

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

BOARD OF TRUSTEES  
Regular Meeting

April 25, 2012

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 LABOR NEGOTIATORS**

Joseph M. Farley/Jodee Brentlinger/Tim Holcomb/Robyn Phillips/  
Julie Hatchel/Sara Jocham/Jeff Bristow/Attorney Jon Pearl  
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)

**B. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION EXHIBIT 3B**

Number of Cases – One  
Informal Dispute Resolution Case No. 46912  
(Pursuant to Government Code §54956.9(a))

**C. STUDENT EXPULSIONS**

**EXHIBITS 3C1-C11**

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

**D. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**

**EXHIBIT 3D**

Director III, Personnel Services/Insurance and Risk Management  
(Pursuant to Government Code §54957)

**RECORDING OF SCHOOL BOARD MEETINGS**

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

**OPEN SESSION AT 7:00 P.M.**

**PLEDGE OF ALLEGIANCE**

**ADOPTION OF THE AGENDA – ROLL CALL**

**REPORT ON CLOSED SESSION ACTION**

**SPECIAL RECOGNITIONS**

*Victoria Jakovich, CARE Foundation, Stephanie Ramsey and Michael Soto, Microsoft -  
\$8,000 Software Gift Grant  
Student Body President's Report – Tesoro High School*

**BOARD AND SUPERINTENDENT COMMENTS**

**ORAL COMMUNICATIONS (Non-Agenda Items)**

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

**DISCUSSION/ACTION ITEMS**

- 1. RESOLUTION NO. 1112-41, AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2012-2013 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2012-2013 TAX AND REVENUE ANTICIPATION NOTES AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID SERIES OF NOTES:**

DISCUSSION/  
ACTION  
Page 1  
**EXHIBIT 1**

Tax and Revenue Anticipation Notes (TRANs) are short-term debt instruments issued by a school district to meet cash flow needs. The District needs additional cash flow because of timing gaps between receipt of revenues and the expenditure of general fund monies. Resolution No. 1112-41 authorizes the District to participate in the California School Cash Reserve Program to issue a TRAN to meet cash flow needs for the 2012-2013 fiscal year.

***CUSD Strategic Plan Pillar 5: Effective Operations***

***Contact: Robyn S. Phillips, Interim Deputy Superintendent, Business and Support Services***

**Staff Recommendation**

It is recommended the Board President recognize Robyn Phillips, Interim Deputy Superintendent, Business and Support Services, to present this item.

Following discussion, it is recommended Trustees approve Resolution No. 1112-41 authorizing the borrowing of funds for fiscal year 2012-2013 and the issuance and sale of 2012-2013 Tax and Revenue Anticipation Notes and participation in the California School Cash Reserve program and requesting the Board of Supervisors of the County to issue and sell said series of notes.

Motion by \_\_\_\_\_

Seconded by \_\_\_\_\_

ROLL CALL:

Student Advisor Ryan Pallas \_\_\_\_\_

Trustee Addonizio \_\_\_\_\_

Trustee Alpaya \_\_\_\_\_

Trustee Brick \_\_\_\_\_

Trustee Bryson \_\_\_\_\_

Trustee Hatton \_\_\_\_\_

Trustee Palazzo \_\_\_\_\_

Trustee Pritchard \_\_\_\_\_

**2. RESOLUTION NO. 1112-39, CLASSIFIED LAYOFF MANAGEMENT AND NON-MANAGEMENT EMPLOYEES:**

DISCUSSION/  
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**EXHIBIT 2**

With the governor's January budget proposal, the District is anticipating a \$50.1 million shortfall as it prepares for 2012-2013. That figure will drop if one of the two tax initiatives to support schools passes in November 2012. With personnel costs now exceeding 90 percent of the District's total budget, the District must consider all options available in an effort to provide maximum flexibility during the budget development process. This includes preparing for the worst-case scenario. Preparing for a significant budget shortfall creates the need to consider reducing or eliminating programs and services. In accordance with Education Code §45117, classified employees may be laid off due to a bona fide reduction, elimination of a service being performed, or lack of funds. The layoff process considers length of service (e.g., seniority) and any other higher classifications, with no skipping permitted for special expertise. This agenda item proposes the elimination of positions due to a lack of funds. Classified employees must be given a forty-five (45) day notice prior to the effective date of any layoff. Individuals laid off shall be eligible for reemployment for a period of 39 months pursuant to Education Code §45298. There will be a budget reduction in the amount of approximately \$3.5 million as a result of this classified layoff.

***CUSD Strategic Plan Pillar 5: Effective Operations***

***Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services***

Staff Recommendation:

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

Following discussion, it is recommended the Board of Trustees approve Resolution No. 1112-39, Classified Layoff Management and Non-Management Employees, in the designated classifications.

Motion by \_\_\_\_\_

Seconded by \_\_\_\_\_

ROLL CALL:

Student Advisor Ryan Pallas \_\_\_\_\_

Trustee Addonizio \_\_\_\_\_

Trustee Alpay \_\_\_\_\_

Trustee Brick \_\_\_\_\_

Trustee Bryson \_\_\_\_\_

Trustee Hatton \_\_\_\_\_

Trustee Palazzo \_\_\_\_\_

Trustee Pritchard \_\_\_\_\_

**3. RESOLUTION NO. 1112-42, REDUCTION OR ELIMINATION OF CERTAIN CERTIFICATED SERVICES:**

DISCUSSION/  
ACTION  
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**EXHIBIT 3**

The District and CUEA scheduled this year's layoff/temporary release hearing for April 18, 2012. Out of the 362 employees who received preliminary notices, approximately 282 requested a hearing and were thereafter deemed "respondents" and subject to the jurisdiction of the Administrative Law Judge (ALJ) who will conduct the hearing. The parties selected April 18, believing the established processes of the District, and the higher level of familiarity of the participants, would provide for a quick hearing. After the issuance of the *Stockton* decision, CUEA and the District agreed to move the hearing for at least two reasons: (1) more than one day is necessary in order to address all issues affecting the District's 362 temporary teachers; and (2) the further out the schedule of the hearing, the more likely it is there will be guidance from the Supreme Court regarding an appeal of the decision. On Friday, April 6, 2012, the ALJ agreed to continue the hearing to June 6, 7, and 8. However, the ALJ only has jurisdiction over respondents. Since some individuals did not request a hearing, and therefore waived their rights, the process becomes bifurcated between the respondents and the non-respondents.

Non-respondents are the certificated employees who did not request a hearing and thus have waived their rights. As a result of the bifurcated process, the District must adhere to existing statutory timelines for all non-respondents, which includes Board action prior to final notification of release on or before May 14, 2012. There are currently 80 non-respondents.

It is important to take note of two important facts concerning non-respondents:

1. While the employees waived their right to participate in the hearing process, any decisions by the Board following the hearing will be made applicable to all employees whether present at the hearing or not.
2. The District retains the ability to rehire these employees, in seniority order, after final notices are given. However, if final notices are not given, the District loses the ability to release them and must incur the cost associated with retaining these employees.

The purpose of this item is to seek approval of the reduction and/or elimination of certificated services. Approval of this resolution provides maximum flexibility as provided the Board in previous years.

***CUSD Strategic Plan Pillar 5: Effective Operations***

***Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services***

Staff Recommendation:

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

Following discussion, it is recommended the Board of Trustees approve Resolution No. 1112-42, Reduction or Elimination of Certain Certificated 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 \_\_\_\_\_

**4. CUEA CONTRACT REOPENER PROPOSAL:**

The current collective bargaining agreement between the District and Capistrano Unified Education Association (CUEA) expires on June 30, 2012. On March 12, 2012, the Board adopted the District's proposal to reopen negotiations for the 2012-2013 school year. Board Policy 4143.1, Public Notice-Issues of Meeting and Negotiations describes the steps to be taken by the Board and its authorized representatives in order to enter into a new agreement with an exclusive bargaining unit. The District has approved its proposal to reopen six articles. On March 30, 2012, CUEA presented the District with the association's proposal.

***CUSD Strategic Plan Pillar 5: Effective Operations***

***Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services***

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the CUEA contract reopener proposal.

Motion by \_\_\_\_\_

Seconded by \_\_\_\_\_

DISCUSSION/

ACTION

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**EXHIBIT 4**

**5. CSEA CONTRACT REOPENER PROPOSAL:**

The current collective bargaining agreement between the District and Capistrano School Employees Association (CSEA) expires on June 30, 2012. On March 12, 2012, the Board adopted the District's proposal to reopen negotiations for the 2012-2013 school year. Board Policy 4143.1, Public Notice-Issues of Meeting and Negotiations describes the steps to be taken by the Board and its authorized representatives in order to enter into a new agreement with an exclusive bargaining unit. The District has approved its proposal to reopen five articles. CSEA is expected to present its proposal to the District by April 20, 2012.

***CUSD Strategic Plan Pillar 5: Effective Operations***

***Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services***

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the CSEA contract reopener proposal.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

**6. RESOLUTION NO. 1112-40, RESOLUTION FOR ACCEPTANCE OF CONTRACT AMENDMENT:**

The California Department of Education has entered into an agreement with the District to amend the current State Preschool Contract #CSPP-1335 to reflect a change from 246 days of operation to 181 days of operation for the current 2011-2012 school year due to a reduction in funding. There is no financial impact.

***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 approve Resolution No. 1112-40, Resolution for Acceptance of Contract Amendment.

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/  
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**EXHIBIT 5**

DISCUSSION/  
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**EXHIBIT 6**

**7. REQUEST TO WAIVE THE PENALTY FOR CLASS SIZE INCREASES:**

The District is requesting a California Department of Education waiver of penalties for increasing kindergarten through third grade class sizes, and for kindergarten through third grade class size averages, in the 2012-2013 school year. Although class sizes may not actually increase if the waiver is granted, its approval will permit increases if they are necessary and approved through collective bargaining processes. The waiver would provide additional staffing and placement options that will reduce the number of combination classes. Class size increases, layoffs, and negotiated concessions regarding salary, work year, and furlough days are being considered because the District must identify \$50 million in budget reductions prior to June 30, 2012. Should the District actually increase class sizes, the waiver would eliminate penalties for kindergarten classes above 31 and first through third grade classes above 30. The waiver would also eliminate the penalties for increasing the district-wide class size averages in kindergarten to above 33 and to above 32 in grades one through three.

***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.

It is recommended the Board of Trustees approve the Request to Waive the Penalty for Class Size Increases.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

**8. ENGLISH READING AND WRITING COURSE PILOT:**

This item seeks approval of the California State University (CSU) Expository Reading and Writing Curriculum as a high school senior-level English course at all six comprehensive high schools. This new course offering is part of the restructuring of the District's senior-year English. The year-long course will be the required senior English class for all students who do not pass the Early Assessment Program portion of the English Language Arts California Standards Test taken during the spring of grade 11. The program utilizes a CSU curriculum and provides free training and materials for all teachers who will instruct the course. Upon Board approval, the course will be submitted for UC/CSU approval as college preparatory English (Subject B) within the UC/CSU systems. It is expected the course will receive this approval since the curriculum has already received special "program status." The only financial impact associated with this item is the teacher release time to attend mandatory training; the funds for training have already been set aside pending Board approval.

***CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment***

***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.

Following discussion, it is recommended the Board of Trustees approve the California State University Expository Reading and Writing Curriculum.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

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**EXHIBIT 7**

DISCUSSION/  
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**EXHIBIT 8**

**9. DIVISION OF STATE ARCHITECT UPDATE:**

Update of progress of the Division of State Architect (DSA) 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 March 12, 2012, meeting.

***CUSD Strategic Plan Pillar 2: Safe and Healthy Schools***

***Contact: Tim Holcomb, Interim Deputy Superintendent, Business & Support Services***

INFORMATION/  
DISCUSSION  
Page 73  
**EXHIBIT 9**

Staff Recommendation:

It is recommended the Board President recognize Tim Holcomb, Interim 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**

**10. SCHOOL BOARD MINUTES:**

Approval of the minutes of the March 28, 2012, regular Board meeting and the April 6, 2012, special Board meeting.

***Contact: Jane Boos, Manager, Board Office Operations***

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**EXHIBIT 10**

**CURRICULUM & INSTRUCTION**

**11. 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 fourteen 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 1112-017 through 1112-030. 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***

**12. EXPULSION READMISSIONS:**

Approval to readmit students from expulsion. Due to the confidential nature of the student expulsion readmission, 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***

**13. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL PILOT TEXTBOOK – FORENSIC SCIENCE:**

Adoption of *Criminalistics: an Introduction to Forensic Science*, 10<sup>th</sup> edition written by Richard Saferstein and published by Pearson/Prentice Hall ©2011. Aliso Niguel High School is requesting the adoption of a pilot title for use with Forensic Science in grades 11 and 12. This pilot title would be adopted for a two-year period pending the evaluation of future publications which are expected to become available in approximately two years and will then include information regarding a 2009 study in this field. The study, authored by the Committee on Identifying the Needs of the Forensic Sciences Community, National Research Council, and entitled *Strengthening Forensic Science in the United States: A Path Forward*, will be used to supplement the text with the most recent findings in this emerging area of science. The proposed textbook has been approved by a vote of 11-2 by the Instructional Materials Review Committee and a copy is on display in the Board room.

***CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment***

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

**14. AGREEMENT FCI-SD-04 BY AND BETWEEN CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AND CAPISTRANO UNIFIED SCHOOL DISTRICT:**

Approval of the agreement for the provision of services from July 1, 2012, through June 30, 2014. The Children and Families Commission of Orange County has entered into an agreement with the District to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development as set forth in the California Children and Families Act of 1998. The provision of services of \$525,100 is included in this funding renewal amendment beginning July 1, 2012, to June 30, 2014.

***CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment***

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

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**EXHIBIT 14**

**BUSINESS & SUPPORT SERVICES**

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

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2). The expenditures related to the listed purchase orders and commercial warrants included in this item were previously authorized as part of the District's budget approval process. The purchase orders total \$1,933,932.04; the commercial warrants total \$8,718,975.97. 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 5: Effective Operations***

***Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services***

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**EXHIBIT 15**

**16. DONATION OF FUNDS AND EQUIPMENT:**

A number of gifts have been donated to the District, including \$172,348.30 in cash. These funds will be deposited in the appropriate school accounts. Items other than cash gifts have no financial impact on the budget. The District does not guarantee maintenance of those items or the expenditure of any District funds for their continued use.

***CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment***

***Contact: Robyn Phillips, Interim Deputy Superintendent, Business and Support Services***

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**EXHIBIT 16**

17. **SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION AGREEMENTS:**  
Approval of the ratification of special education Informal Dispute Resolution (IDR) agreement case #35112 and case #35212. Due to the confidential nature of the agreements, supporting information is provided to the Trustees under separate cover. There is no financial impact.  
*CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment*  
*Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations*
18. **ACCEPTANCE OF FUNDS FOR CALIFORNIA TECHNOLOGY ASSISTANCE PROJECT GRANT:**  
Approval of funds for California Technology Assistance Project (CTAP) Grant. On March 14, 2012, Capistrano Valley High School Teachers Wendy McElfish and Craig Landino were awarded a CTAP grant in the amount of \$6679.69 to be used for the purchase of 13 digital cameras and lens kits. Capistrano Valley High School students will use the cameras to learn the elements and principles of design to produce original photographic art pieces. Expenditures are limited to the grant amount with no District matching fund obligations.  
*CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment*  
*Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services*  
Page 139  
**EXHIBIT 18**
19. **JOINT POWERS AGREEMENT – SUPPLEMENTAL LAW ENFORCEMENT SERVICES, COUNTY OF ORANGE:**  
Approval of a Joint Powers Agreement with the County of Orange Sheriff-Coroner Department to provide supplemental law enforcement services as needed by the District. This agreement covers services for the period of July 1, 2012, through June 30, 2013. The contractor will provide services at the rates indicated in the agreement, paid by various site funds and general fund depending on the services requested. Expenditures are limited to \$20,000.  
*CUSD Strategic Plan Pillar 2: Safe and Healthy Schools*  
*Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services*  
Page 141  
**EXHIBIT 19**
20. **INDEPENDENT CONTRACTOR AGREEMENT – PROFESSIONAL DEVELOPMENT, BEYOND TECHNOLOGY EDUCATION INCORPORATED:**  
Approval of an Independent Contractor Agreement with Beyond Technology Education Incorporated to provide teacher professional development training regarding advanced technology integration into the curriculum. The contractor will provide services at the rates indicated on the fee schedule, paid by Title II funds. Expenditures are limited to \$6,000.  
*CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment*  
*Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services*  
Page 155  
**EXHIBIT 20**
21. **INDEPENDENT CONTRACTOR AGREEMENT – ONLINE TUTORING, BRAINFUSE, INCORPORATED:**  
Approval of an Independent Contractor Agreement with Brainfuse, Incorporated to provide online tutoring for California Preparatory Academy. The contractor will provide services at the rates indicated in the agreement, paid by the general fund. Expenditures are limited to \$3,000.  
*CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment*  
*Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services*  
Page 163  
**EXHIBIT 21**

22. **EXTENSION OF AGREEMENT NO. 11011144 FOR SUPPORT AND TRAINING FOR CONTRACT MANAGEMENT SOFTWARE PROGRAM FOR PUBLIC WORKS PROJECTS – D.R. McNATTY & ASSOCIATES, INCORPORATED:** Page 173  
**EXHIBIT 22**
- Approval of the Extension of Agreement No. 11011144 for software support and training services to be provided by D.R. McNatty & Associates, Incorporated. The vendor was sent a letter requesting reduced pricing for the contract renewal term, May 10, 2012, through May 9, 2013. D.R. McNatty & Associates has offered reduced rates of approximately 3 – 10 percent for all services provided. This contract provides for software support services, on an as-needed basis, related to the various projects currently under construction. Expenditures utilizing this contract are limited to \$3,000, funded by the various project funds.
- CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services*
23. **EXTENSION OF AGREEMENT NO. 11011132 FOR INSURANCE BROKER SERVICES FOR EXCESS WORKERS' COMPENSATION INSURANCE – KEENAN ASSOCIATES:** Page 187  
**EXHIBIT 23**
- Approval of Extension of Agreement No. 11011132 for insurance broker services for excess workers' compensation insurance to be provided by Keenan Associates. The vendor has agreed to maintain the same discounted pricing negotiated last year. Expenditures utilizing this contract are limited to \$18,107, funded from the appropriate accounts, depending on services provided.
- CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services*
24. **AMENDMENT TO CONSULTANT AGREEMENT - BERGMAN & DACEY INCORPORATED, FIRM NAME CHANGE:** Page 203  
**EXHIBIT 24**
- Approval of an amendment to Consultant Agreement No. C0910107 with Bergman & Dacey Incorporated for general legal services changing the firm name to Bergman Dacey Goldsmith, a Professional Law Corporation. All appropriate documentation has been filed with the Purchasing Department to effectuate this change.
- CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services*
25. **RATIFICATION CHANGE ORDER #3 – BID NO. 1011-15, SAN JUAN HILLS HIGH SCHOOL STADIUM PHASE II:** Page 219  
**EXHIBIT 25**
- Approval of the ratification of change order #3 related to the stadium at San Juan Hills High School. In a previous action, the Board of Trustees delegated to the Superintendent the authority to approve work orders changing the cost of construction contracts, provided the cost does not exceed \$25,000 per individual work order. This change order aggregates various work orders that may consist of additions, deletions, or other revisions that are now being presented to the Board of Trustees for ratification. All such changes in the work are performed under applicable conditions of the change in contract documents. The approved work orders and the resulting change order are shown in the exhibit. The original contract sum was \$1,640,000. The new contract sum including change orders through #3 is \$1,709,318.
- CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services*

- 26. RATIFICATION CHANGE ORDER #7 – BID NO. 1011-11, CAPISTRANO VALLEY HIGH SCHOOL PERFORMING ARTS THEATER:** Page 267  
**EXHIBIT 26**
- Approval of the ratification of change order #7 related to the theater at Capistrano Valley High School. In a previous action, the Board of Trustees delegated to the Superintendent the authority to approve work orders changing the cost of construction contracts, provided the cost does not exceed \$25,000 per individual work order. This change order aggregates various work orders that may consist of additions, deletions, or other revisions that are now being presented to the Board of Trustees for ratification. All such changes in the work are performed under applicable conditions of the change in contract documents. The approved work orders and the resulting change order are shown in the exhibit. The original contract sum was \$11,975,007. The new contract sum including change orders through #7 is \$12,133,718.
- CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services*
- 27. RATIFICATION OF CHANGE ORDER #17 – BID NO. 1011-09, SAN JUAN HILLS HIGH SCHOOL 30-METER POOL AND SUPPORT BUILDINGS:** Page 301  
**EXHIBIT 27**
- Approval of the ratification of change order #17 related to the construction of the 30-meter pool and support buildings at San Juan Hills High School. In a previous action, the Board of Trustees delegated to the Superintendent the authority to approve work orders changing the cost of construction contracts, provided the cost does not exceed \$25,000 per individual work order. This change order aggregates various work orders that may consist of additions, deletions, or other revisions that are now being presented to the Board of Trustees for ratification. All such changes in the work are performed under applicable conditions of the change in contract documents. The approved work orders and the resulting change orders are shown in the exhibit. The original contract sum was \$3,023,000. The new contract sum including change order #17 is \$3,259,525.
- CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services*
- PERSONNEL SERVICES**
- 28. RESIGNATIONS/RETIREMENTS/EMPLOYMENT–CLASSIFIED EMPLOYEES:** Page 331  
**EXHIBIT 28**
- 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*
- 29. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:** Page 345  
**EXHIBIT 29**
- 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*
- 30. QUARTERLY REPORT – WILLIAMS SETTLEMENT UNIFORM COMPLAINT:** Page 355  
**EXHIBIT 30**
- Acceptance of Williams Settlement Second Quarter Report. As a result of the Williams Settlement, Education Code §35186 mandates school districts establish policies and procedures to resolve deficiencies related to textbooks and instructional materials, teacher vacancies or misassignments, facility conditions posing a threat to student/staff health or safety, and instruction and services for the California High School Exit Examination. Furthermore, the law requires that any deficiencies or complaints be reported to the Board of Trustees at a regularly scheduled public meeting each quarter. There are no deficiencies or complaints to report this quarter.
- CUSD Strategic Plan Pillar 5: Effective Operations.*  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services*

**31. INTERN NURSING PROGRAM, UNIVERSITY OF WISCONSIN-GREENBAY PROFESSIONAL PROGRAM IN NURSING:**

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**EXHIBIT 31**

Approval of intern agreement with the University of Wisconsin to offer a nursing intern program. Under the supervision of a District nurse, the nursing intern will work on a health related teaching project and assist in the development of the District's web-based health training modules for staff. These interns will shadow a District nurse to observe and learn their roles and responsibilities. There is no additional financial impact.

***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, MAY 14, 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](http://www.capousd.org)

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

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

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

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

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

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

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

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

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

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

### REASONABLE ACCOMMODATION

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

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

April 25, 2012

**RESOLUTION NO. 1112-41**

**AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2012-2013 AND  
THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2012-2013 TAX AND  
REVENUE ANTICIPATION NOTES AND PARTICIPATION IN THE CALIFORNIA  
SCHOOL CASH RESERVE PROGRAM AND REQUESTING THE BOARD OF  
SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID SERIES OF NOTES**

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**BACKGROUND INFORMATION**

Tax and Revenue Anticipation Notes (TRANs) are short-term debt instruments issued by a school district to meet cash flows needs. The District needs additional cash because of timing gaps between receipt of revenues and the expenditure of general fund monies.

The District receives the largest portion of its revenue from local property taxes, which are paid primarily in December and April of each year. The District receives a smaller portion of its revenue on a monthly basis from state and federal programs. As such, in the months prior to the receipt of property taxes, the District is projected to experience a cash shortage. In order to offset this potential cash shortage, the District has historically issued TRANs in order to meet cash flow needs. In July 2011, the District issued a TRAN in the amount of \$75 million.

The resolution authorizes the District to participate in the California School Cash Reserve Program sponsored by California School Boards Association Finance Corporation. Since 1988, the program has pooled the issuance of over 5,500 TRANs for California school districts, community college districts, and county offices of education, and provided school districts with a cost-effective pooled structure.

Adoption of the resolution authorizes the District to participate in the program and delegates to the administration the authority to execute all necessary documents.

**CURRENT CONSIDERATIONS**

This agenda item requests Board approval of Resolution No. 1112-41 to issue an amount not to exceed \$75 million in a TRAN for the 2012-2013 fiscal year through the California School Cash Reserve Program sponsored by the California School Boards Association Finance Corporation. It is projected the District will experience a cash flow shortfall of approximately \$75 million in December 2012. Issuing the TRAN will allow the District to meet its financial obligations for 2012-2013. Without this short-term borrowing, the District will be unable to meet its financial obligations and become fiscally insolvent. All TRAN obligations will be repaid from property tax receipts by April 2013. Mark Farrell, Managing Director of Piper Jaffray & Company, will attend the meeting and be available to answer any questions Trustees may have.

Resolution No. 1112-41, Authorizing the Borrowing of Funds for the Fiscal Year 2012-2013 and the Issuance and Sale of One or More Series of 2012-2013 Tax and Revenue Anticipation Notes and Participation in the California School Cash Reserve Program and Requesting the Board of Supervisors of the County to Issue and Sell Said Series of Notes

April 25, 2012

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### **FINANCIAL IMPLICATIONS**

The cost of issuance for the 2012-2013 TRAN is estimated at \$115,000. This includes fees for the financial advisor, bond counsel, disclosure counsel, bank counsel, rating agency, printing, and other administrative costs.

The interest rate paid to bond holders is estimated at 0.4 percent based on current market conditions. All expenses are expected to be offset by the purchase premium and interest earnings. The purchase premium is paid by the buyer at the time of the bond sale and is the amount above the face value of the TRAN for which it sells. Proceeds from the TRAN will be invested with the Orange County Treasurer and interest earnings are projected at 0.5 percent.

### **STAFF RECOMMENDATION**

It is recommended the Board President recognize Robyn S. Phillips, Interim Deputy Superintendent, Business and Support Services, who will present this item.

Following discussion, it is recommended Trustees approve Resolution No. 1112-41 authorizing the borrowing of funds for fiscal year 2012-2013 and the issuance and sale of one or more series of 2012-2013 Tax and Revenue Anticipation Notes and participation in the California School Cash Reserve program and requesting the Board of Supervisors of the County to issue and sell said series of notes.

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**San Juan Capistrano, California**

**RESOLUTION NO. 1112-41**

**AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2012-2013 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2012-2013 TAX AND REVENUE ANTICIPATION NOTES AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID SERIES OF NOTES**

**CAPISTRANO UNIFIED SCHOOL DISTRICT\***

**COUNTY OF ORANGE**

**MAXIMUM AMOUNT OF BORROWING:  
\$75,000,000**

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

**WHEREAS**, the governing board (the "Board") has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2013 ("Fiscal Year 2012-2013") by the issuance of its 2012-2013 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt by or accrual to the District during Fiscal Year 2012-2013 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the

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\* If the Name of the District indicated on the face hereof is not the correct legal name of the District which adopted this Resolution, it shall nevertheless be deemed to refer to the District which adopted this Resolution, and the Name of the District indicated on the face hereof shall be treated as the correct legal name of said District for all purposes in connection with the Program (as hereinafter defined).

general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof), capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

**WHEREAS**, the Principal Amount may, as determined by the Authorized Officer (as hereinafter defined), be divided into two or more portions evidenced by two or more Series of Notes, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation if one Series of Notes is issued, or if more than one Series of Notes are issued, such Principal Amount will be equal to the sum of the Series Principal Amounts (as defined in Section 2 hereof) as confirmed and set forth in the Pricing Confirmation applicable to each Series of Notes; and

**WHEREAS**, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance, in one or more Series, of the Notes; \*\* and

**WHEREAS**, because the District does not have fiscal accountability status pursuant to Section 42650 or Section 85266 of the California Education Code, it requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Notes in one or more Series; and

**WHEREAS**, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in said Section 53853, following receipt of this Resolution, and the Notes, in one or more series, are issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Notes, in one or more series, in its name pursuant to the terms stated herein; and

**WHEREAS**, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2012-2013 which will be received by or which will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which will be available for the payment of the principal of each Series of Notes and the interest thereon; and

**WHEREAS**, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2012-2013 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special

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\*\* Unless the context specifically requires otherwise, all references to "Series of Notes" herein shall be deemed to refer, to (i) the Note, if issued in one series by the County (or the District, as applicable) hereunder, or (ii) each individual Series of Notes severally, if issued in two or more series by the County (or the District, as applicable) hereunder.

revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

**WHEREAS**, pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2012-2013 are authorized to be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided); and

**WHEREAS**, the District has determined that it is in the best interests of the District to participate in the California School Cash Reserve Program (the "Program"), whereby participating school districts, community college districts and county boards of education (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes; and

**WHEREAS**, due to uncertainties existing in the financial markets, the Program has been designed with alternative structures, each of which the District desires to approve; and

**WHEREAS**, under the first structure (the "Certificate Structure"), the District would issue one or more Series of Notes, each Series of Notes to be marketed with some or all of the notes issued simultaneously by other Issuers participating in the Program, and Piper Jaffray & Co., as underwriter for the Program (the "Underwriter"), would form one or more pools of notes or series of certificates (the "Certificates") of participation (the "Series of Certificates") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series of Certificates, and (ii) possibly other features, all of which the District hereby authorizes the Underwriter to determine; and

**WHEREAS**, the Certificate Structure requires the Issuers participating in any particular Series of Certificates to deposit their applicable series of tax and revenue anticipation notes with U.S. Bank National Association, as trustee (the "Trustee"), pursuant to a trust agreement between such Issuers and the Trustee (the trust agreement applicable to each Series of Certificates, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the "Trust Agreement"), and requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Certificates evidencing and representing proportionate undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series of Certificates; and

**WHEREAS**, if the Certificate Structure is implemented, the District desires to have the Trustee execute and deliver a Series of Certificates which evidences and represents interests of the owners thereof in each Series of Notes issued by the District and the notes issued simultaneously by other Issuers participating in such Series of Certificates; and

**WHEREAS**, as additional security for the owners of each Series of Certificates, all or a portion of the payments by all of the Issuers of their respective series of notes comprising such Series of Certificates may or may not be secured by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider (or credit providers) (collectively, the "Credit

Provider”) designated in the applicable Trust Agreement, as finally executed, pursuant to a credit agreement (or agreements) or commitment letter (or letters) (such credit agreement (or agreements) or commitment letter (or letters), if any, in the forms presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the “Credit Agreement”) identified in the applicable Trust Agreement, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

**WHEREAS**, pursuant to the Certificate Structure, the Underwriter will submit an offer to purchase each Series of Notes issued by the District and the notes issued by other Issuers participating in the same Series of Certificates all as evidenced and represented by such Series of Certificates (which offer will specify, as designated in the Pricing Confirmation applicable to the sale of such Series of Notes to be sold by the District, the principal amount, interest rate and Credit Instrument (if any)), and has submitted a form of certificate purchase agreement (such certificate purchase agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the “Certificate Purchase Agreement”) to the Board; and

**WHEREAS**, pursuant to the Certificate Structure each participating Issuer will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Certificates, (ii) if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer’s allocable share of all Predefault Obligations and the Issuer’s Reimbursement Obligations, if any (each as defined in the Trust Agreement); and

**WHEREAS**, the Certificate Structure requires that each participating Issuer approve the Trust Agreement, the alternative Credit Instruments and Credit Agreements, if any, and the Certificate Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

**WHEREAS**, under the second structure (the “Bond Pool Structure”), participating Issuers would be required to sell each series of their tax and revenue anticipation notes to the California School Cash Reserve Program Authority (the “Authority”) pursuant to note purchase agreements (such note purchase agreements, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the “Note Purchase Agreements”), each between such individual Issuer and the Authority, and dated as of the date of the Pricing Confirmation applicable to the sale of the individual Issuer’s series of notes to be sold, a form of which has been submitted to the Board; and

**WHEREAS**, the Authority, pursuant to advice of the Underwriter, will form one or more pools of notes of each participating Issuer (the “Pooled Notes”) and assign each respective series of notes to a particular pool (the “Pool”) and sell a series of senior bonds (each a “Series of Senior Bonds”) and, if desirable, a corresponding series of subordinate bonds (each a “Series of Subordinate Bonds” and collectively with a Series of Senior Bonds, a “Series of Pool Bonds”) secured by each Pool pursuant to an indenture and/or a supplement thereto (the original indenture

and each supplement thereto applicable to a Series of Pool Bonds to which the Note shall be assigned is hereinafter collectively referred to as the "Indenture") between the Authority and the Trustee, each Series of Pool Bonds distinguished by (i) whether or what type(s) of Credit Instrument(s) secure(s) such Series of Pool Bonds, (ii) the principal amounts or portions of principal amounts of the notes of such respective series assigned to the Pool, or (iii) other factors, and the District hereby acknowledges and approves the discretion of the Authority, acting upon the advice of the Underwriter, to assign the District's Notes of such respective Series to such Pool and such Indenture as the Authority may determine; and

**WHEREAS**, at the time of execution of the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District, the District will (in such Pricing Confirmation) request the Authority to issue a Series of Pool Bonds pursuant to an Indenture to which such Series of Notes identified in such Pricing Confirmation will be assigned by the Authority in its discretion, acting upon the advice of the Underwriter, which Series of Pool Bonds will be payable from payments of all or a portion of principal of and interest on such Series of Notes and the other respective series of notes of other participating Issuers assigned to the same Pool and assigned to the same Indenture to which the District's Series of Notes is assigned; and

**WHEREAS**, as additional security for the owners of each Series of Pool Bonds, all or a portion of the payments by all of the Issuers of the respective series of notes assigned to such Series of Pool Bonds may or may not be secured (by virtue or in form of the Series of Pool Bonds, as indicated in the Pricing Confirmation applicable to such Series of Pool Bonds, being secured in whole or in part) by one or more Credit Instruments issued by one or more Credit Providers designated in the applicable Indenture, as finally executed, pursuant to a Credit Agreement, if any, identified in the applicable Indenture, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

**WHEREAS**, pursuant to the Bond Pool Structure each Issuer, whose series of notes is assigned to a Pool as security for a Series of Pool Bonds, will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Pool Bonds, (ii), if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Indenture) applicable to such Series of Pool Bonds; and

**WHEREAS**, the Bond Pool Structure requires that each participating Issuer approve the Indenture, the alternative Credit Instruments and Credit Agreements, if any, and the Note Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement, if any, to be determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

**WHEREAS**, pursuant to the Bond Pool Structure, the Underwriter will submit an offer to the Authority to purchase, in the case of each Pool of notes, the Series of Pool Bonds which will be secured by the Indenture to which such Pool will be assigned; and

**WHEREAS**, all or portions of the net proceeds of each Series of Notes issued by the District, may be invested in one or more Permitted Investments (as defined in the Trust

Agreement or the Indenture, as applicable), including under one or more investment agreements with one or more investment providers (if any), the initial investment of which is to be determined in the Pricing Confirmation related to such Series of Notes; and

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

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

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

Section 2.      Issuance of Notes.

(A)      Initial Issuance of Notes. This Board hereby determines to borrow, and hereby requests the Board of Supervisors of the County to borrow for the District, in anticipation of the receipt by or accrual to the District during Fiscal Year 2012-2013 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)\* of the District, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of Notes under Sections 53850 *et seq.* of the Act, designated generally as the District's "2012-2013 [Subordinate]\*\* Tax and Revenue Anticipation Notes, Series \_\_\_" in one or more of the following Series, in order of priority of payment as described herein:

(1)      the Series A Notes, being the initial Series of Notes issued under this Resolution, together with one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a parity with the Series A Notes (collectively, the "Senior Notes"); and

(2)      one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a subordinate basis to (i) any Senior Notes, and (ii) any previously issued Subordinate Notes if so specified in the related Pricing Confirmation (collectively, the "Subordinate Notes"), which Subordinate Notes shall be identified as such.

Each such Series of Notes shall be issued in the form of one registered note at the principal amount thereof (the "Series Principal Amount") as set forth in the applicable Pricing Confirmation and all such Series Principal Amounts aggregating to the Principal Amount set forth in such Pricing Confirmations, in each case, to bear a series designation, to be dated the date of its respective delivery to the respective initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen (13) months thereafter on a date indicated on

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\* For purposes of this Resolution, such funds shall be referred to as the "capital fund" and "special revenue fund."

\*\* A Series of Notes shall bear the "Subordinate" designation if it is a Series of Subordinate Notes.

the face thereof and determined in the Pricing Confirmation applicable to such Series of Notes (collectively, the "Maturity Date"), and to bear interest, payable at the applicable maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the applicable Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation applicable to such Series of Notes and indicated on the face of such Series of Notes (collectively, the "Note Rate").

With respect to the Certificate Structure, if a Series of Notes as evidenced and represented by the corresponding Series of Certificates is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If a Series of Notes as evidenced and represented by the corresponding Series of Certificates is unsecured in whole or in part and is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

With respect to the Bond Pool Structure, if a Series of Pool Bonds issued in connection with a Series of Notes is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Series of Notes in whole or in part and all principal of and interest on such Series of Notes is not paid in full at maturity or payment of principal of and interest on such Series of Notes is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Indenture), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Indenture). If a Series of Notes or the Series of Pool Bonds issued in connection therewith is not so secured in whole or in part and such Series of Notes is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

In each case set forth in the preceding two paragraphs, the obligation of the District with respect to such Defaulted Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2012-2013 within the meaning of Article XVI, Section 18 of the California Constitution, as provided in Section 8 hereof.

Both the principal of and interest on each Series of Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust

office of U.S. Bank National Association in Los Angeles, California, or as otherwise indicated in the Trust Agreement or the Indenture, as applicable. The Principal Amount may, prior to the issuance of any Series of Notes, be reduced from the Maximum Amount of Borrowing specified above, in the discretion of the Underwriter upon consultation with the Authorized Officer. The Principal Amount shall, prior to the issuance of the last Series of Notes, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") as to the legality thereof or, if applicable, the exclusion from gross income for federal tax purposes of interest thereon (or on any Series of Pool Bonds related thereto). The Principal Amount shall, prior to the issuance of the last Series of Notes, also be reduced from the Maximum Amount of Borrowing specified above, and other conditions shall be met by the District prior to the issuance of each Series of Notes, if and to the extent necessary to obtain from the Credit Provider that issues the Credit Instrument securing the corresponding Series of Certificates evidencing and representing such Series of Notes or the related Series of Pool Bonds to which such Series of Notes is assigned its agreement to issue the Credit Instrument securing such Series of Certificates or Series of Pool Bonds, as the case may be. Notwithstanding anything to the contrary contained herein, if applicable, the approval of the corresponding Credit Provider of the issuance of such Series of Notes and the decision of the Credit Provider to deliver the Credit Instrument shall be in the sole discretion of the Credit Provider, and nothing herein shall be construed to require the Credit Provider to issue a Credit Instrument or to approve the issuance of such Series of Notes.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Notes, in the District's name, in one or more series, pursuant to the terms stated in this Section 2 and the terms stated hereafter. The Notes, in one or more series, shall be issued in conjunction with the note or notes (in each case, in one or more series) of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

(B) Issuance of Additional Notes. The District (or the County on its behalf, as applicable) may at any time issue pursuant to this Resolution, one or more Series of Additional Notes consisting of Senior Notes or Subordinate Notes (including Subordinate Notes that are further subordinated to previously issued Subordinate Notes, as provided in the applicable Pricing Confirmation), subject in each case to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Series of Additional Notes:

(1) The District shall not have issued any tax and revenue anticipation notes relating to the 2012-2013 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its Unrestricted Revenues (as defined in Section 8) that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

(2) The aggregate Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or

by any resolution of the Board amending or supplementing this Resolution (each a "Supplemental Resolution").

(3) Whenever the District shall determine to issue, execute and deliver any Additional Notes pursuant to this Section 2(B), the Series Principal Amount of which, when added to the Series Principal Amounts of all Series of Notes previously issued by the District, would exceed the Maximum Amount of Borrowing authorized by this Resolution, the District shall adopt a Supplemental Resolution amending this Resolution to increase the Maximum Amount of Borrowing as appropriate and shall submit such Supplemental Resolution to the Board of Supervisors of the County as provided in Section 53850 *et seq.* of the Act with a request that the County issue such Series of Additional Notes in the name of the District as provided in Sections 2(A) and 9 hereof. The Supplemental Resolution may contain any other provision authorized or not prohibited by this Resolution relating to such Series of Additional Notes.

(4) The District may issue a Series of Additional Notes that are Senior Notes payable on a parity with all other Series of Senior Notes of the District or that are Subordinate Notes payable on a parity with one or more Series of outstanding Subordinate Notes, only if it obtains (a) the consent of each Credit Provider relating to each previously issued Series of Notes that will be on a parity with such Series of Additional Notes, and (b) evidence that no rating then in effect with respect to any outstanding Series of Certificates or Series of Bonds, as applicable, from a Rating Agency will be withdrawn, reduced, or suspended solely as a result of the issuance of such Series of Additional Notes (a "Rating Confirmation"). Except as provided in Section 8, the District may issue one or more Series of Additional Notes that are subordinate to all previously issued Series of Notes of the District without Credit Provider consent or a Rating Confirmation. The District may issue tax and revenue anticipation notes other than in connection with the Program under this Resolution only if such notes are secured by a pledge of its Unrestricted Revenues that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder.

(5) Before such Additional Notes shall be issued, the District shall file or cause to be filed the following documents with the Trustee:

(a) An Opinion of Counsel to the District to the effect that (A) such Additional Notes constitute the valid and binding obligations of the District, (B) such Additional Notes are special obligations of the District and are payable from the moneys pledged to the payment thereof in this Resolution, and (C) the applicable Supplemental Resolution, if any, has been duly adopted by the District.

(b) A certificate of the District certifying as to the incumbency of its officers and stating that the requirements of this Section 2(B) have been met.

(c) A certified copy of this Resolution and any applicable Supplemental Resolution.

(d) If this Resolution was amended by a Supplemental Resolution to increase the Maximum Amount of Borrowing, the resolution of the County Board of Supervisors approving such increase in the Maximum Amount of Borrowing and the issuance of such Additional Notes, or evidence that the County Board of Supervisors has elected to not issue such Additional Notes.

(e) An executed counterpart or duly authenticated copy of the applicable Certificate Purchase Agreement or Note Purchase Agreement.

(f) A Pricing Confirmation relating to the Series of Additional Notes duly executed by an Authorized Officer (as defined in Section 4).

(g) The Series of Additional Notes duly executed by the applicable County representatives as provided in Section 9 hereof, or executed by the applicable Authorized Officers of the District if the County shall have declined to issue the Series of Additional Notes in the name of the District, either in connection with the initial issuance of the Series A Notes or in connection with any Supplemental Resolution increasing the Maximum Amount of Borrowing.

(h) If the Additional Notes are to be parity Senior Notes or parity Subordinate Notes, the Credit Provider consent(s) and Rating Confirmation(s) required pursuant to paragraph (4) above.

Upon the delivery to the Trustee of the foregoing instruments and, if the Bond Pool Structure is implemented, satisfaction of the provisions of Section 2.12 of the Indenture with regard to the issuance of a corresponding Series of Additional Bonds (as defined therein), the Trustee shall authenticate and deliver said Additional Notes to, or upon the written request of, the District. Upon execution and delivery by the District and authentication by the Trustee, said Additional Notes shall be valid and binding obligations of the District notwithstanding any defects in satisfying any of the foregoing requirements.

Section 3. Form of Notes. Each Series of the Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Sale of Notes; Delegation. Any one of the President or Chairperson of the Board, the Superintendent, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or, in the absence of said officer, his or her duly appointed assistant (each an "Authorized Officer"), is hereby authorized and directed to negotiate, with the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented), an interest rate or rates on each Series of the Notes to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Underwriter or the Authority, as applicable, for the respective Series of the Notes, which purchase price shall be at a discount which when added to the

District's share of the costs of issuance shall not be more than the greater of (a) one percent (1%) of (i) the Principal Amount of the Note, if only one Series of Notes is issued or (ii) the Series Principal Amount of each individual Series of Notes, if more than one series is issued, or (b) two thousand five hundred dollars (\$2,500). If such interest rate and price and other terms of the sale of the Series of Notes set out in the Pricing Confirmation applicable to such Series of Notes are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement applicable to such Series of Notes to be delivered by the Underwriter (on behalf of itself, if the Certificate Structure is implemented and on behalf of the Authority, if the Bond Pool Structure is implemented) to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter or the Authority, as applicable, of said negotiation of interest rates and purchase price during the period from May 1, 2012 (or the date of adoption of this Resolution if after May 1, 2012) through June 15, 2013 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement or the Note Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Certificate Purchase Agreement or the Note Purchase Agreement applicable to such Series of Notes, substantially in the forms presented to this meeting, which forms are hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Certificate Purchase Agreement or Note Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Certificate Purchase Agreement or the Note Purchase Agreement(s), as applicable, and/or the corresponding Pricing Confirmation(s).

Section 5. Program Approval. The District hereby delegates to the Authority the authority to select which structure (*i.e.*, the Certificate Structure or the Bond Pool Structure) shall be implemented, with the Authorized Officer of the District accepting and approving such selection by execution of the applicable Pricing Confirmation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be combined with notes of other Issuers into a Series of Certificates as set forth in general terms in the Pricing Confirmation (which need not include specific information about such other notes or Issuers) applicable to such Series of Notes, and shall be marketed and sold simultaneously with such other notes of that Series with such credit support (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Certificates which shall evidence and represent proportionate, undivided interests in such Series of Notes in the proportion that the face amount of such Series of Notes bears to the total

aggregate face amount of such Series of Notes and the notes issued by other Issuers which the Series of Certificates represent. Such Certificates may be delivered in book-entry form.

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Certificates which evidences and represents interests of the owners thereof in the related Series of Notes of the District and the notes issued by other Issuers evidenced and represented by such Series of Certificates, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes, the Trust Agreement and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation, the Trust Agreement and the Credit Agreement(s) (if any).

The form of Trust Agreement, alternative general types of Credit Instruments and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement and the Credit Agreement(s), if applicable, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, Credit Agreement(s) and Pricing Confirmation, respectively.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Underwriter is hereby authorized to distribute the Preliminary Official Statement in connection with the offering and sale of each Series of Certificates. Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement for each Series of Certificates. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement for the applicable Series of Certificates shall be, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in a Preliminary Official Statement relating to the other Issuers or any Credit Provider, and the Authority is hereby authorized to certify on behalf of the District that each Preliminary Official Statement is, as of its date, deemed final within the meaning of the Rule. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the related Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Certificates, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute each Series of Certificates on behalf of the District pursuant to the terms and conditions set forth in the related Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Certificate contained in the Trust Agreement. When so executed, each Series of Certificates shall be delivered by the Trustee to the Underwriter upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement and the applicable Certificate Purchase Agreement.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes as evidenced and represented by a Series of Certificates shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to such Series of Certificates, and therefore, if applicable, all or a portion of such Series of Notes, if any, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of Certificates which evidence and represent such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the applicable Series of Certificates will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

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

If the Certificate Structure is implemented, any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of a Tax-Exempt (as defined in Section 7) Series of Notes and the related Series of Certificates. To the extent permitted by law, the Authority, the Trustee, the Underwriter and Bond Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of a Tax-Exempt Series of Notes and the related Series of Certificates, as directed by an Authorized Officer of the District.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, the Pricing Confirmation for a Series of Notes may, but shall not be required to, specify the Series of Pool Bonds to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers).

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Senior Bonds and corresponding Series of Subordinate Bonds, if any, to which each Series of Notes issued by the District will be assigned, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation and the Credit Agreement(s) (if any).

The alternative general types of Credit Instruments and the forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver a Credit Agreement(s), if any, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Credit Agreement and Pricing Confirmation, respectively.

The form of Indenture presented to this meeting is hereby acknowledged and approved, and it is acknowledged that the Authority will execute and deliver the Indenture and one or more Supplemental Indentures, which shall be identified in the Pricing Confirmation applicable to the Series of Notes to be issued, in substantially one or more of said forms with such changes therein as the Authorized Officer who executes such Pricing Confirmation shall require or approve (substantially final forms of the Indenture and the Supplemental Indenture (if applicable) to be delivered to the Authorized Officer concurrently with the Pricing Confirmation applicable to the Series of Notes to be issued), such approval of such Authorized Officer and this Board to be conclusively evidenced by the execution of the Pricing Confirmation applicable to such Series of Notes. It is acknowledged that the Authority is authorized and requested to issue one or more Series of Pool Bonds (consisting of a Series of Senior Bonds and, if desirable, a corresponding Series of Subordinate Bonds) pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed.

Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement(s) and Official Statement(s) of the Authority relating to a Series of Pool Bonds. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the corresponding Preliminary Official Statement or other offering document relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to such Series of Notes or the Series of Pool Bonds issued in connection with such Series of Notes, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of such Series of Notes or the Series of the Pool Bonds issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of such Series of Pool Bonds will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes is secured in whole or in part by a Credit Instrument (by virtue of the fact that the corresponding Series of Pool Bonds is secured by a Credit Instrument), any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, assigned to the Series of Pool Bonds issued in connection with such Series of Notes, at the time of original issuance of such Series of Pool Bonds. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

(C) Appointment of Professionals. Piper Jaffray & Co. (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as underwriter for the Program, the law firm of Orrick, Herrington & Sutcliffe LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as bond counsel for the Program, and the law firm of Kutak Rock LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as special counsel to the District in connection with the Program.

Section 6. No Joint Obligation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with such notes of other Issuers participating in the Program into a Series of Certificates evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to owners of a Series of Certificates is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and the applicable Series of Notes as evidenced and represented by such Series of Certificates. Owners of Certificates, to the extent of their interest in a Series of Notes, shall be treated as owners of such Series of Notes and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and such Series of Notes. The District hereby recognizes the right of the owners of a Series of Certificates acting directly or through the Trustee to enforce the obligations and covenants contained in the Series of Notes evidenced and represented thereby, this Resolution and the Trust Agreement. The District shall be directly obligated to each owner of a Series of Certificates for the principal and interest payments on the Series of Notes evidenced and represented by such Certificates without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, each Series of Notes will be issued in conjunction with a series of notes of one or more other Issuers and will be assigned to a Pool in order to secure a corresponding Series of Pool Bonds. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and such Series of Notes.

Section 7. Disposition of Proceeds of Notes. The moneys received from the sale of each Series of Notes evidenced and represented by a Series of Certificates or each Series of Pool Bonds issued in connection with a Series of Notes, as the case may be, allocable to the District's share of the costs of issuance (which shall include any fees and expenses in connection with the related Credit Instrument(s) applicable to such Series of Notes or Series of Pool Bonds) shall be deposited in an account in the Costs of Issuance Fund established for such Series of Notes or such Series of Pool Bonds, as applicable, and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, and expended as directed by the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented) on Costs of Issuance as provided in the Trust Agreement or the Indenture, as applicable. The moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, is hereby designated the "Deposit to Proceeds Subaccount" and shall be deposited in the District's Proceeds Subaccount attributed to such Series of Notes hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to use and expend moneys, upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as

applicable. The Pricing Confirmation applicable to each Series of Notes shall set forth such amount of the Deposit to Proceeds Subaccount. Each Authorized Officer is hereby authorized to approve the amount of such Deposit to Proceeds Subaccount. Subject to Section 8 hereof, the District hereby covenants and agrees to replenish amounts on deposit in each Proceeds Subaccount attributed to a Series of its Note to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

The Trustee shall transfer to each Payment Account (hereinafter defined) relating to a Series of Notes from amounts on deposit in the related Proceeds Subaccount attributed to such Series of Notes on the first day of each Repayment Period (as defined hereinafter) (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date, are equal to the percentages of the principal and interest due with respect to such Series of Notes at maturity for the corresponding Repayment Period set forth in such Pricing Confirmation; provided, however, that on the twentieth date of the next to last Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), or, if only one Repayment Period is applicable to a Series of Notes, on the twentieth day of the month preceding the Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), the Trustee shall transfer all remaining amounts in the Proceeds Subaccount attributed to the Series of Notes to the related Payment Account all as and to the extent provided in the Trust Agreement or the Indenture, as applicable; provided, however, that with respect to the transfer in or prior to any such Repayment Period, as applicable, if said amount in the Proceeds Subaccount attributed to a Series of Notes is less than the corresponding percentage set forth in the Pricing Confirmation applicable to the related Series of Notes of the principal and interest due with respect to such Series of Notes at maturity, the Trustee shall transfer to the related Payment Account attributed to such Series of Notes of the District all amounts on deposit in the Proceeds Subaccount attributed to such Series of Notes on the day designated for such Repayment Period.

For Notes issued in calendar 2012, in the event either (A) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2012, will, at the time of the issuance of such Tax-Exempt Series of the Notes (as indicated in the certificate of the District executed as of the date of issuance of such Tax-Exempt Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2012, will, at the time of the issuance of such Tax-Exempt Series of Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Tax-Exempt Series of Notes.

For Notes issued in calendar year 2013, in the event either (A) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2013, will, at the time of the issuance of such Tax-Exempt Series of the Notes (as indicated in the certificate of the District executed as of the date of issuance of such Tax-Exempt Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2013, will, at the time of the issuance of such Tax-Exempt Series of Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Tax-Exempt Series of Notes.

Amounts in any Proceeds Subaccount relating to a Tax-Exempt Series of Notes of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of each Tax-Exempt Series of Notes, the balance in the related Proceeds Subaccount attributable to cash flow borrowing and treated for federal tax purposes as proceeds of such Tax-Exempt Series of Notes is low enough so that the amounts in the Proceeds Subaccount attributable to such Tax-Exempt Series of Notes qualify for an exception from the rebate requirements (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986 (the "Code"), the District shall promptly notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Orrick, Herrington & Sutcliffe LLP, Bond Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

The term "Tax-Exempt" shall mean, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes pursuant to Section 103 of the Code, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code. Each Series of Notes issued hereunder (or any Series of Pool Bonds related thereto) may be issued as a Tax-Exempt Series of Notes or such that the interest on such Series of Notes is not Tax-Exempt.

#### Section 8. Source of Payment.

(A) Pledge. The term "Unrestricted Revenues" shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2012-2013 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing

Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on all Series of Notes issued hereunder, subject to the payment priority provisions of Section 17 hereof and this Section 8, the District hereby pledges the first Unrestricted Revenues to be received by the District in the periods specified in each Pricing Confirmation as Repayment Periods (each individual period a "Repayment Period" and collectively "Repayment Periods"), in an amount equal to the percentages of the principal and interest due with respect to each Series of Notes at maturity for the corresponding Repayment Period specified in such Pricing Confirmations (the "Pledged Revenues").

(B) Lien and Charge. As provided in Section 53856 of the Act, all Series of Notes issued hereunder and the interest thereon, subject to the payment priority provisions of Section 17 hereof and this Section 8, shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues.

(C) General Obligation. As provided in Section 53857 of the Act, notwithstanding the provisions of Section 53856 of the Act and of subsection (B) of this Section, all Series of Notes issued hereunder shall be general obligations of the District and, in the event that on the tenth Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each such Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes) the District has not received sufficient Unrestricted Revenues to permit the deposit into each Payment Account of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available, in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

(D) Payment Accounts. In order to effect, in part, the pledge provided for in subsection (A) of this Section, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of Notes issued hereunder (each a "Payment Account") by the Trustee under the Trust Agreement or the Indenture, as applicable, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District hereby covenants and agrees to cause to be deposited directly in each Payment Account (and shall request specific amounts from the District's funds on deposit with the County Treasurer for such purpose) a pro-rata share (as provided below) of the first Unrestricted Revenues received in each Repayment Period specified in the Pricing Confirmation(s) and any Unrestricted Revenues received thereafter until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the respective Series of Notes (as set forth in a

certificate from the Underwriter to the Trustee), is equal in the respective Repayment Periods identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to such Series of Notes at maturity specified in the Pricing Confirmation applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any applicable Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any applicable Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other applicable Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

Subject to the payment priority provisions of Section 17 hereof and this Section 8, any moneys placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the owners of the applicable Series of Certificates if the Certificate Structure is implemented and the holders of the Series of Pool Bonds issued in connection with the Pool of which such Series of Notes is a part if the Bond Pool Structure is implemented, and (ii) (to the extent provided in the Trust Agreement or the Indenture, as applicable) the Credit Provider(s), if any. Subject to the payment priority provisions of Section 17 hereof and this Section 8, the moneys in the Payment Account attributed to the Series of Notes shall be applied only for the purposes for which the Payment Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of such Series of Notes with interest to maturity (in accordance with the requirements for defeasance of the related Series of Certificates or Series of Bonds, as applicable, as set forth in the Trust Agreement or the Indenture, as applicable) and, if applicable (to the extent provided in the Trust Agreement or the Indenture, as applicable, and, if applicable, the corresponding Credit Agreement), the payment of all Predefault Obligations and Reimbursement Obligations owing to the corresponding Credit Provider.

(E) Determination of Repayment Periods. With respect to each Series of Notes, the length of any individual Repayment Period determined in the related Pricing Confirmation shall not exceed the greater of three (3) consecutive calendar months or ninety (90) days and the number of Repayment Periods determined in the related Pricing Confirmation shall not exceed six (6); provided, however, that (1) the first Repayment Period of any Series of Subordinate Notes shall not occur prior to the end of the last Repayment Period of any outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes; and (2) if the first Repayment Period of any Series of Subordinate Notes overlaps the last Repayment Period of any outstanding Series of Notes of a higher priority, no deposits shall be made in the Payment Account of such Subordinate Notes until all required amounts shall have been deposited into the Payment Account(s) of all outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes. Any Authorized Officer is hereby authorized to approve the determination of the Repayment Periods and percentages of the principal and interest due with respect to each Series of Notes at maturity required to be on deposit in the related Payment Account in each Repayment Period, all as specified in the Pricing Confirmation applicable to such Series of Notes, by executing and delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

(F) Application of Moneys in Payment Accounts. On any interest payment date (if different from the Maturity Date) and on the Maturity Date of a Series of Notes, the moneys in the Payment Account attributed to such Series of Notes shall be transferred by the Trustee, to the extent necessary, to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date, the principal of and interest with respect to such Series of Notes or to reimburse the Credit Provider(s) for payments made under or pursuant to the Credit Instrument(s), subject to the payment priority provisions of Section 17 hereof and this Section 8. In the event that moneys in the Payment Account attributed to any Series of Notes are insufficient to pay the principal of and/or interest with respect to such Series of Notes in full on an interest payment date and/or the Maturity Date, moneys in such Payment Account together with moneys in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:

- (1) with respect to all Series of Senior Notes:
  - a. first, to pay interest with respect to all Series of Senior Notes pro-rata;
  - b. second, (if on the Maturity Date) to pay principal of all Series of Senior Notes pro-rata;
  - c. third, to reimburse each Credit Provider for payment, if any, of interest with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
  - d. fourth, to reimburse each Credit Provider for payment, if any, of principal with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
  - e. fifth, to pay pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable) any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to each Credit Provider relating to all Series of Senior Notes, as applicable;
- (2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;
- (3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and
- (4) lastly, to pay any other Costs of Issuance not previously disbursed.

Any moneys remaining in or accruing to the Payment Account attributed to each such Series of Notes after the principal of all the Series of Notes and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, and obligation, if any, to pay any rebate amounts in accordance with the provisions of the Trust Agreement or the Indenture, as applicable, have been paid, or provision for such payment has been made, if any, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement, the Indenture or the related Credit Agreement(s), as applicable.

Nothing herein shall be deemed to relieve the District from its obligation to pay its Note of any Series in full on the applicable Maturity Date(s).

(G) Financial Reports and Deficiency Reports. If, as of the first Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), beginning in the Repayment Period designated in Section 3.03 of the Trust Agreement or the Indenture, as applicable, the total amount on deposit in the District's Payment Account applicable to any Series of Notes and the Proceeds Subaccount applicable to such Series of Notes, taking into consideration anticipated earnings thereon to the Maturity Date of such Series of Notes, is less than the amount required to be on deposit in the Payment Account attributed to such Series of Notes in such Repayment Period (as specified in the Pricing Confirmation applicable to the Series of Notes) and any outstanding Predefault Obligations and Reimbursement Obligations (if any), the District shall promptly file with the Trustee, the Underwriter and the corresponding Credit Provider, if any, a Financial Report, and on the tenth Business Day of such Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), if applicable, a Deficiency Report, in substantially the forms set forth as Exhibits C and D to the Trust Agreement or the Indenture (or corresponding Exhibit of a Supplemental Indenture), as applicable, and shall provide such other information as the corresponding Credit Provider(s), if any, shall reasonably request. In the event of such deficiency, the District shall have no further right to requisition any moneys from any Proceeds Subaccount applicable to any Series of its Notes issued pursuant to this Resolution.

(H) Investment of Moneys in Proceeds Subaccounts and Payment Accounts. Moneys in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be invested by the Trustee pursuant to the Trust Agreement or the Indenture, as applicable, in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Trust Agreement or the Indenture, as applicable, and as designated in the Pricing Confirmation applicable to such Series of Notes. The type of initial investments to be applicable to the proceeds of the Series of Notes shall be determined by the District as designated in the Pricing Confirmation applicable to such Series of Notes. In the event the District designates an investment agreement or investment agreements as the investments, the District hereby appoints the bidding agent designated in the Pricing Confirmation (the "Bidding Agent") as its designee as a party authorized to solicit bids on or negotiate the terms of the investment agreement or investment agreements and hereby authorizes and directs the Trustee to invest such funds pursuant to such investment agreement or investment agreements (which (i) shall be with a provider or providers, or with a provider or providers whose obligations are guaranteed or insured by a financial entity, the senior debt or

investment contracts or obligations under its investment contracts of which are rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Certificates or Series of Pool Bonds (each, a "Rating Agency"), or whose commercial paper rating is in the highest rating category (with regard to any modifiers) of each such Rating Agencies, or (ii) shall be fully collateralized by investments listed in subsection (1) of the definition of Permitted Investments set forth in the Trust Agreement or the Indenture, as applicable, as required by such Rating Agencies to be rated in one of the two highest rating categories, and shall be acceptable to the corresponding Credit Provider, if any, and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation applicable to such Series of Notes) and authorizes the Trustee to enter into such investment agreement or agreements on behalf of the District. The Bidding Agent, on behalf of itself and any investment broker retained by it, is authorized to accept a fee from the investment provider in an amount not in excess of 0.2% of the amount reasonably expected, as of the date of acquisition of the investment contract, to be invested under the investment contract over its term. Each Authorized Officer is hereby authorized and directed to execute and deliver such side letter or letters as are reasonably required by an investment agreement provider, acknowledging such investment and making reasonable representations and covenants with respect thereto. The District's funds in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be accounted for separately. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to any Series of Notes, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount applicable to such Series of Notes or the Payment Account applicable to such Series of Notes.

Notwithstanding any other investment policy of the District heretofore or hereafter adopted, the investment policy of the District pertaining to each Series of Notes and all funds and accounts established in connection therewith shall be consistent with, and the Board hereby authorizes investment in, the Permitted Investments. Any investment policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section.

Section 9. Execution of Note. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute each Note of any Series issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign each such Note by manual or facsimile signature and to affix the seal of the County to each such Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Series of Notes as referenced in Section 2 hereof, any one of the President or Chairperson of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or any duly appointed assistant thereto, shall be authorized to countersign each such Note by manual or

facsimile signature. Said officers of the County or the District, as applicable, are hereby authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Certificate Purchase Agreement or Note Purchase Agreement, as applicable, this Resolution and the Trust Agreement or Indenture, as applicable. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

Section 10. Note Registration and Transfer. (A) As long as any Series of the Notes remains outstanding, the District shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Trust Agreement or Indenture, as applicable, to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer of a Note of a Series, the District, the County or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

(B) Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name a Note of a Series is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

(C) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such

Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.

(D) The Trustee or the Authorized Officer of the District, acting separately or together, are authorized to sign any letter or letters of representations which may be required in connection with the delivery of any Series of Certificates or Series of Pool Bonds (in each case, to which such Series of Notes is assigned), if such Series of Certificates and Series of Pool Bonds are delivered in book-entry form.

(E) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of each Note of a Series issued, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.

(F) If any Note of a Series shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the County or the District, as applicable. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District, as applicable, and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2012-2013 pursuant to Article XVI, Section 6 of the Constitution of the State of California; provided, however, that the District may request the County Treasurer to make such temporary transfers of funds if all amounts required to be deposited into the Payment

Account(s) of all outstanding Series of Notes (regardless of when due and payable) shall have been deposited into such Payment Account(s).

Section 12. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and enter into and perform its obligations under the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and (ii) authorize the County to issue one or more Series of Notes on its behalf or, if applicable, issue one or more Series of Notes.

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

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

(D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of each Series of Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2012-2013 setting forth expected revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its revised or final budget for Fiscal Year 2012-2013, (ii) provide to the Trustee, the Credit Provider(s), if any, and the Underwriter, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2006-2007 through

Fiscal Year 2010-2011, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected and to collect at least eighty-five percent (85%) of such amount for Fiscal Years 2011-2012 and 2012-2013, respectively.

(G) The District (i) is not currently in default on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed a petition in bankruptcy.

(H) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider(s), if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Underwriter, the Trustee and the Credit Provider(s), if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request, including the Financial Report and Deficiency Report, if appropriate, appearing as Exhibits C and D to the Trust Agreement or the Indenture, as applicable.

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

(J) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Credit Provider(s), if any, or (ii) in any way that would materially adversely affect the interests of any holder or owner of any Series of the Notes, Certificates or Pool Bonds, as applicable, issued in connection with any Series of the Notes; provided, however that, if the Program is implemented, the District may adopt one or more Supplemental Resolutions without any such consents in order to increase the Maximum Amount of Borrowing in connection with the issuance of one or more Series of Additional Notes as provided in Section 2(B)(4) hereof.

(K) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the corresponding Credit Agreement will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.

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

(M) The District shall not incur any indebtedness that is not issued in connection with the Program under this Resolution and that is secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

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

(O) So long as any Series of Certificates or Pool Bonds executed or issued in connection with a Series of Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on such Series of Notes other than the pledge and lien of the Trust Agreement or the Indenture, as applicable.

(P) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Underwriter and the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2012 (the "Fiscal Year 2011-2012") within the meaning of Section 42133 of the California Education Code. The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Credit Provider(s), if any, and Bond Counsel if it (or, in the case

of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2011-2012 or Fiscal Year 2012-2013 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(Q) The District will maintain a positive general fund balance in Fiscal Year 2012-2013.

(R) The District will maintain an investment policy consistent with the policy set forth in Section 8(H) hereof.

(S) The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Credit Provider(s), if any, and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

Section 13. Tax Covenants. (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on each Tax-Exempt Series of Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) under Section 103 of the Code. Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Tax-Exempt Series of the Notes or any other funds of the District which would cause any Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) to be an “arbitrage bond” within the meaning of Section 148 of the Code, a “private activity bond” within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is “federally guaranteed” as provided in Section 149(b) of the Code. The District, with respect to the proceeds of each Tax-Exempt Series of the Notes, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), this subsection (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto) is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception

to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds related thereto) (calculated in accordance with Section 7), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2012-2013 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund (with separate subaccounts therein for each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the "2012-2013 Tax and Revenue Anticipation Note Rebate Fund" or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 13, no one other than the holders or former holders of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the Certificate or the Bond owners, as applicable, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.

(D) The covenants contained in this Section 13 shall survive the payment of all Series of the Notes.

#### Section 14. Events of Default and Remedies.

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

(A) Failure by the District to make or cause to be made the deposits to any Payment Account required to be made hereunder on or before the fifteenth (15th) day after the date on which such deposit is due and payable, or failure by the District to make or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;

(B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or any Credit Provider, unless the Trustee and such Credit Provider shall all agree in writing to an extension of such time prior to its expiration;

(C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Certificate Purchase Agreement(s) or the Note

Purchase Agreement(s), as applicable (including the Pricing Confirmation(s)), or the Credit Agreement(s) or in any requisition or any Financial Report or Deficiency Report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, or the Credit Agreement(s) or in connection with any Series of the Notes, is false or misleading in any material respect;

(D) Any event of default constituting a payment default occurs in connection with any other bonds, notes or other outstanding debt of the District;

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

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

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

(H) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Notes (and any Series thereof).

Whenever any Event of Default referred to in this Section 14 shall have happened and be continuing, subject to the provisions of Section 17 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement or the Indenture, as applicable, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring any Series of Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the applicable Payment Account(s) of the District under the Trust Agreement or the Indenture, as applicable, an amount equal to all of the principal of all Series of Notes and interest thereon to the respective final maturity(ies) of such Series of Notes, plus all other amounts due

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

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

Notwithstanding the foregoing, and subject to the provisions of Section 17 hereof and to the terms of the Trust Agreement or the Indenture, as applicable, concerning exercise of remedies which shall control if inconsistent with the following, if any Series of Notes is secured in whole or in part by a Credit Instrument or if a Credit Provider is subrogated to rights under any Series of Notes, as long as each such Credit Provider has not failed to comply with its payment obligations under the corresponding Credit Instrument, each such Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and as applicable, prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any owner of a Certificate to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such owner's Certificate.

If any Credit Provider is not reimbursed on any interest payment date applicable to the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in the Trust Agreement or in the Indenture, as applicable, or if any principal of or interest on such Series of Notes remains unpaid after the Maturity Date of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid portion thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 15. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable from the corresponding Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in each such Payment Account at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all Series of Notes shall be in accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

The District hereby agrees to maintain the Trustee under the Trust Agreement or the Indenture, as applicable, as paying agent, registrar and authenticating agent of any and all Series of Notes.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Trust Agreement or the Indenture, as applicable, including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 16. Sale of Notes. If the Certificate Structure is implemented, each Series of Notes as evidenced and represented by the applicable Series of Certificates shall be sold to the Underwriter, in accordance with the terms of the Certificate Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved. If the Bond Pool Structure is implemented, each Series of Notes shall be sold to the Authority in accordance with the terms of the Note Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved.

Section 17. Subordination. (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 8(F) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes and any Credit Provider(s) that issues a Credit Instrument with respect to such Series of Senior Notes and, notwithstanding any provision of this Resolution, may not be supplemented, amended or otherwise modified without the written consent of all such holders and Credit Provider(s).

Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series of Senior Notes or such holder's representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

In no event may any holder of all or any part of the Series of Subordinate Notes, or the corresponding Credit Provider(s), exercise any right or remedy available to it on account of any

Event of Default on the Series of Subordinate Notes, (1) at any time at which payments with respect thereto may not be made by the District on account of the terms of this Section, or (2) prior to the expiration of forty-five (45) days after the holders of the Series of Subordinate Notes, or the corresponding Credit Provider(s), shall have given notice to the District and to the holders of the Series of Senior Notes and the corresponding Credit Provider(s), of their intention to take such action.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Pricing Confirmation, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section 17 relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section 17 relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

Section 18. Continuing Disclosure Undertaking. The provisions of this Section 18 shall be applicable only if the Certificate Structure is implemented.

(A) The District covenants, for the sole benefit of the owners of each Series of Certificates which evidence and represent the applicable Series of Notes (and, to the extent specified in this Section 18, the beneficial owners thereof), that the District shall:

(1) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Trustee acting as dissemination agent (the "Dissemination Agent"), to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District:

- a. Principal and interest payment delinquencies on such Series of Notes and the related Series of Certificates;
- b. Unscheduled draws on debt service reserves reflecting financial difficulties;
- c. Unscheduled draws on credit enhancements reflecting financial difficulties;
- d. Substitution of credit or liquidity providers, or their failure to perform;

- e. Issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
- f. Tender offers;
- g. Defeasances;
- h. Rating changes; or
- i. Bankruptcy, insolvency, receivership or similar event of the obligated person.

For the purposes of the event identified in subsection i., the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(2) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Dissemination Agent, to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District, if material:

- a. Unless described in subsection (A)(1)e., adverse tax opinions or other material notices or determinations by the Internal Revenue Service with respect to the tax status of such Series of Notes and the related Series of Certificates or other material events affecting the tax status of such Series of Notes and the related Series of Certificates;
- b. Modifications to rights of owners and beneficial owners of the Series of Certificates which evidence and represent such Series of Notes;
- c. Optional, contingent or unscheduled bond calls;
- d. Release, substitution or sale of property securing repayment of such Series of Notes;
- e. Non-payment related defaults;
- f. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District,

other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; or

- g. Appointment of a successor or additional Trustee or the change of name of a Trustee.

Whenever the District obtains knowledge of the occurrence of an event described in subsection (A)(2) of this Section, the District shall determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District learns of the occurrence of an event described in subsection (A)(1) of this Section, or determines that the occurrence of an event described in subsection (A)(2) of this Section would be material under applicable federal securities laws, the District shall within ten business days of occurrence, through the Dissemination Agent, file a notice of such occurrence with the Municipal Securities Rulemaking Board. The District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

All documents provided to the Municipal Securities Rulemaking Board shall be provided in an electronic format, as prescribed by the Municipal Securities Rulemaking Board, and shall be accompanied by identifying information, as prescribed by the Municipal Securities Rulemaking Board.

(B) In the event of a failure of the District to comply with any provision of this Section, any owner or beneficial owner of the related Series of Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. A default under this Section shall not be deemed an Event of Default under Section 14 hereof, and the sole remedy under this Section in the event of any failure of the District to comply with this Section shall be an action to compel performance.

(C) For the purposes of this Section, a "beneficial owner" shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Certificates of the Series which evidences and represents such Series of Notes (including persons holding Certificates through nominees, depositories or other intermediaries and any Credit Provider as a subrogee).

(D) The District's obligations under this Section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Series of Certificates, the District shall give notice of such termination in the same manner as for a listed event under subsection (A)(1) of this Section.

(E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or

report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this Section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Section or any other means of communication, or including any other notice of occurrence of a listed event under subsection (A)(1) or (A)(2) of this Section (each, a “Listed Event”), in addition to that which is required by this Section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Section, the District shall have no obligation under this Section to update such information or include it in any future notice of occurrence of a Listed Event.

(F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this Section, and any provision of this Section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (A) of this Section, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the applicable Series of Notes and the related Series of Certificates, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the applicable Series of Notes and the related Series of Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the owners or beneficial owners of the related Certificates. In the event of any amendment or waiver of a provision of this Section, notice of such change shall be given in the same manner as for an event listed under subsection (A)(1) of this Section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(G) The Dissemination Agent shall have only such duties as are specifically set forth in this Section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District’s share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(H) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter, any Credit Provider and owners and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Section 19. Approval of Actions. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Certificate Purchase Agreement and Trust Agreement or the applicable Note Purchase Agreement and the Indenture, as applicable. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Notes and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, investment contracts (or side letters or agreements thereto), other or additional municipal insurance policies or credit enhancements or credit agreements or insurance commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of Notes, execution or issuance and delivery of the corresponding Series of Certificates or Series of Pool Bonds, as applicable, and investment of the proceeds thereof, in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, and the officers of the County referred to above in Section 9 hereof, are hereby designated as "Authorized District Representatives" under the Trust Agreement or the Indenture, as applicable.

In the event that any Series of Notes or a portion thereof is secured by a Credit Instrument, the Authorized Officer is hereby authorized and directed to provide the applicable Credit Provider with any and all information relating to the District as such Credit Provider may reasonably request.

Section 20. Proceedings Constitute Contract. The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Certificates or Bonds to which such Series of Notes is assigned, and the corresponding Credit Provider(s), if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable.

Section 21. Limited Liability. Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Certificates or Series of Pool Bonds to which such Series of Notes may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof, and the County is not liable for payment of any Note or any other obligation of the District hereunder.

Section 22.     Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 23.     Submittal of Resolution to County. The Secretary or Clerk of the Board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer of the County and to the County Superintendent of Schools.

**EXHIBIT A**  
**FORM OF NOTE**

R-1

\$ \_\_\_\_\_

\_\_\_\_\_ DISTRICT/ \_\_\_\_\_ BOARD OF EDUCATION  
COUNTY OF \_\_\_\_\_, CALIFORNIA  
2012-2013 [SUBORDINATE]\* TAX AND REVENUE ANTICIPATION NOTE, SERIES \_\_\_\_

Date of  
Original Issue

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

SERIES PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

<u>Interest Rate</u>		<u>Maturity Date</u>		
____%		____, 20__		
<u>First</u> <u>Repayment Period</u>	<u>Second</u> <u>Repayment Period</u>	<u>Third</u> <u>Repayment Period</u>	<u>Fourth</u> <u>Repayment Period</u>	<u>Fifth</u> <u>Repayment Period</u>
____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	100% of the total of principal and interest due at maturity**

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on \_\_\_\_\_ 1, 20\_\_ and] on the maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or to pay the principal of or interest on this Note on the

\* To bear this designation if this Note is a Series of Subordinate Notes.

\*\* Length and number of Repayment Periods and percentages and amount of principal of Note shall be determined in Pricing Confirmation (as defined in the Resolution).

maturity date or the [Credit Provider(s)] (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the [Credit Instrument(s)] (as defined in the Resolution) to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]\*

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]\*\*

The term "Unrestricted Revenues" means the taxes, income, revenue, cash receipts and other moneys provided for Fiscal Year 2012-2013 which will be received by or will accrue to the District during such fiscal year for the general fund [and capital fund and/or special revenue fund] of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained in the Resolution, the District has pledged the first Unrestricted Revenues of the District received in the Repayment Periods set forth on the face hereof in an amount equal to the corresponding percentages of principal of, and [in the final Repayment Period,] interest due on, the Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"). As provided in Section 53856 of the California Government Code, subject to the payment priority provisions contained in the Resolution, the Note and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Note shall be a general obligation of the District and, in the event that on [the tenth business day of each such Repayment Period], the District has not received sufficient Unrestricted Revenues to permit the deposit into the payment account established for the Note of the full amount of Pledged

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\* This paragraph is applicable only if the Note is issued by the District.

\*\* This paragraph is applicable only if the Note is issued by the County.

Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period as provided in the Resolution, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available, as set forth in the Resolution and subject to the payment priority provisions contained therein. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

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

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

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

[IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer and caused its official seal to be affixed hereto either manually or by facsimile impression hereon as of the date of authentication set forth below.]\*

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\* Applicable only if the Note is issued by the County.

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

[COUNTY OF \_\_\_\_\_]\*  
[DISTRICT/\_\_\_\_\_  
BOARD OF EDUCATION]\*\*

By \_\_\_\_\_  
Title:

[(SEAL)]

Countersigned

By \_\_\_\_\_

Title:

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\*\* This paragraph is applicable only if the Note is issued by the District.

**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

**U.S. BANK NATIONAL ASSOCIATION,  
as Trustee**

**BY \_\_\_\_\_  
AUTHORIZED OFFICER**

### ASSIGNMENT

For Value Received, the undersigned, \_\_\_\_\_, hereby sells, assigns and transfers unto \_\_\_\_\_ (Tax Identification or Social Security No. \_\_\_\_\_) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

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**NOTICE:** The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

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**NOTICE:** Signature(s) must be guaranteed by an eligible guarantor institution.

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

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of the District duly and regularly held at the regular meeting place thereof on the 25th day of April, 2012, of which meeting all of the members of said Board had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES: ( )

NOES ( )

ABSENT ( )

ABSTAIN ( )

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

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect. The Maximum Amount of Borrowing specified in the foregoing resolution is \$75,000,000.

Dated: \_\_\_\_\_

---

Joseph M. Farley, Ed. D.  
Secretary of the Board of Trustees  
Capistrano Unified School District  
Orange County

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

April 25, 2012

RESOLUTION NO. 1112-39  
CLASSIFIED LAYOFF  
MANAGEMENT AND NON-MANAGEMENT EMPLOYEES

*WHEREAS*, it is necessary to eliminate or reduce certain positions in the District, and

*WHEREAS*, it is due to a bona fide reduction in funding and/or lack of work that the District must reduce or discontinue certain services being provided in programs, and

*WHEREAS*, the elimination or reduction of these positions/or services will result in the layoff of classified personnel;

*NOW, THEREFORE, BE IT RESOLVED* that the District eliminates or reduces the following positions due to a bona fide reduction, elimination of a service being performed, or lack of funds:

<b>Position Elimination/Classified</b>	<b>Number of Full Time Equivalents</b>	<b>Total Number of Positions Eliminated</b>	<b>Positions Currently Vacant</b>
Academic Advisor	.5 FTE	.5	0
Bilingual Clerk	1.3125 FTE	3	0
Bilingual Community Services Liaison	2.875 FTE	4	1
Bilingual Independence Facilitator-Sp Ed	2.25 FTE	3	0
Bilingual Instructional Assistant	12.3125 FTE	30	0
Bilingual Staff Secretary	1.0 FTE	1	0
Custodian I	1 FTE	1	2
Elementary Library Media Technician	1.75 FTE	4	1
Elementary School Clerk	1 FTE	1	0
Elementary School Office Manager	1 FTE	1	0
Health Assistant	.4375 FTE	1	0
High School Campus Supervisor	2.2375 FTE	4	0
High School Library Media Clerk	3 FTE	2	1
Independence Facilitator-Special Ed	3.0625 FTE	7	3
Instructional Assistant	10.8125 FTE	25	1
Instructional Assistant-Computer Lab	1.3125 FTE	3	0
Instructional Assistant-Culinary Arts	.4375 FTE	1	0
Instructional Assistant-ELD	3.6 FTE	9	0
Instructional Assistant-Special Education	3.9375 FTE	9	5
Lead School Bus Driver	3 FTE	3	0
Middle School Campus Supervisor	3.8125 FTE	9	0
Middle School Library Media Technician	4.975 FTE	6	1
Opportunity Assistant	5.375 FTE	6	1
Preschool Resource Teacher	1.5 FTE	2	0
Preschool Teacher	3 FTE	4	0
School Bus Driver	7 FTE	7	4
School Clerk I	6.562 FTE	11	3
School Secretary I	1.4375 FTE	2	0
Senior IBI Assistant/Tutor	.1 FTE	1	0
<b>TOTAL</b>	<b>91.4995 FTE</b>	<b>160.5</b>	<b>23</b>

<b>Position Elimination/Classified Management</b>	<b>Number of Full Time Equivalents</b>	<b>Total Number of Positions Eliminated</b>	<b>Positions Currently Vacant</b>
Manager IV, Budget Liaison	1 FTE	1	0
Director I, Facilities Planning	1 FTE	1	0
Executive Director, Facilities and Plant Operations	1 FTE	1	0
Manager III, Building Trades	1 FTE	1	0
Manager V, Information Systems	1 FTE	1	0
Supervisor I, Transportation Safety & Training	1 FTE	1	0
Supervisor V, Transportation Vehicle Maintenance/Dispatch	1 FTE	1	0
<b>TOTAL FTE</b>	<b>7 FTE</b>	<b>7</b>	<b>0</b>

*AND BE IT FURTHER RESOLVED* the Superintendent of the District is hereby authorized and directed to give notice of termination/reduction of employment to such classified employees of the District pursuant to District rules and regulations and applicable provisions of the Education Code of the State of California to take effect no earlier than 45 days prior to the effective day of layoff as set forth above.

AYES \_\_\_\_\_

NOES \_\_\_\_\_

ABSENT \_\_\_\_\_

ABSTAIN \_\_\_\_\_

\_\_\_\_\_  
 President, Board of Trustees

\_\_\_\_\_  
 Superintendent

Date: April 25, 2012  
 c: Superintendent, Orange County Department of Education

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

April 25, 2012

RESOLUTION NO. 1112-42

REDUCTION OR ELIMINATION OF CERTAIN CERTIFICATED SERVICES  
(Education Code sections 44949 and 44955)

*WHEREAS*, on February 29, 2012, this Board of Trustees adopted Resolution 1112-35 reducing or discontinuing particular kinds of services and directing the Superintendent or designee to notify affected employees that their services will not be required for the ensuing 2012-2013 school year;

*WHEREAS*, before March 15, 2012, the Superintendent's designated representatives served notices to affected certificated employees, including the employees identified herein below, that it has been recommended that each of their services will not be required for the 2012-2013 school year, pursuant to Education Code sections 44949 and 44955;

*WHEREAS*, said notices advised the recipients they could request a hearing before the Board of Trustees to determine whether there was cause for not reemploying them for the 2012-2013 school year and that if they failed to timely request a hearing, that failure would constitute the waiver of the right to a hearing, and their services would accordingly be terminated pursuant to the recommendation;

*WHEREAS*, certain employees requested a hearing, the outcome of which is uncertain at this time, pending conduct of the hearing and receipt of a proposed decision by the Administrative Law Judge, which shall be considered by this Board of Trustees at a later date;

*WHEREAS*, each employee who did not request a hearing within the time allowed to determine whether there is cause for not reemploying him or her for the ensuing 2012-2013 school year has thereby waived any rights to a hearing, and the jurisdictional and statutory prerequisites have been satisfied as to all such employees as required by law;

*WHEREAS*, the Education Code provides that this Board of Education shall make the final determination as to the sufficiency of the cause and disposition;

*WHEREAS*, the particular kinds of services to be discontinued and reduced as referenced in Resolution 1112-35 are each determined to be a particular kind of service within the meaning of Education Code section 44955;

*WHEREAS*, the Education Code provides that this Board of Trustees shall make the final determination as to the sufficiency of the cause and disposition;

*WHEREAS*, the particular kinds of services referenced in Resolution 1112-35 will be discontinued and reduced within the meaning of Education Code section 44955 not later than the beginning of the 2012-2013 school year;

*WHEREAS*, except as otherwise authorized by statute, the services of no permanent employee (or other employee) are being terminated, in whole or in part, while any probationary employee, or any other employee with less seniority, is being retained to render a service which said permanent (or other) employee is certificated and competent to render, within the meaning of Education Code section 44955(b); the individuals whose employment is being terminated, in whole or in part, are not certificated and competent (within the meaning of Education Code section 44955) to render the service being performed by any employee with less seniority who is being retained;

*WHEREAS*, sufficient cause exists for the termination of up to full-time equivalent certificated positions as identified in Resolution 1112-35, and pursuant to and within the meaning of Education Code section 44949, said cause relates to the welfare of the schools and the pupils thereof;

*NOW, THEREFORE, BE IT RESOLVED* by the Board of Trustees of the Capistrano Unified School District:

1. That all of the foregoing recitals are true and correct.
2. That all of the assertions contained in Resolution 1112-35 are true and correct.
3. That sufficient cause exists for the termination of the services of the following probationary and permanent certificated employees, who did not request a hearing and thereby waived the right to such hearing, to the extent indicated (which constitutes the employees' entire employment with this District):

First Name	Last Name	FTE
Carrie	Agyekum	.40
Christine	Bak-Boychuk	1.0
Gayle	Bentley	.20
Andrika	Bowen	1.0
Jessica	Comstock	1.0
Brenda	Fatehi	1.0
Diane	Geller	.60
Erin	Girard	1.0
Carly	Hancock	.50
Patricia	Hine	1.0
Jenny	Holen	1.0
Tina	Huynh	1.0
Rita	Kolenic	1.0
Serena	Lane	1.0
Richard	Perez	1.0
Christin	Peterson	.50
Rebecca	Pianta	1.0
Gina	Poteet	1.0
Shawna	Puma	.50
Andrea	Semas	1.0
Jennifer	Stevens	.50
Michael	Young	1.0

4. That sufficient cause exists for the termination of the services of the following temporary, temporary categorical, and categorical employees, who did not request a hearing and thereby waived the right to such hearing, to the extent indicated (which constitutes the employees' entire employment with this District):

First Name	Last Name	FTE		First Name	Last Name	FTE
Mark	Ahlberg	1.0		Amelia	Koskella	1.0
Caitlin	Atencio	1.0		Lori	Kovacs	1.0
John	Baker	1.0		Chelsea	Kurtz	1.0
Richard	Bordner	1.0		Megan	Leiva	1.0
Michelle	Brislen	1.0		Melissa	Lizarraga	1.0
Jessica	Brucks	1.0		Lauren	Marcos	1.0
Jennifer	Buckman	.80		Matthew	Maxwell	0
Amy	Butier	.80		Maribeth	McFaul	0.6
Megan	Campbell	1.0		Kathryn	Morrell	0.6
Danielle	Chappas	1.0		Laura	Null	1.0
Melissa	Clark	.80		Colleen	O'Connor	1.0
Erin	Collins	1.0		Ashly	Ogden	1.0
Eduardo	Cornejo	1.0		Wendy	Park	1.0
Kristen	Crawford	1.0		Deanna	Phillips	1.0
Victor	De la Cruz	1.0		Jacqueline	Porter	1.0
Jocelyn	Dietsch	1.0		Cory	Quinn	1.0
Alyson	Fagioli	1.0		John	Reed	1.0
Marie	Finman	1.0		Shannon	Reideler	1.0
Julio	Flores	1.0		Christopher	Reiland	1.0
Henry	Gonzalez	1.0		George	Rodriguez	1.0
Lindsey	Hanscome	1.0		Cheryl	Sampson	1.0
Tara	Hansler	1.0		Lana	Selecman	0.6
Candice	Harrington	1.0		Kimberly	Stanga	1.0
Reagan	Hernandez	1.0		Nicole	Summers	1.0
Yesenia	Hogancamp	1.0		Julie	Taylor	0.6
Mishelle	Hubbard	1.0		Phuong	Vo	1.0
Juliana	Junco	1.0		Christine	Wehunt-Gibson	1.0
Reid	Kaneshiro	1.0		Lisa	Wilcox	1.0
Nicole	Kolenic	1.0		Kera	Yamamoto	0.8

That the employment of the certificated employees listed in this Resolution is terminated effective upon the close of this school year;

5. That this decision is effective immediately and that the Superintendent or his designee(s) may take such actions as are necessary and appropriate to implement this Board of Trustees' decision, including at least giving appropriate notice to those certificated employees listed above of the termination of their services because of discontinuances and reductions of particular kinds of services to take effect upon the close of this school year, with these notices being given on or before May 14, 2012, in the manner prescribed in Education Code section 44949;
6. That reemployment rights be afforded in accordance with the Education Code, if and when reemployment is offered and to the extent any reemployment rights are applicable to any of the above referenced employees.

7. That nothing in this Resolution shall either require or preclude continuation of affected employees in employment associated with their current programs should the Board determine to reinstate or continue services previously identified for reduction or elimination.

The foregoing Resolution was adopted by the Board of Trustees of the Capistrano Unified School District on the 25th day of April, 2012 by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
President, Board of Trustees  
Capistrano Unified School District

\_\_\_\_\_  
Superintendent

Date: April 25, 2012  
c: Superintendent, Orange County Department of Education



# Capistrano Unified Education Association

March 30, 2012

Jodee Brentlinger  
Assistant Superintendent, Personnel  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

Dear Jodee:

Article 12 in the collective bargaining agreement requires that the parties submit their initial proposals no later than April 1 in the calendar year in which the agreement expires. CUEA submits the following as their initial proposal for a successor agreement in order to fulfill the public notice requirement per Government Code 3547. Per the CBA, the parties shall commence to meet and negotiate beginning no later than 10 working days after the completion of public notice requirements.

## Article 5 Hours of Employment

- Develop limits for time spent beyond work hours on meetings
- Modify Article 5.11 in order to allow the school calendar to be negotiated
- Decrease the number of duties that elementary school teachers are required to perform
- Insert language that would modify student spring conference requirements

## Article 8 Class Size

- Form a joint CUEA/CUSD committee to develop guidelines for creation and maintenance of elementary combo classes

## Article 10 Leaves

- Increase the amount of personal necessity days per Article 10.3.3

## Article 11 Association Rights

- Increase the number of days for Association paid release time per Article 11.5

## Miscellaneous

- Rotate site leadership positions (for example, department chair, leadership team, 6/5's)

It is CUEA's intent, in compliance with Article 12 in the collective bargaining agreement as well as applicable state law, to meet and negotiate sufficiently in advance of the end of the current agreement in order for a new agreement to be reached.

Please contact me at your earliest convenience to schedule negotiations sessions.

Sincerely,

Christine Balentine  
CUEA Executive Director

27422 Aliso Creek Road, Suite 100  
Aliso Viejo, CA 92656

Phone: 949.900.2280  
Fax: 949.900.2284  
Website: [www.cuea.org](http://www.cuea.org)

EXHIBIT 4



**California School Employees Association  
Capistrano Chapter 224**

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23431 Knollwood, Aliso Viejo, CA 92656  
949-425-1533

April 19, 2012

Jodee Brentlinger  
Assistant Superintendent Personnel Services  
33122 Valle Road  
San Juan Capistrano, CA 92675

**RE: CSEA INITIAL PROPOSALS**

Dear Jodee:

As required by CSEA Policy, CSEA Capistrano Chapter 224 has surveyed its membership regarding issues they want to have negotiated with Capistrano Unified School District. The following initial proposals were developed as a result of the survey and were approved by the membership on Wednesday, April 18, 2012.

CSEA members are aware that CUSD is facing a budget deficit of up to \$51 million for the 2012-2013 fiscal year. It is our hope that we can arrive at mutually agreeable solutions through interest based bargaining that will help to reduce the shortfall while meeting the some of the needs and desires of our members.

Per the collective bargaining agreement and applicable state law, CSEA Capistrano Chapter 224 submits the following as our initial proposal for negotiations with the Capistrano Unified School District for a three year term beginning July 1, 2012 and ending on June 30, 2015.

**CSEA Capistrano Chapter 224 Interests:**

**Article 3: Hours of Employment and Overtime**

- CSEA has an interest in developing a precise and uniform process for the fair and equitable distribution of overtime.
- CSEA has an interest in continuing discussions regarding Article 3.7.1.

**Article 4: Grievance Procedure**

- CSEA has an interest in modifying the provisions of 4.2.1 to reflect that the thirty [30] days commences within the time frame that the Association had actual knowledge of the conduct giving rise to a contractual violation.
- CSEA has an interest in revising and continuing the mediation step within the grievance procedure.

- CSEA has an interest in an agreement that includes the binding arbitration of grievances.

#### **Article 7: Transfers and Promotions**

- CSEA has an interest in modifying 7.0.1 to promote clarity and fairness in the interview process. CSEA has an interest in promoting clarity in positively defining the clause "...in preference over outside candidates..."
- CSEA has an interest that all bargaining unit vacancies are filled with bargaining unit applicants. Amend entire Article accordingly.
- CSEA has an interest in amending section 7.3.2 to insure unit members get transfers when requested.
- CSEA has an interest in modifying the provisions of Articles 7.9.4 and 7.9.5 to insure that a unit member has a right to a conference with their supervisor prior to a transfer decision being made or any written notice of transfer is created.
- CSEA has an interest in insuring that a district initiated transfer has no material adverse impact on the unit member.
- CSEA has an interest in unit members being provided with at least ten [10] working days in all instances of transfer.
- CSEA has an interest in unit members having an annual opportunity to change their work location.
- CSEA has an interest in employees maintaining their longevity steps while temporarily promoted.

#### **Article 8: Leaves**

- CSEA has an interest in modifying 8.2.2 to include "step-child."
- CSEA has an interest in modifying the provisions of 8.3 to include a stipend for delaying jury duty service for a time when school is not in session.
- CSEA has an interest in a continuance of Health and Welfare benefits provided pursuant to Article 12 for unit members on Military Leave.
- CSEA has an interest in conforming the language of Article 8.5.9.1 to mirror the provisions of Education Code section 45196.
- CSEA has an interest in unit members having the right to utilize not less than 1 day of Personal Necessity leave where there is no required disclosure for the use of the leave.
- CSEA has an interest in authorizing unit members to utilize up to a maximum of 50% of their accrued sick leave pursuant to Labor Code section 233.
- CSEA has an interest in restoring the sick leave incentive to reduce absenteeism and increase productivity.

#### **Article 9: Vacation**

- CSEA has an interest in 12 month employees receive payment for excess vacation days.

#### **Article 11: Wages**

- CSEA has an interest in maintaining the current classified salary schedule and classified unit member wages without reductions of any kind.

- CSEA has an interest in mileage being paid in a timely manner.
- CSEA has an interest in unit members receiving compensation for completion of education at AA level and beyond.
- CSEA has an interest in continuing discussions regarding feasibility of a retirement incentive.
- CSEA has an interest in discussing work year modifications which were implemented in the 2011-2012 fiscal year.

#### **Article 12: Health and Welfare Benefits**

- CSEA has an interest in increasing the district maximum contribution amounts to ensure that unit members experience no additional out-of-pocket costs.
- CSEA has an interest in replacing the POS plan with a PPO plan.

#### **Article 13: Association Rights**

- CSEA has an interest in incorporating the CSEA Presidential Release Time Memorandum of Understanding into the provisions of Article 13.7.
- CSEA has an interest in creating an orientation program for new employees.

#### **Article 16: Layoff and Reemployment**

- CSEA has an interest in amending Article 16.3.2 to reflect that a tie breaker in seniority is total time employed in the district.

#### **Memorandums of Understanding**

- CSEA proposes that the parties review all current Memorandums of Understanding and determine those that should be continued and incorporated into the new agreement.

**All other provisions of the collective bargaining agreement in force to June 30, 2012 shall remain in full force and effect and shall be incorporated within the provisions of the successor agreement.**

**The Association reserves the right to reopen on other matters in addition to those set forth above in accordance with the sunshining requirements of Government Code 3547. CSEA also reserves the right to add to, amend, modify or omit proposals above.**

We look forward to discussing these items at our upcoming bargaining sessions.

Respectfully,



Ronda Walen

President

CSEA Capistrano Chapter 224

c: Nathan Banditelli, Labor Relations Representative



**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
San Juan Capistrano, California

**RESOLUTION NO. 1112-40**

RESOLUTION FOR ACCEPTANCE OF CONTRACT AMENDMENT

**BE IT RESOLVED** that the Board of Trustees of Capistrano Unified School District authorized entering into local agreement number CSPP-1335, Amendment#01 (AB 114 RESTORATION/FT&C CHANGE) with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for the Fiscal Year 2011-2012.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Pam Watkins	Executive Director II Elementary and Early Childhood Programs	_____
Debra R. Keeler	Director IV Early Childhood Programs	_____

**PASSED AND ADOPTED THIS 25<sup>th</sup> DAY OF APRIL 2012**, by the Board of Trustees of Capistrano Unified School District of Orange County, California.

I, \_\_\_\_\_, Secretary to the Board of Trustees of Capistrano Unified School District of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
Secretary to the Board of Trustees

\_\_\_\_\_  
Date



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 11 - 12****Amendment 02****LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

MDO Change

**DATE:** July 01, 2011**CONTRACT NUMBER:** CSPP-1335**PROGRAM TYPE:** CALIFORNIA STATEPRESCHOOL PROGRAM**PROJECT NUMBER:** 30-6646-00-1**CONTRACTOR'S NAME:** CAPISTRANO UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2011 designated as number CSPP-1335, Amendment #01 (AB 114 RESTORATION/FT&C CHANGE) shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be \$2,401,877.00. (No change)

The Maximum Rate per child day of enrollment payable pursuant to the provisions of this agreement shall be \$34.38. (No change)

**SERVICE REQUIREMENTS**

The minimum Child Days of Enrollment (CDE) Requirement shall be 69,863.0. (No change)

Minimum Days of Operation (MDO) Requirement shall be amended by deleting reference to 246 and inserting 181 in place thereof.

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

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contracts, Purchasing & Conference Services		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 2,401,877	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,401,877	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
I hereby certify upon my own personal knowledge that budgeted purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER		T.B.A. NO.		B.R. NO.	
		DATE			



**SPECIFIC WAIVER REQUEST**

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

<http://www.cde.ca.gov/re/lr/wr/>First Time Waiver: XRenewal 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](mailto:waiver@cde.ca.gov)

		CD CODE						
		3	0	6	6	4	6	4
Local educational agency:  Capistrano Unified School District		Contact name and Title:  Julie Hatchel, Asst. Supt., Education					Contact person's e-mail address: <a href="mailto:jhatchel@capousd.org">jhatchel@capousd.org</a>	
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: 6/30/13		Local board approval date: (Required)  April 25, 2012						
<b>LEGAL CRITERIA</b>								
<p>1. Authority for the waiver: <u>EC 41382</u> Specific code section:          Write the <i>EC</i> Section citation, which allows you to request, or authorizes the waiver of the specific <i>EC</i> Section you want to waive.</p> <p>EC 41382. The principal of any elementary school maintaining kindergarten classes or regular day classes in grades 1 to 3, inclusive, may recommend to the governing board of the school district, or the governing board may adopt a resolution determining, that an exemption should be granted from any of the provisions of Section 41376, 41378, or 41379 with respect to such classes on the basis that such provisions prevent the school and school district from developing more effective educational programs to improve instruction in reading and mathematics for pupils in the specified classes. Upon approval of such recommendation, or the adoption of such resolution, the governing board shall make application to the State Board of Education on behalf of the school for an exemption for such classes from the specified provisions.</p>								
<p>2. <i>Education Code</i> or <i>California Code of Regulations</i> or portion to be waived.          Section to be waived: (number) 41376(a) (c) (d) and 41378 Circle One: <u>EC</u> or CCR</p> <p>Brief Description of the topic of the waiver: Waive the Class Size Penalty – Kindergarten          Waive the Class Size Penalty – Grades 1-3</p>								
<p>3. If this is a renewal of a previously approved waiver, please list Waiver No: <u>N/A</u> and date of SBE approval <u>N/A</u>          Renewals of Waivers must be approved by the local board and submitted two months before the active waiver expires.</p>								
<p>4. Collective bargaining unit information. (Not necessary for <i>EC</i> 56101 waivers)</p> <p>Does the district have any employee bargaining units? <u>  </u> No <u>  X  </u> Yes If yes, please complete required information below:</p> <p>Bargaining unit(s) consulted on date(s): February 13, 2012, April 5, 2012</p> <p>Name of bargaining units and representative(s) consulted: Capistrano Unified Education Association, Vicki Soderberg, President</p> <p>The position(s) of the bargaining unit(s): <u>  X  </u> Neutral <u>    </u> Support <u>    </u> Oppose (<i>Please specify why</i>)</p> <p>Comments (if appropriate): The District would need to negotiate an increase in the staffing ratio in order to increase class size district wide in grades K-3. Article 8 in the CUEA contract addresses the staffing ratios (Article 8.3) and individual class size maximums (Article 8.5). The staffing ratio is 30.5:1 in Kindergarten and 31.5:1 in grades 1-3. Should an individual class in Kindergarten exceed 32:1 and 33:1 in grades 1-3, Article 8.5.1 provides one full-day release per month by a substitute. Class sizes are monitored closely and the classes that fall into Article 8.5 are kept to a minimum.</p>								

5. Advisory committee or school site council that reviewed the waiver. Name: Achievement For All Advisory Committee

Per EC 33051(a) if the waiver affects a program that requires a school site council that council must **approve** the request.  
Date advisory committee/council reviewed request: February 14, 2012; April 5, 2012

☒ Approve ☐ Neutral ☐ Oppose

Were there any objection? Yes ☐ No ☒ (If there were objections please specify)

CALIFORNIA DEPARTMENT OF EDUCATION  
**SPECIFIC WAIVER REQUEST**  
SW-1 (Rev. 10-2-09)

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 (or use a **strike out key** if only portions of sections are to be waived). (Attach additional pages if necessary.)

~~EC 41376 (a)(c) and (d) The Superintendent of Public Instruction, in computing apportionments and allowances from the State School Fund for the second principal apportionment, shall determine the following for the regular day classes of the elementary schools maintained by each school district: (a) For grades 1 to 3, inclusive, he shall determine the number of classes, the number of pupils enrolled in each class, the total enrollment in all such classes, the average number of pupils enrolled per class, and the total of the numbers of pupils which are in excess of thirty (30) in each class. For those districts which do not have any classes with an enrollment in excess of 32 and whose average size for all the classes is 30.0 or less, there shall be no excess declared. For those districts which have one or more classes in excess of an enrollment of 32 or whose average size for all the classes is more than 30, the excess shall be the total of the number of pupils which are in excess of 30 in each class having an enrollment of more than 30. (b) For grades 4 to 8, inclusive, he shall determine the total number of pupils enrolled, the number of full-time equivalent classroom teachers, and the average number of pupils per each full-time equivalent classroom teacher. He shall also determine the excess if any, of pupils enrolled in such grades in the following manner: (1) Determine the number of pupils by which the average number of pupils per each full-time equivalent classroom teacher for the current fiscal year exceeds the greater of the average number of pupils per each full-time equivalent classroom teacher in all the appropriate districts of the state, as determined by the Superintendent of Public Instruction, for October 30, 1964, or the average number of pupils per each full-time equivalent classroom teacher which existed in the district on either October 30, 1964 or March 30, 1964, as selected by the governing board. (2) Multiply the number determined in (1) above by the number of full-time equivalent classroom teachers of the current fiscal year. (3) Reduce the number determined in (2) above by the remainder which results from dividing such number by the average number of pupils per each full-time equivalent teacher for October 30, 1964, as determined by the Superintendent of Public Instruction in (1) above. (c) He shall compute the product obtained by multiplying the excess number of pupils, if any, under the provisions of subdivision (a) of this section by ninety-seven hundredths (0.97), and shall multiply the product so obtained by the ratio of statewide change in average daily attendance to district change in average daily attendance. Change in average daily attendance shall be determined by dividing average daily attendance in grades 1, 2 and 3 reported for purposes of the first principal apportionment of the current year by that reported for purposes of the first principal apportionment of the preceding year. (d) If the school district reports that it has maintained, during the current fiscal year, any classes in which there were enrolled pupils in excess of thirty (30) per class pursuant to subdivision (a) of this section, and there is no excess number of pupils computed pursuant to subdivision (b) of this section, he shall decrease the average daily attendance reported under the provisions of Section 41601 by the product determined under subdivision (c) of this section.~~

EC 41378. The Superintendent of Public Instruction, in computing apportionments and allowances from the State School Fund for the second principal apportionment, shall determine the following for the kindergarten classes maintained by each school district maintaining kindergarten classes. (a) The number of pupils enrolled in each kindergarten class, the total enrollment in all such classes, and the average number of pupils enrolled per class. (b) The total number of pupils which are in excess of thirty-three (33) in each class having an enrollment of more than thirty-three (33). (c) The total number of pupils by which the average class size in the district exceeds 31. (d) The greater number of pupils as determined in (b) or (c) above. (e) He shall compute the product obtained by multiplying the excess number of pupils computed pursuant to subdivision (d) of this section by ninety-seven hundredths (0.97). He shall decrease the average daily attendance reported under the provisions of Section 41601 by the resulting product.

7. Desired outcome/rationale. State what you hope to accomplish with the waiver. 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. (Attach additional pages if necessary.)

The District is requesting the class size limit be waived and allow the overall class size average in kindergarten to increase from 31 to 33 and in grades 1-3 from 30 to 33. The District is also requesting that individual class size maximums be increased from 33 in kindergarten to 35 and from 32 in grades 1-3 to 35.

With the current class size limits, it is anticipated that the District will need a waiver to eliminate potential penalties in 2012-2013. The District is expecting a budget shortfall of 30-50 million dollars due to the elimination of federal stimulus funding and declining enrollment. To address the shortfall, the District has responded with certificated and classified reductions, and in negotiations for potential increased class sizes, additional furlough days, and possible salary rollbacks. Additional financial reductions due to class size penalties will create a further decline to classroom programs resulting in reductions that reach core academic programs such as reading, math, and science. This will negatively affect the District's ability to serve students as we're transitioning to Common Core standards and closing the achievement gap.

If this waiver is approved, a projected penalty of up to \$1,531,731 could be eliminated. This calculation was projected based on 2010-2011 data. If one class had been over the maximum, the penalty computation would have included a total of 235 classes and based on the revenue limit, the total would have been \$1,531,731. Note: with a reduction in revenue limit, the penalty would be lower.

8. Demographic Information:

Capistrano Unified School District has a student population of 50,488 and is located in the suburban city of San Juan Capistrano in Orange County. 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:
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Signature of SELPA Director (only if a Special Education Waiver)	Date:
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**FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY**

Staff Name (type or print):	Staff Signature:	Date:
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Unit Manager (type or print):	Unit Manager Signature:	Date:
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Division Director (type or print):	Division Director Signature:	Date:
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Deputy (type or print):	Deputy Signature:	Date:
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## **Sample CSU Expository Reading and Writing (ERWC) Curriculum Currently “approved program” status for UC/CSU A-G Coursework (Subject B)**

### **Course Goals and/or Major Student Outcomes**

- To enable students to analyze, interpret, and apply the rhetorical strategies of a variety of expository and literary texts
- To foster students’ ability to create and support written arguments based on readings, research, and personal experience
- To increase students’ repertoire of cognitive and metacognitive strategies for approaching various academic reading and writing tasks
- To promote independent academic literacy practices in college-bound students, including the ability to use reading and writing processes recursively and reflectively
- To provide a conceptual and disciplinary focus for a wide variety of issues and problems that converge in written discourse
- To prepare students to meet the standards of the CSU English Placement Test and the California English–language arts content standards

### **Course Objectives**

#### **Students will**

- Analyze the features and rhetorical devices of different types of texts and the way in which authors use those features and devices.
- Analyze the way in which clarity of meaning is affected by patterns of organization, hierarchical structures, repetition of main ideas, syntax, and word choice in the text.
- Analyze an author’s implicit and explicit political and/or philosophical assumptions and beliefs about a subject or topic.
- Identify and assess the impact of ambiguities and complexities within the text.
- Demonstrate an understanding of elements of discourse (e.g., purpose, speaker, audience, form) when completing reading and writing assignments.
- Make warranted and reasonable assertions about the author’s arguments and themes by using elements of the text to defend and clarify interpretations.
- Critique the validity of arguments in texts; their appeal to both friendly and hostile audiences; and the extent to which the arguments anticipate and address reader concerns and counterclaims (e.g., logos, pathos, and ethos).
- Develop academic/analytical essays that are focused on a central idea, developed with information learned from assigned texts, well-organized in an appropriate and effective pattern that structures ideas in a sustained and persuasive way, and free from grammatical and mechanical errors.
- Revise what they have drafted, rethinking their focus, point of view, organization, logic, and structure; improve sentence variety and style, and enhance sophistication of meaning and tone in ways that are consistent with purpose, audience, and genre.
- Edit their work for clarity; for standard written English grammar, usage, and mechanics; for diction and for an appropriate level of formality to demonstrate control of grammar, diction, and paragraph and sentence structure and an understanding of English usage.
- Meet all relevant California English–language arts content standards for twelfth grade.

#### **Course Outline**

The fourteen instructional modules are organized by semester. Most modules include multiple text pieces on a topic, often representing different genres. Course texts include contemporary essays, newspaper and magazine articles, editorials, reports, biographies, memos, assorted public documents, and other nonfiction texts. Two modules include full-length works—a work of nonfiction in semester one and a novel in semester two. Modules include instruction in critical reading, analysis of rhetorical strategies, vocabulary, research methods, documentation conventions, and analytical writing based on information learned from and in response to the assigned texts. The cornerstone of the course—the assignment template—provides consistent structure and content for each module. The assignment template and one sample module, *The Rhetoric of the Op-Ed Page*, are appended for more information. The following is a brief outline of each module by semester.

## **First Semester**

### **Fast Food: Who's to Blame?**

Fast Food: Who's to Blame? is based on four newspaper articles and a set of letters to the editor written in response to one set of the articles about the issue of fast food and its role in contributing to childhood obesity. As the first assignment in the Expository Reading and Writing course curriculum, it serves as an introduction to the approach to teaching expository reading and writing utilizing accessible readings and an engaging topic. The assignment culminates with a choice among three writing assignments: a timed essay topic similar to writing prompts used in the California State University's English Placement Test (EPT), in this case a persuasive essay; an essay evaluating the arguments in the letters to the editor; or a text-based argumentative essay suitable for writing out-of-class. Students are expected to write an essay of 750 to 1,500 words.

#### **Readings:**

- Barboza, David. "If You Pitch It, They Will Eat." *New York Times* 3 Aug. 2003, late ed., sec. 3: 1.  
Brownlee, Shannon. "It's Portion Distortion That Makes America Fat." *Sacramento Bee* 5 Jan. 2003: E1+.  
Ching, Roberta. "Letters to the Editor in Response to 'Don't Blame the Eater.'" *Expository Reading and Writing Course: Semester One*. Long Beach: CA State UP, 2008. 46-47.  
Weintraub, Daniel. "The Battle Against Fast Food Begins in the Home." *Sacramento Bee* 17 Dec. 2002: B7.  
Zincenko, David. "Don't Blame the Eater." *New York Times* 23 Nov. 2002, late ed.: A19.

### **Going for the Look**

Going for the Look is based on a single newspaper article about the lawsuit accusing Abercrombie and Fitch of hiring sales associates based on appearance. The article incorporates a variety of brief arguments on both sides of the issue, making it a good assignment for introducing students to rhetorical analysis. It concludes by offering the option of having students write an EPT-type timed essay (persuasive) or an out-of-class text-based essay (argumentative). Students are expected to write an essay of 750 to 1,500 words.

#### **Reading:**

- Greenhouse, Steven. "Going for the Look, but Risking Discrimination." *New York Times* 13 July 2003, sec. 1: 12.

### **The Rhetoric of the Op-Ed Page: Ethos, Logos, and Pathos**

This assignment sequence introduces the Aristotelian concepts of ethos, logos, and pathos and applies them to a rhetorical analysis of an op-ed piece by Jeremy Rifkin. The culminating writing assignment is a letter to the editor in response to the Rifkin article. Students are expected to write an essay of 500 words.

#### **Readings:**

- Edlund, John. "Three Ways to Persuade." *Expository Reading and Writing Course: Semester One*. Long Beach: CA State UP, 2008. 29-32  
Edlund, John. "Letters to the Editor in Response to 'A Change of Heart About Animals.'" *Expository Reading and Writing Course: Semester One*. Long Beach: CA State UP, 2008. 36.  
Rifkin, Jeremy. "A Change of Heart About Animals." *Los Angeles Times* 1 Sept. 2003: B15.

### **The Value of Life**

This assignment asks students to synthesize their understanding of Hamlet's "To be, or not to be" soliloquy; an excerpt from Lance Armstrong's *It's Not About the Bike*; an article by Amanda Ripley on the aftermath of 9/11; and a life insurance tool, the Human Life Value Calculator. Students are asked to add their voices to the discussion by creating a well-developed response to these sources (text-based academic essay). Students are expected to write an essay of 750 to 1,500 words.

#### **Readings:**

- Armstrong, Lance, with Sally Jenkins. *It's Not About the Bike: My Journey Back to Life*. New York: Putnam, 2000. 1-5.  
Life and Health Insurance Foundation for Education. "The Human Life Value Calculator." *LIFE*.  
<[http://www.life-line.org/build/human\\_life\\_value\\_calculator/index.php?pt=lfhlvc&m=1](http://www.life-line.org/build/human_life_value_calculator/index.php?pt=lfhlvc&m=1)>.  
Ripley, Amanda. "What Is a Life Worth?" *Time* 11 Feb. 2002: 22-27.  
Shakespeare, William. Hamlet, Act III, Sc. 1, Hamlet's "To be, or not to be" soliloquy.

### **Racial Profiling**

This assignment teaches students how to read and respond to an argumentative essay by Bob Herbert on racial profiling. First, students practice several reading strategies as they deepen their understanding of the Herbert essay; then, students learn how to write their own argumentative essays, on a similar topic. Students are expected to write an essay of 750 to 1,500 words.

Reading:

Herbert, Bob. "In America; Hounding the Innocent." *New York Times* 13 July 1999, late ed., sec. 4: 17.

### **Juvenile Justice**

"Juvenile Justice" is based on four newspaper articles about whether juveniles who commit serious crimes should be tried and sentenced as adults. The articles include an opinion piece, a summary of brain research, a report of juvenile competence to stand trial, and an article about a Supreme Court case. Students must evaluate the rhetorical stances of different authors and synthesize their arguments in a text-based academic essay (argumentative). Students are expected to write an essay of 750 to 1,500 words.

Reading:

Krikorian, Greg. "Many Kids Called Unfit for Adult Trial." *Sacramento Bee* 3 Mar. 2003: A6.

Liptak, Adam. "Ruling is Awaited on Death Penalty for Young Killers." *New York Times* 4 Jan. 2005, late ed.: A1+.

Lundstrom, Marjie. "Kids Are Kids—Until They Commit Crimes." *Sacramento Bee* 1 Mar. 2001: A3.

Thompson, Paul. "Startling Finds on Teenage Brains." *Sacramento Bee* 25 May 2001: B7.

### **The Last Meow**

The Last Meow is based on a long, reflective essay about the implications of recent development in veterinary medicine. It is framed by the story of Lady, a cat in need of a kidney transplant, and her human owners. The essay requires that students infer the argument that the writer is making; they then write either a timed essay or an out-of-class essay on the topic of providing medical care for pets. A variety of writing genres is offered for the assignment: timed, persuasive essay; academic summary; letter to the editor; synthesis essay; text-based academic or argumentative essay; I-Search paper; and research essay. Students are expected to write an essay of 750 to 1,500 words.

Reading:

Bilger, Burkhard. "The Last Meow." *New Yorker* 8 Sept. 2003: 46-53.

### **Into the Wild (or another already Board-approved title as selected by the school site)**

The nonfiction, full-length work *Into the Wild*, by Jon Krakauer, was published in 1996. Engaging students in this biography/story based on Krakauer's investigation of Christopher McCandless, a young idealistic college graduate, allows them to think deeply about human motivation and perhaps begin to understand something of the complexity of maturity. Excerpted in the book, students experience a taste of the works of the American Transcendentalists and Russian novelists, which so influenced McCandless's life philosophy. Students conclude the assignment by writing a text-based academic essay on one of a number of themes from the work. Students are expected to write an essay of 1,500 to 2,500 words.

Reading:

Krakauer, Jon. *Into the Wild*. New York: Doubleday, 1996.

## **Second Semester**

### **Bring a Text to Class**

This assignment sequence builds on texts that students bring in to share with the class and serves to introduce the second semester. Throughout this sequence, students work on externalizing their existing textual skills and knowledge and discovering ways that they can bring their current reading expertise from outside of school to bear on texts in school that they have never encountered before. A sample of music lyrics by a group called the Black Eyed Peas is included as an example of the kinds of texts students may bring. An article on hip-hop music as a tool of resistance in youth cultures around the world is also included as an example of the kind of follow-up text that teachers may use to complement the texts brought in by students. Writing assignments require students to summarize readings and reflect on their own reading practices in an essay of 750 to 1,500 words.

Readings:

"Hip-Hop Becoming Worldwide Language for Youth Resistance." *USA Today Magazine* Sept. 2000: 7.

### **Language, Gender, and Culture**

The Language, Gender, and Culture assignment invites students to explore how language use embodies cultural values and gender-based communication styles. This assignment draws on readings in sociolinguistics and literature. The students conclude the assignment by writing a text-based academic essay. Students are expected to write an essay of 750 to 1,500 words.

Readings:

Ehrlich, Gretel. "About Men." *The Solace of Open Spaces*. New York: Penguin, 1985. 49-53.

Kingston, Maxine Hong. *The Woman Warrior: Memoirs of a Childhood Among Ghosts*. New York: Random House, 1976. 165-82.

Tannen, Deborah. "His Politeness Is Her Powerlessness." *You Just Don't Understand: Women and Men in Conversation*. New York: William Morrow/HarperCollins, 1990. 203-05.

### **Left Hand of Darkness (or another already Board-approved title as selected by the school site)**

*The Left Hand of Darkness* is a classic science fiction novel by Ursula K. Le Guin. Embedded in the literary narrative are field reports, folktales, and other genre-bending texts, making it an ideal vehicle for extending the analytical and pedagogical techniques of the assignment template to a full-length literary work. At the conclusion, students write an argumentative essay. Students are expected to write an essay of 1,500 to 2,500 words.

Reading:

Le Guin, Ursula K. *The Left Hand of Darkness*. New York: Penguin, 1969.

### **The Politics of Food**

This assignment is based on two articles on the consumption and production of food. The articles were written over 10 years apart and have similar concerns: the health and well-being of humans. These two authors have different ways of pointing out the same issues, ultimately asking the students to consider the worlds of science, agriculture, and politics. Students conclude the assignment by writing a text-based academic essay on one of several possible questions. Students are expected to write an essay of 750 to 1,500 words.

Readings:

Berry, Wendell. "The Pleasures of Eating." *What Are People For? Essays*. New York: North Point/Farrar, Straus and Giroux, 1990. 145-52.

Pollan, Michael. "When a Crop Becomes King." *New York Times* 19 July 2002, late ed.: A17.

### **Justice: Childhood Love Lessons**

This assignment presents an argumentative essay by bell hooks about methods of childhood punishment and the relationships between discipline and expressions of love. Students are then asked to write a persuasive essay in response. Students are expected to write an essay of 750 to 1,500 words.

Reading:

hooks, bell. "Justice: Childhood Love Lessons." *All About Love: New Visions*. New York: William Morrow, 2000. 17-30.

### **Bullying at School: Research Project**

Bullying at School is a research project for the whole class. Students read thirteen different kinds of writing on bullying (provided), including two primary research articles from refereed journals, and do additional primary and secondary research on their own. They then write a School Code of Conduct on bullying to present to a real audience, their school board. Skills include how to do research, how to evaluate and document sources (both in-text and in a Works Cited page), and how to distinguish between primary and secondary research. Students learn how to incorporate sources into their own writing, how to tailor writing for a specific audience, and how to make an argument using several different kinds of sources to provide appropriate evidence. Students are expected to write an essay of 1,500 to 2,500 words.

Readings:

Banks, Ron. "Bullying in Schools. ERIC Digest." *ERIC Digests* ED407154 Apr. 1997. ERIC Clearinghouse on Elementary and Early Childhood Education, 1997. 15 August 2003  
<<http://www.ericdigests.org/1997-4/bullying.htm>>.

- Brown, Mark. "Life After Bullying." *PTA*. 20 Feb. 2005  
<[http://www.pta.org/archive\\_article\\_details\\_1117638232140.html](http://www.pta.org/archive_article_details_1117638232140.html)>.
- Coloroso, Barbara. *The Bully, the Bullied, and the Bystander*. New York: Harper/Quill, 2004.
- Kan-Rice, Pamela. "School Bullies Are Often Also Victims; Feeling Safe Reduces Youth Bullying." *University of California Agriculture and Natural Resources News and Information Outreach*. 2 Sept. 2003. 8 July 2004 <<http://news.ucanr.org/newsstorymain.cfm?story=502>>.
- "Keep a Lid on Bullying with a Complaint Box." *Curriculum Review* 43.4 (2003): 11. Academic Search Premier. EBSCOhost. CA State U, Sacramento Lib., Sacramento, CA 6 Aug. 2008  
<<http://www.ebscohost.com>>.
- Kowalski, Kathiann. "How to Handle a Bully." *Current Health* 2 25.6 (1999): 13-16. 15 Aug. 2004  
<<http://bgeagles.tripod.com/webquest/handle.htm>>.
- Kuther, Tara L. "Understanding Bullying." *Our Children* 29.2 (2004): 12-13.
- Lemonick, Michael D. "The Bully Blight." *Time* 18 April 2005: 144-45.
- Migliore, Eleanor T. "Eliminate Bullying in Your Classroom." *Intervention in School and Clinic* 38.3 (2003): 172-77.
- Nansel, Tonja R., Mary Overpeck, Ramani S. Pilla, W. June Ruan, Bruce Simons-Morton, and Peter Scheidt. "Bullying Behaviors Among U.S. Youth: Prevalence and Association with Psychosocial Adjustment." Originally published in *Journal of the American Medical Association (JAMA)* 285 (2001): 2094-100. Public access <<http://www.pubmedcentral.gov/articlerender.fcgi?artid=2435211>>.
- Newquist, Colleen. "Bully-Proof Your School." *Education World* 8 Sept. 2004. 21 Jan. 2005  
<[http://www.educationworld.com/a\\_issues/issues/issues007.shtml](http://www.educationworld.com/a_issues/issues/issues007.shtml)>.
- Olweus, Dan. "A Profile of Bullying at School." *Educational Leadership* 60.6 (2003): 12-17.
- Smith, Peter K., Kirsten C. Madsen, and Janet C. Moody. "What Causes the Age Decline in Reports of Being Bullied at School? Towards a Developmental Analysis of Risks of Being Bullied." *Educational Research* 41 (1999): 267-85.

#### Optional Readings:

- California Department of Education. *Bullying at School*. Sacramento: California Department of Education, 2003.
- Quiroz, Hilda C.; June L. Arnette; and Ronald D. Stephens. *Bullying in Schools: Fighting the Bully Battle, A Resource for Educators and Law Enforcement*. Westlake Village, CA: National School Safety Center, 2006.

#### Texts & Supplemental Instructional Materials

Texts and materials as specified above in the course outline.

#### Example Key Assignments

Each of the fourteen instructional modules uses an assignment template to guide students through the following processes: reading rhetorically, connecting reading to writing, and writing. Please see the attached assignment template for more detail on specific assignments for each module. Examples of assignments include

- quickwrites to access prior knowledge
- surveys of textual features
- predictions about content and context
- vocabulary previews and self-assessments
- reciprocal reading and teaching activities, including summarizing, questioning, predicting, and clarifying
- responding orally and in writing to critical thinking questions
- annotating and rereading texts
- highlighting textual features
- analyzing stylistic choices
- mapping text structure
- analyzing logical, emotional, and ethical appeals
- peer response activities

#### Instructional Methods and/or Strategies

##### Reading Rhetorically:

- All texts will be introduced by a sequence of research-based prereading and vocabulary strategies.
- All texts will be analyzed using analytical strategies such as annotating, outlining/charting text structure, and questioning.

- All texts will be examined and discussed using relevant critical/analytical elements such as intended audience, possible author bias, and rhetorical effectiveness.
- Students will work individually, in pairs and small groups, and as a whole class on analytical tasks.
- Students will present aspects of their critical reading and thinking orally as well as in writing.

#### Connecting Reading to Writing:

- Students will write summaries, rhetorical précis, and responses to critical questions.
- Students will compare their summaries/rhetorical précis, outlines, and written responses in small groups in order to discuss the differences between general and specific ideas; main and subordinate points; and subjective versus objective summarizing techniques.
- Students will engage in note-taking activities, such as composing one-sentence summaries of paragraphs/passages, charting a text's main points, and developing outlines for essays in response to writing prompts.
- Students will complete compare/contrast and synthesis activities, increasing their capacity to make inferences and draw warranted conclusions such as creating comparison matrixes of readings, examining significant points within texts, and analyzing significant textual features within thematically related material.

#### Writing:

- Students will write 750- to 1,500-word analytical essays based on prompts that require establishing and developing a thesis/argument in response to the prompt and providing evidence to support that thesis by synthesizing and interpreting the ideas presented in texts. Some modules will require essays of greater length.
- Students will complete timed in-class writings based on prompts related to an author's assertion(s), theme(s), purpose(s), and/or a text's rhetorical features.

#### Assessment Methods and/or Tools

Assessment activities will be based on the writing prompts and rubrics embedded in the fourteen instructional modules. Scored sample papers are included with each module, and training sessions for teachers have included specific instruction in running holistic grading sessions with other teachers. The rubrics and sample papers should mean that grading standards will be consistent throughout the state. Further training and advice will be available through the CSU Expository Reading and Writing teacher Web site. Examples of specific assignment types to be assessed include

- persuasive essays
- letters to the editor
- argument analysis
- descriptive outlines of assigned readings
- reflective essays
- text-based academic essays
- research projects

Timed in-class essays and major writing projects will be used to assess students. The final module, *Bullying at School*, uses portfolio assessment. In- and out-of-class assignments (e.g., partner/group work, summaries, writing tasks, learning/reading journal entries, written and oral responses to critical reading questions, oral presentations, vocabulary work, homework) will be assessed also. In addition, multiple-choice reading and vocabulary quizzes may be used to assess students.

<b>PROGRESS UPDATE, DIVISION OF STATE ARCHITECT, CONSTRUCTION PROJECT LISTING-- APRIL 25, 2012 (IN BOLD LETTERING)</b>		
<b>PROJECT LISTING NUMBER</b>	<b>SITE</b>	<b>STATUS/COMMENTS</b>
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.
04-108716	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  
MARCH 28, 2012  
EDUCATION CENTER – BOARD ROOM

President Pritchard called the meeting to order at 5:30 p.m. Trustee Palazzo stated Trustees did not receive any written material for agenda items 3 B and 3 D. President Pritchard announced agenda item 3 A2 was being pulled. The Board recessed to closed session to: discuss Student Expulsions; confer with Legal Counsel regarding Pending Litigation; confer with Legal Counsel regarding Existing Litigation; discuss CSEA/CUEA/CUMA/Teamsters negotiations; discuss Public Employee Appointment/ Employment; and discuss Public Employee Discipline/Dismissal/Release.

Closed session recessed at 6:44 p.m.

The regular meeting of the Board reconvened to open session and was called to order by President Pritchard at 7:00 p.m.

The Pledge of Allegiance was led by San Clemente High School student Courtney Faye Smith.

Present: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, Pritchard, and 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](http://www.capousd.org)**

**Permanent Record**

It was moved by Trustee Alpay, seconded by Trustee Hatton, and motion carried by a 7-0 vote to adopt the Board agenda.

**Adoption of the Board Agenda**

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, Pritchard, and Student Advisor Ryan Pallas  
NOES: None  
ABSENT: None  
ABSTAIN: None

President Pritchard reported the following action taken during closed session:

**President's Report From Closed Session Meeting**

**Agenda Item #3 A1 through A6 excluding A2 which was pulled– Student Expulsions:**

The Board voted 7-0 to expel the following students with staff recommendations: Case #2012-035, #2012-039, #2012-043, #2012-046, and #2012-048.

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

**Agenda Item #3 A7 through A18 – Student Expulsions:**

The Board voted 7-0 to expel the following students by stipulated agreements: Case #2012-037, #2012-038, #2012-040, #2012-041, #2012-042, #2012-044, #2012-049, #2012-051, #2012-052, #2012-053, #2012-054, and 2012-056.

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

**Agenda Item #3 B – Conference with Legal Counsel – Pending Litigation:**

Case No. 30-2011-00498422

The Board voted 7-0 to assign the balance of its self-insured retention to its liability insurers to allow ASCIP the flexibility of proceeding with the resolution of this claim as expeditiously as possible.

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

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

Last v. Commission on Professional Competence  
OCSC Case No. 30-2011-00444363

The Board voted 7-0 to approve a settlement agreement with former certificated employee Kirk Last. This settlement compromises the claims made in the case Last v. Commission on Professional Competence, OCSC Case No. 30-2011-00444363, by granting Last compensation for back wages.

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

**Agenda Item #3 D– CSEA/CUEA/CUMA/Teamsters Negotiations:**

No action was taken.

**Agenda Item #3 E – Public Employee Appointment/Employment:**

The Board voted 7-0 to approve the appointment of Renée Rowan, Director VI, Personnel Services.

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

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

No action was taken.

San Clemente High School student Courtney Faye Smith was recognized for assisting with the development of Courtney's Sand Castle in San Clemente. Courtney's Sand Castle is a universally accessible playground for disabled children.

## Special Recognition

SchoolsFirst Federal Credit Union was recognized for its 2011 contributions to District schools. Jennifer Avery and Kyle McDonald from SchoolsFirst Federal Credit Union presented the Board with an enlarged check for \$5,360 representing its 2011 contributions.

At Superintendent Farley's request Student Advisor Ryan Pallas shared he has received acceptance letters from the University of Chicago, North Western, University of Virginia, UCLA, and Berkley so far, and is waiting to hear from the Ivy League schools this week.

## Board and Superintendent Comments

Trustee Bryson encouraged the audience to attend SOSCA's latest play, A Streetcar Named Desire.

Trustee Hatton shared Dr. Farley had participated in a virtual fieldtrip that was televised to San Clemente High School. The virtual fieldtrip took place at the Santa Margarita River as part of the Science, Technology, Engineering, Arts, and Mathematics (STEAM) program. Trustee Hatton stated she is proud of the District's commitment to STEAM and announced upcoming activities in March and April at Barcelona Hills Elementary School, Castille Elementary School, and Newhart Middle School. Trustee Bryson requested staff prepare a list of STEAM activities for Trustees.

Trustee Palazzo commented she was delighted to see all of the San Juan schools participating in the Swallow's Day Parade. Trustee Palazzo reminded staff that on November 30 she had requested an update on the status of the District's joint-use agreements. Trustee Palazzo stated regarding the March 12 Board meeting agenda item on recording closed session, she did not request nor was she aware Attorney Dan Shinoff would be addressing Trustees or she would have prepared questions for him. Trustee Palazzo requested staff review Board policy regarding the use of personal electronic devices in closed session and on the dais.

Trustee Alpay congratulated the San Clemente High School Dance Team for winning state championships in three categories and moving on to compete at the USA Nationals.

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:

- *Dee Keck stated she had been terminated because she failed to have the required TB test within the timeframe specified by the District. Ms. Keck stated she never received any previous notification to retest but the termination letter stated the District had mailed several reminder letters to her.*
- *Stan Wasbin shared reasons why the Board should not consider implementing SB 48 in District classrooms.*
- *Karen Millard spoke regarding problems with the standards based number grading report card system and the lack of consensus between teachers on a uniformity of standards for grading students.*
- *Ross Chun, CEO of eco-stride, invited the Board to the third annual Sustainability Forum on April 12 at Soka University where Trustee Hatton will speak regarding Newhart Middle School's program and its Eco-Fair (Earth Day) on April 20.*

## DISCUSSION/ACTION

Interim Deputy Superintendent Robyn Phillips presented an update on redevelopment agency funding from redevelopment agencies in the cities of Mission Viejo, San Juan Capistrano, and San Clemente. Dr. Phillips' report included data on the impact of the recent dissolution of the agencies, how redevelopment revenues are expended, and how funds may address current facility needs. Dr. Phillips reported the exhibit Trustees received, and posted for this item prior to the meeting, was incorrect and the Board had never authorized \$3 million in funding from the Mission Viejo RDA for the Capistrano Valley High School Performing Arts Center. Dr. Phillips stated the project would be funded with the \$3 million CTE grant and the balance from 87-1 funds leaving a \$5.46 million balance for the Mission Viejo RDA. The report reflects a review of District documents from 2002 through 2012 related to redevelopment funding and the 2002 Certificates of Participation.

*(The corrected report is included in Exhibit 1 in Agendas and Supporting Documentations on the District website: [www.capousd.org](http://www.capousd.org).)*

**Redevelopment  
Agencies Report  
Agenda Item 1**

Assistant Superintendent Jodee Brentlinger stated on January 25, 2012, the Board approved Resolution No. 1112-30 authorizing the implementation of a Supplementary Retirement Plan for certificated non-management employees retiring on June 30, 2012. As a condition of approval, the item was to be brought back before Trustees to confirm the plan would generate savings and help the District achieve the spending reductions necessary for a balanced budget for 2012-2013. A total of 158 employees have enrolled in the plan and submitted their papers to retire on June 30, 2012, contingent upon the plan proceeding. Updated estimates based on the actual participants indicate the District will realize savings of \$893,450 in 2012-2013. Over the course of five years, the District will save an estimated \$2,861,507.

**Supplementary  
Retirement Plan  
Agenda Item 2**

The following speaker addressed the Board:

- Vicki Soderberg thanked the Board for offering the supplemental plan. Mrs. Soderberg stated the timing is perfect and it is a good fiscal move for saving the District money and demonstrates the District's commitment to RIF teachers by providing an avenue for them to be rehired.

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried by a 5-2 vote to approve authorizing the implementation of the PARS fixed annuity plan for certificated non-management employees commencing with the 2012-13 fiscal year, appoint Superintendent Farley as the District representative, and request staff to keep the Board fully informed on the development of the plan, specifically the annuity contract.

AYES: Trustees Alpay, Brick, Bryson, Hatton, Pritchard, and  
Student Advisor Ryan Pallas  
NOES: Trustees Addonizio and Palazzo  
ABSENT: None  
ABSTAIN: None

Assistant Superintendent Jodee Brentlinger explained CSEA and the District have reached tentative agreements regarding Article 3.3 and 3.4 Rest and Lunch Periods and Preschool Job Descriptions. CSEA members on Tuesday, by an overwhelming vote, ratified and approved the 2011-2012 tentative agreements.

**CSEA Tentative  
Contract  
Agenda Item 3**

It was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried unanimously to approve the tentative agreements with CSEA for July 1, 2011- June 30, 2012.

Assistant Superintendent Sara Jocham stated under Assembly Bill 3632, county mental health agencies had the responsibility of providing mental health services for students with special needs. AB 3632 was repealed in October 2010, shifting the responsibility for these services to school districts. The State Legislature identified the 2011-2012 fiscal year as a transition year and provided one-time funding to county mental health departments through AB 100. This funding is contingent upon a Memorandum of Understanding (MOU) between school districts and the Orange County Health Care Agency (OCHCA). In July 2011, the District signed a letter of intent with OCHCA to continue mental health services for students while a MOU was negotiated. Representatives from the Orange County Special Education Local Plan Areas met with OCHCA officials to develop the MOU that was approved by the Orange County Board of Supervisors on February 7, 2012. OCHCA will receive approximately \$8.2 million of AB 100 funds that are not accessible to school districts without a MOU with OCHCA. OCHCA estimates its funding will be exhausted by the end of March 2012. It is anticipated the District will owe OCHCA an additional \$500,000 for educationally related mental health services through the end of the 2011-2012 fiscal year. Expenditures will be paid out of the Special Education Mental Health Grant funds.

**MOU with  
OCHCA  
Agenda Item 4**

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to approve the MOU with OCHCA for the 2011-2012 fiscal year.

It was moved by Trustee Bryson, seconded by Trustee Alpay, and motion carried unanimously to approve the proposed January through June 2013 School Board Meeting Schedule.

**Board Meeting  
Schedule  
Agenda Item 5**

President Pritchard asked Trustees for items they wished to pull from the Consent Calendar. Agenda items 10 and 25 were pulled.

**Items Pulled from  
the Consent  
Calendar**

## **CONSENT CALENDAR**

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

Minutes of the March 12, 2012, regular Board meeting.

**Minutes  
Agenda Item 6**

Readmission of students from expulsion: Case #2011-059, #2011-084, and #2011-097.

**Expulsion  
Readmission  
Agenda Item 7**

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

**Purchase  
Orders/Warrants  
Agenda Item 8**

Donation of funds and equipment.

**Donations  
Agenda Item 9**

Ratification of special education Informal Dispute Resolution agreement for IDR case #13712.

**Informal Dispute  
Resolution  
Agreement  
Agenda Item 11**

Special education settlement agreement case #2012010150.

**Settlement  
Agreement  
Agenda Item 12**

Amendment to special education settlement agreement case #2010120293.	<b>Settlement Amendment Agenda Item 13</b>
Independent Contractor Agreement with Discovery Science Center to provide instructional Science to Go classes for third grade students at Oso Grande Elementary School.	<b>Independent Contractor Agreement Agenda Item 14</b>
Extension of the agreement for special tax consulting services, David Taussig & Associates, Incorporated.	<b>Extension of Agreement Agenda Item 15</b>
Extension of the agreement for surveying and construction engineering services, Guida Surveying, Incorporated.	<b>Extension of Agreement Agenda Item 16</b>
Advertise Bid No. 1112-14 for the Newhart Middle School's Multi-Purpose Room Expansion Project.	<b>Newhart MS MPR Project Agenda Item 17</b>
Advertise Bid No. 1112-15 for refurbished computer equipment.	<b>Computer Equipment Agenda Item 18</b>
Advertise Bid No. 1213-01 for plumbing service.	<b>Plumbing Agenda Item 19</b>
Advertise Bid No. 1213-02 for weed abatement service.	<b>Weed Abatement Agenda Item 20</b>
Ratification of change order #2 related to the stadium at San Juan Hills High School.	<b>Change Order #2 SJHHS Stadium Agenda Item 21</b>
Ratification of change order #6 related to the theater at Capistrano Valley High School.	<b>Change Order #6 CVHS Theater Agenda Item 22</b>
Utilization of the Los Angeles Unified School District Bid No. IFB C-1030 for the purchase of swimming pool chemicals from Waterline Technologies, Incorporated, as needed, under the same terms and conditions as that public agency's contract.	<b>Piggyback Bid – Swimming Pool Chemicals Agenda Item 23</b>
Utilization of the State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corporation, and approved for usage in the State of California pursuant to the California Participating Addendum, for the purchase of computer equipment, peripherals, and related services.	<b>Piggyback Bid – Computer Service/ Equipment Agenda Item 24</b>
Resignations, retirements, and employment of classified personnel.	<b>Resignations/ Retirements/ Employment (Classified Personnel) Agenda Item 26</b>

Resignations, retirements, and employment of certificated personnel.

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

ROLL CALL: AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo,  
Pritchard, and Student Advisor Ryan Pallas  
NOES: None  
ABSENT: None  
ABSTAIN: None

Dr. Farley stated he pulled the employment contract for Dr. John W. Pappalardo, Deputy Superintendent, Business and Support Services, from the agenda to announce Dr. Pappalardo has decided to decline the offer.

**Employment  
Contract  
Agenda Item 10**

Trustee Palazzo stated she would vote no on this retainer agreement as the not-to-exceed amount of \$5,000 written in the descriptive paragraph for the item was not added as an addendum to the agreement. Interim Deputy Superintendent Robyn Phillips responded she would notify OCDE the District will participate up to \$5,000 and any amount over that would require bringing the item back to the Board for authorization.

**General Retainer  
Agreement  
Agenda Item 25**

It was moved by Trustee Alpay, seconded by Trustee Pritchard, and motion carried by a 5-2 vote to approve the general retainer agreement with Olson, Hagel & Fishburn, LLP to provide legal services related to the reallocation of property tax revenues by Orange County.

AYES: Trustees Alpay, Brick, Bryson, Hatton, Pritchard, and  
Student Advisor Ryan Pallas  
NOES: Trustees Addonizio and Palazzo  
ABSENT: None  
ABSTAIN: None

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

**Adjournment**

President Pritchard announced the meeting adjourned at 8:37 p.m.

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Board Clerk

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Secretary, Board of Trustees

*Minutes submitted by Jane Boos, Manager, Board Office Operations*



CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – SPECIAL MEETING  
APRIL 6, 2012  
EDUCATION CENTER – BOARD ROOM

President Pritchard called the meeting to order at 8:30 a.m.

The Pledge of Allegiance was led by President Pritchard.

Present: Trustees Addonizio, Brick, Palazzo, and Pritchard

Absent: Trustees Alpay, Bryson, and Hatton

**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](http://www.capousd.org)** **Permanent Record**

It was moved by Trustee Addonizio, seconded by Trustee Palazzo, and carried by a 4-0 vote to adopt the Board agenda. **Adoption of the Board Agenda**

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

The Board recessed to closed session at 8:32 a.m. to discuss Public Employee Appointment/Employment. **Closed Session**

President Pritchard announced the Board meeting was being teleconferenced to Stockton, California. Trustee Bryson was connected by telephone in the closed session room at 8:35 a.m. to participate in the meeting. **President's Announcement**

President Pritchard reconvened the meeting at 8:37 a.m. and reported the following action taken during closed session. **President's Report From Closed Session Meeting**

**Agenda Item A – Public Employee Appointment/Employment:**

The Board voted by a 5-0 vote to approve the appointment of Clark Hampton, Deputy Superintendent, Business and Support Services.

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

It was moved by Trustee Brick, seconded by Trustee Addonizio, and motion carried by a 5-0 vote to adjourn the meeting. **Adjournment**

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

President Pritchard announced the meeting adjourned at 8:41 a.m.

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Board Clerk

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Secretary, Board of Trustees





March 15, 2012

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

**SUBJECT: Funding Partnerships for Fiscal Year 2012-14**  
Early Learning Specialist, School Readiness Nurse, and School Readiness Programs  
Amendment to Agreement Number: FCI-SD-04

Dear Superintendent Farley:

Congratulations, the Children and Families Commission of Orange County has approved a two-year funding renewal for your current agreement and funding for Early Learning, School Readiness Nurse, and School Readiness Program services.

As part of the Commission actions, annual amounts not to exceed \$175,100 for 2.00 FTE Early Learning Specialists, \$200,000 for 2.00 FTE School Readiness Nurses, and \$150,000 for School Readiness Programs was allocated to support your district's early learning services to Orange County's children through age five. The term of this amendment is July 1, 2012 through June 30, 2014.

Commission staff will work with your district to review current contract performance and refine the project scope for these services for the new term. Within the next two weeks, Cinda Muckenthaler and Jennifer Burrell will contact your district representatives to review the process for developing the amendment to your current agreement, including a new work plan for the new term.

We want to express our appreciation for all your hard work and commitment to improve the outcomes for Orange County's youngest children.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael M. Ruane".

Michael M. Ruane  
Executive Director

cc: Kelly Pijl  
Nicole Preciado  
Cinda Muckenthaler  
Jennifer Burrell  
Carole Browne CUSD  
Debbie Keeler CUSD

17320 Redhill Avenue, Suite 200 • Irvine, California • 92614  
714-834-5310 • FAX 949-474-2243



Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....APRIL 25, 2012

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
314524	68	CDWG Inc	SpplsNonI/Enterprs/Dstrctwd	165.37
314525	1	PERMA-BOUND	Bks&Ref /Instrctn/MFMS	2,204.67
314526	1	DATA CONTROL INC	InstMtls/Instrctn/LRMS	344.75
314527	1	MARKERBOARD PEOPLE	InstMtls/Instrctn/CVHS	101.54
314528	1	CALINK INSTITUTE	Serv&Op /Enterprs/HankeyES	9,500.00
314529	1	STAPLES ADVANTAGE	InstMtls/Instrctn/VDMMMS	720.96
314530	1	SPARTAN TOOL DIVISION	SpplsNonI/RR:Bldgs/Dstrctwd	153.18
314531	13	HUBERT	SmlEquip/FoodServ/Dstrctwd	736.36
314532	1	PLAY & PARK STRUCTURES	SpplsNonI/RR:Bldgs/Hiddn Hl	7,811.66
314533	1	DITCH WITCH OF SO CALIF	Rntl:Oth/Op:Grnds/Dstrctwd	1,000.00
314534	11	AMERICAN COUNCIL ON EDUCATION	Bks&Ref /Instrctn/Dstrctwd	490.00
314535	1	CULVER-NEWLIN INC	SpplsNonI/SupvAdmn/RH Dana	1,657.73
314536	1	CURRICULUM ASSOCIATES	InstMtls/SEOthIns/Dstrctwd	1,998.22
314537		VOID	VOID	0.00
314538	1	WEST-LITE SUPPLY CO INC	InstMtls/Instrctn/ArroyoMS	250.97
314539	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /BAMS	21.55
314540	1	UNITED STATES POSTAL SERVICE	Cmmnctns/Warehse /Dstrctwd	190.00
314541	1	MNJ TECHNOLOGIES DIRECT INC	SpplsNonI/TIS /Dstrctwd	1,889.72
314542	70	EXECUTIVE ENVIRONMENTAL SVCS	Oth Ins /Enterprs/Dstrctwd	2,175.61
314543	1	ECOLAB PEST ELIMINATION	Rntl:Oth/RR:Bldgs/DHHS	1,120.00
314544	1	JOHNSTONE SUP OF ANAHEIM	Rntl:Oth/RR:Bldgs/Reilly	12,673.69
314545	1	THYSSEN ELEVATOR CORPORATION	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
314546	13	ARROW RESTAURANT EQUIPMENT	LrgEquip/FoodServ/Dstrctwd	195.24
314547	1	STAPLES ADVANTAGE	InstMtls/RSPInstr/ANHS	66.27
314548	1	SADDLEBACK EDUCATIONAL PUBLISH	InstMtls/SDCInstr/Dstrctwd	217.39
314549	1	ACTION LEARNING SYSTEMS	InstMtls/Instrctn/Kinoshta	2,476.10
314550	1	JOHNSTONE SUP OF ANAHEIM	SpplsNonI/RR:Bldgs/Dstrctwd	50,000.00
314551	1	LAKESHORE LEARNING MATERIALS	InstMtls/RSPInstr/Journey	247.46
314552	13	HUBERT	SmlEquip/FoodServ/SJHHS	45.00
314553	13	GOLD STAR FOODS INC	FdPrshbl/FoodServ/Dstrctwd	70,000.00
314554	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/Lgna Nig	100.00
314555	1	PERMA-BOUND	Bks&Ref /Libr&Med/MFMS	19,999.99
314556	1	WOODWIND & BRASSWIND	NonCapEq/Instrctn/Dstrctwd	1,430.92
314557	1	J W PEPPER-LOS ANGELES	NonCapEq/Instrctn/Dstrctwd	338.14
314558	1	ADVANTAGE PRESS INC, THE	InstMtls/Instrctn/DHHS	130.53
314559	1	KITS FOR KIDZ	InstMtls/Instrctn/Dstrctwd	261.83
314560	1	SYLVAN LEARNING CTR OF LAGUNA	CnsltIns/Instrctn/Dstrctwd	9,637.40
314561	1	ACHIEVEMENT PRODUCTS	SpplsNonI/HlthServ/Dstrctwd	103.27
314562	1	WORTHINGTON DIRECT	InstMtls/Instrctn/OsoGrand	569.86
314563	1	FOLLETT EDUCATIONAL SERVICES	K-8Textb/Instrctn/Dstrctwd	2,014.30
314564	1	TEXTBOOK WAREHOUSE	K-8Textb/Instrctn/Dstrctwd	183.66
314565	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	1,932.95
314566	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,864.56
314567	1	MCGRAW-HILL/SRA	K-8Textb/Instrctn/Dstrctwd	1,798.56
314568		VOID	VOID	0.00

Board of Trustees Purchase Order Listing  
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PO No.	Fund	Vendor	Description	Amount
314569	1	EVERYTHING MEDICAL	St Rcpts/Undesig /Dstrctwd	408.59
314570	1	PCI EDUCATIONAL PUBLISHING	InstMtls/RSPInstr/BAMS	500.00
			InstMtls/SDCInstr/BAMS	250.00
314571	1	PC MALL GOV	InstMtls/Instrctn/Palisade	110.72
314572	1	VAVRINEK TRINE DAY & CO LLP	Serv&Op /Bus/Fisc/Dstrctwd	32,500.00
314573	1	NETWORK HARDWARE RESALE	NonCapEq/Sch Adm /Marblehd	4,529.18
314574	1	PEARSON EDUCATION	K-8Textb/Instrctn/Dstrctwd	1,054.87
314575	1	PEARSON EDUCATION	K-8Textb/Instrctn/Dstrctwd	1,453.12
314576	1	PEARSON EDUCATION	K-8Textb/Instrctn/Dstrctwd	1,235.15
314577	1	FOLLETT EDUCATIONAL SERVICES	K-8Textb/Instrctn/Dstrctwd	4,359.83
314578	1	FOLLETT EDUCATIONAL SERVICES	K-8Textb/Instrctn/Dstrctwd	2,203.81
314579	12	PARENT INSTITUTE	SpIsNonI/Sch Adm /Dstrctwd	698.00
314580	1	BRIDGES TRANSITIONS CO.	SpIsNonI/SupvAdmn/Dstrctwd	675.00
314581	1	ESCO EAR SERVICE CORP	Serv&Op /HlthServ/Dstrctwd	268.00
314582		VOID	VOID	0.00
314583	1	ESCO EAR SERVICE CORP	Serv&Op /HlthServ/Dstrctwd	268.00
314584	1	PHONAK INC	SpIsNonI/HlthServ/Dstrctwd	73.77
314585	1	BEYOND PLAY	InstMtls/SDCInstr/Crn Vlly	128.56
314586	1	PERMA-BOUND	Bks&Ref /Libr&Med/BAMS	3,770.60
314587	1	COSTCO S.J.C.	St Rcpts/Undesig /Dstrctwd	66,796.38
314588	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Crn Vlly	123.79
314589	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Crn Vlly	273.06
314590	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Crn Vlly	279.56
314591	1	REMEDIA PUBLICATIONS	InstMtls/RSPInstr/Wagon Wh	163.89
314592		VOID	VOID	0.00
314593	1	REALLY GOOD STUFF	InstMtls/RSPInstr/Wagon Wh	78.23
314594	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SDCInstr/Lobo	500.00
314595	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	546.00
314596	13	INDUSTRIAL ELECTRIC SERVICE	OpSupp /FoodServ/Dstrctwd	186.16
314597	1	GLENCOE DIV OF	K-8Textb/Instrctn/Dstrctwd	3,849.81
314598	1	GLENCOE DIV OF	K-8Textb/Instrctn/Dstrctwd	2,566.54
314599	1	PEARSON ASSESSMENTS	SpIsNonI/Spch Aud/Dstrctwd	494.81
314600	1	LINGUI SYSTEMS INC	SpIsNonI/Spch Aud/Dstrctwd	90.40
314601	1	RENAISSANCE LEARNING INC	InstMtls/SEOthIns/Dstrctwd	203.65
314602	1	LEGOLAND	FieldTrp/Instrctn/Las Palm	330.00
314603	1	LEGOLAND	FieldTrp/Instrctn/Las Palm	330.00
314604	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/Tesoro	1,867.74
314605	1	GOPHER ATHLETIC	InstMtls/Instrctn/DHHS	445.89
314606		VOID	VOID	0.00
314607	11	DISCOUNT SCHOOL SUPPLY	InstMtls/Instrctn/Dstrctwd	240.96
314608	1	ECS IMAGING INCORPORATED	Serv&Op /Pup Serv/Dstrctwd	16,500.00
314609	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/Hiddn Hl	20,128.00
314610	1	CB RANCH ENTERPRISES	FieldTrp/Instrctn/RH Dana	512.00
314611	1	SANTA ANA ZOO	FieldTrp/Instrctn/Reilly	350.00
314612	1	MNJ TECHNOLOGIES DIRECT INC	NonCapEq/Instrctn/Dstrctwd	137.47
314613	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Tijeras	347.00
314614	1	ALT, CLYLE	Serv&Op /SupvAdmn/DHHS	781.15
314615	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Tijeras	347.00
314616	1	SANTA ANA ZOO	FieldTrp/Enterprs/HankeyES	384.00
314617	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Tijeras	347.00

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PO No.	Fund	Vendor	Description	Amount
314618	1	ZOOMARS	FieldTrp/SDCInstr/Dana ENF	242.00
314619	1	HENJUM, MIKE	Serv&Op /Instrctn/SVCS	1,583.41
314620	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	125.00
314621	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Del Obis	9,262.75
314622	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Hiddn Hl	1,600.00
314623	1	CITY OF MISSION VIEJO	Serv&Op /RR:Grnds/Dstrctwd	5,415.00
314624	1	CITY OF MISSION VIEJO	Serv&Op /RR:Grnds/Dstrctwd	14,798.70
314625	1	PROVIDENCE SPEECH AND HEARING	NPA /Spch Aud/Dstrctwd	5,000.00
314626	1	SEHI COMPUTER	InstMtls/Enterprs/SCHS	175.10
			InstMtls/Instrctn/SCHS	175.09
314627	1	ACCURATE LABEL DESIGNS INC	SpplsNonI/Sch Adm /Crn Vlly	160.03
314628	1	US GAMES	InstMtls/Instrctn/Kinoshta	4,399.54
314629	1	GRAYMARK	InstMtls/Instrctn/MFMS	594.91
314630	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/MFMS	22,780.31
314631	1	STAPLES ADVANTAGE	InstMtls/Instrctn/BAMS	161.58
314632	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /SMS	52.80
314633	1	LANDS' END	SpplsNonI/Sch Adm /AVMS	102.36
314634		VOID	VOID	0.00
314635	1	GREAT BOOKS FOUNDATION	InstMtls/Instrctn/Crn Vlly	118.97
314636	1	MENTORING MINDS	InstMtls/Instrctn/MFMS	497.73
314637	1	MARKERBOARD PEOPLE	InstMtls/Instrctn/CVHS	114.31
314638	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/Benedict	767.25
314639	1	SUNBURST DIGITAL INC	Serv&Op /Instrctn/Marblehd	899.95
314640	1	NSTA	InstMtls/Instrctn/Dstrctwd	152.79
314641	1	PRECISION DATA PRODUCTS	InstMtls/Instrctn/DHHS	114.09
314642	1	DELL COMPUTER	NonCapEq/Pup Serv/Dstrctwd	2,898.20
314643	1	DELL COMPUTER	NonCapEq/Instrctn/ArroyoMS	1,258.46
			NonCapEq/Instrctn/ArroyoEl	7,550.76
314644	1	DELL COMPUTER	NonCapEq/Instrctn/Las Palm	4,993.96
314645	1	SARGENT-WELCH SCIENTIFIC	InstMtls/Instrctn/DHHS	142.93
314646	1	DELL COMPUTER	NonCapEq/Enterprs/SJHHS	1,073.50
314647		VOID	VOID	0.00
314648	1	DELL COMPUTER	NonCapEq/Instrctn/MFMS	32,969.18
314649	1	DELL COMPUTER	NonCapEq/Sch Adm /NHMS	3,745.47
314650	1	DELL COMPUTER	NonCapEq/Instrctn/LadraElm	2,496.98
314651	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/MFMS	371.41
314652	1	DELL COMPUTER	NonCapEq/TIS /Dstrctwd	2,831.64
314653	1	DELL COMPUTER	SpplsNonI/SupvAdmn/Dstrctwd	257.72
314654	1	STAPLES DIRECT	InstMtls/Instrctn/SCHS	140.09
314655	1	STAPLES ADVANTAGE	InstMtls/Instrctn/SCHS	35.55
314656		VOID	VOID	0.00
314657		VOID	VOID	0.00
314658	1	ECOLAB	InstMtls/Instrctn/ANHS	86.46
314659		VOID	VOID	0.00
314660	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/DHHS	82.88
314661	1	IMAGINEBANNERS.COM	SpplsNonI/Sch Adm /Don Juan	111.26
314662	1	FOLLETT EDUCATIONAL SERVICES	K-8Textb/Instrctn/Dstrctwd	971.11
314663	1	ENABLING DEVICES	InstMtls/SEothIns/Dstrctwd	482.00
314664	1	BEYOND PLAY	SpplsNonI/HlthServ/Dstrctwd	199.64
314665	1	STAPLES ADVANTAGE	InstMtls/Instrctn/MFMS	3,000.00

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PO No.	Fund	Vendor	Description	Amount
314666	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/Oak Grv	34,352.00
314667	1	SOUTHLAND INSTRUMENTS	InstMtls/Instrctn/DHHS	1,300.00
314668	1	ORANGE COUNTY DEPT OF EDUCAT	Serv&Op /Instrctn/SVCS	45.00
314669	1	HERITAGE MUSEUM OF OC	FieldTrp/Instrctn/RH Dana	590.00
314670	1	ORANGE COUNTY DEPT OF EDUCAT	Serv&Op /Instrctn/SVCS	45.00
314671	1	HILL, STACY	InstMtls/Instrctn/BAMS	339.19
314672	1	ORANGE COUNTY DEPT OF EDUCAT	Serv&Op /Instrctn/SVCS	45.00
314673	1	MR. M'S WORLD	InstMtls/Instrctn/FNMS	1,200.00
314674	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/Dstrctwd	77.25
314675	1	STAPLES ADVANTAGE	SpplsNonI/SupvAdmn/Dstrctwd	140.11
314676	1	DEMCO INC	SpplsNonI/Libr&Med/Dstrctwd	224.60
314677	1	ALPINE ACADEMY	Sub MHBC/NPS /Dstrctwd	20,422.80
			Residtl /NPS /Dstrctwd	12,000.00
314678	1	COUNTY OF ORANGE	Sub MHBC/PsychSer/Dstrctwd	59,410.04
314679	1	GOODHEART-WILLCOX CO INC	Bks&Ref /Instrctn/SCHS	3,131.80
314680	1	RENAISSANCE LEARNING INC	InstMtls/SEOthIns/Dstrctwd	413.76
314681		VOID	VOID	0.00
314682	1	ORANGE COUNTY SHERIFF DEPT	Serv&Op /Security/Dstrctwd	2,125.52
314683	1	MAYER-JOHNSON CO	InstMtls/Instrctn/DHHS	350.18
314684		VOID	VOID	0.00
314685	1	MAYER-JOHNSON CO	InstMtls/Spch Aud/Dstrctwd	207.87
314686	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Chaparal	3,473.02
314687	1	APPLE COMPUTER INC	InstMtls/Instrctn/ANHS	331.24
314688	1	APPLE COMPUTER INC	SpplsNonI/TIS /Dstrctwd	106.67
314689	1	DEPT OF JUSTICE	Serv&Op /Prsnl:HR/Dstrctwd	10,000.00
314690	1	APPLE COMPUTER INC	InstMtls/Instrctn/VDMMS	440.85
314691	1	NETWORK HARDWARE RESALE	Serv&Op /TIS /Dstrctwd	1,339.00
314692	1	DELL COMPUTER	NonCapEq/Instrctn/LFMS	884.21
314693	1	ESCO EAR SERVICE CORP	Serv&Op /HlthServ/Dstrctwd	202.00
314694	1	PRIMARY CONCEPTS	InstMtls/SDCInstr/Tijeras	29.83
314695	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Crn Vlly	242.11
314696	1	REMEDIA PUBLICATIONS	InstMtls/SDCInstr/Tijeras	45.82
314697	1	PRAXAIR	InstMtls/Instrctn/ANHS	247.87
314698	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SDCInstr/Tijeras	25.82
314699	1	CHILDWORK/CHILDSPLAY	InstMtls/SDCInstr/Tijeras	78.37
314700	1	DICK BLICK WEST	InstMtls/Instrctn/CVHS	779.31
314701	1	PEARSON ASSESSMENTS	SpplsNonI/PsychSer/Dstrctwd	2,747.89
314702	1	CULVER-NEWLIN INC	SpplsNonI/Sch Adm /SMS	1,097.76
314703	1	PRO PHOTO CONNECTION INC	InstMtls/Instrctn/SCHS	1,180.95
314704	1	CDWG Inc	InstMtls/Instrctn/CVHS	126.61
314705	1	PARKHOUSE TIRE INC.	Ppl Tran/PuplTran/Dstrctwd	10,050.00
			SpplsNonI/Dist Veh/Dstrctwd	4,950.00
314706	1	MNJ TECHNOLOGIES DIRECT INC	InstMtls/Instrctn/FNMS	401.64
314707	1	TUTTLE-CLICK FORD	Rntl:Oth/Dist Veh/Dstrctwd	15,000.00
314708	1	MISSION AUTO SERVICE	Rntl:Oth/PuplTran/Dstrctwd	5,000.00
			Rntl:Oth/Dist Veh/Dstrctwd	5,000.00
314709	1	MITCHELL INTERNATIONAL	Ppl Tran/PuplTran/Dstrctwd	999.00
314710	23	MTGL	BI:Arch /Fac Acq /SCHS	438.00
314711	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/ANHS	12,267.61
314712	1	COMPVIEW	InstMtls/Instrctn/MFMS	1,261.91

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PO No.	Fund	Vendor	Description	Amount
314713	1	SEHI COMPUTER	InstMtls/Instrctn/MFMS	2,010.23
314714	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/MFMS	422.06
314715	1	CAMCOR INC	InstMtls/Instrctn/LadraElm	459.26
314716	1	ISTE	Serv&Op /Instrctn/Mission	239.00
314717	1	SAN DIEGO COUNTY OFFICE OF ED	CnfrNonI/SpecProj/Dstrctwd	30.00
314718	1	SMART & FINAL	InstMtls/Instrctn/ANHS	75.00
314719	1	ISTE	Serv&Op /Instrctn/Mission	239.00
314720	1	SAN DIEGO COUNTY OFFICE OF ED	Conf:Ins/Instrctn/Las Palm	300.00
314721	1	APPLE COMPUTER INC	InstMtls/Instrctn/Las Palm	116.37
314722	1	TANAKA FARM & PUMPKIN PATCH	FieldTrp/Instrctn/Marblehd	936.00
314723	1	APPLE COMPUTER INC	InstMtls/Instrctn/MFMS	20.47
314724	1	OFFICE DEPOT	SpplsNonI/Sch Adm /DHHS	5,000.00
314725	1	APPLE COMPUTER INC	InstMtls/Instrctn/Dstrctwd	156.24
314726	1	DELL COMPUTER	NonCapEq/Instrctn/LRMS	1,248.49
314727	1	APPLE COMPUTER INC	InstMtls/Instrctn/ArroyoMS	1,528.97
314728	1	APPLE COMPUTER INC	InstMtls/Instrctn/Las Palm	96.94
314729	1	GALE/CENGAGE	InstMtls/Enterprs/SCHS	992.89
314730	1	NASCO WEST	InstMtls/Instrctn/NHMS	1,002.18
314731	12	VAVRINEK TRINE DAY & CO LLP	Serv&Op /SupvAdmn/Dstrctwd	3,600.00
314732	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/VdelMare	1,201.00
314733	1	APPLE COMPUTER INC	SpplsNonI/Spch Aud/Dstrctwd	955.89
314734	1	APPLE COMPUTER INC	NonCapEq/SDCInstr/Dana ENF	2,335.85
314735		VOID	VOID	0.00
314736	12	SOFTERWARE INC	Serv&Op /Sch Adm /Dstrctwd	360.00
314737	1	J W PEPPER-LOS ANGELES	NonCapEq/Instrctn/Dstrctwd	1,908.61
314738	1	DEAFINITELY PROFESSIONAL	SubInCon/Aid:Inst/Dstrctwd	45,000.00
314739	1	JANELLE PUBLICATIONS INC	InstMtls/SE0thIns/Dstrctwd	353.42
314740	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/SCHS	1,400.00
314741	1	PATTERSON MEDICAL/ SAMMONS	SpplsNonI/HlthServ/Dstrctwd	360.84
314742	1	CAMCOR INC	InstMtls/Instrctn/MFMS	796.96
314743	1	UNITED PARCEL SERV	Cmmnctns/Warehse /Dstrctwd	8,000.00
314744	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/RH Dana	608.79
314745	12	WAXIE	SpplsNonI/Sch Adm /Dstrctwd	1,765.51
314746	1	THOMSON WEST	SpplsNonI/Pup Serv/Dstrctwd	70.04
314747	1	ESPECIAL NEEDS	SpplsNonI/HlthServ/Dstrctwd	219.76
314748	1	PRIORITY MAILING SYSTEMS	SpplsNonI/Warehse /Dstrctwd	1,500.00
314749	1	MOBILE COMMUNICATION REPAIR	Rntl:Oth/Pup Serv/Dstrctwd	168.09
314750	1	LINGUI SYSTEMS INC	SpplsNonI/Spch Aud/Dstrctwd	53.82
314751	1	MIND RESEARCH INSTITUTE	CnsltIns/Instrctn/San Juan	3,325.00
314752	1	DANMAR PRODUCTS INC	SpplsNonI/HlthServ/Dstrctwd	143.31
314753	1	PRO-ED	SpplsNonI/Spch Aud/Dstrctwd	60.64
314754	1	RENAISSANCE LEARNING INC	SpplsNonI/SE0thIns/Dstrctwd	345.80
314755	1	RENAISSANCE LEARNING INC	InstMtls/SE0thIns/Dstrctwd	196.03
314756	1	RENAISSANCE LEARNING INC	InstMtls/SE0thIns/Dstrctwd	345.86
314757	1	LAKESHORE LEARNING MATERIALS	InstMtls/SE0thIns/Dstrctwd	1,016.37
314758	1	PCI EDUCATIONAL PUBLISHING	InstMtls/SDCInstr/NHMS	255.31
314759	1	PEARSON EDUCATION	SpplsNonI/Spch Aud/Dstrctwd	546.00
314760	1	FOLLETT LIBRARY RESOURCES	InstMtls/Instrctn/DHHS	2,650.00
314761	1	NATIONAL SCHOOL PRODUCTS	InstMtls/SDCInstr/AVMS	258.54
314762	1	BEYOND PLAY	InstMtls/SE0thIns/Dstrctwd	412.94

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314763	1	DEVEREUX - VICTORIA	Residtl /NPS /Dstrctwd	718.30
314764	1	PEARSON LEARNING	InstMtls/SDCInstr/Bathgate	393.31
314765	1	DAVID TAUSSIG ASSOC INC	Serv&Op /FacPlann/Dstrctwd	1,001.25
314766	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/DHHS	42.21
314767	1	STUTZ ARTIANO SHINOFF & HOLTZ	Legal /Supt /Dstrctwd	50,581.28
314768	13	NOSAJ DISPOSABLES INCORPORATED	OpSupp /FoodServ/Dstrctwd	5,000.00
314769	13	ECOLAB PEST ELIMINATION	CntrctFd/FoodServ/Dstrctwd	5,000.00
314770	13	MILLER MECHANICAL	Refrig /FoodServ/Dstrctwd	20,000.00
314771	1	REALLY GOOD STUFF	InstMtls/SDCInstr/AVMS	209.06
314772	1	CAMCOR INC	InstMtls/RSPInstr/Tesoro	226.40
314773	1	DANIELS TIRE SERVICE	Ppl Tran/PuplTran/Dstrctwd	10,050.00
			SpplsNonI/Dist Veh/Dstrctwd	4,950.00
314774	1	LAKESHORE LEARNING MATERIALS	InstMtls/SEothIns/Dstrctwd	1,298.70
314775	1	LAKESHORE LEARNING MATERIALS	InstMtls/RSPInstr/Viejo	239.94
314776	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Reilly	109.80
314777		VOID	VOID	0.00
314778	1	CHOAN, CEDRIC AND CAROLINE	Serv&Op /Aid:Inst/Dstrctwd	46,000.00
314779	1	ANAHEIM BAND INSTRUMENTS	InstMtls/Instrctn/CVHS	540.00
314780	1	EVERYTHING MEDICAL	St Rcpts/Undesig /Dstrctwd	248.90
314781	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	1,514.88
314782	68	HEADSETS.COM	SpplsNonI/Enterprs/Dstrctwd	83.32
314783	68	B & H PHOTOGRAPHY	SpplsNonI/Enterprs/Dstrctwd	39.87
314784	1	JM MCKINNEY COMPANY	SpplsNonI/RR:Bldgs/Dstrctwd	19.51
314785	1	AQUATIC TECHNOLOGIES	Rntl:Oth/RR:Bldgs/Tesoro	1,904.00
314786	1	COAST RECREATION INC	SpplsNonI/RR:Bldgs/Bergeson	1,074.37
314787	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Bergeson	650.00
314788	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
314789	1	COMMERCIAL FENCE & IRON WORKS	Rntl:Oth/RR:Bldgs/CVHS	3,275.25
314790	1	VANGUARD FLOORING INC	Rntl:Oth/RR:Bldgs/Castille	1,720.87
314791	1	PLAY & PARK STRUCTURES	Rntl:Oth/RR:Bldgs/Hiddn Hl	1,005.59
314792	1	COMMERCIAL FENCE & IRON WORKS	Rntl:Oth/RR:Bldgs/Bergeson	1,574.06
314793	1	VANGUARD FLOORING INC	Rntl:Oth/RR:Bldgs/Castille	2,476.25
314794	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/Castille	2,505.95
314795	1	DELL COMPUTER	NonCapEq/Prsnl:HR/Dstrctwd	1,569.12
314796	1	DELL COMPUTER	NonCapEq/Prsnl:HR/Dstrctwd	1,569.12
314797	1	CRUCIAL TECHNOLOGY	InstMtls/Enterprs/Tesoro	90.48
314798		VOID	VOID	0.00
314799	1	US GAMES	InstMtls/Enterprs/Bathgate	357.06
314800	1	PROSURFACE	Rntl:Oth/RR:Bldgs/SCHS	1,782.50
			Srv Bill/Enterprs/SCHS	5,347.50
314801	1	FLEET SERVICE SPECIALISTS LLC	Rntl:Oth/PuplTran/Dstrctwd	15,000.00
			Rntl:Oth/Dist Veh/Dstrctwd	15,000.00
314802	1	DEWEYS HOME APPLIANCES	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
314803		VOID	VOID	0.00
314804	1	CLARK SECURITY PRODUCTS	SpplsNonI/RR:Bldgs/Dstrctwd	9,390.41
314805	1	VANGUARD FLOORING INC	Rntl:Oth/RR:Bldgs/Lobo	630.00
314806	1	VANGUARD FLOORING INC	Rntl:Oth/RR:Bldgs/LRMS	1,161.00
314807	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/Tesoro	8,583.00
314808	1	NATIONAL PEN COMPANY	SpplsNonI/Sch Adm /San Juan	126.62
314809	1	COMMERCIAL FENCE & IRON WORKS	Rntl:Oth/RR:Bldgs/CVHS	2,095.03

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2011-12 =====\*  
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PO No.	Fund	Vendor	Description	Amount
314810	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/DHHS	7,875.00
314811	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Tesoro	5,128.50
314812	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/SJHHS	1,935.20
314813	1	IMAGE 2000	InstMtls/Instrctn/Tesoro	570.10
314814	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/ANHS	3,111.43
314815	1	IMAGE 2000	InstMtls/Instrctn/Palisade	361.87
314816	1	IMAGE 2000	InstMtls/Instrctn/ArroyoEl	464.98
			InstMtls/Instrctn/ArroyoMS	464.99
314817	1	CALIFORNIA WEEKLY EXPLORER INC	FieldTrp/Instrctn/Marblehd	1,025.00
314818	1	AQUATIC TECHNOLOGIES	Rntl:Oth/RR:Bldgs/CVHS	5,400.00
314819	1	VICTORY PADDLE/SCHOOL PASSES	SpIsNonI/Sch Adm /DHHS	103.77
314820	1	WOLTERS KLUWER HEALTH	InstMtls/Instrctn/ANHS	228.20
314821	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Las Palm	902.34
314822	11	ADMINISTRATIVE SOFTWARE	Serv&Op /AE:FEEBS/Dstrctwd	54.80
314823	1	MNJ TECHNOLOGIES DIRECT INC	SpIsNonI/Sch Adm /SMS	146.20
314824	69	TRAVIS SOFTWARE	Serv&Op /Enterprs/Dstrctwd	1,050.00
314825	1	ADVANCED EXERCISE EQUIPMENT	InstMtls/CurAthlt/SJHHS	7,638.76
314826	1	LIBERTY FLAGS	InstMtls/Instrctn/Lgna Nig	134.49
314827	1	TEACHERS DISCOVERY	InstMtls/Instrctn/Tesoro	695.49
314828	1	TEACHERS CURRICULUM INS	InstMtls/Instrctn/Tesoro	525.38
314829	1	WOODWIND & BRASSWIND	InstMtls/Instrctn/Dstrctwd	500.00
			Rnt&Repr/Instrctn/Dstrctwd	1,500.00
314830	1	APPLIED PRACTICE LTD	InstMtls/Instrctn/Tesoro	162.30
314831	1	COSTCO S.J.C.	InstMtls/Instrctn/ANHS	203.00
314832	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/DHHS	272.14
314833	1	PERMA-BOUND	Bks&Ref /Libr&Med/Lgna Nig	189.37
314834	1	EDUCATIONAL THEATRE ASSOC	InstMtls/Instrctn/CVHS	233.04
314835	1	SOUTHWEST SCHOOL SUPPLY	SpIsNonI/SupvAdmn/RH Dana	123.88
314836		VOID	VOID	0.00
314837	23	MTGL	BI:Arch /Fac Acq /SCHS	95.00
314838	1	ORRICK HERRINGTON SUTCLIFFE LL	Serv&Op /DW Unrst/Dstrctwd	2,464.94
314839	1	TEACHERS DISCOVERY	InstMtls/M&OUnrOH/MFMS	107.43
314840	1	ILLUMINATE EDUCATION	CnfrNonI/StDev In/Dstrctwd	278.00
314841	1	TOMARK SPORTS INC	InstMtls/CurAthlt/ANHS	547.37
314842	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Lobo	794.00
314843	1	AQUARIUM OF THE PACIFIC	FieldTrp/Instrctn/Crn Vlly	397.50
314844	1	VS ATHLETICS	NonCapEq/CurAthlt/CVHS	1,328.34
314845	1	CB RANCH ENTERPRISES	Srv Bill/Enterprs/Las Palm	1,332.00
314846	1	ENVIRONMENTAL NATURE CENTER	FieldTrp/Instrctn/LadraElm	426.00
314847	1	AQUARIUM OF THE PACIFIC	FieldTrp/Instrctn/Moulton	1,035.00
314848	1	LEGOLAND	FieldTrp/Instrctn/Lobo	516.00
314849	1	ENVIRONMENTAL NATURE CENTER	FieldTrp/Instrctn/LadraElm	396.00
314850	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/SCHS	1,420.00
314851	1	WAL MART S.C.	InstMtls/SEOthIns/Dstrctwd	600.00
314852	1	WAL MART S.C.	InstMtls/Instrctn/SCHS	1,400.00
314853	1	MISSION SAN JUAN CAPISTRANO	FieldTrp/Instrctn/Lobo	420.00
314854	1	STAPLES ADVANTAGE	SpIsNonI/Sch Adm /ANHS	5,000.00
314855	1	ARBOR SCIENTIFIC	InstMtls/Instrctn/DHHS	109.16
314856	1	NETWORK HARDWARE RESALE	NonCapEq/Sch Adm /SMS	6,675.63
314857	1	ORANGE COUNTY TANK TESTING	Serv&Op /Dist Veh/Dstrctwd	7,000.00

Board of Trustees Purchase Order Listing  
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Board of Trustees Meeting.....APRIL 25, 2012

PO No.	Fund	Vendor	Description	Amount
314858	1	JOSTENS	SplsNonI/Sch Adm /ANHS	1,298.31
314859	1	PACIFIC GO NATURAL GAS	Ppl Tran/PuplTran/Dstrctwd	20,000.00
314860	1	RINCON TRUCK PARTS	Rntl:Oth/Dist Veh/Dstrctwd	20,000.00
314861	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/Hiddn Hl	6,241.70
314862	1	GANAHL LUMBER	SplsNonI/RR:Bldgs/LRMS	1,864.08
314863	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/SCHS	2,015.69
314864	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Hiddn Hl	550.00
314865	1	KERN COUNTY SUPERINTENDENT OF	Serv&Op /PuplTran/Dstrctwd	3,071.57
314866	1	CAMCOR INC	NonCapEq/Instrctn/Tesoro	537.66
314867	1	CAMCOR INC	NonCapEq/Instrctn/Tesoro	537.66
314868	1	CAMCOR INC	NonCapEq/Instrctn/FNMS	1,424.95
314869	1	OPTIMIKX PRODUCTIONS	NonCapEq/Instrctn/ANHS	754.25
314870	1	APPLE COMPUTER INC	NonCapEq/Instrctn/MFMS	19,276.92
314871	1	DELL COMPUTER	NonCapEq/Instrctn/Cal Prep	3,803.00
314872	1	APPLE COMPUTER INC	NonCapEq/Instrctn/MFMS	18,405.08
314873	1	DELL COMPUTER	NonCapEq/Instrctn/Cal Prep	6,766.53
314874	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Dstrctwd	10,752.37
314875	1	DELL COMPUTER	SplsNonI/Enterprs/Wood Cyn	174.52
314876	1	GOV CONNECTION INC	InstMtls/Instrctn/Dstrctwd	1,299.90
314877	1	LASERED PICS	InstMtls/SEOthIns/Dstrctwd	35.94
314878	1	SOUTH COAST MEDICAL GROUP	Serv&Op /Prsnl:HR/Dstrctwd	1,500.00
314879	1	DELL COMPUTER	NonCapEq/Instrctn/RH Dana	884.21
314880	1	PEARSON ASSESSMENTS	SplsNonI/Spch Aud/Dstrctwd	298.59
314881	1	PHONAK INC	SplsNonI/HlthServ/Dstrctwd	181.30
314882	1	SUPER DUPER INC.	SplsNonI/Spch Aud/Dstrctwd	122.80
314883	1	SCHOOL SPECIALTY	SplsNonI/HlthServ/Dstrctwd	18.61
314884	1	RIFTON EQUIPMENT	NonCapEq/HlthServ/Dstrctwd	835.06
314885	1	TROXELL COMMUNICATIONS INC	InstMtls/SEOthIns/Dstrctwd	36.47
314886	1	RENAISSANCE LEARNING INC	InstMtls/SEOthIns/Dstrctwd	345.87
314887	1	HEWLETT-PACKARD COMPANY	InstMtls/SEOthIns/Dstrctwd	110.85
314888	1	HEWLETT-PACKARD COMPANY	InstMtls/Instrctn/VDMMS	100.93
314889	1	STAPLES ADVANTAGE	SplsNonI/SupvAdmn/Dstrctwd	62.42
314890	1	B & H PHOTOGRAPHY	NonCapEq/Instrctn/CVHS	1,896.65
314891		VOID	VOID	0.00
314892	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Lobo	135.04
314893	1	CAMCOR INC	InstMtls/RSPInstr/HankeyMS	201.75
314894	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/MFMS	9,420.93
314895	1	DELL COMPUTER	SplsNonI/Sch Adm /Bathgate	132.61
314896	1	APPLE COMPUTER INC	NonCapEq/Enterprs/Tesoro	3,214.97
314897	13	ARROW RESTAURANT EQUIPMENT	Smlequip/FoodServ/Dstrctwd	142.55
314898	13	BOYD COFFEE COMPANY	Food Dry/FoodServ/Dstrctwd	600.00
314899	1	LAW OFFICES OF BRUCE BOTHWELL	Legal /SupvAdmn/Dstrctwd	27,924.84

358 Purchase Orders \$1,316,229.15

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2011-12 =====\*  
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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
5131	87	SAN DIEGO GAS & ELECTRIC	OthConst/Fac Acq /CVHS	1,118.00
5132	98	HORIZONS CONSTRUCTION CO. INTL	BI:Const/Fac Acq /SJHHS	97,951.00
5133	87	EDENCO INC.	CnsMgFee/Fac Acq /FNMS	8,000.00
5134	87	EDENCO INC.	CnsMgFee/Fac Acq /FNMS	15,000.00
5135	87	EDENCO INC.	CnsMgFee/Fac Acq /FNMS	45,000.00
5136	98	TEL-TEC SECURITY SYSTEMS INC.	F&EInstl/Fac Acq /SJHHS	2,468.85
5137	98	FRANCHISE DESIGNS	InstMtls/Fac Acq /SJHHS	4,086.75
5138	98	MTGL	BI:CTest/Fac Acq /SJHHS	27,200.00
5139	98	CALIFORNIA TRACK & ENGINEERING	SI:Const/Fac Acq /SJHHS	353,928.07
5140	98	ADVANCED EXERCISE EQUIPMENT	F&EInstl/Fac Acq /SJHHS	2,750.22
5141	98	GUIDA SURVEYING INC.	LndSrvey/Fac Acq /SJHHS	37,200.00
5142	98	GUIDA SURVEYING INC.	LndSrvey/Fac Acq /SJHHS	23,000.00
12 Purchase Orders				\$617,702.89



Board of Trustees Warrant Listing  
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Board of Trustees Meeting.....APRIL 25, 2012

Warrant Number	Name of Payee	Reference Number	Amount
172494	ALISO VIEJO COMMUNITY ASSN	PO-312171	1,844.77
172495	CITY OF SAN JUAN CAPISTRANO	PO-310360	3,807.35
172496	COUNTY OF ORANGE-WASTE MNGT	PO-310351	1,651.27
172497	DAVID TAUSSIG ASSOC INC	PO-311646	359.68
		PO-312543	457.75
172498	SAN DIEGO GAS & ELECTRIC	PO-310354	197,594.16
172499	SANTA MARGARITA WATER	PO-310357	2,839.54
172500	SO CAL GAS CO	PO-310352	15,360.88
172501	SOUTHERN CALIFORNIA EDISON	PO-310353	49,521.97
172502	THE PLANNING CENTER	PO-313922	1,657.50
172503	CRARY, BRENDA	PO-313093	648.00
172504	GOODWILL INDUSTRIES	PO-314248	3,540.00
172505	JANNEY, MICHAEL & VANESSA	PO-311773	499.95
172506	OCEANVIEW SCHOOL	PO-314324	3,024.00
172507	PATTERSON, PAMELA	PO-310764	1,000.00
172508	WINGARD, RICHARD AND LORENA	PO-312035	2,125.00
172509	STEIN, CHRISTINE E	PO-311319	3,360.00
172510	ACTION LEARNING SYSTEMS INC	PO-314358	1,439.10
172511	BESTGEN, MARY	PO-313265	1,173.33
172512	CAMPCO	PO-311366	10,302.00
172513	CRARY, BRENDA	PO-310381	2,640.00
172514	GARCIA, IRMA	PO-310939	3,420.00
172515	KRANTZ, TRICIA ELIZABETH	PO-310940	4,260.00
		PO-313094	959.40
172516	MEET THE MASTERS	PO-312139	1,187.37
172517	PROFESSIONAL TUTORS OF AMERICA	PO-313338	7,038.00
172518	RICHARDS INSTITUTE OF EDUC	PO-314295	3,000.00
172519	RICHARDS INSTITUTE OF EDUC.	PO-312734	1,300.00
172520	SAN DIEGO COUNTY SUPT OF SCH	PO-313209	45.00
		PO-313249	15.00
172521	SHERI B LOEWENSTEIN	PO-313565	2,875.00
172522	SMART KIDS TUTORING & LEARNING	PO-313340	745.00
172523	SYLVAN LEARNING CTR OF LAGUNA	PO-313332	1,233.75
172524	TEACH N TUTOR INC	PO-313336	2,387.50
172525	XAMAZE IN HOME TUTORING	PO-313330	110.00
172526	ART...JUST CREATE IT	PV-123637	2,992.50
172527	GARCIA, IRMA	PO-311039	600.00
172528	ADAPTIVEMALL.COM	PO-314362	1,825.95
172529	ADVANCED DOCUMENT SYSTEMS &	PO-314503	10.00
172530	ASSOC BUSINESS PRODUCTS	PO-310231	245.34
172531	ASSOCIATION OF CALIFORNIA	PO-310469	520.00
172532	BEE MAN	PO-310294	445.00
172533	BJ BINDERY	PO-312305	367.00
172534	BOOKHANDLER, THE	PO-313988	521.00
172535	BRINKS INC.	PO-311871	148.46

Board of Trustees Warrant Listing  
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Board of Trustees Meeting.....APRIL 25, 2012

Warrant Number	Name of Payee	Reference Number	Amount
172536	CAMCOR INC	PO-312101	965.68
		PO-312761	459.26
		PO-313464	459.26
		PO-313723	7,631.17
		PO-314104	1,829.81
		PO-314195	537.66
		PO-314196	1,075.32
172537	CAPISTRANO GOLF CARS	PO-310349	644.59
172538	CDW GOVERNMENT	PO-310395	83.61
		PO-313499	41.69
		PO-314159	499.94
172539	CINTAS	PO-310420	99.36
172540	CINTAS CORP	PO-310339	890.96
		PO-311380	70.43
172541	COMMUNICATIONS USA	PO-314244	486.26
172542	DENAULT'S HARDWARE	PO-312337	99.73
172543	DFS FLOORING	PO-314004	2,135.00
172544	EBERHARD EQUIPMENT	PO-310324	762.34
172545	EDHELPER.COM	PO-312619	239.88
172546	EVERYTHING MEDICAL	PO-314119	66.45
		PO-314243	1,747.50
172547	FACILITIES PROTECTION SYSTEMS	PO-314462	340.00
		PO-314463	136.00
172548	FIRE UP SAN CLEMENTE	PO-314453	504.00
172549	FUN AND FUNCTION	PO-311031	61.94
172550	GOLDEN STAR TECHNOLOGY INC.	PO-314099	147.52
172551	GOV CONNECTION INC	PO-314102	641.33
172552	JANELLE PUBLICATIONS INC	PO-314328	137.50
172553	JOHN DEERE LANDSCAPES	PO-310326	289.04
172554	KELLY PAPER COMPANY	PO-310113	2,360.03
172555	LAWN MOWERS ETC	PO-310327	3,080.41
172556	LINGUI SYSTEMS INC	PO-314265	127.85
172557	LOCAL JANITORIAL & VACUUM	PO-312915	993.80
172558	IRON MOUNTAIN	PO-310026	182.46
172559	DISCOUNT OFFICE SERVICES	PO-310149	264.59-
		PO-310150	12.48
		PO-310151	51.70
		PO-310943	18.31
		PO-310945	36.61
		PO-313035	26.93
		PO-313900	29.08-
		PO-313948	222.98
172560	LAKESHORE LEARNING MATLS	PO-313858	277.29
		PO-313874	37.31
		PO-314333	1,169.52

Board of Trustees Warrant Listing  
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Board of Trustees Meeting.....APRIL 25, 2012

Warrant Number	Name of Payee	Reference Number	Amount
172561	LAKESHORE LEARNING MATLS	PO-311362	454.79
172562	BROOKHART, TIFFINY	PV-123709	20.00
172563	CUELLAR, KENT	PV-123710	30.00
172564	FARLEY, JOSEPH M	PV-123640	54.19
172565	HENRY, JUDY	PV-123712	72.55
172566	HILL, STACY	PV-123642	339.19
172567	HIRSCHMAN, ELKE	PV-123713	21.00
172568	IRELAND, STEVEN H	PV-123711	11.95
172569	MACK, DOUG	PV-123714	36.53
172570	WALSH, RHONDA	PV-123716	4.40
172571	ZOERNER, STEVE	PV-123717	137.23
172572	ROTH, ADAM	PV-123643	85.00
172573	VERMEULEN, DONALD	PV-123715	61.08
172574	MARIA, AGNES	PV-123641	285.00
172575	ABOVE ALL NAMES CONSTRUCTION	PO-314199	1,896.80
172576	AMS.NET	PO-312888	26,718.34
		PO-312890	33,670.80
		PO-312893	27,509.65
		PO-312894	24,382.10
		PO-312896	9,356.79
		PO-312897	20,442.55
		PO-312898	12,861.47
172577	BENS ASPHALT	CM-120098	200.00-
		PO-314173	1,492.57
172578	CONSOLIDATED ELECT DISTR	PO-310545	3,426.48
172579	McKENDRY DOOR SALES & SERVICE	PO-310216	720.00
172580	PACIFIC PLUMBING COMPANY OF	PO-314251	5,374.39
		PO-314475	4,700.62
172581	PACIFIC ROOFING SYSTEMS	PO-311992	2,730.00
		PO-314078	3,087.00
		PO-314080	995.00
172582	WEST COAST ARBORISTS INC.	PO-313318	2,760.24
172583	CAPISTRANO UNIFIED SCHOOL DIST	PO-310247	81,814.39
172584	CONNECTICUT GEN LIFE INS CO	PO-310011	14,833.80
172585	CONNECTICUT GENERAL LIFE	PO-310010	36,312.74
172586	ADAMS, KARA	PV-123649	224.57
172587	ALVARADO, CYNTHIA	PV-123650	295.26
		PV-123657	316.35
172588	BANH, JULIE/NAM	PV-123651	814.91
172589	BECERRIL, ARTURO OR BLANCA	PV-123652	76.36
172590	BELLOMO, PHILIP &/OR KATHY	PV-123653	168.72
172591	BERGMAN, TODD	PV-123654	99.56
172592	BERTOLA, ANGELO OR SANDRA	PV-123655	206.68
172593	BIRTCH, RANDY OR LAURA	PV-123656	168.76
172594	BOGUSIEWICZ, STEVEN OR KELLY	PV-123658	119.88

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....APRIL 25, 2012

Warrant Number	Name of Payee	Reference Number	Amount
172595	BOYD, VALERIE	PV-123659	138.97
172596	BROWN, BURTON OR PENELOPE	PV-123660	150.96
172597	CAPAY, PONCIANO OR MARIA	PV-123661	587.53
172598	CHANG, RAMOND OR DIEM	PV-123663	1,428.41
172599	CLARK, BRIAN OR YOLANDA	PV-123664	225.35
172600	CONDIE, ERIC OR CHARLOTTE	PV-123665	242.29
172601	CROWELL, BRIDGETTE	PV-123666	558.03
172602	CUHADAROGLU, MEHMET OR BELGIN	PV-123667	1,115.66
172603	DIXON, KEN OR SHAUNA	PV-123668	387.58
172604	DOUGHERTY, EDNA	PV-123669	362.32
172605	GAU, MARY	PV-123670	109.89
172606	GORDON, DEBRA L	PV-123671	606.57
172607	GRISHAM, MELINDA	PV-123672	185.59
172608	GUTIERREZ, ALFONSO OR MARIA	PV-123673	350.22
172609	GUZMAN GARCIA, OMAR	PV-123674	179.82
172610	HADDAD, MIKE OR BECKY	PV-123675	195.80
172611	HAMEED, SHAWN	PV-123676	257.07
172612	HARRAMAN, RUSSEL & IVANA	PV-123677	229.45
172613	HENRY, SAMANTHA	PV-123678	197.82
172614	HOEL, DAVID OR JILL	PV-123679	253.92
172615	HYLTON, CHRIS OR HERMINIA	PV-123680	195.00
172616	JAMES, JUSTIN & ARLEN	PV-123681	84.78
172617	JOCHAM, RICK OR SARA	PV-123683	650.43
172618	KESSLER, MARIA or JAMES	PV-123684	146.52
172619	LAW, YUET	PV-123685	193.80
172620	LOCKMAN, RICHARD OR AILEEN	PV-123686	433.56
172621	LUNA, THEODORE OR MANDY	PV-123687	151.84
172622	MALDONADO, RON OR JENNILYN	PV-123688	116.13
172623	MARTINEZ, ROBERT OR CHRISTINA	PV-123689	151.84
172624	MCGOWAN, DARLENE	PV-123690	902.21
		PV-123691	284.91
172625	MICHEL, WALTER &/OR NANCY	PV-123692	227.32
172626	MYERS, JEANEENE/RUSTY	PV-123693	67.48
172627	NGUYEN, CHIEN OR LINH	PV-123694	98.12
172628	ORTIZ, VICTOR & BRANDY	PV-123695	232.96
		PV-123696	815.38
172629	PERCIAVALLE, DAVID OR ARLENE	PV-123697	187.01
172630	PETERSEN, DAVID OR LORIE	PV-123698	148.68
172631	QUENGA, JOSEPH OR TRACY	PV-123699	769.62
172632	REDING, CLARE & SHAD	PV-123700	432.55
172633	ROSENBERRY, DONALD OR KELLY	PV-123701	146.78
172634	ROTH, JAY &/OR KERI	PV-123702	250.54
172635	ROZO, ROXANNE	PV-123703	390.21
172636	SADEK, SCOTT & MARY	PV-123704	920.46
172637	SCHWARTZ, TONY OR STEPHANIE	PV-123706	1,346.36

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2011-12 =====\*  
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Warrant Number	Name of Payee	Reference Number	Amount
172638	STALEY, ANNA DAWN OR MATTHEW	PV-123707	95.90
172639	STEBENNE, STUART/LISA	PV-123708	139.19
172640	OLIVER WORLD CLASS LABS	PO-313457	5,806.63
172641	ORANGE COUNTY PROBATION DEPT	PO-310688	1,900.00
172642	ROGUE FITNESS	PO-312697	699.51
172643	STAPLES ADVANTAGE	-	
		CM-120097	205.52-
		PO-310148	164.40
		PO-310416	682.70
		PO-310543	220.76
		PO-310746	79.29
		PO-311105	37.31
		PO-311588	271.08
		PO-311663	18.93-
		PO-311761	27.09
		PO-312449	170.18
		PO-312544	62.29
		PO-312607	275.40
		PO-313300	41.53
		PO-313335	144.58
		PO-313506	773.24-
172644	STAPLES ADVANTAGE	PO-313506	438.99
		PO-313902	105.86-
		PO-314141	11.07
		PO-314215	126.05
		PO-314239	41.87
		PO-314407	161.02
172645	THERAPY SHOPPE	PO-312561	38.43
172646	STAPLES ADVANTAGE	PO-310147	37.25
172647	STAPLES ADVANTAGE	PO-310541	220.25
		PO-312478	369.33
172648	BEACH CITIES GLASS	PO-310572	484.65
172649	BOYCE INDUSTRIES	PO-310292	524.22
172650	CAROLINA BIOLOGICAL SUPPLY CO	PO-313978	113.65
172651	CENTRAL DRUG SYSTEM	PO-313129	2,125.00
172652	CINTAS CORP	PO-311380	70.43
172653	CLARK SECURITY PRODUCTS	PO-310331	1,319.42
172654	CURRICULUM ASSOCIATES	PO-314181	1,115.33

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....APRIL 25, 2012

Warrant Number	Name of Payee	Reference Number	Amount
172655	DELL MARKETING L P	PO-314056	1,724.37
		PO-314061	6,219.17
		PO-314066	5,801.58
		PO-314227	1,639.36
		PO-314228	3,498.54
		PO-314260	7,957.17
		PO-314277	479.89
		PO-314278	26,312.52
		PO-314280	1,750.58
		PO-314283	4,437.82
		PO-314285	629.28
		PO-314289	4,046.68
		PO-314343	12,254.06
		PO-314345	20,131.66
172656	DEMCO INC	PO-314304	36.88
172657	DITCH WITCH CENTRAL CALIFORNIA	PO-310307	31.10
		PO-314533	86.27
172658	DOHENY BUILDERS SUPPLY	PO-310308	181.54
172659	FEDERAL EXPRESS CORP	PO-310134	743.79
172660	FLINN SCIENTIFIC INC	PO-313980	296.73
		PO-314292	36.98
172661	FOLLETT LIBRARY RESOURCES	PO-313602	77.25
172662	HAAN CRAFTS	PO-310190	210.00
172663	HD SUPPLY	PO-313991	114.53
172664	INTERNATIONAL E-Z UP INC	PO-314036	5,483.04
172665	IRON MOUNTAIN	PO-310801	279.62
172666	JUST ASK PUBLICATIONS	PO-314300	39.95
172667	K12 SOFTWARE	PO-314205	320.99
172668	LESLIES SWIMMING POOL SUPPLY	PO-310217	78.84
172669	LIFE TECHNOLOGIES	PO-314282	1,414.06
172670	LITERACY EMPOWERMENT	PO-313738	204.00
172671	AMERICAN COUNCIL ON EDUCATION	PO-314534	490.00
172672	EXECUTIVE ENVIRONMENTAL SVCS	PO-314542	2,175.61
172673	BENE, CHERI	PV-123718	112.11
172674	BLAND, LISA	PV-123719	144.86
172675	BLINN, JAMES F	PV-123720	152.07
172676	BRANNON, DESIREE	PV-123721	124.88
172677	BUTLER, SUSAN	PV-123722	33.30
172678	CASPERSON, KATHRYN	PV-123724	43.29
172679	DAGLEY, JEANA	PV-123725	212.57
172680	EDEN, CRIS	PV-123726	49.95
172681	EFFENBERGER, PATRICIA	PV-123727	35.52
172682	EXWORTHY, MARK	PV-123728	318.57
172683	FERGUSON, ERIN	PV-123729	208.68
172684	FINNSSON, JAMIE	PV-123731	122.66

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....APRIL 25, 2012

Warrant Number	Name of Payee	Reference Number	Amount
172685	HALL, SHEILA	PV-123732	260.85
172686	HANAFORD, LAURA	PV-123733	106.01
172687	HERTZ, JANA	PV-123734	262.52
172688	HOGBIN, RICH	PV-123735	68.82
172689	IMSLAND, TRACEY	PV-123736	27.75
172690	JONES, JOSEPH	PV-123737	126.54
172691	KENNEY, VALERIE	PV-123738	47.18
172692	MENDEL, LINDA	PV-123739	130.43
172693	METTERT, LISA M	PV-123741	127.10
172694	MORROW, ELYSE	PV-123740	91.58
172695	PARKER, LAURA	PV-123742	95.46
172696	ROCHE, ANN	PV-123744	198.69
172697	STOFFEL, DAVID E	PV-123745	75.48
172698	SUNICO, MA REGINA	PV-123746	104.34
172699	VARELA, AMANDA	PV-123747	122.10
172700	WALTERS, ELAINE	PV-123748	69.38
172701	WOBST, JUDY	PV-123749	2.22
172702	CARSE, BARBARA	PV-123723	28.86
172703	EDEN, CRIS	PV-123726	61.61
172704	FREY, DEBORAH	PV-123730	8.88
172705	PEREZ, VIRGINIA	PV-123743	107.12
172706	ENTERPRISE FLEET SERVICES	PO-310591	1,062.61
172707	OPPORTUNITY FOR LEARNING	PV-123750	4,351.02
172708	CMRS-TMS	PO-314540	190.00
172709	MARKERBOARD PEOPLE	PO-314368	105.00
172710	MILLER MECHANICAL	PO-313529	540.07
172711	MOORE'S SEWING MACHINE	PO-310164	189.89
172712	NASCO WEST	PO-310487	254.68
		PO-312711	379.17
		PO-313243	661.93
		PO-313617	1,092.59
172713	NATIONAL GEOGRAPHIC SCHOOL PUB	PO-310906	1,626.48
172714	SOUTHWEST SCHOOL SUPPLY	-	
		CM-120099	28.23-
		PO-310158	1.62-
		PO-310159	485.28-
		PO-310183	73.68
		PO-310185	725.01
		PO-310196	1,023.27
		PO-310198	38.14-
		PO-310201	356.63
		PO-310202	31.53-
		PO-310203	14.87-
		PO-310204	329.46
		PO-310205	8.79

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Warrant Number	Name of Payee	Reference Number	Amount
172715	SOUTHWEST SCHOOL SUPPLY	-	
		PO-310205	24.21
		PO-310206	208.69
		PO-310207	387.52-
		PO-310209	64.11
		PO-310210	21.13
		PO-310211	410.93
		PO-310212	139.17
		PO-310213	29.99
		PO-310214	18.58
		PO-310400	91.19
		PO-310402	217.79
172716	SOUTHWEST SCHOOL SUPPLY	-	
		PO-310403	89.03
		PO-310404	387.69
		PO-310405	372.19
		PO-310417	234.84
		PO-310418	41.46
		PO-310429	184.45
		PO-310431	442.79
		PO-310434	75.41
		PO-310435	639.56
		PO-310436	48.47
		PO-311108	305.47
172717	SOUTHWEST SCHOOL SUPPLY	-	
		PO-311484	70.41-
		PO-311546	149.53
		PO-311549	96.96
		PO-311587	1,029.29
		PO-311605	932.76
		PO-311606	913.02
		PO-311637	97.24
		PO-311645	536.20
172718	SOUTHWEST SCHOOL SUPPLY	PO-311658	18.85-
		PO-311683	111.68
		PO-311793	679.83
		PO-311794	83.71
		PO-311889	159.59
		PO-311911	297.40
		PO-312067	624.95
		PO-312114	344.78-
		PO-312450	200.35-
		PO-313175	484.97
		PO-313310	393.77

Board of Trustees Warrant Listing  
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Board of Trustees Meeting.....APRIL 25, 2012

Warrant Number	Name of Payee	Reference Number	Amount
172719	STAPLES ADVANTAGE	-	
		PO-310124	55.13
		PO-310145	132.27
		PO-310148	70.75
		PO-310416	596.07
		PO-310543	328.90
		PO-310746	97.52
		PO-311239	289.07
		PO-311588	146.10
		PO-311663	105.99
		PO-311687	58.99
		PO-311761	63.65
		PO-312449	391.71
		PO-312544	57.01
		PO-312607	490.45
		PO-313498	69.56
		PO-313506	903.94
172720	STAPLES ADVANTAGE	PO-313506	1,033.03
		PO-314529	686.05
		PO-314547	66.27
172721	STERICYCLE INC	PO-311045	123.23
172722	TRITON AIR INC	PO-314031	855.40
172723	VANGUARD FLOORING INC	PO-313207	7,735.00
		PO-313367	6,427.56
172724	WARDS NATURAL SCIENCE	PO-310793	612.30
172725	WATERLINES TECHNOLOGIES INC	PO-310344	4,321.02
172726	WHITE CAP INDUSTRIES INC	PO-313519	150.84
172727	STAPLES ADVANTAGE	PO-310147	228.33
172728	STAPLES ADVANTAGE	PO-310541	56.30
172729	TRAVIS SOFTWARE	PO-314458	2,779.00
172730	BATES, GILDA OR MARK	PV-123765	417.59
172731	BLIND CHILDRENS LRNG CTR	PO-310069	3,627.00
		PO-313047	3,766.00
172732	FAMILY LIFE CENTER BODEGA	PO-310055	1,087.33
172733	FOSNOT, SUSAN MYERS	PO-314288	1,770.00
172734	GOODWILL INDUSTRIES	PO-313084	120.00
		PO-314248	14,265.00
172735	HEAR NOW ABRAMSON AUDIOLOGY	PO-310805	4,951.25
172736	KIDS INSTITUTE FOR DEVELOPMENT	PO-312431	6,900.00
172737	LEVIN, DR EUGENE	PO-310649	127.50
172738	MENDE PSY.D, SYLVIA	PO-311559	1,890.00

Board of Trustees Warrant Listing  
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Board of Trustees Meeting.....APRIL 25, 2012

Warrant Number	Name of Payee	Reference Number	Amount
172739	OCEANVIEW SCHOOL	PO-310063	4,056.00
		PO-310066	4,628.00
		PO-310068	3,368.00
		PO-310082	4,448.00
		PO-310271	3,660.00
		PO-310272	2,128.00
		PO-310613	4,028.00
		PO-312433	4,028.00
		PO-313049	4,028.00
		PO-313710	424.00
		PO-314324	3,992.00
		PO-314327	390.00
172740	PARADIGM HEALTH CARE SERVICES	PO-311654	4,599.14
172741	PYRAMID AUTISM CENTER	PO-310052	4,050.00
172742	ANTONIUS, LYNDIA	PV-123753	51.06
172743	BARRETT, JANET S	PV-123754	66.60
172744	BRAUN, C. ANNE	PV-123755	40.52
172745	BUCKMAN, JENNIFER	PV-123756	96.02
172746	BUTLER, SUSAN	PV-123757	186.48
172747	COLLINGS, JANICE	PV-123758	127.65
172748	COX, LINDA	PV-123759	113.22
172749	DARAKJIAN, CAROLE	PV-123760	164.84
172750	FITZSIMMONS, KATHLEEN	PV-123762	436.79
172751	FRIEDLANDER, DOROTHY	PV-123763	309.14
172752	GELLER, DIANE	PV-123766	51.06
172753	GELSINGER, EVEVON	PV-123767	22.20
172754	GERLING, SUSAN	PV-123768	46.07
172755	GONG, PHOEBE	PV-123769	225.89
172756	HAACK, KATHI	PV-123770	157.62
172757	HARMAN, NANCY	PV-123771	203.69
172758	HARRIS, LORI I	PV-123772	26.64
172759	HARVEY, LAUREN	PV-123773	114.89
172760	HAYES, NATALIE	PV-123774	31.08
172761	HERNANDEZ, MARLO	PV-123775	52.73
172762	HERVEY, ROBIN	PV-123776	93.24
172763	HOOPER, GWYNETH	PV-123777	6.66
172764	HUYNH, TINA	PV-123778	98.24
172765	JERZ, SARAH	PV-123779	204.24
172766	KAPLAN, PAUL M	PV-123780	32.75
172767	LACHEMANN, DINA	PV-123781	122.66
172768	LAIDLEY, JOANIE	PV-123782	231.99
172769	LUDLOW, JACK	PV-123783	41.07
172770	MARCUS, BRUCE	PV-123784	129.87
172771	MENDOZA-SANTOS, NANCY	PV-123785	7.77
172772	MORRIS, LINDSEY	PV-123786	71.60

Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
172773	MORROW, ELYSE	PV-123787	81.03
172774	NASON, KIM	PV-123788	170.94
172775	PANNING LA BATE	PV-123789	82.14
172776	PRIMICIAS, MELISSA	PV-123790	213.68
172777	SHAPLAND, CHERYL	PV-123791	78.26
172778	SHUMATE, DAGMAR	PV-123792	265.85
172779	SMITH, ANNE	PV-123793	228.66
172780	STIRLING, ROBERT	PV-123794	314.69
172781	STORY, VIRGINIA	PV-123795	117.11
172782	TABARI, LISA SEYEDI	PV-123796	137.09
172783	TAYNE, JULIE	PV-123797	157.07
172784	WENTZEL, KORY	PV-123798	129.87
172785	WYNNE, LAUREN	PV-123799	48.84
172786	YAMAMOTO, KERA	PV-123800	17.21
172787	EDEN, CRIS	PV-123761	29.97
172788	GAST, LUCIBEL	PV-123764	61.05
172789	BENS ASPHALT	PO-314216	4,659.00
		PO-314470	3,840.00
172790	PACIFIC MOBILE HOME CONS	PO-314011	1,953.00
		PO-314013	1,225.80
		PO-314044	14,132.96
		PO-314049	2,460.24
172791	TANDUS FLOORING INC.	PO-314042	9,254.84
172792	CAPISTRANO UNIFIED SCHOOL DIST	PO-310247	67,701.38
172793	CORVEL CORPORATION	PO-310025	20,426.39
172794	ACTION LEARNING SYSTEMS	PO-314549	2,251.60
172795	ACTION LEARNING SYSTEMS INC	PO-312304	2,000.00
172796	ALT, CLYLE	PO-314614	781.15
172797	ATKINSON ANDELSON LOYA	PO-311638	3,504.46
172798	BARBER & GONZALES CONSULTING	PO-313912	2,760.31
172799	CALTAC INC	PO-313145	19,311.45
172800	CLUB Z IN HOME TUTORING	PO-313267	2,719.75
172801	GARCIA, IRMA	PO-313095	870.00
172802	HENJUM, MIKE	PO-314619	1,583.41
172803	STUTZ ARTIANO SHINOFF & HOLTZ	PO-311490	722.61
172804	VAVRINEK TRINE DAY & CO LLP	PO-310701	8,100.00
		PO-314572	11,044.29
172805	YMCA OF ORANGE COUNTY	PO-311667	39,520.57
		PO-311669	10,765.91
		PO-311670	9,638.64
172806	BERGMAN & DACEY INC	PO-311182	1,992.50
172807	CITY OF MISSION VIEJO	PO-314623	5,415.00
		PO-314624	14,798.70
172808	CITY OF SAN CLEMENTE	PO-310359	5,377.75
172809	ORANGE CTY DEPT EDUC	PO-311189	9,907.62

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Warrant Number	Name of Payee	Reference Number	Amount
172810	SO CAL GAS CO	PO-310352	703.81
172811	SO COAST WATER DIST	PO-310355	2,702.07
172812	A Z BUS SALES INC	PO-310562	20.79
		PO-310563	2,093.30
		PO-314020	3,300.07
172813	ALISO NIGUEL AUTO CARE	PO-310569	40.50
		PO-313989	1,263.06
172814	ALISO VIEJO AUTO SERVICE	PO-313990	1,291.17
172815	APPLE COMPUTER INC	PO-314401	1,307.85
		PO-314455	2,746.35
172816	ASSOC BUSINESS PRODUCTS	PO-310231	249.93
172817	AUDIOMED	PO-313898	804.71
172818	AUTO SHOP EQUIP CO INC	PO-310565	142.50
172819	BADEN SPORTS INC	PO-310716	32.00
172820	BEE MAN	PO-310294	640.00
172821	BETTER BUSINESS RECORDS	PO-310229	53.85
		PO-311237	17.13
172822	BLAIRS TOWING	PO-310561	785.00
172823	BUSWEST	PO-311681	67.53
172824	CAMCOR INC	PO-314388	537.66
172825	CINTAS	PO-310420	123.78
172826	CINTAS CORP	PO-310339	395.87
172827	CINTAS CORPORATION #640	PO-311208	469.50
172828	COMPUTER RESOURCES	PO-314156	314.85
172829	COSTCO S.J.C.	PO-314242	800.71
172830	CREATIVE CONTRACTORS CORP	PO-313632	850.00
172831	DENAULT'S HARDWARE	PO-310223	284.32
		PO-310528	109.99
172832	DUNN-EDWARDS CORP	PO-310333	468.30
172833	EMC PARADIGM PUBLISHING	PO-314212	109.68
172834	EVERGREEN OIL INC	PO-310524	986.00
172835	FLEET SERVICE SPECIALIST LLC	PO-313613	16,661.64
172836	FOLLETT LIBRARY RESOURCES	PO-314058	434.12
172837	FREEWAY AUTO SUPPLY & MACHINE	PO-310529	521.59
172838	FRICTION MATERIALS CO.	PO-314018	4,405.44
172839	GAMETIME	PO-313516	1,443.45
172840	GANAHL LUMBER	PO-310334	323.04
		PO-312145	231.50
172841	GREAT BOOKS FOUNDATION	PO-314360	144.69
172842	HAAN CRAFTS	PO-314254	509.10
172843	HIRSCH PIPE & SUPPLY	PO-310336	3,473.76
172844	INTERSTATE BATTERIES	PO-310587	186.63
172845	IPC USA	PO-310586	29,001.39
172846	IRONMAN	PO-311207	400.00
172847	JASPER ENGINE & TRANSMISSION	PO-310584	9,932.34

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Warrant Number	Name of Payee	Reference Number	Amount
172848	JIM'S MUSIC CENTER	PO-314259	500.00
172849	KELLY PAPER COMPANY	PO-310113	1,265.62
172850	LISA SMOLEN & ASSOCIATES	PO-314398	3,006.23
172851	AUTO SHOP EQUIP CO INC	PO-313298	2,770.91
172852	CB RANCH ENTERPRISES	PO-314610	512.00
172853	OCEAN INSTITUTE	PO-313914	347.00
		PO-314613	347.00
		PO-314615	347.00
		PO-314617	347.00
172854	ORANGE COUNTY DEPT OF EDUCATIO	PO-313039	255.00
		PO-313911	780.00
172855	ORANGE COUNTY DEPT OF EDUCATIO	PO-313828	20.00
		PO-314090	40.00
		PO-314366	125.00
172856	SAN DIEGO COUNTY SUPT OF SCH	PO-313209	45.00
172857	ALISO AQUATICS	PV-123805	72.00
172858	GORMAN, RON	PV-123803	336.00
		PV-123806	420.00
172859	THINK TOGETHER	PV-123804	7,425.60
172860	WALTON, MARINA	PV-123802	3,469.20
172861	COX COMMUNICATIONS	PO-311783	18,567.24
172862	MAILFINANCE	PO-310391	1,101.82
172863	MODEL ME KIDS	PO-314318	35.90
172864	NASCO WEST	PO-311801	434.78
		PO-312920	1,575.84
172865	NEUPAC RESOURCES INC	PO-312708	88.00
172866	OFFICE DEPOT	PO-310138	1,210.33
		PO-311543	56.36
		PO-314094	51.17
		PO-314275	2,507.21
		PO-314350	110.26
172867	ONLINE STORES	PO-313483	161.44
172868	PITNEY BOWES/PRESORT SERVICES	PO-310127	192.00
172869	PRESIDENTS CHALLENGE	PO-314420	190.75
172870	PRUDENTIAL OVERALL SUP	PO-310117	65.72
172871	REEL LUMBER	PO-313901	2,125.91
172872	SCHOOL SERVICES OF CALIF	PO-314357	65.00
172873	SIMPLEX GRINNELL LP	PO-310708	2,932.97
		PO-313614	1,312.50
172874	SOUTH COAST ANSWERING SERVICE	PO-310178	141.11

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Warrant Number	Name of Payee	Reference Number	Amount
172875	SOUTHWEST SCHOOL SUPPLY	-	
		PO-310158	11.96
		PO-310185	51.03
		PO-310196	707.95
		PO-310202	64.13
		PO-310204	223.80
		PO-310210	120.14
		PO-310211	543.98
		PO-310213	72.08
		PO-310403	122.86
		PO-310404	101.49
		PO-310405	12.24
		PO-310417	118.45
		PO-310429	151.13
172876	SOUTHWEST SCHOOL SUPPLY	-	
		PO-310429	311.42
		PO-310431	115.05
		PO-310434	64.64
		PO-311104	41.86
		PO-311108	33.61
		PO-311544	77.58
		PO-311546	126.60
		PO-311549	37.29
		PO-311587	520.83
		PO-311605	168.03
		PO-311606	176.10
		PO-311664	88.36
		PO-311793	120.27
		PO-311911	239.35
172877	SOUTHWEST SCHOOL SUPPLY	PO-311911	781.34
		PO-312114	160.56
		PO-313310	88.42
		PO-313702	399.96
172878	SPORTS FACILITIES GROUP INC	PO-313699	3,175.00
172879	STARKEY	PO-314307	21.73
172880	SUNSTATE EQUIPMENT COMPANY	PO-312770	1,700.00
		PO-314225	2,395.87
172881	WAXIE	PO-310363	3,975.22
172882	OFFICE DEPOT	PO-310139	367.72
		PO-314373	133.61
172883	OFFICE DEPOT	PO-310137	2,316.14
172884	ACETEC SECURITY SYSTEMS	PO-310328	450.00
172885	ACHIEVEMENT PRODUCTS	PO-314432	80.63
172886	AMERICAN BOOK COMPANY	PO-314497	95.14

Board of Trustees Warrant Listing  
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Board of Trustees Meeting.....APRIL 25, 2012

Warrant Number	Name of Payee	Reference Number	Amount
172887	APPLE COMPUTER INC	PO-310397	38.20
		PO-313366	83.81
172888	ATTAINMENT COMPANY	PO-314430	94.44
172889	BARRETT-ROBINSON INC	PO-313880	346.82
172890	BOB HILL	PO-311374	2,644.51
172891	CAL-STATE AUTO PARTS INC	PO-310595	1,002.91
172892	CAMCOR INC	PO-311942	6,429.67
		PO-314493	1,075.32
172893	CARLOS GUZMAN INC	PO-312254	3,212.48
		PO-313621	9,785.03
172894	CHEVROLET OF IRVINE	PO-310593	93.51
172895	CINTAS CORP	PO-311380	70.43
172896	CINTAS FIRST AID & SAFETY	PO-310240	431.74
172897	CURRICULUM ASSOCIATES	PO-314443	439.73
		PO-314444	458.28
		PO-314472	2,830.38
		PO-314498	266.16
172898	DELL MARKETING L P	PO-310396	59.24
		PO-314272	2,488.99
		PO-314290	16,276.27
		PO-314347	17,505.80
172899	DM COLOR EXPRESS	PO-314385	48.49
172900	EUROSPORT	PO-314273	1,532.24
172901	GLASS SPECTRUM	PO-313404	199.71
172902	HASLER INC.	PO-310389	394.37
172903	HD SUPPLY FACILITIES MAINTN	PO-313991	220.00
172904	HIRSCH PIPE & SUPPLY	PO-310336	1,758.08
172905	IMAGE 2000	PO-310338	357.20
		PO-313809	232.59
172906	JANELLE PUBLICATIONS INC	PO-314308	115.50
172907	JOHN DEERE LANDSCAPES	PO-310326	372.94
172908	JOHNSTONE SUPPLY	PO-312443	552.31
		PO-314550	5,246.09
172909	JOSTENS	PO-311548	1,100.77
		PO-313593	9.25
172910	KK MUSIC STORE	PO-314516	603.39
172911	LATINO FAMILY LITERACY PROJECT	PO-314476	1,636.25
172912	LINGUI SYSTEMS INC	PO-314311	167.85
172913	FIRST CLASS BOOKS	PO-314522	456.34
172914	COMMUNITY PLAYTHINGS	PO-314322	851.22
		PO-314323	851.22
172915	ACLE, ASHLEY	PV-123829	89.00
172916	BRADY, ALANA	PV-123831	15.00
172917	CAMPBELL, NICHOLAS	PV-123833	20.00
172918	CHEN, SARAH	PV-123832	18.00

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Warrant Number	Name of Payee	Reference Number	Amount
172919	ERTLE, GABRIELLA	PV-123834	80.00
172920	GRANELLI, OMAR	PV-123835	20.00
172921	HUND, YASMINE	PV-123836	80.00
172922	LAGES, CHASE	PV-123837	84.00
172923	O'KEEFE, JERRY	PV-123838	18.00
172924	ORMISTON, RILEY	PV-123839	15.00
172925	SANCHEZ, JOSEPH	PV-123840	80.00
172926	SCHOLL, BARBARA	PV-123841	75.00
172927	TAGO, NATHANIEL	PV-123842	15.00
172928	WALSH, RHONDA	PV-123843	16.59
172929	WEITZMAN, AARON	PV-123844	70.00
172930	AVILA, MARIA	PV-123830	38.00
172931	DISCOUNT OFFICE SERVICES	PO-310149	64.43-
		PO-313948	485.57
172932	LAKESHORE	PO-313545	177.63
		PO-314331	164.43
172933	LAKESHORE LEARNING MATLS	PO-314451	257.59
		PO-314473	743.48
		PO-314491	73.53
172934	LAKESHORE LEARNING MATLS	PO-311362	376.75
172935	ANTONIUS, LYNDIA	PV-123862	225.31
172936	ASTOR, KEVIN	PV-123861	848.10
172937	BACKMAN, LHONDA S	PV-123859	2,059.06
172938	BECK, LEANNE	PV-123846	47.04
172939	BENE, CHERI	PV-123849	65.49
172940	BHAUMIK, ISHITA	PV-123868	516.66
172941	BLANKENBILLER, MARIANNE	PV-123847	93.95
172942	DELFOSSSE, MICHAEL	PV-123867	436.60
172943	DUARTE, GEORGE	PV-123845	830.40
172944	DUNN, CAMILLE	PV-123853	135.00
172945	FELDT, HOLLY	PV-123851	1,802.61
172946	IMSLAND, TRACEY	PV-123866	353.76
172947	JOCHAM, SARA	PV-123850	682.84
172948	JONES, JOSEPH	PV-123865	140.42
172949	MAYER, MARIAH	PV-123854	135.00
172950	SHAH, RANA	PV-123855	74.59
172951	WASHINGTON, WENDY	PV-123848	279.41
172952	YOTA, DENISE	PV-123864	48.87
172953	BROWNE, CAROLE	PV-123858	72.15
172954	EDEN, CRIS	PV-123856	72.15
172955	ALISO VIEJO COMMUNITY ASSN	PO-312171	1,860.01
172956	CITY OF SAN CLEMENTE	PO-310359	9,722.04
172957	CITY OF SAN JUAN CAPISTRANO	PO-310360	5,973.04
172958	CR&R INCORPORATED	PO-312160	13,572.76
172959	MOULTON NIGUEL WATER	PO-310358	7,723.78

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Warrant Number	Name of Payee	Reference Number	Amount
172960	SAN DIEGO GAS & ELECTRIC	PO-310354	71,160.43
172961	SANTA MARGARITA WATER	PO-310357	2,917.64
172962	SO CAL GAS CO	PO-310352	11,642.73
172963	SO COAST WATER DIST	PO-310355	4,850.13
172964	MTGL	PO-314710	438.00
172965	LAW OFFICES OF BRUCE BOTHWELL	PO-314523	103,979.24
172966	AT&T	PO-310361	74.14
172967	AT&T-CALNET2	PO-310364	11,465.72
172968	MARKERBOARD PEOPLE	PO-314506	158.40
172969	MCPAHAN DESK INC	PO-312554	11,514.17
172970	MERCURY DISPOSAL SYSTEM INC.	PO-314222	643.50
172971	MILLER MECHANICAL	PO-313529	2,548.00
172972	MISSION AUTO SERVICE	PO-313615	3,955.66
		PO-314708	763.72
172973	MISSION VIEJO GLASS	PO-310282	120.00
172974	MITCHELL1	PO-314709	999.00
172975	MOBILE COMM REPAIR INC	PO-310582	1,089.54
172976	MOBILE FLEET WASH	PO-310581	2,821.00
172977	MONTGOMERY HARDWARE COMPANY	PO-310200	237.71
172978	MOORE'S SEWING MACHINE	PO-310164	48.94
172979	MUNICIPAL UNDERGROUND SERVICES	PO-310299	1,370.00
172980	NATIONAL CONTROLS INC	PO-310199	1,313.35
172981	ONE STOP BINDERY	PO-312709	800.00
172982	ORANGE COUNTRY REGISTER	PO-314001	154.20
172983	ORANGE COUNTY FIRE PROTECTION	PO-310537	2,900.00
172984	ORANGE COUNTY MONSTER CARTS	PO-313493	777.87
172985	ORANGE CTY DEPT EDUC	PO-311986	161.63
172986	P A THOMPSON ENGR CO	PO-310194	4,157.85
172987	PACWEST AIR FILTER	PO-313319	9,662.87
172988	PARKHOUSE TIRE INC.	PO-313150	1,230.76
		PO-314705	10,513.47
172989	PCI ECUCATIONAL PUB	PO-313857	742.24
172990	PHONAK INC	PO-312868	100.00
172991	PRAXAIR	PO-310550	38.98
172992	PRECISION SPEEDOMETER SR	PO-310549	840.30
172993	PRINT & FINISHING SOLUTIONS	PO-313623	65,852.49
172994	PRIORITY MAILING SYSTEMS	PO-310114	588.22
		PO-314748	372.47
172995	PRO PHOTO CONNECTION INC	PO-314703	1,180.95
172996	PRUDENTIAL OVERALL SUP	PO-310117	65.72
172997	PSYCHEMEDICS	PO-310411	231.70
172998	PSYCHOLOGICAL ASSESSMENT RES	PO-313236	171.00
		PO-313845	324.00
172999	QUALITY TOWING	PO-310540	1,274.00

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Warrant Number	Name of Payee	Reference Number	Amount
173000	RINCON TRUCK PARTS	-	
		PO-310575	4,441.92
		PO-314019	5,392.46
		PO-314019	23,475.53
173001	RINCON TRUCK PARTS	PO-314743	8,000.00
173002	UNITED PARCEL SERV	PO-310425	24.68
173003	WAL MART COMMUNITY/GEGRB	PO-311760	74.32
		PO-312278	62.47
		PO-314093	256.08
173004	WAL MART COMMUNITY/GEGRB	PO-311234	41.61
		PO-311640	189.34
		PO-313999	240.00
		PO-314206	479.42
173005	WAXIE	PO-310363	93.42
173006	SMART & FINAL	PO-310141	88.46
173007	THE PARENT INSTITUTE	PO-314579	698.00
173008	WAL MART COMMUNITY/GEGRB	PO-311296	327.98
		PO-311298	100.69
		PO-311295	91.84
173009	WAL MART COMMUNITY/GEGRB	PO-310149	90.46
173010	DISCOUNT OFFICE SERVICES	PO-314317	554.48
173011	LAKESHORE LEARNING MATLS	PV-123897	98.79
173012	BECKER, BARRETT	PV-123898	24.95
173013	BELLANTE, RICHARD	PV-123900	69.00
173014	HAGHIGHI, SIAMACK	PV-123901	35.43
173015	HALBERT, SHANNON	PV-123902	20.00
173016	HARGIS, TERESA	PV-123904	15.00
173017	JANANASHVILI, YURIY	PV-123905	118.77
173018	JOHNSON, SCOTT	PV-123906	41.98
173019	KESSLER, KATHY	PV-123907	128.00
173020	LARSEN, KIM	PV-123908	15.00
173021	PITKIN, KATIE	PV-123909	101.01
173022	SMITH, DEBORAH	PV-123910	15.00
173023	VASU, TINA	PV-123903	10.00
173024	HARTFORD, MARGIE	PV-123899	13.75
173025	BRISTOW, JEFFREY	PV-123913	62.72
173026	ADAMSON, CORAL	PV-123911	37.74
173027	ALLEN, MELISSA	PV-123912	147.08
173028	AVILA, THERESE	PV-123914	43.29
173029	BIRKINSHAW, SANDY	PV-123915	69.38
173030	BRADLEY, JUDITH S	PV-123916	71.04
173031	BROWN, SUSAN L.	PV-123917	93.24
173032	BROWNE, CAROLE	PV-123918	192.03
173033	CARDIN, PATTI	PV-123919	42.18
173034	CARLISLE, TERESA	PV-123920	106.01
173035	CAUDILL, AMANDA		

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Warrant Number	Name of Payee	Reference Number	Amount
173036	CHACO, MARISSA	PV-123921	19.98
173037	CLIFT, LYNNETTE I	PV-123922	105.45
173038	COPPOLA, LUCI	PV-123923	293.60
173039	COX, ASHLEIGH	PV-123924	126.54
173040	ENRIQUEZ, MICHELLE L	PV-123925	190.37
173041	ERIKA IMLAY	PV-123934	79.92
173042	FLYNN, MARGARET	PV-123926	35.52
173043	FREDRIKSZ, LAURA	PV-123927	84.36
173044	GIELOW, CYNTHIA	PV-123928	278.61
173045	GILL, ARVINDER	PV-123929	177.60
173046	GINSBERG-BROWN, CLAUDIA	PV-123930	77.70
173047	HAUN, BARBARA	PV-123931	133.76
173048	HEUSER, RACHEL	PV-123932	309.69
173049	HILL, DAWN	PV-123933	174.83
173050	JACOBS, ALLISON	PV-123935	97.13
173051	JIMENEZ, DENISE	PV-123936	127.65
173052	JOHNSON, CONSTANCE	PV-123937	32.19
173053	KIMINAS, ANTHONY	PV-123938	164.84
173054	KOPELSON, KATHLEEN	PV-123939	271.40
173055	LARSON, MADELYN	PV-123940	42.18
173056	BROWNE, CAROLE	PV-123917	129.32
173057	BROOKMAN, JOSEPH	PV-123941	477.86
173058	BUSH, VIRGINIA	PV-123942	138.75
173059	DIXON, AURORA	PV-123943	86.58
173060	LEAHY, CHRISTINA	PV-123944	142.64
173061	MANDERBACH, KAREN	PV-123945	196.47
173062	MCAULIFFE, CAROL	PV-123946	135.42
173063	MCKEE, DANISE	PV-123947	149.30
173064	MEISSNER, ANDREA	PV-123948	384.06
173065	MENDOZA-SANTOS, NANCY	PV-123949	6.66
173066	MORAND, CARA	PV-123950	203.69
173067	NAPORA, NOELLE	PV-123951	122.10
173068	O'KANE, MONIKA	PV-123952	66.60
173069	PATERSON, ELIZABETH	PV-123953	564.99
173070	PLACE, SUSAN	PV-123954	9.99
173071	RAFF, DEIDRE	PV-123955	194.81
173072	RASHIDI, AKRAM KIM	PV-123956	96.57
173073	RIEGERT, KAREN	PV-123957	135.42
173074	RODRIGUEZ, NASCINA	PV-123958	22.76
173075	SANTIBANEZ, ALLISON	PV-123959	57.72
173076	SCHOOLER, DEBORAH	PV-123960	235.88
173077	SHAH, RANA	PV-123961	25.53
173078	SOLTIS, PAMELA	PV-123962	255.30
173079	TALILI, MAILUMAI	PV-123963	92.13
173080	TESKEY, KAREN	PV-123964	512.27

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Warrant Number	Name of Payee	Reference Number	Amount
173081	TUNULI, JESSICA	PV-123965	103.79
173082	WESTON, KELLY	PV-123967	117.11
173083	WOLFSON, DONNA	PV-123969	158.18
173084	YOTA, DENISE	PV-123970	31.64
173085	PACIFIC ROOFING SYSTEMS	PO-314467	9,217.50
173086	WEST COAST ARBORISTS INC.	PO-313318	954.00
173087	GILBERT & STEARNS INC	PO-313373	322.92
173088	CAPISTRANO UNIFIED SCHOOL DIST	PO-310247	71,834.57
173089	ADVANTAGE PRESS INC, THE	PO-314558	117.70
173090	APPLE COMPUTER INC	PO-313769	299.99
173091	ASSOC BUSINESS PRODUCTS	PO-310231	69.50
173092	ATLAS PEN & PENCIL CORP	PO-314261	111.33
173093	BEACH CITIES GLASS	PO-310572	204.81
173094	BEE MAN	PO-310294	600.00
173095	BRIDGES TRANSITIONS CO.	PO-314580	675.00
173096	CAPISTRANO GOLF CARS	PO-310349	275.87
173097	CHENG & TSUI CO INC	PO-313892	296.95
173098	CINTAS CORP	PO-310339	579.01
173099	COMPVIEW	PO-314464	776.42
173100	COSTCO S.J.C.	PO-314587	22,491.74
173101	CURRICULUM PROJECT, THE	PO-314509	38.95
173102	DAVE BANG ASSOCIATES INC	PO-313629	1,158.31
		PO-313633	727.31
173103	DAY LITE MAINTENANCE	PO-313512	4,674.27
173104	DENAULT'S HARDWARE	PO-310223	43.51
173105	DICK BLICK WEST	PO-314372	117.54
173106	DOHENY BUILDERS SUPPLY	PO-310308	476.26
173107	DUNN-EDWARDS CORP	PO-310333	204.55
173108	ECOLAB	PO-314658	86.46
173109	ENABLEMART	PO-314306	109.90
173110	FOLLETT EDUCATIONAL SVC	PO-314577	4,359.83
173111	HD SUPPLY FACILITIES MAINTN	PO-313991	198.04
173112	HEWLETT-PACKARD COMPANY	PO-312929	242.71
173113	HYDRO-SCAPE PRODUCTS INC	PO-310325	250.70
173114	IMAGE 2000	PO-310338	226.67
173115	INTELLITOOLS INC	PO-314157	437.62
173116	JOSTENS	PO-313598	2,922.63
173117	KELLY PAPER COMPANY	PO-310113	2,353.48
173118	KNORR SYSTEMS INC	PO-310347	1,361.62-
		PO-310740	4,511.99
		PO-312109	435.30
173119	LAUREATE LEARNING SYS	PO-314514	235.00
173120	LAWN MOWERS ETC	PO-310327	1,667.00
173121	LINGUI SYSTEMS INC	PO-314518	43.95
		PO-314600	83.90

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Warrant Number	Name of Payee	Reference Number	Amount
173122	ITD PRINT SOLUTIONS	PO-314418	241.31
173123	CDW GOVERNMENT	PO-314524	165.37
173124	AUTISM BEHAVIOR CONSULTANTS	PO-311062	6,741.50
173125	BERRY, SCOTT AND/OR JAIME	PO-312966	612.75
173126	CARES	PO-311063	226.82
173127	CHILEDIA	PO-310258	8,443.48
173128	CIMO, GAIL	PO-310253	1,082.49
173129	CINNAMON HILLS SCHOOL	PO-310060	7,944.00
173130	CLARINDA ACADEMY	PO-313711	9,319.00
		PO-314326	2,827.00
173131	DEVEREUX TEXAS TREATMENT	PO-310061	8,879.74
173132	FARIBORZ, SURUR FAZELI	PO-312272	329.84
173133	FARRELL, MIN KIM AND DONALD	PO-311004	3,530.00
173134	GRUBBS-AURIEMMA, ANNETTE	PO-310255	331.40
173135	HEBERT, DEBRA	PO-310615	360.00
		PO-310617	170.00
		PO-311593	240.00
		PO-311594	240.00
		PO-314233	240.00
173136	HERITAGE CENTER	PO-310273	2,040.00
173137	KIDS INSTITUTE FOR DEVELOPMENT	PO-312431	6,900.00
173138	LEE, EUNJUNG AND/OR DAEHOE	PO-313652	383.42
173139	MAXIM HEALTHCARE SERVICES	PO-310046	9,890.00
173140	MC ILVAIN, PATRICK & STEPHANIE	PO-311082	667.80
173141	MCCORMACK, MARC AND/OR KRISTA	PO-311083	769.14
173142	MCCOY, MICHAEL AND PAM	PO-311005	9,684.21
173143	OAK GROVE INSTITUTE	PO-312222	10,512.40
		PO-312967	10,512.40
		PO-312976	10,512.40
		PO-314191	10,512.40
		PO-314325	10,512.40
173144	OAK GROVE SCHOOL	PO-312504	4,305.00
173145	ORANGE CTY TESTING SERV	PO-310768	50.00
173146	PATTERSON, PAMELA	PO-310764	4,641.37
173147	RAINS, SANDY AND MAYNARD	PO-311084	612.75
173148	SAMUELIAN, ROBERT AND SHERI	PO-312434	10,284.44
173149	TERI INC	PO-310062	4,465.19
173150	THERAPEUTIC EDUCATION CENTER	PO-310619	5,940.00
		PO-311016	4,275.00
		PO-313610	4,275.00
173151	WEST SHIELD ADOLESCENT	PO-310495	4,257.17
173152	DEPARTMENT OF JUSTICE	PO-313905	2,834.00
		PO-314689	2,769.00
173153	ORANGE COUNTY DEPT OF EDUCATIO	PO-314638	767.25

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Warrant Number	Name of Payee	Reference Number	Amount
173154	TANAKA FARM & PUMPKIN PATCH	PO-313827	834.00
		PO-314722	936.00
173155	MOBILE MODULAR	PO-311229	610.00
173156	BUREAU EDUC & RESEARCH	PO-312282	430.00
173157	EAGLE SOFTWARE	PO-313815	2,675.00
		PO-313829	275.00
173158	ESCO EAR SERVICE CORP	PO-314581	268.00
		PO-314583	268.00
173159	LATINO FAMILY LITERACY PROJECT	PO-314128	400.00
173160	MYERS, JEANEENE/RUSTY	PV-123968	132.88
173161	ORANGE COUNTY DEPT OF EDUCATIO	PO-314668	45.00
		PO-314670	45.00
		PO-314672	45.00
173162	PBS SOCIAL EDUCATION	PO-313923	1,194.60
173163	NEELY, EDWIN S	PV-123971	3,257.10
173164	RADIO SHACK	PO-310189	167.95
173165	RED WING SHOE STORE	PO-310539	513.53
173166	RICKS TRAILER SUP	PO-310538	236.55
173167	SANTA MARGARITA FORD	PO-310574	494.08
173168	SCHAEFFER MFG	PO-310573	8,694.92
173169	SCHOLASTIC EDUCATION	PO-310075	1,387.29
		PO-310163	1,387.29
		PO-310181	320.31
		PO-311040	8,366.79
		PO-311711	2,636.71
173170	SCHOLASTIC INC	PO-313714	37.50
173171	SCHOLASTIC INC	PO-310631	28.88
		PO-311129	1,331.79
		PO-313691	800.00
173172	SCHOLASTIC INC	PO-312190	536.74
		PO-312813	600.00
173173	SCHOOL SPECIALTY	PO-312125	686.82
		PO-312193	421.27
		PO-313455	155.69
173174	SEHI COMPUTER	PO-310110	326.21
		PO-313557	323.26
173175	SELECT EQUIPMENT SALES INC	PO-310126	137.82
173176	SMARDAN SUPPLY COMPANY	PO-310348	6,458.78

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....APRIL 25, 2012

Warrant Number	Name of Payee	Reference Number	Amount
173177	SMART & FINAL	PO-310140	25.68
		PO-310143	216.58
		PO-310399	105.80
		PO-311938	158.12
		PO-312115	76.99
		PO-312140	32.04
		PO-312467	80.31
		PO-312725	84.56
		PO-314207	753.69
173178	SMOG EXPRESS	PO-310558	1,378.80
173179	SPINITAR	PO-313867	302.49
		PO-314204	281.29
173180	UNITED TRANSMISSION EXCHANGE	PO-311218	1,562.38
173181	VANGUARD FLOORING INC	PO-314089	8,128.00
173182	VERNON LIBRARY SUPPLIES INC	PO-311537	103.52
173183	SCHOLASTIC LITERACY PARTNERSHP	PO-310101	1,519.28
173184	SMART & FINAL	PO-310141	191.43
		PO-312274	491.24
173185	MARKERBOARD PEOPLE	PO-313462	1,856.25
173186	MAYER-JOHNSON CO	PO-313080	299.00
173187	MCKINLEY EQUIPMENT	PO-313365	2,645.51
173188	MICROSCOPE WORLD	PO-313579	1,629.33
173189	MIRACLE REC EQUIP CO	PO-312000	31.83
173190	MOBILE COMM REPAIR INC	PO-314539	21.55
		PO-314749	168.09
173191	MOORE'S SEWING MACHINE	PO-310164	3,118.86
173192	MOVE INTERNATIONAL	PO-313426	239.80
173193	MUNICIPAL UNDERGROUND SERVICES	PO-310299	740.00
173194	NASCO WEST	PO-310487	213.26
173195	NETWORK HARDWARE RESALE	PO-314079	2,012.51
		PO-314691	1,339.00
173196	OFFICE DEPOT	PO-310138	1,683.08
		PO-311448	60.16
		PO-311543	56.77
		PO-312466	57.83
		PO-314275	4.71-
173197	OVER NIGHT NUMBERING	PO-310125	125.00
173198	P A THOMPSON ENGR CO	PO-312164	8,482.76
173199	PACWEST AIR FILTER	PO-313319	6,143.85
173200	PARENT PROJECT INC.	PO-313394	51.50
173201	PCI ECUCATIONAL PUB	PV-124012	201.14
173202	PEARSON EDUCATION	PO-314479	977.30
173203	PERMA-BOUND	PO-313163	199.99

Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
173204	PHONAK INC	PO-312869	233.89
		PO-312870	45.33
		PO-313552	200.00
173205	SCOTT FORESMAN	PO-312426	610.91
		PO-312590	819.33
		PO-312594	1,024.15
173206	SPARKLETTS	PO-310152	26.82
		PO-310505	30.73
		PO-311281	73.18
		PO-311307	264.64
		PO-311603	81.02
		PO-311939	31.05
		PO-312006	178.13
		PO-312177	117.92
		PO-312900	15.39
173207	WATERLINES TECHNOLOGIES INC	-	
		PO-310344	14,671.78
173208	WATERLINES TECHNOLOGIES INC	PO-310344	3,331.63
173209	OFFICE DEPOT	PO-310139	126.14
173210	OFFICE DEPOT	PO-310137	2,031.43
173211	SPARKLETTS	-	
		PO-311485	23.37
		PO-311486	19.45
		PO-311487	23.37
		PO-311488	17.41
		PO-311489	12.00
		PO-311492	23.37
		PO-311493	37.90
		PO-311494	9.00
		PO-311495	15.35
		PO-311496	0.59
		PO-311497	52.57
		PO-311498	16.95
173212	SPARKLETTS	PO-311498	6.42
		PO-311500	32.20
		PO-311502	32.32
		PO-311504	49.80
		PO-311505	10.95
		PO-311506	31.96
		PO-311507	31.85
		PO-311508	8.20
173213	CITY OF SAN JUAN CAPISTRANO	PO-310360	548.63
173214	DAVID TAUSSIG ASSOC INC	PO-314765	1,001.25
173215	MOULTON NIGUEL WATER	PO-310358	4,754.60
173216	SAN DIEGO GAS & ELECTRIC	PO-310354	106,065.55

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....APRIL 25, 2012

Warrant Number	Name of Payee	Reference Number	Amount
173217	SANTA MARGARITA WATER	PO-310357	10,497.33
173218	SO CAL GAS CO	PO-310352	4,806.12
173219	SOUTHERN CALIFORNIA EDISON	PO-310353	4,785.96
173220	DISCOUNT OFFICE SERVICES	PO-310149	64.43
173221	LAKESHORE LEARNING MATLS	PO-314588	122.63
		PO-314589	265.51
173222	AFROUZEH, GOLY	PV-123986	26.64
173223	BERTUSSI, GIONNA	PV-123987	90.47
173224	COPPAGE, CARRI	PV-123988	129.87
173225	CURLEY, JULIE	PV-123989	24.42
173226	EATON, ANDREA	PV-123990	49.40
173227	ELKINS, KAREN	PV-123991	150.96
173228	GOFORTH, KRYSTYN	PV-123993	99.35
173229	HALL, SHEILA	PV-123994	207.57
173230	HESELTIME, CHRISTINA	PV-123995	79.92
173231	HIGHTOWER, SHERLIN	PV-123996	187.59
173232	HIRCHAG, REBECCA S	PV-123997	97.68
173233	KLISTER, PAMELA	PV-123998	109.89
173234	KROGMAN, DEBRAH	PV-123999	41.63
173235	LEWIS, DAWN	PV-124000	42.74
173236	LONE, JENNIFER	PV-124001	61.61
173237	MAGWOOD, DONNA KATHERINE	PV-124002	64.94
173238	MATIENZO, NINA RIE	PV-124003	141.53
173239	MITCHELL, KAREN P	PV-124004	224.22
173240	ONDYAS, BRIANNA	PV-124005	204.80
173241	PINKERTON, DAN	PV-124006	186.48
173242	RODRIGUEZ, MICHELLE	PV-124007	147.08
173243	SHERRIE, LORRAINE	PV-124008	38.85
173244	SIELING, TARA	PV-124009	107.12
173245	STEVE GELSINGER	PV-123992	262.52
173246	STOFFEL, DAVID E	PV-124010	67.16
173247	TALILI, MAILUMAI	PV-124011	449.00
173248	TERHUNE, CYNTHIA	PV-124013	364.64
173249	VARGAS, DAVID	PV-124014	289.71
173250	WHALEN, ANDREA	PV-124015	73.82
173251	WIEDEMAN, LORI	PV-124016	137.64
173252	WOBST, JUDY	PV-124017	13.32
173253	ACCURATE LABEL DESIGNS	PO-314627	147.95
173254	ACHIEVEMENT PRODUCTS	PO-314561	102.49
173255	AIR CONDITIONING CONTROL SYS	PO-310236	433.33
173256	ANDERSON'S IT'S ELEMENTARY	PO-314286	307.45
173257	ATG - DESIGNING MOBILITY INC	PO-313396	4,599.50
173258	BARNES & NOBLE INC	PO-314339	102.79
173259	BEE MAN	PO-310294	584.00
173260	BETTER BUSINESS RECORDS	PO-310229	58.28

Board of Trustees Warrant Listing  
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Board of Trustees Meeting.....APRIL 25, 2012

Warrant Number	Name of Payee	Reference Number	Amount
173261	BEYOND PLAY	PO-314585	123.16
173262	C D T INC.	PO-310795	873.25
173263	CAMCOR INC	PO-314486	298.27
173264	CINTAS CORP	PO-310339	739.44
		PO-311380	70.43
173265	CLASSROOM SUPPLY MART	PO-313958	120.01
173266	COLLINS BUSINESS EQUIPMENT	PO-313760	242.50
173267	COMMUNICATIONS USA	PO-314494	39.25
173268	COMPVIEW	PO-313492	503.98
173269	DATA CONTROL INC	PO-314526	321.82
173270	DAY TIMER USA	PO-313715	39.84
173271	DELL MARKETING L P	PO-313606	65.29
173272	DICK BLICK WEST	PO-314234	416.87
173273	ENABLEMART	PO-314496	164.95
173274	FISHER SCIENTIFIC	PO-314416	1,793.51
173275	GANAHL LUMBER	PO-310309	394.14
		PO-310334	1,202.48
173276	GOLDEN RULE BINDERY	PO-314246	1,378.03
173277	GOPHER ATHLETIC/SPORTS	PO-314065	447.00
		PO-314091	78.72
		PO-314092	905.72
		PO-314144	217.48
		PO-314145	270.34
173278	HEWLETT-PACKARD COMPANY	PO-314148	11.29
173279	HIRSCH PIPE & SUPPLY	PO-310336	636.35
173280	HYDRO-SCAPE PRODUCTS INC	PO-310325	174.48
173281	IMAGE 2000	PO-310338	437.88
		PO-314422	432.28
173282	IXL LEARNING	PO-314161	6,792.00
173283	JOHN DEERE LANDSCAPES	PO-310326	6,130.54
173284	JOHNSTONE SUPPLY	PO-314550	24,065.53
173285	KELLY PAPER COMPANY	PO-310113	5,127.90
173286	LAMA SEWING KITS	PO-314253	430.43
173287	LANDS' END	PO-314633	95.00
173288	MIKE DEBELLIS	PO-313869	600.00
173289	W W GRAINGER INC	PO-310166	5,447.31
173290	COACH AMERICA	PO-314268	3,672.00
173291	COMMUNITY ROOTS	PO-311308	37,168.00
173292	Capistrano Connections Academy	PO-311335	371,540.00
		PO-312219	123,975.00
173293	DISCOVERY SCIENCE CENTER	PO-314213	352.00
173294	HERITAGE MUSEUM OF OC	PO-314669	590.00
173295	JOURNEY CHARTER SCHOOL	PO-312227	83,018.00
173296	OCEAN INSTITUTE	PO-313824	9,368.00
173297	OPPORTUNITY FOR LEARNING	PO-311334	53,804.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2011-12 =====\*  
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Warrant Number	Name of Payee	Reference Number	Amount
173298	OXFORD ACADEMY	PO-311336	171,851.00
173299	SADDLEBACK VLY SCH DIST	PO-313821	1,320.00
173300	SOUTHERN CALIFORNIA GRAY LINE	PV-124022	16,767.29
173301	ARCHIPELAGO LEARNING	PO-313201	1,111.00
173302	PACWEST AIR FILTER	PO-313319	318.28
		PO-313620	818.97
173303	PRO-ED	PO-312817	49.50
173304	RADIO SHACK ACCOUNTS REC	PO-311224	157.25
173305	RIVERSIDE PUBL CO	PO-313846	2,560.14
173306	SCHOLASTIC INC	PO-313257	1,636.61
173307	SCHOLASTIC INC	PO-312780	800.00
173308	SCHOLASTIC INC	PO-312805	46.88
173309	SCHOOL MATE	PO-310731	1,624.00
173310	SCIENCE KIT & BOREAL LAB	PO-310763	244.13
		PO-313547	43.26
173311	SEHI COMPUTER	PO-313342	61.49
		PO-313458	149.44
		PO-313557	266.68
173312	SELECT EQUIPMENT SALES INC	PO-310126	812.65
		PV-124019	966.28
173313	SIEMENS HEARING INST	PO-311985	423.01
173314	SIMPLEX GRINNELL LP	PO-310708	750.00
173315	SO COAST DISTRIBUTING CO	PO-310291	465.48
173316	SOUTH COAST FAMILY MEDI CENTER	PO-310467	1,575.00
		PO-310783	385.00
173317	SOUTHLAND INSTRUMENTS	PO-311779	3,194.74
173318	STARFALL EDUCATION	PO-313216	270.00
173319	SUNSTATE EQUIPMENT COMPANY	PO-314225	3,473.10
173320	SUPER DUPER INC.	PO-313645	79.90
		PO-313646	321.81
		PO-313648	212.05
		PO-313649	179.65
		PO-313757	96.90
		PO-313974	819.00
		PO-314312	73.80
		PO-314428	132.75
		PO-314431	25.95
		PO-314436	34.95
173321	SUPPLY LINE BUILDING MATERIALS	PO-310176	18.86
173322	TEACHER DIRECT	PO-312885	96.10
173323	TEACHERS DISCOUNT	PO-311714	1,352.25
173324	TEACHERS SCHOOL SUPPLY	PO-313744	101.75
173325	TKH DESIGN COMPANY	PO-312857	171.24
173326	TUTTLE-CLICK FORD	PO-310571	3,661.57
		PO-314707	2,819.15

Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
173327	COMMERCIAL FENCE & IRON WORKS	PO-314182	1,287.00
173328	PACIFIC ROOFING SYSTEMS	PO-314045	4,474.50
173329	UNION BANK OF CALIFORNIA	PO-311924	12,651.72
173330	CAPISTRANO UNIFIED SCHOOL DIST	PO-310247	65,930.13
173331	METROPOLITAN EMPLOYEES	PO-310007	3,669,373.47
		PO-310012	21,600.00
173332	TRAVIS SOFTWARE	PO-314824	1,050.00
173333	THEATRE HOUSE INC	PO-312972	453.80
173334	THERAPRO	PO-311890	159.93
		PO-312206	120.45
		PO-312207	43.65
		PO-312318	200.32
		PO-313407	103.72
173335	THINKING MAPS INC	PO-313083	999.38
173336	THYSSENKRUPP ELEVATOR CORP	PO-310346	2,619.80
		PO-314545	1,222.20
173337	TIFCO INDUSTRIES	PO-310554	3,029.70
173338	TIME FOR KIDS	PO-311617	1,560.73
		PO-312210	1,020.60
173339	TOXGUARD FLUID TECHNOLOGIES	PO-310552	668.21
173340	TRUCPAR CO	PO-310570	2,870.30
173341	TUTTLE-CLICK FORD	PO-310571	2,469.37-
		PO-313924	1,271.75
		PO-314707	7,536.23
173342	UNIQUE SWEEPING	PO-310559	262.00
173343	UNITED RENTALS	PO-310171	39.60
173344	VERIZON WIRELESS	PO-311033	259.25
		PO-313823	150.10
		PO-313864	114.03
173345	BLOCK, MARIE K	PO-314113	3,150.00
173346	DEVEREUX TEXAS TREATMENT	PO-314763	718.30
173347	ESCO EAR SERVICE CORP	PO-314693	171.00
173348	GOODWILL INDUSTRIES	PO-313084	240.00
		PO-314248	1,155.00
173349	JANNEY, MICHAEL & VANESSA	PO-311773	666.60
173350	KIDS INSTITUTE FOR DEVELOPMENT	PO-312431	7,590.00

Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
173351	OCEANVIEW SCHOOL	PO-310063	4,904.00
		PO-310066	3,964.00
		PO-310068	3,824.00
		PO-310082	5,264.00
		PO-310271	4,840.00
		PO-310272	2,736.00
		PO-310613	4,240.00
		PO-312433	4,452.00
		PO-313049	4,664.00
		PO-314324	5,144.00
		PO-314327	660.00
173352	ORANGE CTY DEPT EDUC	PO-311398	349,659.25
173353	ORANGE CTY TESTING SERV	PO-310768	50.00
173354	SPEECH & LANGUAGE DEVEL	PO-310621	3,580.75
		PO-310622	5,267.50
		PO-310623	5,186.00
		PO-313046	3,552.50
173355	WEST SHIELD ADOLESCENT	PO-310495	6,631.30
173356	YELLOWSTONE BOYS & GIRLS RANCH	PO-310072	8,179.50
173357	STEIN, CHRISTINE E	PO-311319	2,240.00
173358	BOWIE ARNESON WILES &	PO-311187	5,205.50
173359	CITY OF SAN JUAN CAPISTRANO	PO-310360	5,207.34
173360	MOULTON NIGUEL WATER	-	
		PO-310358	14,653.48
173361	MOULTON NIGUEL WATER	PO-310358	1,329.36
173362	SAN DIEGO GAS & ELECTRIC	PO-310354	21,581.34
173363	SANTA MARGARITA WATER	PO-310357	1,122.25
173364	SO CAL GAS CO	PO-310352	5,162.78
173365	ALISO AQUATICS	PV-124027	34.43
173366	MAILFINANCE	PO-310391	1,101.82
173367	MCGRAW HILL COMPANIES	PO-313532	697.30
173368	MCGRAW-HILL COMPANIES	PO-313399	2,034.70
		PO-313530	158.45
		PO-313933	291.81
173369	MOBILE FLEET WASH	PO-310581	955.50
173370	MOORE'S SEWING MACHINE	PO-310164	3,183.91
173371	NATIONAL SCIENCE TEACHERS ASSN	PO-314640	142.84
173372	NEUPAC RESOURCES INC	PO-312708	577.20
173373	OFFICE DEPOT	PO-314275	107.74
173374	OVER NIGHT NUMBERING	PO-310125	374.00
173375	PACIFIC GO NATURAL GAS	PO-310578	1,935.07
		PO-314859	4,021.16
173376	PARKHOUSE TIRE INC.	PO-314705	2,433.35
173377	PAUL H. BROOKES PUBLISHING CO	PO-314429	68.34
173378	PREMIERE WATER SERVICES	PO-310162	1,025.00

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Warrant Number	Name of Payee	Reference Number	Amount
173379	QUALITY TOWING	PO-310540	302.00
173380	RADIO SHACK ACCOUNTS REC	PO-311224	100.97
173381	RINCON TRUCK PARTS	PO-314019	1,132.01
		PO-314860	11,897.15
173382	SAN DIEGO CNTY OFFICE OF EDUC	PO-310551	3,996.00
173383	SMOG EXPRESS	PO-310558	169.85
173384	SO COAST DISTRIBUTING CO	PO-310291	163.56
173385	SO COUNTY PROTECTIVE WEAR	PO-310556	1,480.59
173386	SOUTH COAST MEDICAL GROUP	PO-310413	1,274.00
		PO-314878	739.00
173387	SOUTHWEST SCHOOL SUPPLY	PO-310201	58.68
		PO-310202	45.23
		PO-310206	85.40
		PO-310209	111.93
		PO-310213	25.70
		PO-310430	70.53
		PO-311544	141.24
		PO-311549	173.95
		PO-311911	61.22
		PO-313116	105.08
173388	STAPLES ADVANTAGE	PO-310432	15.23
		PO-312607	64.31
		PO-313506	212.63
		PO-314143	37.70
		PO-314236	174.79
		PO-314655	35.55
		PO-314665	1,331.06
173389	SUPER DUPER INC.	PO-314483	159.00
173390	SUPPLY LINE BUILDING MATERIALS	PO-310176	287.85
173391	TEACHERS DISCOVERY	PO-314839	96.10
173392	TIFCO INDUSTRIES	PO-310554	1,478.36
173393	TOOL STOP & MACHINERY	PO-310553	1,540.66
173394	TRUCPAR CO	PO-310570	1,182.00
173395	TUTTLE-CLICK FORD	PO-314707	512.70
173396	UNIQUE SWEEPING	PO-310559	262.00
173397	UNITED RENTALS	PO-310171	19.83
173398	VANGUARD FLOORING INC	PO-314805	630.00
173399	VISTA PAINT CORP	PO-310170	19.01
173400	WATERLINES TECHNOLOGIES INC	PO-310344	4,711.96
173401	WAXIE	PO-310363	3,442.79
173402	WHITE CAP INDUSTRIES INC	PO-313193	76.11
173403	STAPLES ADVANTAGE	PO-310147	659.10
173404	CONSOLIDATED ELECT DISTR	PO-310545	1,235.93

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Warrant Number	Name of Payee	Reference Number	Amount
173405	US BANK CORP PAYMENT SYSTEM	-	
		CM-120100	2.00-
		PV-124029	6,640.16
		PV-124040	1,802.75
		PV-124049	896.81
173406	US BANK CORP PAYMENT SYSTEM	PV-124049	4,228.11
173407	ACTION LEARNING SYSTEMS INC	PO-313429	2,000.00
173408	ATKINSON ANDELSON LOYA	PO-311283	6,245.97
173409	CENTER FOR APPLIED LINGUISTICS	PO-311541	22,200.00
173410	DANNIS WOLIVER KELLEY	PO-311184	15,213.03
		PO-311190	857.50
		PO-311192	2,029.58
		PO-311691	12,902.87
173411	HARBOTTLE LAW GROUP	PO-311692	181.50
173412	KRANTZ, TRICIA ELIZABETH	PO-310940	60.00
173413	ORANGE COUNTY SHERIFF DEPT	PO-314682	2,125.52
173414	PACIFIC AUDIOLOGICS	PO-313090	14,575.00
173415	PROFESSIONAL TUTORS OF AMERICA	PO-311021	2,626.00
		PO-313338	10,022.00
173416	SMART KIDS TUTORING & LEARNING	PO-313340	740.24
173417	STUTZ ARTIANO SHINOFF & HOLTZ	PO-311490	8,628.63
		PO-314767	50,581.28
173418	T DAVIS & ASSOCIATES INC	PO-310373	2,916.66
173419	VAVRINEK TRINE DAY & CO LLP	PO-314572	18,948.48
173420	YMCA OF ORANGE COUNTY	PO-311668	7,876.57
173421	GARCIA, IRMA	PO-311039	480.00
173422	ANDERSON, RYAN	PV-124031	13.00
173423	DEPARTMENT OF MOTOR VEHICLES	PV-124033	18.00
173424	FLETA, ALEXANDRIA	PV-124034	75.00
173425	FLING, GINA	PV-124035	81.00
173426	LA POINTE, JASON	PV-124036	17.00
173427	METCALF, CHASE	PV-124037	80.00
173428	BURROWS, VIRGINIA	PV-124032	7.20
173429	SHIRAZI, TAHEREH	PV-124038	656.00
173430	SINHA, NEETU	PV-124039	625.00
173431	1ST JON	PO-310283	308.15
173432	A Z BUS SALES INC	PO-314020	2,973.34
173433	AARDVARK CLAY	PO-313939	237.82
173434	ADVANCED KEYBOARD TECH INC.	PO-314271	388.26
173435	ADVANTAGE RADIATOR	PO-310566	598.01
173436	ALISO VIEJO AUTO SERVICE	PO-313990	6,936.52
173437	ANAHEIM BAND INSTRUMENTS	PO-310132	314.20

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....APRIL 25, 2012

Warrant Number	Name of Payee	Reference Number	Amount
173438	APPLE COMPUTER INC	PO-314687	299.99
		PO-314690	428.85
		PO-314721	116.37
		PO-314723	20.47
		PO-314725	156.24
		PO-314728	93.74
173439	B & H PHOTOGRAPHY	PO-314336	2,999.95
173440	BLAIRS TOWING	PO-310561	562.50
173441	BOYCE INDUSTRIES	PO-310292	700.46
173442	BUSWEST	PO-311681	209.73
173443	CAL-STATE AUTO PARTS INC	PO-310595	228.29
173444	CAMCOR INC	PO-314245	965.68
173445	CAPISTRANO GOLF CARS	PO-310323	823.10
173446	CHILDSWORK/CHILDSPLAY	PO-314699	70.40
173447	CINTAS CORPORATION #640	PO-311208	716.88
173448	CLEAN ENERGY	PO-310592	4,663.72
173449	CULVER-NEWLIN INC	PO-313848	933.70
173450	DELL MARKETING L P	PO-314642	2,889.66
		PO-314652	2,821.14
173451	DEMCO INC	PO-314676	224.61
173452	DENAULT'S HARDWARE	PO-310223	53.80
		PO-310528	34.39
173453	DEWEYS HOME APPLIANCES	PO-314050	651.46
173454	FACTORY MOTOR PARTS	PO-310590	930.46
173455	FEDERAL EXPRESS CORP	PO-310134	1,498.34
173456	FLEET SERVICE SPECIALIST LLC	PO-311744	259.50
		PO-314801	19,660.59
173457	FLINN SCIENTIFIC INC	PO-314651	371.41
173458	FOLLETT LIBRARY RESOURCES	PO-314296	194.65
		PO-314554	97.49
173459	FREEWAY AUTO SUPPLY & MACHINE	PO-310529	608.84
173460	FRICTION MATERIALS CO.	PO-310588	364.59
		PO-314018	1,782.26
173461	GOLDEN STAR TECHNOLOGY INC.	PO-314714	422.06
173462	GOODHEART-WILCOX CO INC	PO-314679	3,097.51
173463	GOV CONNECTION INC	PO-313461	87.15
173464	GRAYMARK	PO-314629	594.91
173465	IMAGINEBANNERS.COM	PO-314661	103.90
173466	INTERSTATE BATTERIES	PO-310587	2,315.55
173467	IRONMAN	PO-311207	2,735.00
173468	THE BOOKSOURCE	PO-314474	137.92
173469	AMERICAN LOGISTICS COMPANY LLC	PO-311532	9,410.00
173470	COUNTY OF ORANGE	PO-313748	120.00
173471	IRVINE RANCH OUTDOOR EDU CTR	PO-313289	18,020.00
173472	JFK TRANSPORTATION CO INC	PV-124041	8,572.50

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....APRIL 25, 2012

Warrant Number	Name of Payee	Reference Number	Amount
173473	PALI MOUNTAIN INSTITUTE	PO-313290	18,575.00
173474	SOUTHERN CALIFORNIA GRAY LINE	PV-124046	6,596.30
173475	XEROX CORPORATION	PO-312155	76,009.56
		PO-314162	409,043.19
173476	STATE BD EQUALIZATION	PV-124028	2,199.00
173477	ACTION LEARNING SYSTEMS INC	PO-312037	6,000.00
173478	ISTE	PO-314716	239.00
		PO-314719	239.00
173479	LPR PUBLICATIONS	PO-313385	3,580.00
173480	MEET THE MASTERS	PO-311585	1,584.97
173481	ALISO AQUATICS	PV-124045	2,250.40
173482	ARTS AND LEARNING	PV-124048	1,298.40
173483	CAMPCO	PV-124043	4,777.85
173484	DUTCH, AMPARO P.	PV-124047	1,591.80
173485	MAD SCIENCE	PV-124044	31,375.40
992 Warrants			\$8,718,975.97



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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
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
AMS.NET Inc.	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
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 Asphalt, 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
CDWG	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
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

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Concepts School and Office Furnishings	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Concepts School and Office Furnishings	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
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
Culver-Newlin	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Dannis Woliver Kelley (DWK)	RFQ No. 10-0809 General Legal Services	12/15/2009
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
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
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
Fusionstorm	State of Minnesota, Department of Administration, Natonal Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services.	3/28/2012
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

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Golden State Technology, Inc dba GST	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Government Financial Services	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
Great Western	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
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
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
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
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

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Piper Jaffrey & Co.	RFQ No. 5-0910 Underwriter Services	12/15/2009
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
School Specialty	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
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 and Office Supply	Placentia Yorba Linda, Bid No. 211-12, Supplies	1/25/2012
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.	LAUSD Bid No. IFB C-1030, Swimming Pool Chemicals	3/28/2012
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

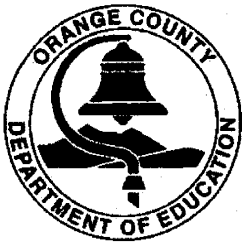
**Capistrano Unified School District  
Bids/RFP-Qs/Piggyback Bids**

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
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



<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
Mr. David Smith	\$10.00	Teacher Supplies	Aliso Niguel High School
The Fuget Family	\$10.00	Technology	Aliso Viejo Middle School
Arroyo Vista PTA	\$28,513.88	Computer Lab	Arroyo Vista Middle School
Capistrano Valley High School PTSA	\$3,000.00	STAP Stipends	Capistrano Valley High School
Edison International/Paul Grigaux	\$100.00	Instructional Supplies	Chaparral Elementary School
Schools First Federal Credit Union	\$70.00	March 23 Chili Cook Off	Communications Department
Schools First Federal Credit Union	\$500.00	2012 Classified Employee of the Year Event	Communications Department
Teamsters Local Union No. 952	\$500.00	2012 Classified Employee of the Year	Communications Department
PG & E Corp. Foundation	\$300.00	Instructional Supplies	Concordia Elementary School
Planet Aid, Inc.	\$22.35	Student Materials	Concordia Elementary School
Concordia Elementary School PTA	\$300.00	Classroom Projector Bulbs	Concordia Elementary School
Concordia Elementary School PTA	\$735.00	Classroom Projector Bulbs	Concordia Elementary School
Crown Valley Science Camp Foundation	\$1,117.58	Science Camp Teacher Pay	Crown Valley Elementary School
Dana Hills High School PTSA	\$537.00	LCD Projector English Department	Dana Hills High School
Dana Hills High School PTSA	\$4,000.00	WASC Report Teacher Prep Time	Dana Hills High School
Pacific Life Foundation	\$2,500.00	Technology and Educational Supplies	Don Juan Avila Elementary School
Friends of Malcom	\$8,963.36	Instructional Assistants	John S. Malcom Elementary School
Ladera Ranch Education Foundation	\$442.11	Math White Boards and Markers	Ladera Ranch Elementary School
Ladera Ranch Education Foundation	\$1,127.57	Handwriting Without Tears	Ladera Ranch Elementary School
Ladera Ranch Education Foundation	\$2,952.00	Science Camp Teacher Pay	Ladera Ranch Elementary School
Ladera Ranch Education Foundation	\$3,064.00	Quizdom/Handwriting Without Tears	Ladera Ranch Elementary School
Ladera Ranch Education Foundation	\$3,782.20	Wireless Network Lease	Ladera Ranch Elementary School
Ladera Ranch Education Foundation	\$12,293.54	Classroom Computers	Ladera Ranch Elementary School
Coca Cola Refreshments	\$18.80	Vending Machine Commission-Supplies	Laguna Niguel Elementary School
AT&T United Way	\$51.00	Classroom Supplies	Las Flores Elementary School
AT&T United Way	\$120.00	Classroom Supplies	Las Flores Elementary School
Foy and Raymond Miller	\$200.00	Instructional Supplies	Las Palmas Elementary School
Marblehead Elementary School PTA	\$1,025.00	Fifth Grade Field Trip	Marblehead Elementary School
Marblehead Elementary School PTA	\$1,088.00	Field Trip	Marblehead Elementary School
Marblehead Elementary School PTA	\$1,376.00	First Grade Field Trip	Marblehead Elementary School
Marblehead Elementary School PTA	\$1,540.00	Second Grade Field Trip	Marblehead Elementary School
Kyle Alder	\$276.90	Instructional Supplies	Marco Forster Middle School
Marco Forster Middle School PTSA	\$255.00	Science Olympiad Registration	Marco Forster Middle School
Marco Forster Middle School PTSA	\$750.00	STAR Testing Snacks	Marco Forster Middle School
Bergeson Elementary School foundation (BESF)	\$694.00	1st Grade Field Trip	Marian Bergeson Elementary School
David Chamberlain reimbursement	\$300.00	Reimbursement Summer Program	Marian Bergeson Elementary School
Moulton RMIQ Foundation	\$19,551.93	Instructional Aides	Moulton Elementary School
Sunny Singh	\$34.25	Instructional Supplies	Moulton Elementary School
Mr. and Mrs David Hindley	\$300.00	Classroom Supplies	Newhart Middle School
CARE Foundation, Inc.	\$105.00	Instructional Supplies	Oso Grande Elementary School
Oso Grande Elementary PTA	\$75.37	Red Ribbon Week Materials	Oso Grande Elementary School
Oso Grande Elementary PTA	\$300.00	Fifth Grade PE Equipment	Oso Grande Elementary School
Oso Grande Elementary PTA	\$300.00	Second Grade PE Equipment	Oso Grande Elementary School
Oso Grande Elementary PTA	\$3,600.00	Classroom Supplies	Oso Grande Elementary School

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
RH Dana Elementary School PTA	\$724.03	Library Computer	RH Dana Elementary School
RH Dana ENF Foundation	\$27.87	Reimburse Jamba Juice	RH Dana ENF School
RH Dana ENF Foundation	\$4,000.00	iPads for Students	RH Dana ENF School
San Juan Children's Education Foundation	\$3,325.00	ST Math License Renewal 2012-2013	San Juan Elementary School
San Juan Elementary School PTA	\$1,900.00	Field Trip Transportation	San Juan Elementary School
San Juan Elementary School PTA	\$1,900.00	Field Trip Entrance Fees	San Juan Elementary School
San Juan Elementary School PTA	\$1,950.00	Field Trip Transportation	San Juan Elementary School
San Juan Elementary School PTA	\$1,950.00	Field Trip Fees	San Juan Elementary School
San Clemente Junior Woman's Club	\$350.00	Classroom Supplies	Shorecliffs Middle School
Coca Cola Refreshments	\$10.68	Vending Machine Commission-Intervention	Tijeras Creek Elementary School
Truman Benedict Elementary School PTA	\$193.88	Additional Assignment Kindergarten PE	Truman Benedict Elementary School
Viejo Elementary School PTA	\$1,311.00	Art Masters Second Grade	Viejo Elementary School
Mr. John McDonald	\$100.00	Second Grade Field Trip	Vista del Mar Elementary School
Vista del Mar 5th Grade Science Camp	\$47,804.00	Fifth Grade Science Camp	Vista del Mar Elementary School



March 21, 2012

**ORANGE COUNTY  
DEPARTMENT  
OF EDUCATION**

200 KALMUS DRIVE  
P.O. BOX 9050  
COSTA MESA, CA  
92628-9050  
(714) 966-4000  
FAX (714) 662-3570  
[www.ocde.us](http://www.ocde.us)

**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.

Wendy McElfish  
Capistrano Unified School District  
Capistrano Valley High School

Dear Wendy,

Congratulations! The 2012 CTAP Educational Technology grant readers have selected your grant as a winner. All grant winner names are posted at <http://www.ocde.us/EdTech/Pages/2012-Grant-Winners.aspx>.

Your district has been contacted to disburse the requested grant funds, \$6,776.69. It is our expectation that you will be able to order your equipment, supplies and other materials between now and August 2012, so that you can implement your grant activities beginning in September 2012.

Please inform your district that OCDE must be invoiced by no later than May 31, 2012, in order to receive distribution of your grant award. The award must have your district board approval prior to distribution and acceptance of award funds so time is of the essence.

We will contact you again in the fall to request your application for the Orange County Student Technology Showcase (STS). Once your application is reviewed, we may schedule a site visit to determine final project selections for the STS. We will provide more information on the STS process, dates and opportunities in the fall.

If you have any questions, please contact Vivian Goldschmidt, Project Specialist, Educational Technology at 949.412.2926 or via E-mail at [ringob@pacbell.net](mailto:ringob@pacbell.net).

Once again, congratulations for being selected as a 2012 CTAP Educational Technology grant winner. We look forward to the successful implementation and sharing of your grant at the Student Technology Showcase and other appropriate venues.

Sincerely,

Ranjit Mayadas  
Manager, Educational Technology

RM/vg

cc: Kevin Astor, Principal  
Susan Holliday, District Technology Leader



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**JOINT POWERS AGREEMENT  
BETWEEN THE  
COUNTY OF ORANGE  
AND  
CAPISTRANO UNIFIED SCHOOL DISTRICT**

**THIS AGREEMENT** is entered into this Second day of April 2012, which date is enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and CAPISTRANO UNIFIED SCHOOL DISTRICT, a public school district, hereinafter referred to as "DISTRICT."

**WITNESSETH:**

**WHEREAS**, DISTRICT is authorized by Government Code Section 6500 et seq. to enter into joint powers agreements, and

**WHEREAS**, DISTRICT wishes to contract with COUNTY for supplemental law enforcement services;

**WHEREAS**, COUNTY is agreeable to the rendering of such services as authorized in Government Codes sections 6500 et seq. and 54981 on the terms and conditions hereinafter set forth;

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

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1 **A. TERM:**

2 The term of this Agreement shall be the period July 1, 2012 through June 30,  
3 2013, unless earlier terminated by either party in the manner set forth herein.

4 **B. OPTIONAL TERMINATION:**

5 COUNTY or DISTRICT may terminate this Agreement, without cause, upon  
6 thirty (30) days written notice to the other party specifying the desired date of  
7 termination.

8 **C. SERVICES BY COUNTY:**

9 1. County, through its Sheriff-Coroner and deputies, officers and employees,  
10 hereinafter referred to as "SHERIFF", shall render to DISTRICT  
11 supplemental law enforcement services as hereinafter provided.

12 2.a. At the request of DISTRICT, SHERIFF may provide patrol services for  
13 functions, such as athletic events, school dances, assemblies, conducted  
14 on DISTRICT owned, leased or operated property. DISTRICT shall  
15 reimburse COUNTY for such services at an amount computed by  
16 SHERIFF, based on the current year's COUNTY law enforcement cost  
17 study.

18 2.b. No later than ten (10) days before a function where services are required,  
19 DISTRICT shall notify SHERIFF of the nature of the scheduled function.  
20 SHERIFF shall then ascertain the deployment of law enforcement  
21 personnel and equipment needed and shall notify DISTRICT of the  
22 estimated cost of said personnel and equipment.

23 **D. PAYMENT:**

24 1. DISTRICT agrees to pay to COUNTY the total costs of performing the  
25 services mutually agreed upon in this Agreement. The cost of services  
26 includes: salaries, wages, benefits, mileage, services, supplies, and  
27 divisional, departmental and COUNTY General overhead.

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1 **D. PAYMENT:** (Continued)

- 2 2. The rate charged to DISTRICT by COUNTY shall be computed by SHERIFF  
3 in accordance with COUNTY's law enforcement cost study in effect at the  
4 time the services are provided.
- 5 3. COUNTY shall invoice DISTRICT quarterly for said services.
- 6 4. DISTRICT shall pay COUNTY in accordance with COUNTY Billing Policy, a  
7 copy of which is attached hereto as Attachment A and incorporated herein  
8 by reference.
- 9 5. COUNTY shall charge DISTRICT late payment penalties in accordance with  
10 said COUNTY Billing Policy.

11 **E. NOTICES:**

- 12 1. Except for the notices provided for in Subsection 2 of this Section, all  
13 notices authorized or required by this Agreement shall be effective when  
14 written and deposited in the United States mail, first class postage prepaid  
15 and addressed as follows:

16 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER  
17 SHERIFF-CORONER DEPARTMENT  
18 320 NORTH FLOWER STREET, SUITE 108  
19 SANTA ANA, CA 92703

20 **DISTRICT:** ATTN: DIRECTOR OF PURCHASING  
21 CAPISTRANO UNIFIED SCHOOL DISTRICT  
22 33122 VALLE ROAD  
23 SAN JUAN CAPISTRANO, CA 92675-4853

- 24 2. Termination notices shall be effective when written and deposited in the  
25 United States mail, certified, return receipt requested and addressed as  
26 above.

27 **F. STATUS OF COUNTY:**

28 COUNTY, including SHERIFF, is, and shall at all times be deemed to be, an  
independent contractor. Nothing herein contained shall be construed as creating  
the relationship of employer and employee or principal and agent between

1 **F. STATUS OF COUNTY:** (Continued)

2 DISTRICT and COUNTY or any of COUNTY's agents or employees. COUNTY,  
3 its agents and employees shall not be entitled to any rights or privileges of  
4 DISTRICT employees and shall not be considered in any manner to be  
5 DISTRICT employees.

6 **G. ENTIRE AGREEMENT/AMENDMENT:**

7 This Agreement fully expresses all understanding of DISTRICT and COUNTY  
8 with respect to the subject matter of this Agreement and shall constitute the total  
9 Agreement between the parties for these purposes. No addition to, or alteration  
10 of, the terms of this Agreement shall be valid unless made in writing, formally  
11 approved and executed by duly authorized agents of both parties.

12 **H. INDEMNIFICATION:**

13 COUNTY, its officers, and employees, shall not be deemed to have assumed  
14 any liability for the negligence or any other act or omission of DISTRICT or any  
15 of its officers or employees.

16 DISTRICT shall indemnify and hold harmless COUNTY and, its elected and  
17 appointed officials, officers, and employees from any claim, demand or liability  
18 whatsoever based or asserted upon any act or omission of DISTRICT, its  
19 officers, and employees, related to this Agreement, for property damage, bodily  
20 injury or death or any other element of damage of any kind or nature, and  
21 DISTRICT shall defend, at its expense including attorney fees, and with counsel  
22 approved in writing by COUNTY, COUNTY and its elected and appointed  
23 officials, officers, and employees in any legal action or claim of any kind based  
24 or asserted upon such alleged acts or omissions. If judgment is entered against  
25 DISTRICT and COUNTY by a court of competent jurisdiction because of the  
26 concurrent active negligence of COUNTY, DISTRICT and COUNTY agree that  
27 liability will be apportioned as determined by the court. Neither party shall  
28 request a jury apportionment.

1 **H. INDEMNIFICATION: (Continued)**

2 COUNTY shall indemnify and hold DISTRICT and its elected and appointed  
3 officials, officers, and employees, free and harmless from any claim or liability  
4 whatsoever, based or asserted upon any act or omission of COUNTY, or its  
5 elected and appointed officials, officers, and employees, related to this  
6 Agreement, for property damage, bodily injury or death, or any other element of  
7 damage of any kind or nature, and COUNTY shall defend, at its expense,  
8 including attorney fees, DISTRICT, and its elected and appointed officials,  
9 officers, and employees in any legal action or claim of any kind based or  
10 asserted upon such alleged acts or omissions.

11 **I. ASSIGNMENT:**

12 The services to be rendered by COUNTY shall not be assigned by COUNTY  
13 and/or SHERIFF.

14 **J. GOVERNING LAW:**

15 The terms and conditions of this Agreement shall be governed by the laws of  
16 California.

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**IN WITNESS WHEREOF**, the parties have executed the AGREEMENT  
in the County of Orange, State of California.

DATED: \_\_\_\_\_

CAPISTRANO UNIFIED SCHOOL DISTRICT

BY: \_\_\_\_\_

Title: \_\_\_\_\_

DATED: \_\_\_\_\_

COUNTY OF ORANGE

BY: \_\_\_\_\_  
Sheriff-Coroner

APPROVED AS TO FORM:

Office of the County Counsel  
Orange County, California

BY: Theresa A. Sun  
Deputy

DATED: 4/2/12



**COUNTY BILLING POLICY**  
**APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992**

I. POLICY

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County's cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

II. DEFINITIONS

- A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.
- B. Received by the County - The phrase "received by the County", as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County's possession. It is not the date the payment is posted or deposited by the County.

III. FIXED PRICE CONTRACTS

- A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.
- B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:
  - 1. Annual Billings that total \$10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.

2. Quarterly Billings that are greater than \$10,000 but not more than \$200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.
3. Monthly Billings that are greater than \$200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

#### IV. ACTUAL COST CONTRACTS

- A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.
- B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

#### V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)

## VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.
- Payments transmitted to the County via the U.S. Mail that have the payer's postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.
- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus \$100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

## VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

## VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.

IX. DEFERRED REVENUE

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced \$48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be \$44,000, representing 11/12ths of the total amount. In July 19X1, the \$44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

X. COST RECOVERY

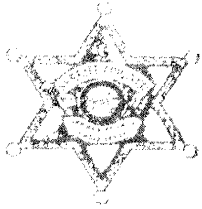
All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

XI. EXISTING CONTRACTS

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

XII. DEVIATIONS FROM POLICY

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.



**SHERIFF-CORONER DEPARTMENT  
COUNTY OF ORANGE  
CALIFORNIA**

**SANDRA HUTCHENS  
SHERIFF-CORONER**

April 3, 2012

Ms. Terry Fluent, Purchasing Director  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675-4853

Dear Ms. Fluent:

Enclosed are four originals of the Joint Powers Agreement between Capistrano Unified School District (CUSD) and the County of Orange for the Sheriff-Coroner to provide supplemental law enforcement services. This Agreement covers supplemental law enforcement services for the period from July 1, 2012 through June 30, 2013.

After the documents have been executed, please return them to me for completion of the approval process.

If you have any questions, please contact Tom Cooney, Contract Analyst, at (714) 834-3186.

Sincerely,

Patricia Bello, Contract Manager  
Law Enforcement Contracts

Enclosures

Cc: (Letter only)  
Captain Linda Solorza  
Lieutenant Jim Rudy  
Sergeant Nancy Wilkey  
Mike Beckman, (CUSD)

320 N. FLOWER STREET, SUITE 108, SANTA ANA, CA 92703 (714) 834-6670 FAX (714) 834-6697

*Integrity without compromise. Service above self. Professionalism in the performance of duty.  
Vigilance in safeguarding our community.*



**CONTRACTOR'S NAME:** Beyond Technology Education, Inc.

**CONTRACT No.** 11112115



## **INDEPENDENT CONTRACTOR AGREEMENT**

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Beyond Technology, Education, 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:** Professional development - Training teachers on advance technology integration into curriculum.  
plans.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on April 26, 2012, and will diligently perform as required and complete performance by May 31, 2012.

1

EXHIBIT 20

**CONTRACTOR'S NAME:** Beyond Technology Education, Inc. **CONTRACT No.** 11112115

**3. Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed six thousand and 00/100----- Dollars (\$ 6,000.00 ).  
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: as per the attached 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:** Beyond Technology Education, Inc. **CONTRACT No.** 11112115

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:** Beyond Technology Education, Inc. **CONTRACT No.** 11112115

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

**CONTRACTOR'S NAME:** Beyond Technology Education, Inc. **CONTRACT No.** 11112115

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:**

Beyond Technology Education, Inc.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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:** Beyond Technology Education, Inc. **CONTRACT No.** 11112115

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

**22. Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

**23. Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	Fee Schedule	_____
b. Exhibit	B		_____
c. Exhibit	C		_____

THIS AGREEMENT IS ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

Capistrano Unified School District  
Name of District

Beyond Technology, Education, Inc.  
Contractor Name

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Terry Fluent  
Typed Name

\_\_\_\_\_  
Typed or Printed Name

Director, Purchasing  
Title

\_\_\_\_\_  
Title

Board Approval Date

\_\_\_\_\_  
Taxpayer Identification Number

Initials/Date \_\_\_\_\_



## **Pricing: Professional Development**

### **BEYOND Technology Basics For Teachers**

#### **Pricing Includes The Following:**

- 30 Hours of Training for 15 Teachers at your School
- 15 Teacher Manuals
- CD With All Templates
- Two Graduate Units (600 series) From Point Loma University

**\$5,500.00**

### **Technology Integration Workshops For Teachers**

#### **Pricing Includes The Following:**

- 2 Hour Integration Workshop For Each Teacher Per Project
- CD With All Templates And Final Project
- Instructional Designer Support On-Premise

**\$500.00 Per Workshop**

### **Custom Professional Development**

**\$250.00 Per Hour**

#### **Versions**

XP with MSOffice 2003, 2007, 2010, WIN 7 with MSOffice 2007, 2010



Contract # I1213001

## INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

This Independent Contractor Agreement for Services ("Agreement") is made as of April 26, 2012, between the Capistrano Unified School District on behalf of its California Preparatory Academy ("District") and Brainfuse, Inc., a corporation organized and existing under the laws of the State of New York ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Government Code section 53060 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 those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, Consultant is engaged in the development and provision of educational technology, services and content; and

WHEREAS, the Parties desire to supply District students with an online tutoring services program pursuant to the terms set forth herein; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the services as described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing Services under this Agreement upon execution of the Agreement by both Parties, and will diligently perform such Services as required. The term for Services and schedule to provide Services shall be in accordance with the schedule included in Exhibit "A;"
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below;

\_\_\_\_ Signed Agreement  
\_\_\_\_ Workers' Compensation Certificate  
\_\_\_\_ Criminal Background Investigation Certification  
\_\_\_\_ Insurance Certificates and Endorsements  
\_\_\_\_ W-9 Form  
\_\_\_\_  
\_\_\_\_

4. **Compensation.** District compensation to the Consultant shall be as set forth in Exhibit "A" as the proposed fee for Services, but in no event shall total fees, costs, and expenses exceed three thousand dollars and 00/100 cents (\$3,000.00), without the express written approval of the District's Governing Board ("Board").

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, other than as provided in Exhibit "A."
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture 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 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.
7. **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.
8. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. 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 for services to California school districts.
9. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or 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 a basis for such Services.
10. **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.
11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this

Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

## **12. Termination.**

**12.1. Without Cause by District.** 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. In the event that District terminates this Agreement pursuant to this Section, District shall compensate Consultant for Services completed to date as a pro-rata amount of the full fees, costs, and expenses.

**12.2. Without Cause by Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for Services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of Services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

**12.3. With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 12.3.1. material violation of this Agreement by the Consultant; or
- 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of termination, the District may secure the required services from another consultant. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

**12.4** Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

**13. Indemnification.** To the furthest extent permitted by California law, Consultant shall,

at its sole expense, defend, indemnify, and hold harmless the District, the Board, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, Services, or thing done, permitted, or suffered by the Consultant under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

#### 14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance:

14.1.1. **General Liability.** One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Consultant shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

14.1.3. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant; instruments of Service and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

2) For any claims related to the projects, the Consultant's insurance coverage shall be primary insurance as respects the

Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

- 14.1.4. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - 14.1.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
  - 14.1.6. Consultant shall furnish the District with Certificates of Insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.
- 14.2. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.
15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the Board, of the District, and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **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.
18. **Safety and Security:** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the

District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

19. **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.
20. **Fingerprinting of Employees.** It is not contemplated at the time of execution of this Agreement that Consultant or its employees will have contact with students during the provision of Services under this Agreement. If, at a future time, Consultant will have contact with any pupils, Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the Board that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this Section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
  - 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
  - 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
22. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735.
23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
24. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s),

and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**District**

Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675  
FAX: (949) 493-8729

ATTN: Terry Fluent, Director, Purchasing

**Consultant**

Brainfuse, Inc.  
271 Madison Avenue, Third Floor  
New York, New York 10016  
Telephone: (212) 481-4870  
FAX:

ATTN:

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

26. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

27. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the Board. Services shall not be rendered until Agreement is approved.

28. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

29. **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 attorney's fees.

30. **Waiver.** The failure of Consultant or District to seek redress for violation of, or to insist upon, the strict performance of any term, covenant or condition of this Agreement shall not be deemed to be a waiver by that party of any such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition contained herein.

**31. 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.

**32. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**33. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

**CAPISTRANO UNIFIED SCHOOL  
DISTRICT**

**BRAINFUSE, INC.**

Date: \_\_\_\_\_, 2012

Date: \_\_\_\_\_, 2012

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**Information regarding Consultant:**

License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Business Entity:

\_\_\_\_ Individual

\_\_\_\_ Sole Proprietorship

\_\_\_\_ Partnership

\_\_\_\_ Limited Partnership

\_\_\_\_ Corporation, State: \_\_\_\_\_

\_\_\_\_ Limited Liability Company

\_\_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_  
Employer Identification and/or Social  
Security Number

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this Section.**

## **Exhibit A**

### **Scope of Services**

#### **SERVICES:**

Consultant shall provide web-based technology and online tutoring to the District pursuant to the terms of the Agreement.

#### **Responsibilities of Consultant:**

- (a) Consultant shall prepare and provide instant access homework help and instruction for District students in mathematics, and shall provide access to its online tutoring platform (hereinafter, the "Consultant Program").
- (b) The Consultant Program shall serve all eligible students Monday through Sunday during mutually-agreed upon times. The Consultant Program shall commence September 1, 2012.
- (c) Consultant shall make its online tutors available through any compatible computer to participating students, both within and without the District facility.
- (d) Consultant shall provide all necessary training to appropriate District staff for the Consultant Program.

#### **Consultant represents and warrants that:**

- (a) District's and District users' access to and use of the Consultant Program as described in this Agreement will not infringe any third party copyright.
- (b) Ownership Rights. The Consultant Program is owned solely by Consultant. To the best knowledge and belief of Consultant, no other entity has any ownership right in or to any portion of the Consultant Program.
- (c) Power and Authority. Consultant has full power and authority to enter into this Agreement and to perform hereunder, and such entry and performance, to the best knowledge and belief of Consultant will not violate any patent, copyright, trade secret, or other intellectual property interest of any third party.
- (d) Legal Proceedings. To the best of Consultant's knowledge and belief as of the date of this Agreement, there is no action, suit, proceeding or material claim or investigation pending or threatened against Consultant in any court or by any federal, state or municipal or other governmental department, commission, bureau, agency or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined would restrict Consultant's ability to complete the transactions contemplated hereby. Consultant knows of no basis for any such action, suit, claim, investigation or proceeding.
- (e) Compliance with Laws and Regulations. To Consultant's best knowledge and belief as of the date of this Agreement, the Consultant Program comply with all relevant federal, state and local laws and regulations.

(f) Non-Infringement. Consultant warrants that it will take all due and reasonable care to avoid infringing any patent, copyright, trade secret, or other intellectual property interest of any third party.

Responsibilities of District:

Technical support staff from the District shall cooperate in good faith with Consultant to ensure that the Consultant Program and the Software are accessible from District computers.

### **Schedule**

#### **TERM:**

This Agreement shall remain valid through June 30, 2013, and may be renewed on an annual basis by the parties upon the written consent of both Consultant and the District. Such mutual consent to renew shall take place at least 15 days prior to the expiration of the Agreement.

### **Compensation/Expenses**

#### **COMPENSATION:**

The District shall pay to Consultant a fee of \$3,000 for up to 125 hours of the Consultant Program at \$24 per hour. The fee shall be due thirty (30) days after receipt of the invoice unless District disputes an invoice. Consultant reserves the right to withhold service pending processing and payment of invoices by the District.

#### **EXPENSES:**

Except as provided otherwise herein, the parties to this Agreement shall be responsible for their own expenses, including taxes and general administrative expenses. Consultant shall not be responsible for providing the necessary hardware or software (including, but not limited to, computers, speakers, microphones, Internet access, as well as browsers and firewall modifications) for the proper operation of the Consultant Program or Software.

**EXTENSION OF AGREEMENT NO. I1011144**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**D.R. MCNATTY & ASSOCIATES, INCORPORATED**

Consultant Agreement No. I1011144 called for an original 12-month contract period of May 10, 2011 through May 9, 2012.

The contract with D. R. McNatty & Associates, Inc., shall be extended an additional 12 months, for the period May 10, 2012 through May 9, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on April 25, 2012.

The total amount of services requested by District and provided by Consultant under this extension shall not exceed \$3,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on May 9, 2011, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**D.R. McNatty & Associates, Inc.**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Terry Fluent \_\_\_\_\_

\_\_\_\_\_  
Print Name

Director, Purchasing \_\_\_\_\_

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**DRMcNatty & Associates, Inc.**

**Services Rate Sheet – Capo Unified School District**

The following rates will be utilized by DRMcNatty & Associates, Inc. to provide consulting services to Capistrano Unified School District for 2012. The proposed rate reduction is in response to the District's request for reduced rates in light of current economic conditions. DRMcNatty & Associates views these rates as a temporary measure for the current year and all subsequent agreements for professional services will use the Standard services rates as applicable in the subsequent year.

	2011 Rate	2012 Rate	Reduction
Implementation Consulting Services	\$175	\$170	-\$5
Certified Training	\$225	\$200	-\$25

Should you have any questions, please feel free to let me know.

Thank You,

Brian Criss  
 Vice President of Professional Services  
 DRMcNatty & Associates, Inc.



# 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**  
GARY PRITCHARD, PH. D.  
PRESIDENT

JOHN M. ALPAY  
VICE PRESIDENT

LYNN MATTON  
CLERK

ELLEN M. ADDONIZIO

JACK R. BRICK

ANNA BRYSON

SUE PALAZZO

**SUPERINTENDENT**  
JOSEPH M. FARLEY, ED.D.

March 5, 2012

Mary Linda McNatty, President  
D.R. McNatty & Associates, Inc.  
26300 La Alameda, Suite 260  
Mission Viejo, CA, 92691

**Subject: Contract No. I1011144 – Hosting/Managed Services Oracle Primavera Contract Managementv13**

Dear Mr. Smith:

Your current contract for implementation support and training for Oracle Primavera Contract Management software program for public works projects to the Capistrano Unified School District, as referenced above, will expire on May 9, 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 May 10, 2012 through May 9, 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 Monday, March 26<sup>th</sup>, 2012.**

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.

CONTRACTOR'S NAME: D.R. McNatty & Associates, Inc.

CONTRACT No. 11011144



## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and **D.R. McNatty & Associates, 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:** Implementation support and training for Oracle Primavera contract management software program for public works projects.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on May 10, 2011, and will diligently perform as required and complete performance by May 9, 2012.

CONTRACTOR'S NAME: D.R. McNatty & Associates, Inc.

CONTRACT No. 11011144

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: Exhibit A

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: 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: D.R. McNatty & Associates, Inc.

CONTRACT No. 11011144

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: D.R. McNatty & Associates, Inc.

CONTRACT No. 11011144

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: D.R. McNatty & Associates, Inc. CONTRACT No. 11011144

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: D.R. McNatty & Associates, Inc.

CONTRACT No. 11011144

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:**

D.R. McNatty & Associates, Inc.

26300 La Alameda, Suite 260

Mission Viejo, CA 92691

**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: D.R. McNatty & Associates, Inc.

CONTRACT No. I1011144

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

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	Fee Schedule
b. Exhibit	B	None
c. Exhibit	C	None

THIS AGREEMENT IS ENTERED INTO THIS 10th DAY OF May, 2011.

Capistrano Unified School District

Name of District

By: Terry Fluent

Terry Fluent

Typed Name

Director, Purchasing

Title

May 9, 2011

Board Approval Date

D.R. McNatty & Associates, Inc.

Contractor Name

Signature: Maryhinda McNatty

Maryhinda McNatty

Typed or Printed Name

President

Title

33-0771910

Taxpayer Identification Number



## Lawing, Korin C.

---

**From:** Ben Lee <blee@drmcnatty.com>  
**Sent:** Wednesday, April 20, 2011 2:20 PM  
**To:** Lawing, Korin C.  
**Cc:** Eden, Walt S.; Fluent, Terry; Rowles, Randall L.; Arthur Napurano; Brian Criss  
**Subject:** Re: CAPOUSD - Available Implementation Hours

Korin,

Implementation consulting is provided at \$175/hour.

Training is provided at \$225/hour.

Let us know if you would like us to send you a proposal for followup work as well as the amount of hours you would like to make available. Thank you.

Benjamin Lee | Implementation Consultant | D. R. McNatty & Associates, Inc.  
Phone: +1 949 367 7993 | Fax: +1 949 367 7999  
Technology for Managing Projects since 1989  
Oracle-Primavera | Hard Dollar | Synchro | Ecosys  
26300 La Alameda | Suite 260 | Mission Viejo, CA 92691  
Offices in California and New York  
[www.drmcnatty.com](http://www.drmcnatty.com)

----- Original Message -----

From: "Korin C. Lawing" <kclawing@capousd.org>  
To: "Ben Lee" <blee@drmcnatty.com>  
Cc: "Walt S. Eden" <WSEDEN@capousd.org>, "Terry Fluent" <TFLUENT@capousd.org>, "Randall L. Rowles" <RLROWLES@capousd.org>  
Sent: Wednesday, April 20, 2011 2:25:57 PM GMT -08:00 US/Canada Pacific  
Subject: RE: CAPOUSD - Available Implementation Hours

Hi Ben,

Please provide me with the hourly cost for additional follow up consulting hours.

*Thank you,  
Korin*

---

**From:** Ben Lee [mailto:blee@drmcnatty.com]  
**Sent:** Wednesday, April 20, 2011 12:56 PM  
**To:** Eden, Walt S.; Fluent, Terry; Lawing, Korin C.  
**Cc:** Carol Sanchez; Brian Criss  
**Subject:** CAPOUSD - Available Implementation Hours

Exhibit A (2 Pages)

Walt,

After the last invoice (through March 31, 2011), CAPOUSD had 7 hours of implementation hours remaining.

Of which, 6 hours have been used in April 2011, leaving a remaining balance of approximately 1 hour.

Let us know if you would like us to send you a proposal for additional followup consulting hours.

Thank you.

Benjamin Lee | Implementation Consultant | D. R. McNatty & Associates, Inc.

Phone: +1 949 367 7993 | Fax: +1 949 367 7999

Technology for Managing Projects since 1989

Oracle-Primavera | Hard Dollar | Synchro | Ecosys

26300 La Alameda | Suite 260 | Mission Viejo, CA 92691

Offices in California and New York

[www.drmcnatty.com](http://www.drmcnatty.com)

CAPISTRANO UNIFIED SCHOOL DISTRICT DISCLAIMER:

This communication and any documents, files, or previous e-mail messages attached to it constitute an electronic communication within the scope of the Electronic Communication Privacy Act, 18 USCA 2510. This communication may contain non-public, confidential, or legally privileged information intended for the sole use of the designated recipients(s). The unlawful interception, use, or disclosure of such information is strictly prohibited under 18 USCA 2511 and applicable laws.

**EXTENSION OF AGREEMENT NO. I1011132**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**KEENAN ASSOCIATES**

Consultant Agreement No. I1011132 called for an original 12-month contract period of May 12, 2011 through May 11, 2012.

The contract with Keenan Associates, shall be extended an additional 12 months, for the period May 12, 2012 through May 11, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on April 25, 2012.

The total amount of services requested by District and provided by Consultant under this extension shall not exceed \$18,107. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on April 11, 2011, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**Keenan Associates**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Terry Fluent \_\_\_\_\_

\_\_\_\_\_   
Print Name

Director, Purchasing \_\_\_\_\_

\_\_\_\_\_   
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_



EXHIBIT A

**Keenan**  
Associates

901 Call Assembler  
Suite 200  
San Clemente, CA 92673  
949 940.1760  
949 369-0324 fax  
www.keenan.com  
License No. 0451271

March 9, 2011

Ms. Terry Fluent  
Director, Purchasing  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92673

Re: Extension of RFQ No. 12-0809- Insurance Broker Services-  
Excess Workers' Compensation Insurance

Dear Ms. Fluent:

Thank you for your letter dated February 28, 2011 in which you requested a reduction of costs for the 2011/2012 fiscal year. As you may recall, we reduced our fee 7.5% for the 2010/2011 fiscal year and due to the pending fiscal crisis facing California schools, we agree to further reduce our fee by an additional 10% per year should the District extend the contract for a three year term. This fee represents a 17.5% annual fee reduction from the original awarded contract.

In addition, we will continue to make available our proprietary on-line safety training system, **Keenan SafeSchools**, which provides K 12 specific regulatory and preventative programs to help the district meet safety requirements and reduce your overall claims costs. More than 125+ courses are available, covering Environmental and Health Awareness, Behavioral Safety, Human Resources, Sexual Harassment, Transportation, Special Education and Food Safety.

Detailed below is our proposed pricing proposal:

Current Fee	
2010/2011	\$20,119
Proposed Fee	
2011/2012	\$18,107
2012/2013	\$18,107
2013/2014	\$18,107

We are agreeable to all terms and conditions in the previous year's contract. Also, at the request of Mr. Bristow, we are in the process of marketing the District's workers compensation excess coverage and look forward to delivering a positive renewal.

# *Keenan*

*Associates*

901 Calle Arroyo  
Suite 200  
San Clemente, CA 92673

949 940 1160  
949 369-0324 fax  
[www.keenan.com](http://www.keenan.com)  
License No. 0451271

Assuming this proposal is acceptable, please forward an extension to the contract to my attention.  
Thank you and we look forward to our continued relationship.

Sincerely,



Greg Trapp  
Assistant Vice President

Cc: Jeffrey Bristow, Exec. Director II, Risk Mgmt/Comp

CONTRACTOR'S NAME: Keenan Associates

CONTRACT No. 11011132



## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Keenan Associates 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:** Insurance broker services for excess worker's compensation insurance per RFQ 12-0809

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on May 12, 2011, and will diligently perform as required and complete performance by May 11, 2012.

CONTRACTOR'S NAME: Keenan Associates

CONTRACT No. 11011132

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Eighteen thousand one hundred seven and 00/100..... Dollars (\$ 18,107.00 ).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: n/a

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: n/a

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

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: n/a

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

**CONTRACTOR'S NAME:** Keenan Associates

**CONTRACT No.** 11011132

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.

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CONTRACTOR'S NAME: Keenan Associates

CONTRACT No. 11011132

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: Keenan Associates

CONTRACT No. 11011132

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.

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**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: Keenan Associates

CONTRACT No. 11011132

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:**

Keenan Associates  
Greg Trapp  
901 Calle Amanacer, Suite 200  
San Clemente, CA 92673

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

CONTRACTOR'S NAME: Keenan Associates

CONTRACT No. 11011132

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. 12-0809 - Scope of Services</u>
b. Exhibit	B	<u>Fee Schedule</u>
c. Exhibit	C	<u></u>

THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF April, 2011.

Capistrano Unified School District

Name of District

By: Terry Fluent

Terry Fluent

Typed Name

Director, Purchasing

Title

April 11, 2011

Board Approval Date

Keenan Associates

Contractor Name

Signature: [Signature]

JOHN STEPHENS

Typed or Printed Name

SENIOR VICE PRESIDENT

Title

95-2798626

Taxpayer Identification Number

## Exhibit A

### Scope of Service

A dedicated account management team will provide Capistrano USD broker services that include, but not limited to, the following:

- Ensure **fiscal stability** of all providers dealing with the District
- Evaluate quotations for the District and ensure providers will be responsive to the District in **Excess Claim reimbursement** requests.
- Exercise **due diligence** and make insurance placement recommendations to the District in accordance with the California Department of Insurance
- **Review contracts**, as requested, to ensure **compliance** with the Workers' Compensation laws in the State of California.
- Issue binders, certificates of coverage, maintain policies, issue endorsements, respond to all coverage questions, prepare coverage summaries, update coverages and prepare renewal specifications.
- Proactively provide ongoing review and analysis of the District's insurance programs and identification of **risk transfer and risk financing** options.
- Be familiar with the major exposures of the District.
- Be familiar with the coverages provided by all relevant insurance policies and documents issued to the District.
- Assure that insurance policies are placed in a **timely manner**, without lapses in coverage periods, with **reputable and financially responsible insurers**.
- Provide service for the insurance policies placed for the District including processing all changes and endorsements and verifying the accuracy of invoices within a reasonable time.
- Provide **early warning** of rate and coverage changes or renewal issues through a process to be mutually agreed to with the District.
- Through a process mutually agreed upon, monitor the District's operations and loss exposures and make any appropriate recommendations for coverage changes or new coverages.
- Be available to answer questions or obtain answers from underwriters for policy coverage questions.
- Meet with District staff and designated representatives as reasonably requested.

*"The transition to Keenan has been seamless with outstanding customer service, timely and practical on-site training and new technology focused on employee training district wide."*  
Scott Buxbaum, Assistant Supt. Bus.  
South Bay Union SD

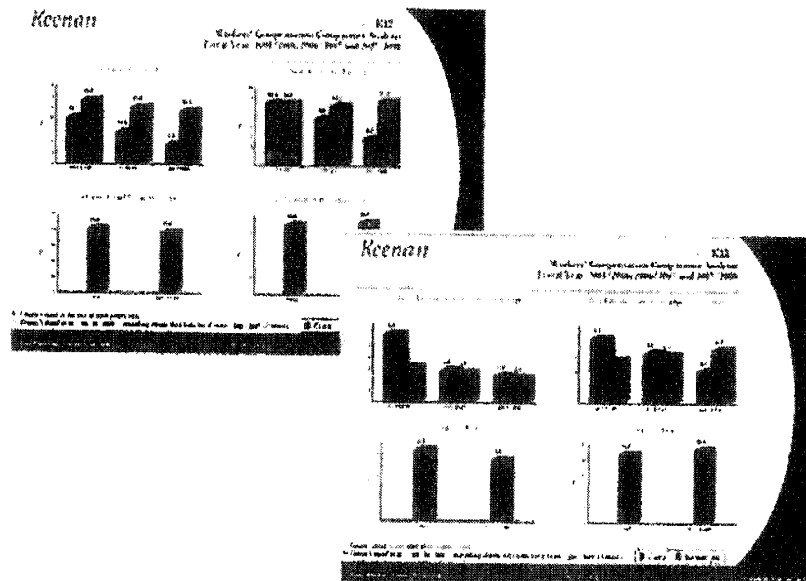
## Exhibit A

### Policy Review

Review policies and other coverage related documents in detail within fourteen (14) days of receipt. Review the documents to check the wording and accuracy of each policy, binder, certificate, endorsement or other document received from insurers. This review will ensure that the intended coverage is provided, and all coverage, terms and conditions, and other wording is complete and accurate and in compliance with financial arrangements and administrative procedures acceptable to the District. Obtain revisions needed to achieve compliance with coverage request.

### Risk Management

As part of our services, Capistrano USD will be assigned a team to help analyze and identify loss trends within the District and to formulate a plan to help reduce losses in any areas identified. Through the analysis provided by a Workers' Compensation Analyst and a Loss Control Consultant, the District will receive a detailed Workers' Compensation Benchmark Report. This report compares the District's Workers' Compensation loss trends to the 600 other school district's throughout the state we handle Workers' Compensation. In addition, the report will identify those areas that are impacting the District's program and overall costs.



[REDACTED]

Through a comprehensive analysis of this data, the District will be provided with recommendations on how to reduce the frequency, severity and overall Workers' Compensation costs through a Risk Improvement Action Plan.

*Keenan*

*Letter to "Mother" by John F. Kennedy*

[illegible]

As the insurance expert for schools, we are confident our services and ability to manage Capistrano USD's Workers' Compensation program are unparalleled and will help reduce your overall Workers' Compensation program costs.

# Keenan

Associates

901 California Avenue  
Suite 200  
San Clemente, CA 92673

949 940-1760  
949 369-0324 fax  
www.keenan.com  
License No. 0451271

March 9, 2011

Ms. Terry Fluent  
Director, Purchasing  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92673

Re: Extension of RFQ No. 12-0809- Insurance Broker Services-  
Excess Workers' Compensation Insurance

Dear Ms. Fluent:

Thank you for your letter dated February 28, 2011 in which you requested a reduction of costs for the 2011/2012 fiscal year. As you may recall, we reduced our fee 7.5% for the 2010/2011 fiscal year and due to the pending fiscal crisis facing California schools, we agree to further reduce our fee by an additional 10% per year should the District extend the contract for a three year term. This fee represents a 17.5% annual fee reduction from the original awarded contract.

In addition, we will continue to make available our proprietary on-line safety training system, **Keenan SafeSchools**, which provides K-12 specific regulatory and preventative programs to help the district meet safety requirements and reduce your overall claims costs. More than 125+ courses are available, covering Environmental and Health Awareness, Behavioral Safety, Human Resources, Sexual Harassment, Transportation, Special Education and Food Safety.

Detailed below is our proposed pricing proposal:

Current Fee	
2010/2011	\$20,119
Proposed Fee	
2011/2012	\$18,107
2012/2013	\$18,107
2013/2014	\$18,107

We are agreeable to all terms and conditions in the previous year's contract. Also, at the request of Mr. Bristow, we are in the process of marketing the District's workers compensation excess coverage and look forward to delivering a positive renewal.

# *Keenan*

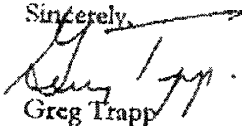
*Associates*

901 Calle Amante  
Suite 200  
San Clemente, CA 92673

949 940 1160  
949 369-0324 fax  
www.keenan.com  
License No. 0451271

Assuming this proposal is acceptable, please forward an extension to the contract to my attention.  
Thank you and we look forward to our continued relationship.

Sincerely,



Greg Trapp  
Assistant Vice President

Cc: Jeffrey Bristow, Exec. Director II, Risk Mgmt/Comp

**AMENDMENT TO AGREEMENT NO. C0910107**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**BERGMAN & DACEY, INC.**

Consultant Agreement No. C0910107 shall be amended to replace the firm name of Bergman & Dacey, Inc. with Bergman Dacey Goldsmith, a Professional Law Corporation, effective as of March 1, 2012, and Board approved on April 25, 2012.

Except as set forth in this Amendment to 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 Goldsmith, a  
Professional Law Corporation**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Terry Fluent \_\_\_\_\_

\_\_\_\_\_  
Print Name

Director, Purchasing \_\_\_\_\_

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_



GREGORY M. BERGMAN  
JOHN P. DACEY  
MICHELE M. GOLDSMITH  
MARK W. WATERMAN  
LEAH S. BERGMAN  
KRISTI SJOHOLM-SIERCHIO  
ROBERT D. BERGMAN  
JAMES L. KEANE  
RICHARD A. FOND  
MITCHELL C. FREDERICK  
ARASH BERAL  
BRIAN J. BERGMAN  
ELINA GEYKHER  
NARBEH SHIRVANIAN  
OMAR BENGALI  
SHIRAZ KHALID

SENIOR COUNSEL  
STUART SIMKE

**BDG** BERGMAN  
DACEY  
GOLDSMITH  
SERVICE ■ LOYALTY ■ SOLUTIONS

Los Angeles  
10880 Wilshire Blvd, Suite 900  
Westwood, CA 90024-4101  
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

LLOYD A. BERGMAN (1923-1994)  
RICHARD V. GODINO (1929-2001)  
NICHOLAS BROWNING III (1946-2011)

March 6, 2012

OUR FILE NO. 1024.02, .20, .38, .48-.54

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

Re: Consultant Agreement No. C0910107 and Purchase Order Nos. 311182,  
005030 and 005032

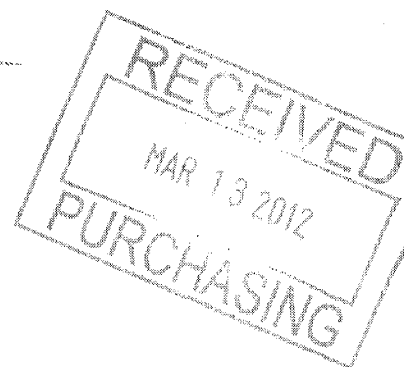
Dear Terry:

Effective as of March 1, 2012, Bergman & Dacey, Inc. has changed its name to Bergman Dacey Goldsmith, a Professional Law Corporation. Due to this name change, we request that Consultant Agreement No. C0910107 and Purchase Order Nos. 311182, 005030 and 005032 be amended to replace "Bergman & Dacey, Inc." with "Bergman Dacey Goldsmith, a Professional Law Corporation." Enclosed please find a copy of Bergman Dacey Goldsmith's Request for Taxpayer Identification Number and Certification. Please let us know how we may assist in effectuating this change.

Very truly yours,



GREGORY M. BERGMAN



GMB/cd  
Enclosure





## 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

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**

**CONSULTANT**

**Capistrano Unified School District**

**Bergman & Dacey, Inc.**

By: \_\_\_\_\_

Signature

Terry Fluent

Director, Purchasing

Date: \_\_\_\_\_

1/5/11

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. 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

GREGORY M. BERGMAN  
Print Name

Director, Purchasing

PRESIDENT  
Title

Date: 1/4/12

Date: 12/27/11

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  
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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 (1925-1994)  
RICHARD V. GODDARD (1929-2001)  
NICHOLAS BROWNING III (1948-2011)

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

# Change Order Summary Log

Data Date 3/30/12

San Juan Hills High School 30 Meter Pool/School Buildings  
DSA# 04-109690

Description	Change Order #17
Original Contract Sum	\$ 3,023,000.00
Net Change by Previous Authorized Requests and Changes	\$ 217,951.00
Contract Sum Prior to this Change Order	\$ 3,240,951.00
Contract Sum Will Be Increased	\$ 18,574.00
New Contract Sum Including this Change Order	\$ 3,259,525.00

**EXECUTED OR BOARD SUBMITTED CO'S & EXECUTED WO'S**  
**San Juan High School 30 Meter Pool and Support Buildings**  
**RESPONSIBILITY CODE LOG**

Data Dates 8/29/2012

TOTAL ORIGINAL CONTRACT VALUE:		\$3,023,000.00
TOTAL CURRENT CONTRACT VALUE:		\$3,259,525.00
RESPONSIBILITY CODE		\$3,259,525.00
	No.	VALUATION
Differing Conditions	1	\$15,977.00
Errors and Omissions	2	\$37,649.00
Value Enhancement	3	\$130,919.00
Resolution of Claim	4	\$0.00
Required Extra Scope	5	\$127,995.00
Optional Extra Scope	6	\$0.00
Credit	7	(\$6,015.00)
Other	8	\$0.00
<b>Total Approved Change</b>		<b>\$236,525.00</b>
<b>Percent Change</b>		<b>7.82%</b>

WO = Work Order  
CO = Cost Proposal  
CO = Change Order  
APW = Fully Executed Work Order

Change Order	DOCUMENT TYPE	DOCUMENT NUMBER	ORIGIN DATE	DESCRIPTION / TITLE	STATUS	VALUATION	TO PROJECT COMPLETION	RESPONSIBILITY CODE	Pending Code	STATUS	DSA Approved	Board Excerpt
C.O. #1	CO	1	04/05/11	Deductive Bid Alternate 1/Bulletin 1		\$120,000.00		5		S		
C.O. #2	WO	2	04/06/11	Health Dept Approval of Pool		\$0.00		5		S		
	WO	1	04/05/11	Added 1" bar and Sprinkler Heads		\$7,995.00		5		S		
C.O. #3	WO	2	04/06/11	Revision of SC Article 8		\$0.00		5		S		
	WO	3	05/31/11	Revision		\$2,520.00		2		S		
	WO	4	06/21/11	Increment Weather Delay		\$0.00		8		S		
C.O. #4	WO	5	07/11/11	Site		(\$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		\$9,700.00		2		U		
	WO	10	07/25/11	Corridor Wall Issues		\$2,599.00		2		S		
C.O. #6	WO	11	07/25/11	Landscape Island Irrigation		\$2,264.00		1		S		
	WO	12	07/25/11	Corridor Floor Sealer		\$3,792.00		2		S		
C.O. #7	WO	13	07/25/11	Credit for Solar Pipes		(\$1,430.00)		7		U		
	WO	14	07/25/11	Unforeseen damaged electrical conduit		\$3,835.00		1		U		
C.O. #8	WO	15	07/25/11	Extra Base at Landscape Island		\$1,351.00		2		U		
	WO	16	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		
	WO	18	09/13/11	Emergency Repair Deductive W.O.		(\$34,660.00)		7		U		
C.O. #10	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	21	10/10/11	Credit for Sod		(\$2,490.00)		7		S		
	WO	22	10/13/11	Solar Pipe Concealment		\$8,558.00		3		U		
C.O. #12	WO	23	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		
	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		
C.O. #13	WO	27	11/10/11	11/4/11 and 11/7/11 Increment Weather		\$0.00		8		S		
	WO	28	11/10/11	Added Rebar Below Silt 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 Silt Wall		\$23,676.00		3		S		
C.O. #14	WO	31	11/18/11	Enhanced Stadium Landscape Package		\$23,048.00		3		U		
C.O. #15	WO	32	12/01/11	Surge Chamber Structural Lid		\$1,282.00		2		U		
	WO	33	12/01/11	Additional Trench Drain and Palms		\$8,293.00		3		U		
	WO	34	12/08/11	Light Fixtures and Concrete		\$15,824.00		3		S		
C.O. #16	WO	35	12/19/11	Additional 3" of Pool Deck		\$5,369.00		3		S		
	WO	36	02/03/12	Deduct Site Light Poles and Fixtures		(\$16,700.00)		7		S		
	WO	37	02/03/12	Fire Sprinkler Bell Stripping		\$3,650.00		2		S		
	WO	38	02/03/12	Remobilization for Pool Deck Work		\$5,084.00		1		S		
	WO	39	02/03/12	Pool Deck Gates		\$24,817.00		3		S		
	WO	40	02/22/12	Ceramic Cove Changing Rooms		\$8,547.00		2		S		
	WO	41	02/22/12	Health Dept Temp Fence, Delete Scrub		\$716.00		3		S		
	WO	42	03/21/12	Deduction of Fire Riser Cage		(\$560.00)		7		S		
	WO	43	03/21/12	Deductive Punch List Items		(\$7,050.00)		7		S		



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. :** 00017  
**Date:** 3/26/2012

**Title:** Change Order 17

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
WO #36	Credit	0	(\$16,700.00)
Work Order #36: Upon further review the District has deleted from the Scope of Work, 4 additional site light poles and fixtures per Line Item #15 of Work Order #30 executed on 11/10/11, (. Therefore the above noted site light poles and fixtures shall be removed HCC's scope of work, (Refer to Attachment "B" dated 1/13/12). As such, this deductive work order shall be issued in the amount noted below.			
WO #37	Required Extra Scope	0	\$3,650.00
Pursuant to response to Request For Information (RFI) (#172 dated 8/16/11 & RFI #262 dated 12/12/11) and in preparation for the Environmental Health Department's Pre-plaster Inspection, the following 3 items were required: Item 1) RFI 262 -- The fire sprinkler bell electrical conduit and cabling was installed per the Contract Document drawings (Sheet D/E1.11). Answer to RFI 262 clarified that the bell should be located near the fire riser per Plumbing plan (Refer to Attachment "A" dated 1/16/11). Item 2) RFI 172 -- Re-striping the "NO PARKING" letters at the student parking area on the West side of the Building "F", (Refer to Attachment "B" dated 1/6/12). Item 3) In order to obtain Orange & County Health Department's approval for pre-plaster installation the District elected to install temp fencing at the East end and West end of the pool deck area. As such, the District negotiated with the Contractor the full and final total in the amount noted below.			
WO #38	Other	18	\$5,094.00
The District had previously issued a Cease and Desist Notice as indicated within FON #169, December 23, 2012, which was related to Division of the State Architects (DSA) "Order to Comply," December 22, 2012, (reference to Attachment "A" dated 1/23/12). The District acknowledged the "Order to Comply" was a disruption of HCC's planned sequence work. The District officially removed the Cease and Desist pursuant to DSA rescinding the "Order to Comply" with the issuance of FON #169R1, January 10, 2012, (reference to Attachment "B" dated 1/23/12).  Therefore, due to the fact that the District had to issue FON #169 it was mutually negotiated and agreed upon with the Owner Representative and HCC that the contractual completion date would be extended eighteen (18) non-compensable calendar days. Therefore, the contractual completion date shall be revised from December 23, 2011 to January 10, 2012. As such, the District negotiated with HCC subsequent remobilization cost with the full and final total as reflected in the amount noted below.			
WO #39 R-1	Required Extra Scope	0	\$24,817.00
Subsequent to the initial Division State Architect (DSA) Approved Construction Document dated February 11, 2009. DSA revised their interpretation of the Pool and Pool Deck occupancy and exiting requirements. When the District elected to delete the 10' wide East to West Pedestrian walkway, the Architect of Record (AOR) issued a Field Change Directive (FCD) #8 (dated January 20, 2012) to DSA for review and approval. DSA reviewed FCD #8 utilizing their revised interpretation of Pool & Pool Deck exiting, which necessitated the inclusion of four (4) @ 3'-6" wide x 7' high gates from 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
WO #40	Required Extra Scope	0	\$8,547.00

The Health Department Inspector rejected the specified wall cove base material within (2) Changing Rooms K104 and K106. Therefore additional provisions are required to change-out the vinyl cove base with an approved ceramic base as per Environmental Health Department's regulations; reference the attached Bulletin #7 dated 2/8/12, Health Department's Correction Report dated 2/7/12 and approved detail of Floor Plan. As required, new ceramic cove base shall be installed with matching color and grout as noted in approved plans. As such, the District negotiated with the Contractor the full and final total in the amount noted below.

WO #41	Required Extra Scope	0	\$716.00
--------	----------------------	---	----------

Subsequent to the Environmental Health Department's 'Pool Pre-Plaster Inspection,' dated January 9, 2012, a temporary fence was installed to support and secure the Health Department's pool site approval. In conformance to the Health Department's rules and regulations it was imperative for public safety the pool area be secured prior to filling the pool with water. Reference, Attachment 'A' dated February for locations where temporary fencing was installed.

Upon further review the District has deleted 'shrubbery' from the Scope of Work located northeast of Building J; reference Attachment 'B' dated February 13, 2012.

WO #42	Credit	0	(\$500.00)
--------	--------	---	------------

Work Order #42: PJHM has confirmed that the fire riser cage is not a code required enclosure, as such, the District has elected to eliminate the fire sprinkler riser cage called out on Sheet A-1.1, note #43 see Attachments "A" and "B" dated 3/13/2012. The District shall take possession of delivered material as is. As such, the District negotiated with the contractor a full and final amount noted below.

WO #43	Credit	0	(\$7,050.00)
--------	--------	---	--------------

On March 20, 2012, the District's Representative and HCC conducted a Pending Cost Reconciliation Meeting for unapproved punch list items. It was mutually agreed to deduct the following punch list items from HCC's scope of work per Attachment "A" dated 3/20/2012. In the interest of the Project's expeditious completion, the District intends to procure and install the following five items.

- 1.) Punch List Item 21 -- Cut back and repair cornice at new scoreboard per detail 5/A-4.1 (\$2,700.00)
- 2.) Punch List Item 47 -- Deduct ADA approved catch basin (\$250.00)
- 3.) Punch List Item 49 -- Install solar pipe enclosure per Work Order #22R-1 executed on 10/13/2011 (\$2,500.00)
- 4.) Punch List Item 107 -- Deduct connection of EMS DDC start-stop to EF-1K per DDC Architectural Schematic 4/M-4.0 (\$1,000)
- 5.) Punch List Item 469 -- Deduct the assistive listening device (\$600.00)

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.



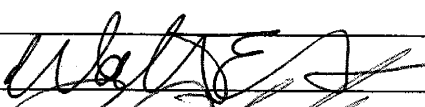



Capistrano Unified School District  
 Facilities and Plant Operations  
 33122 Valle Road  
 San Juan Capistrano, California  
 92675

**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	.....	<b>\$3,023,000.00</b>
Net Change by Previously Authorized Requests and Changes	.....	<b>\$217,951.00</b>
The Contract Sum Prior to This Change Order was	.....	<b>\$3,240,951.00</b>
The Contract Sum Will be Increased	.....	<b>\$18,574.00</b>
The New Contract Sum Including This Change Order	.....	<b>\$3,259,525.00</b>
The Contract Time Will be Increased	.....	<b>18 days</b>
The Date of Substantial Completion as of this Change Order Therefore is	...	<b>1/10/2012</b>

	Signature	Date
CUSD - Joe Farley		
Owner's Representative		3/29/12
Contractor		3/28/2012
Architect of Record		3.27.12
Inspector of Record		3/29/12



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

DSA Number: A04-109690

## WORK ORDER

To: Horizons Construction Co. Int'l, Inc.  
1173  
N. Patt St.  
Anaheim, CA 92801

Work Order No. : 00036  
Date: 1/13/2012

**Title:** Deduct Site Light Poles and Fixtures

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

**Description of Proposal:**

Upon further review the District has deleted from the Scope of Work, 4 additional site light poles and fixtures per Line Item #15 of Work Order #30 executed on 11/10/11, (Refer to Attachment "A" dated 1/13/12). Therefore the above noted site light poles and fixtures shall be removed HCC's scope of work, (Refer to Attachment "B" dated 1/13/12). As such, this deductive work order shall be issued in the amount noted below.

Item	Description	Amount
00001		(\$16,700.00)

**Proposal Details:**

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work 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 Work Order, unless otherwise provided in the Work Order.

**COST:**

- ☒ Lump Sum **(\$16,700.00)** ☐ Not To Exceed \_\_\_\_\_
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices

**TIME:**

- ☒ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at \_\_\_\_\_ days.
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: \_\_\_\_\_ Days: \_\_\_\_\_
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		1/13/12
Owner's Representative		1/16/12
Contractor		1/16/12
Architect of Record		1/16/12
Inspector of Record		1/16/12

**SJJHS 30 Meter Pool/ Support Building BID # 1011-09**

**W.O. # 036**

**Itemized Back-up**

DATA DATE: 1/13/2012

**Deduct Site Light Fixtures**

ITEM NO.					
CUSD	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1	Deduct labor and material to provide 4 light pole footing as noted in line item #14 of Work Order #30 dated 11/10/2011 Labor and Material \$750 x 4/Light Pole Footings = \$3000				\$ (3,000)
2	Deduct material costs of 4 light poles and fixtures as noted in line item #15 of Work Order #30 dated 11/10/2011 4 light standards x \$3000 = \$12000		\$ (12,000.00)		\$ (12,000.00)
4	Deduct Labor and material for installing 1" conduit and associated cabling of work as noted in line item #16 of Work Order #30 dated 11/10/2011 Material = \$400 Labor 4 men x 5hrs x \$65 = \$1300		\$ (400.00)	\$ (1,300.00)	\$ (1,700.00)

Subtotal Credit \$ (16,700.00)

Net Credit \$ (16,700.00)

**FULL AND FINAL TOTAL\* \$ (16,700.00)**

\*Rounded to nearest dollar

Attachment "A"  
1/13/12

SJJHS 30 Meter Pool/ Support Building BID # 1011-09

W.O. # 030  
Itemized Back-up  
DATA DATE: 11/07/2011

Add

ITEM NO	CUSD	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1		Provide Labor and Material for 2 courses x 18 L.F. @ eastern radius wall. Labor and Material (L.S.) = \$500				\$ 500.00
2		Provide Labor and Material for 10 L.F. x 10' High Vinyl Coated Fence 10 L.F. x \$100/L.F. = \$1000				\$ 1,000.00
3		Provide Labor and Material for ADA Gates 3'6" x 8' Vinyl Coated 2 gates x \$1500/Gate = \$3000				\$ 3,000.00
4		Provide Labor and Material for 2'9" High Vinyl Coated (Brown) 20' long chain link fence at both the Eastern and Western Radius 40 L.F. x \$50/L.F. = \$2,000				\$ 2,000.00
5		Relocate Two Electrical Pedestals A and F North Approximately 10' Labor and Material (L.S.) = \$2000				\$ 2,000.00
6		Relocate Three Shower Trees. Add 30 L.F. Copper Supply Labor and Material (L.S.) = \$750				\$ 750.00
7		Provide Labor and Material for 20 L.F. x 10' Wrought Iron Fence at Western Exit				\$ 13,000.00
8		Provide (1) 3'6" x 8" W.I. gate with Panic Hardware at Western Exit 1 gate x \$3000				\$ 3,000.00
9		Provide 400 S.F. 5" Concrete w #4 at 16" o.c. 400 S.F. x 7/S.F. = \$2800				\$ 2,800.00
10		Provide 80 L.F. 6" x 8" wide concrete curb 80 L.F. x \$6.00/L.F. = \$480				\$ 480.00
11		Relocate and remove existing 10' Fence x 10 L.F. at player ramp entrance Labor and Material (L.S.) = \$1500				\$ 1,500.00
12		Provide 10 sconces at Building "K" Labor, Conduit and Cabling \$300/sconce x 10 sconces = \$3000 Material/Light Fixtures \$600/sconce x 10 sconces = \$6000		\$ 8,000.00	\$ 3,000.00	\$ 9,000.00
12		Provide 5 downlights at Building K. Labor, Conduit, and Cabling \$300/downlight x 5 downlights = \$1500 Material/Light Fixtures \$200/Fixtures x 5 Light Fixtures = \$1000		\$ 1,000.00	\$ 1,500.00	\$ 2,500.00
14		Provide 4 Light Pole Footings Labor and Material \$750 x 4/Light Pole Footings = \$3000				\$ 3,000.00
15		12ft Light Standards (includes tax and delivery) 4/Light Standards x \$3000 = \$12000		\$ 12,000.00		\$ 12,000.00
16		Set 4 Pole lights and fixtures to Bldg. K Pull Box and 2" Conduit Material = \$750 Labor 2 men x 3 days x 8 hrs x \$65/hr = \$3120		\$ 750.00	\$ 3,120.00	\$ 3,870.00
17		6" SDR 35 Storm Drain Line 130 L.F. 7 (20' length) x \$70/length = \$490 Labor 2 men x 4 hrs x \$65 = \$520 Misc Fitting = \$90		\$ 580.00	\$ 520.00	\$ 1,100.00
18		Trench Drain 6" w x 106 L.F. +/- Stainless Steel \$42/L.F. x 106 L.F. = \$4452 Labor 2 men x 8 hrs x \$65/hr = \$1040		\$ 4,452.00	\$ 1,040.00	\$ 5,492.00
19		Landscape enhancement to Bldg. K and Visitor Bleacher western slope Material \$6400 (L.S.) Labor 3 men x 2 days x 8 hrs x \$65/hr = \$3120		\$ 6,400.00	\$ 3,120.00	\$ 9,520.00

-3,000  
-12,000  
-1,700  
Total  
Credit  
@ 16,700

Deduct Line Items  
14, 15, & 16 from  
HCC's Scope of Work

See attached  
"Itemized Back-up"  
Statement for Breakdown  
of Values

1/13/12

Line Items 14 and  
15 deducted from  
HCC scope

Remains in  
HCC scope of work

BLDG K  
FR=36530

Line Items 14 and  
15 deducted from  
HCC scope

EXIST. BLDG F  
(FR=36523)  
AF 0410475



Project: 1011-09 -- SJHHS 30 Meter Pool/Support Building  
Contract Number: 1011-09

DSA Number: A04-109690

## WORK ORDER

To: Horizons Construction Co. Int'l, Inc.  
1173  
N. Patt St.  
Anaheim, CA 92801

Work Order No. : 00037  
Date: 1/16/2012

Title: Work Order #37

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

### Description of Proposal:

Pursuant to the Architect of Record's Request For Information (RFI) response (#172 dated 8/16/11 & RFI #262 dated 12/12/11) and in preparation for the Environmental Health Department's Pre-plaster inspection, the following 3 items were required:  
Item 1) RFI 262 -- The fire sprinkler bell electrical conduit and cabling was installed per the Contract Document drawings (Sheet D/E1.11) which are in conflict with the California Fire Code requirements, and therefore needed to be relocated as per the Plumbing plan which was in conformance with the California Fire Code: (Refer to Attachment "A" dated 1/16/11).  
Item 2) RFI 172 -- The Contractual Drawings did not contemplate re-striping the "NO PARKING" letters at the student parking area on the West side of the Building "F". (Refer to Attachment "B" dated 1/6/12).  
Item 3) In order to obtain Orange & County Health Department's approval for pre-plaster installation the District elected to install temp fencing at the East end and West end of the pool deck area. As such, the District negotiated with the Contractor the full and final total in the amount noted below.

Item	Description	Amount
00001		\$3,650.00

### Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work 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 Work Order, unless otherwise provided in the Work Order.

### COST:

- ☒ Lump Sum **\$3,650.00** ☐ Not To Exceed \_\_\_\_\_
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices

### TIME:

- ☒ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at \_\_\_\_\_ days.
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: \_\_\_\_\_ Days: \_\_\_\_\_
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		2/3/12
Owner's Representative		1/20/12
Contractor		1/20/12
Architect of Record		1/20/2012
Inspector of Record		1/19/12

**SJJHS 30 Meter Pool/ Support Building BID # 1011-09**

**W.O. # 037**

**Itemized Back-up**

DATA DATE: 01/16/2012

**Add Fencing, striping and relocate Fire Sprinkler Bell conduit**

Refer to Attachment "A" "B", and "C" dated 01/16/2012

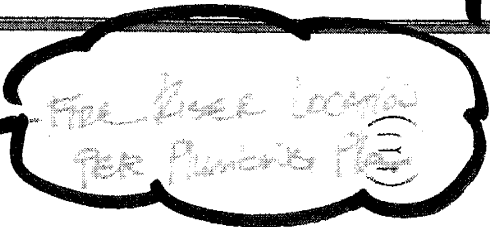
**Add**

ITEM NO.	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Re-route and install the fire sprinkler bell next to the fire riser in order to comply with California Building Standards per RFI 262 Labor 2 men x 8hrs x \$65/hr. = \$1040			\$ 1,040.00	\$ 1,040.00
2	Paint "NO PARKING" striping at student parking lot per RFI 172 \$75 ea. x 8/parking stalls = \$600 Lump Sum				\$ 600.00
3	Provide and install 1" Chainlink 50 L.F. x \$2.00 L.F. = \$1000 2 men x 4hrs x \$65 = \$520		\$ 1,000	\$ 520	\$ 1,520.00

Subtotal ADD	\$ 3,160.00
10% Sub Fee	\$ 316.00
Subtotal	\$ 3,476.00
5% G.C./Ins. Fee	\$ 173.80

**FULL AND FINAL TOTAL\* \$ 3,650**

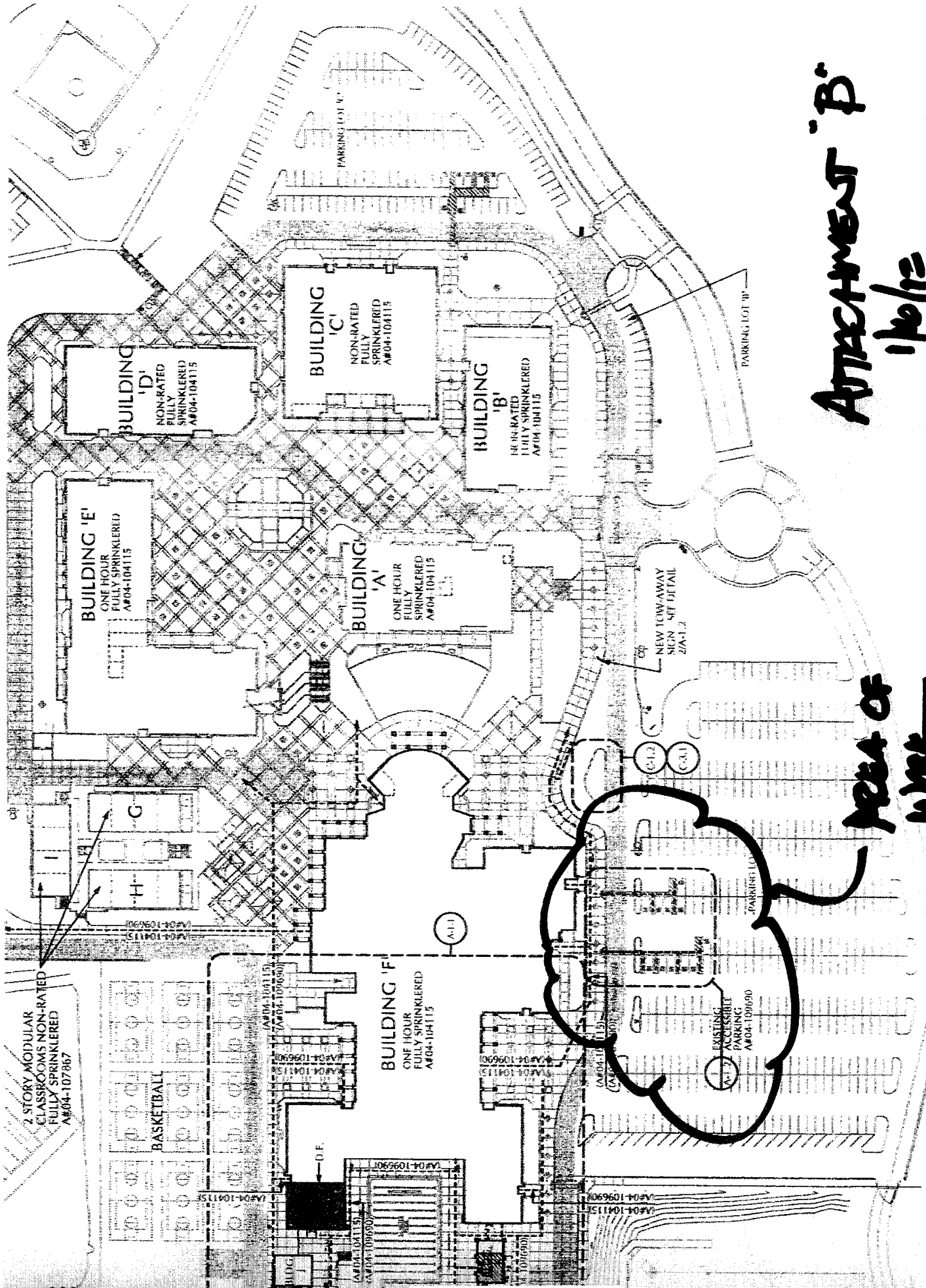
\*Rounded to nearest dollar



## CONSTRUCTION NOTES

- (CONTAINS THE COMPLETE RUN BETWEEN ALL STATIONS)  
 AND EACH BUS PROVIDES SEPARATE SEATING FOR WOMEN  
 & CHILDREN WITH SEPARATE SMOKING AND NON-SMOKING SECTIONS.



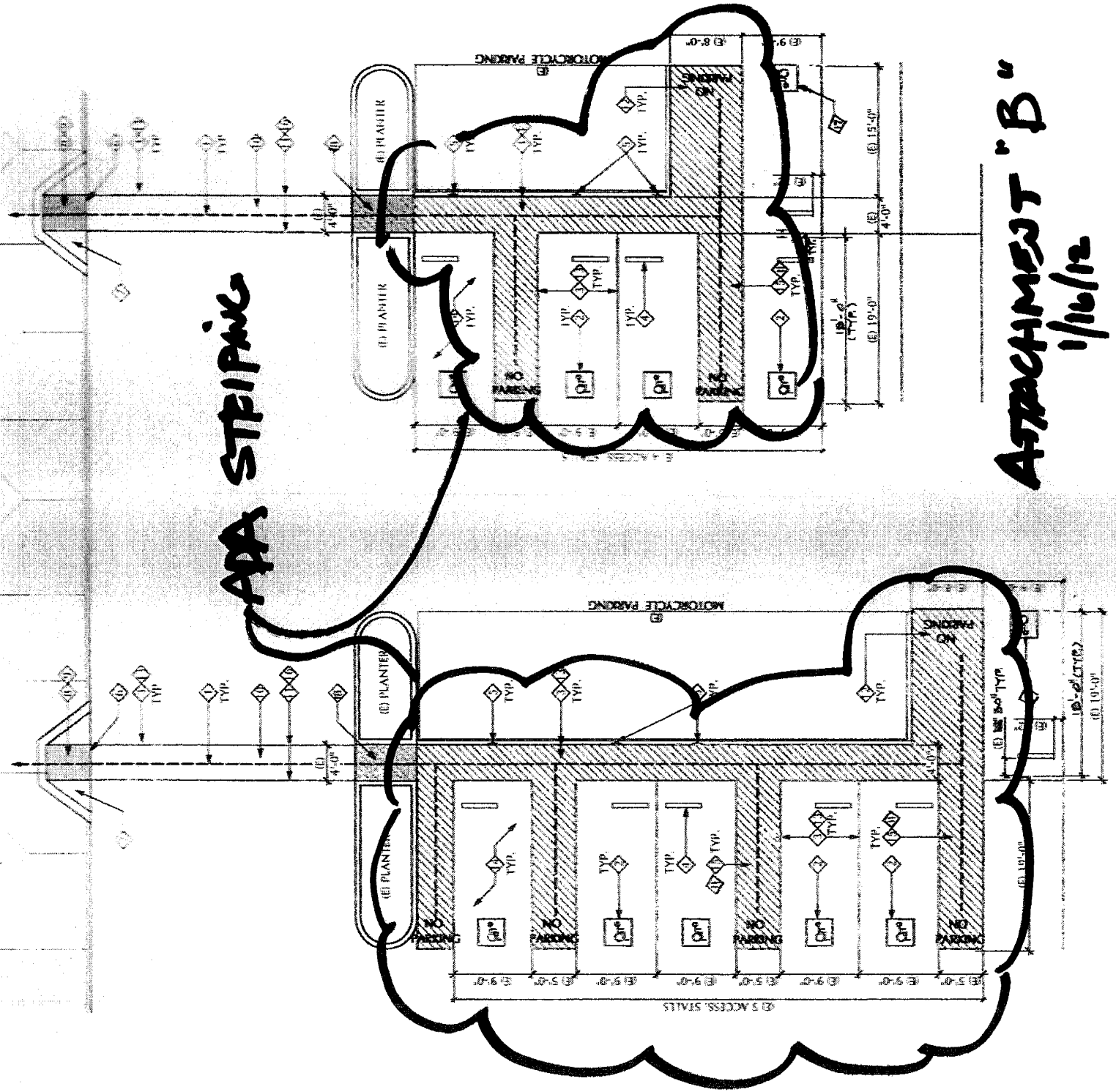


Attachment "B"  
1/6/12

- ADA STRIPING -

Area of  
Work

ADA STRIPING



ATTACHMENT "B"  
1/16/12

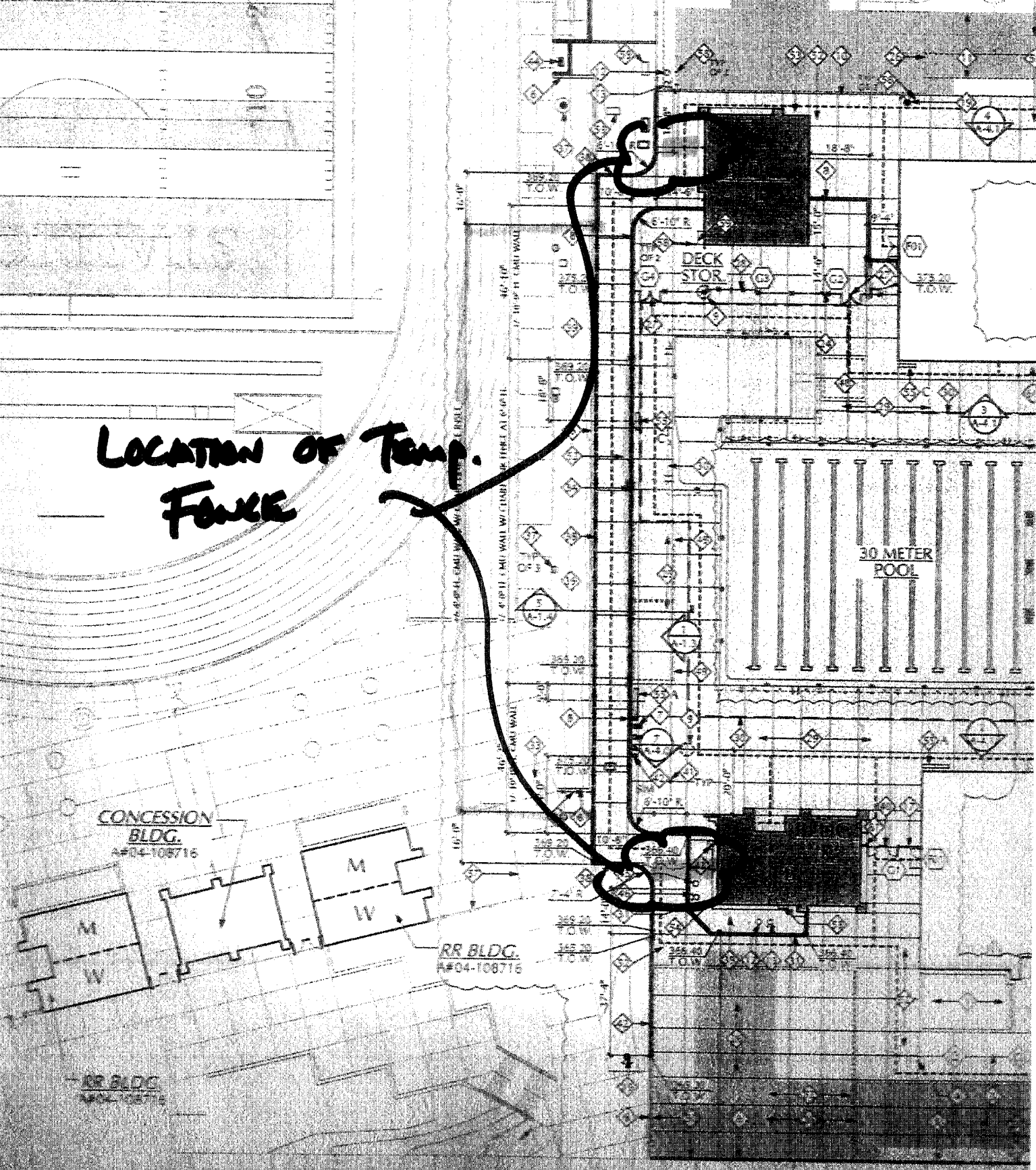
2/2

- 1. EXISTING 1"
- 2. EXISTING 2"
- 3. EXISTING 3"
- 4. EXISTING 4"
- 5. EXISTING 5"
- 6. EXISTING 6"
- 7. EXISTING 7"
- 8. EXISTING 8"
- 9. EXISTING 9"
- 10. EXISTING 10"
- 11. EXISTING 11"
- 12. EXISTING 12"
- 13. EXISTING 13"
- 14. EXISTING 14"
- 15. EXISTING 15"
- 16. EXISTING 16"
- 17. EXISTING 17"
- 18. EXISTING 18"

ATTACHMENT "C"

1/16/12

LOCATION OF Temp.  
Fence





Project: 1011-09 -- SJHHS 30 Meter Pool/Support Building  
Contract Number: 1011-09

DSA Number: A04-109690

## WORK ORDER

To: Horizons Construction Co. Int'l, Inc.  
1173  
N. Patt St.  
Anaheim, CA 92801

Work Order No. : 00038  
Date: 1/23/2012

Title: Remobilization for Pool Deck Work

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

### Description of Proposal:

The District had previously issued a Cease and Desist Notice as indicated within FON #169, December 23, 2012, which was related to Division of the State Architects (DSA) "Order to Comply," December 22, 2012, (reference to Attachment "A" dated 1/23/12). The District acknowledged the "Order to Comply" was a disruption of HCC's planned sequence work. The District officially removed the Cease and Desist pursuant to DSA rescinding the "Order to Comply" with the issuance of FON #169R1, January 10, 2012, (reference to Attachment "B" dated 1/23/12).

Therefore, due to the fact that the District had to issue FON #169 it was mutually negotiated and agreed upon with the Owner Representative and HCC that the contractual completion date would be extended eighteen (18) non-compensable calendar days. Therefore, the contractual completion date shall be revised from December 23, 2011 to January 10, 2012. As such, the District negotiated with HCC subsequent remobilization cost with the full and final total as reflected in the amount noted below.

Item	Description	Amount
00001		\$5,094.00

### Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work 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 Work Order, unless otherwise provided in the Work Order.

### COST:

- ☒ Lump Sum \$5,094.00 ☐ Not To Exceed \_\_\_\_\_
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices

### TIME:

- ☐ No Change ☐ Time Impact Unknown ☒ Impact to Contract completion is estimated at 18 days.
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: \_\_\_\_\_ Days: \_\_\_\_\_
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		1/23/12
Owner's Representative		1/25/12
Contractor		1/25/12
Architect of Record		1/1/12
Inspector of Record		1/25/25

**SJJHS 30 Meter Pool/ Support Building BID # 1011-09**

**W.O. # 038**

**Itemized Back-up**

DATA DATE: 01/23/2012

**Remobilizing at Pool**

Refer to Attachment "A" and "B" dated 01/23/2012

Add

ITEM NO.	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Remobilization for HCC's concrete subcontractor to complete pour of pool deck panels. Mobilization Lump Sum Price = \$1550 Rental Equipment = \$450	\$ 450.00		\$ 1,550.00	\$ 2,000.00
2	Remobilization for HCC's fence subcontractor to complete installation of pool deck fencing. Crane and Operator Lump Sum Price = \$2150 Welder Remobilization = 4hrs x \$65/hr. = \$260	\$ 2,150.00		\$ 260.00	\$ 2,410.00

Subtotal ADD \$ 4,410.00

10% Sub Fee \$ 441.00

Subtotal \$ 4,851.00

5% G.C./Ins. Fee \$ 242.55

**FULL AND FINAL TOTAL\* \$ 5,094**

\*Rounded to nearest dollar

*J.K.*

*H.C.*

c Attachment "A" ct  
1/23/2012 a



Project: 1011-09 – SJHHS 30 Meter Pool/Support Building

Purchase Order No.:

Contract Number: 1011-09

DSA Number:

A04-109690

## **FIELD OBSERVATION NOTICE**

FON No. : 00169

Date: 12/23/2011

Drawing :

Specification:

To: Hatem Ibrahim, Horizons Construction Co. Int'l, Inc.

From: John Karisson, Knowland Construction Services

Title:

Due Date:

Selective Cease and Desist

12/23/2011

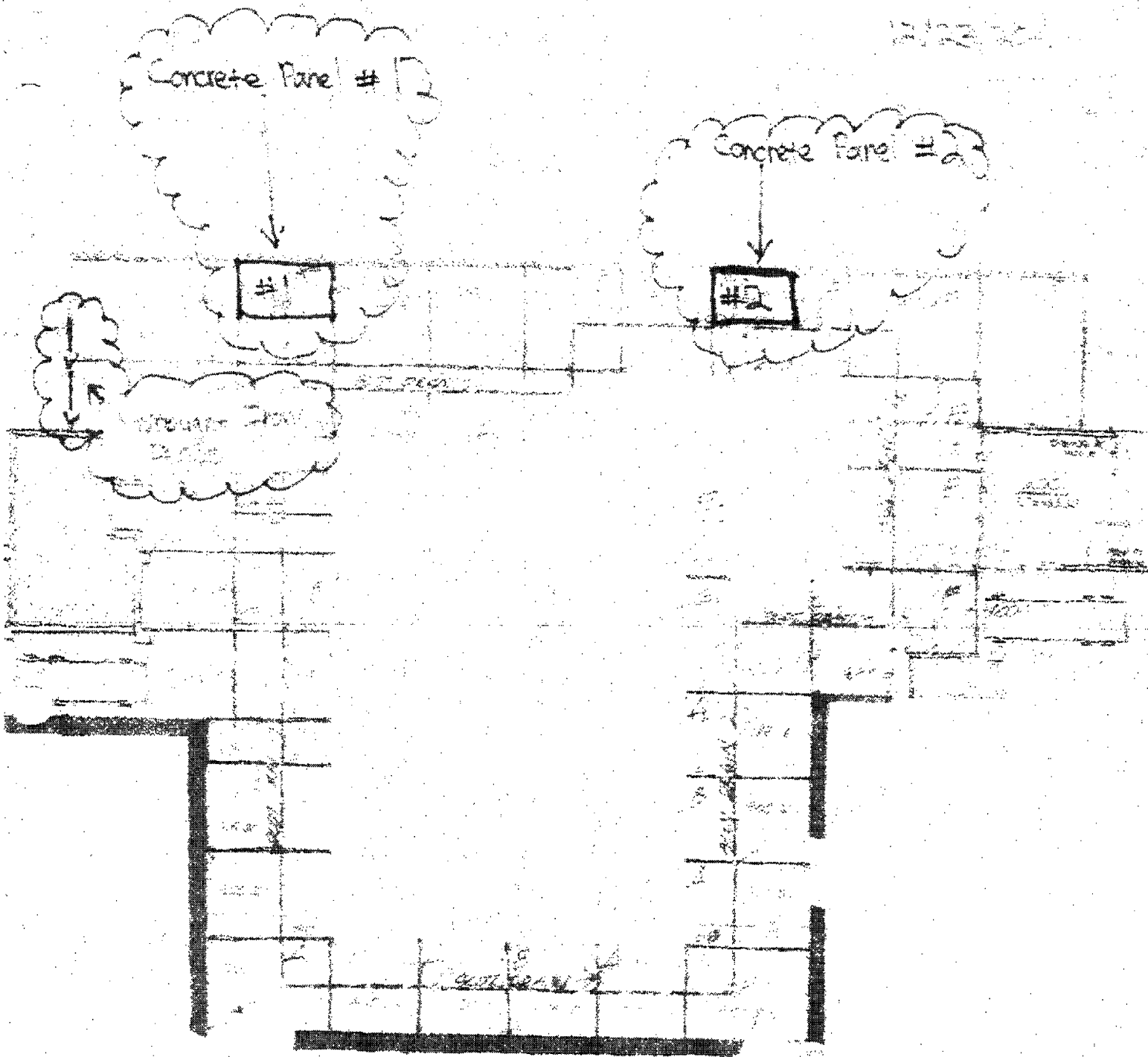
Remarks:

This shall serve as the District's formal notice that pursuant to the Division of State Architect's (DSA) "Order to Comply" letter dated 12/22/11. Horizon's shall immediately cease and desist the previously planned scheduled work on the West End Concrete Panel #1 and East End Concrete Panel #2 as noted in Attachment "A" dated 12/23/11. Additionally the work on the wrought iron fence North of Building "K" shall cease and desist.

The District acknowledges that this is a disruption of planned scheduled work and therefore a full and final Work Order will be forthcoming compensating Horizon's for the disruption of planned sequence work and the subsequent remobilization that will be necessary to complete the work.

Issued By: \_\_\_\_\_

12/23/20



2 of 2



Capistrano Unified School District  
Facility is  
San Juan Capistrano, CA 92675  
Attachment "B"  
1/23/2012

**Project:** 1011-09 -- SJHHS 30 Meter Pool/Support Building

**Purchase Order No.:**

**Contract Number:** 1011-09

**DSA Number:** A04-109690

## **FIELD OBSERVATION NOTICE**

**FON No. :** 00169R1

**Date:** 1/10/2012

**Drawing :**

**Specification:**

**To:** Hatem Ibrahim, Horizons Construction Co. Int'l, Inc.

**From:** John Karlsson, Knowland Construction Services

<b>Title:</b>	<b>Due Date:</b>
---------------	------------------

Resume Work	1/10/2012
-------------	-----------

<b>Remarks:</b>
-----------------

FON 169R1 dated 01/10/11 2nd Notice

This shall constitute the District's official removal of the Cease and Desist of the work on the West End Concrete Panel #1, East End Concrete Panel #2, and the wrought iron fence North of Building "K", (Refer to Attachment "A" dated 1/10/11.) Pursuant to the Division of State Architect's (DSA) rescinding the "Order to Comply" letter on 1/06/11. HCC shall re-start work in the above mentioned areas.

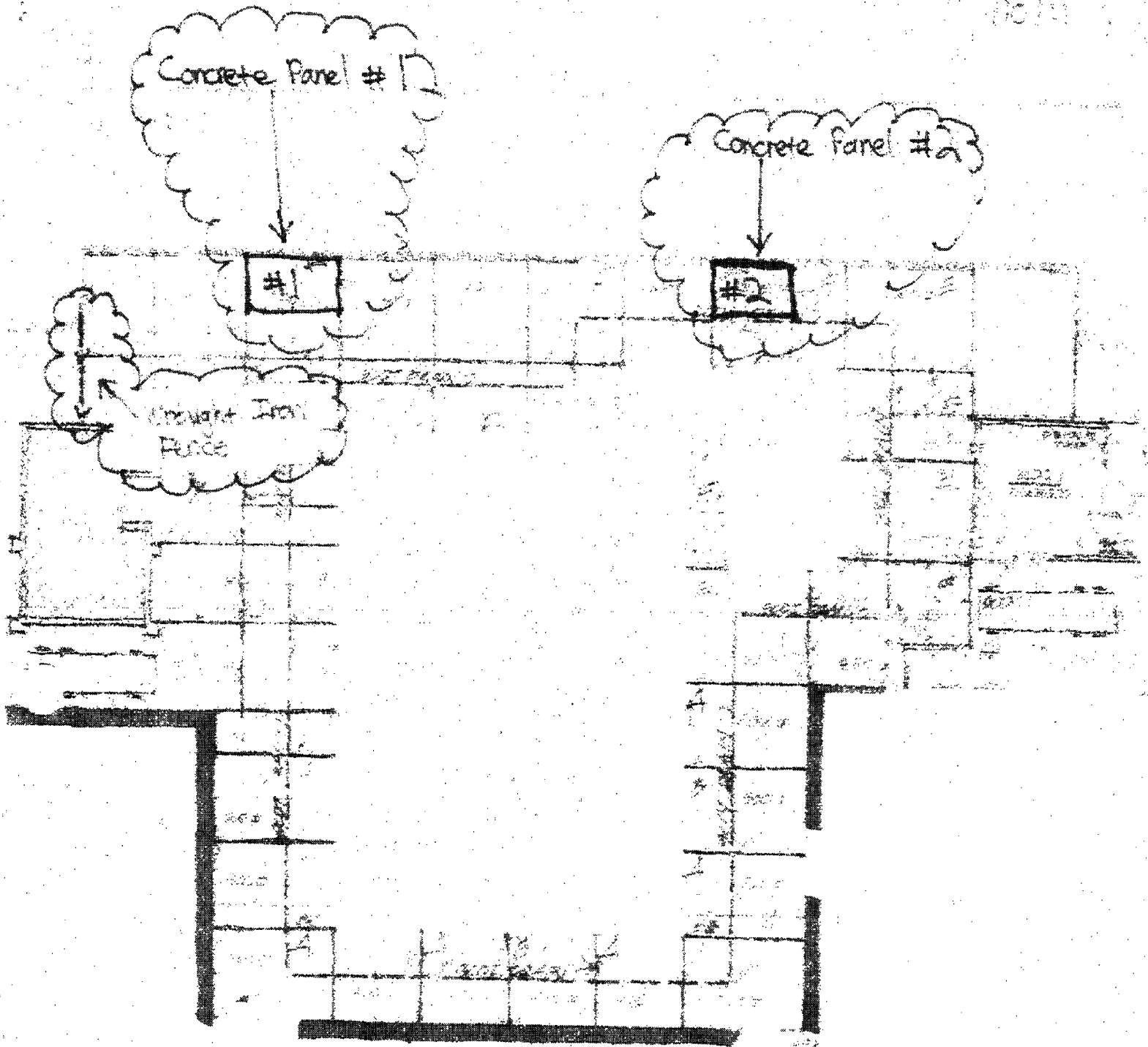
FON 169 dated 12/23/11 1st Notice

This shall serve as the District's formal notice that pursuant to the Division of State Architect's (DSA) "Order to Comply" letter dated 12/22/11. Horizon's shall immediately cease and desist the previously planned scheduled work on the West End Concrete Panel #1 and East End Concrete Panel #2 as noted in Attachment "A" dated 12/23/11. Additionally the work on the wrought iron fence North of Building "K" shall cease and desist.

The District acknowledges that this is a disruption of planned scheduled work and therefore a full and final Work Order will be forthcoming compensating Horizon's for the disruption of planned sequence work and the subsequent remobilization that will be necessary to complete the work.

**Issued By:** \_\_\_\_\_

10/11



Project: 1011-09 -- SJHHS 30 Meter Pool/Support Building  
Contract Number: 1011-09

DSA Number: A04-109690

## WORK ORDER

To: Horizons Construction Co. Int'l, Inc.  
1173  
N. Patt St.  
Anaheim, CA 92801

Work Order No. : 00039R-1  
Date: 2/2/2012

Title: Work Order #39 R-1

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. ~~This Work Order shall constitute a full and final settlement of any and all claims the Contractor has arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.~~ *WE*

### Description of Proposal:

Subsequent to the initial Division State Architect (DSA) Approved Construction Document dated February 11, 2009, DSA revised their interpretation of the Pool and Pool Deck occupancy and exiting requirements. When the District elected to delete the 10' wide East to West Pedestrian walkway, the Architect of Record (AOR) issued a Field Change Directive (FCD) #8 (dated January 20, 2012) to DSA for review and approval. DSA reviewed FCD #8 utilizing their revised interpretation of Pool & Pool Deck exiting, which necessitated the inclusion of four (4) @ 3'-6" wide x 7' high gates from the Pool Deck.

Item	Description	Amount
00001		\$24,817.00

### Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work 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 Work Order, unless otherwise provided in the Work Order.

### COST:

- ☒ Lump Sum **\$24,817.00** ☐ Not To Exceed \_\_\_\_\_
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices

### TIME:

- ☐ No Change ☒ Time Impact Unknown ☐ Impact to Contract completion is estimated at \_\_\_\_\_ days.
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: \_\_\_\_\_ Days: \_\_\_\_\_
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley	<i>Joe Farley</i>	2/3/12
Owner's Representative	<i>[Signature]</i>	2/2/12
Contractor	<i>[Signature]</i>	2/2/12
Architect of Record	<i>[Signature]</i>	2/2/12
Inspector of Record	<i>[Signature]</i>	2/2/12

# **SJJHS 30 Meter Pool/ Support Building BID # 1011-09**

**W.O. # 039**

## **Itemized Back-up**

DATA DATE: 01/26/2012

## **Field Change Directive #8 Work**

Refer to Attachment "A" 1/26/2012

**Add**

ITEM NO.	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Provide labor and material to install pair of 3' 6" x 7' 0" gates; provide 8' high vinyl coated fence w/ 1" links at Building J as noted in FCD #8. Gates to include interior kick plates and panic bar mounting plate w/ lock box. All materials galvanized and powder coated brown to match PVC coated chain link fence. Hardware, Labor and Material for 3 gates & fencing = \$7685				\$7,685.00 <i>JK</i>
2	Furnish and install stainless panic bars, closers and exterior handle (schlage core). Hardware, labor and materials = \$4582				\$4,582.00 <i>JK</i>
3	Provide labor and material to install approximately 12 L.F. 10' high vinyl coated fence at Building J as noted in FCD #8. \$83.33/L.F. x 12L.F. = \$1000				\$1,000.00 <i>JK</i>
4	Provide labor and material to install 3' 6" x 7' 0" gate and panic hard at Building K as noted in FCD#8 1 Gate Lump Sum Price = \$3500				\$3,500.00 <i>JK</i>
5	Rework existing Wrought Iron Fence to accommodate 3'6" x 7'0" Gate as noted in FCD #8 2 men x 8hrs x \$65/hr = \$1040				\$1,040.00 <i>JK</i>
6	Provide labor and to demo existing concrete Demo 2 men x 8rs x \$65/hr = \$1040 Form 6" curb northwest of Building "K" 2 men x 6hrs. x \$65/hr. = \$780 Material = \$450 Equipment = \$230	\$230.00	\$450.00	\$1,820.00	\$2,500.00 <i>JK</i>
7	HCC framed a 6" curb that was later deleted from the scope of work per FCD #8 2 men x 6hrs x \$65/hr. = \$780 Equipment = \$400	\$400.00		\$780.00	\$1,180.00 <i>JK</i>

Subtotal ADD \$21,487.00

10% Sub Fee \$2,148.70

Subtotal \$23,635.70

5% G.C./Ins. Fee \$1,181.79

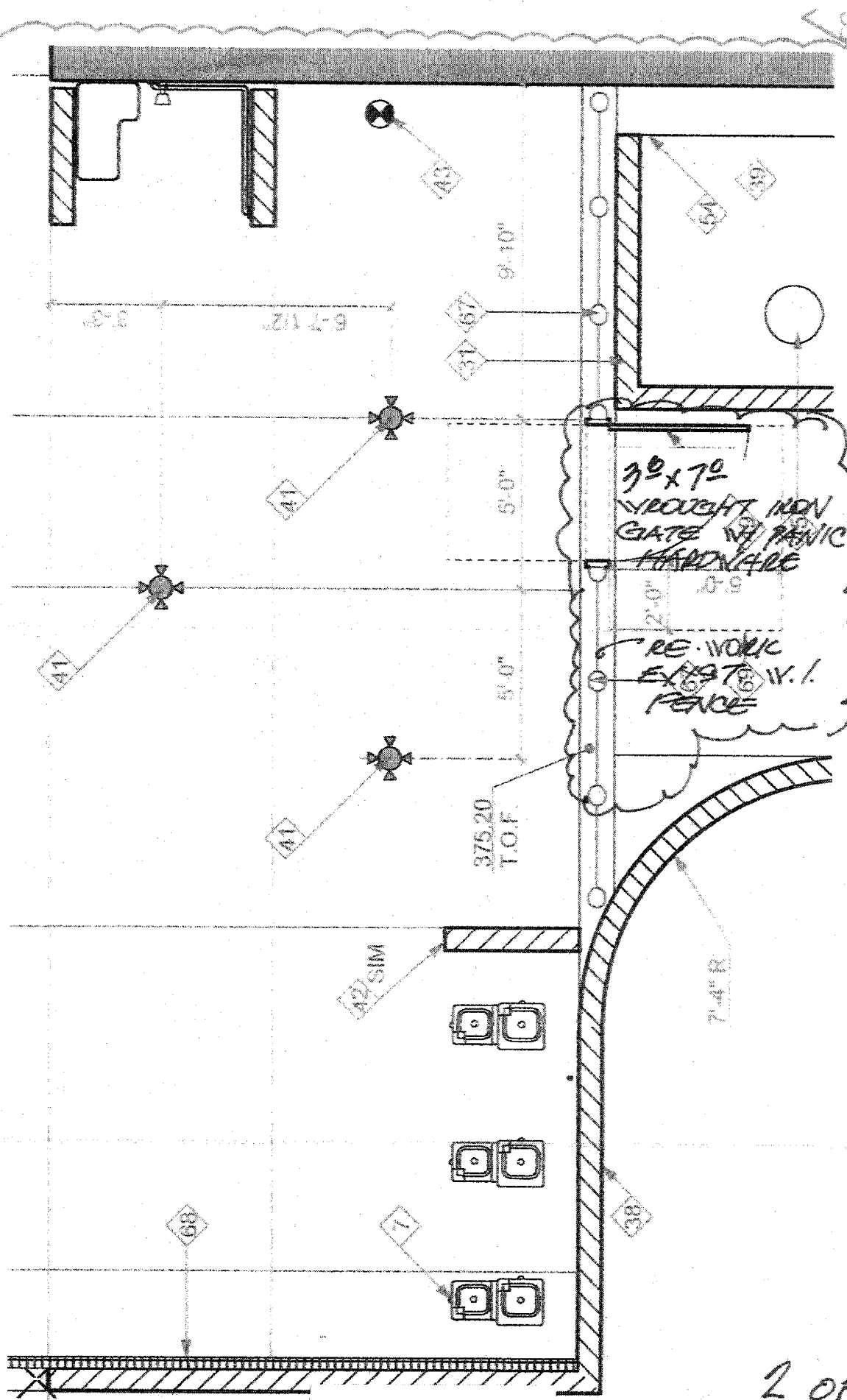
**FULL AND FINAL TOTAL\* \$24,817**

\*Rounded to nearest dollar

1/27/12  
APPROVE  
DOLLAR AMOUNTS  
*John Cepher*  
FOR HORIZONS  
BOST.

F.C.D #8

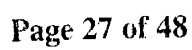




**(B) ENLARGED DECKPLAN**  
 SCALE: 1/4" = 1'-0"

2 OF 2

Figure 1





State of California • Arnold Schwarzenegger, Governor  
State and Consumer Services Agency

DEPARTMENT OF GENERAL SERVICES

**Division of the State Architect**

San Diego Regional Office • 10920 Via Frontera, Suite 300 • San Diego, CA 92127  
(858) 674-5400 • Fax (858) 674-5471 • [www.dsa.dgs.ca.gov](http://www.dsa.dgs.ca.gov)

**ADDENDUM, CHANGE ORDER, DRAWING, DEFERRED APPROVAL WORKSHEET AND TRANSMITTAL MEMO**

SSS 143-1 (Revised 12/06)

File Number: 30- 9

Application: 04- 109690

Job SAN JUAN HILLS HS - 30 METER POOL

Change Order No.	Addendum No.	Deferred Submittal	Clarifications	Field Change Document	Other
				<u>B</u>	
List of Material Received:	A. Master Copy (2) ORIGINAL COPIES				
	B. Copies				
Resubmitted: <u>1/23/12</u>	C. Tracing(s) each	of Sheet(s) Number(s)			
Amount of Change:	D. Print(s) each	of Sheet(s) Number(s)			
\$	E.				
	F.				
List of Material Approved:	<u>See above</u>				
List of Material <input type="checkbox"/> Sent <input checked="" type="checkbox"/> Handed <input type="checkbox"/> Faxed	To: <input checked="" type="checkbox"/> Architect <input type="checkbox"/> Structural Engineer	Company: <b>PJHM ARCHITECTS</b>			Attention: <b>PAULINA SAUCEDO</b>
	Item:	<b>647 CAMINO DEL LOS MARES, SUITE 201 SAN CLEMENTE, CA 92673</b>			
	Copies:	Phone # (949) 496-6191 Fax # (949) 496-0269			
Remaining Requirements: <input type="checkbox"/> None	<input type="checkbox"/> Corrections Required <span style="float: right;"><input checked="" type="checkbox"/> Change Order Required</span> If Corrections are required, please submit the following: 1. Intact marked up check set. 2. This transmittal memo. 3. Two corrected copies of submittal. 4. Calculations and other back-up information. 5. Drawings bearing preliminary approval stamps to avoid re-review whenever possible. Remarks:				
Notes for Clerical Use Only:	<input type="checkbox"/> Please Make File Copy of: _____ <input type="checkbox"/> Extend Plans and Specs Approval to Cover: _____ <input type="checkbox"/> Revised Plans and Specs. <input type="checkbox"/> Other: _____ <input type="checkbox"/> Additional: Plans and Specs Scope Increase: Type of Approval: _____				
Checked by:	SSS Jay Kinhal	FLS	<input type="checkbox"/> Not Required	ACS	<input type="checkbox"/> Not Required
Approved by:	<u>J. Kinhal</u>	<u>EFREN</u>		<u>KE166</u>	
Date:	<u>1/23/12</u>	<u>1/23/12</u>		<u>1/23/12</u>	<u>1/6</u>

# field change document

FIELD CHANGE DOCUMENT NO:A-08

DATE: 1/5/2012  
REVISED 1/20/12  
PROJECT: CUSD San Juan Hills HS Pool  
A.#04-109690 / File #30-9

## SHEET C-3A SITE GRADING PLAN

- A. ~~Revise elevations of catch basins at slot drain per field survey.~~
- B. ~~Revise concrete deck finish surface elevations; adjust pool deck cross slopes per field survey~~
- C. ~~Add trench drain at pool side of northerly wall for entire length of wall in east to west direction.~~
- D. ~~Add legend to indicate As-Built elevations per field survey.~~
- E. ~~Revise planter and elevations at northwest corner of Building "K" per field survey.~~
- F. ~~Add planters at northeast corner of Building "J", and at north edge of courtyard west of Building "K".~~
- G. ~~Revise courtyard elevations west of Building "K".~~
- H. ~~Revise masonry wall and fencing between Buildings "F" and "J".~~
- I. ~~Revise drinking fountain and shower locations north of Building "K".~~
- J. ~~Revise Mueser light pole location at northwest of pool per field survey notes.~~
- K. ~~Indicate additional existing concrete to remove and replace at perimeter of courtyard west of Building "K".~~

## SHEET C-4A SITE DRAINAGE PLAN

- A. ~~Add trench drain along the south (poolside) face of the northerly masonry wall for the entire east-west direction.~~
- B. ~~Revise slot drain catch basin elevations per field survey.~~
- C. ~~Revise shower drain locations.~~
- D. ~~Revise background to show added planters north of Building "J" and south of Building "K".~~

## SHEET C-5 SITE SEWER PLAN

- A. ~~Revise shower drain locations north of Building "K".~~
- B. ~~Revise background to show added planters, well revisions, and added trench drain at northerly wall.~~

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SD#804 Pier View Way #103 • Oceanside CA 92054 P#760-730-5527

2/6

247  
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# field change document

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OC 24461 Ridge Route Drive #100 • Laguna Hills CA 92653 P 949-496-6191  
SD 804 Pier View Way #103 • Oceanside CA 92054 P 760-730-5527

## SHEET C-6 SITE WATER PLAN

- A. ~~Relocate existing fire hydrant to the west, due to extension of planters.~~

## SHEET A-1.0 SITE PLAN

- A. ~~Revise Site Plan at clouded area to graphically show changes made per FCD-08~~

## SHEET A-1.1 ENLARGED SITE PLAN

- A. At Site Plan Keynotes, revise keynotes 9, 17, 27, 49 and add keynotes 62 - 69.
- B. ~~At north end of pool deck, delete interior site wall in its entirety and all associated amenities including, but, not limited to the following:~~
- a) ~~Deduct approximately 125' of 10' high 8"X4"X16" clumpstone block.~~
  - b) ~~Deduct approximately 100' of 4' high 8"X4"X16" clumpstone block~~
  - c) ~~Deduct twelve (12) Type 7 light fixtures and associated conduit, wiring and circuitry (reference ESK-4).~~
  - d) ~~Deduct approximately 6225 Lb of waterproofing (reference 3(A-1.3)).~~
  - e) ~~Deduct approximately 450 Lb of 1/2" fiber board with elastomeric sealant both sides of wall (reference 3(A-1.3)).~~
  - f) ~~Deduct approximately 100 Lb of 6' 0" high vinyl coated chain link fence with post and rails (reference A-1.4).~~
- B. ~~At north end of pool, expand pool deck to northern edge wall to remain, relocate various deck amenities to northern edge wall. Provide new continuous trench drain at northern edge wall, also refer to Civil drawings.~~
- C. At east side of pool deck, revise fencing at Deck Storage area, add new fencing and gates at north side of Building 'J'. Add Enlarged Gate Plan "A" at top of sheet for this area. Add planter at northeast corner of Building 'J' and revise Path Of Travel to accommodate planter.
- D. At northwest corner of pool deck, revise locations of drinking fountains and deck shower trees. Add fencing and gate. Add Enlarged Deck Plan "B" at upper left of sheet for this area.
- E. ~~At west courtyard (outside pool deck), delete existing ground level and all amenities. Revise extent of new concrete paving. Add exterior light fixtures, also refer to Electrical drawings.~~
- F. ~~At existing planter north of west courtyard (at all existing), deduct 6" curb only, type 1-4 per A.P.W.A., S.P.W.A., STD, plan No. 120-1. Deduct existing ground level and all amenities required to install new 6" curb.~~
- G. Delete new aluminum bleachers from pool deck and scope of work.

W.O. #39  
TYP.

## SHEET A-1.2 SITE DETAILS

- A. Add detail 2 Metal Fence Gate Elevation in its entirety.
- B. ~~At detail 11 Retaining Wall Detail, revise to show pool deck existing and new trench drain to wall.~~
- C. ~~At detail 11 Retaining Wall Detail, revise to show pool deck existing and new trench drain to wall.~~

3/6

# field change document

## SHEET A-1.3 SITE DETAILS

- A. ~~Revise detail 1 Retaining Site Wall Elevation to show northern edge wall to remain per revised site plan.~~
- B. ~~Detail 1 Retaining Site Wall Elevation to show northern edge wall to remain per revised site plan.~~

## SHEET A-1.4 SITE DETAILS

- A. Revise detail 1 Chain Link (C.L.) Fence/Gate Detail to show Panic Hardware at gate.
- B. ~~Revise detail 1 Chain Link (C.L.) Fence/Gate Detail to show Panic Hardware at gate.~~
- C. ~~Add detail 4 Shower Plan, revise Plan 'A' and Elevation 'B' to provide shower wall in lieu of deleted interior site wall.~~

## SHEET A-2.0A BUILDING DATA AND EXITING PLAN

- A. ~~Update drawing background site plan based on changes made per this ECD.~~
- B. ~~Update drawing background pool plan based on selection of "Alternate" pool plan (per original DSA approved plans).~~
- C. ~~Revise occupant load at Pool, based on revised "Alternate" pool configuration.~~
- D. ~~Add occupant discharge to pool area from existing Building 'F' (occupants and exit locations per DSA approved plans A#04 104115 and A#04 111543, reference sheets attached).~~
- E. ~~Show exit path and occupants exiting from pool area at east and west side gates including exit width calculations.~~
- F. ~~Revise Safe Disposal Area at west side per revised exiting at west gate, add Safe Disposal Area at east side for occupants exiting at gate.~~

## SHEET A-4.0 EXTERIOR ELEVATIONS AND DETAILS

- A. At Exterior Elevation Keynotes, revise keynotes 3 and 9, and add keynotes 24 - 28.
- B. Revise exterior elevations 2, 5, 6, 7 and 9 at Buildings 'J' and 'K' per plan revisions.

## SHEET A-8.0 OPENING SCHEDULE, SIGN DETAILS, DOOR TYPES AND FRAME DETAILS

- A. At Opening Schedule, revise openings G2 and G4, and add openings G5 and G6. Also refer to sheet A-1.1 Enlarged Site Plan for locations of openings.

## SHEET E-0.1 SYMBOL LIST, GENERAL NOTES AND SINGLE LINE DIAGRAM

- A. ~~Provide Fixture Type 'Q' and associated pole base detail per sheet ESK-1~~

## SHEET E-0.3 PANEL SCHEDULES AND DETAILS

- A. ~~Modify Panel Schedule "PH 1" per sheet ESK-2~~

## SHEET ES.1 ELECTRICAL SITE PLAN

- A. ~~Modify power and lighting layout to add exterior light fixtures at west side of west courtyard per sheet ESK-3~~
- B. Revise pool deck electrical plan per architectural plan revisions per sheet ESK-4

# field change document

SHEET F2.1 POOL BUILDING 'K' ELECTRICAL PLANS

A. ~~Revision plan for Pool Building 'K' Lighting Plan to add exterior light fixture per sheet ECM-5.~~

END OF FIELD CHANGE DOCUMENT A-08

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SD 804 Pier View Way #103 • Oceanside CA 92054 P 760-730-5527



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HARDWARE GROUP  
Gate Opening G4, G5, G6  
Each opening to have

1	EXIT DEVISE	FRBK54 X MT54	695	VON
1	MORTISE CYLINDER	1000	613	COR
1	I/C RIM CYLINDER	3080	613	COR
1	SURFACE CLOSURE	4041TJ X 4040-18G X SRI	695	LCN
1	8" X 20" X 14ga	PLATE WELDED TO GATE FRAME FOR CLOSURE MOUNT		
1	4" X 1/4"	ANGLE IRON W/ BANDS ATTACHED TO OVERHEAD TRANSOME		

Balance of hardware by Gate Manufacture see specifications and 1/A-1.4 (revised FCD #008)

WO. #39

SAN JUAN HILLS HIGH SCHOOL  
STADIUM COMPLETION  
WORK ORDER #39  
FCD #008

6/6  
251



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

DSA Number: A04-109690

## WORK ORDER

To: Horizons Construction Co. Int'l, Inc.  
1173  
N. Patt St.  
Anaheim, CA 92801

Work Order No. : 00040  
Date: 2/7/2012

Title: Ceramic Cove @ (2) Changing Room(s)

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

### Description of Proposal:

The approved contract drawings incorrectly specified the wall cove base material within (2) Changing Rooms K104 and K106. Therefore additional provisions are required to change-out the erroneous specified vinyl cove base with an approved ceramic base as per Environmental Health Department's regulations; reference the attached Bulletin #7 dated 2/8/12, Health Department's Correction Report dated 2/7/12 and approved detail of Floor Plan. As required, new ceramic cove base shall be installed with matching color and grout as noted in approved plans. As such, the District negotiated with the Contractor the full and final total in the amount noted below.

Item	Description	Amount
00001		\$8,547.00

### Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work 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 Work Order, unless otherwise provided in the Work Order.

### COST:

- ☒ Lump Sum **\$8,547.00** ☐ Not To Exceed \_\_\_\_\_
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices

### TIME:

- ☐ No Change ☒ Time Impact Unknown ☐ Impact to Contract completion is estimated at \_\_\_\_\_ days.
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: \_\_\_\_\_ Days: \_\_\_\_\_
- ☐ The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		2/10/12
Owner's Representative		2/10/12
Contractor		2/10/12
Architect of Record		2/10/12
25 Inspector of Record		2/10/12

**SJJHS 30 Meter Pool/ Support Building BID # 1011-09**

**W.O. # 040**

**Itemized Back-up**

DATA DATE: 02/07/2012

**Ceramic Cove @ Changing Room(s) #K104 & K106**

Refer to Attachment "A" 2/07/2012

**Add**

ITEM NO. CUSD	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1	Provide labor too install new Ceramic Cove Base 4 men x 24hrs x \$65/hr = \$6200.			\$6,200.00	\$6,200.00
2	Provide material to complete work activity: 3 Boxes of White Ceramic Cove Base x \$150/box = \$450 3 Boxes of Tan Ceramic Cove Base x \$150/box = \$450 Color Tile Grout and ThinSet = \$300		\$1,200.00		\$1,200.00

Subtotal ADD \$7,400.00

10% Sub Fee \$740.00

Subtotal \$8,140.00

5% G.C./Ins. Fee \$407.00

**FULL AND FINAL TOTAL\* \$8,547**

\*Rounded to nearest dollar



ATTACHMENT "A"

2.8.12

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

Purchase Order No.:

Contract Number: 1011-09

DSA Number: A04-109690

## BULLETIN

Bulletin No. : 00007

Date: 2/8/2012

Drawing :

Specification:

To: Korin Lawing, Capistrano Unified School District

From: Christian Cochrun, PJHM Architects

Title:

Due Date:

Changing Room Base Revision

Remarks:

Per the OC Heath Departments inspection on 2/7/2012, revise the cove base material in rooms K104 and K106 from rubber base to coved ceramic tile. Use DalTile slim foot cove base. Color shall be daltile 0135 Almond.

Christian Cochrun, PJHM Architects, Inc. 2/8/2012

Issued By: \_\_\_\_\_

Commence the work described above immediately. In the event of a dispute of interpretation of the requested work, resolution shall be pursuant to the General Conditions Article 4.5 Disputes.

☐

\* This response was provided FOR INFORMATION ONLY and does not affect the Contract.

☐

\* This response is a CLARIFICATION OF THE CONTRACT (NO COST or TIME EFFECT)

☒

\* This response is a MINOR CHANGE to the Contract with no affect to the Contract cost or time (NO COST OR TIME EFFECT)

☐

\*\* This response CHANGES the Contract with an anticipated affect to Contract cost and/or time. (COST/TIME EFFECT). The District shall issue a Work Order to the Contractor.

\* This does not modify contract cost or time. If the recipient believes that the Bulletin affects contract cost or time, the recipient shall respond in writing in accordance with the Contract.

1/4

- ☐ FOOD FACILITY
- ☐ SWIMMING POOL
- ☐ SPA POOL
- ☐ WADING POOL
- ☐ SPECIAL USE POOL

- ☐ NEW CONSTRUCTION
- ☐ REMODEL

PR# \_\_\_\_\_



**ATTACHMENT "A"**  
**2/7/12**

County of Orange, Health Care Agency  
Environmental Health  
Plan Check and Construction Section  
1241 E. Dyer Rd., Ste. 120, Santa Ana, CA 92705  
Telephone (714) 433-6074 Fax (714) 433-6424

## CONSTRUCTION REPORT

- ☐ FINAL INSPECTION
- ☐ PRELIMINARY INSPECTION
- ☐ PREPLASTER INSPECTION
- ☐ PREGUNITE INSPECTION
- ☐ FOLLOW-UP INSPECTION
- ☐ CONSULTATION
- ☐ CANCELLED PLAN

SR# \_\_\_\_\_

P/E \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_

DBA \_\_\_\_\_ ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

SITE CONTACT PERSON \_\_\_\_\_

All construction must be completed in accordance with the requirements of the Orange County Health Care Agency and the appropriate State Laws.

The following items shall be corrected by:

☐ PLAN CHECK FOLLOW-UP

☐ FPP FOLLOW-UP

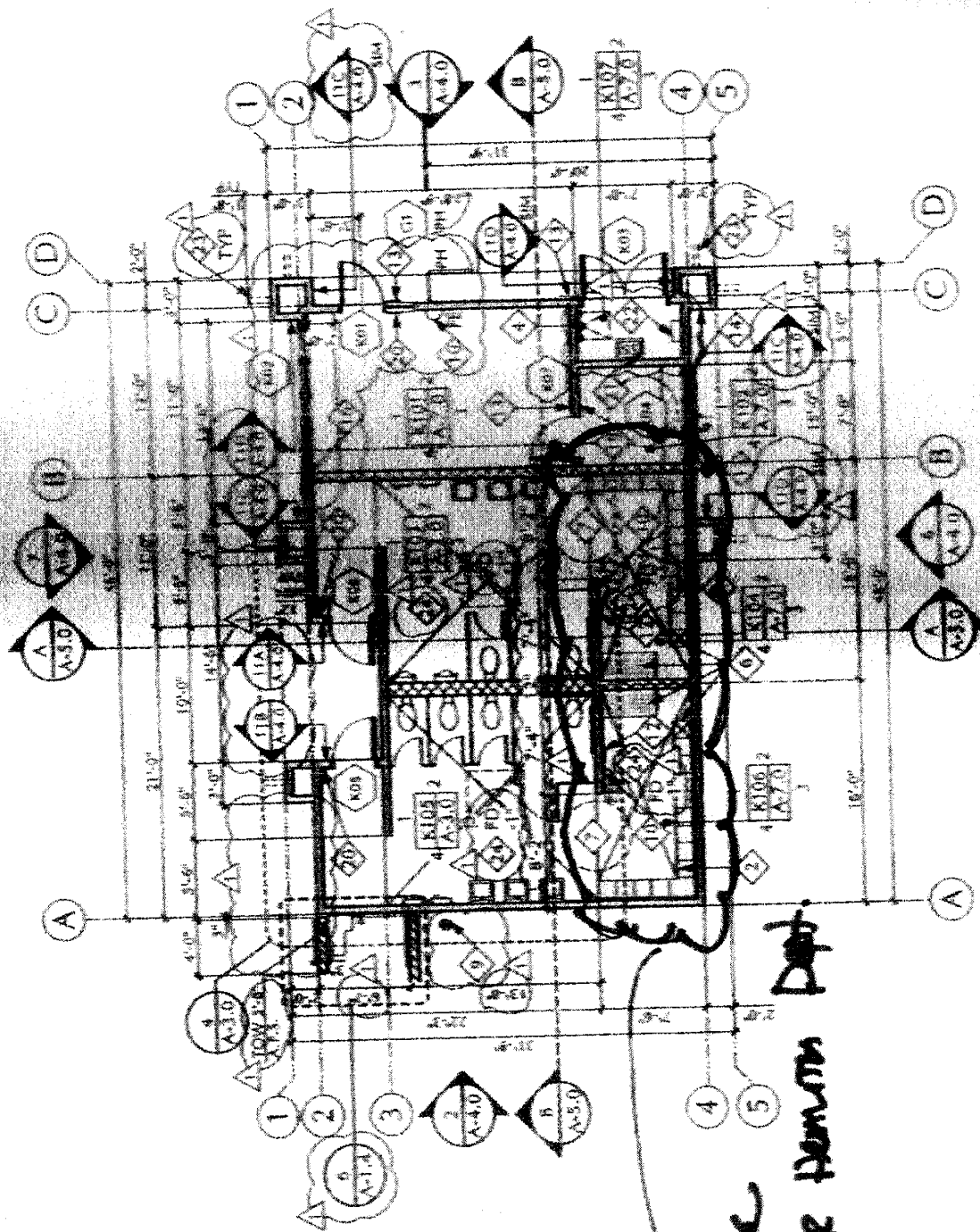
*HEALTH DEPT.  
CERAMIC COVE ~~BOX~~ ~~REMOVED~~*

SPECIALIST \_\_\_\_\_

\_\_\_\_\_  
RECEIVED DATE

DATE \_\_\_\_\_

255



Ceramic  
Cove Floor  
Required per Demos Dept.

BUILDING 'K' FLOOR PLAN

3/4





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

DSA Number: A04-109690

## WORK ORDER

To: Horizons Construction Co. Int'l, Inc.  
1173  
N. Patt St.  
Anaheim, CA 92801

Work Order No. : 00041  
Date: 2/10/2012

Title: Health Dept Temp Fence, Delete scrub

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

### Description of Proposal:

Subsequent to the Environmental Health Department's 'Pool Pre-Plaster Inspection,' dated January 9, 2012, a temporary fence was installed to support and secure the Health Department's pool site approval. In conformance to the Health Department's rules and regulations it was imperative for public safety the pool area be secured prior to filling the pool with water. Reference, Attachment 'A' dated February for locations where temporary fencing was installed.

Upon further review the District has deleted 'shrubbery' from the Scope of Work located northeast of Building J; reference Attachment 'B' dated February 13, 2012.

Item	Description	Amount
00001		\$716.00

### Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work 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 Work Order, unless otherwise provided in the Work Order.

### COST:

- ☒ Lump Sum **\$716.00** ☐ Not To Exceed \_\_\_\_\_
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices

### TIME:

- ☒ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at \_\_\_\_\_ days.
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: \_\_\_\_\_ Days: \_\_\_\_\_
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		2/22/12
Owner's Representative		2/21/12
Contractor		2/20/2012
Architect of Record		2/27/12
Inspector of Record		2/21/12

# **SJJHS 30 Meter Pool/ Support Building BID # 1011-09**

## **Work Order #41 Itemized Back-up**

Temporary Fencing for Health Department's pool approval

Add

ITEM NO.	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Provide labor and material to install approximately 50 L.F. x 8ft. high ,galvanize coated, 1inch chain-link fence at Building J& K. Labor includes the fence installation and removal. \$2.00/L.F. x 50L.F. = \$1000 2 men x 4hrs x \$65/hr = \$520		\$1,000.00	\$520.00	\$1,520.00
					Subtotal ADD \$1,520.00
					10% Sub Fee \$152.00
					Subtotal \$1,672.00
					5% G.C./Ins. Fee \$83.60
					Subtotal \$1,756.00
2	Credit to District for labor; Excluding shrub @ northeast of Bldg J 2 men x 8hrs x \$65/hr = (\$1040)			\$(1,040.00)	\$(1,040.00)
					<b>FULL AND FINAL TOTAL* \$716</b>

\*Rounded to nearest dollar



260

ST. ROOT SHALL BE DEPTH OF ROOT  
BALL PLUS 6"

\* MILL ON GRADE WHERE ADJACENT TO  
CONCRETE CURBING, WALL OR BUILDING

DOUBLE STAKING DETAIL

ROOT BARRIER DETAIL

SHRUB PLANTING DETAIL

# ATTACHMENT 'B'

2.13.12

Deluxe  
Shrub

2/2



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

DSA Number: A04-109690

## WORK ORDER

To: Horizons Construction Co. Int'l, Inc.  
1173  
N. Patt St.  
Anaheim, CA 92801

Work Order No. : 00042  
Date: 3/13/2012

Title: Deduction of Fire Riser Cage

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

### Description of Proposal:

The A.O.R. has confirmed that the fire riser cage is not a code required enclosure, as such, the District has elected to eliminate the fire sprinkler riser cage called out on Sheet A-1.1, note #43 see Attachments "A" and "B" dated 3/13/2012. The District shall take possession of delivered material as is. As such, the District negotiated with the contractor a full and final amount noted below.

Item	Description	Amount
00001		(\$500.00)

### Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work 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 Work Order, unless otherwise provided in the Work Order.

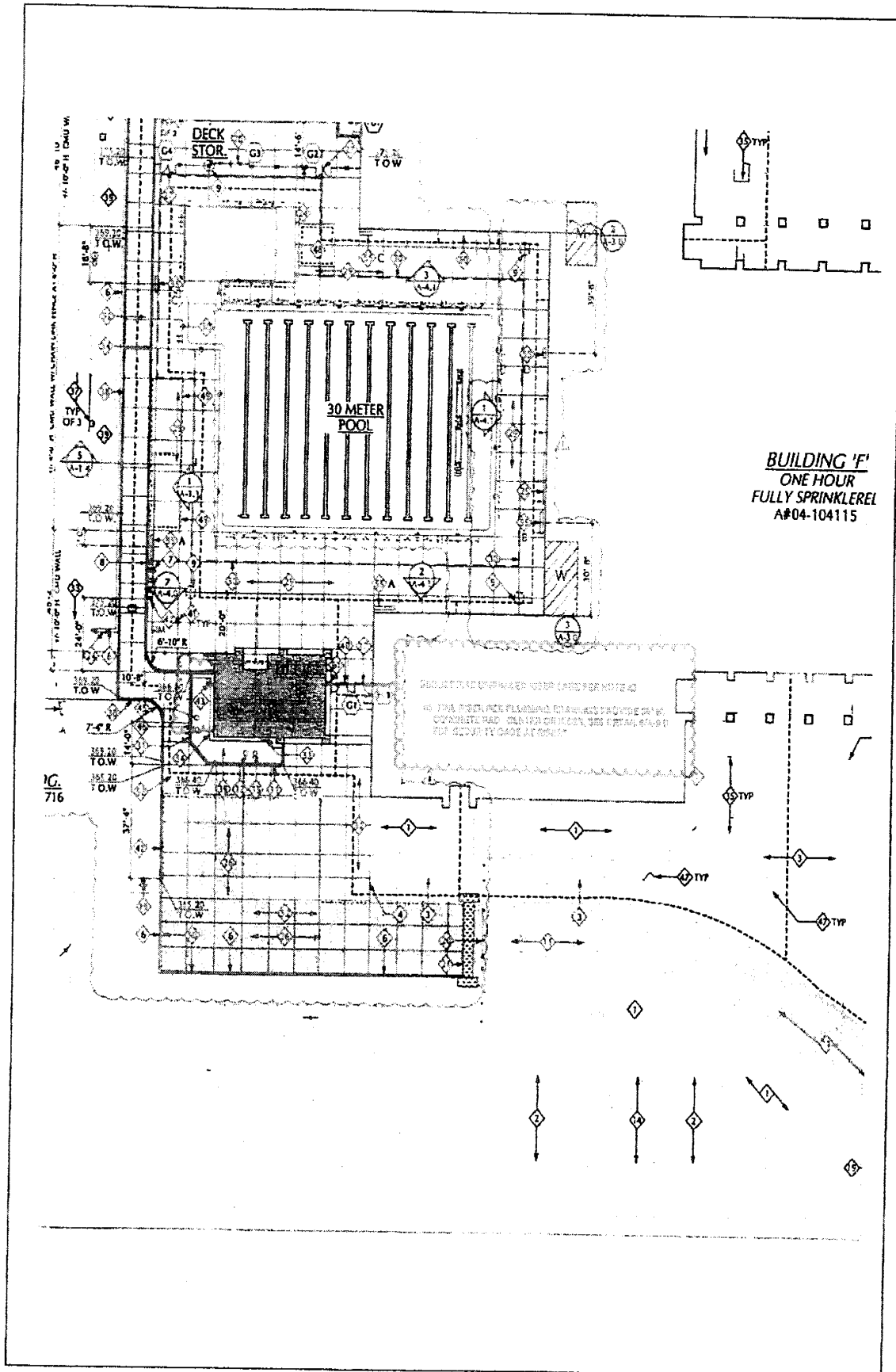
### COST:

- ☒ Lump Sum **(\$500.00)** ☐ Not To Exceed \_\_\_\_\_
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices

### TIME:

- ☒ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at \_\_\_\_\_ days.
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: \_\_\_\_\_ Days: \_\_\_\_\_
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		3/22/12
Owner's Representative		3/20/12
Contractor		3/20/12
Architect of Record		3/21/12
Inspector of Record		3/20/12



**pjhm**  
architects

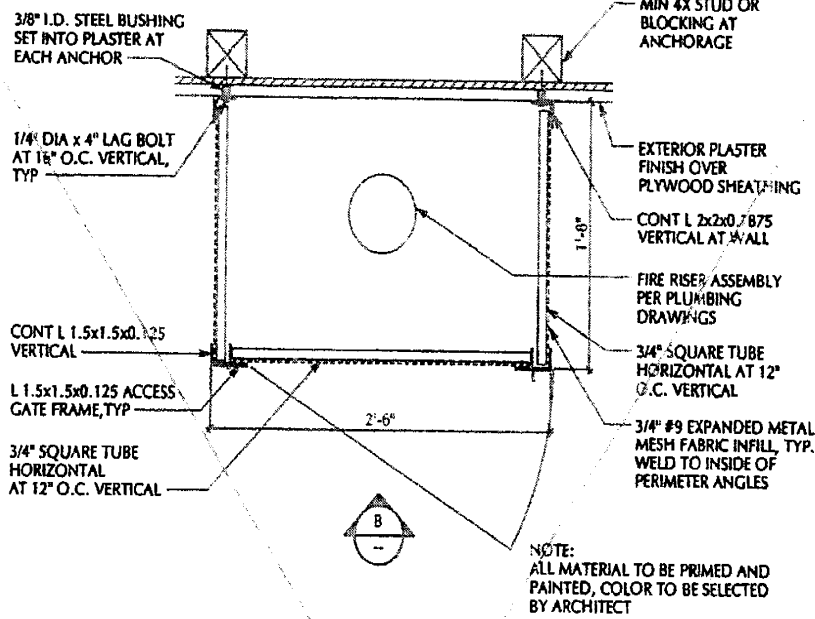
**SAN JUAN HILLS HIGH SCHOOL  
STADIUM COMPLETION**

CAPISTRANO UNIFIED SCHOOL DISTRICT

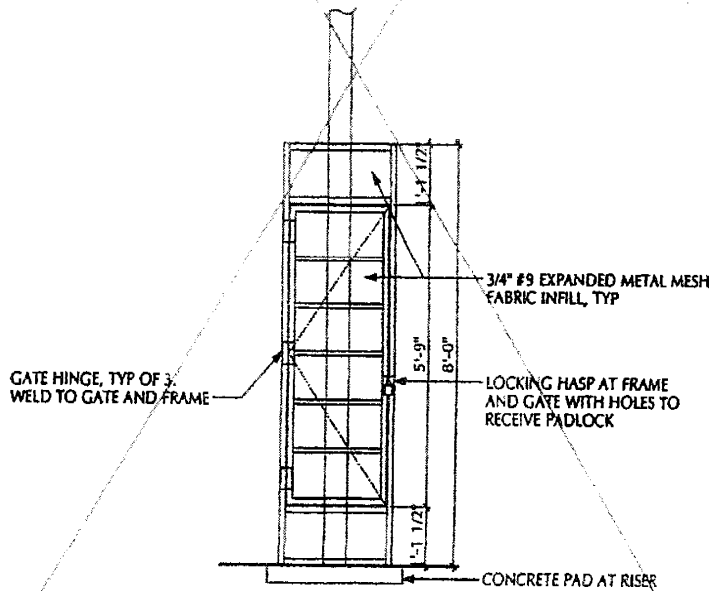
**SAN JUAN HILLS HIGH  
SCHOOL STADIUM  
COMPLETION**

WO #42

OC: 24461 Ridge Route Drive #110, Laguna Hills, CA 92653 • p: 949.496.6191 • SD: 804 Pier View Way #103, Oceanside, CA 92054 • p: 760.730.5527 • www.pjhm.com



(A) PLAN  
SCALE: 1 1/2"=1'-0"



(B) ELEVATION  
SCALE: 1/2"=1'-0"

FIRE SPRINKLER RISER CAGE

SCALE: AS NOTED

DEDUCT

**pjhm**  
architects

SAN JUAN HILLS HIGH SCHOOL  
STADIUM COMPLETION

CAPISTRANO UNIFIED SCHOOL DISTRICT

SAN JUAN HILLS HIGH  
SCHOOL STADIUM  
COMPLETION

WO #42

OC: 24461 Ridge Route Drive #110, Laguna Hills, CA 92653 • p: 949.496.6191 • SD: 804 Pier View Way #103, Oceanside, CA 92054 • p: 760.730.5527 • www.pjhm.com



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

DSA Number: A04-109690

## WORK ORDER

To: Horizons Construction Co. Int'l, Inc.  
1173  
N. Patt St.  
Anaheim, CA 92801

Work Order No. : 00043  
Date: 3/20/2012

Title: WO #43 Deductive Punch List Items

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

### Description of Proposal:

On March 20, 2012, the District's Representative and HCC conducted a Pending Cost Reconciliation Meeting for unapproved punch list items. It was mutually agreed to deduct the following punch list items from HCC's scope of work per Attachment "A" dated 3/20/2012. In the interest of the Project's expeditious completion, the District intends to procure and install the following five items.

- 1.) Punch List Item 21 – Cut back and repair cornice at new scoreboard per detail 5/A-4.1 (\$2,700.00)
- 2.) Punch List Item 47 – Deduct ADA approved catch basin (\$250.00)
- 3.) Punch List Item 49 – Install solar pipe enclosure per Work Order #22R-1 executed on 10/13/2011 (\$2,500.00)
- 4.) Punch List Item 107 – Deduct connection of EMS DDC start-stop to EF-1K per DDC Architectural Schematic 4/M-4.0 (\$1,000)
- 5.) Punch List Item 469 – Deduct the assistive listening device (\$600.00)

Item	Description	Amount
00001		(\$7,050.00)

### Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work 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 Work Order, unless otherwise provided in the Work Order.

### COST:

- ☒ Lump Sum **(\$7,050.00)** ☐ Not To Exceed \_\_\_\_\_
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices

### TIME:

- ☒ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at \_\_\_\_\_ days.
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: \_\_\_\_\_ Days: \_\_\_\_\_
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

Signature	Date
CUSD - Joe Farley	3/20/12
Owner's Representative	3/20/12
Contractor	3/20/12
Architect of Record	3/20/12
Inspector of Record	3/20/12

3/20/12

PENDING AGENT  
RECONSTRUCTION MEETING  
FOR PURCHASE ITEMS

FILE SOME ENCLOSURES DELETED

Item No.	Description	Done		Remarks
		Yes	No	
21	Cut Back and Repair Cornice			can be done but impractical
37	Remove shower seat *			seat will be conflict with bars
49	install solar pipe enclosure			enclosure available deleted by CM
102	EF-B Controls			Mechanical work
107	EMS DDS			Mechanical work
133	Water Heater			Water heater functioning diagram was for reference only
165	Water Heater			Water heater functioning diagram was for reference only
164	3/4" & 1" Conduits			Scope was unclear
296	Exit Device at doors K05			Pristine Windows to discuss
300	Exit Device at doors K06			Pristine Windows to discuss
485	12" Clearance at doors building K *			RFI was sent / change order work
495	12" Clearance at doors building K *			RFI was sent / change order work
60	Clean CMU			
439	Stainless steel countertops			Not sure about scope
450	Stainless steel countertops			Not sure about scope
490	install all accessories			
518	Seismic Strap			Same as water heater
101	Back-draft damper			Control not installed
533	Clean out covers			
572	Seal penetrations			

\* PROVIDE P.D. TO DISTRICT BY: 4/20/12

(#220) 47. ADA CATCH BASIN GRATE  
9/20/12 700.4529 INSTALL ACCESS LADDER EXT. POSTS TO ROOF  
(#600) 469. ASSESSIVE LISTENING DEVICE

1. ITEMS WITH DATES ARE TO BE INSTALLED  
& PURCHASED BY HORIZONS NO LATER THAN  
THE INDICATED DATE.

ITEMS IN PARENTHESES INDICATE MUTUALLY (DISTRICT, &  
HORIZONS - HATEM) AGREED UPON CONTRACTOR  
CREDIT TO DISTRICT ITEMS. DISTRICT TO ISSUE  
A REDUCTIVE WORK ORDER.

O. & M. MANURES DUE: 3/23/12 @ 5:00 P.M.  
CLOSE-OUT & WARRANTY  
DOCUMENTS

WACT EDEN

3/20/12  
DATE

3/20/12  
HATEM IBRAHIM DATE

# Change Order Summary Log

CVHS Performing Arts Theater

DSA# 04-110424

Data Date 3/30/12

Description	Change Order #7
Original Contract Sum	\$ 11,975,007.00
Net Change by Previous Authorized Requests and Changes	\$ 135,532.00
Contract Sum Prior to this Change Order	\$ 12,110,539.00
Contract Sum Will Be Increased	\$ 23,179.00
New Contract Sum Including this Change Order	\$ 12,133,718.00

**EXECUTED OR BOARD SUBMITTED CO'S & EXECUTED WO'S**  
**Capistrano Valley High School Performing Arts Theater**  
**RESPONSIBILITY CODE LOG**

Data Date 3/23/12

TOTAL ORIGINAL CONTRACT VALUE:		\$11,975,007.00	\$158,711.00
TOTAL CURRENT CONTRACT VALUE:		\$12,133,718.00	\$12,133,718.00
RESPONSIBILITY CODE		No.	Percent
Differing Conditions	1	\$86,335.00	\$0.00 0.80%
Errors and Omissions	2	\$27,510.00	\$0.00 0.23%
Value Enhancement	3	\$38,416.00	\$0.00 0.32%
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		\$158,711.00	\$0.00 1.33%
Percent Change		\$158,711.00	0.00% 1.33%

WO = Work Order  
COP = Cost Proposal  
CO = Change Order  
APPWO = Fully Executed Work Order

CHANGE ORDER	DOCUMENT TYPE	DOCUMENT NUMBER	Date of Execution	DESCRIPTION / TITLE	STATUS	VALUATION	RESPONSIBILITY CODE		STATUS	Signed (s)	Unilateral (u)
							TO PROJECT COMPLETION	Pending Code			
Change Order #1	WO	1	08/12/11	Additional Concrete Paving		\$15,027.00			3		
	WO	2	08/12/11	Re-Route 3" Gas Line		\$1,887.00			1		
	WO	3	08/12/11	Re-Route existing 4" water main		\$23,100.00			1		
	WO	4	08/24/11	Re-Route existing 1 1/2" Gas Line		\$2,876.00			1		
	WO	5	08/24/11	Lawn and Irrigation Repairs		\$12,890.00			3		
	WO	6	08/24/11	Added Downspouts		\$2,772.00			1		
Change Order #2	WO	7	09/13/11	Unforeseen Invert Elevation		\$6,283.00			1		
	WO	8	09/21/11	Underground Pull Boxes		\$3,176.00			2		
	WO	9	09/21/11	Additional Manhole		\$4,204.00			1		
	WO	10	09/21/11	Re-Route Ductwork		\$937.00			1		
	WO	11	09/21/11	Brick Enhancement		\$3,119.00			3		
	WO	12	09/21/11	Temporary Sidewalk		\$1,444.00			3		
Change Order #3	WO	13	10/06/11	Credit for Pullbox		(\$3,550.00)			7		
	WO	14	10/18/11	New/Re-Work		\$1,152.00			1		
	WO	15	10/28/11	Revised Door Hardware Sets		\$1,863.00			1		
	WO	16	11/07/11	Unforeseen Stormdrain Improvements		\$5,364.00			1		
	WO	17	11/09/11	Site Preparation for Flow test		\$718.00			1		
	WO	18	11/10/11	Required Added Hairpins at		\$462.00			1		
Change Order #4	WO	19	11/17/11	Required New Fire Safety Equipment		\$6,468.00			1		
	WO	20	11/18/11	Required Fire Rated/Safety Glass		\$7,943.00			1		
	WO	21	12/08/11	Added Waterproofing		\$5,936.00			3		
	WO	22	12/08/11	Required STC Rated Door		\$2,079.00			2		
	WO	23	12/08/11	Required Conduit Unforeseen Conditions		\$2,241.00			1		
	WO	24	1/19/12	Tie Beams at Stage Area		\$5,636.00			1		
Change Order #6	WO	25	1/19/12	Bulletin #1 DSA Approved Drawings		\$11,505.00			1		
	WO	26	02/22/12	Nelson Studs and Low Block Walls		\$12,112.00			2		
	WO	27	03/22/12	RFI #2, #3 Changes and Pullbox Credit		\$10,143.00			2		
	WO	28	03/22/12	Revised Fire Sprinkler Cais		\$924.00			1		
	WO										
	WO										

DSA Approved  
Board Excerpt



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. : 00007  
Date: 3/22/2012

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
WO #26	Errors and Omissions	0	\$12,112.00
Pursuant to the Architect of Record's (A.O.R.) Request For Information (R.F.I) Responses #112 dated 1/3/12, R.F.I. #121 dated 1/24/12, and Bulletin #5 dated 12/13/11, it was determined that the contractual documents did not contemplate the following 3 items: Item 1) At the end of both block walls in the theater seating area it was necessary to add CMU low block retaining walls with two dowels in each cell, (Refer to Attachment "A" dated 1/31/12). Item 2) Due to the congestion of the vertical and drag bars as installed per the contractual drawings it was necessary to relocate the "Nelson Studs" approximately 3 1/2" in locations A, B, and C as noted on Attachment C dated 1/31/12. Item 3) Audio Visual equipment upgrades per Bulletin #5 dated 12/13/11 were necessary due to upgrading the projector requirements in order to fill the projector screen appropriately, and to properly balance the audio for the computers located in the floor boxes in the stage.			
WO #27	Errors and Omissions	0	\$10,143.00
Pursuant to the Architect of Record's (A.O.R.) Request For Information (R.F.I) Responses #2 dated 8/3/11, R.F.I. #3 dated 8/3/11, and Bulletin #8 dated 2/27/12 it was determined that the contractual documents did not contemplate the following 3 items: Item 1) The actual lighting inverter rating for room A145 was changed from 2.5kw to a 4.5kw minimum because the 2.5kw shown on the EO.7 feeder schedule is the actual load not the required rating per RFI Response #2. Item 2) The rating for the TVSS was not contemplated on the plans therefore the contractor included a mid-range 100ka in the base bid, however per RFI #3 response it was necessary to provide a 250ka TVSS. Item 3) Upon further review and vetting of the contract document it was determined that existing underground 480V feeders shall remain and the feeders shall be extended within the new main switchboard to the new breaker. As such it was not necessary to install a Cast in Place Pull box, as per Bulletin 8 dated 2/27/11 and a credit is due to the District.			
WO #28	Differing Conditions	0	\$924.00
A 3rd Fire Hydrant Flow Test was performed on 2/17/12 because the initial flow test performed on 11/1/11 did not meet the flow requirements for the designed fire sprinkler system of 1,500 Gallons Per Minute (GPM). Therefore an additional flow test on 2/17/12 was requested at which an acceptable total of 1642 GPM was achieved. With this new data the Hydraulic calculations had to be recalculated in order to submit the fire sprinkler shop drawings to DSA.			

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

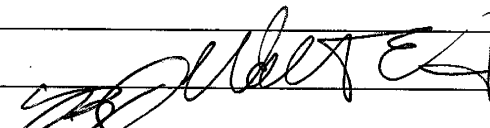


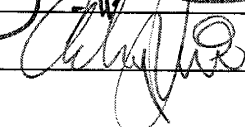
Purchase Order No. :  
DSA Number: 04-110424

## CHANGE ORDER

The Original Contract Sum was .....	\$11,975,007.00
Net Change by Previously Authorized Requests and Changes .....	\$135,532.00
The Contract Sum Prior to This Change Order was .....	\$12,110,539.00
The Contract Sum Will be Increased .....	\$23,179.00
The New Contract Sum Including This Change Order .....	\$12,133,718.00
The Contract Time Will Not Be Changed .....	
The Date of Substantial Completion as of this Change Order Therefore is ...	2/8/2013

Signature

Date

CUSD - Joe Farley		
Owner's Representative		2/28/12
Contractor		3/28/12
Architect of Record		3/28/2012
Inspector of Record		3/28/2012



Project: -- 1011-11 CVHS Performing Arts Theater  
Contract Number: 1011-11

DSA Number: 04-110424

## WORK ORDER

To: EDGE Development, Inc.  
27368  
Via Industria  
Temecula, CA 92590

Work Order No. : 00026  
Date: 1/31/2012

Title: Nelson Studs and Low Block Walls

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

### Description of Proposal:

Pursuant to the Architect of Record's (A.O.R.) Request For Information (R.F.I) Responses #112 dated 1/3/12, R.F.I. #121 dated 1/24/12, and Bulletin #5 dated 12/13/11, it was determined that the contractual documents did not contemplate the following 3 items: Item 1) At the end of both block walls in the theater seating area it was necessary to add CMU low block retaining walls with two dowels in each cell, (Refer to Attachment "A" dated 1/31/12). Item 2) Due to the congestion of the vertical and drag bars as installed per the contractual drawings it was necessary to relocate the "Nelson Studs" approximately 3 1/2" in locations A, B, and C as noted on Attachment C dated 1/31/12. Item 3) Audio Visual equipment upgrades per Bulletin #5 dated 12/13/11 were necessary due to upgrading the projector requirements in order to fill the projector screen appropriately, and to properly balance the audio for the computers located in the floor boxes in the stage, (Refer to Attachment "F" dated 1/31/12).

Item	Description	Amount
00001		\$12,112.00

### Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work 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 Work Order, unless otherwise provided in the Work Order.

### COST:

- ☒ Lump Sum **\$12,112.00** ☐ Not To Exceed \_\_\_\_\_
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable
- ☐ In accordance with Contract unit prices

### TIME:

- ☒ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at \_\_\_\_\_ days
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: \_\_\_\_\_ Days: \_\_\_\_\_
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		2/23/12
Owner's Representative		2/15/12
Contractor		2/15/12
Architect of Record		2/15/12
Inspector of Record		2/15/12

# Capistrano Valley Performing Arts Theater BID # 1011-11

## WORK ORDER #26

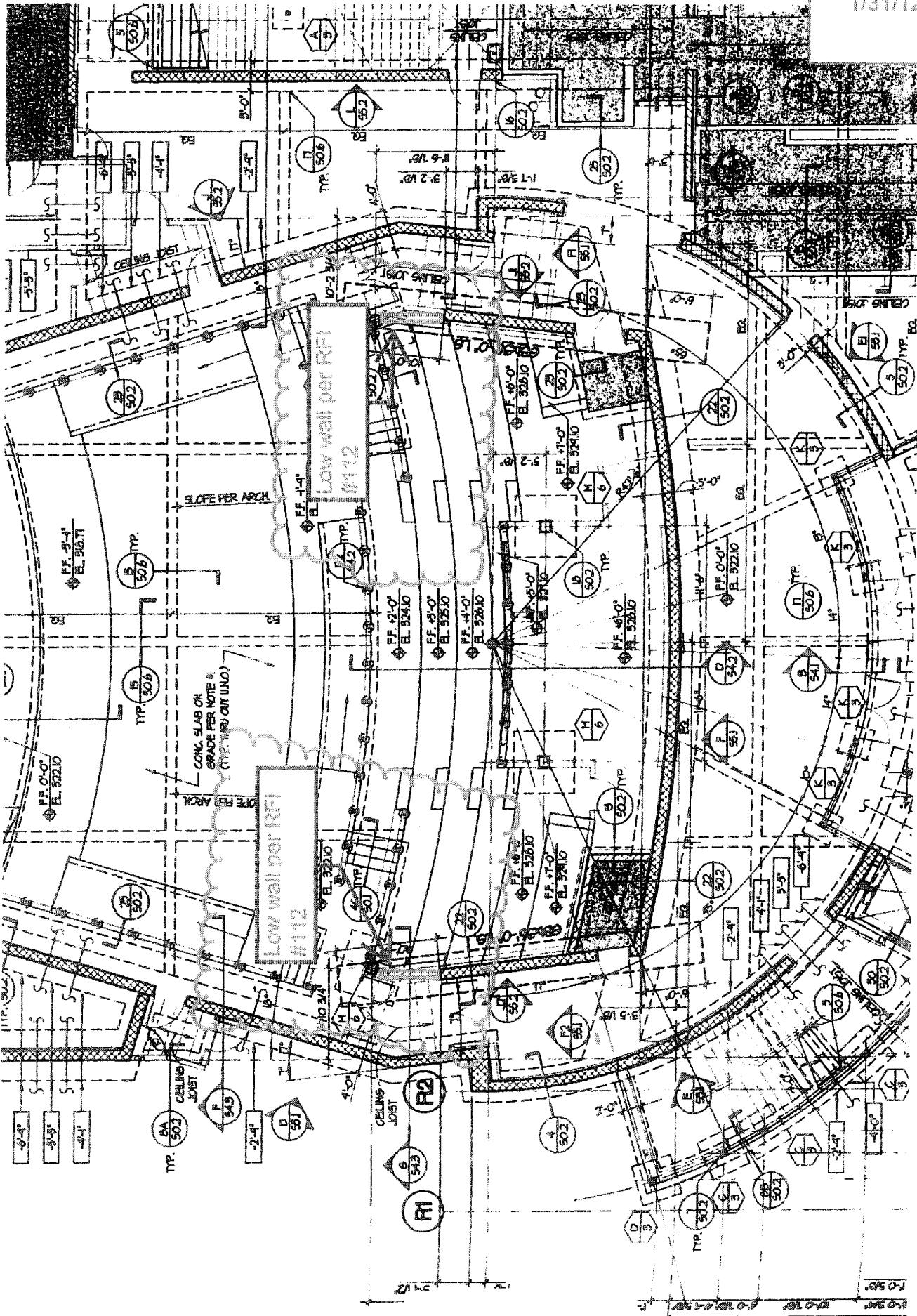
DATA DATE: 1/31/12

### Additional Work per RFI #112, #121 Responses, and Bulletin 5

Refer to Attachment "A", "B", "C", "D", "E", and "F", Dated 1/31/12

Add					
ITEM NO.					
CUSD	DESCRIPTION	Equipment	MATERIAL	LABOR	SUB TOTAL
1	Provide Labor and Material to install low retaining walls at the east and west end of seating area per RFI #112 Response Material = \$980 Labor: 2 men x 8hrs. X \$60/hr. = \$960		\$ 900	\$ 960	\$ 1,860
2	Provide Labor and Material to move the nelson studs approximately 3 1/2" at 3 locations as noted in RFI #121 Response. Mason Labor 2 men x 4hrs. x \$60/hr. = \$480 x 3 locations = \$1440 Welder Labor 2 men x 4hrs x \$60/hr. = \$480 x 3 locations = \$1440 Welding Material and Equipment \$400 Lump sum				\$ 3,280
3	Provide Labor and Material for upgrades to Audio Visual Equipment as noted in Bulletin #5 Credit for Contract "Christie LX100" Projector = (\$12,288) Credit for Contract "Christie LX 505" projector = (\$2,657) Credit Subtotal = (\$14,945) Add for Bulletin 5 "Christie 800 HD" project = \$14,561 Add for Bulletin 5 "Christie LWU 505" = \$5,256 Add for Miscellaneous A.V. equipment = \$475 Add Subtotal = \$20,292 Grand Total Add = \$5,347				\$ 5,347
				Subtotal Add	\$ 10,487.00
				Subtotal Add	\$ 10,487.00
				10% Sub Fee	\$ 1,048.70
				Subtotal	\$ 11,535.70
				5% G.C./Ins. Fee	\$ 576.79
				<b>FULL AND FINAL TOTAL*</b>	<b>\$ 12,112</b>

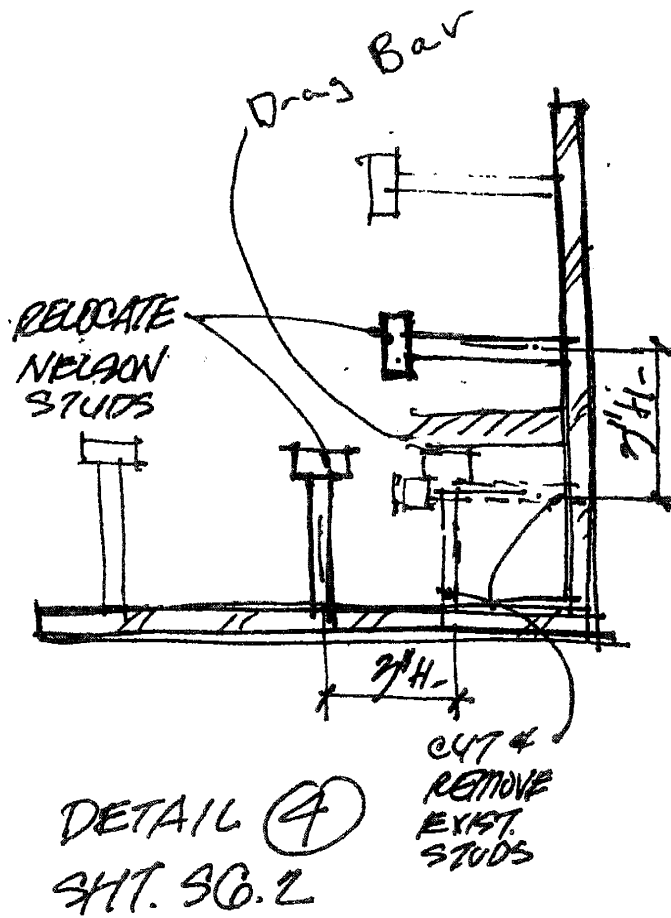
\*Rounded to nearest dollar



Attachment "C"

11/31/12

RFI #121





George M. Wiens, AIA • Robert J. Hensley, AIA • James P. DiComilio, AIA • Gloria  
Max Medina, AIA • Kelley Needham, AIA • Kevin A. MacQuinn, AIA

Attachment "D"  
1/31/12

DATE: December 13, 2011

INSTRUCTION BULLETIN:

5

PROJECT NO.: 0814000.53

PROJECT:

TO:

Capistrano Valley High School Performing Arts  
Theater  
Capistrano Unified School District

Mr. Walter S. Eden  
Owner  
Edenco, Inc.  
2906 La Ventana  
San Clemente, CA 92672

DESCRIPTION OF WORK TO BE PERFORMED:

Item 5.1 Reference attached Exhibit A and revised Audio Visual Sheets AV-09, AV-10, AV-11,  
AV-12, AV-15, AV-16, AV-17, AV-18, and AV-19.

Justification: Response to modifications suggested by Audio/Visual Contractor in project RFI 86.

Requested by: Walter S. Eden, Edenco

Attachments: Exhibit A  
Sheets AV-09, AV-10, AV-11, AV-12, AV-15, AV-16, AV-17, AV-18, and AV-19

ACTION TO BE TAKEN:

1. \_\_\_\_\_ Make the described change in the work at no change in the Contract Sum and no change in the Contract Time of Completion.
2. \_\_\_\_\_ Make the described change in the work with credit or cost for which will be determined in accordance with the General and Supplementary Conditions of the Contract.
3. ☒ X \_\_\_\_\_ Promptly advise the Architect as to credit or cost proposed for the described change. This is not an authorization to proceed with the change.

cc. Randy Rowles, Executive Director,  
Facilities and Plant Operation  
Capistrano Unified School District

Architect: ROBERT J. HENSLEY  
Architect, AIA  
LEED™ AP  
Chairman, Principal

AUTHORIZATION TO PROCEED:

When approved by both parties below, you are authorized to proceed with the work outlined in \_\_\_\_\_.

The amount for this change of \_\_\_\_\_ will be (added/deducted) in a forthcoming Change Order.

The contract Time will be adjusted by \_\_\_\_\_ day(s) (added/deducted).

Owner

Date

Contractor

Date

AP:rg/050814000x5-ib

## Exhibit "A"

Instruction Bulletin No. 5

**Capistrano Valley High School Performing Arts Theater**

Capistrano Unified School District

November 8, 2011

Scope of Modifications: Response to modifications suggested by the AV contractor in RFI 086.

Item No.	Reference Dwg.	Dwg. Name	Description
<b>AUDIO</b>			
<b>VISUAL</b>			
1	AV-09	Video Single Line	Remove 1 Stereo Audio Cable in Podium Snake from MTP T 15HD A AAP to Floor Box
2	AV-09	Video Single Line	Change Notes from "Typical of 2 inputs/outputs. . ." to "Typical of 3 inputs/outputs. . ."
3	AV-09	Video Single Line	Delete 1 x Extron HDMI 201 A D Tx Transmitter Add 1 x Extron HDMI 301 Tx Transmitter Delete 1 x Extron HDMI 201 A D Rx Receiver Add 3 x Extron HDMI 301 Rx Receivers with Power Supplies
4	AV-09	Video Single Line	Delete CMS RM UX 20 Video Monitor Add BSI PMM-4421 Video Monitor
5	AV-09	Video Single Line	Add Kramer VM-4HDCPx1 Video DA
6	AV-09	Video Single Line	Delete Christie LX 1000 Video Projector and 2.6 - 5.3:1 Zoom Lens Add Christie DHD 800 HD Projector and 1.8 - 2.8:1 Zoom Lens
7	AV-09	Video Single Line	Delete Extron VSC 500 Video Converter Add Extron TLP VIM Video Converter
8	AV-09	Video Single Line	Delete Extron MTP T SV A Video Converter

Exhibit "A"

Instruction Bulletin No. 5

# Capistrano Valley High School Performing Arts Theater

Capistrano Unified School District

November 8, 2011

Scope of Modifications:

Response to modifications suggested by the AV contractor in RFI 086.

Item No.	Reference Dwg.	Dwg. Name	Description
9	AV-10	Control Single Line	See Item 6
10	AV-12	Jackbays Conduit	Conduit 100 -- Reduce Fill Number from 30 to 24
11	AV-12	Jackbays Conduit	Conduits 102, 103, 104 -- Reduce Fill Numbers from 12 to 10
12	AV-13	AV Panels	<p>Delete 3 x Mystery Electronics FMCA 3400F Floor Boxes</p> <p>Delete 4 x Mystery Electronics BB 3000 Back Boxes</p> <p>Delete 1 x Mystery Electronics FMCA 3400 Floor Box</p> <p>Delete 4 x Mystery Electronics Type R Insert Panels</p> <p>Delete 7 x Mystery Electronics Type K Insert Panels with Connectors</p> <p>Delete 5 x Mystery Electronics Type 8 Insert Panels with Connectors</p> <p>Add 4 x Ace Backstage #1528LBK Super Pocket Floor Boxes</p> <p>Add 4 x Ace Backstage #102BBX Back Boxes</p> <p>Add 16 x Ace Backstage #PNL-100 Connectrix Insert Panels with Balanced Neutrik Connectors</p> <p>Add 7 x Ace Backstage AC Outlets</p> <p>Add 1 x Ace Backstage Blank AC Insert Panel</p>

## Exhibit "A"

Instruction Bulletin No. 5

**Capistrano Valley High School Performing Arts Theater**

Capistrano Unified School District

November 8, 2011

Scope of Modifications:Response to modifications suggested by the AV contractor in RFI 086.

Item No.	Reference Dwg.	Dwg. Name	Description
13	AV-13	AV Panels	Delete 2 x 2 RU Rack Mount Panels with Connectors Add 2 x 4 RU Rack Mount Panels with Balanced Neutrik Connectors
14	AV-15	Blackbox Theater	Relabeled Boxes - No Equipment Changes
15	AV-16	Blackbox Audio	Relabeled Jackbays and Boxes - No Equipment Changes
16	AV-17	Blackbox AV Details	Delete 2 x RJ-45 Connectors on Panels AP-B4 and AP-B3 Add 2 x Neutrik XLR RJ-45 Connectors to the 2 Panels
17	AV-18	Blackbox Video	Remove 1 Stereo Audio Cable in Podium Snake from MTP T 15HD A AAP to Floor Box
18	AV-18	Blackbox Video	Delete Extron SW4 HDMI LC Add Extron SW2 HDMI LC
19	AV-18	Blackbox Video	Delete 2 x Extron SW4 RGBHV A Add 2 x Extron SW2 RGBHV A
20	AV-18	Blackbox Video	Delete 1 x Extron HDMI 201 A D Tx Transmitter Add 1 x Extron HDMI 301 Tx Transmitter Delete 1 x Extron HDMI 201 A D Rx Receiver Add 2 x Extron HDMI 301 Rx Receivers with Power Supplies
21	AV-18	Blackbox Video	Do Not Add Video Monitor BSI PMM-4421 Video Monitor
22	AV-18	Blackbox Video	Add Kramer VM-4HDCPx1 Video DA

Exhibit "A"

Instruction Bulletin No. 5

**Capistrano Valley High School Performing Arts Theater**

Capistrano Unified School District

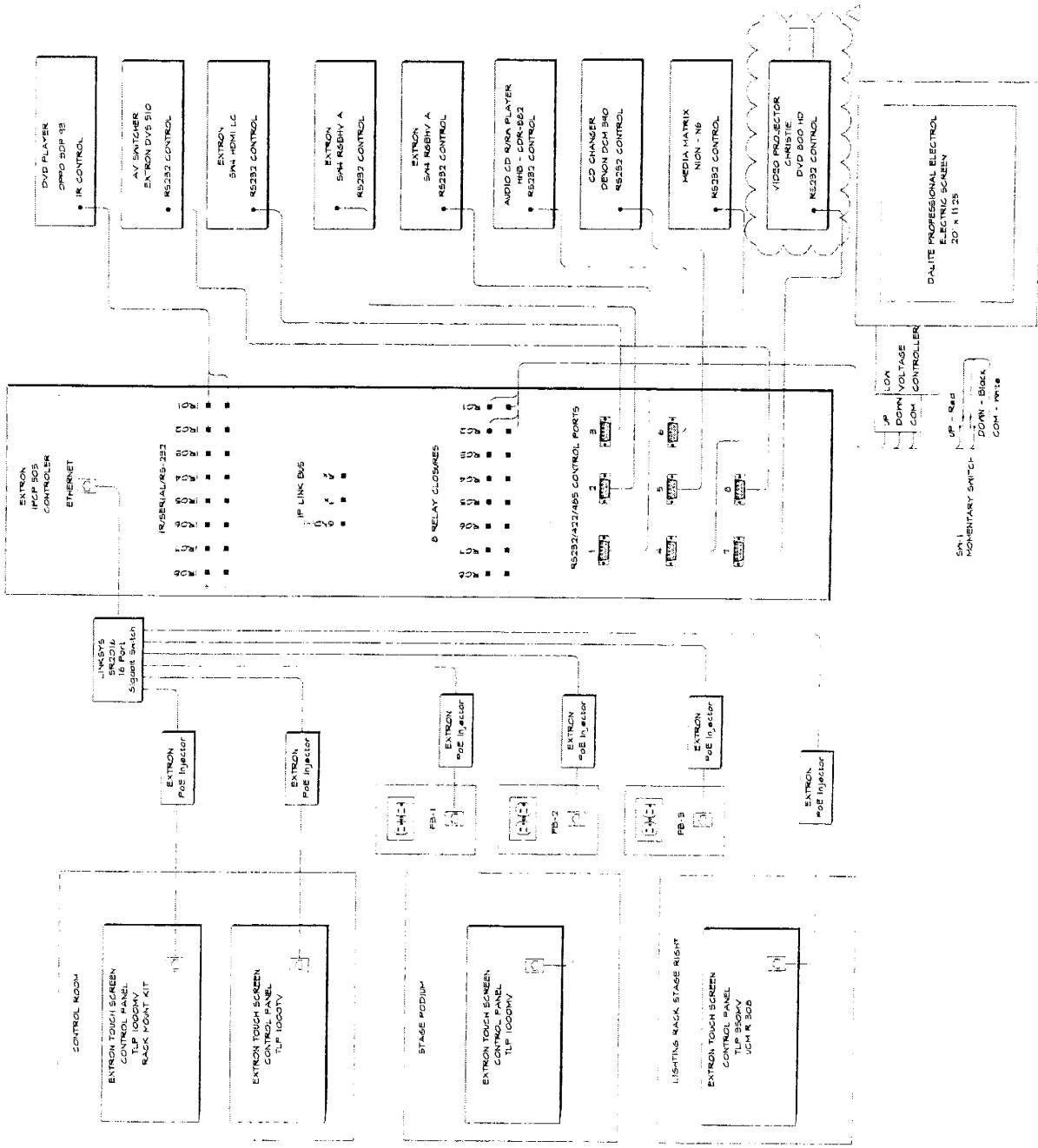
November 8, 2011

Scope of Modifications: Response to modifications suggested by the AV contractor in RFI 086.

Item No.	Reference Dwg.	Dwg. Name	Description
23	AV-18	Blackbox Video	Delete Extron VSC 500 Video Converter Add Extron TLP VIM Video Converter
24	AV-18	Blackbox Video	Delete Extron MTP T SV A Video Converter
25	AV-18	Blackbox Video	Delete Extron MTP DA4 Add Extron MTP DA2
26	AV-18	Blackbox Video	Delete Christie LX 505 Video Projector with Lens Add Christie LWU 505 Video Projector with Lens
27	AV-18	Blackbox Video	Delete Video and Unbalanced Audio Connectors on AP-B1 and AP-B2 Add Neutrik Video and Balanced Audio Connectors on AP-B1 and AP-B2
28	AV-18	Blackbox Video	Revised Jackbay Wiring -- No Equipment Change
29	AV-18	Blackbox Video	See Note 26
30	AV-19	Blackbox Control	Conduit's 1000 and 1002 -- Reduce Fill Number from 28 to 26
31	AV-19	Blackbox Control	Conduit 1006 -- Increase Fill Number from 16 to 18



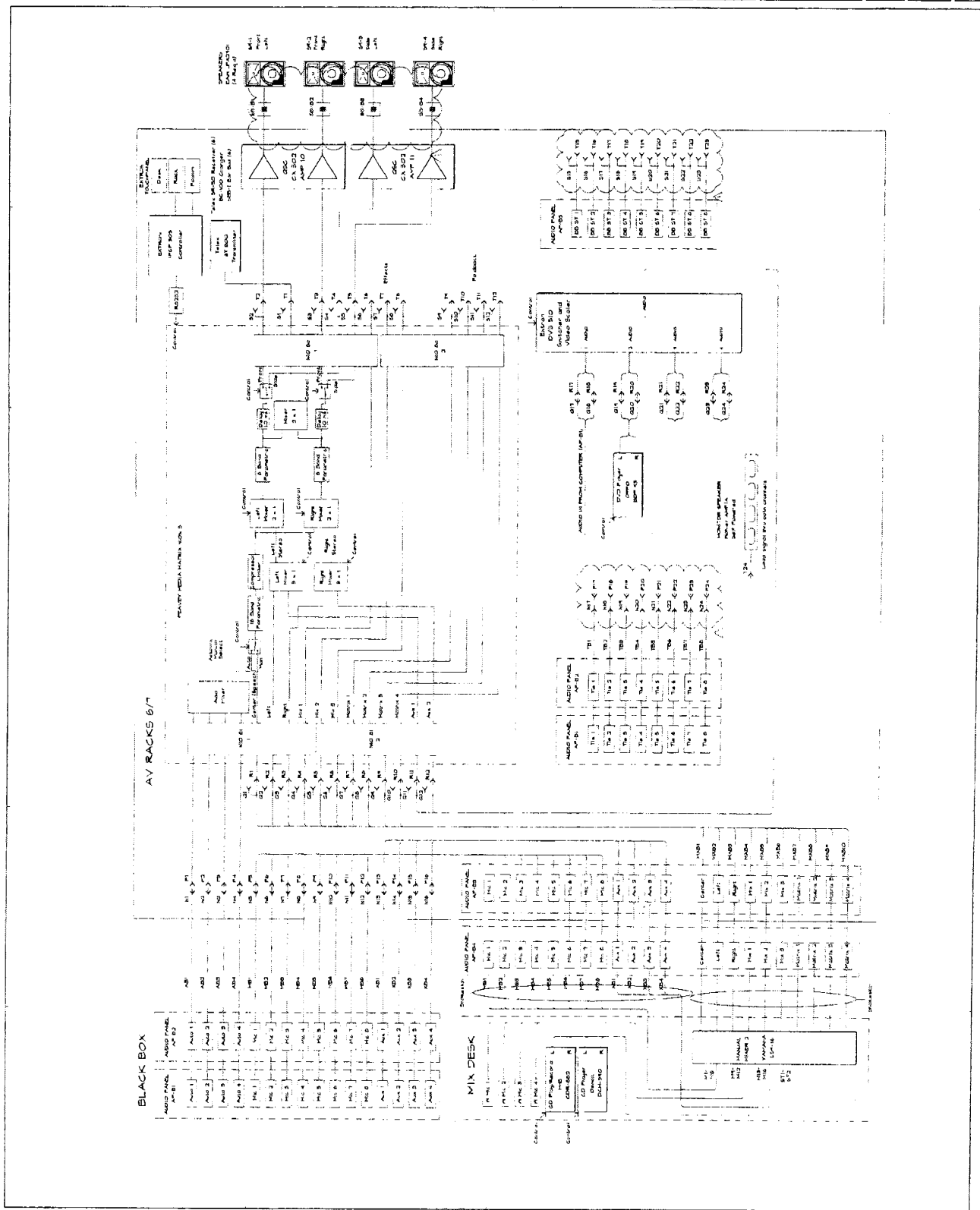
AUDITORIUM CONTROL SYSTEM





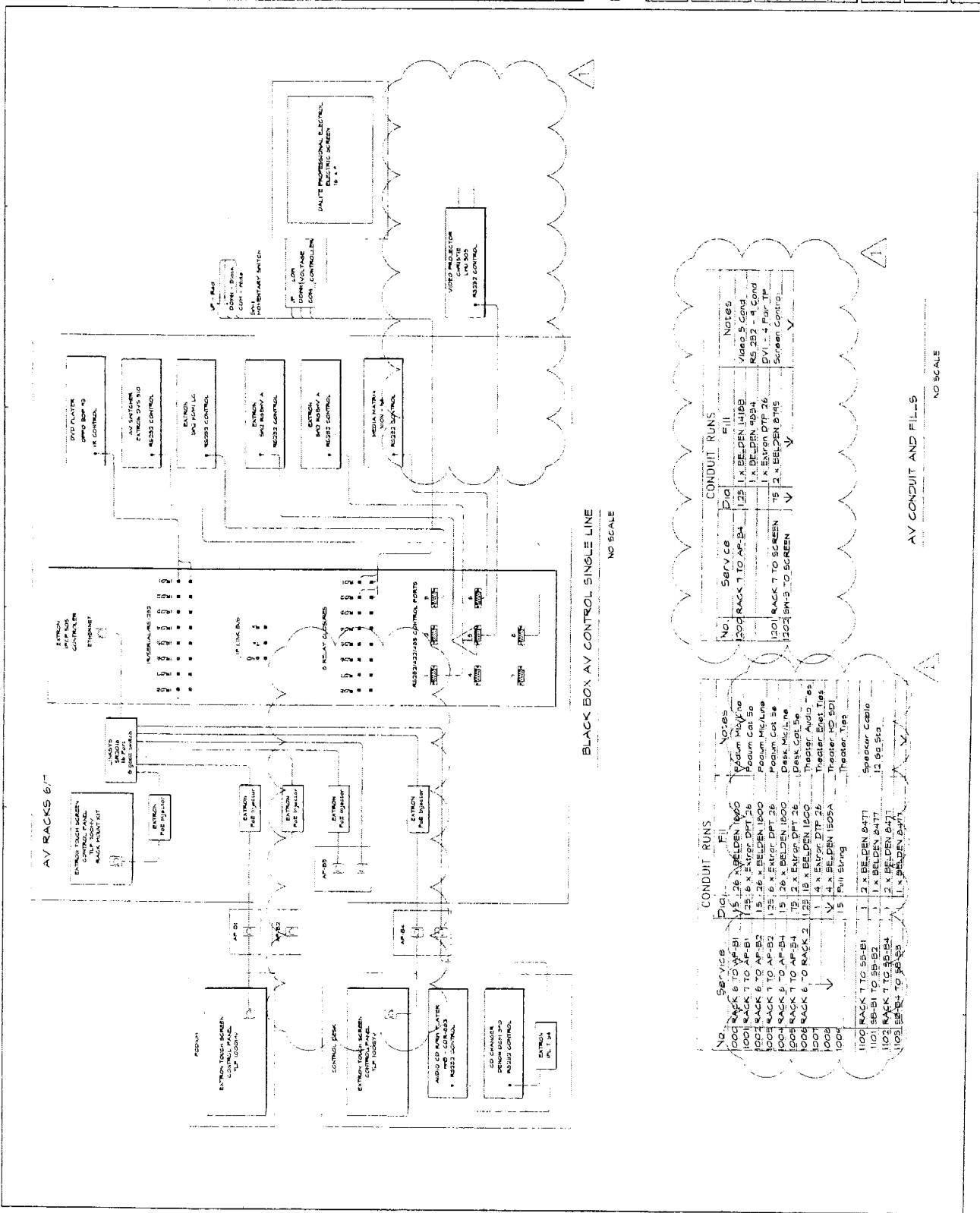


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2 of 14







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

DSA Number: 04-110424

## WORK ORDER

To: EDGE Development, Inc.  
27368  
Via Industria  
Temecula, CA 92590

Work Order No. : 00027  
Date: 3/1/2012

Title: RFI #2, #3, and Bulletin 8 Changes

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

### Description of Proposal:

Pursuant to the Architect of Record's (A.O.R.) Request For Information (R.F.I) Responses #2 dated 8/3/11, R.F.I. #3 dated 8/3/11, and Bulletin #8 dated 2/27/12 it was determined that the contractual documents did not contemplate the following 3 items: Item 1) The actual lighting inverter rating for room A145 was changed from 2.5kw to a 4.5kw minimum because the 2.5kw shown on the EO.7 feeder schedule is the actual load not the required rating per RFI Response #2, (Refer to Attachment "A" dated 3/6/12). Item 2) The rating for the TVSS was not contemplated on the plans therefore the contractor included a mid-range 100ka in the base bid, however per RFI #3 response it was necessary to provide a 250ka TVSS, (Refer to Attachment "B" dated 3/6/12) Item 3) Upon further review and vetting of the contract document it was determined that existing underground 480V feeders shall remain and the feeders shall be extended within the new main switchboard to the new breaker. As such it was not necessary to install a Cast in Place Pull box, as per Bulletin 8 dated 2/27/11 and a credit is due to the District, (Refer to Attachment "C" dated 3/6/12).

Item	Description	Amount
00001		\$10,143.00

### Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work 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 Work Order, unless otherwise provided in the Work Order.

### COST:

- ☒ Lump Sum **\$10,143.00** ☐ Not To Exceed \_\_\_\_\_
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable
- ☐ In accordance with Contract unit prices

### TIME:

- ☒ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at \_\_\_\_\_ days
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: \_\_\_\_\_ Days: \_\_\_\_\_
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		3/23/12
Owner's Representative		3/21/12
Contractor		3/16/12
Architect of Record		3/21/12
Inspector of Record		3/21/12

**Capistrano Valley Performing Arts Theater BID # 1011-11**

**W.O. # 027**

**RFI #2, #3, and Bulletin 8 Changes**

DATA DATE: 3/6/2012

Refer to Attachment "A", "B", and "C" Dated 3/6/12

**Add**

ITEM NO.	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Provide Material cost for upgrades to the Room 14 Lighting Inverter per RFI #2 Response dated 8/3/11. Credit for Contract 2.5KVA Inverter = (\$5,850) Add for RFI #2 4.5 KVA Inverter = \$15,467 Grand Total Add = \$9,617		\$ 9,617		\$ 9,617.00
2	Provide Material cost for upgrades to the Room 14 Lighting Inverter per RFI #3 Response dated 8/3/11. Credit for Contract 100KA TVSS = (\$400) Add for RFI #3 250KA TVSS = \$1,790 Grand Total Add = \$1,390		\$ 1,390.00		\$ 1,390.00

Subtotal Add	\$ 11,007.00
10% Fee	\$ 1,100.70
Subtotal	\$ 12,107.70
5% GC/Ins. Fee	\$ 605.39
Net Add	\$ 12,713.09

**Credit**

ITEM NO.	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Credit for deletion of pull box in main electrical room per Bulletin #8 men x 8hrs x 2 days x \$60hr = \$1920 Cast in Place Pull Box and Misc Material = \$650				\$ 2,570.00
2					
Subtotal Credit					\$ (2,570.00)

Net Add	\$ 12,713.09
Net Credit	\$ (2,570.00)

**FULL AND FINAL TOTAL\* \$ 10,143**

\*Rounded to nearest dollar



Capistrano Unified School District  
Facilities and Plant Operations  
33122 Valle Road  
San Juan Capistrano, California  
92675

Attachment "A"

Project: -- 1011-11 CVHS Performing Arts Theater

Purchase Order No.:

3/6/12

Contract Number: 1011-11

DSA Number: 04-110424

## REQUEST FOR INFORMATION

RFI No.: 00002

Title: EDGE RFI 002- Missing Required Info

Date: 7/29/2011

Required: 8/5/2011

Answered: 8/3/2011

From: Jerry Fuchs

EDGE Development, Inc.

To:

Korin Lawing

Capistrano Unified School District

### Contractor's Request:

We are missing required information for lighting inverter in room A145. The unit is listed in the single line sheet E0.6 and on various lighting plan pages (E0.6, E2.1, etc.). The specifications have information regarding the UPS along with the inverter requirements, but there are no ratings (wattage, time intervals, etc.) listed anywhere on the plans that we can see. Please advise.

### Proposed Solution:

### Owner's Representative's Additional Information:

### Architect of Record's Response:

Please see attached response RFI 00002.

Commence the work described above immediately. In the event of a dispute of interpretation of the requested work, resolution shall be pursuant to the General Conditions Article 4.5 Disputes.



\* This response was provided FOR INFORMATION ONLY and does not affect the Contract.



\* This response is a CLARIFICATION OF THE CONTRACT (NO COST or TIME EFFECT)



\* This response is a MINOR CHANGE to the Contract with no effect to the Contract cost or time (NO COST OR TIME EFFECT)



\*\* This response CHANGES the Contract with an anticipated effect to Contract cost and/or time. (COST/TIME EFFECT). The District shall issue a Work Order to the Contractor.

\* This does not modify contract cost or time. If the recipient believes that the RFI affects contract cost or time, the recipient shall respond in writing in accordance with the Contract.

1 of 3

**EDGE Development, Inc.**

CVHS - Performing Arts Theater

Project # 11009

26301 Via Escolar

Mission Viejo, CA 92692

Tel: (951) 296-0776 Fax: (951) 296-0775

**Request for Information 002**

EDGE Detailed, Grouped by RFI Number

<b>RFI #: 002</b>		<b>Date Created: 7/19/2011</b>	
<b>Answer Company</b>	<b>Answered By</b>	<b>Author Company</b>	<b>Authored By</b>
		Enterprise Electric Datacom 42625 Rio Nedo Temecula, CA 92590	Cole Kristensen
<b>Co-Respondent</b>	<b>Author RFI Number</b>		
	001		
<b>Subject</b>	<b>Discipline</b>	<b>Category</b>	
Missing Required Information for Lighting	Electrical	Clarification	

**Question****Date Required: 7/26/2011**

We are missing required information for lighting inverter in room A145. The unit is listed in the single line sheet E0.6 and on various lighting plan pages (E0.6, E2.1, etc.). The specifications have information regarding the UPS along with the inverter requirements, but there are no ratings (wattage, time intervals, etc.) listed anywhere on the plans that we can see. Please advise.

**Suggestion****Answer****Date Answered:**

The inverter is 3 $\phi$  480/277V 4.5kW min.

Actual load is 2.4 kW as shown on the E0.7 feeder schedule.

*John Smith*  
TTCT 7/21/2011

**Answered By****Date Answered:**

Cc:	Company Name	Contact Name	Copies	Notes
-----	--------------	--------------	--------	-------

LOAD SUMMARY AND FEEDER SCHEDULE 'DP-PAT'				NEMA-1		LOCATION ELECTRICAL ROOM	
VOLTAGE 277/480V, 3ø, 4W.				AIC SYM		2000 AMP BUS 1600 MAIN C/B	
FEEDER NUMBER	FROM	TO	FEEDER SIZE (BASED ON THW COPPER)	CONNECTED LOAD AMPS.	K.V.A.	%VD	REMARKS
DPPAT-1	DPPAT	H1	(1) 1 1/2" C., 4#2 & 1#8 GND.	-	14.9	-	-
H1A	H1	H1A	(1) 1 1/4" C., 4#6 & 1#10 GND.	-	-	-	-
DPPAT-2	DPPAT	H2	(1) 1 1/2" C., 4#2 & 1#8 GND.	-	2.4	-	-
DPPAT-3	DPPAT	TR-TH	(2) 4" C., 4#500KCMIL & 1#1/0 GND.	-	453.2	-	-
DPPAT-4	DPPAT	TVSS	(1) 1" C., 4#6 & 1#10 GND.	-	-	-	-
DPPAT-5	DPPAT	HM	(2) 2 1/2" C., 4#3/0 & 1#2 GND.	-	261.6	-	-
HM1	HM	HM1	(1) 3" C., 4#4/0 & 1#4 GND.	-	-	-	-
HM2	HM	HM2	(1) 3" C., 4#4/0 & 1#4 GND.	-	-	-	-
DPPAT-6	DPPAT	TR-1	(1) 3" C., 3#4/0 & 1#4 GND.	-	121.2	-	-
L1	TR-1	L1	(2) 2 1/2" C., 4#3/0 & 1#2 GND.	-	-	-	-
L1A	L1	L1A	(1) 3" C., 4#4/0 & 1#4 GND.	-	-	-	-
L1B	L1A	L1B	(1) 2" C., 4#1 & 1#8 GND.	-	-	-	-
L1C	L1	L1C	(1) 2" C., 4#1 & 1#8 GND.	-	-	-	-
L2	L1	L2	(1) 3" C., 4#4/0 & 1#4 GND.	-	-	-	-
L2A	L2	L2A	(1) 2" C., 4#1 & 1#8 GND.	-	-	-	-
DPPAT-7	DPPAT	INVERTER	(1) 1" C., 4#6 & 1#10 GND.	-	2.5	-	-
DPPAT-8	DPPAT	IR-2	(2) 1 1/2" C., 3#4/0 & 1#4 GND.	-	24.5	-	-
2AV	IR-2	2AV	(1) 3" C., 4#4/0 & 2#4 GND.	-	-	-	①
① WITH ISOLATED GROUND & EQUIPMENT GROUND.				SUBTOTAL	1059.3	880.3	
				25% OF LARGEST MOTOR	10.2	8.5	
				TOTAL LOAD	1069.5	888.8	

Actual Load

E0.7

3 of 3



Capistrano Unified School District  
Facilities and Plant Operations  
33122 Valle Road  
San Juan Capistrano, California  
92675

Attachment "B"

3/6/12

Project: -- 1011-11 CVHS Performing Arts Theater

Purchase Order No.:

Contract Number: 1011-11

DSA Number: 04-110424

## REQUEST FOR INFORMATION

RFI No.: 00003

Title: EDGE RFI 003- Missing Info for TVSS

Date: 7/29/2011

Required: 8/5/2011

Answered: 8/3/2011

From: Jerry Fuchs

EDGE Development, Inc.

To:

Korin Lawing

Capistrano Unified School District

### Contractor's Request:

We are missing required information for the TVSS unit from panel DP-PAT. The unit is listed on the single line sheet E0.6. There are no ratings listed anywhere on the plans that we can see. Please advise.

### Proposed Solution:

### Owner's Representative's Additional Information:

### Architect of Record's Response:

See attached response to RFI 00003.

Commence the work described above immediately. In the event of a dispute of interpretation of the requested work, resolution shall be pursuant to the General Conditions Article 4.5 Disputes.



\* This response was provided FOR INFORMATION ONLY and does not affect the Contract.



\* This response is a CLARIFICATION OF THE CONTRACT (NO COST or TIME EFFECT)



\* This response is a MINOR CHANGE to the Contract with no effect to the Contract cost or time (NO COST OR TIME EFFECT)



\*\* This response CHANGES the Contract with an anticipated effect to Contract cost and/or time. (COST/TIME EFFECT). The District shall issue a Work Order to the Contractor.

\* This does not modify contract cost or time. If the recipient believes that the RFI affects contract cost or time, the recipient shall respond in writing in accordance with the Contract.

1 of 3

**EDGE Development, Inc.**

CVHS - Performing Arts Theater

Project # 11009

26301 Via Escolar

Mission Viejo, CA 92692

Tel: (951) 296-0776 Fax: (951) 296-0775

**Request for Information 003**

EDGE Detailed, Grouped by RFI Number

<b>RFI #: 003</b>	<b>Date Created: 7/19/2011</b>
-------------------	--------------------------------

Answer Company	Answered By	Author Company	Authored By
		Enterprise Electric Datacom 42625 Rio Nedo Temecula, CA 92590	Cole Kristensen

Co-Respondent	Author RFI Number
	002

Subject	Discipline	Category
Missing Required Information for the TVSS Unit	Electrical	Clarification

**Question****Date Required: 7/26/2011**

We are missing required information for the TVSS unit from panel DP-PAT. The unit is listed on the single line sheet E0.6. There are no ratings listed anywhere on the plans that we can see. Please advise.

**Suggestion****Answer****Date Answered:**

The  $I_n$  rating for the TVSS is 250kA, cat.3 clamping voltage & repetitive surge current capacity.

John Smith  
TTG 7/21/2011

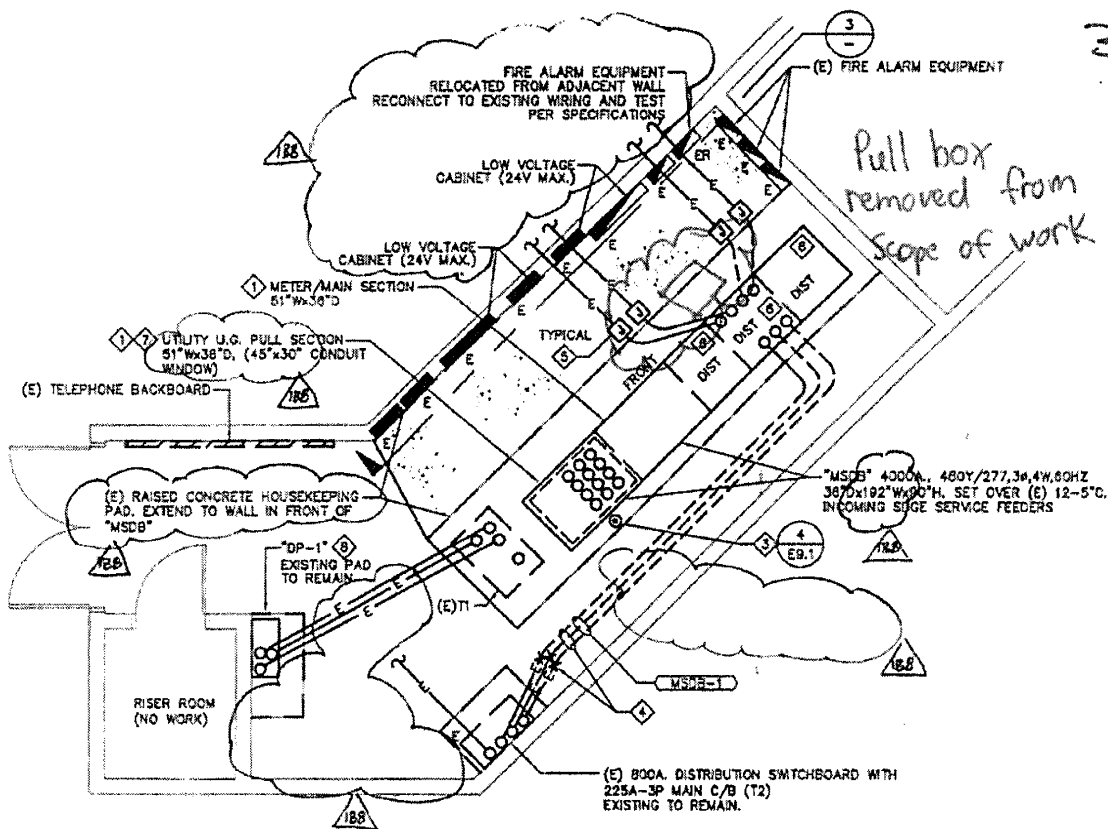
**Answered By****Date Answered:**

Cc:	Company Name	Contact Name	Copies	Notes
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2 of 3



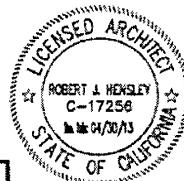
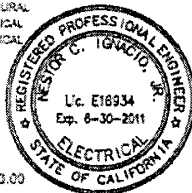
3/6/12

**REMODEL KEY NOTES**

- 1 REPLACEMENT MAIN SERVICE/DISTRIBUTION SWITCHBOARD "MSDB".
- 2 6"H. RAISED CONCRETE HOUSEKEEPING PAD. REFER TO 10 E9.1.
- 3 PROVIDE/INSTALL GROUND(S)/WELL(S).
- 4 INTERCEPT EXISTING OVERHEAD CONDUIT AND ROUTE TO "MSDB". PULL NEW CONDUCTORS AND TERMINATE.
- 5 INTERCEPT EXISTING OVERHEAD CONDUIT/CABLE RUN WITH PULLBOX. PROVIDE NEW CONDUCTORS FROM PULLBOX TO "MSDB".
- 6 SPLICE NEW TO EXISTING CONDUCTORS IN TRENCH BELOW CMITCHEAR. ROUTE TO "MSDB" AND TERMINATE. REFER TO SINGLE LINE DIAGRAM E0.6. VERIFY EXACT LOCATION & SIZE TO COVER ALL FEEDERS. COMPLETELY SEAL ALL CONDUIT ENTRIES AFTER CONDUCTORS INSTALLED.
- 7 NOTE: CONTRACTOR TO VERIFY THAT EXISTING CONDUIT STUB-UPS WILL FIT WITHIN PULL SECTION CONDUIT WINDOW.
- 8 NOTE: CONTRACTOR TO VERIFY THAT EXISTING CONDUIT STUB-UPS WILL FIT WITHIN CONDUIT WINDOW OF NEW EQUIPMENT. SPLICE AND EXTEND EXISTING CONDUCTORS TO NEW TERMINATIONS AS NEEDED.

**T M A D**  
**TAYLOR & GAINES**

800 North Ferrari Lane, Suite 100  
 Ontario, California 91784  
 Phone: 909.477.6915  
 Fax: 909.477.6916  
 www.tgcorp.com Project No. 2008.173.00



REFERENCE SHEET: E7.1

RED-8.02

DRAWN:	JHC/JS
CHECKED:	JLo/JS
DATE:	02/21/12
SCALE:	N.T.S.
JOB NO.:	08140.4

**CAPISTRANO VALLEY  
 PERFORMING ARTS THEATER  
 MISSION VIEJO, CA**

**WLC**  
 Architects, Inc.  
ARCHITECTS - INTERIORS - PLANNING - ENGINEERS

**SOUTHERN  
 CALIFORNIA**  
 8163 Rochester Ave.,  
 Suite 100  
 Rancho Cucamonga  
 California 91730-0725  
 tel: 909-987-0909  
 fax: 909-980-9980



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

DSA Number: 04-110424

## WORK ORDER

To: EDGE Development, Inc.  
27368  
Via Industria  
Temecula, CA 92590

Work Order No. : 00028  
Date: 3/1/2012

Title: Revised Fire Sprinkler Calcs

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

### Description of Proposal:

A 3rd Fire Hydrant Flow Test was performed on 2/17/12 because the initial flow test performed on 11/1/11 did not meet the flow requirements for the designed fire sprinkler system of 1,500 Gallons Per Minute (GPM). Therefore an additional flow test on 2/17/12 was requested at which an acceptable total of 1642 GPM was achieved. (Refer to Attachment "A" dated 3/1/12). With this new data the Hydraulic calculations had to be recalculated in order to submit the fire sprinkler shop drawings to DSA. As such, the District determined the additional costs and negotiated the full and final additional costs with the contractor in the amount noted below.

Item	Description	Amount
00001		\$924.00

### Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work 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 Work Order, unless otherwise provided in the Work Order.

### COST:

- ☒ Lump Sum **\$924.00** ☐ Not To Exceed \_\_\_\_\_
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices

### TIME:

- ☒ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at \_\_\_\_\_ days.
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: \_\_\_\_\_ Days: \_\_\_\_\_
- ☐ The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		3/23/12
Owner's Representative		3/21/12
Contractor		3/16/12
Architect of Record		3/21/12
Inspector of Record		3/21/12

**Capistrano Valley Performing Arts Theater BID # 1011-11**

**W.O. # 027**

**REVIEW**

DATA DATE: 3/1/12

Unforeseen Conditions at Sidewalk

Refer to Attachment "A" Dated 3/1/12

Add					
ITEM NO.	DESCRIPTION	U	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Fee to Recalculate the Hydraulic calculations for the Automatic Fire Sprinkler system based upon the 2/17/12 Fire Hydrant Flow Test . Design Fee: 8hrs X \$100/hr = \$800.00			\$ 800	\$ 800
Subtotal Add					\$ 800.00
Subtotal Add					\$ 800.00
10% Sub Fee					\$ 80.00
Subtotal					\$ 880.00
5% G.C./ins. Fee					\$ 44.00
<b>FULL AND FINAL TOTAL *</b>					<b>\$ 924</b>

\*Rounded to nearest dollar

Attachment "A"  
3/1/12

**tyco**

Fire &  
Security

**SimplexGrinnell**

SimplexGrinnell LP  
1701 W. Sequoia Avenue  
Orange, CA 92868

Tel No. (714) 870-1010  
Fax No. (714) 939-9130

www.simplexgrinnell.com  
Calif. License No. 802591

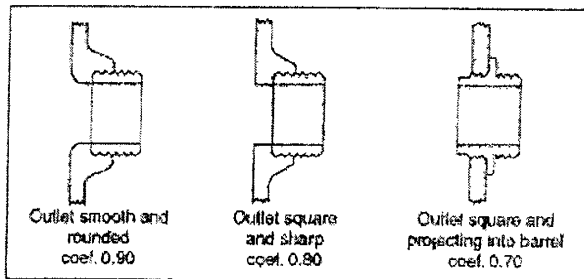
## **FIRE HYDRANT FLOW TEST DATA SHEET**

### **GENERAL INFO: CUSD Capistrano Valley High School**

CITY: Mission Viejo  
STATE: CA  
ADDRESS: 26301 Via Escolar  
DATE: 2/17/2012  
TIME: 15:00  
TEMPERATURE: N/A

### **TYPE OF SYSTEM**

GRAVITY:  
PUMPS:  
COMBINATION:  
CITY: X



### **NOTES:**

TEST CONDUCTED BY: Tom O'Brien

Note: Test included flowing two hydrants while watching a residual pressure on a third hydrant. Hydrant one had two 2-1/2" outlets flowing with a pitot reading of 8 on each outlet. Hydrant two had one 2-1/2" outlet flowing with a pitot reading at 17. Each outlet had a coefficient of .90. The third hydrant had residual pressure of 35 PSI. With all three 2-1/2" outlets flowing a total of 1642 GPM was achieved.

### **HYDRANT #1 SIZE:**

**2-1/2" x 2**

STATIC: 60  
RESID: 35  
PITOT: 8x2 @ .90 coef.  
GPM: 475 x 2 = 950

### **HYDRANT #2 SIZE: 2-1/2**

STATIC: 60  
RESID: 35  
PITOT: 17 @ .90 coef  
GPM: 692

### **ADJUSTED TOTALS**

STATIC: 60  
RESID: 35  
FLOW: 1642 GPM

# Change Order Summary Log

San Juan Hills High School Stadium Phase II

DSA # 04-108716

Data Date 3/30/2012

Description	Change Order #3
Original Contract Sum	\$ 1,640,000.00
Net Change by Previous Authorized Requests and Changes	\$ 64,033.00
Contract Sum Prior to this Change Order	\$ 1,704,033.00
Contract Sum Will Be Increased	\$ 5,285.00
New Contract Sum Including this Change Order	\$ 1,709,318.00

**EXECUTED OR BOARD SUBMITTED CO'S & EXECUTED WO'S**  
**San Juan High School Stadium Phase II**  
**RESPONSIBILITY CODE LOG**

Data Date 3/29/2012

TOTAL ORIGINAL CONTRACT VALUE: \$1,640,000.00  
 TOTAL CURRENT CONTRACT VALUE: \$1,709,318.00

WO = Work Order  
 COP = Cost Proposal  
 CO = Change Order  
 APPWO = Fully Executed Work Order

RESPONSIBILITY CODE	No.	VALUATION	Pending	Percent
Differing Conditions	1	\$41,209.00	\$0.00	2.51%
Errors and Omissions	2	\$5,471.00	\$0.00	0.33%
Value Enhancement	3	\$22,638.00	\$0.00	1.38%
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	\$0.00	\$0.00	0.00%
Other	8	\$0.00	\$0.00	0.00%
<b>Total Approved Change</b>		<b>\$69,318.00</b>	<b>\$0.00</b>	<b>4.23%</b>
<b>Percent Change</b>		<b>\$69,318.00</b>	<b>0.00%</b>	<b>4.23%</b>

Change Order	DOCUMENT TYPE	DOCUMENT NUMBER	ORIGIN DATE	DESCRIPTION / TITLE	STATUS	VALUATION	TO PROJECT COMPLETION	RESPONSIBILITY CODE	Pending Code	STATUS	DSA Approved	Board Excerpt
CO #1	WO	1	1/19/12	Bleacher Material Shortage		\$35,924.00	1			S		
CO #2	WO	2	12/21/11	Additional Landscaping		\$22,638.00	3			S		
	WO		02/17/12	New Concrete Curb @ Pole Vault Area		\$5,471.00	2			S		
CO #3	WO	3	03/29/12	Existing Electrical Conditions		\$5,285.00	1			S		



Capistrano Unified School District  
Facilities and Plant Operations  
33122 Valle Road  
San Juan Capistrano, California  
92675

Project: -- 1011-15 SJHHS Stadium Phase II

Purchase Order No. :

Contract Number: 1011-15

DSA Number: A04-108716

## CHANGE ORDER

To: Ohno Construction Company  
16174  
Fontana, CA 92337

Change Order No. : 00003

Date: 3/29/2012

Title: Change Order #003

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
001	Differing Conditions	0	\$5,285.00

Work Order #003: During potholing for existing utilities on 3/5/2012, it was discovered that the existing conduit duct bank obstructs the installation of the retaining wall footing and bleacher ramp piers. In order to mitigate the existing conditions in the field, Contractor shall make changes to the scope pursuant to PJHM's responses to RFI #13 dated 2/2/2012, RFI #14 dated 3/7/2012, and RFI #18 dated 3/7/2012. Scope includes the following:

- 1.) Reroute approximately 45 linear feet of (3) 2" conduits on the West end of the retaining wall. Provide 17X30 concrete pull box for normal power and 11X17 for emergency power. Refer to Attachment "A".
- 2.) Provide approximately 30 linear feet of trenching. Relocate 7 (210 total feet of conduit) approximately 1'-0" to the north as required to avoid piers per Attachment "B".
- 3.) Relocate Pier 14RB 1'-0" to the South, towards pier 14RA per DSA approved Field Change Document #A-03.

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	.....	\$1,640,000.00
Net Change by Previously Authorized Requests and Changes	.....	\$64,033.00
The Contract Sum Prior to This Change Order was	.....	\$1,704,033.00
The Contract Sum Will be Increased	.....	\$5,285.00
The New Contract Sum Including This Change Order	.....	\$1,709,318.00
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	3/30/12
Contractor	3/30/12
Architect of Record	3/30/2012
Inspector of Record	3/30/12



Capistrano Unified School District  
Facilities and Plant Operations  
33122 Valle Road  
San Juan Capistrano, California 92675

**Project:** -- 1011-15 SJHHS Stadium Phase II  
**Contract Number:** 1011-15

**DSA Number:** A04-108716

## **WORK ORDER**

**To:** Ohno Construction Company  
16174  
Boyle Avenue  
Fontana, CA 92337

**Work Order No. :** 00003  
**Date:** 3/27/2012

**Title:** Existing Electrical Conditions

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

### **Description of Proposal:**

During potholing for existing utilities on 3/5/2012, it was discovered that the existing conduit duct bank obstructs the installation of the retaining wall footing and bleacher ramp piers. In order to mitigate the existing conditions in the field, Contractor shall make changes to the scope pursuant to Architect's of Record (AOR) responses to RFI #13 dated 2/2/2012, RFI #14 dated 3/7/2012, and RFI #18 dated 3/7/2012. Scope includes the following:

- 1.) Reroute approximately 45 linear feet of (3) 2" conduits on the West end of the retaining wall. Provide 17X30 concrete pull box for normal power and 11X17 for emergency power. Refer to Attachment "A".
- 2.) Provide approximately 30 linear feet of trenching. Relocate 7 (210 total feet of conduit) approximately 1'-0" to the north as required to avoid piers per Attachment "B".
- 3.) Relocate Pier 14RB 1'-0" to the South, towards pier 14RA per Attachment "C".

Item	Description	Amount
00001		\$5,285.00

### **Proposal Details:**

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work 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 Work Order, unless otherwise provided in the Work Order.



Capistrano Unified School District  
Facilities and Plant Operations  
33122 Valle Road  
San Juan Capistrano, California 92675

Project: -- 1011-15 SJHHS Stadium Phase II  
Contract Number: 1011-15

DSA Number: A04-108716

## WORK ORDER

To: Ohno Construction Company  
16174  
Boyle Avenue  
Fontana, CA 92337

Work Order No. : 00003  
Date: 3/27/2012

Title: Existing Electrical Conditions

### COST:

- ☒ Lump Sum **\$5,285.00** ☐ Not To Exceed \_\_\_\_\_
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices

### TIME:

- ☒ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at \_\_\_\_\_ days.
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: \_\_\_\_\_ Days: \_\_\_\_\_
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		3/29/12
Owner's Representative		3/27/12
Contractor		3/27/12
Architect of Record		3/27/12
Inspector of Record		3/27/12

Page 2 of 2

San Juan Hills High School  
Stadium Completion  
Work Order #003

**West Side:**

45' Trench

4 MH Labor @ \$65	\$	260.00
1/2 day Back Hoe	\$	125.00
Concrete Pour Back	\$	1,875.00
Conduit/Boxes		
90 LF of Conduit @ \$1/lf	\$	90.00
2 boxes @ \$150 each	\$	300.00
8 MH Labor @ \$65	\$	520.00
<hr/>		
Cost	\$	3,170.00
Markup @ 15%	\$	194.00
	<b>\$</b>	<b>3,364.00</b>

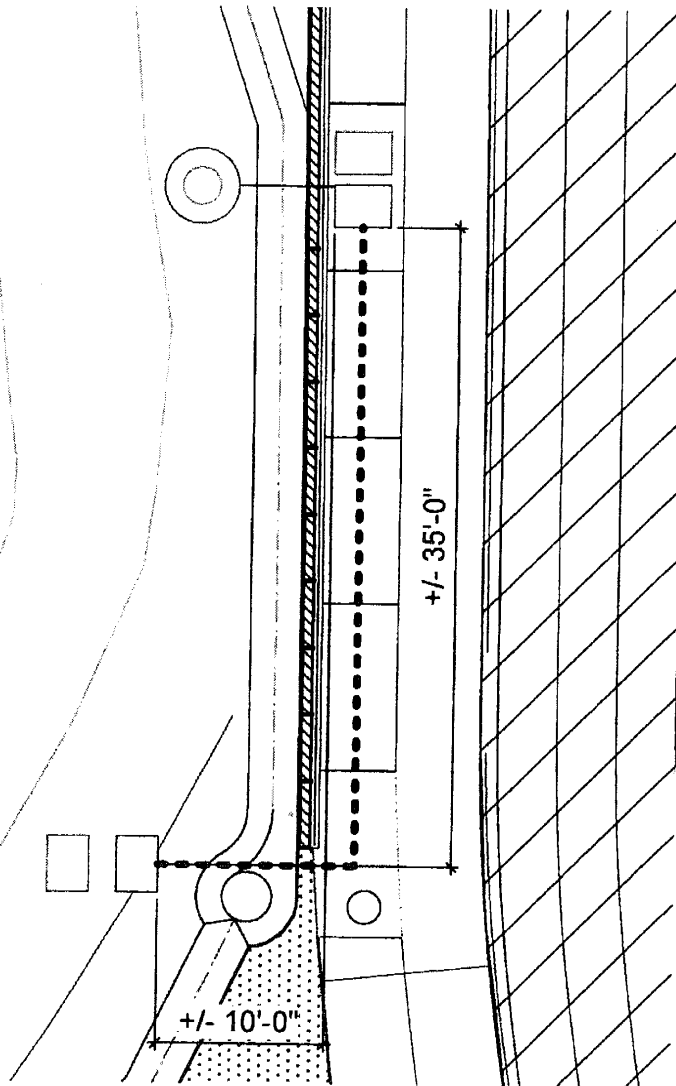
East End:

35' Trench

4 MH Labor @ \$65	\$	260.00
1/2 day Back Hoe	\$	125.00
Conduits		
245' Conduit @ \$1 /lf	\$	245.00
16 MH Labor @ \$65	\$	1,040.00
<hr/>		
Cost	\$	1,670.00
Markup @ 15%	\$	251.00
	<b>\$</b>	<b>1,921.00</b>

<b>TOTAL W.O. #03</b>	<b>\$</b>	<b>5,285.00</b>
-----------------------	-----------	-----------------

REROUTE APPROXIMATELY  
45 LINEAR FEET OF (3) 2"  
CONDUITS ON THE WEST  
END OF THE RETAINING  
WALL. PROVIDE 17X30  
CONCRETE PULL BOX FOR  
NORMAL POWER AND 11X17  
FOR EMERGENCY POWER



ENLARGED SITE PLAN

WORK  
ORDER #3

ATTACHMENT  
A

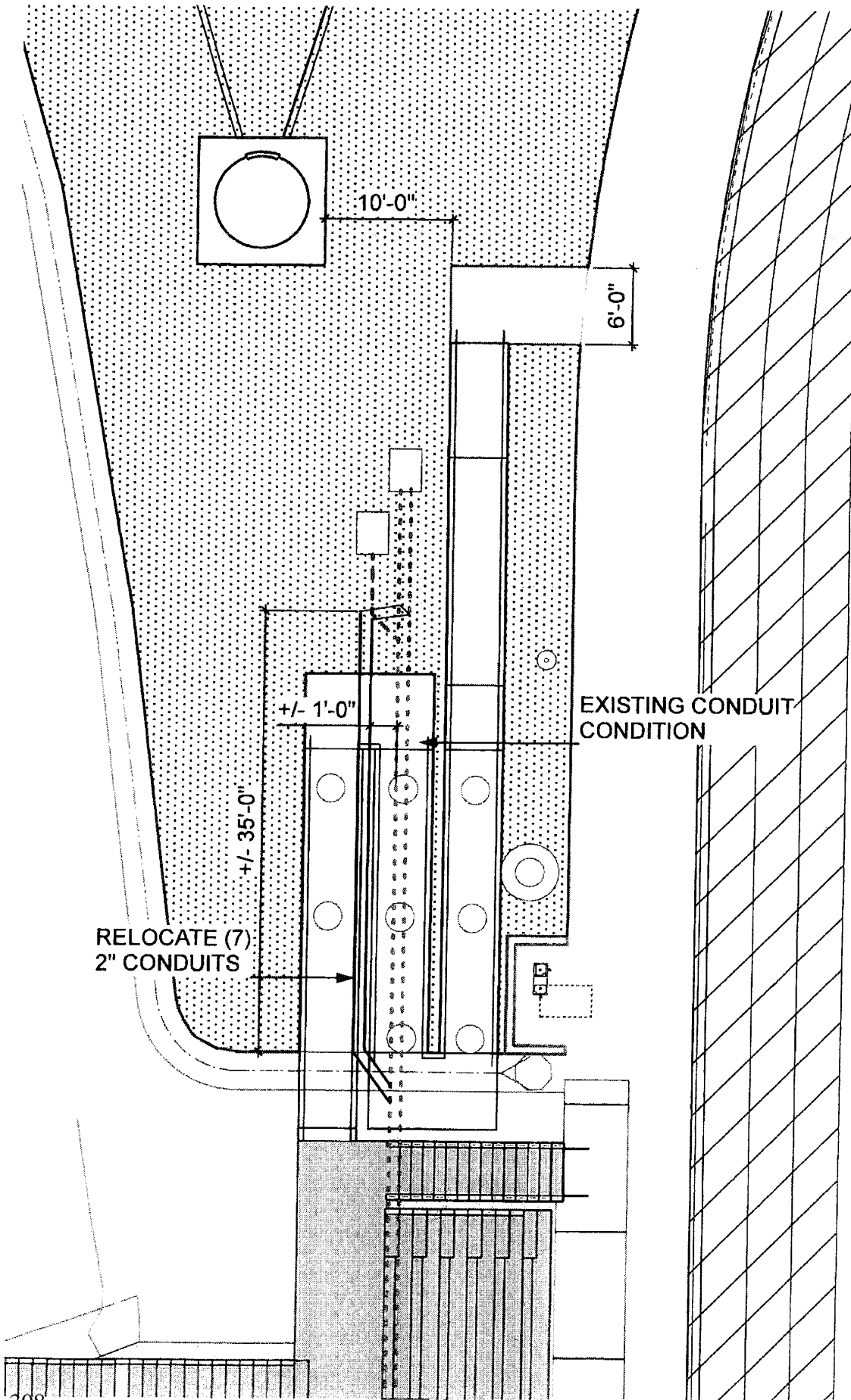
3/9/2012

SAN JUAN HILLS HIGH SCHOOL  
STADIUM COMPLETION

CAPISTRANO UNIFIED SCHOOL DISTRICT

**pjhm**  
architects

OC: 24461 Ridge Route Drive #110, Laguna Hills, CA 92653 • p: 949.496.6191 • SD: 804 Pier View Way #103, Oceanside, CA 92054 • p: 760.730.5527 • www.pjhm.com



ENLARGED SITE PLAN

WORK  
ORDER #3

ATTACHMENT  
B

3/9/2012

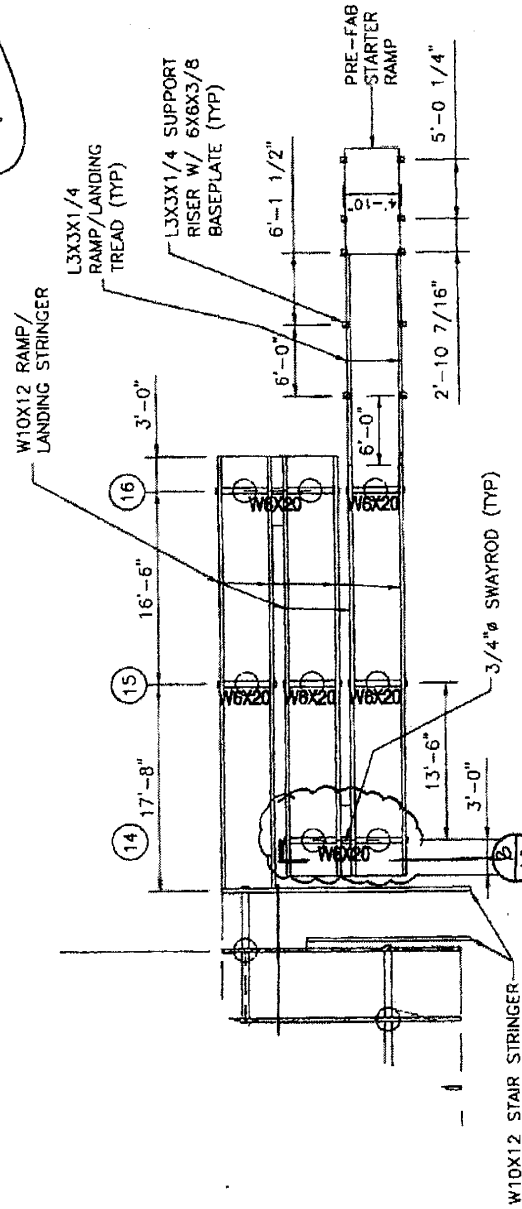
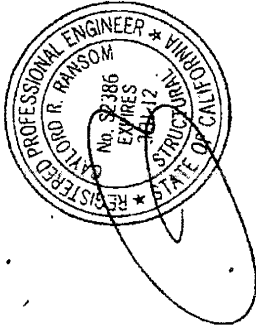
SAN JUAN HILLS HIGH SCHOOL  
STADIUM COMPLETION

CAPISTRANO UNIFIED SCHOOL DISTRICT

**pjhm**  
architects

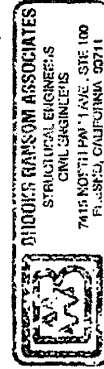
OC: 24461 Ridge Route Drive #110, Laguna Hills, CA 92653 • p: 949.496.6191 • SD: 804 Pier View Way #103, Oceanside, CA 92054 • p: 760.730.5527 • www.pjhm.com

A# 04-108716/FILE 30-9



PLAN UNDERSTANDING PLAN N.T.S.

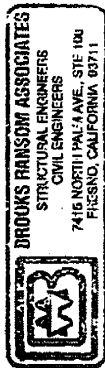
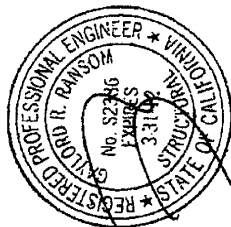
DEF. DET. 2/1 FOR  
A000. IMP.



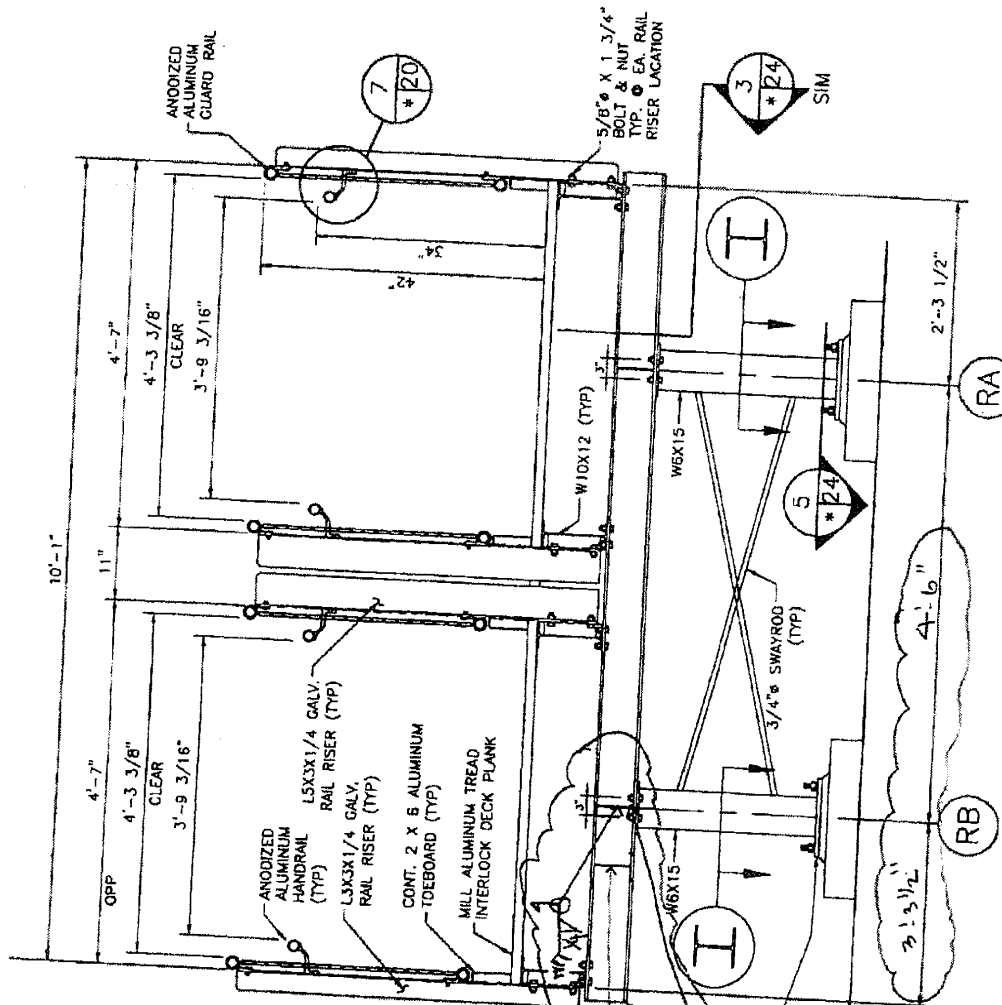
SAN JUAN HILLS H.S.  
HOME SIDE

SJHHS Stadium  
W.O. #3  
Attachment "C"  
1 of 2

A# 04-108716/FILE 30-9



SAN JUAN HILLS H.S.  
HOME SIDE



ABANDON  
(P) STIFF &  
HOLES

PROVIDE NEW 3/8\"/>

DETAIL  
REF. DET. 2/9 FOR  
ADD'L INFO.

**SJHHS Stadium**  
**W.O. #3**  
**Attachment "C"**  
**2 of 2**



Capistrano Unified School District  
Facilities and Plant Operations  
33122 Valle Road  
San Juan Capistrano, California  
92675

Project: -- 1011-15 SJHHS Stadium Phase II

Contract Number: 1011-15

Purchase Order No.:

DSA Number: A04-108716

## **REQUEST FOR INFORMATION**

RFI No.: 00013

Title: Relocating conduits at footing

Date: 2/1/2012

Required: 2/3/2012

Answered: 3/2/2012

From: Jeff Byerly  
Ohno Construction Company

To: Korin Lawing  
Capistrano Unified School District

### **Contractor's Request:**

See Attachment

### **Proposed Solution:**

See Attachment

### **Owner's Representative's Additional Information:**

### **Architect of Record's Response:**

Contractor's solution to reroute the conduits out of the footings is acceptable.  
Provide a 17 x 30 pull box for the normal power and a 11x17 for the E power.  
MM/Fba  
2/2/12

Commence the work described above immediately. In the event of a dispute of interpretation of the requested work, resolution shall be pursuant to the General Conditions Article 4.5 Disputes.

☐

\* This response was provided FOR INFORMATION ONLY and does not affect the Contract.

☐

\* This response is a CLARIFICATION OF THE CONTRACT (NO COST or TIME EFFECT)

☒

\* This response is a MINOR CHANGE to the Contract with no effect to the Contract cost or time (NO COST OR TIME EFFECT)

☐

\*\* This response CHANGES the Contract with an anticipated effect to Contract cost and/or time. (COST/TIME EFFECT). The District shall issue a Work Order to the Contractor.

\* This does not modify contract cost or time. If the recipient believes that the RFI affects contract cost or time, the recipient shall respond in writing in accordance with the Contract.

**REQUEST FOR INFORMATION**

ACE ELECTRIC - RFI # 004

ACE JOB # 1569

PROJECT: San Juan Hills High School Stadium Phase II, CompletionCONTRACT # Bid No. 1011-15GC / CM: Ohno Construction

GC / CM JOB # \_\_\_\_\_

ARCH/ENG: PJHM Architects / FBA EngineeringSUBJECT: Relocation of existing 3-2" conduits at retaining wall footingPLANS REFERENCED: E1.1, A1.1 sketch attachedSPEC SECTIONS: naWRITTEN BY: Craig SmallDATE: 01/31/12**QUESTION(S)**

- 1) To relocate the existing conduits from the retaining wall footing, we propose to install 2 underground pull boxes, one for normal and one for emergency power, in the sidewalk directly in front of the north west musco pole.

New conduits will be routed west under the sidewalk, to be removed, and then reconnected to the existing 2" conduits west of the retaining wall footing. Another pair of pull boxes may need to be set west of the footing to make the connection to existing pb's E1 & E2, see sketch.

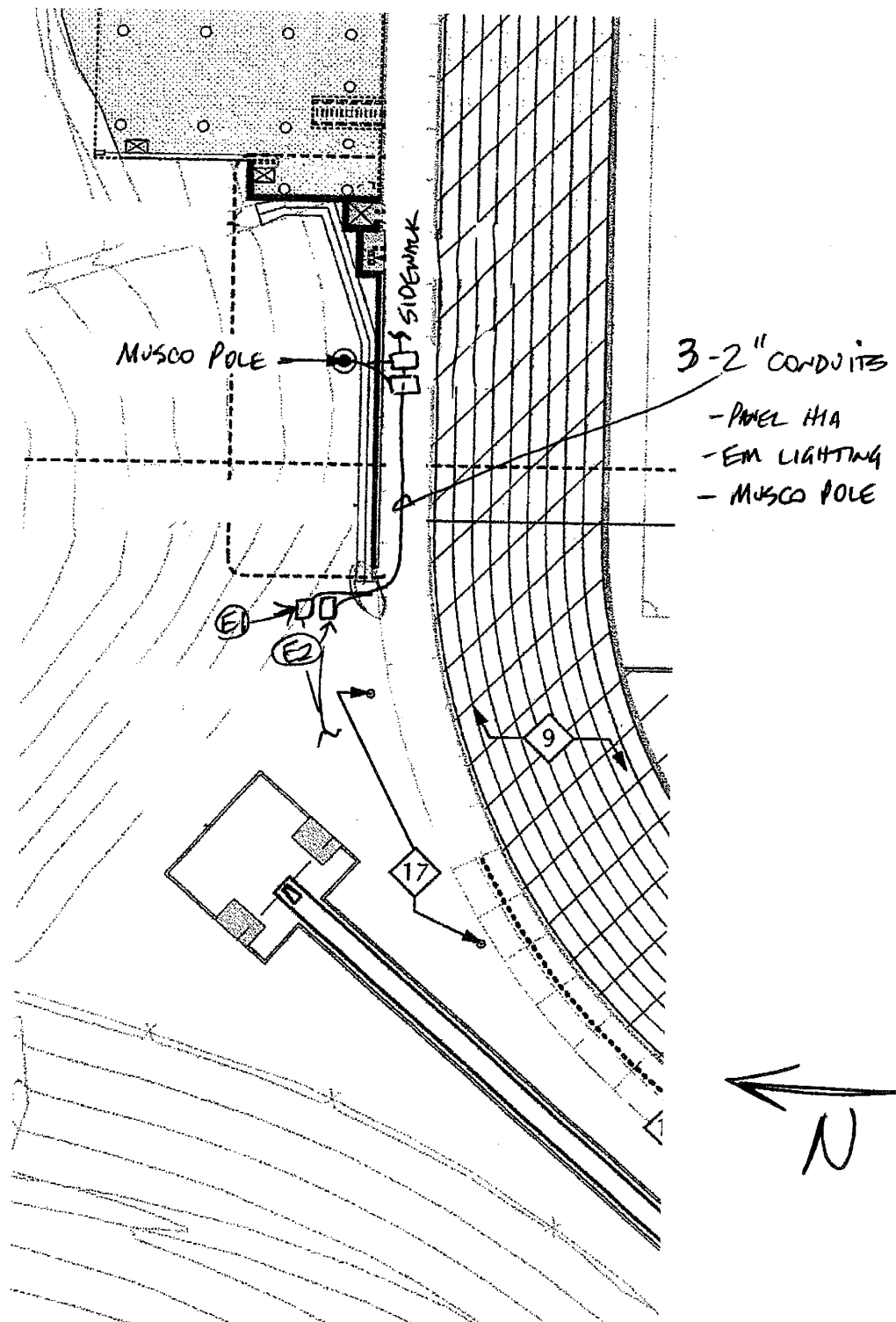
The existing conduits from the musco pole will have to remain and pass through the new footing. The conduits can be sleeved or wrapped.

Please advise. This is an urgent matter.

COST IMPACT: TBDTIME IMPACT: TBD

DATE: \_\_\_\_\_

RESPONSE: \_\_\_\_\_



SAN JUAN HILLS HS STADIUM



Capistrano Unified School District  
Facilities and Plant Operations  
33122 Valle Road  
San Juan Capistrano, California  
92675

**Project:** -- 1011-15 SJHHS Stadium Phase II

**Purchase Order No.:**

**Contract Number:** 1011-15

**DSA Number:** A04-108716

## **REQUEST FOR INFORMATION**

**RFI No.:** 00014

**Title:** Pile Conflict Drawing

**Date:** 2/14/2012

**Required:** 2/17/2012

**Answered:** 3/7/2012

**From:** Jeff Byerly  
Ohno Construction Company

**To:** Korin Lawing  
Capistrano Unified School District

### **Contractor's Request:**

The east side bleacher ramp area we have conflicts with existing structures for the ramp support piles.

Please confirm that piles RB14, RA15, RB15 are in conflict. The layout puts them in the V ditch.

Piles RC15, RB15, RA15 are in conflict with the existing electrical ducbank

### **Proposed Solution:**

Relocate v ditch and electrical conduits

### **Owner's Representative's Additional Information:**

### **Architect of Record's Response:**

Per additional site investigation, it was determined that the conduits do not require relocation around ramp piers. Relocate 7 (210 total feet of conduit) approximately 1'-0" to the north as required to avoid piers. See attached.

This answer shall supersede answer provided on 2/22/2012.

Christian Cochrun, PJHM Architects, Inc. 3/7/2012

Per site meeting with Ohno, District, IOR and PJHM:

- 1.) Demo a section of the V-ditch and re-pour as required to avoid new ramp piers.
- 2.) Relocate conduits as required to avoid piers. Abandoned conduits in place. At new P.O.C., provide two (2) 6E concrete pull boxes (one (1) for power and one (1) for low voltage) and one (1) 3E concrete pull box for emergency power.

Christian Cochrun, PJHM Architects, Inc. 2/22/2012

Commence the work described above immediately. In the event of a dispute of interpretation of the requested work, resolution shall be pursuant to the General Conditions Article 4.5 Disputes.

☐ \* This response was provided FOR INFORMATION ONLY and does not affect the Contract.

Primavera 8

Page 1 of 2



Capistrano Unified School District  
Facilities and Plant Operations  
33122 Valle Road  
San Juan Capistrano, California  
92675

Project: -- 1011-15 SJHHS Stadium Phase II

Contract Number: 1011-15

Purchase Order No.:

DSA Number: A04-108716

## **REQUEST FOR INFORMATION**

- ☐ \* This response was provided FOR INFORMATION ONLY and does not affect the Contract.
- ☐ \* This response is a CLARIFICATION OF THE CONTRACT (NO COST or TIME EFFECT)
- ☐ \* This response is a MINOR CHANGE to the Contract with no effect to the Contract cost or time (NO COST OR TIME EFFECT)
- ☒ \*\* This response CHANGES the Contract with an anticipated effect to Contract cost and/or time. (COST/TIME EFFECT). The District shall issue a Work Order to the Contractor.

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Capistrano Unified School District  
Facilities and Plant Operations  
33122 Valle Road  
San Juan Capistrano, California  
92675

Project: -- 1011-15 SJHHS Stadium Phase II

Contract Number: 1011-15

Purchase Order No.:

DSA Number: A04-108716

## **REQUEST FOR INFORMATION**

RFI No.: 00018

Title: RFI 17 Clairification

Date: 3/6/2012

Required: 3/7/2012

Answered: 3/7/2012

From: Jeff Byerly  
Ohno Construction Company

To: Korin Lawing  
Capistrano Unified School District

### **Contractor's Request:**

Pier 12RB is in conflict with conduit location

### **Proposed Solution:**

Pier 12RB needs to move 12" towards pier 14RA

### **Owner's Representative's Additional Information:**

### **Architect of Record's Response:**

Per site visit on 3/6/2012, Ohno requested to relocate pier 14RB 1'-0" to the South towards pier 14RA to avoid high voltage electrical conduits. Proposed solution is acceptable, see attached Field Change Directive #03.

Commence the work described above immediately. In the event of a dispute of interpretation of the requested work, resolution shall be pursuant to the General Conditions Article 4.5 Disputes.

☐

\* This response was provided FOR INFORMATION ONLY and does not affect the Contract.

☐

\* This response is a CLARIFICATION OF THE CONTRACT (NO COST or TIME EFFECT)

☐

\* This response is a MINOR CHANGE to the Contract with no effect to the Contract cost or time (NO COST OR TIME EFFECT)

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Division of the  
**State Architect**

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

**Division of the State Architect**

San Diego Regional Office  
10920 Via Frontera, Suite 300 - San Diego, CA 92127  
(858) 674-5400 • Fax (858) 674-5471 • [www.dsa.dgs.ca.gov](http://www.dsa.dgs.ca.gov)

**ADDENDUM, CHANGE ORDER, DRAWING, DEFERRED APPROVAL WORKSHEET AND TRANSMITTAL MEMO**

SSS 143-1 (Revised 12/06)

File Number: **30-9**

Application: **04-108716**

Job **SAN JUAN HILLS HIGH SCHOOL**

Change Order No.	Addendum No.	Deferred Submittal	Clarifications	Field Change Document	Other
				<b>A-03</b>	

List of Material Received: 3/9/2012  Resubmitted: Amount of Change: \$	A. Master Copy (3) <b>ORIGINAL</b>				
	B. Copies ( ) <b>REVISED</b>				
	C. Tracing(s) each		of Sheet(s) Number(s)		
	D. Print(s) each		of Sheet(s) Number(s)		
	E.				
	F.				

List of Material Approved:	<i>See above</i>				
-------------------------------	------------------	--	--	--	--

List of Material <input checked="" type="checkbox"/> Sent <input type="checkbox"/> Handed <input type="checkbox"/> Faxed	To: <input checked="" type="checkbox"/> Architect <input type="checkbox"/> Structural Engineer	Company:	Attention:
		<b>PJHM ARCHITECTS</b>	<b>CHRISTIAN COCHRAN</b>
	Item:	<b>24461 Ridge Route Drive, Suite 100 Laguna Hills, CA 92653</b>	
	Copies:	<b>Phone # (949) 496-6191 Fax # (949) 496-0269</b>	

Remaining Requirements:  <input type="checkbox"/> None	<input type="checkbox"/> Corrections Required		<input checked="" type="checkbox"/> Change Order Required
	If Corrections are required, please submit the following:		
	1. Intact marked up check set.		
	2. This transmittal memo.		
	3. Two corrected copies of submittal.		
	4. Calculations and other back-up information.		
	5. Drawings bearing preliminary approval stamps to avoid re-review whenever possible.		
	Remarks:		

Notes for Clerical Use Only: MEM	<input type="checkbox"/> Please Make File Copy of: _____		
	<input type="checkbox"/> Extend Plans and Specs Approval to Cover: _____		
	<input type="checkbox"/> Revised Plans and Specs. <input type="checkbox"/> Other: _____		
	<input type="checkbox"/> Additional: Plans and Specs Scope Increase: _____ Type of Approval: _____		

	SSS <b>JAY KINHAL</b>	FLS <input checked="" type="checkbox"/> Not Required	ACS <input checked="" type="checkbox"/> Not Required
Checked by:	<i>J. Kinhal</i>		
Approved by:	<i>Approved</i>		
Date:	<i>3/14/12</i>		

# transmittal

DATE: 3/8/2012

VIA: USPS

TO: Division of the State Architect - San Diego  
10920 Via Frontera  
Suite 300  
San Diego, CA 92127-1704

ATTN: Jay Kinhal

RE: CUSD SJHHS Stadium Completion  
A#.04-108716 / File 30-9

FOR YOUR: Review Approval

DESC.: (2) Copies: Field Change Document #A-03

REMARKS: Please give me a call if you have any questions or concerns.  
Thank you.

FROM: Christian Cochrun

CC: File 10

RECEIVED  
MAR 09 2012  
DSA-SAN DIEGO

pjhm.architects

OC 24461 Ridge Route Drive #100 • Laguna Hills CA 92653 P 949-496-6191  
SD 804 Pier View Way #103 • Oceanside CA 92054 P 760-730-5527

# field change document

FIELD CHANGE DOCUMENT NO: A-03

DATE: March 5, 2012

TO: Division of the State Architect - San Diego  
10920 Via Frontera Suite 300  
San Diego, CA 92127-1704

ATTN: Jay Kinhal

RE: CUSD San Juan Hills HS - Stadium Completion  
A.#04-108716 / File #30-9

TITLE: RELOCATION OF PIER 14RB

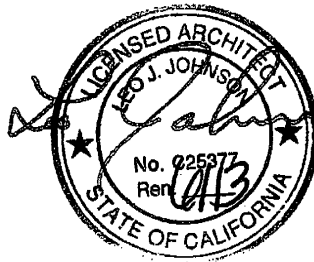
DESCRIPTION: Relocate pier 14RB 12" to the south towards pier 14RA

REASON: To avoid existing unforeseen high voltage electrical conduits.

REQUESTED BY: Contractor

FROM: Christian Cochran  
pjhm architects  
Construction Administrator

CC: Matt Bangert, Knowland Construction Services  
Curtis Parker, Project Inspector  
File 10



APPROVED  
DIVISION OF THE STATE ARCHITECT

ACS        FLS        SSS UK  
A#04- 108716 DATE 3/14/12

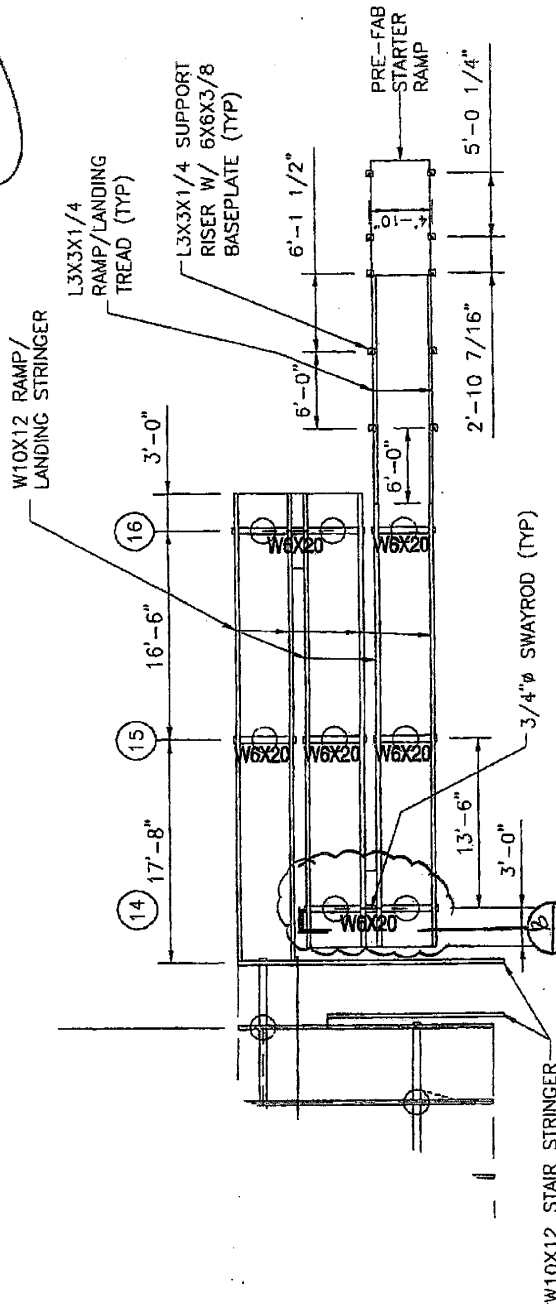
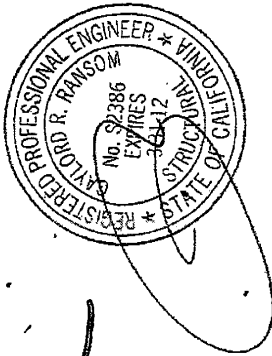
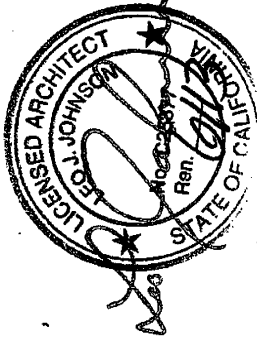
CUSD.10.03

**pjhm.architects**

OC 24461 Ridge Route Drive #100 • Laguna Hills CA 92653 P 949-496-6191  
SD 804 Pier View Way #103 • Oceanside CA 92054 P 760-730-5527

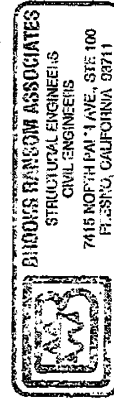
PJHM.COM

A# 04-108716/FILE 30-9



A PARTIAL UNDERSTRUCTURE PLAN  
N.T.S.

DEF. DET. 2/1 FOR  
ADD. W.D.



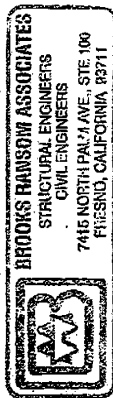
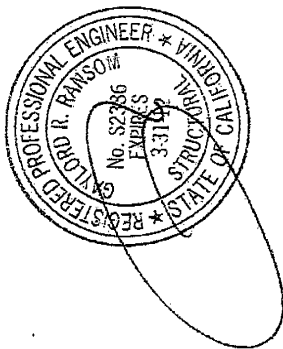
SAN JUAN HILLS H.S.  
HOME SIDE

APPROVED  
DIVISION OF THE STATE ARCHITECT  
ACS \_\_\_\_\_ FLS \_\_\_\_\_ SSS JK  
A#04-108716 DATE 3/14/12

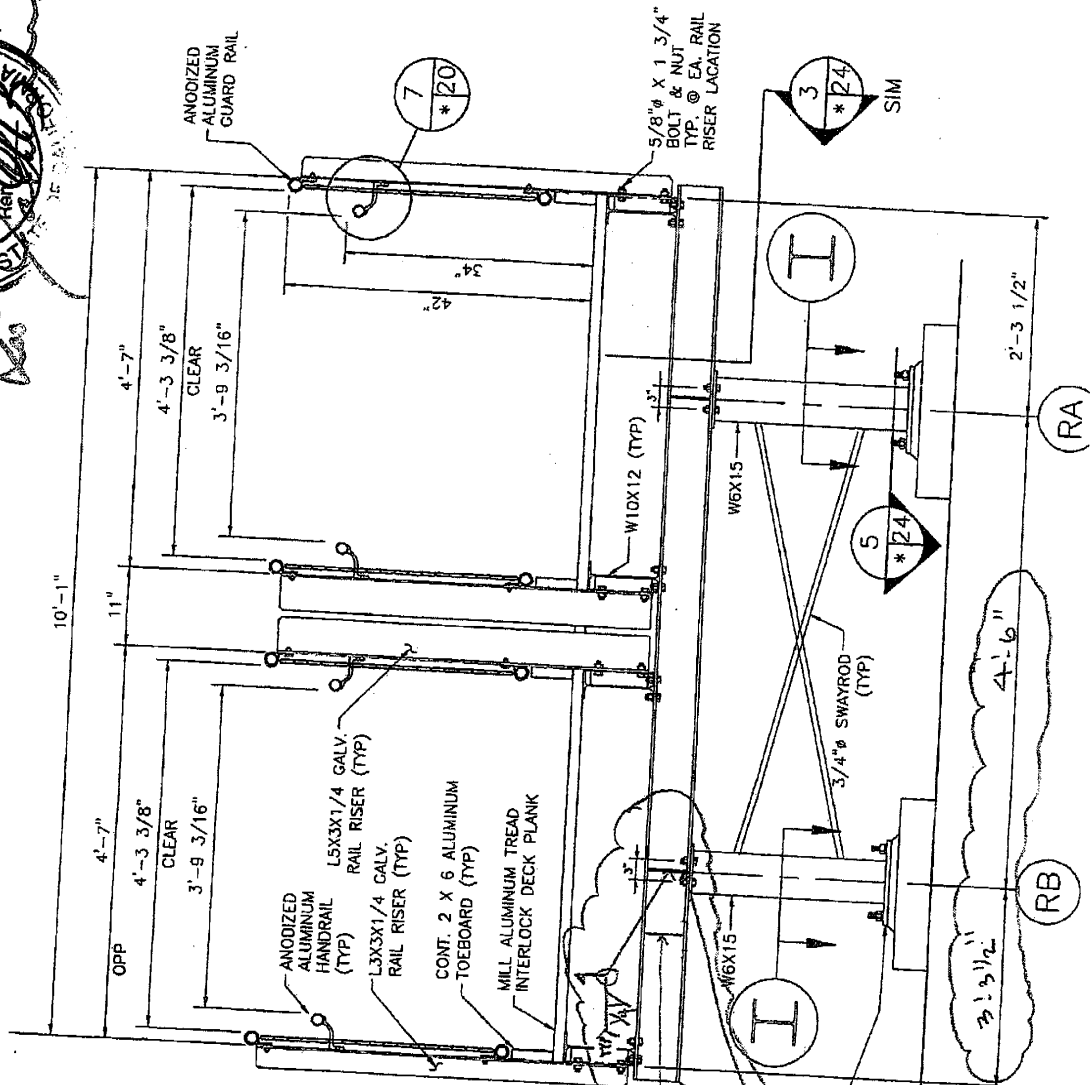
31

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ACS FLS SSS JK  
A#04- 08716 DATE 3/1/12

A# 04-108716/FILE 30-9



SAN JUAN HILLS H.S.  
HOME SIDE



ABANDON  
(B) STIFF. &  
HOLDS

PROVIDE NEW 3/8 STIFF &  
NEW HOLDS FOR BOLTS PER  
DET. 3/12/4

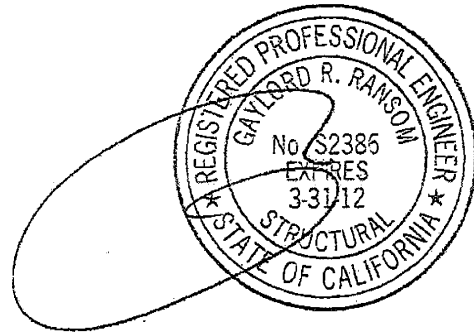
12 X 12 X 5/8 PLATE (50 KSI) &  
3/4 X 18 HEADED ANCHOR BOLT  
W/2 HEX HEAD NUTS & FLAT WASHER

B-1  
DETAIL  
REF. DET. 2/9 FOR  
ADD'L INFO.

SAN JUAN HILLS H.S.

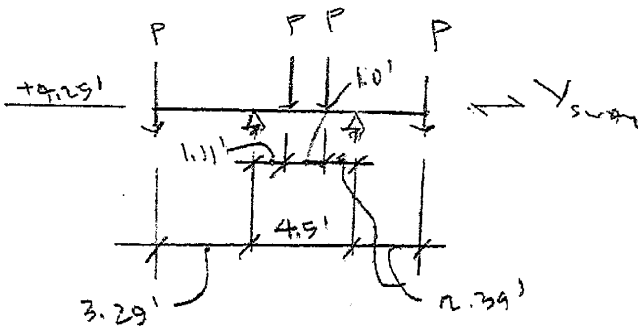
HOME SIDE

DAMP & RIGHT END



REDUCATE GMD 14RB 1'-0" WIDER TO 14RA  
DUE TO EXISTING SIDE UTILITIES.

CHECK W6x20 BEAM & COLUMNS



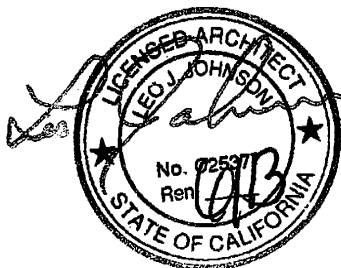
$$P_{OL} = 0.01 (4.50/2) 9.75 = 0.22^k$$

$$P_{UL} = 0.10 (4.50/2) 9.75 = 2.23^k$$

$$Y_{sway \perp} = 0.01 (4.50/2.0) \frac{9.75'}{1.5'} 2.0 = 0.31^k$$

$$VUE = 0.75^k$$

W6x20 Beam &  
W6x15 cols. STW OK



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ACS        FLS        SSS JK  
A#04-108716 DATE 3/14/12

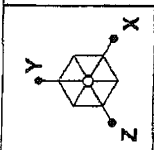
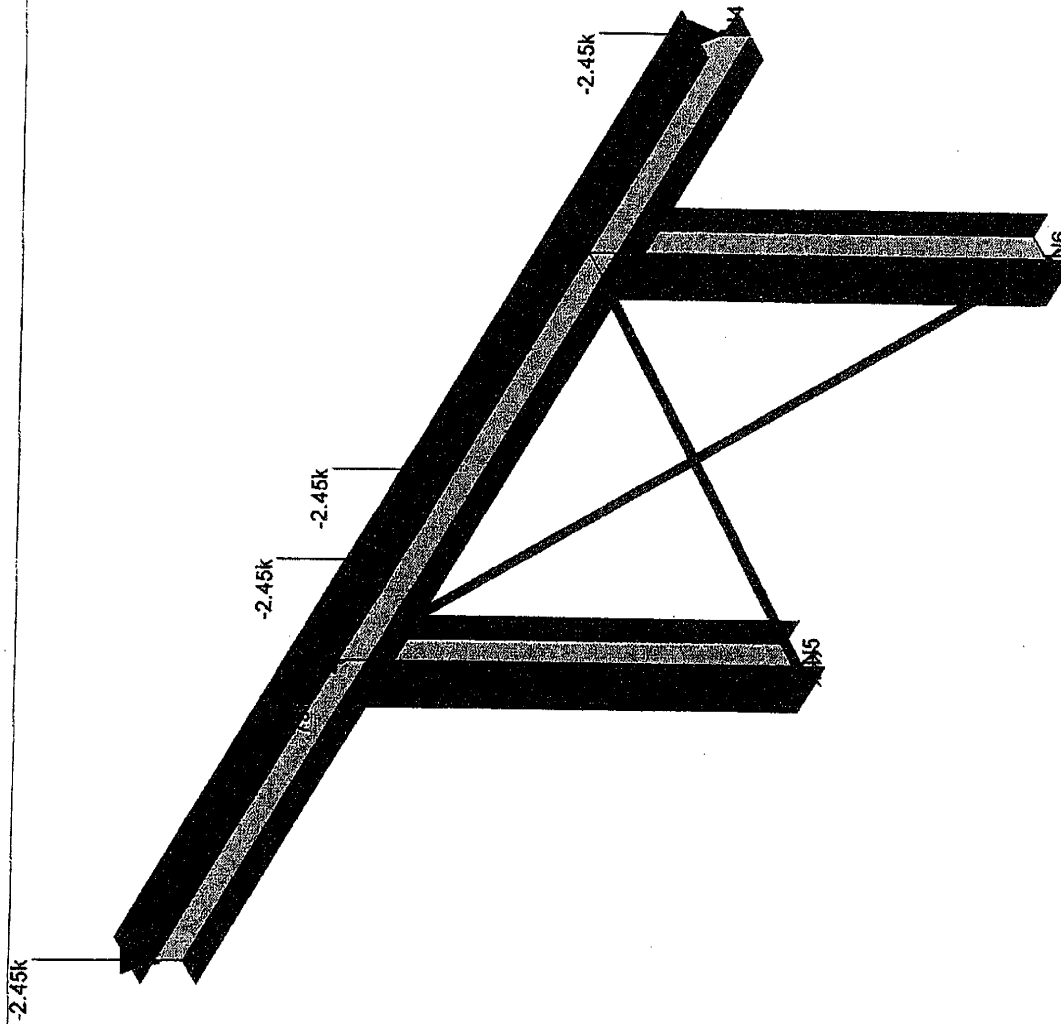
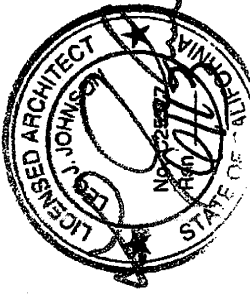
**BROOKS-RANSOM ASSOCIATES**  
STRUCTURAL ENGINEERS  
CIVIL ENGINEERS  
7415 NORTH PALM, SUITE 100  
FRESNO, CALIFORNIA 93711  
(559) 449-8444 FAX (559) 449-8404

SAN JUAN HILLS H.S.  
HOME SIDE  
PLAN 14RB @ RIGHT DAMP

By: WJett  
Date: 03.07.12  
Job no. 0802

Sheet  
21  
Of:

A#04-108716/FILE 30-9



APPROVED  
DIVISION OF THE STATE ARCHITECT

ACS \_\_\_\_\_ FLS \_\_\_\_\_ SSS JK  
A#04- 108716 DATE 3/14/12

Loads: LC 1, DL+LL+SWAY  
Results for LC 1, DL+LL+SWAY

SK - 1

Mar 7, 2012 at 9:18 AM

untitled.r3d

Company :  
 Designer :  
 Job Number :

Mar 7, 2012  
 9:19 AM  
 Checked By: \_\_\_\_\_

**Global**

Display Sections for Member Calcs	5
Max Internal Sections for Member Calcs	97
Include Shear Deformation?	Yes
Include Warping?	Yes
Trans Load Btwn Intersecting Wood Wall?	No
Increase Nailing Capacity for Wind?	Yes
Area Load Mesh (in^2)	144
Merge Tolerance (in)	.12
P-Delta Analysis Tolerance	0.50%
Include P-Delta for Walls?	Yes
Gravity Acceleration (ft/sec^2)	32.2
Wall Mesh Size (in)	12
Eigensolution Convergence Tol. (1.E-)	4
Vertical Axis	Y
Global Member Orientation Plane	XZ
Solver	Sparse Accelerated
Hot Rolled Steel Code	AISC 13th(360-05): ASD
Adjust Stiffness?	Yes(Iterative)
Cold Formed Steel Code	AISI 1999: ASD
Wood Code	AF&PA NDS-97: ASD
Wood Temperature	< 100F
Concrete Code	ACI 318-02
Masonry Code	ACI 530-05/08: ASD
Aluminum Code	AA ADM1-05: ASD
Number of Shear Regions	4
Region Spacing Increment (in)	4
Biaxial Column Method	PCA Load Contour
Parame Beta Factor (PCA)	.65
Concrete Stress Block	Rectangular
Use Cracked Sections?	Yes
Bad Framing Warnings?	No
Unused Force Warnings?	Yes
Min 1 Bar Diam. Spacing?	No
Concrete Rebar Set	REBAR SET ASTM A615
Min % Steel for Column	1
Max % Steel for Column	8

Company :  
 Designer :  
 Job Number :

Mar 7, 2012  
 9:19 AM  
 Checked By:

**Global, Continued**

A#.04-108716/FILE 30-9

Seismic Code	UBC 1997
Seismic Base Elevation (ft)	Not Entered
Add Base Weight?	Yes
Ct X	.035
Ct Z	.035
T X (sec)	Not Entered
T Z (sec)	Not Entered
R X	8.5
R Z	8.5
Ca	.36
Cv	.54
Nv	1
Occupancy Category	4
Seismic Zone	3
Seismic Detailing Code	ASCE 7-05
Om X	1
Om Z	1
Rho X	1
Rho Z	1
Footing Overturning Safety Factor	1.5
Check Concrete Bearing	Yes
Footing Concrete Weight (k/ft^3)	.145
Footing Concrete Fc (ksi)	3
Footing Concrete Ec (ksi)	4000
Lamda	1
Footing Steel fy (ksi)	60
Minimum Steel	0.0018
Maximum Steel	0.0075
Footing Top Bar	#3
Footing Top Bar Cover (in)	3.5
Footing Bottom Bar	#4
Footing Bottom Bar Cover (in)	3.5
Pedestal Bar	#3
Pedestal Bar Cover (in)	1.5
Pedestal Ties	#3

**General Material Properties**

	Label	E [ksi]	G [ksi]	Nu	Therm (1/E5 F)	Density [k/ft^3]
1	gen Conc3NW	3155	1372	.15	.6	.145
2	gen Conc4NW	3644	1584	.15	.6	.145
3	gen Conc3LW	2085	906	.15	.6	.11
4	gen Conc4LW	2408	1047	.15	.6	.11
5	gen Alum	10600	4077	.3	1.29	.173
6	gen Steel	29000	11154	.3	.65	.49
7	RIGID	1e+6		.3	0	0

**Hot Rolled Steel Properties**

	Label	E [ksi]	G [ksi]	Nu	Therm (1/E5 F)	Density [k/ft^3]	Yield [ksi]	Ry	Fu [ksi]	Rt
1	A36 Gr.36	29000	11154	.3	.65	.49	36	1.5	58	1.2
2	A572 Gr.50	29000	11154	.3	.65	.49	50	1.1	58	1.2
3	A992	29000	11154	.3	.65	.49	50	1.1	58	1.2
4	A500 Gr.42	29000	11154	.3	.65	.49	42	1.3	58	1.1
5	A500 Gr.46	29000	11154	.3	.65	.49	46	1.2	58	1.1

24/

Company :  
 Designer :  
 Job Number :

Mar 7, 2012  
 9:19 AM  
 Checked By:

A#.04-108716/FILE 30-9

### General Section Sets

	Label	Shape	Type	Material	A [in <sup>2</sup> ]	I <sub>yy</sub> [in <sup>4</sup> ]	I <sub>zz</sub> [in <sup>4</sup> ]	J [in <sup>4</sup> ]
1	GEN1A	RE4X4	Beam	gen_Conc3NW	16	21.333	21.333	31.573
2	RIGID		None	RIGID	1e+6	1e+6	1e+6	1e+6

### Hot Rolled Steel Section Sets

	Label	Shape	Type	Design List	Material	Design Rule	A [in <sup>2</sup> ]	I <sub>yy</sub> [in <sup>4</sup> ]	I <sub>zz</sub> [in <sup>4</sup> ]	J [in <sup>4</sup> ]
1	COLS	W6X15	Beam	Wide Flange	A992	Typical	4.43	9.32	29.1	.101
2	BEAM	W6X20	Beam	Wide Flange	A992	Typical	5.87	13.3	41.4	.24
3	RODS	BAR0.75	VBrace	Wide Flange	A572 Gr.50	Typical	.442	.016	.016	.031

### Member Primary Data

	Label	I Joint	J Joint	K Joint	Rotate(deg)	Section/Shape	Type	Design List	Material	Design Rules
1	M1	N5	N2		90	COLS	Beam	Wide Flange	A992	Typical
2	M2	N6	N3		90	COLS	Beam	Wide Flange	A992	Typical
3	M3	N1	N2			BEAM	Beam	Wide Flange	A992	Typical
4	M4	N2	N3			BEAM	Beam	Wide Flange	A992	Typical
5	M5	N3	N4			BEAM	Beam	Wide Flange	A992	Typical
6	M6	N5	N3		90	RODS	VBrace	Wide Flange	A572 Gr.50	Typical
7	M7	N6	N2		90	RODS	VBrace	Wide Flange	A572 Gr.50	Typical

### Joint Coordinates and Temperatures

	Label	X [ft]	Y [ft]	Z [ft]	Temp [F]	Detach From Diap...
1	N1	0	4.25	0	0	
2	N2	3.29	4.25	0	0	
3	N3	7.79	4.25	0	0	
4	N4	10.18	4.25	0	0	
5	N5	3.29	0	0	0	
6	N6	7.79	0	0	0	

### Joint Boundary Conditions

	Joint Label	X [k/in]	Y [k/in]	Z [k/in]	X Rot [k-ft/rad]	Y Rot [k-ft/rad]	Z Rot [k-ft/rad]	Footing
1	N5	Reaction	Reaction	Reaction				
2	N6	Reaction	Reaction	Reaction				
3	N2			Fixed				
4	N3			Fixed				

### Hot Rolled Steel Design Parameters

	Label	Shape	Length...	L <sub>byy</sub> [ft]	L <sub>bzz</sub> [ft]	L <sub>comp to...</sub>	L <sub>comp b...</sub>	K <sub>yy</sub>	K <sub>zz</sub>	C <sub>m-yy</sub>	C <sub>m-zz</sub>	C <sub>b</sub>	y <sub>sway</sub>	z <sub>sway</sub>	Function
1	M1	COLS	4.25					1	1						Lateral
2	M2	COLS	4.25					1	1						Lateral
3	M3	BEAM	3.29					2.1	2.1						Lateral
4	M4	BEAM	4.5					1	1						Lateral
5	M5	BEAM	2.39					2.1	2.1						Lateral
6	M6	RODS	6.19												Lateral
7	M7	RODS	6.19												Lateral

### Joint Loads and Enforced Displacements (BLC 1 : DEAD LOADS)

	Joint Label	L.D.M	Direction	Magnitude [(k.k-ft) (in.rad) (k*s <sup>2</sup> /ft...
1	N1	L	Y	-22
2	N4	L	Y	-22

Company :  
 Designer :  
 Job Number :

Mar 7, 2012  
 9:19 AM  
 Checked By: \_\_\_\_\_

A#.04-108716/FILE 30-9

**Joint Loads and Enforced Displacements (BLC 2 : LIVE LOADS)**

	Joint Label	L.D.M	Direction	Magnitude(k.k-ft) (in.rad) (k*s^2/f...
1	N1	L	Y	-2.23
2	N4	L	Y	-2.23

**Joint Loads and Enforced Displacements (BLC 3 : PARALLEL SWAY)**

	Joint Label	L.D.M	Direction	Magnitude(k.k-ft) (in.rad) (k*s^2/f...
1	N2	L	X	.75

**Member Point Loads (BLC 1 : DEAD LOADS)**

	Member Label	Direction	Magnitude(k.k-ft)	Location(ft.%)
1	M4	Y	-22	1.11
2	M4	Y	-22	2.11

**Member Point Loads (BLC 2 : LIVE LOADS)**

	Member Label	Direction	Magnitude(k.k-ft)	Location(ft.%)
1	M4	Y	-2.23	1.11
2	M4	Y	-2.23	2.11

**Member Distributed Loads**

Member Label	Direction	Start Magnitude(k/ft.d...	End Magnitude(k/ft.d...	Start Location(ft.%)	End Location(ft.%)
No Data to Print ...					

**Basic Load Cases**

	BLC Description	Category	X Grav.	Y Gravi.	Z Gravi.	Joint	Point	Distrib.	Area(M. Surfac...
1	DEAD LOADS	None				2	2		
2	LIVE LOADS	None				2	2		
3	PARALLEL SWAY	None				1			

**Load Combinations**

Description	Sp...	P...	S...	BLC	Fac.	BLC Fac.	BLC Fac.	BLC Fac.	BLC Fac.	BLC Fac.	BLC Fac.	BLC Fac.	BLC Fac.	BLC Fac.
1 DL+LL+SWAY	Yes	Y		1	1	2	1	3	1					

**Load Combination Design**

Description	ASIF	CD	ABIF	Service	Hot Rolled	Cold For...	Wood	Concrete	Masonry	Footings	Aluminum	Connect...
1 DL+LL+SW...					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

**Joint Reactions**

LC	Joint Label	X [k]	Y [k]	Z [k]	MX [k-ft]	MY [k-ft]	MZ [k-ft]
1	N5	-752	5.375	0	0	0	0
2	N6	.002	4.425	0	0	0	0
3	Totals:	-75	9.8	0			
4	COG (ft):	X: 4.995	Y: 4.25	Z: 0			

**Member AISC 13th(360-05): ASD Steel Code Checks (By Combination)**

LC	Member	Shape	UC Max	Loc(f) Shear	Loc(f) ...	Pnc/o...	Pnt/o...	Mnwy/om [k-ft]	Mnzz/... Cb	Egn
1	1	M1 W6X15	.025	0	.000	0	z 121.1...	132.6...	10.834	25.364 1 H1-1b
2	1	M2 W6X15	.018	0	.000	0	y 121.1...	132.6...	10.834	25.364 1 H1-1b
3	1	M3 W6X20	.215	3.29	.076	0	y 140.7...	175.7...	16.766	37.425 1.6... H1-1b
4	1	M4 W6X20	.218	0	.113	0	y 159.9...	175.7...	16.766	37.425 1.7... H1-1b

RISA-3D Version 9.1.1

[C:\RISA\untitled.r3d]

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Company :  
 Designer :  
 Job Number :

Mar 7, 2012  
 9:19 AM  
 Checked By: \_\_\_\_\_

**Member AISC 13th(360-05): ASD Steel Code Checks (By Combination) (Continued)**

LC	Member	Shape	UC Max	Loc[R]	Shear	Loc[ft]	Pnc/o	Pnt/o	M <sub>xy</sub> /om (k-ft)	M <sub>zz</sub> /...	Cb	Eqn
5	1	M5	W6X20	.156	0	.076	0	y 156.3...	175.7...	16.766	37.425	1.6... H1-1b
6	1	M6	BAR0.75	.078	0	.000	0	.423	13.227	.165	.165	1 H1-1b
7	1	M7	BAR0.75	.000	0	.000	0	.423	13.227	.165	.165	1 H1-1a



**REVISED**  
4-20-12

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

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**ACCEPT RESIGNATIONS/TERMINATIONS**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Beltran, Jesse	District Initiated	District Initiated	01/07/2008	04/05/2012
2. Bernhagen, Sandra	Inst Asst-Sp Ed	Voluntary	10/16/2006	03/07/2012
3. Binker, Susan	Sr Staff Secretary	Retirement	04/10/2000	07/06/2012
4. Cachat, Thomas	Manager V, Info Systems	Retirement	02/01/1983	08/02/2012
5. Cole, Patricia	Presch Teacher	Retirement	09/11/1984	06/21/2012
6. Davila, Anne	ASB Worker	District Initiated	01/01/2002	04/05/2012
7. Jansen, John	ASB Worker	District Initiated	09/01/2011	03/22/2012
8. Johnson, Trudy	Elem Sch Clerk	Retirement	10/27/1993	06/26/2012
9. Karlous, Theolla	Inst Asst-Presch	Other Employment	10/22/2008	04/13/2012
10. Lazenby, Cheryl	Sub Clerk	District Initiated	01/03/1996	03/22/2012
11. Miller, Jeanette	Acct Clerk II	Retirement	10/16/2002	04/30/2012
12. Montoya, Natalie	Walk on Coach	District Initiated	11/15/2010	04/05/2012
13. Nafius, Emily	ASB Worker	District Initiated	07/01/2007	04/05/2012
14. Novenario-Sison, Leda	IF-Sp Ed	Voluntary	10/27/2010	03/21/2012
15. Pendleton, Laura	Elem Library Tech	Other Employment	04/25/2011	04/17/2012
16. Polidoro III, Alfred	ASB Worker	District Initiated	03/03/2008	04/05/2012
17. Reed, Carmen	IF-Sp Ed	Voluntary	09/05/2006	04/28/2012
18. Russell, Steven	Tech Support Spec I	Voluntary	04/28/2006	04/20/2012
19. Santillan, Tammy	FS Worker	Other Employment	10/10/2005	04/13/2012
20. Shultz, Lorie	Inst Asst-Sp Ed	Personal	10/17/2008	03/16/2012
21. Sinclair, Gloria	Elem Sch Clerk	Retirement	07/28/1988	07/03/2012
22. Weber, Shea	ASB Worker	District Initiated	11/15/2010	04/05/2012

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
23. Asp, Heike	FS Worker (9.5mo/15hpw)	\$12.14 hr	R14-1	04/26/2012
24. Kent, Jacquelyn	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	04/02/2012
25. Luehe, Deborah	FS Worker (9.5mo/15hpw)	\$12.14 hr	R14-1	04/26/2012
26. Villa, Jennifer	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	04/26/2012

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San Juan Capistrano, California

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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>
27. Abrena, Jacquelyn	Clerk	\$15.16 hr	R23-1	04/26/2012
28. Binkerd, Susan	Clerk	\$15.16 hr	R23-1	07/07/2012
29. Bush, Stephanie	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	04/26/2012
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
30. Duenas, Emelia	Clerk	\$15.16 hr	R23-1	04/26/2012
31. Gierstorfer, Leonora	IF-Sp Ed	\$14.79 hr	R22-1	02/23/2012-
				03/09/2012
32. Gonzalez, Fernando	Groundskeeper	\$16.74 hr	R27-1	04/26/2012
33. Johnson, Trudy	Clerk	\$15.16 hr	R23-1	09/05/2012
34. Kocourek, Barbara	Clerk	\$15.16 hr	R23-1	04/26/2012
35. Le, Minney	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	04/26/2012
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
36. Lehr, Irene	FS Worker	\$12.14 hr	R14-1	07/01/2012
37. Lowrey, Michael	Groundskeeper	\$16.74 hr	R27-1	04/26/2012
38. McDorman, Robin	FS Worker	\$12.14 hr	R14-1	04/26/2012
39. Miller, Natalie	Clerk	\$15.16 hr	R23-1	04/26/2012
40. Murtaza, Zohra	Clerk	\$15.16 hr	R23-1	04/26/2012
41. Norland, Connie	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	04/26/2012
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
42. Prabhu, Edan	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	04/26/2012
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
43. Rinker, Janice	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	04/26/2012
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
44. Scapa, Pam	Clerk	\$15.16 hr	R23-1	04/26/2012
45. Shultz, Lorie	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	04/26/2012
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
46. Sinclair, Gloria	Clerk	\$15.16 hr	R23-1	07/04/2012
47. Smith, Lisa	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	04/26/2012
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	

CAPISTRANO UNIFIED SCHOOL DISTRICT  
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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>
48. Soto, Alex	FS Worker	\$12.14 hr	R14-1	04/26/2012
	Clerk	\$15.16 hr	R23-1	
49. Wanson, Patricia	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	04/26/2012
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	04/26/2012
50. Winchester, Kim	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	
	Inst Ass-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
	Clerk	\$15.16 hr	R23-1	

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
51. Balderas Olea, Juan	Student Worker	\$ 8.00 hr	03/06/2012-
52. Bartolome, Andrya	Student Worker	\$ 8.00 hr	06/30/2012
53. Carvajal, Oscar	Student Worker	\$ 8.00 hr	03/14/2012-
54. Farias, Margarita	Student Supvr	\$10.00 hr	06/30/2012
55. Hess, Riley	Student Worker	\$ 8.00 hr	03/20/2012-
56. Hessler, Emily	Student Worker	\$ 8.00 hr	06/30/2012
57. Hurr, Austin	Student Worker	\$ 8.00 hr	03/14/2012-
58. Lupher, Anton	Student Worker	\$ 8.00 hr	06/30/2012
59. Pena, Adriana	Student Worker	\$ 8.00 hr	03/12/2012-
60. Rodriquez, Norma	Student Worker	\$ 8.00 hr	06/30/2012
61. Romero, William	Student Worker	\$ 8.00 hr	03/20/2012-
62. Sewell, Aubriana	Student Supvr	\$10.00 hr	06/30/2012
63. Toca, Claire	Student Worker	\$ 8.00 hr	09/12/2011
64. Verduzco, Marilyn	Student Supvr	\$10.00 hr	03/17/2012-
			06/30/2012
			03/20/2012-
			06/21/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT  
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**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
65. Adams, Chris	Swimming, Varsity (Asst)	Aliso Niguel HS	\$2,609.00	02/06/2012- 05/04/2012
66. Askew, Shae	Softball, Varsity (Asst)	Aliso Niguel HS	\$3,044.00	02/06/2012- 05/04/2012
67. Caouette, Alan	Softball, Varsity (Head)	Aliso Niguel HS	\$3,478.00	02/06/2012- 05/04/2012
68. Davies-Morris, Brittany	Lacrosse, Girls (Head)	Tesoro HS	\$3,261.00	02/04/2012- 05/11/2012
69. Elkins, David	Lacrosse, Girls Varsity (Head)	Aliso Niguel HS	\$3,261.00	02/06/2012- 05/04/2012
70. Gilman, Steve	Baseball, Varsity (Asst)	San Juan Hills HS	\$3,044.00	03/01/2012- 05/02/2012
71. Kear, Casey	Track, (Asst)	San Juan Hills HS	\$2,609.00	03/01/2012- 05/02/2012
72. Kendrick, Mark	Softball, Varsity (Asst)	Capistrano Valley HS	\$3,044.00	02/24/2012- 05/11/2012
73. Manns, Mitch	Tennis, Boys Varsity (Head)	San Juan Hills HS	\$3,261.00	03/01/2012- 05/02/2012
74. Migeot, Jason	Volleyball, Boys Varsity (Head)	San Juan Hills HS	\$2,609.00	03/01/2012- 05/02/2012
75. Miramontes, Jesus	Soccer, Girls Varsity (Asst)	Aliso Niguel HS	\$2,609.00	11/21/2011- 02/09/2012
76. Miranda, Albert	Track, Boys Varsity (Head)	Tesoro HS	\$3,478.00	02/04/2012- 05/04/2012
77. Neal, Marshall	Lacrosse, Varsity (Head)	San Juan Hills HS	\$3,261.00	03/01/2012- 05/02/2012
78. Parry, Jonathan	Volleyball, Varsity (Asst)	Capistrano Valley HS	\$2,609.00	02/24/2012- 05/02/2012
79. Price, Robert	Track, Varsity (Asst)	San Juan Hills HS	\$2,609.00	03/01/2012- 05/02/2012
80. Snow, Michael	Water Polo, Boys Varsity (Asst)	Tesoro HS	\$2,609.00	08/29/2011- 11/02/2011
81. Utterback, Darren	Volleyball, Varsity (Head)	Capistrano Valley HS	\$3,261.00	02/24/2012- 05/02/2012
82. Westling, Drew	Track, Varsity (Asst)	Aliso Niguel HS	\$2,609.00	02/06/2012- 05/04/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT  
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Classified Employees

**APPROVE CIF CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
83. Dodge, Randy	Soccer, Girls Varsity (Head)	Aliso Niguel HS	\$ 326.10	02/10/2012
84. Miramontes, Jesus	Soccer, Girls Varsity (Asst)	Aliso Niguel HS	\$ 260.90	02/10/2012
85. Morgan, Jeffrey	Wrestling, Varsity (Asst)	Capistrano Valley HS	\$ 260.90	02/11/2012
86. Navabpour, Cyrus	Soccer, Boys Varsity (Asst)	Capistrano Valley HS	\$ 260.90	02/11/2012
87. Powell, Neil	Soccer, Girls Varsity (Asst)	Capistrano Valley HS	\$ 260.90	02/11/2012
88. Romero, Manny	Soccer, Girls Varsity (Head)	Capistrano Valley HS	\$ 326.10	02/11/2012
89. Warman, Christine	Soccer, Girls Varsity (Asst)	San Clemente HS	\$ 260.90	02/13/2012
90. Whieldon, Rancy	Basketball, Boys Varsity (Asst)	Capistrano Valley HS	\$ 304.40	02/11/2012

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
91. Alford, Jordan	Media Guide	San Juan Hills HS	\$2,100.00	11/01/2011- 01/31/2012
92. Armstrong, Cheyanne	Track, (Asst)	Aliso Niguel HS	\$1,200.00	02/06/2012- 05/04/2012
93. Beneabou, Ryan	Baseball, (Asst)	Aliso Niguel HS	\$2,000.00	02/06/2012- 05/04/2012
94. Brower-Nedler, Gail	Chaperone	Dana Hills HS	\$2,000.00	09/01/2011- 08/31/2012
95. Brown, Justin	Baseball, Varsity (Asst)	San Juan Hills HS	\$2,500.00	03/01/2012- 05/02/2012
96. Buccheri, James	Baseball, (Asst)	Aliso Niguel HS	\$2,000.00	02/06/2012- 05/04/2012
97. Chan, Wallace	Basketball, Boys (Asst)	Capistrano Valley HS	\$2,967.00	11/21/2011- 02/10/2012
98. Chirila, John	Golf, Varsity (Asst)	San Juan Hills HS	\$1,500.00	03/01/2012- 05/02/2012
99. Conley, Christopher	Lacrosse, Girls (Asst)	Aliso Niguel HS	\$2,200.00	02/06/2012- 05/04/2012

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**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
100. Cordi, Joseph	Wrestling, (Asst)	Capistrano Valley HS	\$2,500.00	11/21/2011- 02/10/2012
101. De la Garza, Douglas	Baseball, (Asst)	Aliso Niguel HS	\$2,000.00	02/06/2012- 05/04/2012
102. Deaner, Karen	Music	San Juan Hills HS	\$ 300.00	03/01/2012- 06/30/2012
103. Doyer, Daniel	Baseball, (Asst)	San Clemente HS	\$1,200.00	02/13/2012- 05/11/2012
104. Fisher, Michael	Baseball, (Asst)	Aliso Niguel HS	\$3,000.00	02/06/2012- 05/04/2012
105. Garza, Carolina	Softball, (Asst)	San Clemente HS	\$1,500.00	02/13/2012- 05/11/2012
106. Gattis, James	Baseball, Varsity (Asst)	San Juan Hills HS	\$1,500.00	03/01/2012- 05/02/2012
107. Giometti, Danny	Swimming, (Asst)	Aliso Niguel HS	\$2,000.00	02/06/2012- 05/04/2012
108. Gonzalez, Alexander	Football, (Asst)	Capistrano Valley HS	\$2,119.00	08/29/2011- 11/11/2011
109. Henderson, Zach	Lacrosse, Boys (Asst)	Aliso Niguel HS	\$2,500.00	02/06/2012- 05/04/2012
110. Hernandez, Ricardo	Volleyball, Boys (Asst)	San Juan Hills HS	\$2,000.00	03/01/2012- 05/02/2012
111. Janke, Paul	Baseball, Freshman	San Juan Hills HS	\$2,500.00	03/01/2012- 05/02/2012
112. Josham, Mark	Lacrosse, Girls (Asst)	Aliso Niguel HS	\$2,600.00	02/06/2012- 05/04/2012
113. Kaufman, Jacob	Baseball, Junior Varsity	San Juan Hills HS	\$1,500.00	03/01/2012- 05/02/2012
114. Keefer, Bryce	Tennis, Boys (Asst)	San Juan Hills HS	\$2,000.00	03/01/2012- 05/02/2012
115. Kelly, Ronald	Track, Boys/Girls Varsity (Asst)	Dana Hills HS	\$2,000.00	02/24/2012- 05/04/2012
116. Koshko, Darren	Baseball, (Asst)	Aliso Niguel HS	\$3,000.00	02/06/2012- 05/04/2012
117. Kulick, August	Softball, (Asst)	San Clemente HS	\$3,000.00	02/13/2012- 05/11/2012
118. MacIntosh, Casey	Football, (Asst)	San Clemente HS	\$ 550.00	08/11/2011- 11/14/2011
119. Mark, Joseph	Wrestling, (Asst)	San Clemente HS	\$2,608.00	11/14/2011- 02/04/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT  
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**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
120. Marsh, Eric	Wrestling, (Asst)	Aliso Niguel HS	\$2,000.00	11/21/2011- 02/09/2012
121. Moguet, Nicholai	Basketball, Girls	San Juan Hills HS	\$ 400.00	03/25/2012- 06/20/2012
122. Nematollah, Parham	Basketball, (Asst)	Aliso Niguel HS	\$2,300.00	11/21/2011- 02/09/2012
123. Noland, John	Baseball, (Asst)	Aliso Niguel HS	\$3,000.00	02/06/2012- 05/04/2012
124. Payne, Ronald	Baseball, (Asst)	Aliso Niguel HS	\$3,000.00	02/06/2012- 05/04/2012
125. Powell, Christopher	Swimming, Boys (Asst)	San Clemente HS	\$1,500.00	02/13/2012- 05/04/2012
126. Rivera, Veronica	Softball, JV (Head)	San Juan Hills HS	\$1,600.00	03/01/2012- 05/02/2012
127. Robinson, Harry	Track and Field, (Asst)	Capistrano Valley HS	\$2,119.00	02/24/2012- 05/04/2012
128. Rostee, Larissa	Track and Field Boys (Asst)	San Clemente HS	\$1,400.00	02/13/2012- 05/04/2012
129. Salas, Cristobal	Softball	Dana Hills HS	\$2,400.00	02/24/2012- 05/11/2012
130. Samuelson, Mark	Baseball, (Asst)	Aliso Niguel HS	\$3,000.00	02/06/2012- 05/04/2012
131. Smaley, Nick	Baseball, (Asst)	Aliso Niguel HS	\$1,000.00	02/06/2012- 05/04/2012
132. Stark, Rider	Track, (Asst)	Tesoro HS	\$1,500.00	02/04/2012- 05/04/2012
133. Taylor, Samantha	Swimming, Girls (Asst)	Capistrano Valley HS	\$2,119.00	02/24/2012- 05/04/2012
134. Williamson, Wayne	Track, (Asst)	Aliso Niguel HS	\$2,000.00	02/06/2012- 05/04/2012
135. Wusu, Tolulope	Track and Field (Asst)	Capistrano Valley HS	\$1,000.00	02/24/2012- 05/04/2012
136. Ybarra, Elise	Drama, Costume Advisor	Aliso Niguel HS	\$ 250.00	03/26/2012- 05/02/2012

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**APPROVE EMPLOYMENT PENDING CLEARANCES**

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
137. Bright, Adam	Inst Asst 9.5mo/15hpw)	\$13.74 hr	R19-1	04/26/2012
138. Hendrickson, Rachael	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	04/26/2012
139. Martin, Marja	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	04/26/2012
140. Wade, Veronica	Blngl Inst Asst-Comm Ed ESL (9.5mo/10hpw)	\$14.43 hr	R21-1	04/26/2012

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
141. Denaro, Rachelle	Inst Asst-Sp Ed Presch Inst Asst-Sp Ed IF-Sp Ed	\$13.74 hr \$14.08 hr \$14.79 hr	R19-1 R20-1 R22-1	04/26/2012
142. Fanene, Joseph	Inst Asst-Sp Ed Presch Inst Asst-Sp Ed IF-Sp Ed	\$13.74 hr \$14.08 hr \$14.79 hr	R19-1 R20-1 R22-1	04/26/2012
143. Gross, Marjorie	Inst Asst-Sp Ed Presch Inst Asst-Sp Ed IF-Sp Ed	\$13.74 hr \$14.08 hr \$14.79 hr	R19-1 R20-1 R22-1	04/26/2012
144. Hodge, Diane	Inst Asst-Sp Ed Presch Inst Asst-Sp Ed IF-Sp Ed	\$13.74 hr \$14.08 hr \$14.79 hr	R19-1 R20-1 R22-1	04/26/2012
145. Laca, Samantha	Inst Asst-Sp Ed Presch Inst Asst-Sp Ed IF-Sp Ed	\$13.74 hr \$14.08 hr \$14.79 hr	R19-1 R20-1 R22-1	04/26/2012
146. Larson, Jacqueline	Inst Asst-Sp Ed Presch Inst Asst-Sp Ed IF-Sp Ed	\$13.74 hr \$14.08 hr \$14.79 hr	R19-1 R20-1 R22-1	04/26/2012
147. Licata, Suzanne	Inst Asst-Sp Ed Presch Inst Asst-Sp Ed IF-Sp Ed	\$13.74 hr \$14.08 hr \$14.79 hr	R19-1 R20-1 R22-1	04/26/2012
148. Panick, Tiffany	Inst Asst-Sp Ed Presch Inst Asst-Sp Ed IF-Sp Ed	\$13.74 hr \$14.08 hr \$14.79 hr	R19-1 R20-1 R22-1	04/26/2012

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**APPROVE EMPLOYMENT PENDING CLEARANCES (Cont.)**

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
149. Saxena, Garima	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	04/26/2012
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
150. Ward, Linda	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	04/26/2012
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	

**APPROVE PROMOTION**

<u>Name</u>	<u>Former Classification</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
151. Bishop, Eric	Training User Support Spec (12mo/40hpw)	Tech Support Spec I (12mo/40hpw)	R41-4	04/26/2012
152. Crites, Kathleen	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-2	04/26/2012
153. Galvan, James	Custodian III (12mo/40hpw)	Custodian IV (12mo/40hpw)	R32-15	04/26/2012
154. Santos, Christopher	User Support Spec (12mo/40hpw)	Tech Support Spec I (12mo/40hpw)	R41-2	04/26/2012

**APPROVE ASSIGNMENT CHANGE**

<u>Name</u>	<u>Former Classification</u>	<u>New Classification</u>	<u>Effective Date</u>
155. Smegal, Pam	Mgr IV, Budget Liaison	Mgr IV, Budget	04/26/2012

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
156. Aguilar de Ponce, Maricela	Student Supvr NTE 2 hrs (Provide childcare during PTA meetings)	03/19/2012- 05/31/2012
157. Alvarez, Carmen	Blngl Comm Svcs Liaison NTE 50 hrs (Parent project classes)	04/02/2012- 06/30/2012

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PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
158. Alva, Christie	Blngl Comm Svcs Liaison NTE 6.5 hrs (Translate for parent conferences)	01/01/2012- 01/31/2012
159. Azzollini, Cheryl	Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012
160. Bellah, Martha	Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012
161. Berkowitz, Kathryn	Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012
162. Borja, Pahola	Blngl Inst Asst NTE 30.5 hrs (Attend CAT classes)	01/10/2012- 02/28/2012
163. Bott, Christine	Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012
164. Boulgarides, Gabriela	Blngl Comm Svcs Liaison NTE 2 hrs (Translate for IEP meetings and conferences)	03/21/2012
165. Cabrera, Alicia	Blngl Comm Svcs Liaison NTE 25 hrs (Provide parent project series as needed)	03/20/2011- 06/30/2012
166. Chang, Connie	Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012
167. Craft, Karen	IF-Sp Ed NTE 30.5 hrs (Attend CAT classes)	01/10/2012- 02/28/2012
168. Crites, Kathleen	Inst Asst NTE 30.5 hrs (Attend CAT classes)	01/10/2012- 02/28/2012
169. Crowe, Carmen	Blngl Comm Svcs Liaison NTE 4 hpw (Assist with the after school program) NTE 2 hrs (Translate for IEP meetings and conferences)	02/21/2012- 06/30/2012 03/20/2012
170. Davies, Elisabeth	Inst Asst-Sp Ed NTE 5 hrs (Attend Hughes Bill basic training classes)	03/13/2012- 03/15/2012
171. Dix, Sonia	Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012
172. Engle, Rachel	Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012
173. Espinosa, Rita	Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012
174. Flotho, Lisa	Presch Teacher NTE 20 hrs (Attend IEP meetings)	02/06/2012- 06/30/2012
175. Gammell, Daina	Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012
176. Garcia de la Vega, Belen	Blngl Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 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>
177. Gefell, Julia	Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012
178. Ghaffarian, Sonbol	Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012
179. Glesener, Patricia	Presch Teacher NTE 1.5 hrs (Complete paperwork for DDS community care licensing visit)	02/01/2012
180. Hagen, Kari	Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012
181. Hammond, Darcy	Inst Asst NTE 30.5 hrs (Attend CAT classes)	01/10/2012- 02/28/2012
182. Hannon, Karen	Interpreter Hearing Impaired NTE 10 hrs (Support for meetings and the after school programs)	03/06/2012- 06/21/2012
183. Hart, Suzanne	IF-Autism NTE 30.5 hrs (Attend CAT classes)	01/10/2012- 02/28/2012
184. Hayes, Alejandra	Blngl Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012
185. Hutton, Julie	Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012
186. Hutton, Julie	Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012
187. Jacobson, Julia	Inst Asst NTE 30.5 hrs (Attend CAT classes)	01/10/2012- 02/28/2012
188. Jessen, Monica	Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012
189. Karlous, Theolla	Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012
190. Kebler, Quincy	Presch Teacher NTE 20 hrs (Attend IEP meetings)	01/10/2012- 06/30/2012
191. Levin, Ana	Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012
192. Martin, Brooke	Inst Asst NTE 30.5 hrs (Attend CAT classes)	01/10/2012- 02/28/2012
193. Martinez, Fernando	Blngl District Receptionist NTE 5 hpw (Support during vacation or illness)	03/26/2012- 06/30/2012
194. McKeown, Sheray	Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012

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PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
195. Mendoza, Rosa	Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012
196. Messina-Kleinman, Deborah	IF-Sp Ed NTE 30.5 hrs (Attend CAT classes)	01/10/2012- 02/28/2012
197. Mickle, Jacqueline	Presch Resource Teacher NTE 120 hrs (Las Palmas learning links)	04/01/2012- 06/30/2012
198. Moore, Lanei	Blngl Comm Svcs Liaison NTE 25 hrs (Translate for IEP meetings and conferences) NTE 3 hrs (Translate for parent conference)	09/19/2011- 06/30/2012 03/13/2012
199. Mortensen, Krista	Inst Asst NTE 30.5 hrs (Attend CAT classes)	01/10/2012- 02/28/2012
200. Oldenburg, Amy	Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012
201. Palacios, Cinthia	Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012
202. Parra, Jackie	Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012
203. Paulsen, Andrea	Inst Asst-Sp Ed NTE 5 hrs (Attend Hughes Bill basic training classes)	03/13/2012- 03/15/2012
204. Penna, Carmen	IF-Sp Ed NTE 30.5 hrs (Attend CAT classes)	01/10/2012- 02/28/2012
205. Reategui, Ana	Student Supvr NTE 4 hrs (Provide childcare during parenting class)	03/21/2012- 03/28/2012
206. Reyna, Jasmine	Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012
207. Richey, Debbie	Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012
208. Riley, Linda	IF-Sp Ed NTE 30.5 hrs (Attend CAT classes)	01/10/2012- 02/28/2012
209. Robleto, Sergio	Blngl Comm Svcs Liaison NTE 2 hrs (Translate for IEP meetings and conferences) NTE 3 hrs (Translate for IEP meetings and conferences)	03/21/2012 03/23/2012
210. Rodriguez, Nascina	Blngl Inst Asst NTE 25 hrs (Translate for parent conferences)	03/26/2012- 06/30/2012
211. Romero, Ivette	Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012
212. Rose, Maryanne	IF-Sp Ed NTE 30.5 hrs (Attend CAT classes)	01/10/2012- 02/28/2012

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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>
213. Sandino, Claudia	Blngl Comm Svcs Liaison NTE 2 hpw (Translate for IEP meetings and conferences)	03/25/2012- 03/27/2012
214. Trainer, Josephine	IF-Sp Ed NTE 30.5 hrs (Attend CAT classes)	01/10/2012- 02/28/2012
215. Valenzuela, Othon	Inst Asst NTE 2 hpw (Support in computer labs)	04/02/2012- 04/20/2012
216. Vazquez, Obdulia	Blngl Comm Svcs Liaison NTE 25 hpm (Translate for GED test)	09/07/2011- 06/22/2012
217. Vega, Irene	Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012
218. Velasco, Miroslava	Blngl Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012
219. Villella, Janet	Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012
220. Wessman, Adriana	Inst Asst-Presch NTE 6 hrs (Assist in classroom during teacher prep time)	01/01/2012- 06/30/2012
221. Wisniewski, Margaret	IF-Autism NTE 30.5 hrs (Attend CAT classes)	01/10/2012- 02/28/2012

**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>
222. Gebauer, Gillian	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	03/01/2012
223. Gierstorfer, Beth	Sub Teacher	IF-Sp Ed	\$90.00 per day	02/23/2012- 03/09/2012
224. Jaeckel, Deborah	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Intermediate Office Asst	R25-1	02/29/2012- 03/09/2012
225. Lombardi, Karen	HS Campus Supvr (9.5mo/15hpw)	Opportunity Asst	R24-1	03/05/2012- 03/12/2012
226. Mattes, Joni	HS Campus Supvr (9.5mo/17.5hpw)	Opportunity Asst	R24-6	03/05/2012- 03/09/2012
227. Moridani, Karen	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-4	03/01/2012
228. Orgill, Janell	IF-Sp Ed (9.5mo/30hpw)	IBI Asst/Tutor	R24-2	02/27/2012

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**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>
229. Price, Alex	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-4	01/11/2012- 06/20/2012
230. Romero, Magdalena	BIngl Comm Svcs Liaison (9.5mo/17.5hpw)	BIngl Elem Sch Office Mgr	R34-2	03/06/2012- 03/09/2012
231. Rossi, Autum	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	03/01/2012
232. Sellarez, Roxana	BIngl Comm Svcs Liaison (9.5mo/17.5hpw)	Elem Sch Office Mgr	R33-1	04/23/2012- 06/21/2012

**APPROVE LEAVES OF ABSENCE**

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
233. Akerson, Margarita	Personal	03/12/2012- 12/31/2012

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**ACCEPT RESIGNATIONS/TERMINATIONS**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Dixon, Daphine	Substitute Teacher	District Initiated	02/14/2012	04/12/2012
2. Eddy, Trisha	Substitute Teacher	Moved	10/11/2011	03/22/2012
3. Flake, Pamela	Substitute Teacher	District Initiated	02/14/2012	04/12/2012
4. Goins, Lisa	Substitute Teacher	District Initiated	09/28/2010	04/13/2012
5. Hauxhurst, Jennifer	Substitute Teacher	District Initiated	10/17/2011	04/05/2012
6. Honda, Angel	Substitute Teacher	District Initiated	02/17/2011	04/05/2012
7. Maynez, Victoria	Substitute Teacher	Moved	11/03/2011	04/03/2012
8. Melville, James	Substitute Teacher	District Initiated	10/18/2011	04/12/2012
9. Meyer, Robin	Substitute Teacher	District Initiated	01/26/2009	04/05/2012
10. Sadeghi, Nahall	Substitute Teacher	District Initiated	02/14/2012	04/12/2012
11. Sobel, Janet	Asst Principal-HS	Retirement	09/02/1988	06/30/2012
12. Spelber, Michael	Principal-Elem	Retirement	11/28/1994	06/30/2012

**APPROVE SUBSTITUTE TEACHERS**

Pay @ \$90.00 per day

13. Harvey, Marilyn  
14. Kopp, Amanda

15. Wood, Blair

**APPROVE 6/5<sup>th</sup> ASSIGNMENT 2<sup>nd</sup> SEMESTER**

16. Almanza, Nadine\*\*  
17. Bucher, Ernst\*\*  
18. Croix, Nora\*\*  
19. Dutton, Caroline\*\*  
20. Ellis, Shawna\*\*  
21. Garner, Damon\*\*  
22. Marsh, Barbara\*\*

23. Olivieri, Rebekah\*\*  
24. Olson, Stacey\*\*  
25. Perry-Banning, Patricia\*\*  
26. Reideler, Shannon\*\*  
27. Shults-Amon, Leesa\*\*  
28. Weinstein, David\*\*  
29. Westling, Wayne\*\*

\* Special Education Teacher

\*\* Not enough courses to hire an additional teacher (sections are within the site's staffing allocation)

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**APPROVE ADDITIONAL ASSIGNMENTS**

Home/Hospital Instruction – Multiple Sites

Not to exceed 5 hours per week instructional pay @ \$35.00 per hour  
03/01/2012-06/30/2012

- |                    |                      |
|--------------------|----------------------|
| 30. Dixon, Susan   | 33. Schwartz, Roni   |
| 31. Lewis, Ann     | 34. Selikson, Debbie |
| 32. Rigby, Michael |                      |

SIOP Lead Teachers Working with New Teachers – Bathgate Elem

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour  
03/22/2012-04/20/2012

- |                       |                   |
|-----------------------|-------------------|
| 35. Gilstrap, Tiffany | 38. Holley, Cindi |
| 36. Hauser, Jennifer  | 39. Horton, Diane |
| 37. Henchel, Jennifer |                   |

After School Intervention Program – Chaparral Elem

Not to exceed 15 hours instructional pay @ \$35.00 per hour  
03/19/2012-06/30/2012

- |                 |                    |
|-----------------|--------------------|
| 40. Clarke, Amy | 41. McLaren, Chris |
|-----------------|--------------------|

After School Tutor – Hankey Elem

Not to exceed 22 hours instructional pay @ \$35.00 per hour  
03/19/2012-06/21/2012

42. Rumpf, Stacy

After School Education and Safety Program – Kinoshita Elem

Not to exceed 4 hours instructional pay @ \$35.00 per hour  
03/15/2011

43. Lorenz, Barbara

Grade Level Lead – Kinoshita Elem

Not to exceed 7.5 hours non-instructional pay @ \$30.00 per hour  
09/07/2011-06/24/2012

- |                  |                  |
|------------------|------------------|
| 44. Arndt, Terri | 45. Regan, Lynda |
|------------------|------------------|

After School Enrichment Program – Las Palmas Elem

Not to exceed 16 hours instructional pay @ \$35.00 per hour  
03/01/2012-06/21/2012

46. Elder, Anna

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

ADD/SIOP Plan – San Juan Elem

Not to exceed 12 hours non-instructional pay @ \$30.00 per hour  
01/05/2012-06/21/2012

- |                            |                            |
|----------------------------|----------------------------|
| 47. Camacho, Isis          | 53. Martinez-Ramirez, Saul |
| 48. Cantoran, Rene         | 54. Porter, Jacqueline     |
| 49. DeLoye, Lisette        | 55. Ramirez, Theresa       |
| 50. Garcia-Serrato, Martha | 56. Sandoval, Rocio        |
| 51. Gonzalez, Joann        | 57. Tawil, Gracie          |
| 52. Hamidi, Luz Maria      | 58. Ward, Yesenia          |

After School Intervention Program – San Juan Elem

Not to exceed 6 hours instructional pay @ \$35.00 per hour  
03/02/2012-06/21/2012

59. Ward, Yesenia

After School Program – Marco Forester MS

Not to exceed 11 hours instructional pay @ \$35.00 per hour  
03/20/2012-06/15/2012

60. Reina, Renato

Leadership Team Planning Meeting – Marco Forester MS

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour  
03/20/2012

- |                     |                            |
|---------------------|----------------------------|
| 61. Boyle, Jeanette | 66. Lawbaugh, Cynthia      |
| 62. Carr, Mary      | 67. Medina-Sabad, Kristine |
| 63. Frommholz, Eric | 68. Rader, Melinda         |
| 64. Gottdank, Alex  | 69. Takach, Eric           |
| 65. Johnson, Cheri  |                            |

After School Art Class – Newhart MS

Not to exceed 10 hours instructional pay @ \$35.00 per hour  
03/21/2012-06/06/2012

70. McFaul, Maribeth

Intervention ZAP Program – Newhart MS

Not to exceed 40 hours instructional pay @ \$35.00 per hour  
02/16/2012-05/31/2012

71. Huerta, Eduardo

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

ADD/SIOP Collaboration, Planning and Training – Shorecliffs MS

Not to exceed 12 hours non-instructional pay @ \$30.00 per hour

09/07/2011-06/20/2012

72. Abedi, Lori  
73. Anderson, Sean  
74. Balducci, Liz  
75. Carlisle, John  
76. Davey, John

77. Doyle, Laronda  
78. Graham, Tami  
79. Grondahl, Becky  
80. Mickelson, Lyndsey  
81. Peck, Lindsay

WASC – Dana Hills HS

Not to exceed 83 hours non-instructional pay @ \$30.00 per hour

09/07/2011-02/29/2012

82. Coghill, Molly

83. Pettijohn, Constance

CAHSEE Prep for EL At-Risk Students – San Juan Hills HS

Not to exceed 14.2 hours non-instructional pay @ \$30.00 per hour

03/01/2012-03/31/2012

84. Nolan, Catherine

Saturday School Proctor – Tesoro HS

Not to exceed 4 hours instructional pay @ \$35.00 per hour

03/31/2012

85. Ruffer, Stacy

AP Euro History Review Sessions – Tesoro HS

Not to exceed 25 hours instructional pay @ \$35.00 per hour

02/01/2012-05/18/2012

86. Thompson, Laura

High School Diploma Learning Centers – Adult Education

Not to exceed 19.5 hours per week pay @ 29.00 per hour

03/26/2012-06/22/2012

87. Brotherton, Jill  
88. Hansen, Ivan  
89. Reason, Denise

90. Unzueta, Gabrielle  
91. Wallace, Danielle

Preparing Online Classes – California Preparatory Academy

Not to exceed 80 hours non-instructional pay @ \$30.00 per hour

03/01/2012-06/22/2012

92. Cotton, Melissa

93. Cunningham, William

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

ETE Collaborative Grant Internship – Education Division

Not to exceed 17 hours non-instructional pay @ \$30.00 per hour  
09/01/2011-03/03/2012

94. Devaney, Brian

SES Tutoring – Education Division

Not to exceed 13 hours instructional pay @ \$35.00 per hour  
Not to exceed 3 hours non-instructional pay @ \$30.00 per hour  
01/23/2012-05/08/2012

95. Farias, Sandra

98. Kopjak, Angie

96. Sandoval-Martinez, Angelica

99. Sandoval, Rocio

97. Victa, Cleo

100. Slade, Carol

Not to exceed 27 hours pay @ \$32.00 per hour  
02/01/2012-06/22/2012

101. Ibbotson, Jill

Administrative Oversight of the 2011-2012 ESY Program – Special Education

Not to exceed 180 hours pay @ \$55.00 per hour  
02/22/2012-06/30/2012

102. Pettey, Stephanie

Capistrano Autism Training Classes – Special Education

Not to exceed 19.5 hour non-instructional pay @ \$30.00 per hour  
01/10/2012-02/28/2012

103. Brady, Christopher

IEP Assessment and Development – Special Education

Not to exceed 5 hours non-instructional pay @ \$30.00 per hour  
03/19/2012-04/06/2012

104. Davis, Danielle

105. Fadule, Elizabeth

**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
106. Balck, Jenni	Outdoor Education, Elementary	Oso Grande Elem	\$ 109.00 per night	04/24/2012- 04/27/2012
107. Berger, Ann	Outdoor Education, Elementary	Oso Grande Elem	\$ 109.00 per night	04/24/2012- 04/27/2012

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**APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
108. Brewer, Alana	Swimming, Boys Varsity (Asst)	San Clemente HS	\$2,609.00	02/13/2012- 05/04/2012
109. Bucher, Ernie	Track, Varsity (Asst)	Aliso Niguel HS	\$2,609.00	02/06/2012- 05/04/2012
110. Butler, Peter	Volleyball, Boys Varsity (Asst)	Aliso Niguel HS	\$2,609.00	02/06/2012- 05/04/2012
111. Cain, Joshua	Lacrosse, Girls Head Varsity	San Clemente HS	\$3,261.00	02/13/2012- 05/11/2012
112. Carter, Thomas	Outdoor Education, Elementary	Concordia Elem	\$ 109.00 per night	05/21/2012- 05/23/2012
113. Cooper, Pamela	Outdoor Education, Elementary	Oak Grove Elem	\$ 109.00 per night	04/24/2012- 04/27/2012
114. Cox, Ryan	Swimming, Girls Varsity (Head)	Aliso Niguel HS	\$3,261.00	02/06/2012- 05/04/2012
115. Dahlgren, Brenda	Outdoor Education, Elementary	Vista del Mar Elem	\$ 109.00 per night	02/29/2012- 03/02/2012
116. Davis, Nicole	Outdoor Education, Elementary	Vista del Mar Elem	\$ 109.00 per night	02/29/2012- 03/02/2012
117. Farrell, Valerie	Outdoor Education, Elementary	Hidden Hills Elem	\$ 109.00 per night	04/17/2012- 04/20/2012
118. Ferdinand, Justin	Swimming, Boys Varsity (Head)	Aliso Niguel HS	\$3,261.00	02/06/2012- 05/04/2012
119. Goode, Kimberly	Outdoor Education, Elementary	Vista del Mar Elem	\$ 109.00 per night	02/27/2012- 02/29/2012
120. Hall, Kimberly	Outdoor Education, Elementary	Oso Grande Elem	\$ 109.00 per night	04/24/2012- 04/27/2012
121. Hansen, Craig	Baseball, Varsity (Head)	Aliso Niguel HS	\$3,478.00	02/06/2012- 05/04/2012
122. Haupt, Mary	Outdoor Education, Elementary	Oso Grande Elem	\$ 109.00 per night	04/24/2012- 04/27/2012
123. Horton, Todd	Outdoor Education, Elementary	Vista del Mar Elem	\$ 109.00 per night	02/29/2012- 03/02/2012
124. Kokx, Aaron	Baseball, Varsity (Asst)	Aliso Niguel HS	\$3,261.00	02/06/2012- 05/04/2012
125. Lee, McCall	Outdoor Education, Elementary	Oak Grove Elem	\$ 109.00 per night	04/24/2012- 04/27/2012
126. Loudy, Pamela	Outdoor Education, Elementary	Oak Grove Elem	\$ 109.00 per night	04/24/2012- 04/27/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 25, 2012  
Certificated Employees

**APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
127. Lynch, Erick	Swimming, Varsity (Asst)	Aliso Niguel HS	\$2,609.00	02/06/2012- 05/04/2012
128. Martin, Roberta	Outdoor Education, Elementary	Oak Grove Elem	\$ 109.00 per night	04/24/2012- 04/27/2012
129. Martin-Stone, Vanessa	Outdoor Education, Elementary	Vista del Mar Elem	\$ 109.00 per night	02/27/2012- 02/29/2012
130. Mednick, Melissa	Outdoor Education, Elementary	Oso Grande Elem	\$ 109.00 per night	04/24/2012- 04/27/2012
131. Meserve, Roklyn	Outdoor Education, Elementary	Hidden Hills Elem	\$ 109.00 per night	04/17/2012- 04/20/2012
132. Middlebrook, Stacy	Track, Varsity (Head)	Aliso Niguel HS	\$3,478.00	02/06/2012- 05/04/2012
133. Newton, Kelly	Outdoor Education, Elementary	Concordia Elem	\$ 109.00 per night	05/21/2012- 05/23/2012
134. Nufer, Colleen	Outdoor Education, Elementary	Concordia Elem	\$ 109.00 per night	05/21/2012- 05/23/2012
135. Page, Kurt	Outdoor Education, Elementary	Concordia Elem	\$ 109.00 per night	05/21/2012- 05/23/2012
136. Parker, Marc	Swimming, Boys Varsity (Head)	San Clemente HS	\$3,261.00	02/13/2012- 05/04/2012
137. Perez, Richard	Department Chairperson, Middle School	Hankey MS	\$3,044.00	09/07/2011- 02/03/2012
138. Ruhlen, Rich	Tennis, Varsity (Head)	Aliso Niguel HS	\$3,261.00	02/06/2012- 05/04/2012
139. Sanchez, Karen	Swimming, Boys Varsity (Head)	San Juan Hills HS	\$3,261.00	03/01/2012- 05/02/2012
	Swimming, Girls Varsity (Head)	San Juan Hills HS	\$3,261.00	03/01/2012- 05/02/2012
140. Short, Curtis	Outdoor Education, Elementary	Oak Grove Elem	\$ 109.00 per night	04/24/2012- 04/27/2012
141. Shwam, Celina	Outdoor Education, Elementary	Oso Grande Elem	\$ 109.00 per night	04/24/2012- 04/27/2012
142. Sileci-Forney, Gina	Outdoor Education, Elementary	Vista del Mar Elem	\$ 109.00 per night	02/28/2012- 02/29/2012
143. Stirling, Robert	Department Chairperson, Middle	Hankey MS	\$3,044.00	02/06/2012- 06/20/2012
144. Tinker, James	Golf, Varsity (Head)	San Juan Hills HS	\$3,261.00	03/01/2012- 05/02/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 25, 2012  
Certificated Employees

**APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
145. Walsh, John	Track, Boys Varsity (Head)	Aliso Niguel HS	\$3,478.00	02/06/2012- 05/04/2012
146. Weber, Pamela	Outdoor Education, Elementary	Vista del Mar Elem	\$ 109.00 per night	02/27/2012- 02/28/2012
147. Westling, Kurt	Safety/Equipment	Aliso Niguel HS	\$3,478.00	02/06/2012- 06/20/2012

**APPROVE CIF CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
148. Bordner, Richard	Wrestling, Varsity (Head)	Capistrano Valley HS	\$ 326.10	02/11/2012
	Wrestling, Varsity (Head)	Capistrano Valley HS	\$ 163.05	02/26/2012
149. Crapo, Mary	Pep Squad, High School	San Clemente HS	\$ 304.40	11/14/2011
	Pep Squad, High School	San Clemente HS	\$ 304.40	02/17/2012
150. Finnerty, Stacy	Soccer, Girls Varsity (Head)	San Clemente HS	\$ 326.10	02/13/2012
151. Mulligan, Brian	Basketball, Boys Varsity (Head)	Capistrano Valley HS	\$ 347.80	02/11/2012
152. Shults-Amon, Leesa	Pep Squad, High School	Capistrano Valley HS	\$ 304.40	02/11/2012
153. Sorrell, Jason	Soccer, Boys Varsity (Head)	Capistrano Valley HS	\$ 326.10	02/11/2012
154. Waldukat, Andreas	Band, Marching, High School	Capistrano Valley HS	\$ 391.30	02/11/2012

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
155. Biggs, Paul	Golf, (Asst)	Aliso Niguel HS	\$2,500.00	02/06/2012- 05/04/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 25, 2012  
Certificated Employees

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
156. Cowan-Ruhlen, Ada	Tennis, (Asst)	Aliso Niguel HS	\$2,000.00	02/06/2012- 05/04/2012
157. Dale, Jason	Volleyball, Boys (Asst)	Aliso Niguel HS	\$2,500.00	02/06/2012- 05/04/2012
158. Daxon, Colin	Wrestling, (Asst)	San Clemente HS	\$1,000.00	11/14/2011- 02/04/2012
159. Flowers, Aaron	Football	San Juan Hills HS	\$7,500.00	11/14/2011- 06/30/2012
160. Hollis, Heather	Softball, (Asst)	Aliso Niguel HS	\$2,500.00	02/06/2012- 05/04/2012
161. Primer, Marina	Swimming, (Asst)	Aliso Niguel HS	\$2,000.00	02/06/2012- 05/04/2012
162. Schmitz, Robbie	Golf, (Asst)	Aliso Niguel HS	\$2,500.00	02/06/2012- 05/04/2012
163. Turney, Jason	Golf, (Asst)	Aliso Niguel HS	\$2,500.00	02/06/2012- 05/04/2012
164. Wooten, Jeremy	Baseball	San Juan Hills HS	\$2,000.00	05/14/2012- 06/20/2012

**APPROVE LEAVES OF ABSENCE**

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
165. D'Aquanni, Christine	Personal	2012-2013
166. Davis, Amy	Personal	03/12/2012- 06/21/2012
167. Elwell, Katie	Personal	2012-2013



# 2011-2012 Quarterly Report on Williams Uniform Complaints [Required by Education Code Section 35186]

**District:** CAPISTRANO UNIFIED SCHOOL DISTRICT

**Person completing this form:** Jeffrey Bristow

**Title:** Executive Director, Risk Management/Compliance

- |  |                                       |
|--|---------------------------------------|
| <input type="checkbox"/> Quarter #1 July 1 to September 30, 2011           | <b>Report due by October 31, 2011</b> |
| <input type="checkbox"/> Quarter #2 October 1 to December 31, 2011         | <b>Report due by January 31, 2012</b> |
| <input checked="" type="checkbox"/> Quarter #3 January 1 to March 31, 2012 | <b>Report due by April 30, 2012</b>   |
| <input type="checkbox"/> Quarter #4 April 1 to June 30, 2012               | <b>Report due by July 31, 2012</b>    |

Date information will be reported publicly at governing board meeting: April 25, 2012

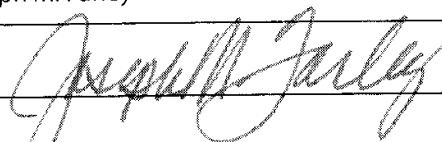
**Please check the box that applies:**

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancies or Misassignments	0		
Facility Conditions	0		
CAHSEE Intensive Instruction & Services (High school districts only)	0		
<b>TOTALS</b>	0		

Print name of Superintendent: Joseph M. Farley

Signature of Superintendent:



Date: 3/29/12

**Please submit to:**

Suzie Strelecki  
Senior Administrative Assistant  
200 Kalmus Drive, B-1009  
P.O. Box 9050, Costa Mesa, CA 92628-9050  
(714) 966-4336 or fax to: (714) 549-2657



**AFFILIATION AGREEMENT FOR PLACEMENT  
OF UNIVERSITY OF WISCONSIN STUDENTS**

This Agreement is between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Green Bay (hereinafter referred to as "University") and Capistrano Unified School District (hereinafter referred to as "Facility").

In consideration of the mutual benefits to the respective parties, the University and the Facility agree to the terms set forth below.

**THE UNIVERSITY AGREES:**

1. That each school or college of the University wishing to participate in a clinical education placement program with the Facility will annually provide the Facility with a Program Memorandum, detailing the academic content of the proposed program. Upon acceptance of this Program Memorandum as provided hereafter, it shall become a part of this agreement and shall be incorporated by reference. The Program Memorandum will include discussion of program concepts; the controls which the University and the Facility may exercise or are required to exercise; the rights of the Facility to review the University's program; the number of students to be assigned, the academic qualifications and the schedule of those students; and any other matters pertaining to the specific program content proposed by the department; and
2. To provide the Facility with a listing of students who will be participating in the program and to update that listing periodically.

**THE FACILITY AGREES:**

1. To review any Program Memorandum concerning a clinical education program submitted by a school or college of the University. Upon review, the Facility will notify the school or college of its acceptance or rejection of the academic program proposal; and
2. Not to accept students as participants in the program unless the student is certified as a program participant in writing by the appropriate coordinator of a particular University school or college.

**THE UNIVERSITY AND THE FACILITY JOINTLY AGREE:**

1. The parties shall not discriminate in their training or education of any person or in the conditions of training or education or in other actions taken as a result of this Agreement by reason of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin. Each party will make reasonable accommodations to assure accessibility to training programs for persons with disabilities;
2. That during the term of this Agreement, the State will indemnify University employees, officers, and agents (students in required training, a credit program, or for graduation) against liability for damages arising out of their activities while acting within the scope of

their respective employment or agency, pursuant to §895.46(1) and §893.82, Stats.;

3. That the Facility will indemnify its employees, officers and agents against liability for damages arising out of their activities while acting within the scope of their respective employment or agency;
4. By executing this agreement, neither the University nor the Facility waives any constitutional, statutory or common law defenses, nor shall the provisions of agreement create any rights in any third party; and
5. This agreement shall be construed and governed by the laws of the State of Wisconsin.

**TERM OF AGREEMENT:**

This agreement shall be for a term of two years, commencing 5/1/2012. It may be terminated solely by written notice, one year in advance, by either party to the designated agent of the other as shown below.

**FOR THE UNIVERSITY:**

UW – Green Bay  
Attn: Sharon Dimmer (BUSFIN)  
2420 Nicolet Drive  
Green Bay, WI 54311-7001

**FOR THE FACILITY:**

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

Program Memoranda presented by the University and accepted by the Facility shall be for a term of no longer than one year. They may be renewed upon mutual agreement. Such Program Memoranda do not require the specific approval of either party provided they contain provisions relating solely to program arrangements and content.

Any fully executed Program Memoranda shall be incorporated by reference and become a part of this agreement if not inconsistent in any manner with this agreement.

**FOR THE UNIVERSITY:**

**FOR THE FACILITY:**

Sharon Dimmer 2-13-12  
Signature of Authorized Official      Date

\_\_\_\_\_  
Signature of Authorized Official      Date

Sharon Dimmer, Campus Risk Manager  
Name and Title (type or print)

Jodee Brentlinger, Assistant Superintendent  
Name and Title (type or print)      Personnel Services

## **Affiliation Agreement Addendum for Caregiver Background Checks on University of Wisconsin Students**

University shall conduct a caregiver background check in accordance with the Caregiver Background Check statutes (Wis. Stats. §48.685 and §50.065) and regulations (Wis. Admin. Code Ch. HFS 12) for University students who have or are expected to have regular, direct contact with Facility's clients. University shall maintain completed Background Information Disclosure (BID) forms for those students, as well as the information that results from caregiver background checks. University will retain the BID form and caregiver background check results for inspection by the Department of Health and Family Services.

University agrees to notify Facility of any information contained on a BID form and/or caregiver background check results about a student that could bar, as that phrase is defined by the relevant regulations, that student from regular, direct contact, as that phrase is defined by the relevant regulations, with Facility's clients.

Facility shall make the final determination whether a student may have regular, direct contact with Facility's clients. Nevertheless, Facility shall consult with the appropriate University official before barring any such student from regular, direct contact with Facility's clients. If Facility determines a student may not have regular, direct contact with Facility's clients, University agrees not to permit that student to begin participation, or to continue participation that was properly allowed pending the results of the caregiver background check for up to 60 days, in the program created by this Agreement.

University agrees to inform Facility of allegations of caregiver misconduct as defined in Wis. Admin. Code Ch. HFS 13 that come to University's attention.

Bchecks.doc 7/5/01

