement upon Apex Learning's receipt of Client's written notice. Upon receipt of such written notice, Apex Learning will terminate access to the Apex Courses and cancel any Professional Services that remain to be delivered. Upon termination, Client shall remit payment for all amounts due to Apex Learning up to the date of Apex Learning's receipt of the termination notice.

10. **Miscellaneous.**

10.1. **Relationship of Parties.** Client and Apex Learning are independent contractors with respect to one another, and nothing in this Agreement will be interpreted to create any agency, joint venture, employment or partnership relationship.

10.2. **Force Majeure.** For a reasonable time period, Apex Learning will be excused from delay, breach of this Agreement or failure in performance under this Agreement due to causes beyond Apex Learning's reasonable control including without limitation, acts of God, government action, strikes, acts of public enemies, civil disturbance or riots, war, national emergency, floods, power outages, telecommunications failures, fires, earthquakes, storms or other similar causes.

10.3. **Notices.** Any notices given under this Agreement shall be delivered either by messenger or overnight delivery service, or sent by facsimile with a confirmation sent via certified or registered mail, postage prepaid and return receipt requested, and addressed to Apex Learning or Client at the address stated below, and shall be deemed to have been given on the day when received by the party to whom the notice is given.

	Apex Learning Contact	Client Contact
Name, Title	Manager, Contracts	Robert Nye, Principal
Organization	Apex Learning Inc.	California Preparatory Academy
Address	1215 Fourth Avenue, Suite 1500	33122 Valle Road
City, State, Zip	Seattle, WA 98161	San Juan Capistrano, CA 92675-4853
Phone	206-381-5600	949-234-9200
Facsimile	206-381-5601	949-493-8729

- 10.4. **Assignment.** Neither party will assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the immediately preceding sentence, either party may assign this Agreement without the other party's prior written consent as part of a merger, acquisition or a sale or transfer of a majority of the assigning party's assets. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and permitted assignees.
- 10.5. **Waiver/Severability.** No provision of this Agreement will be deemed waived unless the waiver is in writing and signed by the waiving party, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. If any term of this Agreement is found by a court of competent jurisdiction to be in whole or in part unenforceable, then such unenforceable term or portion thereof will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the allocation of risk among the parties reflected in the original provision, and the remainder of this Agreement shall continue in effect.
- 10.6. **Governing Law/Attorneys Fees.** This Agreement will be governed by and construed under the laws of the State of California (except to the extent federal law is controlling on the subject matter), without regard to its conflict of laws provisions. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, each party shall bear their own costs and attorneys' fees.
- 10.7. **No Third Party Beneficiaries.** This Agreement is for the benefit of, and shall be enforceable by, the parties only. This Agreement is not intended to confer any right or benefit on any third party. No action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement.
- 10.8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, oral or written. Changes, modifications or waivers to this Agreement must be in writing and signed by both parties. If there is an inconsistency between this Agreement and the Terms of Use, then this Agreement shall control but solely to the extent of the inconsistency and solely with respect to Apex Learning and Client (as the parties to this Agreement).
- 10.9. **Subcontractors.** Apex Learning shall not subcontract any portion of the Professional Services under this Agreement without Client's prior written permission.
- 10.10. **Insurance.** Prior to performing services under this Agreement, Apex Learning shall provide Client with certificates of insurance evidencing the following insurance coverage:
- a) Commercial general liability of at least \$1,000,000;
 - b) Automobile liability of at least \$1,000,000;
 - c) Professional liability of at least \$1,000,000; and
 - d) Workers compensation complying with statutory requirements.

IN WITNESS WHEREOF, the authorized representatives of Apex Learning and Client agree to the terms and conditions set forth in this Agreement.

Apex Learning Inc.

Capistrano Unified School District

By: _____

By: _____

Print Name: Cheryl Vedoe

Print Name: _____

Title: CEO

Title: _____

Date: _____

Date: _____

EXHIBIT A

Apex Courses, Professional Services and Books

1. *Apex Courses:*

1. Pilot program access to all ClassTools Virtual courses from January 3, 2012 through June 30, 2012 for a maximum of 50 Enrolled Students.

Price: \$3,750.00

A student is defined as an “Enrolled Student” if he or she is enrolled in at least one ClassTools Virtual course. An Enrolled Student may be enrolled in any number of ClassTools Virtual courses. There may be no more than 50 Enrolled Students at one time during the period January 3, 2012 through June 30, 2012 unless access is purchased for additional students. Client may purchase access for additional students during such period at \$75.00 per Enrolled Student.

- Access to all ClassTools Virtual courses from July 1, 2012 through June 30, 2015 as follows:
 - For a maximum of 200 Enrolled Students during the period commencing on July 1, 2012 and continuing through June 30, 2013;
 - For a maximum of 250 Enrolled Students during the period commencing on July 1, 2013 and continuing through June 30, 2014; and
 - For a maximum of 300 Enrolled Students during the period commencing on July 1, 2014 and continuing through June 30, 2015.

Price: \$112,500.00

The maximum number of Enrolled Students during each 12-month period is as specified directly above unless access is purchased for additional students. Client may purchase access for additional students for each of the 12-month periods, the first from July 1, 2012 through June 30, 2013, the second from July 1, 2013 through June 30, 2014, and the third from July 1, 2014 through June 30, 2015, at \$150.00 per Enrolled Student per period.

- The price for the Apex Courses does not include any Course Materials.

2. *Professional Services:*

Apex Learning will deliver Professional Services as follows:

- ***During the period commencing January 3, 2012 and continuing through June 30, 2012:***

- Two (2) days of onsite professional development.

Price: \$4,400.00

- ***During the period commencing July 1, 2012 and continuing through June 30, 2013:***

- Two (2) days of onsite professional development.

Price: \$4,400.00

- **During the period commencing July 1, 2013 and continuing through June 30, 2014:**

- Two (2) days of onsite professional development.

Price: \$4,400.00

- **During the period commencing July 1, 2014 and continuing through June 30, 2015:**

- Two (2) days of onsite professional development.

Price: \$4,400.00

3. **Books:** On July 15, 2011, Apex Learning delivered the Books listed below to Client, receipt of which Client hereby confirms. Client will retain such Books and Apex Learning will invoice Client accordingly as stated in Exhibit B.

- Fifteen (15) sets of the student general studies materials listed below.

Price: \$4,005.00 (\$267.00 per set)

Book	ISBN #	Price
Biology: Exploring Life Lab Manual	0130642665	\$22.00
Prentice Hall Chemistry Lab Manual	0131903594	\$22.00
Prentice Hall Earth Science Lab Manual	0131258982	\$22.00
Impact: Fifty Short Short Stories	003008623X	\$57.25
Romeo and Juliet and West Side Story	0440974836	\$8.50
The Best Poems Ever: A Collection of Poetry's Greatest Voices	0439296749	\$5.25
The Crucible	0140481389	\$15.75
A Separate Peace	0743253973	\$14.50
Death of a Salesman	0140481346	\$15.75
The Way to Rainy Mountain	0826304362	\$19.50
Short Fiction: An Anthology	0312576374	\$50.00
Things Fall Apart	0385474547	\$14.50

- Four (4) sets of the teacher general studies materials listed below.

Price: \$552.00 (\$138.00 per set)

Book	ISBN #	Price
Biology: Exploring Life Lab Manual (Teacher Edition)	0130642673	\$44.50
Prentice Hall Chemistry Lab Manual (Teacher Edition)	0131903632	\$44.50
Prentice Hall Earth Science Lab Manual (Teacher Edition)	0131259008	\$49.00

4. **Modification of Previous Order:** Client's previous order for access to ClassTools Achieve courses, related Professional Services, and Books, submitted via Capistrano Unified School District purchase order #310006, is cancelled as of the Effective Date.

Total Price: \$138,407.00

EXHIBIT B
Payment Schedule

- Apex Learning's invoice #SOINV00020676, issued in conjunction with purchase order #310006, is hereby cancelled. Client confirms payment of invoice #SOINV00020676 was not made to Apex Learning and, therefore, no credit is due or owing to Client.
- Client will pay Apex Learning for its purchase under this Agreement according to the following Payment Schedule:
 - Apex Learning will invoice Client for Books in the amount of \$4,557.00 on execution of this Agreement by both parties.
 - Apex Learning will invoice Client in the amount of \$8,150.00 on January 3, 2012.
 - Apex Learning will invoice Client in the amount of \$41,900.00 on July 2, 2012.
 - Apex Learning will invoice Client in the amount of \$41,900.00 on July 1, 2013.
 - Apex Learning will invoice Client in the amount of \$41,900.00 on July 1, 2014.

EXHIBIT C

User Support

1. **General.** Apex Learning will provide Client Users with support via a toll-free phone number (for U.S. calls only) and email. Phone support will be available from Apex Learning Monday–Friday from 5:00 a.m. to 7:00 p.m. Pacific Time. Apex Learning will give Client Users notice of any intermittent or seasonal changes to the phone support schedule by posting an announcement on the Apex Learning website through which Client Users access the Apex Courses and/or by a voicemail greeting.
2. **Disclaimer.** Apex Learning’s ability to support Client and Client Users with respect to the Apex Courses depends on Client (a) providing Apex Learning with prompt notice if Client becomes aware of any problem that affects the ability of Client Users to access and/or use the Apex Courses, (b) cooperating in a timely manner with Apex Learning’s efforts to diagnose the source of problems, (c) making available to Apex Learning appropriate staff and system information for resolving issues as they may arise, and (d) implementing reasonable technical solutions suggested by Apex Learning in a timely manner. In addition, Apex Learning is not responsible for Client User problems that stem from Client’s Internet connection, any Client or third party hardware or software, or Client’s own network.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 12, 2011
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Barraza, Mario	IF-Sp Ed	Voluntary	01/13/2011	09/21/2011
2. Brenner, Daniela	IF-Sp Ed	Other Employment	04/20/2010	11/11/2011
3. Eldridge, Miriam	Inst Asst-Sp Ed	Other Employment	09/07/2011	11/18/2011
4. Hagen, Bruce	Buyer/Planner	Retirement	06/21/1988	01/13/2012
5. Holley, Mary	FS Worker	Other Employment	12/09/2010	11/10/2011
6. Lange, Jeanne	Caregiver-Sp Ed	Other Employment	04/19/2011	11/28/2011
7. LeDuc, Matt	HS Campus Supvr	Voluntary	03/15/2006	12/09/2011
8. Long, Deanna	Inst Asst-Sp Ed	Other Employment	10/13/2008	11/11/2011
9. Massey, Nita	Lead FS Worker I	Expired Sick Leave	08/25/2004	11/01/2011
10. Schumaker, Marlene	Inst Asst-Sp Ed	Retirement	10/03/1994	11/15/2011
11. Slimm, Valerie	Mgr IV, Classified Psnl	Retirement	08/14/1989	12/29/2011
12. Ward, Kerby	Academic Advisor	Personal	10/19/2006	11/09/2011
13. Waszak, Cindi	FS Elem Cashier	Other Employment	04/17/2006	06/23/2011
14. Wendell, Julian	FS Worker	Other Employment	02/07/2011	11/17/2011

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
15. Bastien, Renee	Sch Clerk II (10mo/40hpw)	\$2,761.33 mo	R25-1	11/28/2011

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
16. Beaumont, Joann	MS Campus Supvr (9.5mo/15hpw)	\$15.16 hr	R23-1	11/02/2011
17. Bernabe, Teresa	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	11/28/2011
18. Bias, Amy	Inst Asst (9.5mo/15hpw)	\$13.74 hr	R19-1	10/31/2011
19. Carter, Meghan	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	10/31/2011
20. Chavez, Magalys	BIngl Elem School Clerk (10.5mo/30hpw)	\$16.74 hr	R27-1	11/01/2011
21. Crummett, Jacquelyn	FS Elem Cashier (9.5mo/15hpw)	\$12.76 hr	R16-1	11/28/2011
22. Dickerson, Kelli	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	11/14/2011
23. Dietz, Carlene	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	10/31/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 12, 2011
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
24. Goette, Jessica	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	11/28/2011
25. Gunnell, Saralinda	BIngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.16 hr	R23-1	11/14/2011
26. Huntington, Sally	Inst Asst (9.5mo/15hpw)	\$13.74 hr	R19-1	01/03/2012
27. Infante, Claudia	BIngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.16 hr	R23-1	11/16/2011
28. Jean, Johanne	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	11/16/2011
29. Jessen, Monica	Inst Asst-Presch (9.5mo/10hpw)	\$14.08 hr	R20-1	10/31/2011
30. Kaur, Harpreet	Inst Asst (9.5mo/17.5hpw)	\$13.74 hr	R19-1	11/15/2011
31. Levinson, Kathleen	Inst Asst (9.5mo/15hpw)	\$13.74 hr	R19-1	11/28/2011
32. McCarthy, Christee	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	11/07/2011
33. Papadatos, Sophia	HS Campus Supvr (9.5mo/17.5hpw)	\$15.93 hr	R25-1	11/02/2011
34. Ranallo, Mallory	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	11/07/2011
35. Richey, Debbie	Inst Asst-Presch (9.5mo/10hpw)	\$14.08 hr	R20-1	11/07/2011
36. Shires, Jacqueline	FS Elem Cashier (9.5mo/15hpw)	\$12.76 hr	R16-1	11/28/2011
37. Simpson, Jenny	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	11/14/2011
38. Sola Morillas, Jorge	BIngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.16 hr	R23-1	11/28/2011
39. Turner, Arielle	Inst Asst-ELD (9.5mo/17.5hpw)	\$13.74 hr	R19-1	11/07/2011
<u>Name</u>	<u>Recall from Layoff</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
40. Hunstein, Ellen	Presch Teacher (9.5mo/30hpw)	\$19.40 hr	R31-2	10/31/2011
41. Stevenson, Carol	School Clerk I (10mo/17.5hpw)	\$16.72 hr	R23-3	12/13/2011

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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
42. Caldron, Vanessa	Student Supvr	\$10.00 hr		11/04/2011
43. Carter, Inge	Student Supvr	\$10.00 hr		11/28/2011
44. Duffield, Lisa	Student Supvr	\$10.00 hr		11/08/2011
45. Gonzales, Shari	IF-Sp Ed	\$14.79 hr	R22-1	09/07/2011
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
46. Johnson, Stacy	IF-Sp Ed	\$14.79 hr	R22-1	11/14/2011
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	
47. Kuppinger, Jennifer	Student Supvr	\$10.00 hr		10/28/2011
48. Lopez, Adrian	Custodian I	\$16.33 hr	R26-1	11/18/2011
49. McCullough, Marion	Inst Asst-Sp Ed	\$14.08 hr	R20-1	11/17/2011
	Inst Asst Sp Ed Presch	\$13.74 hr	R19-1	
50. McMains, Kristine	Student Supvr	\$10.00 hr		11/04/2011
51. Privett, Dawn	Student Supvr	\$10.00 hr		11/08/2011
52. Roth, Keri	IF-Sp Ed	\$14.79 hr	R22-1	11/14/2011
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	
53. Senate, Milisa	MS Campus Supvr	\$15.16 hr	R23-1	11/09/2011
	HS Campus Supvr	\$15.93 hr	R25-1	
54. Sheffield, Lori	IF-Sp Ed	\$14.79 hr	R22-1	11/14/2011
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	
55. Waszak, Cindi	FS Elem Cashier	\$12.76 hr	R16-1	08/13/2011

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
56. Casteneda, Oscar	ASB Worker	\$10.00 hr	09/01/2011 - 11/12/2011
57. Colgan, Chris	ASB Worker	\$10.00 hr	08/29/2011 - 11/11/2011
58. Dimond, Andrew	ASB Worker	\$10.00 hr	09/01/2011 - 11/10/2011
59. Ellis, Donnie	ASB Worker	\$10.00 hr	09/01/2011 - 11/10/2011
60. Ensor, Daniel	ASB Worker	\$10.00 hr	10/31/2011 - 02/03/2012
61. Fehrenbach, Jessica	ASB Worker	\$10.00 hr	08/29/2011 - 11/02/2011
62. Fletcher, Walt	ASB Worker	\$10.00 hr	08/29/2011 - 11/11/2011

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<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>	
63. Fox, Janine	Sch Bus Driver Trainee	\$8.00 hr	12/28/2010-02/01/2011	
64. Guardado-Alvarez, Salvador	ASB Worker	\$10.00 hr	09/01/2011-11/10/2011	
65. Jenkins, Nicky	Student Worker	\$8.00 hr	10/20/2011-06/30/2012	
66. Lacebal, Sam	ASB Worker	\$10.00 hr	08/11/2011-11/11/2011	
67. Martinez, Alex	ASB Worker	\$10.00 hr	08/11/2011-11/11/2011	
68. Merrill, Fred	ASB Worker	\$10.00 hr	11/14/2011-02/10/2012	
69. Murphy, Kevin	ASB Worker	\$10.00 hr	11/07/2011-02/10/2012	
70. Nicol, Cory	ASB Worker	\$10.00 hr	09/01/2011-11/12/2011	
71. Perez, Jacinto	ASB Worker	\$10.00 hr	09/01/2011-11/12/2011	
72. Richter, Crystal	ASB Worker	\$10.00 hr	09/01/2010-11/01/2010	
73. Shojaei, Seyed	ASB Worker	\$10.00 hr	11/07/2011-02/10/2012	
74. Zangl, Michael	ASB Worker	\$10.00 hr	09/08/2011-11/11/2011	
<u>Name</u>	<u>Position-Co-Curricular</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
75. Abdesahian, Maysam	Soccer, Boys Varsity Asst	DHHS	\$2609.00	11/07/2011-02/10/2012
76. Price, Robert	Cross Country, Girls Varsity Head	SJHHS	\$3261.00	09/09/2011-11/05/2011
	Cross Country, Boys Varsity Head	SJHHS	\$3261.00	09/09/2011-11/05/2011

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APPROVE EMPLOYMENT PENDING CLEARANCES

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
77. Alston, Julieann	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	12/13/2011
78. Bonin, Jill	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	12/13/2011
79. Gionis, Anastasia	Inst Asst-Presch (9.5mo/10hpw)	\$14.08 hr	R20-1	12/13/2011
80. Huntington, Sally	Inst Asst (9.5mo/15hpw)	\$13.74 hr	R19-1	12/13/2011
81. Leanos, Monica	Caregiver-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R19-1	12/13/2011
82. Matteson, Steve	M&O Storekeeper (12mo/40hpw)	\$3364.41 mo	R33-1	12/13/2011
83. Moncher, Nicole	Inst Asst (9.5mo/17.5hpw)	\$13.74 hr	R19-1	12/13/2011
84. Ontiveros, Lisa	Health Asst (9.5mo/17.5hpw)	\$16.74 hr	R27-1	12/13/2011
85. Schwartz, Shelly	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	12/13/2011
86. Solano, Lupita	BIngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.16 hr	R23-1	12/13/2011
87. Yang, Monica	Inst Ast (9.5mo/15hpw)	\$13.74 hr	R19-1	12/13/2011
88. Zambrano, Wendy	BIngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.16 hr	R23-1	12/13/2011
89. Ziemer, Donna	Caregiver-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R19-1	12/13/2011

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
90. Chavez, Arthur	Groundskeeper	\$16.74 hr	R27-1	12/13/2011
91. Gonzales, Victor	Custodian	\$16.33 hr	R26-1	12/13/2011
92. Lewitter, Ira	School Bus Driver	\$17.48 hr	R28-1	12/13/2011

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APPROVE PROMOTION

<u>Name</u>	<u>Former Classification</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
93. Gonzalez, Martin	Custodian I (12mo/40hpw)	Custodian II (Temp/40hpw)	R28-6	10/03/2011- 12/31/2011
94. Leslie, Kate	Caregiver-Sp Ed (9.5mo/30hpw)	IF-Sp Ed (9.5mo/17.5hpw)	R22-1	12/13/2011
95. McBride, Susan	Sch Clerk II (10mo/40hpw)	Sch Secretary II (10mo/40hpw)	R19-10	11/14/2011
96. Mendoza, Edgar	Custodian I (12mo/40hpw)	Custodian II (Temp/40hpw)	R28-2	10/12/2011- 11/11/2011
97. Moreno, Lisa	Bngl Comm Srvcs Liaison (9.5mo/17.5hpw)	Bngl Elem Sch Office Mgr (10.5mo/40hpw)	R33-1	10/31/2011
98. Morris, Tracey	Elem Library Media Tech (9.5mo/17.5hpw)	MS Library Media Tech (10.5mo/40hpw)	R26-2	10/31/2011
99. Santos, Chris	User Support Spec (12mo/40hpw)	Tech Support Spec I (Temp/40hpw)	R41-1	10/31/2011- 12/31/2011
100. Sawyer, Jasmin	Sch Bus Driver (9.5mo/40hpw)	Lead Sch Bus Driver (9.5mo/40hpw)	R30-10	11/01/2011
101. Stayberg, Amanda	Elem Sch Clerk (10.5mo/40hpw)	Elem Sch Office Mgr (Temp/40hpw) Elem Sch Office Mgr (10.5mo/40hpw)	R33-5 R33-10	10/11/2011- 11/18/2011 12/13/2011

APPROVE REASSIGNMENT

<u>Name</u>	<u>Former Classification</u>	<u>Reassignment</u>	<u>Range Step</u>	<u>Effective Date</u>
102. Larkin, Nancy	IF-Sp Ed 9.5mo/30hpw)	Infant Toddler/ Childcare Provdr (9.5mo/17.5hpw)	R19-5	12/13/2011
103. Mattera, Ralph	Inst Asst-Sp Ed (9.5mo/17.5hpw)	MS Campus Supvr (9.5mo/15hpw)	R23-1	10/31/2011
104. Whelchel, Yvette	Presch Teacher (9.5mo/30hpw)	Inst Asst-Presch (9.5mo/10.5hpw)	R20-6	09/07/2011

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APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Former Classification</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
105. Anawalt, Allison	Elem Sch Office Mgr (12mo/40hwp)	Elem Sch Office Mgr (10.5mo/40hwp)	R33-4	08/11/2011
106. Rogers, Malissa	School Clerk II (10mo/30mpw)	School Clerk II (10mo/40hwp)	R25-4	08/25/2011
107. Sherrie, Lorraine	COTA (11mo/40hwp)	COTA (10.75mo/40hwp)	R39-3	08/08/2011

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date</u>
108. Mickle, Jacqueline	Inst Asst-Presch NTE 26 hrs (Learning Link at Las Palmas)	R20-4	09/15/2011- 10/06/2011
109. Vera, Servando	Inst Asst NTE 165 hrs (Supervise Computer Lab)	R19-2	09/07/2011- 06/21/2012

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
110. Abaroa Avila, Luz	Blngl Inst Asst NTE 20 hrs (Interpret at Parent/Teacher Conferences)	11/14/2011- 06/21/2012
111. Alva, Christie	Blngl Comm Svcs Liaison NTE 1.5 hrs (Provide Interpreting/Translating)	09/19/2011
112. Alvarez, Carmen	Blngl Comm Svcs Liaison NTE 50 hrs (Attend Parent Project Parenting Classes)	10/11/2011- 06/30/2012
113. Argent, Heidi	Presch Teacher NTE 50 hrs (Attend IEP Meetings)	09/07/2011- 06/30/2012
114. Ayala, Nancy	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
115. Ayon, Shari	Presch Teacher NTE 50 hrs (Attend IEP Meetings)	09/07/2011- 06/30/2012
116. Azzollini, Cheryl	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
117. Beas, Estella	Presch Teacher NTE 50 hrs (Attend IEP Meetings)	09/07/2011- 06/30/2012
118. Becerra, Cecilia	Presch Teacher NTE 50 hrs (Attend IEP Meetings)	09/07/2011- 06/30/2012

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
119. Bellah, Martha	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
120. Berkowitz, Kathy	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
121. Bethurum, Connie	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
122. Bott, Christine	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
123. Centeno, Celina	Presch Teacher NTE 50 hrs (Attend IEP Meetings)	09/07/2011 - 06/30/2012
124. Cervantes, Martha	Presch Teacher NTE 50 hrs (Attend IEP Meetings)	09/07/2011 - 06/30/2012
125. Chang, Connie	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
126. Cohen, Jeff	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
127. Cortez, Linda	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
128. Crowe, Carmen	BIngl Comm Svcs Liaison NTE 13.5 hrs (Translate during Parent/Teacher Conferences)	11/14/2011 - 11/18/2011
129. DeCota, Marta	BIngl Inst Asst NTE 35 hrs (Support for Intervention Program)	11/28/2011 - 02/28/2012
130. Dix, Sonja	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
131. Engle, Rachel	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
132. Espinosa, Rita	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
133. Fallowfield, Cassandra	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
134. Foulds, Lori	Presch Teacher NTE 50 hrs (Attend IEP Meetings)	09/07/2011 - 06/30/2012
135. Fuentes, Tara	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
136. Gaffney, Lanet	Presch Teacher NTE 50 hrs (Attend IEP Meetings)	09/07/2011 - 06/30/2012
137. Gammell, Diana	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting) Inst Asst-Presch NTE 1.5 hrs (Translating at Back to School Night)	09/20/2011 10/06/2011

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<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
138. Ghanitabe, Monavvar	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
139. Hafemann, Linda	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
140. Hagen, Kari	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
141. Hamidi, Zoila	Presch Teacher NTE 50 hrs (Attend IEP Meetings) NTE 1 hr (Remain with Student After School)	09/07/2011 - 06/30/2012 09/28/2011
142. Hankins, Heather	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
143. Harris, Christine	MS Campus Supvr NTE 48 hrs (Supervise Students in ZAP Program)	10/25/2011 - 06/15/2012
144. Hayes, Natalie	Presch Teacher NTE 12 hrs (Set up Preschool Classroom) NTE 50 hrs (Attend IEP Meetings)	09/01/2011 - 09/06/2011 09/07/2011 - 06/30/2012
145. Hernandez, Myrna	BIngl Comm Svcs Liaison NTE 30 hrs (Administer CELDT Test)	10/17/2011 - 11/18/2011
146. Hunstein, Ellen	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
147. Hutton, Julie	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
148. Jakovich, Jennifer	Presch Teacher NTE 50 hrs (Attend IEP Meetings)	09/07/2011 - 06/30/2012
149. Karlous, Theolla	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
150. Katz-Scinico, Dorcas	Presch Teacher NTE 50 hrs (Attend IEP Meetings)	09/07/2011 - 06/30/2012
151. Lee, Lori	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
152. Levin, Ana	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
153. Levy, Barbara	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
154. Lopez, Laura	Presch Teacher NTE 50 hrs (Attend IEP Meetings)	09/07/2011 - 06/30/2012
155. Loven, Darlene	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011

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<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
156. Lowe, Barbara	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
157. Luna, Evette	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
158. Marroush, Linda	IF-Sp Ed NTE 25 hrs (Accompany Student on Overnight Trip)	10/25/2011- 10/26/2011
159. Mata, Sharon	Inst Asst-Sp Ed NTE 4 hrs (Attend Hughes Bill Basic Training Classes)	11/01/2011- 11/08/2011
160. Meenzhuber, Marcia	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
161. Mejia, Rebeca	BIngl Comm Svcs Liaison NTE 30 hrs (Administer CELDT Test)	10/17/2011- 11/18/2011
162. Mendoza, Rosa	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
163. Miller, Patricia	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
164. Milligan, Debra	Presch Teacher NTE 50 hrs (Attend IEP Meetings)	09/07/2011- 06/30/2012
165. Moreno, Lisa	BIngl Comm Svcs Liaison NTE 20 hrs (Provide Translations of Various Materials)	09/01/2011- 10/30/2011
166. Morrow, Susan	Presch Teacher NTE 50 hrs (Attend IEP Meetings)	09/07/2011- 06/30/2012
167. Nichols, Marlene	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
168. Nieblas, Theresa	Presch Teacher NTE 50 hrs (Attend IEP Meetings)	09/07/2011- 06/30/2012
169. Noorzad, Mansoureh	Presch Teacher NTE 50 hrs (Attend IEP Meetings)	09/07/2011- 06/30/2012
170. Panici, Kelly	Health Asst NTE 20 hrs (Work HS Registration)	08/22/2011- 08/25/2011
171. Parra, Jackie	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
172. Postigo, Amy	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
173. Presley, Jennifer	IF-Sp Ed NTE 4 hrs (Attend Hughes Bill Basic Training Classes)	11/01/2011- 11/08/2011
174. Reider, Teresa	Inst Asst-Sp Ed NTE 4 hrs (Attend Hughes Bill Basic Training Classes)	11/01/2011- 11/08/2011
175. Revetta, Rochelle	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011

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<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
176. Reyna, Jasmin	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
	NTE 1 hr (Translating at Back to School Night)	10/05/2011
177. Reza, Margarita	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
178. Rodriguez, Nascina	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
179. Romero, Ivette	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
180. Rosas, Alicia	Blngl Inst Asst NTE 2 hrs (Translation for IEP)	11/01/2011
181. Sanchez-Martinez, Sandra	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
182. Sandino, Claudia	Blngl Comm Svcs Liaison NTE 30 hrs (Translations for Conference and Parent Meetings)	11/01/2011 - 06/22/2012
183. Sanvictores, Eileen	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
184. Smith, Arah	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
185. Starr, Romy	Health Asst NTE 10 hrs (Work HS Registration & Check TDAP Records)	08/25/2011 - 08/29/2011
186. Sullivan, Elizabeth	MS Campus Supvr NTE 48 hrs (Supervise Students in ZAP Program)	10/25/2011 - 06/15/2012
187. Taczli, Angela	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
188. Tiotuico, Irene	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
189. Torres, Rocio	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
190. Trumbo, Dawn	Inst Asst-Comm Ed NTE 3 hrs (Prepare the Parent and Me Classroom)	08/23/2011
191. Vega, Irene	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
192. Velasco, Miraslova	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
193. Vilar, Sarah	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
194. Villella, Janet	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
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<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
195. Villemaire, Lynne	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
196. Wade, Terry	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
197. Wessman, Adriana	Inst Asst-Presch NTE 1 hr (Attend Staff Meeting)	09/20/2011
198. Wheeler, Donna	Inst Asst-Comm Ed NTE 3 hrs (Prepare the Parent and Me Classroom)	08/19/2011
199. White, Julia	Presch Teacher NTE 50 hrs (Attend IEP Meetings)	09/07/2011 - 06/30/2012
200. White, Laurie	Presch Teacher NTE 50 hrs (Attend IEP Meetings)	09/07/2011 - 06/30/2012

**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED
FOR VACANT POSITION OR ABSENT EMPLOYEE**

<u>Name</u>	<u>Current Assignment</u>	<u>Classification Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
201. Aono, Jenny	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-4	09/07/2011 - 06/21/2011
202. Balsis, Tianna	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-5	09/07/2011 - 06/21/2012
203. Bougrab, Maria	Inst Asst-ELD (9.5mo/15hpw)	BIngl Comm Svcs Liaison	R23-5	10/17/2011 - 10/21/2011
204. Chung, Cecilia	BIngl Inst Asst (9.5mo/17.5hpw)	BIngl Elem Sch Clerk	R27-1	10/06/2011 - 10/31/2011
205. Czajkowski, Lori	MS Campus Supvr (9.5mo/15hpw)	Opportunity Asst	R24-4	10/24/2011 - 06/20/2012
206. Fragnito, Cecilia	MS Campus Supvr (9.5mo/17.5hpw)	Opportunity Asst	R24-5	10/24/2011 - 06/20/2012
207. Garrett, Ann	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-6	09/07/2011 - 06/21/2012
208. Haferl, Stacey	IF-Sp Ed (9.5mo/17.5hpw)	Caregiver-Sp Ed	R19-1	09/07/2011 - 06/21/2012
209. Meyer, Julie	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-5	10/05/2011 - 06/21/2011
210. Morris, Tracey	Elem Library Media Tech (9.5mo/17.5hpw)	MS Library Media Tech	R26-2	10/19/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 12, 2011
Classified Employees

APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED
FOR VACANT POSITION OR ABSENT EMPLOYEE (Cont.)

<u>Name</u>	<u>Current Assignment</u>	<u>Classification Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
211. Toscano-Barbosa, Alejandra	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-1	09/07/2011- 06/21/2012
212. Trainer, Josephine	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-1	10/24/2011- 06/21/2011
213. Troffer, Garrett	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	09/07/2011- 06/21/2012
214. Willment, Marisa	Health Asst (9.5mo/17.5hpw)	Elem Sch Clerk	R26-10	08/11/2011- 06/29/2011
215. Young, Susan	Elem Library Media Tech (9.5mo/17.5hpw)	MS Library Media Tech	R26-3	10/20/2011

APPROVE PROFESSIONAL GROWTH STIPEND

NTE \$500

216. Bishop, Eric
217. Friedlander, Dorothy
218. Thiengern, Todd

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 12, 2011
Certificated Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Date of Employment</u>	<u>Date of Separation</u>
1. Alston, Katelyn	Substitute Teacher	Did not voice into CASS	10/12/2011	11/21/2011
2. Anderson, Linda	Substitute Teacher	Worked 0 days during 2011-2012	11/19/2007	11/03/2011
3. Baker, Cary	Substitute Teacher	Permit Expired	09/02/2008	11/21/2011
4. Beatriz, Preciado	Substitute Teacher	Permit Expired	02/28/2011	11/21/2011
5. Bixler, Bryan	Substitute Teacher	Did not voice into CASS	10/18/2011	11/21/2011
6. Brunson Jr., Larry	Program Specialist	Personal	08/27/2009	11/30/2011
7. Christensen, Heather	Substitute Teacher	Permit Expired	04/01/2011	11/21/2011
8. Decamp, Joy	Substitute Teacher	Did not voice into CASS	10/24/2011	11/21/2011
9. Dreyer, Claire	Substitute Teacher	Other Employment	03/03/2011	11/10/2011
10. Ewing, April	Teacher	Other Employment	08/29/2007	11/17/2011
11. Fuster, Lori	Substitute Teacher	Permit Expired	03/01/2011	11/04/2011
12. Gerdes, Britta	Substitute Teacher	Permit Expired	02/01/2010	11/21/2011
13. Gonzalez, Gary	Substitute Teacher	Did not voice into CASS	10/10/2011	11/21/2011
14. Graham, Kate	Substitute Teacher	Permit Expired	03/11/2010	11/04/2011
15. Guy, Kamden	Substitute Teacher	Did not voice into CASS	10/13/2011	11/09/2011
16. Hadley, Jamie	Substitute Teacher	Did not voice into CASS	05/17/2011	11/09/2011
17. Healy, Jan	Substitute Teacher	Accepted Classified Position	10/11/2011	11/09/2011
18. Hill, Katherine	Substitute Teacher	Did not voice into CASS	10/07/2011	11/09/2011
19. Hollis, Tricia	Substitute Teacher	Permit Expired	03/25/2008	11/04/2011
20. Jonge, Maureen	Substitute Teacher	Credential Expired	10/07/2010	11/21/2011
21. Judson, Barbara	Adult Ed Teacher	Credential Expired	01/01/2007	10/31/2011
22. Karpel, Rachel	Substitute Teacher	Did not voice into CASS	10/04/2011	11/21/2011
23. Lesueur, Daniel	Substitute Teacher	Did not voice into CASS	10/07/2011	11/21/2011
24. Lyons, Erica	Substitute Teacher	Did not voice into CASS	06/28/2011	11/09/2011
25. Mazzola, Kristen	Substitute Teacher	Did not voice into CASS	10/04/2011	11/21/2011
26. McCourtney, Scott	Substitute Teacher	Permit Expired	10/05/2008	11/21/2011
27. McNeal, Michelle	Substitute Teacher	Other Employment	09/29/2011	11/08/2011
28. Nguyen, Diane	Substitute Teacher	Did not voice into CASS	10/11/2011	11/21/2011
29. Ortiz, Ashley	Substitute Teacher	Did not voice into CASS	10/12/2011	11/21/2011
30. Osborne, Jeffrey	Substitute Teacher	Credential Expired	02/10/2010	11/04/2011
31. Page, Rachelle	Substitute Teacher	Other Employment	05/24/2011	11/02/2011
32. Phelps, Alexandra	Substitute Teacher	Credential Expired	09/20/2010	11/04/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 12, 2011
Certificated Employees

ACCEPT RESIGNATIONS/TERMINATIONS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Date of Employment</u>	<u>Date of Separation</u>
33. Prizio, Amanda	Substitute Teacher	Did not voice into CASS	10/18/2011	11/21/2011
34. Schermerhorn, Stacy	Substitute Teacher	Credential Expired	08/29/2007	11/04/2011
35. Sender, Andrea	Substitute Teacher	Did not voice into CASS	10/04/2011	11/21/2011
36. Siegel-Masler, Sheri	Substitute Teacher	Permit Expired	08/24/2011	11/04/2011
37. Slomsky, Lisa	Substitute Teacher	TB Test Expired	11/26/2007	11/21/2011
38. Stark, Jan	Substitute Teacher	Did not voice into CASS	10/12/2011	11/21/2011
39. Watson, Cheryl	Substitute Teacher	Did not voice into CASS	10/18/2011	11/21/2011
40. Woodbury, Barclay	Substitute Teacher	Did not voice into CASS	10/06/2011	11/21/2011

APPROVE HOURLY TEACHERS

Home/Hospital Instruction – Education Division

Not to exceed 5 hours per week instructional pay @ \$35.00 per hour
10/24/2011-06/21/2012

41. Harris, Lori

APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

42. Barker, Leonardo	62. Kwon, Grace
43. Benumof, Kimberly	63. Lafontaine, Keira
44. Bowsher, Christopher	64. Lesene, Denisha
45. Bricker, Cynthia	65. McAteer, Jennifer
46. Burns, Christy	66. McCown, Eric
47. Camarena, Dayna	67. Moroak, Rajbeer
48. Conrey, Allison	68. Oerth, Ziva
49. Decamp, Joy	69. Otsuki, Traci
50. Doering, Gretchen	70. Pearce, Deanna
51. Dohm, Cassandra	71. Pettit, Cyndie
52. Echmann, Michael	72. Potter, Jean
53. Fisher, Joni	73. Pregizer, Alita
54. Foes, Christopher	74. Ramer, Meghann
55. Grichine, John	75. Ramirez, Erica
56. Guevara, Gustavo	76. Ware, Dana
57. Hairston, Marques	77. White, Kathleen
58. Holley, Mary	78. Winslow, Jessica
59. Hudson, Amy	79. Yarbrough, Valari
60. Karukoh, Kimberly	80. Yousuf, Evelyn
61. Knudson, Thomas	

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 12, 2011
Certificated Employees

APPROVE 6/5th ASSIGNMENT 1st SEMESTER

81. Cullinan, Robert**

82. Page, Rachel**

* Special Education Teacher

** Not enough courses to hire an additional teacher (sections are within the site's staffing allocation)

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
83. Cutkomp, Carol	Teacher	ETAP I	09/06/2011
84. Gant, Tina	STAP II	Teacher	09/06/2011
85. Jahn, Sheri	ETAP I	Teacher	09/06/2011
86. Martin-Wilson, Liz	ETAP I	Teacher	09/06/2011
87. O'Brien, Jackie	Teacher	ETAP I	09/06/2011
88. Puccinelli, Sue	Teacher	STAP I	10/13/2011
89. Rader, Melinda	STAP II	Teacher	09/06/2011
90. Slee, Elisa	ETAP I	TOSA-Beckman Science	11/28/2011
91. Stone, Lou	Teacher	ETAP I	09/06/2011
92. Tarui, Ester	Teacher	ETAP I	09/06/2011
93. Thibault, Bobbie	Teacher	ETAP I	09/06/2011
94. Wilson, Maria	Teacher	ETAP I	09/06/2011

APPROVE ADDITIONAL ASSIGNMENTS

95. SIOP Observation, Coaching and Debriefing – Multiple Sites
Not to exceed 18 hours non-instructional pay @ \$30.00 per hour 09/07/2011-06/22/2012
96. Grade Level Leader to Develop and Implement the Viejo Single School Plan – Viejo Elem
Not to exceed 20 hours non-instructional pay @ \$30.00 per hour 10/01/2011-06/30/2012
97. BTSA Program Participating Teacher Guidance and Program Assessment – Personnel
Not to exceed 40 hours non-instructional pay @ \$30.00 per hour 12/01/2011-06/30/2012
98. BTSA Program Teacher Support for the New BTSA Participants – Personnel
Not to exceed 87.5 non-instructional pay @ \$30.00 per hour 12/01/2011-06/30/2012
99. BTSA Program Trainings and Meetings for Participating Teachers – Personnel
Not to exceed 33.5 hours non-instructional pay @ \$30.00 per hour 12/01/2011-06/30/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 12, 2011
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Home/Hospital – Multiple Sites

Not to exceed 5 hours per week instructional pay @ \$35.00 per hour

10/17/2011-06/21/2012

100. Faeta, Keiko

102. Kenney, Valerie

101. Finnsson, Jamie

103. Sauer, Patricia

Homework Club – Multiple Sites

Not to exceed 60 hours instructional pay @ \$35.00 per hour

10/12/2011-06/17/2012

104. Adnams, Craig

108. Pintauro, Stephanie

105. Beligan, Jacqueline

109. Powell, Brooke

106. Finman, Marie

110. Stirling, Brooke

107. Lewis, Elizabeth

Saturday School – Multiple Sites

Not to exceed 60 hours instructional pay @ \$35.00 per hour

09/22/2011-06/23/2012

111. Buckman, Andrea

114. Ortiz, Jaime

112. Estrada, Axel

115. Trotter, Chad

113. O'Rourke, Patrick

Attend PLC Institute Staff Development Conference – Bergeson Elem

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour

01/11/2012

116. Horning, Sarah

Assess Incoming Kindergarten Students – Chaparral Elem

Not to exceed 20 hours instructional pay @ \$35.00 per hour

08/01/2011-09/01/2011

117. Allard Kristi

118. McLaren, Chris

Grade Level Action Planning Team – Chaparral Elem

Not to exceed 20 hours non-instructional pay @ \$30.00 per hour

09/01/2011-06/30/2012

119. Adams, Amy

124. Simpson, Lorinda

120. Austin, Jennifer

125. Sykes, Marie

121. Cameron, Bonnie

126. Valdez, Debbie

122. Gauthier, Karen

127. Whitaker, Leslie

123. McLaren, Chris

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 12, 2011
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Provide Sign Language Classes to Parents per Students IEP's – Crown Valley Elem

Not to exceed 4 hours non-instructional pay @ \$30.00 per hour

09/26/2011-12/12/2011

128. Darling, Cimbire

129. Groves, Lisa

Translate During Conferences – Las Palmas Elem

Not to exceed 15 hours pay at \$18.00 per hour

10/24/2011-06/30/2012

130. Marcelli, Marybel

After School Academic Support for At-Risk Students – Marblehead Elem

Not to exceed 97 hours instructional pay @ \$35.00 per hour

10/10/2011-05/23/2012

131. Maroshek, Barbara

Assist with Disaster/Safety Plan – Marblehead Elem

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour

10/06/2011-10/15/2011

132. Candy, Virginia

Kindergarten Assessments – Marblehead Elem

Not to exceed 6 hours instructional pay @ \$35.00 per hour

08/24/2011-08/25/2011

133. Eltiste, Ellen

135. James, Doug

134. Fontanes, Sarah

Provide Kindergarten Assessments for the Balancing of Kindergarten Classes– Oso Grande Elem

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour

08/30/2011-08/31/2011

136. Bruce, Avonnette

139. McKinstry, Shannon

137. Gustafson, Mary

140. Ralston, Valerie

138. Haskell, Sylvia

Teach Before School Reading Plus Program Class – RH Dana Elem

Not to exceed 48 hours instructional pay @ \$35.00 per hour

Not to exceed 48 hours pay @ \$18.00 per hour

10/24/2011-03/01/2012

141. Cooper, Stephanie

142. Semas, Andrea

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 12, 2011
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

After School Supplemental Educational Services Tutoring Program – San Juan Elem

Not to exceed 24 hours non-instructional pay @ \$30.00 per hour

10/27/2011-06/30/2012

143. Ramirez, Saul

Grade Level Authentic Assessments Aligned with Standards – San Juan Elem

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour

10/18/2011-06/21/2012

144. Perez, Carmen

After School Supplemental Educational Services Tutoring Program Liaison – Viejo Elem

Not to exceed 24 hours non-instructional pay @ \$30.00 per hour

10/27/2011-06/30/2012

145. Becerra, Jesus

Grade Level Leader to Develop and Implement the Viejo Single School Plan – Viejo Elem

Not to exceed 20 hours non-instructional pay @ \$30.00 per hour

10/01/2011-06/30/2012

146. Belmont, Kim

147. Victa, Cleo

Math Homework Support – Aliso Viejo MS

Not to exceed 23 hours instructional pay @ \$35.00 per hour

10/24/2011-05/30/2012

148. Haehn, Marilyn

ADD Training – Marco Forster MS

Not to exceed 20 hours non-instructional pay @ \$30.00 per hour

10/26/2011-06/20/2012

149. Lawbaugh, Cindy

150. Mulcahy, Eileen

After School Program – Marco Forster MS

Not to exceed 68 hours instructional pay @ \$35.00 per hour

Not to exceed 2 hours @ \$18.00 per hour

09/26/2011-06/20/2012

151. Burbach, Ruth

157. Morgan, Ed

152. Caruso, Heather

158. Noble, Kristen

153. Corbin, Nick

159. Romero, Debbie

154. Deptola, Cheri

160. Schroeder, Joanne

155. Herring, Jennifer

161. Southhall, Jackie

156. McKeon, Margie

162. Takach, Eric

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 12, 2011
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

After School Art Class – Newhart MS

Not to exceed 15 hours instructional pay @ \$35.00 per hour

163. McFaul, Maribeth

Collaborated with other Teachers Regarding the ADD/SIOP Conference – Newhart MS

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour

10/1/2011-06/13/2012

164. Japlit, Ginhawa

165. Pescara, Jane

ZAP Program – Newhart MS

Not to exceed 70 hours instructional pay @ \$35.00 per hour

09/19/2011-06/08/2012

166. Hall, David

167. Wilcox, Lisa

Coordinate SST Meetings and Leadership Team Advisor – Niguel Hills MS

Not to exceed 102.7 hours non-instructional pay @ \$30.00 per hour

09/07/2011-06/21/2012

168. Tierney, Kathleen

History Day – Vista Del Mar MS

Not to exceed 5 hours instructional pay @ \$35.00 per hour

10/13/2011-06/21/2012

169. Dewees, Julia

171. Stirling, Brooke

170. Hanley, Kim

Link Crew Coordinator – Aliso Niguel HS

Not to exceed 60 hours non-instructional pay @ \$30.00 per hour

08/01/2010-06/30/2011

172. Biggs, Paul

Auto Academy Tutor – San Clemente HS

Not to exceed 100 hours instructional pay @ \$35.00 per hour

08/07/2011-06/20/2012

173. Mulford, Connie

After School Tutorial – San Clemente HS

Not to exceed 100 hours instructional pay @ \$35.00 per hour

09/19/2011-06/22/2012

174. Auerbach, Nathan

176. Kaneshiro, Reid

175. Jobst, Shelly

177. Satterlee, Robin

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 12, 2011
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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

ELD Advisor – Education Division

Not to exceed 30 hours non-instructional pay @ \$30.00 per hour
08/25/2011-06/30/2012

178. Pintauro, Stefanie

179. Porzuczek, Karin

Home/Hospital – Education Division

Not to exceed 5 hours per week instructional pay @ \$35.00 per hour
09/07/2011-06/30/2012

180. Conover, Nancy

182. Morgan, Shauna

181. Lowe, Debbie

183. Place, Sue

Strategies for Engaging All Students Workshop – Education Division

Not to exceed 5 hours non-instructional pay @ \$30.00 per hour
08/26/2011

184. Stone, Lou

Move Classroom from Hidden Hills Elem to Malcom Elem – Personnel Services

Not to exceed 2 days @ \$90.00 per day
08/30/2011-08/31/2011

185. Noland, Janice

Assisting with Assessments and Prep for IEP's – Special Education

Not to exceed 14 hours non-instructional pay @ \$30.00 per hour
11/01/2011-01/07/2012

186. Fischer, Howard

ESY Support and Training for Sp Ed Teachers and Preschool Assessment Teams – Special Education

Not to exceed 45 hours non-instructional pay @ \$30.00 per hour
07/01/2011-08/18/2011

187. Terhune, Cynthia

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
188. Gunderson, Christine	Child Care	02/08/2012-05/31/2012
189. Pistole, Sandra	Personal	12/09/2011-06/21/2012

Capistrano Unified School District
EMPLOYER

**FLEXIBLE SPENDING ACCOUNT
RECORDKEEPING AGREEMENT**

Rev. 12/09

EXHIBIT 62

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PREAMBLE

This RECORDKEEPING AGREEMENT to be effective as of January 1, 2012 is made by and between Capistrano Unified School District, an entity duly organized and existing under the laws of the State of CA and having its principal place of business in San Juan Capistrano, California (hereinafter referred to as the "Employer") and American Fidelity Assurance Company, a corporation (the "Recordkeeper"), for the Employer's Section 125 Flexible Benefit Plan (the "Plan").

ARTICLE I

DEFINITIONS

Capitalized terms used herein and not otherwise defined herein shall have the same meaning as set forth in the Plan. The masculine gender shall include both sexes; the singular shall include plural and the plural the singular, unless the context otherwise requires.

1.01 "Account" shall mean the account established by the Recordkeeper on behalf of the Employer from which benefits are to be paid in accordance with the terms of the Plan and this Agreement.

1.02 "Plan Administrator" shall mean the Employer or its appointed delegate, which includes the person, persons or group appointed to act as Administrator under the Plan.

1.03 "Agreement" shall mean this Recordkeeping Agreement, as set forth herein, with any and all further supplements and amendments thereto, which supplements and amendments shall be effective as to Employer upon written notice to Employer.

1.04 "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and successor tax laws.

1.05 "Employer" shall mean the Plan Sponsor/Employer and its successors.

1.06 "Participant" shall mean an Employee of an Employer who participates in the Plan under the participation provisions thereof. For purposes of the medical expense reimbursement account, "Participant" does not include Employees who participated during the current plan year, left the plan by discontinuing contributions to the plan, and who then are rehired.

1.07 "New Participant" shall mean an Employee newly hired during the plan year and who has not previously participated in the flexible spending accounts during the current plan year.

1.08 "Plan" shall mean the Employer's Section 125 Flexible Benefit Plan as hereafter amended from time to time.

1.09 “Policy” shall mean the medical expense reimbursement insurance risk coverage contract issued to the Employer by American Fidelity Assurance Company. The Employer has either (a) applied for coverage under the Policy and the Trust Subscription Agreement, as required by the Recordkeeper, has been submitted to the Recordkeeper (See Article VII for limitations of election), (b) not applied for the Policy and will assume the uniform coverage risk for the medical expense reimbursement and has signed and submitted a Flexible Spending Account Agreement, or (c) has not submitted any signed Agreement because the Plan either does not include medical expense reimbursement and only includes dependent daycare reimbursement.

1.10 “Recordkeeper” shall mean American Fidelity Assurance Company as duly appointed by the Employer pursuant to the terms of the Plan.

ARTICLE II

POWERS AND DUTIES OF THE RECORDKEEPER

2.01 Recordkeeper. The Recordkeeper shall provide the recordkeeping and other ministerial services as the Recordkeeper appointed by the Employer as such under the terms of the Plan. The duties of the Recordkeeper shall be only as provided under this Agreement, the Policy or as otherwise agreed to, in writing, by the Recordkeeper.

2.02 Powers of the Recordkeeper. The Recordkeeper shall have such powers as are necessary for the proper payment of claims for medical expense reimbursement and dependent care expense reimbursement benefits under the Plan, including, but not limited to, the following:

(a) To prescribe procedures to be followed by Participants in filing applications for benefits under the Plan and for furnishing evidence necessary to establish their rights to benefits under the Plan;

(b) To apply the provisions of the Plan (including the provision allowing no election changes by participants for the medical expense reimbursement account during the plan year unless otherwise agreed to in writing by the Employer and the Recordkeeper) as interpreted by the Plan Administrator in determining the rights of any Participant who applies for benefits under the Plan and to notify any such Participant of any such determination;

(c) To obtain from the Employer, Participants and others information as shall be necessary for proper accounting of expense reimbursement benefit payments made pursuant to the terms of the Plan, the Policy, and the directions of the Plan Administrator; and

(d) To receive from and hold on behalf of the Plan Administrator those sums of monies in the Account as determined by the Plan Administrator which (i) represent contributions made under the Plan (by Participants or the Employer) and (ii) will be held and administered in accordance with the Plan, the Policy and this Agreement to pay benefits (or to be returned to the Employer).

Provided, the foregoing notwithstanding, the Recordkeeper shall have no power to add to or subtract from or to modify any of the provisions of the Plan, or to change or add to any benefit provided in the Plan.

2.03 Claim Procedure. The Recordkeeper shall pay or deny claims for reimbursement of medical expenses and dependent care expenses in accordance with the terms of the Plan, where applicable. The Recordkeeper shall refer to the Plan Administrator any request for review of a denial of benefits pursuant to the provisions of the claim procedures set forth in the Plan. In accordance with the terms of the Plan, the Plan Administrator (and not the Recordkeeper) shall have the final and absolute authority to determine the validity of claims and whether claims should be paid or denied. Claims will be retained by the Recordkeeper for a period of six years plus the current year, after which they will be purged. No reimbursement will be made to the participant under the dependent day care and/or medical expense reimbursement account until the first contribution is received from the employer and posted to the participant's account.

2.04 Debit Card procedure. The Recordkeeper shall pay or deny claims in the event that the Employer elects to allow the use of debit cards ("Debit Cards") for reimbursement of Eligible Medical Expenses under the Medical Expense Reimbursement Plan, in accordance with Section 8.05 of the Plan.

2.05 Duties of the Recordkeeper. The Recordkeeper shall provide the following recordkeeping services to the Plan Administrator:

(a) At the direction of the Plan Administrator, make expense reimbursement benefit payments from the Account to or for the benefit of Participants entitled to such benefits under the Plan;

(b) Provide to the Plan Administrator by January 15 of each year, if requested, annual statements of monies from Participants received and posted who participated in the Dependent Care Expense Plan as set forth in the Plan during the preceding calendar year;

(d) Prepare a monthly reconciliation of allocations and expense reimbursement benefit payments made from the Account, if requested;

(e) Return unused reimbursement amounts which may be due to the Employer under the terms of the Plan and the Policy on a timely basis following the runoff period after the end of the Plan year.

ARTICLE III

RESPONSIBILITIES OF EMPLOYER AS PLAN ADMINISTRATOR

3.01 Responsibilities Concerning Recordkeeper. The Employer shall take the following actions in connection with its delegation of recordkeeping duties to the Recordkeeper:

(a) Deliver to the Recordkeeper all contributions (both by Participants and the Employer) received by the Employer under the Plan;

(b) Provide any and all cost, claims, contribution and participation information in the format and frequency that the Recordkeeper determines is necessary to perform its recordkeeping duties;

(c) Interpret the Plan and provide written directions to the Recordkeeper concerning (i) the proper interpretation of the terms of the Plan or any expense reimbursement provision thereunder and (ii) payment of benefits; and

(d) Complete and file an annual 5500 report, if necessary.

3.02 Indemnification of Recordkeeper. Notwithstanding any other provision of this Agreement or the Policy, the Employer agrees to indemnify and hold the Recordkeeper harmless from and against any liability, damage, expense (including attorney fees) or cost that it may incur in serving as Recordkeeper under this Agreement, including but not limited to any claim arising from damage experienced by the Employer, the Plan Administrator or a Participant in connection with the adoption or maintenance or administration of the Plan, unless arising from the Recordkeeper's own negligent or willful breach of the provisions of this Agreement.

ARTICLE IV

ESTABLISHMENT OF ACCOUNTS

4.01 Account to Hold Contributions. Pursuant to the Plan and Policy, the Employer is required to collect contributions. The Employer does not desire to retain physical custody of such contributions and has requested that the Recordkeeper hold and administer such contributions as agent of the Employer, for the benefit of the Participants in the Plan. Accordingly, the Employer hereby requests the Recordkeeper to establish the Account for and on behalf of the Employer and the Participants in the Plan. In accordance with the terms and provisions of the Plan, the Employer shall collect and remit to the Recordkeeper all amounts collected by it under the Plan. All amounts received by the Recordkeeper will be credited to the Account which has been established in the name of the Employer by the Recordkeeper. The Employer will deliver all such contributions as soon as reasonably possible following receipt by the Employer in accordance with the terms of the Plan in order that such amounts may be available to pay benefits. No credits for adjustments on previous billings are allowed; any necessary adjustment will be resolved separately from the monthly contributions upon written agreement between Employer and Recordkeeper.

4.02 Account to Remain Property of the Employer. All contributions to the Account (and the Account itself) shall be deemed to be and remain the exclusive property of the Employer until payment of benefits has occurred. The Recordkeeper shall have no proprietary interest in or title to any amounts held in the Account, its duties hereunder being solely to administer the Account for and on behalf of the Employer and the Participants in accordance with the terms

and provisions of the Plan and this Agreement. Further, the Account shall in no manner whatsoever be considered as a trust or other similar entity.

4.03 Status of Recordkeeper. The duties of the Recordkeeper hereunder shall be performed in its capacity as the agent of the Employer for the purposes of administering the Account. Due solely to the fact that the Recordkeeper is administering the Account for and on behalf of the Employer, this fact in no manner whatsoever should be considered as a guarantee to either the Employer or the Participants that all funds which need to be made available for the payment of benefits under the plan are in the Account. The Recordkeeper does not warrant payment of any amounts otherwise due to be paid under the Plan except with respect to those amounts which the Employer has delivered to the Recordkeeper for payment of benefits as provided under the Plan and the Policy. The maximum amount of reimbursement elected by a Participant under the medical expense reimbursement account is available at all times during the period of coverage, as required in Internal Revenue Code Section 125-2 (Q/A-7).

4.04 Account Not to Earn Interest. The Employer has specifically requested of and the Recordkeeper has agreed that the contributions will not be maintained in interest bearing accounts or investments; accordingly, the contributions held in the Account will be held only in non-interest bearing accounts and investments.

ARTICLE V

TERM OF AGREEMENT

5.01 Termination. Unless earlier terminated pursuant to the provisions of 5.02, this Agreement shall remain in effect for one Plan year following the effective date. At the end of one Plan year, this Agreement will continue in full force and effect until terminated. Further, this Agreement will automatically terminate upon termination of the Plan if the Employer certifies to the Recordkeeper that no further benefits are to be paid to Participants. In the event of termination of this Agreement, any and all amounts held in the Account will be returned to the Employer in accordance with the terms of the Policy, and the Employer will then be solely responsible for the performance of the duties otherwise required to be performed by the Recordkeeper hereunder or under the Plan.

5.02 Termination Upon Written Notice. This Agreement may be terminated with or without cause by either party upon no less than ninety (90) days written notice to the other party. In addition, this Agreement may be terminated immediately by written notice specifying a termination date by any party should any of the following events occur: (a) a party fails to comply with this Agreement, or (b) an act of dishonesty or fraud is committed by any party, or (c) any other reason deemed by American Fidelity to be a legitimate business reason. If American Fidelity insures the uniform coverage risk, the risk policy will also terminate and all risk reverts back to the Employer. This would include instances where the Employer consolidates with another entity during the plan year and does not allow the flexible spending accounts to run the full length of the plan year. If American Fidelity's recordkeeping services are terminated, or if Employer terminates either the Section 125 Plan or the flexible spending accounts, a runoff period will only be honored if Employer immediately provides funds to pay any outstanding claims.

ARTICLE VI

FEES FOR SERVICES

6.01 Fees. In consideration of the Recordkeeper performing the services described herein for the Employer, the Employer will pay a fee of \$0 per month for participation in one or both flexible spending accounts for each Participant in the Plan during such month. Payment of all required fees will be made each month during the term of this Agreement following the month in which such services are performed. If the debit card is allowed by the employer in the Medical Expense Reimbursement Account, there will be an additional fee of \$0 per month per participant electing the debit card.

ARTICLE VII

EXCEPTION TO ELECTION CHANGES

7.01 Exception to Election Changes. If the employer applies for the Medical Expense Reimbursement Policy, Participants may not make election changes under said Policy except in the case of termination of employment unless otherwise agreed to in writing by Employer and Recordkeeper, or otherwise stipulated by amendment to this Agreement. This stipulation does not affect election changes under a dependent care account.

ARTICLE VIII

COMPLIANCE WITH HIPAA REQUIREMENTS AS A BUSINESS ASSOCIATE OF THE EMPLOYER

8.01 Recordkeeper as Business Associate. In connection with Recordkeeper's performance of services pursuant to this Agreement, Recordkeeper may create, receive or have access to Protected Health Information ("PHI"). Since HIPAA regulates the use and disclosure of Protected Health Information, Employer and Recordkeeper want to address and ensure in this Article VIII their respective compliance with HIPAA's applicable business associate provisions and requirements in connection with the services performed under this Agreement. Wherever the term "Employer" is used in this Article VIII, it shall mean "Plan Administrator" and "Employer", as those terms are defined in Paragraphs numbered 1.02 and 1.05 of this Agreement.

8.02 Definitions. When used in this Article VIII, the following terms shall have the meanings specified adjacent to them:

- (a) "ARRA" means the American Recovery and Reinvestment Act of 2009.
- (b) "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under 45 C.F.R., Part 164, Part E, which compromises the security or privacy of the PHI.

- (c) “Breach Notification Rule” means the regulations set forth at 45 C.F.R. Part 164, Subpart D, as hereafter amended, which implement the Breach notification requirements set forth in HIPAA.
- (d) “Data Aggregation,” “Designated Record Set,” “Secretary” and “Standard Transaction” shall each have the meaning provided for that term in HIPAA.
- (e) “Electronic PHI” means any PHI that comes within or satisfies the definition of “protected health information” at 45 C.F.R. 160.103(1)(i) and (ii), and is disclosed to, or created, obtained, maintained or received by, Business Associate in connection with, or in any manner related to, Recordkeeper’s performance of services pursuant to this Agreement, or otherwise for or on behalf of Employer or any Plan.
- (f) “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, and all rules and regulations promulgated thereunder, as either or both are amended and revised from time to time.
- (g) “Law” means any and all statutes, legislation, rules, regulations, codes, laws, orders, decrees, decisions, and ordinances enacted, issued or promulgated by any federal, state or local governmental authority, agency, body, commission, board, court or legislature.
- (h) “Person” means any natural person, corporation, limited liability company, partnership, trust, or other legal entity or organization.
- (i) “Plan” means all individual or group health plans, cafeteria plans, and similar employee benefit plans sponsored by the Employer that provide, reimburse or pay the cost of medical care or similar services and to which Recordkeeper now or hereafter provides services.
- (j) “Privacy Rule” means the regulations set forth at 45 C.F.R. Part 160 and Part 164, subparts A and E, as hereafter amended, which implement the privacy requirements set forth in the Administrative Simplification provisions of HIPAA.
- (k) “Protected Health Information” or “PHI” means any and all information constituting “protected health information,” as that term is defined in HIPAA, that is disclosed to, or created, obtained, maintained or received by, Recordkeeper in connection with this Agreement.
- (l) “Secretary” means the Secretary of the Department of Health and Human Services, or his or her duly designated designee.
- (m) “Security Incident” has the same meaning as the term “security incident” in 45 C.F.R. 164.304.

- (n) “Security Rule” means the regulations set forth at 45 C.F.R. Part 164, subpart C, as hereafter amended, which implement the security requirements set forth in the Administrative Simplification provisions of HIPAA.

8.03 Use and Disclosure. Recordkeeper shall neither use nor disclose PHI except as provided in this Article or permitted under applicable law. Except as otherwise specified in this Article, Recordkeeper may make any and all uses of PHI that are reasonably necessary to perform its undertakings with respect to the services under this Agreement. Neither Employer nor any Plan shall request Recordkeeper to use or disclose PHI in any manner that would violate HIPAA.

8.04 Further Limitations or Restrictions. Recordkeeper shall also comply with all further limitations and restrictions on the privacy or any use or disclosure of PHI agreed by Employer or any Plan in accordance with 45 C.F.R. 164.522 to the extent they may affect Recordkeeper’s use or disclosure of PHI provided that Recordkeeper has received prior written notification of those limitations and restrictions from Employer or the applicable Plan. Neither Employer nor any Plan will commit Recordkeeper to any such limitations or restrictions, including, but not limited to, restrictions on the use or disclosure of PHI as provided for or limitations in 45 C.F.R. 164.522, unless those limitations or restrictions are required by applicable Law or, in all other instances, without first obtaining Recordkeeper’s written approval, which approval will not be unreasonably withheld or delayed. Employer shall immediately notify Recordkeeper of any changes in, or revocation of, any authorization or consent of any participant or beneficiary under any Plan with respect to the use or disclosure of PHI, to the extent same may affect Recordkeeper.

8.05 Use for Management and Administration. Recordkeeper may use PHI as necessary for the proper management and administration of Recordkeeper or to carry out the legal responsibilities of Recordkeeper. Recordkeeper may disclose PHI as necessary for the proper management and administration of Recordkeeper or to carry out the legal responsibilities of Recordkeeper if (a) the disclosure is required by Law or (b) prior to the disclosure, Recordkeeper obtains a binding written agreement from each Person to whom Recordkeeper will disclose the PHI which provides that such Person will (i) hold the PHI in confidence and use or further disclose the PHI only as required by law or for the lawful purpose for which Recordkeeper disclosed it to the Person, and (ii) notify Recordkeeper of each instance of which the Person becomes aware in which the confidentiality of the PHI is breached and/or a Security Incident occurs.

8.06 Other Services. Recordkeeper may use PHI, as permitted by HIPAA, to provide Data Aggregation services relating to the health care operations of Employer or any Plan as permitted under HIPAA. Recordkeeper may use PHI to report a violation of Law to the Secretary in accordance with HIPAA.

8.07 Safeguards. Recordkeeper will use appropriate, commercially reasonable safeguards to ensure the confidentiality of PHI permitted under this Agreement. Recordkeeper will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that Recordkeeper creates, receives, maintains or transmits on behalf of Employer or any Plan. Recordkeeper shall promptly notify Employer in writing after Recordkeeper has actual knowledge of any use or disclosure of PHI

not permitted by this Article. Recordkeeper's obligation to protect the privacy of the PHI it created or received for or from Employer will be continuous and survive the termination of Agreement. Recordkeeper will report to the applicable Plan and Employer any Security Incident of which it becomes aware.

8.08 Assignment. In each instance that Recordkeeper provides PHI to any agent, subcontractor, assignee or delegatee and/or assigns or delegates (if such assignment or delegation is permitted hereunder) any of its undertakings with respect to the services under this Agreement to any other Person, then Recordkeeper shall obtain a binding written agreement from each such agent, subcontractor, assignee and delegatee requiring that Person to comply with the provisions of this Article with respect to the use, disclosure and safeguarding of PHI including, without limitation, the implementation of reasonable and appropriate safeguards to protect Electronic PHI and the reporting of Security Incidents involving such Person of which such Person becomes aware.

8.09 Standard Transactions. If Recordkeeper conducts in whole or in part any Standard Transaction for or on behalf of Employer or any Plan, Recordkeeper will comply, and Recordkeeper will require any of its subcontractors or agents involved with the conduct of such Standard Transaction to comply, with each applicable requirement of HIPAA as respects that Standard Transaction, as follows:

- (a) When either party provides, transmits or exchanges data and information electronically to the other party with respect to any Plan, that party shall transfer the data and information in the code sets, data elements, and formats reasonably specified by Recordkeeper. To the extent required by HIPAA, Recordkeeper shall only specify and use the code sets, data elements and formats that comply with HIPAA. All electronic transmissions between the parties shall be to the address provided by the receiving party to the transmitting party. Plan Administrator authorizes Recordkeeper to submit such data and information to Plan Administrator in the specified electronic format after completion of successful testing thereof. If Plan Administrator is unable or unwilling to transfer data in the specified legal electronic format proposed by Recordkeeper, then Recordkeeper shall be under no obligation to receive or transmit data in any other format.
- (b) Recordkeeper shall use its reasonable efforts to provide Plan Administrator with at least sixty (60) days prior written notice of any proposed change by Recordkeeper to any code sets, data elements or segments, and formats then being used by the parties for purposes of the electronic exchange of data and information concerning any Plan.
- (c) Each party will take reasonable measures to ensure that its data transmissions concerning the Policy or containing any PHI are timely, accurate, complete, and secure, and will take reasonable precautions to prevent unauthorized access to the other party's data transmission or operating system. If either party receives data from the other party that was not intended for it, the receiving party will immediately notify the sender to arrange for, at the sender's sole election, the return, re-transmission or destruction of that data.

- (d) Each party will obtain and maintain, at its own expense, its own operating system necessary for timely, complete, accurate, and secure data transmission pursuant to this Agreement. Each party will pay its own costs related to data transmission under this Agreement, including, without limitation, charges for the party's own operating system equipment, software and services, maintaining an electronic mailbox, connection time, terminals, connections, telephones, internet service providers, modems, and applicable minimum use charges, except as otherwise provided in this Agreement or any other agreement between the parties. Each party will be responsible for its own expenses incurred in connection with translating, formatting, and sending or receiving communications over the electronic network to any electronic mailbox of the other party, except as otherwise provided in this Agreement or any other agreement between the parties.
- (e) Each party will provide the other party with all information (including, without limitation, access and security codes) reasonably necessary to allow access to the other party's operating system in order to successfully complete data transmissions and satisfy the transmission and security requirements provided in Agreement. Each party shall test, and cooperate with the other party in testing, each party's operating system to reasonably ensure the accuracy, timeliness, completeness, and confidentiality of each data transmission made in connection with any Plan.
- (f) Each party shall use its reasonable efforts in accordance with prudent business practices to provide uninterrupted access to the operating system of the other party for purposes of electronic transmissions concerning any Plan.
- (g) The parties shall use their good faith efforts to incorporate herein such applicable requirements of HIPAA that are hereafter adopted concerning the privacy, security, standardization or encryption of electronic data transmissions involving any Plan.

8.10 Access. Upon Employer's reasonable written request, Recordkeeper will make available to Employer or, at Employer's direction, to an individual participant in any Plan (or the individual's personal representative) any PHI (in its possession or under its reasonable control) concerning the individual in a Designated Record Set for his or her inspection and obtaining copies for so long as the PHI is so maintained by Recordkeeper. The PHI shall be made available in the format requested by the individual, unless the PHI is not readily producible in such format, in which case it shall be produced in a readable hard copy format. Recordkeeper shall have the right to charge the individual a reasonable cost-based fee, as permitted by 45 C.F.R. 164.524. Recordkeeper does not assume any obligation to coordinate access to PHI maintained by other business associates of Employer or any Plan. Recordkeeper shall make its internal policies, procedures, practices, books and records relating to its safeguarding, use or disclosure of PHI available to the Secretary, in a time and manner reasonably designated by the Secretary for purposes of determining Employer or any Plan's compliance with HIPAA.

8.11 Amendment of PHI. Upon Employer's request, Recordkeeper will promptly amend, or provide Employer with reasonable access to promptly amend, any portion of the PHI or any record in a Designated Record Set in accordance with 45 C.F.R. 164.526 for as long as the PHI

is maintained in a Designated Record Set in the possession or under the reasonable control of Recordkeeper.

8.12 Accounting. Recordkeeper will maintain a record for each disclosure of PHI, which is not excepted from disclosure accounting under HIPAA, including, without limitation, 45 C.F.R. 164.528, that Recordkeeper makes to any Person. That record shall include all information that Employer would be required under HIPAA to respond to a request by a participant in any Plan (or his or her personal representative) for an accounting of disclosures of PHI in accordance with HIPAA, including, without limitation, the information required by 45 C.F.R. 164.528(b)(2).

8.13 Breach of Obligations. If Employer determines that Recordkeeper has breached the provisions of this Article in any material respect and Recordkeeper has not remedied or cannot remedy that breach within fifteen (15) days after its receipt of written notification thereof from Employer, Employer may terminate the recordkeeping arrangement and this Agreement; if termination is not feasible, report the breach to the Secretary.

8.14 Return of PHI. Upon termination of the recordkeeping arrangement or this Agreement and as to the extent permitted by applicable law and as consistent with its other obligations and undertakings provided in this Article, Recordkeeper will, if feasible, return to Employer or destroy all PHI that Recordkeeper still maintains in any form, including all copies of any data or compilations derived from and allowing identification of any individual who is a subject of the PHI. Recordkeeper will complete such return or destruction as promptly as possible. Recordkeeper will identify the conditions that make the return or destruction of any PHI infeasible and any PHI that Recordkeeper cannot feasibly return to Employer or destroy. Recordkeeper will limit its further use or disclosure of that PHI to those purposes that make its return or destruction infeasible, and extend the safeguards and protections of this Agreement to that PHI.

8.15 Compliance By Employer. As between Employer and Recordkeeper, Employer shall be solely responsible for compliance with the applicable plan sponsor disclosure rules of 45 C.F.R. 164.504(f) and other requirements of HIPAA applicable to Employer as the sponsor and/or administrator of any Plan. As between a Plan and Recordkeeper, such Plan shall be solely responsible for its compliance with the applicable obligations and requirements under HIPAA applicable to that Plan as a covered entity. To the extent that Recordkeeper provides PHI (other than “summary health information,” within the meaning of 45 C.F.R. 164.504(a), or enrollment information) to Employer in connection with the services performed under this Agreement or otherwise, Employer will ensure compliance with the requirements of HIPAA including 45 C.F.R. 164.504(f) with respect to that PHI. To the extent that Employer is relying upon the “summary health information” exception to the foregoing plan sponsor disclosure requirements, Employer will ensure, consistent with the provisions of 45 C.F.R. 164.504(f)(ii), that the information in question meets the requirements of that definition and that the information is sought for the purpose of obtaining premium bids or for modifying, amending or terminating the group health plan or any other legally permissible purpose.

8.16 Amendments to HIPAA. Upon the effective date of any final regulation or amendment to HIPAA that conflicts with any term of this Article or which imposes any

requirement, condition or obligation upon Recordkeeper, Employer or any Plan concerning the subject matter hereof that is not imposed by this Article, then this Article will be automatically amended to incorporate the applicable terms and conditions of that regulation or amendment such that this Article contractually imposes those terms upon the party or parties to which they apply. Any ambiguity in this Article shall be resolved in favor of a meaning that results in the parties complying with HIPAA.

8.17 Effective Date. This Article shall be effective on the effective date of this Agreement, except with respect to the applicable requirements of the HIPAA security standards for the protection of Electronic PHI set forth at Subpart C of Part 164 of Title 45 of the Code of Federal Regulations, which shall be effective on the later of the effective date of Agreement or April 20, 2005. The Employer or any Plan's engagement of Recordkeeper to perform any services during which Recordkeeper may create or have access to PHI shall constitute Employer and that Plan's acceptance of, and agreement to, all the terms and provisions of this Article.

8.18 ARRA Compliance. Recordkeeper acknowledges and agrees, as of the applicable effective dates for such provisions, Recordkeeper shall comply with each provision of the American Recovery and Reinvestment Act of 2009 ("ARRA") that extends HIPAA Privacy or Security Rule requirements to Business Associates of Covered Entities. The term "Business Associate" and "Covered Entity" shall have the meanings given such terms at 45 C.F.R. § 160.103.

8.19 Compliance with Breach Notification Rule. Recordkeeper shall report any Breach to Employer and Plan as soon as possible, but in no event later than 30 days after Recordkeeper becomes aware of any Breach. Recordkeeper shall, at the direction of the Plan, cooperate and assist in investigating the Breach, performing a risk assessment, determining whether the Breach is reportable under the Breach Notification Rule, and taking steps to minimize any adverse consequences resulting from the Breach. Recordkeeper shall take appropriate disciplinary action against any of its employees that were involved in the Breach. Recordkeeper shall not report the Breach to any individual, the Secretary or the media and shall keep the investigation strictly confidential. The Plan shall make the determination of whether the Breach is a reportable Breach under the Breach Notification Rule and shall comply with applicable reporting requirements.

SECTION IX

MISCELLANEOUS

9.01 Action by the Employer. Whenever under this Agreement the Employer is permitted or required to do or perform any act or thing, it shall be done and performed by an officer or a proper authority of the Employer.

9.02 Notices. All notices, advice, direction or reports required or permitted to be given under this Agreement shall be in writing and shall be mailed postage prepaid or delivered by hand and acknowledged by signed receipt, addressed as follows:

To Recordkeeper:

American Fidelity Assurance Company
Section 125 Administration
2000 Classen Center
P O Box 25510
Oklahoma City OK 73125-9889

To Employer at last known address

9.03 Applicable Law. The provisions of this Agreement shall be construed, administered, and enforced according to the laws of the State of California.

9.04 Amendment. This Agreement may be amended by Recordkeeper by written notice to Employer.

9.05 Titles. The title of the Articles and Paragraphs hereof are included for convenience only and shall not be construed as a part of this Agreement or in any respect affecting or modifying its provisions.

9.06 Severability. If any provision or provisions of this Agreement shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Agreement, but shall be fully severable and the Agreement shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein.

9.07 Controlling Agreement. This Agreement supersedes and replaces any prior agreement between the parties with respect to the subject matter contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the _____ day of _____, 20____.

Capistrano Unified School District

(Name of Employer)

WITNESS:_____

BY:_____

Title

American Fidelity Assurance Company,
a corporation

WITNESS:_____

BY:_____

Recordkeeper

THIS AGREEMENT IS NULL AND VOID IF ALTERED IN ANY WAY

