

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

BOARD OF TRUSTEES
Regular Meeting

May 23, 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/Clark Hampton/
Julie Hatchel/Sara Jocham/Jeff Bristow

Employee Organizations:

- 1) Capistrano Unified Education Association (CUEA)
- 2) California School Employees Association (CSEA)
- 3) Teamsters
- 4) Unrepresented Employees (CUMA)

(Pursuant to Government Code §54957.6)

B. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION EXHIBIT B

Number of Cases: One

Informal Dispute Resolution Case No. 34912

(Pursuant to Government Code §54956.9{a})

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

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. 2011-2012 UPDATED FINANCIAL STATEMENTS - THIRD INTERIM REPORT:

Approval of the 2011-2012 Third Interim Report. In accordance with Education Code §42131(c), a school district, which is qualified or negative as of the Second Interim Report, shall submit financial statement projections of the district's fund and cash balances to the Orange County Department of Education, State Controller, and the Superintendent of Public Instruction. These financial statement projections and cash balances are typically referred to as the "Third Interim Report." The Third Interim Report covers the period of July 1, 2011, through April 30, 2012, and includes the following:

- Third Interim General Fund Financial Report 2011-2012
- Cash flow projections for fiscal year 2011-2012

The Third Interim Report is not required to be certified as positive, qualified, or negative, and is required only to be submitted to the Orange County Department of Education and the various state agencies for review and comment.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees acknowledge receipt of the financial documents related to the Third Interim Report, and authorize their filing with the Orange County Department of Education, the State Controller's Office, and the State Superintendent of Public Instruction.

Motion by _____

Seconded by _____

DISCUSSION/
ACTION

Page 1

EXHIBIT 1

2. PRESENTATION OF THE COMMON CORE STATE STANDARDS:

On August 2, 2010, the State Board of Education approved the Common Core State Standards (CCSS). The standards are aligned with national Common Core Standards (CCS) across the United States. States adopting the CCS will be expected to fully implement the CCSS by 2014-2015, and national assessments will be administered to students in grades three through eleven in spring, 2015. The District has begun to educate stakeholders about the CCSS transition beginning with administration and teaching staff. This item presents an overview of CCSS.

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, who will provide information on this item. This is an information item and no Board action is necessary.

INFORMATION/
DISCUSSION
Page 3
EXHIBIT 2

3. TEAMSTERS CONTRACT REOPENER PROPOSAL, 2012-2013 SCHOOL YEAR:

The current collective bargaining agreement between the District and Teamsters 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 May 15, 2012, Teamsters 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 accept receipt of the Teamsters contract reopener proposal.

Motion by _____ Seconded by _____

DISCUSSION/
ACTION
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EXHIBIT 3

4. PROPOSED REFUNDING OF 2002 CERTIFICATE OF PARTICIPATION AND MEASURE A GENERAL OBLIGATIONS BONDS:

The Board of Trustees will receive an update on proposed refunding of 2002 Certificate of Participation and Measure A general obligation bonds. The update will include data on the potential savings to the District and taxpayers based on an analysis by the District's financial advisors, Government Financial Strategies, Incorporated.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Staff Recommendation

It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services, who will provide information on this item and answer any questions Trustees may have. This is an information item and no Board action is necessary.

INFORMATION/
DISCUSSION
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EXHIBIT 4

5. **AWARD BID NO. 1112-14 NEWHART MIDDLE SCHOOL MULTI-PURPOSE ROOM REMODEL PROJECT, CONSTRUCT 1 ONE, CORPORATION:**

DISCUSSION/
ACTION
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EXHIBIT 5

On March 28, 2012, the Board of Trustees authorized District staff to commence bidding the Newhart Middle School Multi-Purpose Room (MPR) Remodel Project. This work includes removing an existing common wall between the MPR and the library to provide a 45 foot-wide view of the stage from the library. This modernization is required to enlarge the stage and to accommodate the number of spectators appropriate for a middle school facility. The project also provides new carpet, "T-Bar" ceiling, and lighting in both rooms. The existing faculty restrooms will be renovated to meet compliance with American Disabilities Act standards.

The bids were received and opened on May 15, 2012. The lowest base bid was selected as the method to determine the lowest responsive bidder. At \$798,532, Construct 1 One, Corporation was the lowest responsive bidder.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Staff Recommendation:

It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services, who will present this item.

Following discussion, it is recommended the Board of Trustees approve and award Bid No. 1112-14 Newhart Middle School MPR Remodel Project in the amount of \$798,532 to Construct 1 One, Corporation, funded by CFD 87-1 and State Facilities Program Modernization Funds.

Motion by _____ Seconded by _____

6. **REVIEW OF PREVIOUS DECISION TO WITHDRAW DISTRICT MEMBERSHIP IN THE CALIFORNIA SCHOOL BOARDS ASSOCIATION:**

DISCUSSION/
ACTION
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EXHIBIT 6

Last August the Board of Trustees suggested a review of the decision to withdraw District membership in the California School Boards Association (CSBA), consistent with another interest in increasing legislative advocacy on behalf of the District. This item will provide Trustees with an opportunity to discuss its CSBA membership for the 2012-2013 school year. District membership in the state-wide organization is \$21,306 per year. The exhibit to this item includes a letter from CSBA President Jill Wynns concerning the lobbying and advocacy work of CSBA.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Joseph M. Farley, Superintendent

Staff Recommendation

It is recommended that the Board discuss this item.

Following discussion, it is recommended the Board of Trustees provide direction to the Superintendent concerning potential renewal of membership in the California School Boards Association or approve membership in the California School Boards Association.

Motion by _____ Seconded by _____

7. **SECOND READING – REVISION OF BOARD BYLAW 9220, BOARD OF TRUSTEES ELECTIONS:**

DISCUSSION/
ACTION
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EXHIBIT 7

Board Bylaw 9920, *Board of Trustees Elections*, is being revised due to the recent redistricting of Trustee areas. Proposed additions to the Board policy are underlined; deletions are struck through.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Joseph M. Farley, Superintendent

Staff Recommendation:

It is recommended the Board President recognize Joseph M. Farley, Superintendent, to present this item.

Following discussion, it is recommended the Board of Trustees approve the revisions to Board Bylaw 9220, *Board of Trustees Elections*.

Motion by _____ Seconded by _____

CONSENT CALENDAR

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

GENERAL FUNCTIONS

8. SCHOOL BOARD MINUTES:

Approval of the minutes of the May 9, 2012, special Board meeting and the May 14, 2012, regular Board meeting.

Contact: Jane Boos, Manager, Board Office Operations

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EXHIBIT 8

CURRICULUM & INSTRUCTION

9. PETITION TO WAIVE CALIFORNIA HIGH SCHOOL EXIT EXAM:

Approval to waive California Education Code §60851(c) and Board Policy 6162.52 in accordance with §60851(c) for three students who have completed all requirements for passing the California High School Exit Examination (CAHSEE) subtest in Mathematics and/or English/Language Arts, case numbers 1112-031 through 1112-033. 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

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EXHIBIT 9

10. AGREEMENT TO REFER STUDENTS TO ALTERNATIVE COMMUNITY AND CORRECTIONAL EDUCATIONAL SCHOOLS AND SERVICES:

Approval of the agreement to refer students to alternative community and correctional schools and services for July and August 2012. Since July 2010, Alternative Community and Correctional Educational Schools and Services (ACCESS) has provided District high school students the opportunity to remediate credit deficiencies during the months of July and August. In July and August 2011, more than 700 District students were able to make up over 1,000 five-unit courses, ensuring they would graduate on time with their class. Each year the District must enter into the agreement. This agreement allows ACCESS to enroll District students for the purposes of remediating high school credit deficiencies during the months of July and August. There is no financial impact.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

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EXHIBIT 10

11. CONSOLIDATED APPLICATION AND REPORTING SYSTEM:

Approval of the May 25, 2012, and June 30, 2012, Consolidated Application and Reporting System (CARS) Data Collections. CARS has been revised from a two-part to a three-part application and reporting process for multiple state and federal, formula-driven categorical program funds submitted annually to the California Department of Education (CDE) to fund supplemental programs. The Consolidated Application is used by CDE to distribute categorical funds from various state and federal programs. In June of each year, districts are required to submit part of the application to document program participation in categorical programs and provide assurances of compliance with the legal requirements of each program. In October, Title III information is reported and in January of the following year, the information submitted contains the district's entitlements for each funded program. Due to the release of the newly revised Consolidated Application system, the due date of the January submittal was pushed back to the above due dates. The federal programs coordinated through the Consolidated Application include Title I, Part A, Title II, Part A, Title III, Part A, and Title IV, Part A. State Economic Impact Aid is also coordinated through the Consolidated Application. The complete Consolidated Application is on file for review in the State and Federal Programs office. As required by CDE, the District English Language Advisory Committee also approved this document.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

12. CALIFORNIA INTERSCHOLASTIC FEDERATION REPRESENTATIVES:

Approval of the six comprehensive high school principals as league representatives to the California Interscholastic Federation (CIF) for 2012-2013. As a member of CIF, the District is required by Education Code §33353 (a) to designate its representatives to CIF on a yearly basis. League representatives vote on issues that impact school athletic programs.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Julie Hatchel, Assistant Superintendent, Education Services

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EXHIBIT 12

BUSINESS & SUPPORT SERVICES

13. DONATION OF FUNDS AND EQUIPMENT:

A number of gifts have been donated to the District, including \$296,801.89 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: Clark Hampton, Deputy Superintendent, Business and Support Services

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EXHIBIT 13

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

Approval of a lease/purchase financing agreement with Key Government Finance, Cisco Capital's financing partner, for data storage, and video conference equipment services and support. The agreement will support the replacement of the District's seven-year-old core storage infrastructure, as well as provide video conferencing capabilities for virtual learning opportunities. The agreement includes schedules and terms, services provided, and have been approved by legal counsel. The five-year lease/purchase is an agreement with FusionStorm, Dell, and Digital Network Group for services, support, and equipment totaling \$917,765.20, funded by the general fund. The fixed interest rate on this agreement is 2.62 percent. The financial implications of the District's core storage hardware replacements were previously authorized as part of the District's budget approval process.

CUSD Strategic Plan Pillar 5: Effective Operations

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

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EXHIBIT 14

15. AMENDMENT TO A SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION AGREEMENT:

Approval of an amendment to a special education Informal Dispute Resolution agreement case #5711. Due to the confidential nature of the agreement, supporting information is provided to Trustees under separate cover.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

16. EXTENSION OF SCHOOL BUS SERVICE AGREEMENT NO. I0910045 – SANTA MARGARITA CATHOLIC HIGH SCHOOL:

Approval of extension of School Bus Service Agreement No. I0910045 to provide school bus inspections, servicing, maintenance, repair, parking, and school bus driver training services for buses owned by Santa Margarita Catholic High School. The pricing structure remains the same as negotiated last year. This agreement provides a positive revenue stream into the general fund to offset a portion of the Transportation Department's encroachment.

CUSD Strategic Plan Pillar 5: Effective Operations

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

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EXHIBIT 16

17. AWARD BID NO. 1213-02 WEED ABATEMENT, E. STEWART AND ASSOCIATES, INCORPORATED:

Approval of the award of bid for weed abatement services to E. Stewart and Associates, Incorporated. The initial base contract is from June 1, 2012, through June 30, 2013. The contract may be extended by mutual agreement, and upon Board approval, for a renewal term not to exceed two additional one-year periods. This contract provides set pricing for weed abatement services, as needed, for all sites within the District. Expenditures will be funded from the deferred maintenance and the routine restricted maintenance accounts. Annual expenditures under this contract are limited to \$100,000.

CUSD Strategic Plan Pillar 5: Effective Operations

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

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EXHIBIT 17

18. AGREEMENT – JUVENILE COURT WORK PROGRAM SERVICES, THE COUNTY OF ORANGE:

Approval of an agreement with the County of Orange Juvenile Court Work Program Services to provide weed abatement services on District slopes and grounds. The services are performed by juvenile probationers under the administration of the County of Orange Chief Probation Officer. The contractor will provide services at the rates indicated in the agreement, paid from the general fund. Expenditures are limited to \$20,000.

CUSD Strategic Plan Pillar 5: Effective Operations

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

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EXHIBIT 18

19. EXTENSION OF BID NO. 1011-01 ASPHALT PAVING, SEALCOATING, AND REPAIR – BEN'S ASPHALT, INCORPORATED:

Approval of extension of Bid No. 1011-01 for asphalt paving, sealcoating, and repair to be provided by Ben's Asphalt, Incorporated. The vendor has agreed to maintain the same pricing structure negotiated last year. Funding for these expenditures will depend upon the types of services rendered, which may include, but are not limited, to routine restricted maintenance, deferred maintenance, and developer fees. Annual expenditures under this contract are limited to \$150,000.

CUSD Strategic Plan Pillar 5: Effective Operations

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

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EXHIBIT 19

20. AWARD BID NO. 1213-01 PLUMBING SERVICES, PACIFIC PLUMBING COMPANY OF SANTA ANA:

Approval of the award of bid for plumbing services to Pacific Plumbing Company of Santa Ana. The initial base contract is from July 1, 2012, through June 30, 2013. The contract may be extended by mutual agreement, and upon Board approval, for a renewal term not to exceed two additional one-year periods. This contract provides set pricing for emergency and on-call plumbing services for all sites within the District. These expenditures will be funded from the deferred maintenance and the routine restricted maintenance accounts. Annual expenditures under this contract are limited to \$150,000.

CUSD Strategic Plan Pillar 5: Effective Operations

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

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EXHIBIT 20

21. EXTENSION OF CONSULTANT AGREEMENT NO. C1011064 – STUTZ, ARTIANO, SHINOFF & HOLTZ APC:

Approval of extension of Consultant Agreement No. C1011064 for general legal services, as required by the District, provided by Stutz, Artiano, Shinoff & Holtz APC. The vendor has agreed to maintain the same pricing structure negotiated last year. Funding for these expenditures will be from the general fund. Annual expenditures under this agreement are limited to \$250,000.

CUSD Strategic Plan Pillar 5: Effective Operations

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

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EXHIBIT 21

22. PROFESSIONAL SERVICES AGREEMENTS:

Ratification and approval of District standardized Professional Services Agreements. The expenditures related to the listed agreements were previously authorized as part of the District's budget approval process. The agreements total \$18,000.

Due to the size of the contract documents, the General Conditions will be posted online on the District's Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

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EXHIBIT 22

23. COUNTY OF ORANGE MASTER AGREEMENT NO. MA-017-10011795 OFFICE SUPPLIES – STAPLES CONTRACT & COMMERCIAL, INCORPORATED DBA STAPLES ADVANTAGE:

Approval to utilize the County of Orange Master Agreement No. MA-017-10011795 for the purchase of office supplies from Staples Contract & Commercial, dba Staples Advantage, as needed, under the same terms and conditions of the public agency's contract. This contract provides competitive set pricing for office supplies, as needed, throughout the District. Anticipated annual expenditures utilizing this contract are approximately \$100,000. Funding for these expenditures may include, but are not limited to, site funds, gift funds, and the general fund. School boards have the authority to "piggyback" on another public agency's bid, per Public Contract Code §20118, when it is in the best interest of a district. It is often advantageous to utilize piggyback bids when contract items are identical to the district's specifications. Using piggyback contracts saves time and often provides lower prices than a single jurisdiction would be able to obtain.

Due to the size of the contract and award, the documentation will be posted online on the District's Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 5: Effective Operations

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

PERSONNEL SERVICES

24. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:

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EXHIBIT 24

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

25. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:

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EXHIBIT 25

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

26. MASTER TEACHER PAYMENT:

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EXHIBIT 26

Approval of payment to District master teachers who supported a student teacher during the 2011 fall and 2012 spring semester. Student teachers from various universities are placed in the District throughout the school year. Current university agreements specify that institutions pay master teachers a nominal stipend for their supervision and support of student teachers. California State University, Fullerton has agreed to reimburse the District for all costs associated with compensating master teachers. The compensation amounts vary because of different statutory costs.

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, JUNE 11, 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

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.

2011-12 End of Year Projection
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	260,942,212.00	256,803,088.00	238,701,978.37	258,240,560.00	1,437,472.00	0.6%
2) Federal Revenue		8100-8299	26,777,416.00	30,769,017.62	19,397,614.99	30,448,592.62	(320,425.00)	-1.0%
3) Other State Revenue		8300-8599	65,227,800.00	68,877,690.21	43,931,749.41	68,527,994.21	(349,696.00)	-0.5%
4) Other Local Revenue		8600-8799	4,277,618.00	6,209,444.16	6,248,921.15	7,237,146.30	1,027,702.14	16.6%
5) TOTAL, REVENUES			357,225,046.00	362,659,239.99	308,280,263.92	364,454,293.13		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	191,153,663.00	191,565,522.00	153,559,447.05	192,032,762.00	(467,240.00)	-0.2%
2) Classified Salaries		2000-2999	56,982,277.00	56,820,299.00	40,559,135.49	56,785,389.98	34,909.02	0.1%
3) Employee Benefits		3000-3999	78,065,897.00	82,021,633.00	61,325,565.82	81,248,724.34	772,908.66	0.9%
4) Books and Supplies		4000-4999	10,569,656.00	12,661,253.28	7,120,904.14	12,809,534.57	(148,281.29)	-1.2%
5) Services and Other Operating Expenditures		5000-5999	25,240,922.00	31,051,599.50	20,544,010.42	30,336,009.03	715,590.47	2.3%
6) Capital Outlay		6000-6999	350,000.00	367,333.00	434,078.47	519,612.00	(152,279.00)	-41.5%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	10,417,545.00	11,172,300.00	6,917,939.28	10,294,347.00	877,953.00	7.9%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(555,251.00)	(620,796.00)	(266,045.13)	(554,242.00)	(66,554.00)	10.7%
9) TOTAL, EXPENDITURES			372,224,709.00	385,039,143.78	290,195,035.54	383,472,136.92		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(14,999,663.00)	(22,379,903.79)	18,085,228.38	(19,017,843.79)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	2,758,297.00	2,758,297.00	0.00	2,758,297.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	826,222.54	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			2,758,297.00	2,758,297.00	826,222.54	2,758,297.00		

2011-12 End of Year Projection
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(12,241,366.00)	(19,621,606.79)	18,911,450.92	(16,259,546.79)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	24,188,755.00	28,644,198.21		28,644,198.21	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			24,188,755.00	28,644,198.21		28,644,198.21		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			24,188,755.00	28,644,198.21		28,644,198.21		
2) Ending Balance, June 30 (E + F1e)			11,947,389.00	9,022,591.42		12,384,651.42		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	175,000.00	175,000.00		175,000.00		
Stores		9712	150,000.00	150,000.00		150,000.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	200,000.00	374,756.00		1,374,756.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	3,975,889.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	7,446,500.00	7,723,898.00		7,723,898.00		
Unassigned/Unappropriated Amount		9790	0.00	598,937.42		2,960,997.42		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
REVENUE LIMIT SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	27,120,334.00	41,150,446.00	17,324,744.92	41,153,646.00	3,200.00	0.0%
Charter Schools General Purpose Entitlement - State Aid		8015	0.00	0.00	0.00	0.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	(1,681,579.00)	(247,306.89)	(247,307.00)	1,434,272.00	-85.3%
Tax Relief Subventions								
Homeowners' Exemptions		8021	2,035,013.00	1,986,847.00	993,423.71	1,986,847.00	0.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	223,257,621.00	226,404,775.00	219,143,778.04	226,404,775.00	0.00	0.0%
Unsecured Roll Taxes		8042	9,287,501.00	8,647,349.00	7,788,252.09	8,647,349.00	0.00	0.0%
Prior Years' Taxes		8043	7,548,075.00	5,254,904.00	5,135,377.02	5,254,904.00	0.00	0.0%
Supplemental Taxes		8044	2,383,709.00	2,597,948.00	1,118,515.60	2,597,948.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	(1,774,079.00)	(16,807,711.00)	(3,313,674.63)	(16,807,711.00)	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	35,854.00	30,170.00	30,170.63	30,170.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-Revenue Limit (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, Revenue Limit Sources			269,894,028.00	267,583,149.00	247,973,280.49	269,020,621.00	1,437,472.00	0.5%
Revenue Limit Transfers								
Unrestricted Revenue Limit Transfers - Current Year	0000	8091	(5,505,360.00)	(5,505,360.00)	0.00	(5,505,360.00)	0.00	0.0%
Continuation Education ADA Transfer	2200	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Community Day Schools Transfer	2430	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education ADA Transfer	6500	8091	5,505,360.00	5,505,360.00	0.00	5,505,360.00	0.00	0.0%
All Other Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction Transfer		8092	613,980.00	921,996.00	650,618.41	921,996.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(9,565,796.00)	(11,702,057.00)	(9,921,920.53)	(11,702,057.00)	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUE LIMIT SOURCES			260,942,212.00	256,803,088.00	238,701,978.37	258,240,560.00	1,437,472.00	0.6%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	8,461,189.00	8,435,937.00	4,454,192.15	8,435,937.00	0.00	0.0%
Special Education Discretionary Grants		8182	828,483.00	2,006,421.00	1,383,358.66	2,012,382.00	5,961.00	0.3%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	1,636.21	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	63,905.00	273,513.00	273,513.00	New
Interagency Contracts Between LEAs		8285	10,000.00	9,636.00	9,636.13	9,636.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
	3000-3299, 4000-4139, 4201-4215, 4610, 5510	8290	15,155,495.00	17,825,004.20	12,661,687.16	17,225,105.20	(599,899.00)	-3.4%

2011-12 End of Year Projection
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Vocational and Applied Technology Education	3500-3699	8290	184,399.00	185,263.00	28,385.37	185,263.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other Federal Revenue (incl. ARRA)	All Other	8290	2,137,850.00	2,306,756.42	794,814.31	2,306,756.42	0.00	0.0%
TOTAL, FEDERAL REVENUE			26,777,416.00	30,769,017.62	19,397,614.99	30,448,592.62	(320,425.00)	-1.0%
OTHER STATE REVENUE								
Other State Apportionments								
Community Day School Additional Funding								
Current Year	2430	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	2430	8319	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Entitlement								
Current Year	6355-6360	8311	0.00	0.00	2,110.93	0.00	0.00	0.0%
Prior Years	6355-6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	25,045,860.00	25,104,060.00	14,986,843.39	25,101,308.00	(2,752.00)	0.0%
Prior Years	6500	8319	0.00	54,035.00	62,663.00	62,663.00	8,628.00	16.0%
Home-to-School Transportation	7230	8311	686,465.00	674,597.00	544,711.55	686,256.00	11,659.00	1.7%
Economic Impact Aid	7090-7091	8311	3,000,000.00	3,184,593.00	2,066,004.00	3,184,593.00	0.00	0.0%
Spec. Ed. Transportation	7240	8311	1,772,605.00	1,741,962.00	1,406,567.45	1,772,067.00	30,105.00	1.7%
All Other State Apportionments - Current Year	All Other	8311	225,145.00	225,145.00	127,168.48	225,145.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	(357.00)	(357.00)	(357.00)	New
Year Round School Incentive		8425	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction, K-3		8434	7,300,000.00	7,300,000.00	4,388,956.00	7,300,000.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	139,661.00	139,661.00	139,661.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	6,828,490.00	7,820,990.00	4,162,823.76	7,891,936.00	70,946.00	0.9%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650-6690	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Healthy Start	6240	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction Facilities	6200	8590	0.00	0.00	0.00	0.00	0.00	0.0%
School Community Violence Prevention Grant	7391	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	350,000.00	413,100.00	371,790.00	413,100.00	0.00	0.0%
All Other State Revenue	All Other	8590	20,019,235.00	22,219,547.21	15,672,806.85	21,751,622.21	(467,925.00)	-2.1%
TOTAL, OTHER STATE REVENUE			65,227,800.00	68,877,690.21	43,931,749.41	68,527,994.21	(349,696.00)	-0.5%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to RL Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%

2011-12 End of Year Projection
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	8,732.00	11,158.40	8,732.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	653,181.00	1,100,442.00	910,843.36	1,100,442.00	0.00	0.0%
Interest		8660	775,000.00	625,000.00	289,204.25	625,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	595,500.00	498,014.00	475,426.92	478,434.00	(19,580.00)	-3.9%
Transportation Services	7230, 7240	8677	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services	All Other	8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-Revenue Limit (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	1,702,755.00	3,518,948.16	4,528,218.97	4,556,230.30	1,037,282.14	29.5%
Tuition		8710	260,082.00	260,082.00	4.00	260,082.00	0.00	0.0%
All Other Transfers In		8781-8783	241,100.00	148,226.00	34,065.25	148,226.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	50,000.00	50,000.00	0.00	60,000.00	10,000.00	20.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,277,618.00	6,209,444.16	6,248,921.15	7,237,146.30	1,027,702.14	16.6%
TOTAL, REVENUES			357,225,046.00	362,659,239.99	308,280,263.92	364,454,293.13	1,795,053.14	0.5%

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CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	168,028,114.00	168,388,858.00	134,745,640.43	168,894,050.00	(505,192.00)	-0.3%
Certificated Pupil Support Salaries		1200	7,420,683.00	7,323,096.00	5,821,008.91	7,282,958.00	40,138.00	0.5%
Certificated Supervisors' and Administrators' Salaries		1300	13,601,969.00	13,088,752.00	10,824,156.23	13,175,314.00	(86,562.00)	-0.7%
Other Certificated Salaries		1900	2,102,897.00	2,764,816.00	2,168,641.48	2,680,440.00	84,376.00	3.1%
TOTAL, CERTIFICATED SALARIES			191,153,663.00	191,565,522.00	153,559,447.05	192,032,762.00	(467,240.00)	-0.2%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	13,107,559.00	13,336,351.00	9,626,976.26	13,554,302.00	(217,951.00)	-1.6%
Classified Support Salaries		2200	23,981,608.00	23,601,700.00	16,785,502.16	23,597,320.83	4,379.17	0.0%
Classified Supervisors' and Administrators' Salaries		2300	2,841,158.00	2,784,979.00	2,186,168.89	2,760,763.00	24,216.00	0.9%
Clerical, Technical and Office Salaries		2400	13,607,396.00	13,493,280.00	9,582,620.66	13,321,342.00	171,938.00	1.3%
Other Classified Salaries		2900	3,444,556.00	3,603,989.00	2,377,867.52	3,551,662.15	52,326.85	1.5%
TOTAL, CLASSIFIED SALARIES			56,982,277.00	56,820,299.00	40,559,135.49	56,785,389.98	34,909.02	0.1%
EMPLOYEE BENEFITS								
STRS		3101-3102	15,911,046.00	15,998,879.00	12,722,470.20	15,905,920.00	92,959.00	0.6%
PERS		3201-3202	5,162,921.00	5,212,789.00	3,766,883.24	5,194,338.50	18,450.50	0.4%
OASDI/Medicare/Alternative		3301-3302	6,575,903.00	6,785,797.00	4,851,672.67	6,788,539.29	(2,742.29)	0.0%
Health and Welfare Benefits		3401-3402	40,055,459.00	42,079,968.00	30,976,776.70	41,468,263.00	611,705.00	1.5%
Unemployment Insurance		3501-3502	3,967,491.00	4,277,604.00	3,142,790.17	4,263,532.84	14,071.16	0.3%
Workers' Compensation		3601-3602	3,966,946.00	4,957,306.00	3,851,826.61	4,944,948.68	12,357.32	0.2%
OPEB, Allocated		3701-3702	662,496.00	671,362.00	524,350.30	668,685.66	2,676.34	0.4%
OPEB, Active Employees		3751-3752	1,072,041.00	1,070,878.00	822,226.51	1,046,960.00	23,918.00	2.2%
PERS Reduction		3801-3802	548,354.00	826,279.00	616,278.06	828,791.00	(2,512.00)	-0.3%
Other Employee Benefits		3901-3902	143,240.00	140,771.00	50,291.36	138,745.37	2,025.63	1.4%
TOTAL, EMPLOYEE BENEFITS			78,065,897.00	82,021,633.00	61,325,565.82	81,248,724.34	772,908.66	0.9%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	1,361,872.00	1,801,164.00	1,545,975.41	1,752,526.00	48,638.00	2.7%
Books and Other Reference Materials		4200	15,200.00	94,886.00	87,763.59	123,791.00	(28,905.00)	-30.5%
Materials and Supplies		4300	8,200,406.00	9,320,026.42	4,155,458.15	9,355,827.57	(35,801.15)	-0.4%
Noncapitalized Equipment		4400	992,178.00	1,445,176.86	1,331,706.99	1,577,390.00	(132,213.14)	-9.1%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			10,569,656.00	12,661,253.28	7,120,904.14	12,809,534.57	(148,281.29)	-1.2%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	1,534,397.00	3,471,662.00	1,477,936.71	3,132,250.00	339,412.00	9.8%
Travel and Conferences		5200	485,158.00	633,881.00	483,362.83	620,152.53	13,728.47	2.2%
Dues and Memberships		5300	43,450.00	44,292.00	11,644.00	14,192.00	30,100.00	68.0%
Insurance		5400-5450	2,200,000.00	2,200,000.00	2,200,000.00	2,200,000.00	0.00	0.0%
Operations and Housekeeping Services		5500	9,100,000.00	9,100,000.00	5,763,982.09	9,100,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	4,032,306.00	4,881,141.00	4,786,423.42	5,028,895.00	(147,754.00)	-3.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(257,000.00)	(257,829.00)	(28,710.85)	(256,287.00)	(1,542.00)	0.6%
Professional/Consulting Services and Operating Expenditures		5800	7,278,311.00	10,160,572.50	5,433,913.31	9,676,926.50	483,646.00	4.8%
Communications		5900	824,300.00	817,880.00	415,458.91	819,880.00	(2,000.00)	-0.2%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			25,240,922.00	31,051,599.50	20,544,010.42	30,336,009.03	715,590.47	2.3%

2011-12 End of Year Projection
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.50	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	350,000.00	367,333.00	434,077.97	519,612.00	(152,279.00)	-41.5%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			350,000.00	367,333.00	434,078.47	519,612.00	(152,279.00)	-41.5%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	(5,795.00)	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	370,000.00	134,480.00	52,174.28	134,480.00	0.00	0.0%
Payments to County Offices		7142	5,035,384.00	5,520,904.00	4,070,738.93	5,619,106.00	(98,202.00)	-1.8%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	915,334.00	915,334.00	219,494.98	322,339.00	592,995.00	64.8%
To County Offices	6500	7222	310,985.00	310,985.00	0.00	310,985.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	2,478,372.00	2,884,137.00	1,434,468.72	2,500,977.00	383,160.00	13.3%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	226,819.00	226,819.00	107,962.77	226,819.00	0.00	0.0%
Other Debt Service - Principal		7439	1,080,651.00	1,179,641.00	1,038,894.60	1,179,641.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			10,417,545.00	11,172,300.00	6,917,939.28	10,294,347.00	877,953.00	7.9%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(555,251.00)	(620,796.00)	(266,045.13)	(554,242.00)	(66,554.00)	10.7%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(555,251.00)	(620,796.00)	(266,045.13)	(554,242.00)	(66,554.00)	10.7%
TOTAL, EXPENDITURES			372,224,709.00	385,039,143.78	290,195,035.54	383,472,136.92	1,567,006.86	0.4%

2011-12 End of Year Projection
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

30 66464 0000000
Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	650,000.00	650,000.00	0.00	650,000.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	2,108,297.00	2,108,297.00	0.00	2,108,297.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			2,758,297.00	2,758,297.00	0.00	2,758,297.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	826,222.54	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	826,222.54	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
Transfers of Restricted Balances		8997	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			2,758,297.00	2,758,297.00	826,222.54	2,758,297.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	255,436,852.00	251,297,728.00	238,701,978.37	252,735,200.00	1,437,472.00	0.6%
2) Federal Revenue		8100-8299	917,790.00	931,538.00	166,818.06	931,538.00	0.00	0.0%
3) Other State Revenue		8300-8599	31,702,689.00	32,714,311.21	21,686,909.13	32,362,809.21	(351,502.00)	-1.1%
4) Other Local Revenue		8600-8799	3,501,997.00	5,174,246.00	5,275,920.89	6,188,315.00	1,014,069.00	19.6%
5) TOTAL, REVENUES			291,559,328.00	290,117,823.21	265,831,626.45	292,217,862.21		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	150,735,456.00	148,152,306.00	118,863,751.85	148,522,507.00	(370,201.00)	-0.2%
2) Classified Salaries		2000-2999	28,452,043.00	28,618,196.00	20,776,672.50	28,287,771.00	330,425.00	1.2%
3) Employee Benefits		3000-3999	53,674,922.00	56,970,483.00	43,093,855.32	56,421,886.00	548,597.00	1.0%
4) Books and Supplies		4000-4999	3,370,317.00	5,211,021.21	3,104,586.58	6,202,744.21	(991,723.00)	-19.0%
5) Services and Other Operating Expenditures		5000-5999	17,370,993.00	18,929,290.00	13,269,999.54	18,621,076.00	308,214.00	1.6%
6) Capital Outlay		6000-6999	250,000.00	267,333.00	345,481.03	419,612.00	(152,279.00)	-57.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	3,625,583.00	4,125,096.00	2,430,542.35	3,738,274.00	386,822.00	9.4%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(3,613,651.00)	(3,772,170.00)	(384,325.18)	(3,691,606.00)	(80,564.00)	2.1%
9) TOTAL, EXPENDITURES			253,865,663.00	258,501,555.21	201,500,563.99	258,522,264.21		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)								
			37,693,665.00	31,616,268.00	64,331,062.46	33,695,598.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	2,758,297.00	2,758,297.00	0.00	2,758,297.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	826,222.54	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(50,076,335.00)	(50,134,624.58)	(16.58)	(49,851,894.58)	282,730.00	-0.6%
4) TOTAL, OTHER FINANCING SOURCES/USES			(47,318,038.00)	(47,376,327.58)	826,205.96	(47,093,597.58)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(9,624,373.00)	(15,760,059.58)	65,157,268.42	(13,397,999.58)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	21,371,762.00	24,407,895.00		24,407,895.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			21,371,762.00	24,407,895.00		24,407,895.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			21,371,762.00	24,407,895.00		24,407,895.00		
2) Ending Balance, June 30 (E + F1e)			11,747,389.00	8,647,835.42		11,009,895.42		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	175,000.00	175,000.00		175,000.00		
Stores		9712	150,000.00	150,000.00		150,000.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	3,975,889.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	7,446,500.00	7,723,898.00		7,723,898.00		
Unassigned/Unappropriated Amount		9790	0.00	598,937.42		2,960,997.42		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
REVENUE LIMIT SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	27,120,334.00	41,150,446.00	17,324,744.92	41,153,646.00	3,200.00	0.0%
Charter Schools General Purpose Entitlement - State Aid		8015	0.00	0.00	0.00	0.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	(1,681,579.00)	(247,306.89)	(247,307.00)	1,434,272.00	-85.3%
Tax Relief Subventions								
Homeowners' Exemptions		8021	2,035,013.00	1,986,847.00	993,423.71	1,986,847.00	0.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	223,257,621.00	226,404,775.00	219,143,778.04	226,404,775.00	0.00	0.0%
Unsecured Roll Taxes		8042	9,287,501.00	8,647,349.00	7,788,252.09	8,647,349.00	0.00	0.0%
Prior Years' Taxes		8043	7,548,075.00	5,254,904.00	5,135,377.02	5,254,904.00	0.00	0.0%
Supplemental Taxes		8044	2,383,709.00	2,597,948.00	1,118,515.60	2,597,948.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	(1,774,079.00)	(16,807,711.00)	(3,313,674.63)	(16,807,711.00)	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	35,854.00	30,170.00	30,170.63	30,170.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-Revenue Limit (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, Revenue Limit Sources			269,894,028.00	267,583,149.00	247,973,280.49	269,020,621.00	1,437,472.00	0.5%
Revenue Limit Transfers								
Unrestricted Revenue Limit Transfers - Current Year	0000	8091	(5,505,360.00)	(5,505,360.00)	0.00	(5,505,360.00)	0.00	0.0%
Continuation Education ADA Transfer	2200	8091						
Community Day Schools Transfer	2430	8091						
Special Education ADA Transfer	6500	8091						
All Other Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction Transfer		8092	613,980.00	921,996.00	650,618.41	921,996.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(9,565,796.00)	(11,702,057.00)	(9,921,920.53)	(11,702,057.00)	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUE LIMIT SOURCES			255,436,852.00	251,297,728.00	238,701,978.37	252,735,200.00	1,437,472.00	0.6%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	0.00	0.00	1,636.21	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00		
NCLB/IASA (incl. ARRA)	3000-3299, 4000-4139, 4201-4215, 4610, 5510	8290						

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Vocational and Applied Technology Education	3500-3699	8290						
Safe and Drug Free Schools	3700-3799	8290						
Other Federal Revenue (incl. ARRA)	All Other	8290	917,790.00	931,538.00	165,181.85	931,538.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			917,790.00	931,538.00	166,818.06	931,538.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
Community Day School Additional Funding								
Current Year	2430	8311						
Prior Years	2430	8319						
ROC/P Entitlement								
Current Year	6355-6360	8311						
Prior Years	6355-6360	8319						
Special Education Master Plan								
Current Year	6500	8311						
Prior Years	6500	8319						
Home-to-School Transportation	7230	8311						
Economic Impact Aid	7090-7091	8311						
Spec. Ed. Transportation	7240	8311						
All Other State Apportionments - Current Year	All Other	8311	22,189.00	22,189.00	9,438.98	22,189.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	(357.00)	(357.00)	(357.00)	New
Year Round School Incentive		8425	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction, K-3		8434	7,300,000.00	7,300,000.00	4,388,956.00	7,300,000.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	0.00	139,661.00	139,661.00	139,661.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	5,898,540.00	6,429,210.00	4,010,600.27	6,470,990.00	41,780.00	0.6%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590						
Drug/Alcohol/Tobacco Funds	6650-6690	8590						
Healthy Start	6240	8590						
Class Size Reduction Facilities	6200	8590						
School Community Violence Prevention Grant	7391	8590						
Quality Education Investment Act	7400	8590						
All Other State Revenue	All Other	8590	18,481,960.00	18,823,251.21	13,138,609.88	18,430,326.21	(392,925.00)	-2.1%
TOTAL, OTHER STATE REVENUE			31,702,689.00	32,714,311.21	21,686,909.13	32,362,809.21	(351,502.00)	-1.1%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to RL Deduction		8625	0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	0.00	8,732.00	11,158.40	8,732.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	653,181.00	1,100,442.00	910,843.36	1,100,442.00	0.00	0.0%
Interest		8660	775,000.00	625,000.00	289,204.25	625,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00		
Transportation Services	7230, 7240	8677						
Interagency Services	All Other	8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-Revenue Limit (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		
All Other Local Revenue		8699	1,572,634.00	3,031,764.00	4,030,645.63	4,045,833.00	1,014,069.00	33.4%
Tuition		8710	260,082.00	260,082.00	4.00	260,082.00	0.00	0.0%
All Other Transfers In		8781-8783	241,100.00	148,226.00	34,065.25	148,226.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791						
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3,501,997.00	5,174,246.00	5,275,920.89	6,188,315.00	1,014,069.00	19.6%
TOTAL, REVENUES			291,559,328.00	290,117,823.21	265,831,626.45	292,217,862.21	2,100,039.00	0.7%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	135,149,090.00	133,207,004.00	106,691,512.67	133,476,590.00	(269,586.00)	-0.2%
Certificated Pupil Support Salaries		1200	3,171,738.00	3,054,705.00	2,317,307.43	3,036,897.00	17,808.00	0.6%
Certificated Supervisors' and Administrators' Salaries		1300	12,001,469.00	11,434,623.00	9,470,316.81	11,538,128.00	(103,505.00)	-0.9%
Other Certificated Salaries		1900	413,159.00	455,974.00	384,614.94	470,892.00	(14,918.00)	-3.3%
TOTAL, CERTIFICATED SALARIES			150,735,456.00	148,152,306.00	118,863,751.85	148,522,507.00	(370,201.00)	-0.2%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	726,003.00	1,167,835.00	989,205.94	1,105,058.00	62,777.00	5.4%
Classified Support Salaries		2200	11,568,419.00	11,487,819.00	8,398,085.21	11,462,328.00	25,491.00	0.2%
Classified Supervisors' and Administrators' Salaries		2300	1,687,241.00	1,654,620.00	1,340,839.92	1,625,533.00	29,087.00	1.8%
Clerical, Technical and Office Salaries		2400	12,204,126.00	12,078,249.00	8,566,511.86	11,915,344.00	162,905.00	1.3%
Other Classified Salaries		2900	2,266,254.00	2,229,673.00	1,482,029.57	2,179,508.00	50,165.00	2.2%
TOTAL, CLASSIFIED SALARIES			28,452,043.00	28,618,196.00	20,776,672.50	28,287,771.00	330,425.00	1.2%
EMPLOYEE BENEFITS								
STRS		3101-3102	12,537,114.00	12,439,064.00	9,855,025.86	12,315,155.00	123,909.00	1.0%
PERS		3201-3202	2,654,494.00	2,769,323.00	1,977,959.18	2,748,861.00	20,462.00	0.7%
OASDI/Medicare/Alternative		3301-3302	4,066,975.00	4,299,928.00	3,074,752.04	4,264,984.00	34,944.00	0.8%
Health and Welfare Benefits		3401-3402	27,145,791.00	28,942,068.00	21,770,218.02	28,628,983.00	313,085.00	1.1%
Unemployment Insurance		3501-3502	2,849,486.00	3,131,878.00	2,263,152.81	3,103,347.00	28,531.00	0.9%
Workers' Compensation		3601-3602	2,848,906.00	3,537,054.00	2,774,186.74	3,508,937.00	28,117.00	0.8%
OPEB, Allocated		3701-3702	475,947.00	481,132.00	376,841.51	474,189.00	6,943.00	1.4%
OPEB, Active Employees		3751-3752	770,835.00	768,091.00	595,380.12	760,560.00	7,531.00	1.0%
PERS Reduction		3801-3802	239,859.00	516,311.00	380,978.45	533,180.00	(16,869.00)	-3.3%
Other Employee Benefits		3901-3902	85,515.00	85,634.00	25,360.59	83,690.00	1,944.00	2.3%
TOTAL, EMPLOYEE BENEFITS			53,674,922.00	56,970,483.00	43,093,855.32	56,421,886.00	548,597.00	1.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	450,000.00	629,220.00	552,242.89	555,078.00	74,142.00	11.8%
Books and Other Reference Materials		4200	0.00	16,243.00	12,174.81	19,843.00	(3,600.00)	-22.2%
Materials and Supplies		4300	2,302,030.00	3,777,122.21	1,852,864.60	4,706,965.21	(929,843.00)	-24.6%
Noncapitalized Equipment		4400	618,287.00	788,436.00	687,304.28	920,858.00	(132,422.00)	-16.8%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			3,370,317.00	5,211,021.21	3,104,586.58	6,202,744.21	(991,723.00)	-19.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	10,000.00	53,830.00	1,249.94	53,830.00	0.00	0.0%
Travel and Conferences		5200	267,354.00	293,754.00	214,964.12	278,697.00	15,057.00	5.1%
Dues and Memberships		5300	40,450.00	41,092.00	8,244.00	10,992.00	30,100.00	73.3%
Insurance		5400-5450	2,200,000.00	2,200,000.00	2,200,000.00	2,200,000.00	0.00	0.0%
Operations and Housekeeping Services		5500	9,100,000.00	9,100,000.00	5,763,982.09	9,100,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,565,542.00	2,006,065.00	2,481,346.71	2,014,574.00	(8,509.00)	-0.4%
Transfers of Direct Costs		5710	576,028.00	467,353.00	248,465.73	401,589.00	65,764.00	14.1%
Transfers of Direct Costs - Interfund		5750	(257,000.00)	(257,829.00)	(28,710.85)	(256,287.00)	(1,542.00)	0.6%
Professional/Consulting Services and Operating Expenditures		5800	3,049,419.00	4,212,295.00	1,965,101.63	4,002,951.00	209,344.00	5.0%
Communications		5900	819,200.00	812,730.00	415,356.17	814,730.00	(2,000.00)	-0.2%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			17,370,993.00	18,929,290.00	13,269,999.54	18,621,076.00	308,214.00	1.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.50	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	250,000.00	267,333.00	345,480.53	419,612.00	(152,279.00)	-57.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			250,000.00	267,333.00	345,481.03	419,612.00	(152,279.00)	-57.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	(5,795.00)	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	2,460,294.00	2,860,817.00	1,431,660.98	2,473,995.00	386,822.00	13.5%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	207,134.00	207,134.00	70,995.71	207,134.00	0.00	0.0%
Other Debt Service - Principal		7439	958,155.00	1,057,145.00	933,680.66	1,057,145.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			3,625,583.00	4,125,096.00	2,430,542.35	3,738,274.00	386,822.00	9.4%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	(3,058,400.00)	(3,151,374.00)	(118,280.05)	(3,137,364.00)	(14,010.00)	0.4%
Transfers of Indirect Costs - Interfund		7350	(555,251.00)	(620,796.00)	(266,045.13)	(554,242.00)	(66,554.00)	10.7%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(3,613,651.00)	(3,772,170.00)	(384,325.18)	(3,691,606.00)	(80,564.00)	2.1%
TOTAL, EXPENDITURES			253,865,663.00	258,501,555.21	201,500,563.99	258,522,264.21	(20,709.00)	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	650,000.00	650,000.00	0.00	650,000.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	2,108,297.00	2,108,297.00	0.00	2,108,297.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			2,758,297.00	2,758,297.00	0.00	2,758,297.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	826,222.54	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	826,222.54	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	(50,076,335.00)	(50,134,624.58)	(16.58)	(49,851,894.58)	282,730.00	-0.6%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(50,076,335.00)	(50,134,624.58)	(16.58)	(49,851,894.58)	282,730.00	-0.6%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			(47,318,038.00)	(47,376,327.58)	826,205.96	(47,093,597.58)	282,730.00	-0.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	5,505,360.00	5,505,360.00	0.00	5,505,360.00	0.00	0.0%
2) Federal Revenue		8100-8299	25,859,626.00	29,837,479.62	19,230,796.93	29,517,054.62	(320,425.00)	-1.1%
3) Other State Revenue		8300-8599	33,525,111.00	36,163,379.00	22,244,840.28	36,165,185.00	1,806.00	0.0%
4) Other Local Revenue		8600-8799	775,621.00	1,035,198.16	973,000.26	1,048,831.30	13,633.14	1.3%
5) TOTAL, REVENUES			65,665,718.00	72,541,416.78	42,448,637.47	72,236,430.92		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	40,418,207.00	43,413,216.00	34,695,695.20	43,510,255.00	(97,039.00)	-0.2%
2) Classified Salaries		2000-2999	28,530,234.00	28,202,103.00	19,782,462.99	28,497,618.98	(295,515.98)	-1.0%
3) Employee Benefits		3000-3999	24,390,975.00	25,051,150.00	18,231,710.50	24,826,838.34	224,311.66	0.9%
4) Books and Supplies		4000-4999	7,199,339.00	7,450,232.07	4,016,317.56	6,606,790.36	843,441.71	11.3%
5) Services and Other Operating Expenditures		5000-5999	7,869,929.00	12,122,309.50	7,274,010.88	11,714,933.03	407,376.47	3.4%
6) Capital Outlay		6000-6999	100,000.00	100,000.00	88,597.44	100,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	6,791,962.00	7,047,204.00	4,487,396.93	6,556,073.00	491,131.00	7.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	3,058,400.00	3,151,374.00	118,280.05	3,137,364.00	14,010.00	0.4%
9) TOTAL, EXPENDITURES			118,359,046.00	126,537,588.57	88,694,471.55	124,949,872.71		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(52,693,328.00)	(53,996,171.79)	(46,245,834.08)	(52,713,441.79)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	50,076,335.00	50,134,624.58	16.58	49,851,894.58	(282,730.00)	-0.6%
4) TOTAL, OTHER FINANCING SOURCES/USES			50,076,335.00	50,134,624.58	16.58	49,851,894.58		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,616,993.00)	(3,861,547.21)	(46,245,817.50)	(2,861,547.21)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	2,816,993.00	4,236,303.21		4,236,303.21	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,816,993.00	4,236,303.21		4,236,303.21		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,816,993.00	4,236,303.21		4,236,303.21		
2) Ending Balance, June 30 (E + F1e)			200,000.00	374,756.00		1,374,756.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	200,000.00	374,756.00		1,374,756.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
REVENUE LIMIT SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Charter Schools General Purpose Entitlement - State Aid		8015	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-Revenue Limit (50%) Adjustment		8089	0.00	0.00	0.00	0.00		
Subtotal, Revenue Limit Sources			0.00	0.00	0.00	0.00		
Revenue Limit Transfers								
Unrestricted Revenue Limit Transfers - Current Year	0000	8091						
Continuation Education ADA Transfer	2200	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Community Day Schools Transfer	2430	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education ADA Transfer	6500	8091	5,505,360.00	5,505,360.00	0.00	5,505,360.00	0.00	0.0%
All Other Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction Transfer		8092	0.00	0.00	0.00	0.00		
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUE LIMIT SOURCES			5,505,360.00	5,505,360.00	0.00	5,505,360.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	8,461,189.00	8,435,937.00	4,454,192.15	8,435,937.00	0.00	0.0%
Special Education Discretionary Grants		8182	828,483.00	2,006,421.00	1,383,358.66	2,012,382.00	5,961.00	0.3%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	0.00	0.00	63,905.00	273,513.00	273,513.00	New
Interagency Contracts Between LEAs		8285	10,000.00	9,636.00	9,636.13	9,636.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB/IASA (incl. ARRA)	3000-3299, 4000-4139, 4201-4215, 4610, 5510	8290	15,155,495.00	17,825,004.20	12,661,687.16	17,225,105.20	(599,899.00)	-3.4%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Vocational and Applied Technology Education	3500-3699	8290	184,399.00	185,263.00	28,385.37	185,263.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other Federal Revenue (incl. ARRA)	All Other	8290	1,220,060.00	1,375,218.42	629,632.46	1,375,218.42	0.00	0.0%
TOTAL, FEDERAL REVENUE			25,859,626.00	29,837,479.62	19,230,796.93	29,517,054.62	(320,425.00)	-1.1%
OTHER STATE REVENUE								
Other State Apportionments								
Community Day School Additional Funding								
Current Year	2430	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	2430	8319	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Entitlement								
Current Year	6355-6360	8311	0.00	0.00	2,110.93	0.00	0.00	0.0%
Prior Years	6355-6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	25,045,860.00	25,104,060.00	14,986,843.39	25,101,308.00	(2,752.00)	0.0%
Prior Years	6500	8319	0.00	54,035.00	62,663.00	62,663.00	8,628.00	16.0%
Home-to-School Transportation	7230	8311	686,465.00	674,597.00	544,711.55	686,256.00	11,659.00	1.7%
Economic Impact Aid	7090-7091	8311	3,000,000.00	3,184,593.00	2,066,004.00	3,184,593.00	0.00	0.0%
Spec. Ed. Transportation	7240	8311	1,772,605.00	1,741,962.00	1,406,567.45	1,772,067.00	30,105.00	1.7%
All Other State Apportionments - Current Year	All Other	8311	202,956.00	202,956.00	117,729.50	202,956.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Year Round School Incentive		8425	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction, K-3		8434	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materi		8560	929,950.00	1,391,780.00	152,223.49	1,420,946.00	29,166.00	2.1%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650-6690	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Healthy Start	6240	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction Facilities	6200	8590	0.00	0.00	0.00	0.00	0.00	0.0%
School Community Violence Prevention Grant	7391	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	350,000.00	413,100.00	371,790.00	413,100.00	0.00	0.0%
All Other State Revenue	All Other	8590	1,537,275.00	3,396,296.00	2,534,196.97	3,321,296.00	(75,000.00)	-2.2%
TOTAL, OTHER STATE REVENUE			33,525,111.00	36,163,379.00	22,244,840.28	36,165,185.00	1,806.00	0.0%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to RL Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	595,500.00	498,014.00	475,426.92	478,434.00	(19,580.00)	-3.9%
Transportation Services	7230, 7240	8677	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services	All Other	8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-Revenue Limit (50%)		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	130,121.00	487,184.16	497,573.34	510,397.30	23,213.14	4.8%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	50,000.00	50,000.00	0.00	60,000.00	10,000.00	20.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			775,621.00	1,035,198.16	973,000.26	1,048,831.30	13,633.14	1.3%
TOTAL, REVENUES			65,665,718.00	72,541,416.78	42,448,637.47	72,236,430.92	(304,985.86)	-0.4%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	32,879,024.00	35,181,854.00	28,054,127.76	35,417,460.00	(235,606.00)	-0.7%
Certificated Pupil Support Salaries		1200	4,248,945.00	4,268,391.00	3,503,701.48	4,246,061.00	22,330.00	0.5%
Certificated Supervisors' and Administrators' Salaries		1300	1,600,500.00	1,654,129.00	1,353,839.42	1,637,186.00	16,943.00	1.0%
Other Certificated Salaries		1900	1,689,738.00	2,308,842.00	1,784,026.54	2,209,548.00	99,294.00	4.3%
TOTAL, CERTIFICATED SALARIES			40,418,207.00	43,413,216.00	34,695,695.20	43,510,255.00	(97,039.00)	-0.2%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	12,381,556.00	12,168,516.00	8,637,770.32	12,449,244.00	(280,728.00)	-2.3%
Classified Support Salaries		2200	12,413,189.00	12,113,881.00	8,387,416.95	12,134,992.83	(21,111.83)	-0.2%
Classified Supervisors' and Administrators' Salaries		2300	1,153,917.00	1,130,359.00	845,328.97	1,135,230.00	(4,871.00)	-0.4%
Clerical, Technical and Office Salaries		2400	1,403,270.00	1,415,031.00	1,016,108.80	1,405,998.00	9,033.00	0.6%
Other Classified Salaries		2900	1,178,302.00	1,374,316.00	895,837.95	1,372,154.15	2,161.85	0.2%
TOTAL, CLASSIFIED SALARIES			28,530,234.00	28,202,103.00	19,782,462.99	28,497,618.98	(295,515.98)	-1.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	3,373,932.00	3,559,815.00	2,867,444.34	3,590,765.00	(30,950.00)	-0.9%
PERS		3201-3202	2,508,427.00	2,443,466.00	1,788,924.06	2,445,477.50	(2,011.50)	-0.1%
OASDI/Medicare/Alternative		3301-3302	2,508,928.00	2,485,869.00	1,776,920.63	2,523,555.29	(37,686.29)	-1.5%
Health and Welfare Benefits		3401-3402	12,909,668.00	13,137,900.00	9,206,558.68	12,839,280.00	298,620.00	2.3%
Unemployment Insurance		3501-3502	1,118,005.00	1,145,726.00	879,637.36	1,160,185.84	(14,459.84)	-1.3%
Workers' Compensation		3601-3602	1,118,040.00	1,420,252.00	1,077,639.87	1,436,011.68	(15,759.68)	-1.1%
OPEB, Allocated		3701-3702	186,549.00	190,230.00	147,508.79	194,496.66	(4,266.66)	-2.2%
OPEB, Active Employees		3751-3752	301,206.00	302,787.00	226,846.39	286,400.00	16,387.00	5.4%
PERS Reduction		3801-3802	308,495.00	309,968.00	235,299.61	295,611.00	14,357.00	4.6%
Other Employee Benefits		3901-3902	57,725.00	55,137.00	24,930.77	55,055.37	81.63	0.1%
TOTAL, EMPLOYEE BENEFITS			24,390,975.00	25,051,150.00	18,231,710.50	24,826,838.34	224,311.66	0.9%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	911,872.00	1,171,944.00	993,732.52	1,197,448.00	(25,504.00)	-2.2%
Books and Other Reference Materials		4200	15,200.00	78,643.00	75,588.78	103,948.00	(25,305.00)	-32.2%
Materials and Supplies		4300	5,898,376.00	5,542,904.21	2,302,593.55	4,648,862.36	894,041.85	16.1%
Noncapitalized Equipment		4400	373,891.00	656,740.86	644,402.71	656,532.00	208.86	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			7,199,339.00	7,450,232.07	4,016,317.56	6,606,790.36	843,441.71	11.3%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	1,524,397.00	3,417,832.00	1,476,686.77	3,078,420.00	339,412.00	9.9%
Travel and Conferences		5200	217,804.00	340,127.00	268,398.71	341,455.53	(1,328.53)	-0.4%
Dues and Memberships		5300	3,000.00	3,200.00	3,400.00	3,200.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	2,466,764.00	2,875,076.00	2,305,076.71	3,014,321.00	(139,245.00)	-4.8%
Transfers of Direct Costs		5710	(576,028.00)	(467,353.00)	(248,465.73)	(401,589.00)	(65,764.00)	14.1%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	4,228,892.00	5,948,277.50	3,468,811.68	5,673,975.50	274,302.00	4.6%
Communications		5900	5,100.00	5,150.00	102.74	5,150.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			7,869,929.00	12,122,309.50	7,274,010.88	11,714,933.03	407,376.47	3.4%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	100,000.00	100,000.00	88,597.44	100,000.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			100,000.00	100,000.00	88,597.44	100,000.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	370,000.00	134,480.00	52,174.28	134,480.00	0.00	0.0%
Payments to County Offices		7142	5,035,384.00	5,520,904.00	4,070,738.93	5,619,106.00	(98,202.00)	-1.8%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	915,334.00	915,334.00	219,494.98	322,339.00	592,995.00	64.8%
To County Offices	6500	7222	310,985.00	310,985.00	0.00	310,985.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	18,078.00	23,320.00	2,807.74	26,982.00	(3,662.00)	-15.7%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	19,685.00	19,685.00	36,967.06	19,685.00	0.00	0.0%
Other Debt Service - Principal		7439	122,496.00	122,496.00	105,213.94	122,496.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			6,791,962.00	7,047,204.00	4,487,396.93	6,556,073.00	491,131.00	7.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	3,058,400.00	3,151,374.00	118,280.05	3,137,364.00	14,010.00	0.4%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			3,058,400.00	3,151,374.00	118,280.05	3,137,364.00	14,010.00	0.4%
TOTAL, EXPENDITURES			118,359,046.00	126,537,588.57	88,694,471.55	124,949,872.71	1,587,715.86	1.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00		
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00		
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	50,076,335.00	50,134,624.58	16.58	49,851,894.58	(282,730.00)	-0.6%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			50,076,335.00	50,134,624.58	16.58	49,851,894.58	(282,730.00)	-0.6%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			50,076,335.00	50,134,624.58	16.58	49,851,894.58	282,730.00	-0.6%

	Object	July	August	September	October	November	December
ACTUALS THROUGH THE MONTH OF (Enter Month Name):							
A. BEGINNING CASH	April 9110	18,935,705.00	10,978,433.00	84,447,760.00	77,683,108.00	48,228,576.00	40,018,660.00
B. RECEIPTS							
Revenue Limit Sources	8020-8079	7,644,607.00	25,856.00	6,966,369.00	567,165.00	13,574,143.00	99,722,206.00
Property Taxes	8010-8019			3,124,800.00	(851,204.00)	2,379,325.00	2,922,599.00
Principal Apportionment	8080-8099		(1,729,935.00)	(727,244.00)	(1,451,564.00)	(879,373.00)	(642,220.00)
Miscellaneous Funds	8100-8299	8,959,014.00	56,629.00	988,854.00	2,436.00	3,111,948.00	(426,661.00)
Federal Revenue	8300-8599	562,690.00	1,272,056.00	7,170,160.00	2,904,400.00	5,874,076.00	3,345,523.00
Other State Revenue	8600-8799	726,668.00	1,283,683.00	305,084.00	781,810.00	487,061.00	348,855.00
Other Local Revenue	8910-8929	4,389.00	0.00	0.00	0.00	0.00	0.00
Interfund Transfers In	8930-8979	0.00	29,017.00	152,722.00	165,229.00	40,484.00	(391,841.00)
All Other Financing Sources		0.00	74,990,000.00	0.00	0.00	0.00	0.00
Other Receipts/Non-Revenue		0.00	75,927,306.00	17,980,745.00	2,118,272.00	24,587,664.00	104,878,461.00
TOTAL RECEIPTS		17,897,368.00	75,927,306.00	17,980,745.00	2,118,272.00	24,587,664.00	104,878,461.00
C. DISBURSEMENTS							
Certificated Salaries	1000-1999	605,789.00	2,129,178.00	18,148,900.00	18,829,532.00	19,070,656.00	22,980.00
Classified Salaries	2000-2999	35,661.00	2,366,411.00	3,285,922.00	4,207,550.00	5,155,613.00	5,666,606.00
Employee Benefits	3000-3999	88,326.00	850,392.00	5,837,475.00	7,385,722.00	6,080,884.00	7,124,974.00
Books, Supplies and Services	4000-5999	243,413.00	4,640,363.00	2,840,954.00	4,035,961.00	3,233,869.00	2,697,171.00
Capital Outlay	6000-6599	22,584.00	75,304.00	61,693.00	27,021.00	21,575.00	23,341.00
Other Outgo	7000-7499	484,979.00	305,340.00	(49,947.00)	1,057,581.00	826,582.00	1,244,300.00
Interfund Transfers Out	7600-7629	0.00	0.00	0.00	0.00	0.00	0.00
All Other Financing Uses	7630-7699	0.00	0.00	0.00	0.00	0.00	0.00
Other Disbursements/							
Non Expenditures		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DISBURSEMENTS		1,480,752.00	10,366,988.00	30,124,997.00	35,543,367.00	34,389,179.00	16,779,372.00
D. PRIOR YEAR TRANSACTIONS							
Accounts Receivable	9200	3,030,269.00	11,219,032.00	6,134,256.00	3,813,301.00	773,605.00	2,102,052.00
Accounts Payable	9500	27,404,157.00	3,310,023.00	754,656.00	(157,262.00)	(817,994.00)	345,274.00
TOTAL PRIOR YEAR TRANSACTIONS		(24,373,888.00)	7,909,009.00	5,379,600.00	3,970,563.00	1,591,599.00	1,756,778.00
E. NET INCREASE/DECREASE (B - C + D)		(7,957,272.00)	73,469,327.00	(6,764,652.00)	(29,454,532.00)	(8,209,916.00)	89,855,867.00
F. ENDING CASH (A + E)		10,978,433.00	84,447,760.00	77,683,108.00	48,228,576.00	40,018,660.00	129,874,527.00
G. ENDING CASH, PLUS ACCRUALS							

ACTUALS THROUGH THE MONTH OF (Enter Month Name)	Object	January	February	March	April	May	June	Accruals	TOTAL
A. BEGINNING CASH	April	129,874,527.00	62,555,486.00	50,381,216.00	28,576,660.00	60,882,634.00	42,154,609.00		
B. RECEIPTS									
Revenue Limit Sources									
Property Taxes	8020-8079	6,300,949.00	0.00	11,765,939.00	84,328,608.00	10,675,282.00	0.00	4,609,563.00	241,571,124.00
Principal Apportionment	8010-8019	6,656,867.00	2,000,835.00	0.00	2,807,161.00	750,000.00	0.00		24,399,946.00
Miscellaneous Funds	8080-8099	(881,815.00)	(570,994.00)	(1,621,182.00)	(766,975.00)	50,000.00	53,320.00	0.00	(9,167,982.00)
Federal Revenue	8100-8299	269,674.00	4,259,879.00	1,966,400.00	295,515.00	4,450,000.00	3,163,330.00	3,672,000.00	30,759,018.00
Other State Revenue	8300-8599	12,020,641.00	3,933,397.00	582,910.00	7,955,829.00	1,500,350.00	2,350,959.00	19,404,699.00	68,877,690.00
Other Local Revenue	8600-8799	627,222.00	884,327.00	215,138.00	297,505.00	135,000.00	135,452.00	0.00	6,227,805.00
Interfund Transfers In	8910-8929	0.00	0.00	0.00	0.00	0.00	2,758,297.00	0.00	2,762,686.00
All Other Financing Sources	8930-8979	304,373.00	171,025.00	43,135.00	307,689.00	0.00	(826,222.00)	0.00	(4,389.00)
Other Receipts/Non-Revenue		0.00	12,500,000.00	0.00	12,660,000.00	0.00	0.00	0.00	100,150,000.00
TOTAL RECEIPTS		25,297,911.00	23,178,469.00	12,952,340.00	107,885,332.00	17,560,632.00	7,635,136.00	27,686,262.00	465,585,898.00
C. DISBURSEMENTS									
Certified Salaries	1000-1999	37,541,747.00	19,336,811.00	19,018,986.00	18,982,796.00	19,221,599.00	19,577,583.00	650,000.00	193,136,557.00
Classified Salaries	2000-2999	4,935,458.00	4,131,030.00	5,778,897.00	5,298,552.00	4,970,042.00	5,484,540.00	6,233,283.00	57,549,565.00
Employee Benefits	3000-3999	9,071,687.00	7,609,254.00	7,807,810.00	9,535,416.00	7,695,827.00	6,623,596.00	3,629,693.00	79,341,056.00
Books, Supplies and Services	4000-5999	2,812,524.00	2,480,034.00	2,570,258.00	1,984,406.00	3,575,585.00	3,721,236.00	8,188,260.00	43,024,034.00
Capital Outlay	6000-6599	(11,575.00)	5,382.00	142,675.00	66,079.00	(6,746.00)	(60,000.00)	0.00	387,333.00
Other Outgo	7000-7499	903,954.00	723,824.00	334,033.00	499,578.00	832,350.00	667,650.00	1,721,280.00	9,551,504.00
Interfund Transfers Out	7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
All Other Financing Uses	7630-7699	0.00	0.00	0.00	1,196,666.00	0.00	0.00	(1,196,666.00)	0.00
Other Disbursements/									
Non Expenditures		38,051,176.00	0.00	0.00	38,051,176.00	0.00	0.00	0.00	76,102,352.00
TOTAL DISBURSEMENTS		93,304,971.00	34,286,335.00	35,652,659.00	75,614,669.00	36,288,657.00	36,014,605.00	19,225,850.00	459,072,401.00
D. PRIOR YEAR TRANSACTIONS									
Accounts Receivable	9200	1,376.00	(1,708,496.00)	803,496.00	717,530.00	0.00	0.00	0.00	26,886,421.00
Accounts Payable	9500	(686,643.00)	(642,092.00)	(92,267.00)	682,219.00	0.00	0.00	0.00	30,100,071.00
TOTAL PRIOR YEAR TRANSACTIONS		688,019.00	(1,066,404.00)	895,763.00	35,311.00	0.00	0.00	0.00	(3,213,650.00)
E. NET INCREASE/DECREASE (B - C + D)		(67,319,041.00)	(12,174,270.00)	(21,804,556.00)	32,305,974.00	(18,728,025.00)	(28,379,469.00)	8,460,412.00	3,299,847.00
F. ENDING CASH (A + E)		62,555,486.00	50,381,216.00	28,576,660.00	60,882,634.00	42,154,609.00	13,775,140.00		
G. ENDING CASH, PLUS ACCRUALS									22,235,552.00

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 23, 2012

INTRODUCTION TO THE COMMON CORE STATE STANDARDS

The Kindergarten-12 Common Core State Standards were presented in June, 2010 by the Council of Chief State School Officers (CCSSO) and the National Governors Association Center for Best Practices (NGA Center) on behalf of 48 states, two territories, and the District of Columbia. These English language arts and mathematics standards represent a set of expectations for student knowledge and skills that high school graduates need to master to succeed in college and careers.

To develop these standards, CCSSO and the NGA Center worked with representatives from participating states, a wide range of educators, content experts, researchers, national organizations, and community groups. These final standards reflect the invaluable feedback from the general public, teachers, parents, business leaders, states, and content area experts and are informed by the standards of other high performing nations. A complete listing of standards in English language arts and mathematics can be found at <http://www.corestandards.org/>.

College-and-career-readiness standards have been incorporated into the K-12 standards. The criteria used to develop the college-and-career-readiness standards, as well as these K-12 standards are:

- Aligned with college and work expectations
- Include rigorous content *and* application of knowledge through high-order skills
- Build upon strengths and lessons of current state standards
- Informed by top-performing countries, so that all students are prepared to succeed in our global economy and society
- Evidence and/or research-based

The following attributes were utilized to develop a portrait of students who are college and career ready. As students advance through the grades and master the standards in reading, writing, speaking, listening, and language, and technical skills, they are able to exhibit with increasing fullness and regularity these capacities of the literate individual. Students who are college and career ready:

- Demonstrate independence
- Build strong content knowledge
- Respond to varying demands of audience task, purpose, and discipline
- Comprehend as well as critique
- Value evidence

- Use technology and digital media strategically and capably
- Come to understand other perspectives and cultures

The NGA Center for Practices and the CCSSO strongly believe that all students should be held to the same high expectations outlined in the Common Core State Standards. As specified by CCSSO and NGA, the Standards are (1) research and evidence based, (2) aligned with college and work expectations, (3) rigorous, and (4) internationally benchmarked. A particular standard was included in the document only when the best available evidence indicated that its mastery was essential for college-and-career-readiness in a twenty-first century, globally competitive society. Common Core State Standards are specific to each grade level, developing in depth and complexity through high school graduation. Key points in each of the Standards areas are listed below.

Key Points in English Language Arts

Reading

- The standards establish a “staircase” of increasing complexity in what students must be able to read so that all students are ready for the demands of college and career-level reading no later than the end of high school. The standards also require the progressive development of reading comprehension so that students advancing through the grades are able to gain more from whatever they read.
- Through reading a diverse array of classic and contemporary literature as well as challenging informational texts in a range of subjects, students are expected to build knowledge, gain insights, explore possibilities, and broaden their perspective. Because the standards are building blocks for successful classrooms, but recognize that teachers, school districts and states need to decide on appropriate curriculum, they intentionally do not offer a reading list. Instead, they offer numerous sample texts to help teachers prepare for the school year and allow parents and students to know what to expect at the beginning of the year.
- The standards mandate certain critical types of content for all students, including classic myths and stories from around the world, foundational U.S. documents, seminal works of American literature, and the writings of Shakespeare. The standards appropriately defer the many remaining decisions about what and how to teach to states, districts, and schools.

Writing

- The ability to write logical arguments based on substantive claims, sound reasoning, and relevant evidence is a cornerstone of the writing standards, with opinion writing—a basic form of argument—extending down into the earliest grades.

- Research—both short, focused projects (such as those commonly required in the workplace) and longer term in depth research —is emphasized throughout the standards but most prominently in the writing strand since a written analysis and presentation of findings is so often critical.
- Annotated samples of student writing accompany the standards and help establish adequate performance levels in writing arguments, informational/explanatory texts, and narratives in the various grades.

Speaking and Listening

- The standards require that students gain, evaluate, and present increasingly complex information, ideas, and evidence through listening and speaking as well as through media.
- An important focus of the speaking and listening standards is academic discussion in one-on-one, small-group, and whole-class settings. Formal presentations are one important way such talk occurs, but so is the more informal discussion that takes place as students collaborate to answer questions, build understanding, and solve problems.

Language

- The standards expect that students will grow their vocabularies through a mix of conversations, direct instruction, and reading. The standards will help students determine word meanings, appreciate the nuances of words, and steadily expand their repertoire of words and phrases.
- The standards help prepare students for real life experience at college and in 21st century careers. The standards recognize that students must be able to use formal English in their writing and speaking but that they must also be able to make informed, skillful choices among the many ways to express themselves through language.
- Vocabulary and conventions are treated in their own strand not because skills in these areas should be handled in isolation but because their use extends across reading, writing, speaking, and listening.

Media and Technology

- Just as media and technology are integrated in school and life in the twenty-first century, skills related to media use (both critical analysis and production of media) are integrated throughout the standards.

Key Points in Mathematics

- The K-5 standards provide students with a *solid foundation in whole numbers, addition, subtraction, multiplication, division, fractions and decimals*—which help young students build the foundation to successfully apply more demanding math concepts and procedures, and move into applications.
- In kindergarten, the standards follow successful international models and recommendations from the National Research Council’s Early Math Panel report, by focusing kindergarten work on the number core: learning how numbers correspond to quantities, and learning how to put numbers together and take them apart (the beginnings of addition and subtraction).
- The K-5 standards build on the best state standards to provide detailed guidance to teachers on how to navigate their way through knotty topics such as *fractions, negative numbers, and geometry*, and do so by maintaining a continuous progression from grade to grade.
- The standards stress not only procedural skill but also conceptual understanding, to make sure students are learning and absorbing the critical information they need to succeed at higher levels - rather than the current practices by which many students learn enough to get by on the next test, but forget it shortly thereafter, only to review again the following year.
- Having built a strong foundation K-5, students can do hands on learning in geometry, algebra and probability and statistics. Students who have completed 7th grade and mastered the content and skills through the 7th grade will be *well-prepared for algebra* in grade 8.
- The middle school standards are robust and provide a coherent and rich *preparation for high school mathematics*.
- The high school standards call on students to *practice applying mathematical ways of thinking to real world issues and challenges*; they prepare students to think and reason mathematically.
- The high school standards set a *rigorous definition of college and career readiness*, by helping students develop a depth of understanding and ability to apply mathematics to novel situations, as college students and employees regularly do.
- The high school standards *emphasize mathematical modeling*, the use of mathematics and statistics to analyze empirical situations, understand them better, and improve decisions. For example, the draft standards state: “Modeling links classroom mathematics and statistics to everyday life, work, and decision-making. It is the process of choosing and using appropriate
- mathematics and statistics to analyze empirical situations, to understand them better, and to improve decisions. Quantities and their relationships in physical, economic, public policy, social and everyday situations can be modeled using mathematical and statistical methods. When making mathematical models, technology is valuable for varying assumptions, exploring consequences, and comparing predictions with data.”

Gearing Up for the California Common Core Standards

Capistrano Unified School District

Deni Christensen

Executive Director – Secondary Education



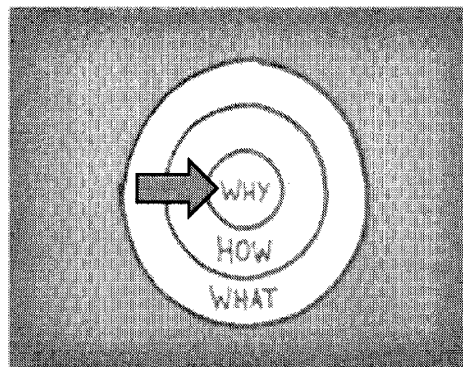
Building Awareness

- Big ideas behind the California Common Core standards
 - Teaching and Learning
 - Assessment
- Connections with our efforts in CUSD
- The projected timeline of implementation

What are the Common Core Standards?

- State-led effort to establish a shared set of clear educational standards for English Language Arts and Mathematics.
 - *Common Standards will help ensure students are receiving a high-quality education **consistently from school to school and state to state.***
- The Standards are designed to be robust and relevant to the real world, reflecting the knowledge and skills that our young people need for success in college and careers.

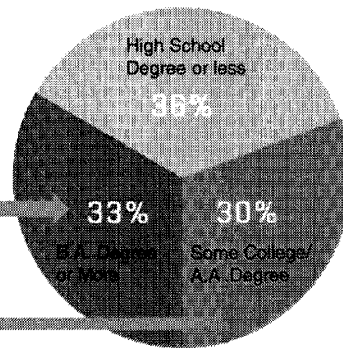
WHY?



By 2018 the U.S. Labor Market Demands 63% with College and Career Readiness

Post-secondary education is necessary to compete in the global economy in 2010 and beyond:

- In 2018, 63% of all U.S. jobs will require at least some college.



Source: Center on Education and the Workforce, Georgetown University

Source: U.S. Bureau of Labor Statistics, Bureau of Economic Analysis, and the U.S. Census Bureau, "The Education Requirements of U.S. Jobs," 2010.

Local Data



Of our students enrolled in a California postsecondary institution



Of our students obtained 1 year of postsecondary credit after 2 years



Of our students required remediation in math and ELA at CSUs

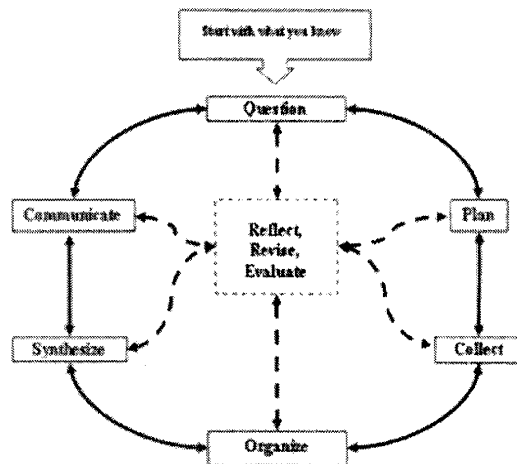
What is needed in the workplace?

- **Critical thinking and problem solving**—including the ability to make decisions, solve problems, and take action as appropriate;
- **Effective communication**—the ability to synthesize and transmit your ideas both in written and oral formats;
- **Collaboration and team building**—the ability to work effectively with others, including those from diverse groups and with opposing points of view;
- **Creativity and innovation**—the ability to see what's NOT there and make something happen.

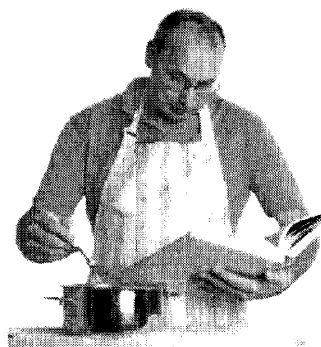
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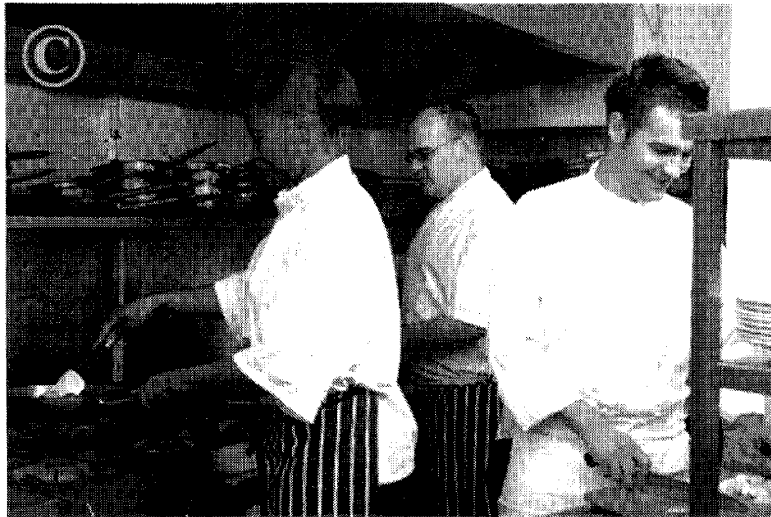
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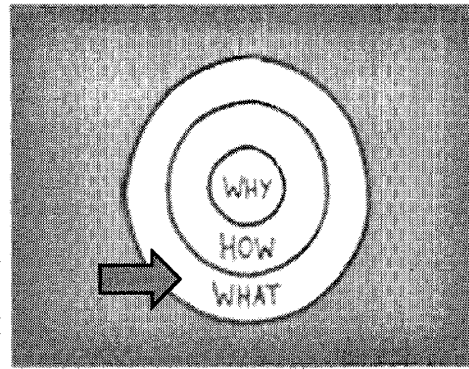
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Strengths of the New Common Core

- Aligned with expectations for College and Career Readiness
- Developed to provide consistency from state to state
- Included both content and application of knowledge through high-order skills
- Designed to address the math skills needed by students to succeed in the global economy and society.

WHAT?



Five Main Points of Emphasis for ELA:

- High-level, text-based discussions
- Focus on process, not just content
- Create assignments for real audiences and with real purpose
- Teach argument, not persuasion
- Increase text complexity

English Language Arts Examples:

- Students *summarize the development* of the morality of Tom Sawyer in Mark Twain's novel of the same name and analyze its connection to themes of accountability and authenticity by noting how it is conveyed *through characters, setting, and plot*. [RL.8.2]

- Students *evaluate the premises* of James M. McPherson's argument regarding why Northern soldiers fought in the Civil War by *corroborating the evidence* provided from the letters and diaries of these soldiers with *other* primary and secondary sources and *challenging* McPherson's *claims* where appropriate. [RH.11–12.8]

The Standards for Mathematics are Divided into Two Sets of Standards

Equal weight must be given to both the Mathematical Practice Standards and the Mathematical Content Standards to Achieve Rigor and Relevance

Mathematical Practice

- The Standards for Mathematical Practice describe areas of expertise in mathematics that students must develop and practice from Kindergarten through grade 12.

Mathematical Content

- These Standards are organized by grade K-8 & by conceptual category in High School.
- Each begins with a brief overview of its domains and clusters as well as an introduction that identifies and describes crucial areas for instructional focus.

Standards for Mathematical Practice

1. Make sense of problems and persevere in solving them.
2. Reason abstractly and quantitatively.
3. Construct viable arguments and critique the reasoning of others.
4. Model with mathematics.
5. Use appropriate tools strategically.
6. Attend to precision.
7. Look for and make use of structure.
8. Look for and express regularity in repeated reasoning.

Sample math problem (Kindergarten)

- Christina has 7 candies. Some of them are chocolate, and some of them are lemon.
 - If she has one chocolate candy, how many lemon candies does she have if the rest are lemon?
 - If she has two chocolate candies, how many lemon candies does she have if the rest are lemon?
 - If she has 3, (4, 5, 6) chocolate candies, how many lemon candies does she have if the rest are lemon?

Grade 3 example

- Mel is designing cards. She has 4 different colors of paper and 7 different pictures she can glue on the paper. How many different cards can she make with one color of paper and one picture?

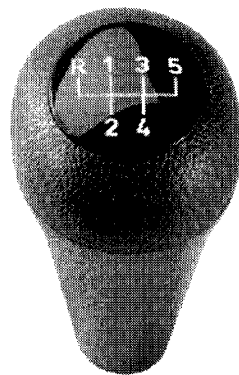
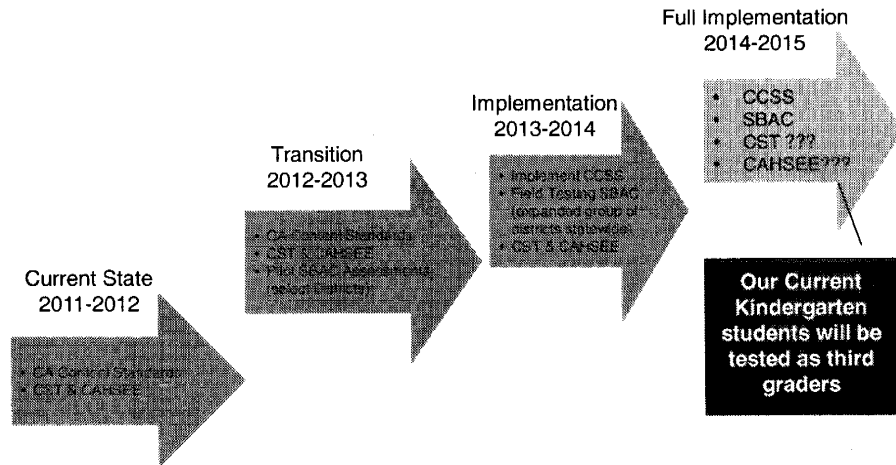
Grade 7 example

- As a salesperson, you are paid \$50 per week plus \$3 per sale. This week you want your pay to be at least \$100. Write an inequality for the number of sales you need to make, and describe the solutions.

High School example

- Find a current data distribution on the number of TV sets per household in the United States, and calculate the expected number of sets per household. How many TV sets would you expect to find in 100 randomly selected households?

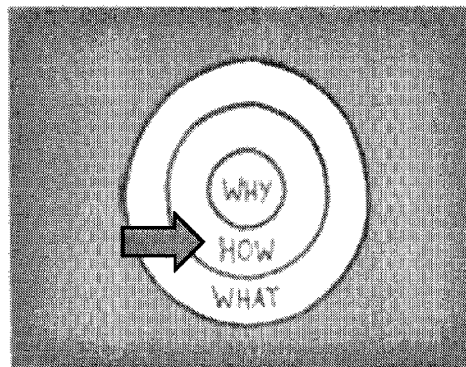
California's Transition to the Common Core



- “Implementing Common Core Standards will ***require our education system to do things substantially different*** from preschool through higher education. The new standards require a more integrated approach to delivering content instruction.”

- Tom Torlakson,
State Superintendent of Public Instruction
- California Department of Education, 2011.

HOW?

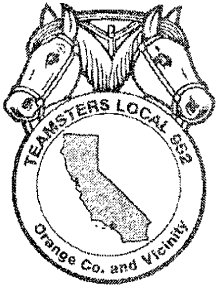


Greater emphasis on:

- **Analysis and problem solving**
- **Using investigation/problem-based approaches**
- **Student participation in making meaning and reasoning, and**
- **Relevance to history and current events**

Ongoing efforts...

- Aligning and organizing resources to assist with transition to common core standards
- Communicating with community
- Professional development and curriculum development at all levels
 - Collaborative teams
- Infrastructure
 - Digital learning
 - Assessment



Patrick D. Kelly
Secretary-Treasurer and
Principal Officer

LOCAL UNION NO. 952

GENERAL TRUCK DRIVERS, OFFICE, FOOD & WAREHOUSE UNION
ORANGE COUNTY AND VICINITY, CALIFORNIA

140 S. Marks Way • Orange, CA 92868-2698 • (714) 740-6200 • FAX (714) 978-0576 • www.teamsters952.org

May 15, 2012

Jodee Brentlinger
Assistant Superintendent, Personnel
Capistrano Unified School District
33122 Valle road
San Juan Capistrano, Ca 92675

Dear Jodee:

Teamsters' Local 952 submits the following articles and issues for our initial proposals for negotiations with the Capistrano Unified School District:


- Article 1: Agreement
- Article 3: Hours of Employment and Overtime
- Article 12: Health and Welfare
- Article 18: Transportation Provisions
- Article 22: Vehicle Maintenance

All existing negotiated Memorandums of Understanding

Teamsters Local 952 reserves the right to add to, amend, modify or omit proposals above. All other provisions of the collective bargaining shall remain in full force and effect and shall be incorporated within the provisions of the successor agreement.

Please contact me at your earliest convenience for the purpose of discussing the negotiation schedule. You can reach me at (714) 740-6238.

Respectfully,,


Jim Hetrick
Business Representative

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 23, 2012

**PROPOSED REFUNDING OF 2002 CERTIFICATE OF PARTICIPATION
AND MEASURE A GENERAL OBLIGATIONS BONDS**

BACKGROUND INFORMATION

Over the past several years, interest rates have been declining and have remained at historically low rates. The interest rate decline presents an opportunity to refinance outstanding certificates of participation (COPs) and general obligation (GO) bonds. Refinancing at lower interest rates could potentially reduce interest costs for District paid COPs and reduce interest costs to the taxpayers on GO bonds.

CURRENT CONSIDERATIONS

At the January 9, 2012, Board meeting, the Board of Trustees approved Government Financial Services, Incorporated to provide financial advisor services for determining the potential savings through refunding of the 2002 COP and Measure A GO bonds. The agency will also coordinate the refunding should the Board approve moving forward.

FINANCIAL IMPLICATIONS

Based on current market interest rates, Government Financial Services, Incorporated estimates the potential savings to the District of \$3.2 million on the 2002 COP and approximately \$5.73 million savings to the taxpayers on Measure A GO bond payments. Savings estimates are over the life of the bonds.

STAFF RECOMMENDATION

It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services, who will provide information on this item and answer any questions the Trustees may have. This is an information item only and no Board action is necessary.



MEMORANDUM

To: Robyn Phillips
From: Rich Malone *RM*
Date: April 25, 2012
Re: Proposed Refunding of 2002 COP and Measure A General Obligation Bonds

Robyn, the District can achieve significant savings for its own benefit by refunding (aka "refinancing") the remaining 2002 certificates of participation ("2002 COP"). Additionally, the District can achieve significant savings for taxpayers by refunding the existing Election of 1999, Measure A, general obligation bonds.

In this memorandum we will:

- review the District's outstanding 2002 COP,
- explain the key details of the proposed 2002 COP refunding,
- review the District's Measure A general obligation bonds,
- explain the key details of the proposed Measure A refunding,
- describe the recommended method for selling the proposed refundings, and
- summarize a potential schedule for the refundings.

Summary of Key Points of Refunding Plan

- Based on current market interest rates, we project that the District can save approximately \$3,200,000 by refunding the District's 2002 COP; this corresponds to a present value savings of approximately \$2,580,000, or more than 12% of the principal amount of the certificates to be refinanced. In order to complete the refunding, the District would issue approximately \$21,420,000 of 2012 Refunding COPs ("Refunding COP"), which would be used to pre-pay the 2002 COP and pay issuance expenses.
- Based on current market interest rates, we project that the District can save taxpayers approximately \$5,730,000 by refunding the District's Series A, B, and C, Measure A general obligation bonds ("Prior Bonds"); this corresponds to a present value savings of approximately \$4,750,000, or nearly 16% of the principal amount of the bonds to be refinanced. We estimate an average annual tax levy savings of approximately \$0.54 through 2025-26.¹ In order to complete the refunding, the District would issue approximately \$30,320,000 of 2012 General Obligation Refunding Bonds ("Refunding Bonds"), which would be used to pre-pay the Prior Bonds and pay issuance expenses.
- We recommend that both refundings be sold to underwriters using a competitive bidding process (instead of a negotiated sale with a pre-selected underwriter). Academic studies demonstrate that a competitive bidding process should yield the best results for the District.

¹ All references to tax levies herein are expressed as tax per \$100,000 of assessed value, and are based on an assumed change in net local secured assessed value of 0% for 2012-13, 1% for 2013-14, 2% for 2014-15, and 3% annually thereafter, with no change in all other types of assessed value.

2002 Certificates Refunding Opportunity

The District issued certificates of participation ("COP") in 2002 to fund various facilities needs; there is an opportunity to refinance the COP. As shown in the following table, of the \$31,950,000 originally issued, \$22,845,000 remains outstanding.

Also shown in the table are key bond features such as "call provisions." Call provisions dictate the ability to refinance the bonds, and include whether bonds may be "called," or repaid early, the "call date," when bonds are eligible to be called, and whether there is a "call premium," a charge associated with early repayment, typically a percentage of the bonds to be called.

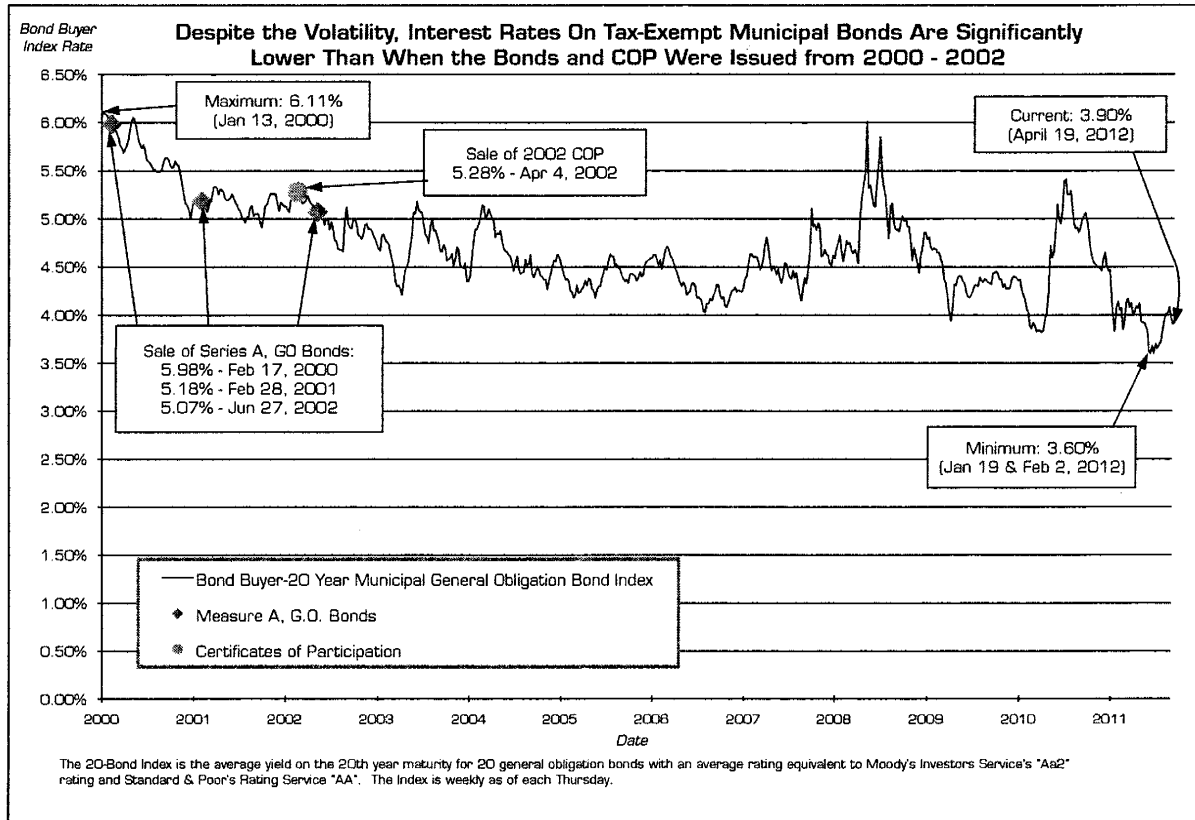
The first call date for the 2002 COP is December 1, without a premium.

Certificates of Participation								
<u>Issue</u>	<u>Close Date</u>	<u>Certificates Issuances</u>	<u>Outstanding Principal as of Apr 16, 2012</u>	<u>Able to Call?</u>	<u>Callable Principal</u>	<u>Callable Weighted Avg. Coupon as of Apr 16, 2012</u>	<u>Next Call Date</u>	<u>Call Premium</u>
2002	Apr-02	\$31,950,000	\$22,845,000	Yes	\$22,845,000	8.64 years	Dec 1, 2012	0.00%

While the 2002 COP is not callable until December 1, it can be "defeased." In a defeasance, sufficient funds are placed into an escrow account to make all necessary principal and interest payments until the COP is callable; the COP is then repaid on the call date. When a COP is defeased, the debt is considered paid, and the legal obligation is removed from the borrower.

Basis for COP and General Obligation Bond and Refunding Opportunities

We refinance COPs and bonds when available interest rates are low enough to produce sufficient net present value savings from reduced interest costs. Though there has been considerable volatility in tax-exempt borrowing rates since the District sold its 2002 COP and Measure A bonds (to be addressed subsequently), borrowing rates have fallen dramatically; borrowing rates recently hit all-time lows. As can be seen in the following chart, borrowing rates are currently in excess of 100 basis points (1.00%) lower than when District debt was sold; as a result, the outstanding 2002 COP and Prior Bonds are extremely attractive refinancing candidates.

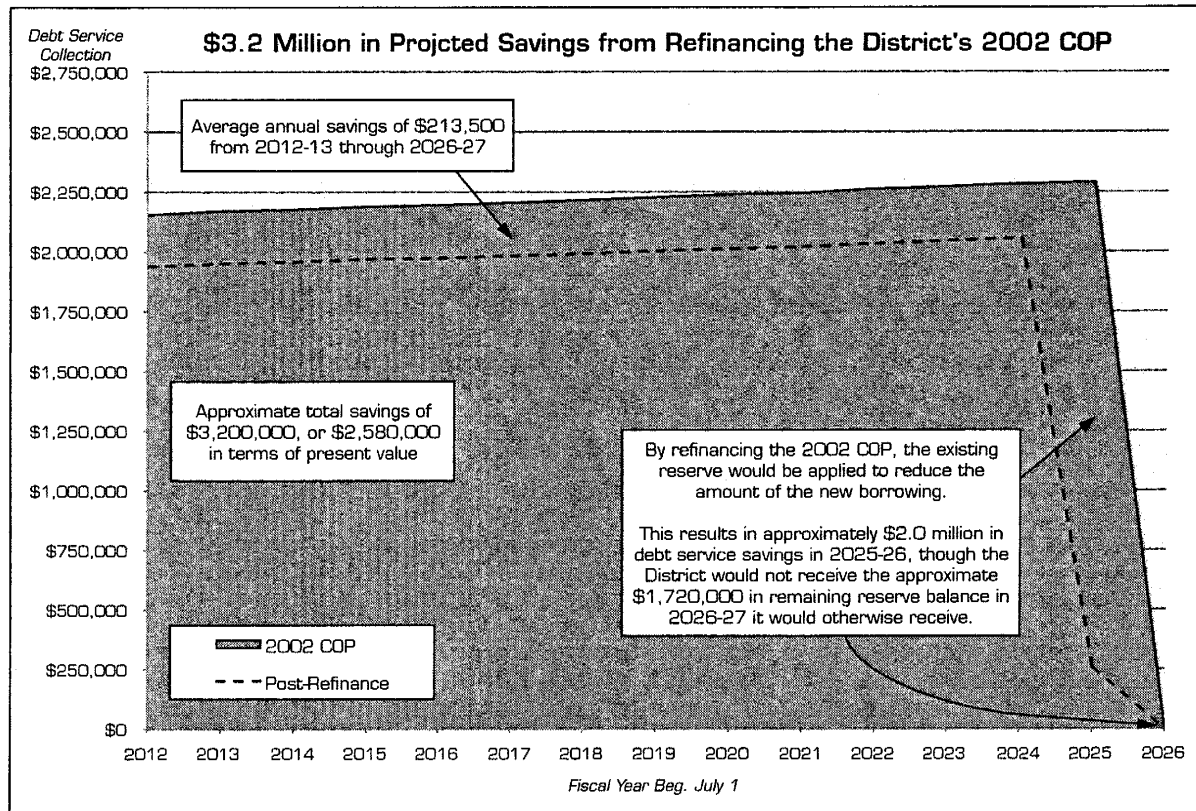


Projected Savings Achieved by Refunding 2002 COP

Refinancing the 2002 COP will produce savings for the District, and is currently projected to save approximately \$3,200,000! While this is an average annual savings of approximately \$213,500 through 2026-27, savings will vary from year to year. In terms of present value, this is a savings of \$2,580,000, or more than 12% of the total principal amount refinanced!

Projected savings, in the form of reduced debt service, is shown in the following chart; existing debt service for the 2002 COP is represented by the shaded area, while the dashed line represents projected post-refinance debt service (based on current market interest rates). The area between the top of the shaded area and the dashed line represents total savings.

It should be noted that the 2002 COP has a reserve account of nearly \$2,500,000 intended to make the final debt service payment. Since a large portion of the final maturity has already been repaid from available funds, there would be some residual reserve, which would be returned to the District after the final maturity. The Refunding COP will not have a reserve account, therefore, the reserve will be applied to reduce the amount of the Refunding COP. Consequently, the residual reserve that otherwise would be returned to the District in 2026-27 will not be available.



Background of the District's General Obligation Bonds

District voters approved general obligation bond Measure "A" in 1999; the following table shows that \$45,509,930 of the Measure A general obligation bond measure remains outstanding.

Of the \$45,509,930 in outstanding principal, only the capital appreciation bond component of the Series B bonds is not subject to early repayment. Assuming the August 1, 2012 payments are made as scheduled, \$30,210,000 remains subject to early redemption; the bonds may be called on any date, without a call premium.

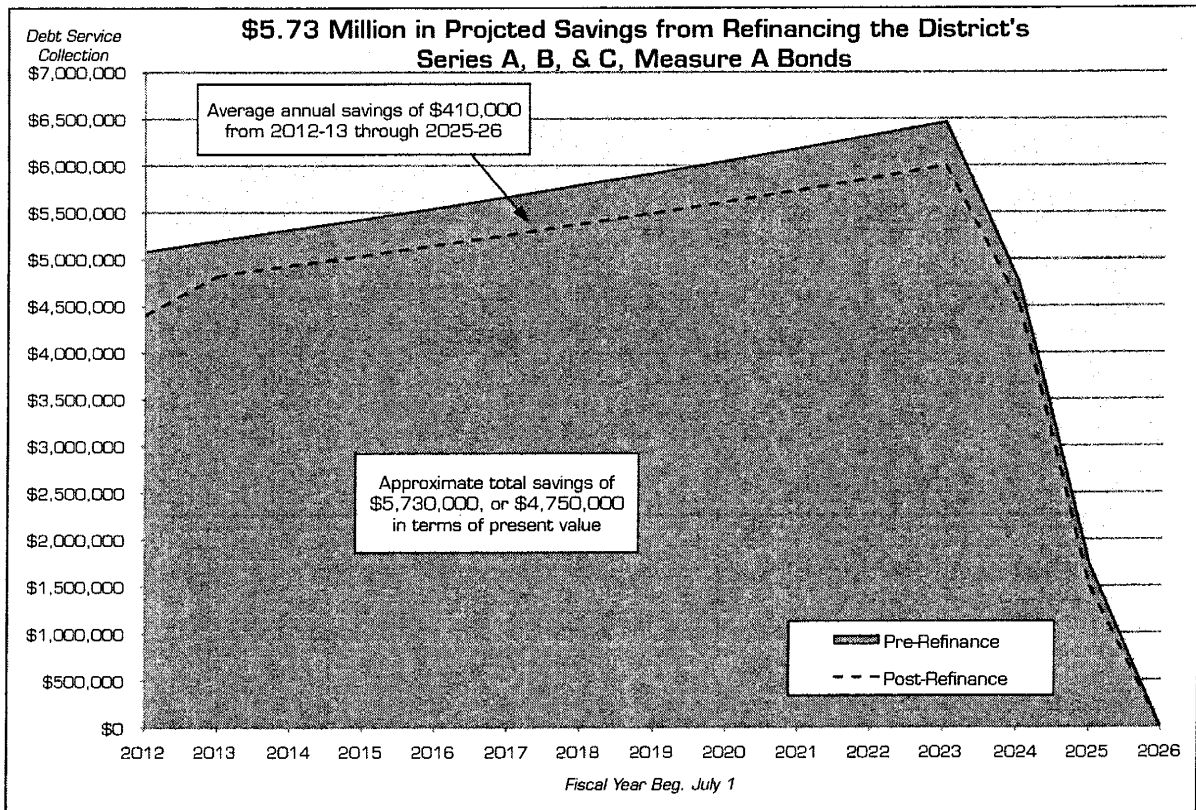
General Obligation Bonds, Measure A, Election of 1999									
Issue	Close Date	Bond Issuances	Outstanding Principal as of Apr 16, 2012	Able to Call?	Callable Principal	Callable Weighted Avg. Coupon as of Apr 16, 2012	Next Call Date	Call Premium	Notes
A	Mar-00	\$17,400,000	\$14,090,000	Yes	\$13,500,000	7.82 years	Any	0.00%	(1)
B	Mar-01	\$17,875,000	\$4,305,000	Yes	\$2,230,000	1.29 years	Any	0.00%	(2)
B	Mar-01	\$12,124,930	\$12,124,930	No	\$0	n/a	n/a	n/a	(3)
C	Jul-02	\$17,600,000	\$14,990,000	Yes	\$14,480,000	9.10 years	Any	0.00%	(4)
		<u>\$64,999,930</u>	<u>\$45,509,930</u>		<u>\$30,210,000</u>				

(1) \$590,000 principal payment due August 1, 2012;
 (2) Current interest bond component of Series B, \$2,075,000 principal payment due August 1, 2012;
 (3) Capital appreciation bond component of Series B;
 (4) \$510,000 principal payment due August 1, 2012.

Projected Savings Achieved by Refunding Prior Bonds

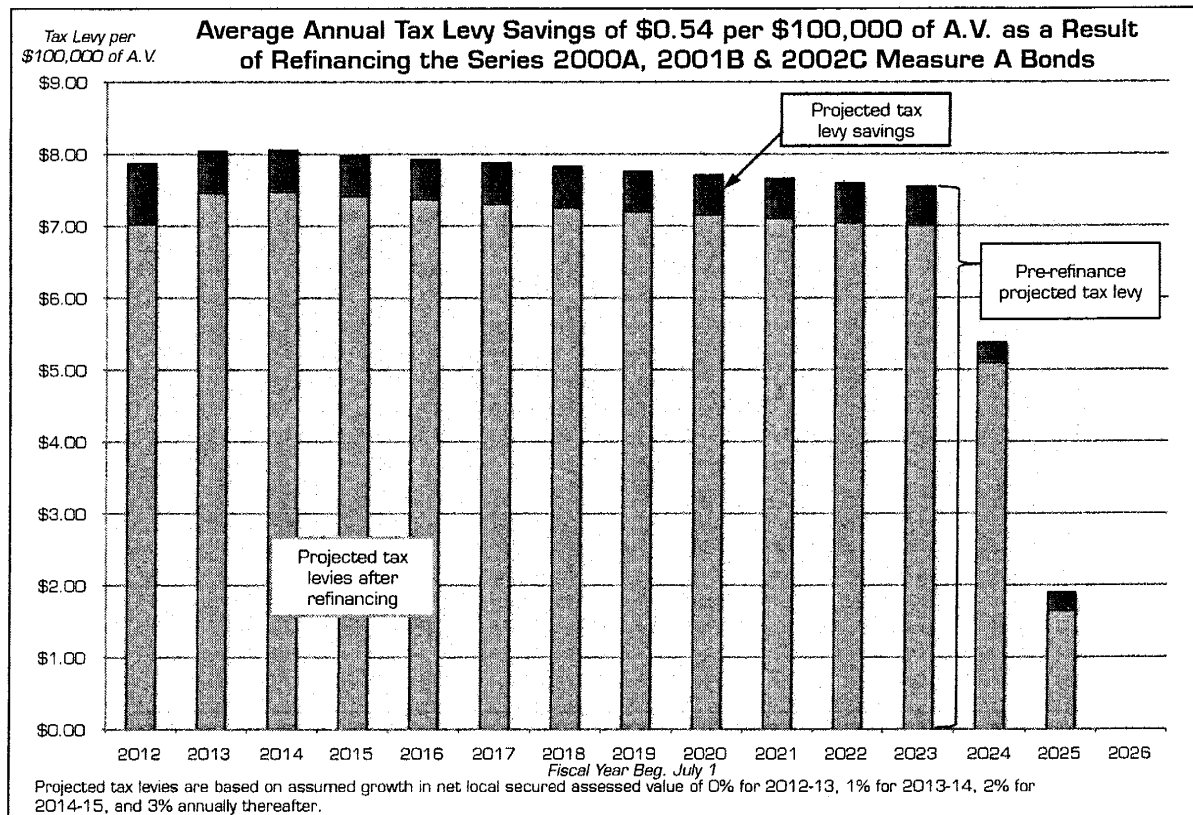
Unlike COPs, where the District receives the benefit from refunding, general obligation bond refundings produce savings for taxpayers. Direct District stewardship, via refunding of the voter-approved Measure A bonds, is projected to generate a taxpayer savings of \$5,730,000! While this is an average annual savings of approximately \$410,000 through 2025-26, savings will vary from year to year. In terms of present value, this is a savings of \$4,750,000, or nearly 16% of the total principal amount refinanced!

Projected savings, in the form of reduced debt service, is shown in the following chart; existing debt service for the Prior Bonds is represented by the shaded area, while the dashed line represents projected post-refinance debt service (based on current market interest rates). The area between the top of the shaded area and the dashed line represents total savings.



In turn, this \$5,730,000 reduction in debt service will result in decreased tax levies for District taxpayers. We currently project that refinancing the Prior Bonds will generate an average annual tax levy savings of approximately \$0.54 from 2012-13 – 2025-26, the final year of Measure A tax collection. It is worth noting that in this scenario, to be consistent with the original plan, savings are taken proportionally over the life of the Prior Bonds. Other structuring options exist, such as taking all savings up front or shortening the borrowing term; these options can be discussed further if there is any District interest in doing so.

The following chart illustrates projected total Measure A tax levies (based on assumed future assessed value) and the projected impact from refinancing the Prior Bonds. The lighter shaded column, on the bottom, represents the tax levies related to the potential Refinancing Bonds, whereas the top column (darker) represents projected taxpayer savings resulting from the refinancing. Taken together, the Refunding Bonds' tax levies and the savings equate to the tax levies for the Prior Bonds without refinancing.



Establishment of Minimum Required Savings for Refundings

The District's goal is to achieve significant savings for itself and the taxpayers by refunding the 2002 COP and the Prior Bonds. As interest rates are not static, they could increase during the time required to complete the refundings and diminish savings. Since refinancing opportunities are limited, the District should not complete a refunding if these goals are unattainable. Therefore, it is important to establish a minimum savings threshold. As we approach the sale date(s), if interest rates are not conducive to achieving our desired savings, then the refunding(s) would be placed on hold until interest rates have decreased sufficiently (which could be a few days, weeks or never).

While there is no universally accepted rule regarding the minimum level of savings required to complete a refunding, a standard benchmark is a present value savings of 3% of the principal amount to be refinanced.

For the 2002 COP, 3% of the \$22,845,000 principal to be refinanced equates to \$685,350. Given that a present value savings of \$685,350 would represent a significant benefit to the District, we recommend that the Board establish the minimum present value savings threshold at this amount.

For the Prior Bonds, 3% of the \$30,210,000 principal to be refinanced equates to \$906,300. Given that a present value savings of \$906,300 would represent a significant benefit to taxpayers, we recommend that the Board establish the minimum present value savings threshold at this amount.

Obviously we are well above the savings threshold for both refundings, so the likelihood that interest rates could rise to a point such that savings was below the 3% threshold is low.

Recommended Method for Selling 2012 Refunding Certificates and Bonds

The two primary methods for selling certificates and bonds are competitive and negotiated sales. A competitive sale is literally a public auction, whereby the issuer and financial advisor prepare the debt for market. Underwriters are invited to submit bids to purchase the debt at an appointed time; the lowest-cost bidder is awarded the purchase. In a negotiated sale, an underwriter is selected prior to the sale and assists the issuer and financial advisor in the structuring and documentation, then purchases the debt at a negotiated price, which is a function of the underwriter's discount and coupon interest rates.

Academic research and our experience demonstrate that a competitive process produces superior results for strong credit school district COPs and general obligation bonds. The competitive sale law, however, contains restrictions and limitations not beneficial to the District. Thus, we recommend using a competitive process to select an underwriter, with the winning bidder signing a bond purchase agreement typically associated with a negotiated sale, thereby allowing us to retain flexibility in working with underwriters.

Pursuant to this process, we will make the preliminary official statements (the prospectuses for the Refunding Certificates and Bonds) available to underwriting firms throughout the United States. We will accept bids from all credible underwriters that wish to purchase the District's debt; the selection of the winning underwriters will be based on the lowest true interest cost bid. We will also retain the flexibility to negotiate final details with the winning underwriter if needed.

While the District's 2002 COP and Measure A bonds were sold using a negotiated process, the District's TRANS issuances have historically been sold competitively.

Schedule

While we would like to refinance the 2002 COP and Prior Bonds as soon as possible, the 2002 COP is not callable until December 1, whereas the Prior Bonds are callable at any time; therefore, we plan on selling them at different times.

A refunding that occurs within 90 days of the call date is called a "current refunding" which provides some structuring flexibility that an "advance refunding" (a refunding that occurs more than 90 days before the call date) does not. Accordingly, we recommend selling the Refunding COP as a current refunding, thus early September is our earliest opportunity, and therefore our projected close date for the Refunding COP. With significant savings available, it makes sense to take advantage of the general obligation bond financing as quickly as possible; therefore, we

anticipate closing the Refunding Bonds in early August, with repayment of the Prior Bonds immediately thereafter.

Please see the attached proposed schedule for the Refunding Bonds. Key dates include:

- Monday, May 14 - Presentation to the Board regarding refinancing opportunity,
- Wednesday, June 27 - Board considers adoption of resolution authorizing issuance of Refunding Bonds,
- Wednesday, July 18 - Sale of Refunding Bonds,
- Tuesday, August 7 - Closing of Refunding Bonds, proceeds deposited with Paying Agent, and redemption of Prior Bonds.

Since the Refunding Bonds' sale would occur first, we have not included a proposed schedule for the Refunding COP, pending feedback regarding the proposed schedule for the Refunding Bonds.

Conclusion

In summary, based on current market interest rates, we project that by the District can achieve significant savings for itself by refunding the 2002 COP, and for taxpayers by refunding the Series A, B, and C Measure A Bonds.

We project an average annual District savings of approximately \$213,500 through 2026-27, for a total projected savings of \$3,200,000, by refunding the 2002 COP. This equates to a present value savings of approximately \$2,580,000, more than 12% of the total principal amount refinanced, making the 2002 COP a very attractive refinancing candidate. Given the level of projected savings, we recommend the District begin the process of refunding the 2002 COP.

Through District stewardship of voter-approved debt, taxpayers can save an average of approximately \$410,000 annually through 2025-26, for a total projected savings of \$5,730,000, by refinancing the Prior Bonds. The present value of this savings is approximately \$4,750,000, nearly 16% of the total principal amount refinanced, making the Prior Bonds very attractive refinancing candidates. Given the projected level of savings, we recommend the District begin the process of refunding the Prior Bonds.

As we approach the sale dates, if interest rates are not conducive to achieving the minimum thresholds established by the Board, then the refunding(s) would be placed on hold until interest rates have decreased sufficiently (which could be days, weeks or never).

As always, please don't hesitate to call us if you have any questions or comments.

REM/met

Enclosure

CAPISTRANO UNIFIED SCHOOL DISTRICT



BID SUMMARY

NEWHART MIDDLE SCHOOL MPR REMODEL PROJECT BID NO. 1112-14

Bid Opening: Tuesday, May 15, 2012, 10:00 a.m.
CUSD-Education Center
Staff Development Room 1
33122 Valle Road
San Juan Capistrano, CA 92675

CONTRACTOR	BID
BIG BEN, INC.	\$799,999
CONSTRUCT 1 ONE CORP.	\$798,532
CJPRO, INC.	\$832,000
DALKE AND SONS CONSTRUCTION, INC.	\$858,480

May 11, 2012

Superintendent/Board President
Capistrano USD
33122 Valle Road
San Juan Capistrano, CA 92675



Dear Superintendent/Board President,

As dedicated local school governance leaders, you and your colleagues are committed to ensuring student achievement and success. The California School Boards Association shares your commitment by providing the services and support you need to provide a high-quality education for all students.

Capistrano USD is not currently a member of CSBA. As a non-member, you don't have full access to all CSBA programs and services, however, you've benefited by participating in services offered by our District Services and Finance Corporations in the last three years, as follows:

District and Financial Services: Government Purchasing Alliance, MandatePrep, TDS 403(b), TDS Common Remitter

These low-cost, hassle-free programs wouldn't exist if not for the support and continued membership of school districts and county offices of education throughout the state. I strongly encourage your board to consider joining for 2012-13 so you can take full advantage of all CSBA programs, services and support. A dues invoice is enclosed.

I'd like to point out that ALL school districts and county offices of education benefited from the **Special Education Mandated Cost Claim Settlement** obtained by CSBA's Education Legal Alliance. You received a total of \$3,764,983.66.

I'm also proud to point out that your district/county office has won one or more of CSBA's Golden Bell Awards in the last three years. The awards promote excellence in education by recognizing outstanding district and county office programs.

In the past year, membership dues have enabled CSBA to advocate against state budget cuts; file the Proposition 98 lawsuit to recover more than \$2 billion owed to California schools; train thousands of school governance leaders; monitor State Board of Education activities and represent local board interests at SBE meetings; offer free educational webcasts; provide nearly 100 updated sample board policies and bylaws; engage school governance leaders through a variety of social media; and much more. CSBA programs have also saved members time and money, both of which are critical in tough economic times.

Statewide, CSBA is 947 members strong, meaning nearly 94 percent of school

3100 Beacon Boulevard
P.O. Box 1660
West Sacramento, CA 95691
(916) 371-4691
FAX (916) 371-3407

EXHIBIT 6

1 of 3

districts, county offices of education and regional occupational centers/programs count on the association to provide a wider range of advocacy, leadership development, policy, information, financial and other support services than any other education organization.

During the ongoing fiscal crisis, CSBA recognizes that all districts, COEs and ROC/Ps have competing priorities and are under pressure to justify line items in their budgets. However, the services and support we provide to our members are even more important during difficult times like these.

From my own nearly 20 years on a school board, I know well the challenges of balancing a budget and making tough choices to keep all efforts focused on student achievement and success. Thank you for your dedication and continuing service to your students and your community -- especially in these trying times.

For reference, you are in CSBA Region 15. The CSBA Director providing leadership and support in your region is Don Sedgwick of the Saddleback Valley USD.

Your membership in CSBA would affirm a commitment to joining with other districts, COEs and ROC/Ps in enabling the association to continue providing the best possible services and support for school governance leaders and their students. For more information, please contact us at (800) 266-3382 or csba@csba.org.

Sincerely,

A handwritten signature in cursive script that reads "Jill Wynns".

Jill Wynns
CSBA President

Enclosure

Membership Billing



California School Boards Association

3100 Beacon Boulevard, P.O. Box 1660
West Sacramento, CA 95691
(916) 371-4691 FAX (916) 371-3407

Please refer to your billing number in all communications regarding this billing.

Billing Date

5/11/2012

Billing No.

100617-13

Sold Capistrano USD
To: 33122 Valle Road
San Juan Capistrano, CA 92675

ITEM NO.	DESCRIPTION	BILLED AMT	PAYMENT RCVD	BALANCE DUE
	CSBA Membership Dues 2012-13 *	\$17,045.00	\$0.00	\$17,045.00
	Education Legal Alliance Membership Dues 2012-13	\$4,261.00	\$0.00	\$4,261.00
* \$4 of your CSBA annual membership dues is used to pay for a subscription to California School News for each board member and superintendent.				
* \$2 of your CSBA annual membership dues is used to pay for a subscription to California Schools magazine for each board member and superintendent.				
** See reverse for details about Education Legal Alliance.				
		BILLED AMT	PAYMENT RCVD	TOTAL DUE
		\$ 21,306.00	\$ 0.00	\$ 21,306.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

3100 Beacon Boulevard, P.O. Box 1660
West Sacramento, CA 95691
(916) 371-4691 FAX (916) 371-3407

PAYMENT RCVD	TOTAL DUE
\$ 0.00	\$ 21,306.00

Billing No.

100617-13

Billing Date

5/11/2012

Make checks payable to:

California School Boards Association
c/o Westamerica Bank
P.O. Box 1450
Suisun City, CA 94585-4450

Sold to:

Capistrano USD
33122 Valle Road
San Juan Capistrano, CA 92675

GOVERNING BOARD OF TRUSTEES ELECTIONS

It is important that the candidate be sincerely and honestly interested in serving the whole District for the best interests of all children. The Board of Trustees considers it important its members be nonpartisan in dealing with school matters. The Board shall not subordinate the education of our children and youth to any partisan principle, group interest, or personal ambition.

Any person is eligible to be a Board member, without further qualifications, if he/she is 18 years of age or older, a citizen of the state, a resident of the school District, a registered voter, and not legally disqualified from holding civil office. (Education Code 35107)

A District employee elected to the Board shall resign his/her position before being sworn in or shall have his/her employment automatically terminated upon being sworn into office. (Education Code 35107)

Board of Trustees election procedures shall be conducted in accordance with the California Education Code and Elections Code.

Elections shall be held in even-numbered years on the first Tuesday after the first Monday in November.

The candidate must actually be a registered voter in the District at the time of his/her candidacy and shall be a resident of the tTrustee area he/she chooses to represent. The tTrustee areas are as follows:

1. Trustee Area I ~~Southern and central portions of San Juan Capistrano (south and east of Del Obispo Street and San Juan Creek Road); southern portion of Dana Point (south of Selva Road); and the northwest portion of San Clemente (including the Shorecliffs community and a portion of the Forster Ranch community).~~

Beginning at the southeast edge of Census Block 060590421081000 at the San Clemente Pier, then proceeding in along the edge of that Census Block and the inland extension of the Pier to Avenida Victoria, then following Avenida Victoria northwesterly, then northeasterly as it becomes Avenida Del Mar, and proceeding northeasterly along Avenida Del Mar to North El Camino Real, and proceeding northwesterly along North El Camino Real to Calle Cabrillo, and proceeding northeasterly along Calle Cabrillo to Ave De La Estrella, and proceeding northwesterly along Ave De La Estrella to East Ave Palizada, and proceeding northeasterly along East Avenida Palizada to Interstate 5, and proceeding northwesterly along Interstate 5 to Avenida Vaquero, and proceeding northeasterly and northwesterly along Avenida Vaquero to the intersection of Avenida Vaquero and Camino De Los Mares, and proceeding northerly along Camino De Los Mares to the hillside on the northeastern border of Census Block 060590422052000, and proceeding northwesterly along that Census Block border to the San Juan Capistrano - San Clemente city border, and proceeding northerly along the San Juan Capistrano city border to the intersection of the hilltop dirt road and Camino Las Ramblas, and proceeding westerly along unmarked hilltop roads forming the northern border of Census Blocks 060590422031020 and 060590422035004 to the intersection of Forster Canyon Road and La Novia Avenue, and proceeding northerly along

GOVERNING BOARD ELECTIONS (continued)

Forster Canyon Road to San Juan Creek Road, and proceeding westerly along San Juan Creek Road to Interstate 5, and proceeding northeasterly along Interstate 5 to the San Juan River, and following the river northeasterly approximately 2,255 feet to the unnamed stream forming the southwest border of Census Block 060590423122035, and proceeding northwesterly along this stream to the Ortega Highway off-ramp from Interstate 5, and proceeding northerly along the off-ramp to the Ortega Highway (State Route-74), and proceeding westerly along State Route-74 to Del Obispo Street, and proceeding southerly and westerly along Del Obispo Street to Alipaz Street, and proceeding southerly along Alipaz Street to Via Madrigal, and proceeding southerly along Via Madrigal to Camino Del Avion, and proceeding westerly along Camino Del Avion to the Dana Point - Laguna Niguel city border, and proceeding westerly along the city border to Golden Lantern Street, and proceeding southerly along Stonehill Drive, and proceeding westerly along Stonehill Drive to Niguel Road, and proceeding southwestwesterly along Niguel Road to State Route-1, and proceeding northerly along State Route-1 to the District border, and proceeding southerly along the District border to the point of beginning.

2. Trustee Area II ~~Northeast portion of San Juan Capistrano (north of San Juan Creek Road and east of the I-5 Freeway); unincorporated County territory east of San Juan Capistrano and Mission Viejo; the communities of Ladera Ranch and Las Flores; and a portion of Mission Viejo (east of Marguerite Parkway and south of Jeronimo Road).~~

Beginning at the intersection of Flagpole Hill and Camino Las Ramblas, and proceeding westerly along unmarked roads for 7,000 feet to the intersection of Forster Canyon Road and La Novia Avenue, and proceeding northerly along Forster Canyon Road to San Juan Creek Road, and proceeding westerly along San Juan Creek Road to Interstate 5, and proceeding northeasterly along Interstate 5 to San Juan Creek, and following the creek northeasterly to the northern border of the City of San Juan Capistrano, and proceeding northwesterly along the border of the City of San Juan Capistrano to the Mission Viejo - San Juan Capistrano city border, and proceeding northerly along the Mission Viejo city border to the Mission Viejo - Rancho Santa Margarita city border, and proceeding northeasterly and southerly along the Rancho Santa Margarita city border to Oso Parkway, and proceeding easterly along Oso Parkway to Tesoro Creek Road, and proceeding southerly along Tesoro Creek Road to the entrance to the Tesoro High School parking lot at the northern border of Census Block 060590320565010, and proceeding southwestwesterly and easterly along the western borders of Census Blocks 060590320565010 and 060590320565009 around the western side of Tesoro High School, and proceeding southerly along the Canada Chiquita Channel to the southern border of Census Block 060590320565017 as it curves along the through the unpopulated hills to Burma Road, and proceeding easterly along Burma Road to the western border of the General Thomas F Riley Wilderness Park, and proceeding northerly along the western border of the General Thomas F Riley Wilderness Park to Westridge Trail, and proceeding northeasterly along Westridge Trail to the Rancho Santa Margarita city border, and proceeding northerly, northeasterly, southeasterly, and northerly along the Rancho Santa Margarita city border to the District border, and proceeding along the District border southeasterly to the intersection of the District border and the southern border of Census Block 060590320233076 1,660 feet north of Talega Road, and proceeding westerly 2.7 miles along the southern borders of Census Blocks 060590320233076, 060590320233075, and 060590320233074, and proceeding northerly 2,528 feet along the western border of Census Block 060590320233074, and proceeding westerly along the southern borders of Census

GOVERNING BOARD ELECTIONS (continued)

Blocks 060590320233074, 060590320233073, 060590320233019, 060590320233020, and 060590320233021 to Cristianitos Road and the Donna O'Neill Land Conservancy, and proceeding northwesterly, northerly, northwesterly, southwesterly, and southerly along the border of the Donna O'Neill Land Conservancy to the San Clemente city border, and proceeding westerly and southwesterly along the San Clemente city border to the point of beginning.

3. Trustee Area III ~~Southern, central and a portions of San Clemente including the communities of Talega and Marblehead, and a portion of the Forster Ranch community.~~

Beginning at the southeast edge of Census Block 060590421081000 at the San Clemente Pier, then proceeding in along the edge of that Census Block and the inland extension of the Pier to Avenida Victoria, then following Avenida Victoria northwesterly, then northeasterly as it becomes Avenida Del Mar, and proceeding northeasterly along Avenida Del Mar to North El Camino Real, and proceeding northwesterly along North El Camino Real to Calle Cabrillo, and proceeding northeasterly along Calle Cabrillo to Avenida De La Estrella, and proceeding northwesterly along Avenida De La Estrella to East Avenida Palizada, and proceeding northeasterly along East Avenida Palizada to Interstate 5, and proceeding northwesterly along Interstate 5 to Avenida Vaquero, and proceeding northeasterly and northwesterly along Avenida Vaquero to the intersection of Avenida Vaquero and Camino De Los Mares, and proceeding northerly along Camino De Los Mares to the hillside on the northeastern border of Census Block 060590422052000, and proceeding northwesterly along that Census Block border to the San Juan Capistrano - San Clemente city border, and proceeding northerly and easterly along the San Juan Capistrano city border to the Donna O'Neill Land Conservancy, and proceeding northerly, northeasterly and southeasterly along the northern border of the Conservancy to Cristianitos Road, and proceeding easterly, southerly, and easterly along the southern border of Census Blocks 060590320233021, 060590320233020, 060590320233019, and 060590320233073, the western border of Census Block 060590320233074, and the southern border of Census Blocks 060590320233074, 060590320233075, and 060590320233076 to the District border, and proceeding southerly, southwesterly, southerly, and northwesterly along the District border to the point of beginning.

4. Trustee Area IV ~~Northern portion of Dana Point (north of Selva Road); southern portion of Laguna Niguel, and the northwest portion of San Juan Capistrano west of Camino Capistrano and Del Obispo Street).~~

Beginning at the intersection of the District border and State Route 1 and proceeding southerly along State Route-1 to Niguel Road, and proceeding northeasterly along Niguel Road to Stonehill Drive, and proceeding southeasterly and easterly along Stonehill Drive to Golden Lantern Street, and proceeding northerly along Golden Lantern Street to Camino Del Avion, and proceeding easterly along Camino Del Avion to the Laguna Niguel - San Juan Capistrano city border, and proceeding northerly along the Laguna Niguel city border to Camino Las Padres, and proceeding westerly along Camino Los Padres to Golden Lantern Street, and proceeding northerly along Golden Lantern Street to Adelanto Drive, and proceeding westerly along Adelanto Drive to Crown Valley Parkway, and proceeding southwesterly along Crown Valley Parkway to La Paz Road, and proceeding northwesterly along La Paz Road to Aliso Creek Road, and proceeding westerly along Aliso Creek Road to the Aliso Viejo-Laguna Niguel city border, and proceeding southerly, southwesterly,

GOVERNING BOARD ELECTIONS (continued)

westerly, and southerly along the Laguna Niguel city border to the intersection of the Laguna Niguel city border and the southern border of Census Block 060590423251002, and proceeding westerly and northerly along the southern and western borders of Census Blocks 060590423251002, including Aliso Creek as the western border of the Census Block, and proceeding northerly along Aliso Creek 642 feet, and proceeding southwesterly along the southern borders of Census Blocks 060590626322009 and 060590626322006 to the District border, and proceeding southerly along the District border to the beginning point.

5. Trustee Area V ~~The City of Aliso Viejo and northern portion of Laguna Niguel (west of Crown Valley Parkway and La Paz Road).~~

Beginning at the intersection of La Paz Road and Yosemite Road, and proceeding northwesterly along La Paz Road to Aliso Creek Road, and proceeding westerly along Aliso Creek Road to the Aliso Viejo - Laguna Niguel city border, and proceeding southerly, southwesterly, westerly, and southerly along the Laguna Niguel city border to the intersection of the Laguna Niguel city border and the southern border of Census Block 060590423251002, and proceeding westerly and northerly along the southern and western borders of Census Blocks 060590423251002, including Aliso Creek as the western border of the Census Block., and proceeding northerly along Aliso Creek 642 feet, and proceeding southwesterly along the southern borders of Census Blocks 060590626322009 and 060590626322006 to the District border, and proceeding northerly, easterly, southerly, easterly, and southeasterly along the District border to Moulton Parkway, and proceeding southwesterly along Moulton Parkway to Aliso Creek Road, and proceeding southwesterly along Aliso Creek Road to Yosemite Road, and proceeding easterly and southwesterly along Yosemite Road to the point of beginning.

6. Trustee Area VI ~~Northern portion of Laguna Niguel (east of Crown Valley Parkway and La Paz Road); the northwest portion of San Juan Capistrano (between Camino Capistrano and the I 5 Freeway); and the western portion of Mission Viejo (west of Marguerite Parkway and the City limits).~~

Beginning at the intersection of the District border and Moulton Parkway on the northern border of Laguna Niguel, and proceeding southwesterly along Moulton Parkway to Aliso Creek Road, and proceeding southwesterly along Aliso Creek Road to Yosemite Road, and proceeding easterly and southwesterly along Yosemite Road to La Paz Road, and proceeding southeasterly along La Paz Road to Crown Valley Parkway, and proceeding northeasterly along Crown Valley Parkway to Adelanto Drive, and proceeding easterly along Adelanto Drive to Golden Lantern Street, and proceeding southerly along Golden Lantern Street to Camino Los Padres, and proceeding easterly along Camino Los Padres to the San Juan Capistrano-Laguna Niguel city border, and proceeding southeasterly along the city border to Camino Del Avion, and proceeding easterly along Camino Del Avion to Alipaz Street, and proceeding northerly and northeasterly along Alipaz Street to Del Obispo Street, and proceeding easterly and northerly along Del Obispo Street to State Route- 74, and proceeding easterly along State Route-74 to the Ortega Highway off ramp of Interstate 5, and proceeding southerly along the off ramp to the former location of an unnamed stream that is now the northwesterly extension of the parcel border between 27136 Paseo Espada on the northeast side and 27129 Calle Arroyo on the southeast side that forms the northeast border of Census Block 060590423122040, and proceeding southeasterly along the parcel border and unnamed stream to the San Juan River, and proceeding northeasterly along the San Juan River to the

GOVERNING BOARD ELECTIONS (continued)

San Juan Capistrano city border, and proceeding northwesterly along the city border to the San Juan Capistrano - Mission Viejo city border, and proceeding northerly along the Mission Viejo city border to the easterly extension of Camden, and proceeding northwesterly along the extension of Camden and Camden to Felipe Road, and proceeding southwesterly along Felipe Road to Marguerite Parkway, and proceeding northerly along Marguerite Parkway to the District border, and proceeding southwesterly, southerly, southwesterly, and northwesterly along the District border to the point of beginning.

7. Trustee Area VII ~~CUSD portions of Rancho Santa Margarita, Dove Canyon and Coto de Caza, and a portion of Mission Viejo, north of La Paz Road.~~
- Beginning at the City of Mission Viejo's eastern border at the extension of Camden, and proceeding northwesterly along the extension and Camden to Felipe Rd, and proceeding southwesterly along Felipe Road to Marguerite Parkway, and proceeding northerly along Marguerite Parkway to the District border, and proceeding northerly and easterly along the District border most eastern point of the City of Rancho Santa Margarita, and proceeding southerly, northwesterly, southwesterly, and southerly to Westridge Trail, and proceeding southerly along Westridge Trail to the western border of the General Thomas F Riley Wilderness Park, and proceeding southerly along the western border of the General Thomas F Riley Wilderness Park to Burma Road, and proceeding westerly along Burma Road to the southern border of Census Block 060590320443003, and proceeding southerly along the eastern borders of Census Blocks 060590320443003 and 060590320565001, and proceeding northwesterly along the western borders of Census Blocks 060590320565017, 060590320565009, and 060590320565010 to Tesoro Creek Road, and proceeding northerly along Tesoro Creek Road Census Block 060590320565017 as it curves along the through the unpopulated hills to Canada Chiquita Channel, and proceeding northerly along Canada Chiquita Channel to Tesoro High School, and proceeding westerly and northerly along the western borders of Census Blocks 060590320565010 and 060590320565009 around the western side of Tesoro High School to the high school parking lot entrance on the northern border of Census Block 060590320565010 at Tesoro Creek Rd, and proceeding northerly along Tesoro Creek Road to Oso Parkway and the Rancho Santa Margarita city border, and proceeding westerly, northerly, and southwesterly along the Rancho Santa Margarita city border to the Mission Viejo city border, and proceeding southerly along the Mission Viejo city border to the beginning point.

(cf. 9110 Terms of Office)

Statement of Qualifications

The Board shall assume no part of the cost of printing, handling, translating, or mailing candidate statements. Candidate statements shall be limited to 200 words, unless the Board authorizes 400.

The Board secretary shall notify the county clerk of this policy on or before the 125th day before each Board member election. (Elections Code 23510.5)

GOVERNING BOARD ELECTIONS (continued)**Tie Votes in Board Member Elections**

Whenever a tie makes it impossible to determine which of two or more candidates has been elected to the Board, the Board shall schedule a runoff election in accordance with law. (Education Code 5016)

Legal Reference: (see next page)

Legal Reference:

EDUCATION CODE

5000-5033 Election of governing board members, especially:

5012 Declaration of candidacy

5012.5 Extension if incumbent does not file; withdrawal of candidacy

5019 Trustee areas and size of governing boards

5019.5 Trustee areas; adjustment of boundaries

5300-5304 General provisions (conduct of elections)

5320-5329 Order and call of elections

5340-5345 Consolidation of elections

5360-5363 Election notice

5380 Compensation (of election officer)

5390 Qualifications of voters

5420-5426 Cost of elections

5440-5442 Miscellaneous provisions (re returns, recounts, etc.)

35107 Eligibility; school district employees

35177 Campaign expenditures or contributions

ELECTIONS CODE

10012 Candidate's statement

23510.5 Notice of election by secretary

24000 School district governing board election; number of votes; one or more than one member being elected; ballot instructions

24002 Forms; declaration of candidacy and notice to declare candidacy

24003 Sample ballot; notice of polling place and time of election

24004 More than one ballot for separate propositions

GOVERNMENT CODE

85101 Previous or local conflicting limitations

85300-85307 Contribution limitations

Service Employees International Union vs. Fair Political Practices Commission, Ninth Cir. Cal. 1992 WL 18475

Bylaw

adopted: February 27, 1995

revised: June 28, 2004

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
MAY 9, 2012
EDUCATION CENTER – BOARD ROOM

President Pritchard called the meeting to order at 8:30 a.m. The Board recessed to closed session to discuss Public Employee Appointment/Employment.

The regular meeting of the Board reconvened to open session and was called to order by President Pritchard at 8:43 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

Permanent Record

It was moved by Trustee Addonizio, seconded by Trustee Brick, and motion carried by a 4-0 vote to adopt the Board agenda.

Adoption of the Board Agenda

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

President Pritchard reported the following action taken during closed session:

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

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

The Board voted 4-0 to approve the appointment of Maureen Brown, Principal, Philip Reilly Elementary School.

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

The Board voted 4-0 to approve the appointment of Gregory Merwin, Principal, George White Elementary School.

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

President Pritchard asked Trustees for items they wished to pull from the Consent Calendar. Agenda items 1 and 2 were pulled.

**Items Pulled from
the Consent
Calendar**

CONSENT CALENDAR

Trustee Addonizio requested additional information on Mr. Smiley. Deputy Superintendent Clark Hampton explained the current Executive Director of Fiscal Services is experiencing health issues and is taking time off necessitating the need for this interim position. Mr. Smiley is a recently retired Director of Financing, has experience in the Irvine Unified School District, and was recommended by the Orange County Department of Education for the interim position. Mr. Smiley is familiar with the QSS financial system used by the District, has a well-rounded background, and will assist staff with the preparation of the third interim report and budget.

**Employment
Contract
Agenda Item 1**

It was moved by Trustee Addonizio, seconded by Trustee Palazzo, and motion carried by a 4-0 vote to approve the employment contract for an interim Executive Director, Fiscal Services, to provide fiscal and budget-related services from May 10, 2012, through August 30, 2012.

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

Trustee Palazzo asked staff if the preschool teacher position was for Las Flores Elementary School. Dr. Farley responded he would have to find out and report back to her.

**Resignations/
Retirements/
Employment
(Classified
Personnel)
Agenda Item 2**

It was moved by Trustee Palazzo, seconded by Trustee Addonizio, and motion carried by a 4-0 vote to approve the resignations, retirements, and employment of classified personnel.

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

It was moved by Trustee Addonizio, seconded by Trustee Brick, and motion carried by a 4-0 vote to adjourn the meeting.

Adjournment

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

President Pritchard announced the meeting adjourned at 8:48 a.m.

Board Clerk

Secretary, Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
MAY 14, 2012
EDUCATION CENTER – BOARD ROOM

President Pritchard called the meeting to order at 6:30 p.m. The Board recessed to closed session to: discuss CSEA/CUEA/CUMA/Teamsters negotiations and Student Expulsions.

Closed session recessed at 6:40 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 Trustee Alpay.

Present: Trustees Addonizio, Alpay, Brick, Bryson, Palazzo, and Pritchard
Absent: Trustee Hatton 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

Permanent Record

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

Adoption of the Board Agenda

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

President Pritchard reported the following action taken during closed session:

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

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

No action was taken. Negotiators Jodee Brentlinger, Julie Hatchel, and Sara Jocham were not present in closed session for the discussion.

Agenda Item #3 B1 through B4 – Student Expulsions:

The Board voted 6-0 to expel the following students with staff recommendations: Case #2012-067, #2012-068, #2012-069, and #2012-070.

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

Chief Communications Officer Marcus Walton introduced and recognized Christine Taglieri, Sherri George, and Jennifer Woodward for being selected as the 2012 District Teachers of the Year. President Pritchard and Superintendent Farley presented each Teacher of the Year with a plaque in honor of their selection.

Special Recognition

Dr. Farley shared all of the District's eligible high schools were named as among the top five percent in the nation by U.S. News and World Report and the California Business for Education Excellence selected 30 District schools for its 2011 honor roll. Dr. Farley added clearly the District is doing something right and these awards reflect the commitment of the entire community, students, parents, and definitely the teachers.

**Board and
Superintendent
Comments**

Trustee Bryson congratulated the three District Teachers of the Year and thanked them for all their efforts on behalf of the children.

DISCUSSION/ACTION

Chief Communications Officer Marcus Walton stated Resolution No. 1112-46 requests the Board approve May 8, 2012, as California Day of the Teacher. This resolution serves as official notice to all employees, as well as all citizens of Capistrano Unified School District, of the Board's recognition of the excellent service provided by its certificated staff.

**California Day of
the Teacher
Agenda Item 1**

It was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried by a 6-0 vote to approve Resolution No. 1112-046, California Day of the Teacher.

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

Chief Communications Officer Marcus Walton stated Resolution No. 1112-047 requests the Board approve the week of May 20-26, 2012, as Classified School Employees Week. This resolution serves as official notice to all employees, as well as all citizens of Capistrano Unified School District, of the Board's recognition of the excellent service provided by its classified personnel.

**Classified School
Employees Week
Agenda Item 2**

It was moved by Trustee Bryson, seconded by Trustee Alpay, and motion carried by a 6-0 vote to approve Resolution No. 1112-047, Classified School Employees Week.

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

Executive Director Jeff Bristow explained the District received a letter on April 12, 2012, from CSEA requesting to bargain the effects of the impending classified layoff. Following the adoption of the classified layoff resolution at the April 25, 2012, Board meeting, CSEA and District negotiating teams met three times and came to agreement on a proposed Memorandum of Understanding (MOU) which has no financial impact on the District. The intent and purpose of the MOU is to provide clarity to management and employees surrounding factual information, modify the existing Personal Necessity language for the remainder of the year, and outline the collaborative process to address workload concerns.

**MOU Between
CUSD/CSEA
Agenda Item 3**

It was moved by Trustee Pritchard, seconded by Trustee Brick, and motion carried by a 6-0 vote to approve the Memorandum of Understanding between Capistrano Unified School District and the California School Employees Association, Chapter 224 regarding the impact of layoff.

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

Dr. Farley reported the cost to the District for the November 6, 2012, election is estimated by the Registrar of Voters to be between \$267,000 and \$340,000.

Biennial Trustee Election
Agenda Item 4

It was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried by a 6-0 vote to adopt Resolution No. 1112-43, Resolution and Order of Biennial Trustee Election and Specifications of the Election Order.

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

Dr. Farley explained Board Bylaw 9920, *Board of Trustees Elections*, is being revised due to the recent redistricting of Trustee areas.

Board Bylaw Revision
Agenda Item 5

Trustee Alpay requested staff research the inclusion of the Donna O'Neill Land Conservancy in the description for Trustee Area III.

Deputy Superintendent Clark Hampton stated there were no updates to report this month.

Division of State Architect Update
Agenda Item 6

President Pritchard asked Trustees for items they wished to pull from the Consent Calendar. No items 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 April 25, 2012, regular Board meeting.

Minutes
Agenda Item 7

Readmission of students from expulsion: Case #2011-083 and Case #2012-009.

Expulsion Readmission
Agenda Item 8

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

Purchase Orders/Warrants
Agenda Item 9

Resolution No. 1112-44 to establish updated signature authorizations.

Signature Authorization
Agenda Item 10

Resolution No. 1112-45 authorizing the execution of the deposit and reimbursement agreement with RMV Community Development, LLC (RMV).

RMV Community Development, LLC Agreement
Agenda Item 11

Consultant Agreement with Public Economics, Incorporated to provide updated revenue projections for the District from the former Redevelopment Agencies in San Clemente, San Juan Capistrano, and Mission Viejo.

Consultant Agreement
Agenda Item 12

Ratification of special education settlement agreements #2011110330, #2012020259, and #2012020425.

Settlement Agreements
Agenda Item 13

Ratification of special education Informal Dispute Resolution agreement for IDR case #45612.

Informal Dispute Resolution Agreement
Agenda Item 14

Advertise for proposals for an E-Rate Consultant.

E-Rate Consultant
Agenda Item 15

Advertise for proposals for a mass notification system.

Mass Notification System
Agenda Item 16

Advertise for bids for paper and plastic products for Food & Nutrition Services.

Paper and Plastic Products
Agenda Item 17

Extension of Bid No. 1011-13 for snack and beverage products to be provided by A&R Wholesale Distributors, Incorporated.

Extension of Bid
Agenda Item 18

Extension of Independent Contractor Agreement No I1112002 for data destruction, recycling of electronics, and collection of equipment and materials to be provided by All Green Electronics Recycling.

Extension of Independent Contractor Agreement
Agenda Item 19

Extension of Software License and Support Agreement with Illuminate Education, Incorporated to provide a software system and support for data and assessment management.

Extension Agreement
Agenda Item 20

Extension of Bid No. 1011-02 for electrical services to be provided by Gilbert & Stearns, Incorporated.

Extension Bid
Agenda Item 21

Extension of Bid No. 1112-05 for electrical supplies and materials to be provided by Consolidated Electric Distributors, Incorporated.

Extension Bid
Agenda Item 22

Extension of Bid No. 1112-06 for service to collect, recycle, and dispose of solid waste Districtwide to be provided by CR&R, Incorporated.

Extension Bid
Agenda Item 23

Extension of Bid No. 1011-14 for grocery products to be provided by A&R Wholesale Distributors, Gold Star Foods, Sysco Foods, and Campus Foods.

Extension Bid
Agenda Item 24

Utilization of Santa Monica-Malibu Unified School District Bid No. 9.10 for the purchase of flooring materials from Collins & Aikman Floorcovering, Incorporated C & A/Tandus as needed, under the same terms and conditions of the public agency's contract.

Flooring Materials Piggyback Bid
Agenda Item 25

Resignations, retirements, and employment of classified personnel.

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

Resignations, retirements, and employment of certificated personnel.

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

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

It was moved by Trustee Alpay, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to adjourn the meeting.

Adjournment

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

President Pritchard announced the meeting adjourned at 7:24 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations

AGREEMENT TO REFER STUDENTS

This AGREEMENT is hereby entered into between the CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT," and The Orange County Superintendent of Schools, hereinafter referred to as "CONTRACTOR."

WHEREAS, CONTRACTOR offers programs appropriate for District students;

WHEREAS, DISTRICT has reduced or eliminated certain school programs as a result of budgetary concerns and DISTRICT students are in need of such services;

WHEREAS, DISTRICT desires to refer students to CONTRACTOR during each school year;

WHEREAS, Education Code Section 1294.5 allows CONTRACTOR to hire temporary certificated employees to provide services to students referred pursuant to this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Referrals by DISTRICT. DISTRICT agrees to refer such students to CONTRACTOR during the term of this Agreement as are deemed to be likely to benefit from CONTRACTOR'S programs.
2. Services to be provided by CONTRACTOR. CONTRACTOR will provide services to DISTRICT students who are eligible for and enroll in CONTRACTOR'S programs during the term of this Agreement.
3. Term. The Term of this Agreement is from July 1, 2012 to August 31, 2012.
4. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.
5. Termination. Either party may terminate this Agreement with or without cause on thirty (30) days' written notice to the other party.
6. Entire Agreement/Amendment. This AGREEMENT constitutes 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.

7. 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.

8. 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) 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:

Capistrano Unified School District
33122 Valle Road

San Juan Capistrano, CA 92675

Attn: Julie Hatchel

Asst. Superintendent
Education Services

CONTRACTOR:

Orange County Superintendent of Schools
200 Kalmus Drive

Costa Mesa, CA 92628

Attn: Renee Hendrick

Assistant Superintendent
Administrative Services

9. 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.

10. 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.

11. Governing Law. The terms and conditions of this 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.

THIS AGREEMENT IS ENTERED INTO THIS 23 DAY OF May, 20 12.

Capistrano Unified School District

By: _____

Joseph M. Farley

Typed Name

Superintendent

Title

Orange County Superintendent of Schools

By: Renee Hendrick

RENEE HENDRICK

Typed Name

ASSISTANT SUPERINTENDENT

Title

ADMINISTRATIVE SERVICES



MARIE M. ISHIDA, EXECUTIVE DIRECTOR

CALIFORNIA INTERSCHOLASTIC FEDERATION

CIF STATE OFFICE • 4658 DUCKHORN DRIVE • SACRAMENTO, CA 95834 • (916) 239-4477 • FAX (916) 239-4478 • CIFSTATE.ORG

2012-2013 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than July 2, 2012.**

Capistrano Unified _____ School District/Governing Board at its _____ meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2012-2013 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Aliso Niguel High School
NAME OF REPRESENTATIVE Chris Carter POSITION Principal
ADDRESS 28000 Terrace View Drive CITY Aliso Viejo ZIP 92656
PHONE 949-830-5590 FAX 949-448-9854 E-MAIL ccarter@capousd.org

NAME OF SCHOOL Capistrano Valley High
NAME OF REPRESENTATIVE Kevin Astor POSITION Principal
ADDRESS 26301 Via Escolar CITY Mission Viejo ZIP 92692
PHONE 949-364-6100 FAX 949-347-1298 E-MAIL keastor@capousd.org

NAME OF SCHOOL Dana Hills High School
NAME OF REPRESENTATIVE Jason Allemann POSITION Principal
ADDRESS 33333 Golden Lantern CITY Dana Point ZIP 92629
PHONE 949-496-6666 FAX 949-489-8317 E-MAIL jjallemann@capousd.org

NAME OF SCHOOL San Clemente High School
NAME OF REPRESENTATIVE George Duarte POSITION Principal
ADDRESS 700 Avenida Pico CITY San Clemente ZIP 92673
PHONE 949-492-4165 FAX 949-361-5175 E-MAIL gduarte@capousd.org

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Dr. Joseph Farley Signature _____

Address 33122 Valle Road City SJC Zip 92675

Phone 949-234-9200 Fax 949-496-7681

**PLEASE MAIL OR FAX THIS
REVERSE SIDE**

EXHIBIT 12
Page 1 of 2

**TO THE CIF SECTION OFFICE. SEE
OFFICE ADDRESSES.**



MARIE M. ISHIDA, EXECUTIVE DIRECTOR

CALIFORNIA INTERSCHOLASTIC FEDERATION

CIF STATE OFFICE • 4658 DUCKHORN DRIVE • SACRAMENTO, CA 95834 • (916) 239-4477 • FAX (916) 239-4478 • CIFSTATE.ORG

2012-2013 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than July 2, 2012.**

Capistrano Unified School District/Governing Board at its _____ meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2012-2013 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL San Juan Hills High School

NAME OF REPRESENTATIVE	<u>Tom Ressler</u>	POSITION	<u>Principal</u>
ADDRESS	<u>29211 Vista Montana</u>	CITY	<u>SJC</u> ZIP <u>92675</u>
PHONE	<u>949-234-5900</u>	FAX	<u>949-488-9727</u> E-MAIL <u>tressler@capousd.org</u>

NAME OF SCHOOL Tesoro High School

NAME OF REPRESENTATIVE	<u>Dr. Dan Burch</u>	POSITION	<u>Principal</u>
ADDRESS	<u>1 Tesoro Creek Road</u>	CITY	<u>Las Flores</u> ZIP <u>92688</u>
PHONE	<u>949-234-5310</u>	FAX	<u>949-766-3370</u> E-MAIL <u>dburch@capousd.org</u>

NAME OF SCHOOL _____

NAME OF REPRESENTATIVE	POSITION
ADDRESS	CITY ZIP
PHONE FAX	E-MAIL

NAME OF SCHOOL _____

NAME OF REPRESENTATIVE	POSITION
ADDRESS	CITY ZIP
PHONE FAX	E-MAIL

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Dr. Joseph Farley Signature _____

Address 33122 Valle Road City SJC Zip 92675

Phone 949-234-9200 Fax 949-496-7681

PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE. SEE REVERSE S N OFFICE ADDRESSES.

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Aliso Niguel High School PTSA	\$30.50	Text A Tip Posters	Aliso Niguel High School
Coca Cola Refreshments	\$637.91	Instructional Supplies	Aliso Niguel High School
Arroyo Vista Science Boosters	\$1,308.00	5th Grade Science Camp	Arroyo Vista Elementary School
Arroyo Vista Science Boosters	\$3,580.00	5th Grade Science Camp	Arroyo Vista Elementary School
Arroyo Vista Science Boosters	\$10,112.00	5th Grade Science Camp	Arroyo Vista Elementary School
Barcelona Hills Elementary PTA	\$824.00	Meet the Masters Art Program	Barcelona Hills Elementary School
Bathgate Elementary School PTA	\$113.85	Instructional Supplies	Bathgate Elementary School
Pacific Life Foundation	\$3,000.00	Instructional Supplies	Bathgate Elementary School
Ralph's Grocery Company/Kroger	\$78.21	Instructional Supplies	Bathgate Elementary School
San Clemente Junior Women's Club	\$350.00	Gift	Bernice Ayer Middle School
Canyon Vista Elementary School PTA	\$1,460.00	1st Grade Field Trip	Canyon Vista Elementary School
Coca Cola Refreshments	\$19.90	Instructional Supplies	Canyon Vista Elementary School
Pacific Life Foundation	\$2,500.00	Benchmark Tests	Canyon Vista Elementary School
Toyota Motor Sales, USA, Inc.	\$100.00	Kinder Assessments	Canyon Vista Elementary School
Pacific Life Foundation	\$5,000.00	iPads for Classrooms	Capistrano Valley High School
Castille Elementary School Booster Club	\$800.00	FSEA Program	Castille Elementary School
David Schlotterbeck		iPad II Donation for Leah Morrill	Castille Elementary School
Chaparral Elementary School PTA	\$2,345.96	Classroom Technology	Chaparral Elementary School
Chaparral Elementary School PTA	\$5,535.00	Instructional Aide	Chaparral Elementary School
Ladera Ranch Education Foundation	\$3,782.20	Technology in the Classroom	Chaparral Elementary School
Ladera Ranch Education Foundation	\$54,000.00	5th Grade Science Camp	Chaparral Elementary School
Clarence Lobo Elementary School Boosters Club	\$18,020.00	Irvine Ranch Field Trip	Clarence Lobo Elementary School
Clarence Lobo Elementary School PTA	\$2,234.00	Study Trip Fees	Clarence Lobo Elementary School
PG&E Corp. Campaign for the Community	\$300.00	Classroom Supplies	Concordia Elementary School
Crown Valley Elementary School PTA	\$897.00	Instructional Supplies	Crown Valley Elementary School
Crown Valley Elementary School PTA	\$2,650.00	Field Trips	Crown Valley Elementary School
ICF Macro International Inc	\$500.00	Instructional Supplies	Dana Hills High School
Society for Science and the Public	\$1,000.00	Classroom Materials	Dana Hills High School
Ralph's Grocery Company/Kroger	\$705.96	Instructional Supplies	Del Obispo Elementary School
Don Juan Avila Middle School PTSA	\$5,000.00	Library Computers	Don Juan Avila Middle School
Pacific Life Foundation	\$3,500.00	Classroom Computers	Don Juan Avila Middle School
George White Elementary School PTA	\$224.00	1st Grade Field Trip	George White Elementary School
George White Elementary School PTA	\$310.00	5th Grade Field Trip	George White Elementary School
Pacific Life Foundation	\$4,000.00	Technology in the Classroom	George White Elementary School
Harold Ambuehl Elementary School PTA	\$237.64	Charter Bus Transportation	Harold Ambuehl Elementary School
San Juan Capistrano Education Foundation	\$520.86	Charter Bus Transportation	Harold Ambuehl Elementary School
Hidden Hills Elementary School PTA	\$1,500.00	5th Grade Activities	Hidden Hills Elementary School
CR&R	\$1,342.60	Instructional Supplies	John Malcom Elementary School
John Malcom Elementary School PTA	\$330.00	2nd Grade Field Trip Bus	John Malcom Elementary School
John Malcom Elementary School PTA	\$500.00	Instructional Supplies	John Malcom Elementary School
Ladera Ranch Elementary School PTA	\$1,507.00	Kindergarten Field Trip	Ladera Ranch Elementary School
Ralph's Grocery Company/Kroger	\$43.16	Instructional Supplies	Ladera Ranch Elementary School
Coca Cola Refreshments	\$141.09	Instructional Supplies	Las Flores Middle School
Las Flores Middle School PTA	\$10,500.00	Classroom Technology	Las Flores Middle School
Las Palmas Elementary School PTA	\$9,218.00	Field Trips	Las Palmas Elementary School
Mrs. Maya Parris	\$100.00	A Cash Donation	Las Palmas Learning Link
Mrs. Sandra Trinidad	\$100.00	A Cash Donation	Las Palmas Learning Link
Marblehead Aloha Foundation	\$366.00	Camp Stipends	Marblehead Elementary School
Marblehead Aloha Foundation	\$9,368.00	Ocean Institute/Outdoor Science Camp	Marblehead Elementary School
Marblehead Elementary School PTA	\$611.00	Noon Time Sports	Marblehead Elementary School
Marblehead Elementary School PTA	\$2,139.00	Meet the Masters Art Program	Marblehead Elementary School
United Way/Western Digital	\$138.46	Instructional Supplies	Marblehead Elementary School
CR&R	\$1,051.20	Instructional Supplies	Marco Forster Middle School
Bergeson Elementary School Foundation	\$14,000.00	Mandarin Bilingual Instr. Asst.	Marian Bergeson Elementary School
Farrell's Restaurant	\$945.25	Instructional Supplies	Moulton Elementary School
Moulton Elementary School PTA	\$2,085.00	1st Grade Field Trip	Moulton Elementary School
Moulton Elementary School PTA	\$13,263.15	Classroom Computers	Moulton Elementary School

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Gwynn Steidle		Cello	Niguel Hills Middle School
Carlson/TGI Friday's	\$107.54	Instructional Supplies	Oso Grande Elementary School
Coca Cola Refreshments	\$39.31	Instructional Supplies	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$9,448.34	Primary Music Teacher Salary	Oso Grande Elementary School
Palisades Elementary School PTA	\$360.00	5th Grade Science Camp Sub Teacher	Palisades Elementary School
Palisades Elementary School PTA	\$981.00	5th Grade Science Camp Stipends	Palisades Elementary School
Palisades Elementary School PTA	\$14,818.56	5th Grade Science Camp	Palisades Elementary School
Philip Reilly Elementary PTA	\$350.00	Instructional Supplies	Philip Reilly Elementary School
Dana Point Earth/Ocean Society	\$3,000.00	5th Grade Field Trip-Catalina	RH Dana ENF School
RH Dana ENF School PTA	\$500.00	Instructional Supplies	RH Dana ENF School
RH Dana ENF School PTA	\$821.50	4th Grade Science Assemblies	RH Dana ENF School
RH Dana ENF School PTA	\$3,000.00	Field Trips Grades 1st, 2nd, 5th	RH Dana ENF School
Dr. Gus Gialamas		Chevy Suburban-Auto Technology Par	San Clemente High School
San Clemente High School PTSA	\$425.00	2012-2013 School Loop	San Clemente High School
San Clemente High School PTSA	\$1,100.00	Instructional Supplies	San Clemente High School
San Clemente High School PTSA	\$3,308.62	Instructional Supplies	San Clemente High School
Watkins Ervin Lewis		Oldsmobile-Auto Technology Partners	San Clemente High School
San Juan Children's Educationa Foundation	\$10,500.00	2012-13 Primary Music Program	San Juan Elementary School
Shorecliffs Middle School Educational Foundation	\$297.76	Library Chairs	Shorecliffs Middle School
Shorecliffs Middle School Educational Foundation	\$6,675.63	Classroom Wireless Access Ports	Shorecliffs Middle School
Shorecliffs Middle School PTA	\$800.00	Library Chairs	Shorecliffs Middle School
Pacific Life Foundation	\$4,500.00	Teacher Computers	Tesoro High School
Pete's Tire Service		Tractor/Truck Tires for Phys Ed	Tesoro High School
Tesoro High School PTSA	\$250.00	Grant for projector ceiling mounts	Tesoro High School
Tesoro High School PTSA	\$297.00	Instructional Supplies	Tesoro High School
Tesoro High School PTSA	\$9,179.00	Library Materials	Tesoro High School
Forster Ranch Education Foundation	\$15,000.00	Laptops for teachers	Truman Benedict Elementary School
Viejo Elementary School PTA	\$1,310.00	Meet the Masters Art Program	Viejo Elementary School
San Clemente Junior Women's Club	\$350.00	Gift	Vista del Mar Middle School
Barry Mozian	\$185.00	5th Grade Science Camp	Wagon Wheel Elementary School
Jeni Jacobson	\$185.00	5th Grade Science Camp	Wagon Wheel Elementary School
Jeric Saez	\$405.00	5th Grade Science Camp	Wagon Wheel Elementary School
Pacific Life Foundation	\$2,500.00	Classroom Technology	Wagon Wheel Elementary School
Wagon Wheel Elementary School PTA	\$1,041.05	Instructional Supplies	Wagon Wheel Elementary School
Coca Cola Refreshments	\$12.50	Instructional Supplies	Wood Canyon Elementary School
Wood Canyon Elementary School PTA	\$56.03	Art Supplies	Wood Canyon Elementary School
Wood Canyon Elementary School PTA	\$72.15	School Supplies	Wood Canyon Elementary School



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

Monday, May 14, 2012

Ms. Susan Holliday
Capistrano Unified School District
33122 Valle Rd
San Juan Capistrano, CA 92675

Re: Key Government Finance, Inc.
Property Schedule No. 3

Dear Ms. Holliday:

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

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

Only the person with Signing Authority should execute the documents. For verification of original documents, please execute in blue ink. Upon closing, Key Government Finance will return a fully executed original set for your files. ***Please Note: All fully executed documents must be returned no later than Wednesday, May 30, 2012; otherwise, the transaction is subject to re-pricing.***

Executed documents required for funding are:

1. Property Schedule No. 3
2. Property Description and Payment Schedule (Exhibit 1)
3. Lessee's Counsel's Opinion (Exhibit 2)
4. Lessee's Certificate (Exhibit 3)
5. Payment of Proceeds Instructions (Exhibit 4)
6. Acceptance Certificate (Exhibit 5)
7. Bank Qualification Certificate (Exhibit 6)
8. Certificate of Insurance and Proof of Abatement Insurance – ***Both are required prior to funding.***
9. Notification of Tax Treatment with Tax Exemption Certificate or Letter – ***Required for annual state tax audits.***
10. Invoicing Instructions – ***Required in order to ensure that invoices are directed to the proper area in your organization.***
11. Escrow Agreement
12. 1st Payment – required prior to funding.

An IRS Form 8038-G will be required for this transaction. Please consult with your Legal/Bond Counsel for instruction to complete this form. The original form will be required for funding, which we will submit to the IRS on your behalf. Or, you may submit the original completed form to the IRS directly. KGF will require a copy of the completed form and proof of filing prior to funding.

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

Sincerely,
Janice Thoman, Account Manager

EXHIBIT 14

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DOCUMENTATION CHECKLIST

- ☐ **Property Schedule 3***
- ☐ **Property Description and Payment Schedule** -Exhibit 1
- ☐ **Lessee's Counsel's Opinion** - Exhibit 2. Exhibit 2 is the standard legal opinion used by Key Government Finance, Inc.. This opinion will need to be processed by your attorney on their letterhead. Your attorney will want to review the Lease/Purchase Agreement.
- ☐ **Lessee's Certificate** - Exhibit 3. Please fill in the date of the meeting of the governing body, referenced in section 1. We would also like a copy of those minutes or board resolutions for our files.
- ☐ **Payment of Proceeds Instructions** - Exhibit 4. This is the Vendor payment information.
- ☐ **Acceptance Certificate** - Exhibit 5. *The date of Acceptance will need to be filled in* with the date the equipment is installed and accepted.
- ☐ **Bank Qualification Certificate** -Exhibit 6 – One of the two boxes MUST be checked.
- ☐ **Request for Certificate of Insurance & Proof of Abatement Insurance** – Please fill out the form and fax it to your insurance company. (Both are required prior to funding.)
- ☐ **Notification of Tax Treatment** - Please provide your State of Sales/Use Tax Exemption Certificate
- ☐ **Invoicing Instructions** – The information you provide enables us to invoice you correctly.
- ☐ **IRS Form 8038-G** – Blank form provided for your use. Please consult with your Legal/Bond Counsel for instruction to complete this form.
- ☐ **Escrow Agreement**
Please keep copies of Exhibit A (Form of Requisition of Costs of Property) and Schedule 1 (Disbursement Schedule). When you are ready to disburse funds from Escrow, you will need to sign and fill in both Exhibit A and Schedule 1. Along with those 2 forms, we will need copies of invoices. Exhibit 5 (Acceptance Certificate) will need to be filled out when the project is complete and it is your final payment request.
- ☐ **Invoice for 1st Payment – Required for Funding.** – **First payment is due May 23, 2012.**

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

Property Schedule No. 3

Master Tax-Exempt Lease/Purchase Agreement –California

This **Property Schedule No. 3** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of 5/23/2012, between Key Government Finance, Inc. and Capistrano Unified School District.

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is 5/23/2012.
3. Property Description. The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Rental Payment Schedule for this Property Schedule is set forth in Exhibit 1.
4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
6. Proceeds. Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 4.
7. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5.
8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Rental Payments payable under this Property Schedule shall be subject to prepayment as follows: See termination amount in Exhibit 1 (Payment Schedule), subject to per diem adjustment.
9. Bank Qualification Certificate. Attached as Exhibit 6.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

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

Lessee: Capistrano Unified School District
By:
Name: Clark Hampton
Title: Deputy Superintendent, Business & Support Services

Attest By:
Name: Joseph M. Farley
Title: Superintendent

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 3** to Master Tax-Exempt Lease/Purchase Agreement between Key Government Finance, Inc. and Capistrano Unified School District.

The Property is as follows: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto.

EQUIPMENT LOCATION: 32972 Calle Perfecto, San Juan Capistrano, CA 92675

USE: Networking - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Rental Payment Schedule

If the Due Dates are not defined in this Rental Payment Schedule, they shall be defined as the first day of each annual period of this Rental Payment Schedule commencing with the Acceptance Date.

Total Principal Amount **\$917,765.20**

The financing table below is net of the special financing promotion payment from Cisco Systems, Inc. in the amount of \$3,421.74. This payment will be made by Cisco to Lessor.

Payment No.	Due Date	Rental Payment	Payment Made by Cisco	Principal	Interest	Termination
1	23-May-2012	193,178.48	3,421.74	196,600.22	0.00	742,799.93
2	23-May-2013	193,178.48		172,841.63	20,336.85	564,773.06
3	23-May-2014	193,178.48		177,715.76	15,462.72	381,725.83
4	23-May-2015	193,178.48		182,727.34	10,451.14	193,516.66
5	23-May-2016	193,178.48		187,880.25	5,298.23	0.00

Lessee: Capistrano Unified School District

By:

Name: Clark Hampton

Title: Deputy Superintendent, Business & Support Services

Equipment as described in the following:

EMC Sales Proposal: VNX 5500, VNX 5300, Data Domain 670

Dell Quote #RXT12050801-R01 dated May 8, 2012

Dell Price Summary

\$200,000.00 of Telepresence to be further defined upon first escrow draw.



Sales Proposal : VNX 5500, VNX 5300, Data Domain 670

The following information outlines EMC and FusionStorms's proposal to refresh the current CX3-20.

Summary of Capistrano Unified School District Solution:

Hardware & Software Solution:	\$465,356.00
Professional Services	\$22,500.00
Trade in value for CX3-20	(\$15,000.00)
Training Costs	(\$11,000.00)
Capo USD Extended Price:	\$ 439,000.00

Sincerely,

Iliana Hernández Ortiz
FusionStorm Account Executive
Cell: 408.761.5838

Mike Mancini
EMC Account Manager
Cell: 781-858-6512





Dell Customer Confidential

Quotation

Quote Number: RXT12050801-R01
Quote Expires: May 31, 2012

Roselyn Torres
Inside Sales Representative
850 Asbury Drive
Buffalo Grove, IL 60089
P: (224) 543-5389
F: (866) 549-8210
Roselyn_Torres@DELL.com

Customer: CAPISTRANO USD
Contact: Gabe Salinas
Customer #: 226842
Phone:
Fax:
E-mail: GHSALINAS@capousd.org
Date of Issue: May 08, 2012

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Product Description	Part #	Mfg #	Quantity	Unit Price	Ext. Price
ACAD VSPHERE 5 ENT 1 PROC64GB VRAM ENTITLE PROC		VS5-ENT-A	6	\$1,498.79	\$8,992.74
ACAD BAS SUP/SUB VSPHERE 5 ENT 1 PROC 1YR		VS5-ENT-G-SSS-A	6	\$353.84	\$2,123.04

Notes:

Electronic download, order as quoted is non-taxable.

Product Sub Total	\$11,115.78
Grand Total	\$11,115.78 USD

Quote Prepared By: Roselyn Torres

- 1) Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com, unless Customer has a separate purchase agreement with Dell.
- 2) Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file.
- 3) If you have a question re: your tax status, please contact your Dell | ASAP Software inside sales representative listed above. Shipments to California: for certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee.

- 4) All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.
- 5) All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.
- 6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.

Price Summary

Description:	Qty:	Unit Price:	Price:
LoadMaster 2600 Advanced Multi-Port Application Delivery Controller	2	\$6,719.99	\$13,439.98
UPG 1YR GOLD SUPPORT TO PLATINUM SUPPORT LM2500 SINGLE	2	\$461.75	\$923.50
2YR PLATINUM SUPPORT EXTENSION LM2500 SINGLE CURRENT PLAT REQ	4	\$2,768.63	\$11,074.52
Blade Server Enclosure, No Blades, M1000E, PowerEdge	1	\$7,227.14	\$7,227.14
PowerEdge M620 Blade Server	4	\$8,371.35	\$33,485.40
PowerEdge M620 Blade Server	3	\$7,797.01	\$23,391.03
PowerConnect, 48 GbE Ports, Managed Switch, 10GbE and Stacking Capable, Redundant	4	\$4,843.80	\$19,375.20
Brocade M5424 FC8 Switch + AG, 24 ports with 4 8Gb SFPs, Redundant Configuration	2	\$6,327.85	\$12,655.70
Proffesional Services for Exchange ref SOW # CAPOUSD3295108-Exchange phase1 - SOW V3 050912	1	\$69,250.00	\$69,250.00
Exchange Cals 4500 @\$ 7.84			\$35,280.00
subtotal			\$226,102.47
Freight			\$0.00
Tax CA (\$25,438.00)			\$1,971.44
Tax CA (\$96,134.47)			\$4,153.01
Total			<u>\$232,226.22</u>

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.



Lessee's Counsel's Opinion

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

[Address to Lessor and Lessee]

RE: Property Schedule No. 3 to Master Tax-Exempt Lease/Purchase Agreement between Key Government Finance, Inc. and Capistrano Unified School District.

Ladies and Gentlemen:

We have acted as special counsel to Capistrano Unified School District ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of 6/13/2011 (the "Master Agreement"), between Capistrano Unified School District, as lessee, and Key Government Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 3 (the "Property Schedule") pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

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

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.
3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.
6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.
7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the

Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

9. The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder, and the portion of payments identified as the interest component of the rents (as set forth in the payment schedule attached to the Property Schedule) will not be includable in Federal gross income of the recipient under the statutes, regulations, court decisions and rulings existing on the date hereof and consequently will be exempt from Federal income taxes.

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

Very truly yours,

By: _____

DO NOT SIGN THIS FORM – MUST BE ON LETTERHEAD OF LESSEE’S COUNSEL

Dated: _____

EXHIBIT 3

Lessee's Certificate

Re: **Property Schedule No. 3** to Master Tax-Exempt Lease/Purchase Agreement between Key Government Finance, Inc. and Capistrano Unified School District.

The undersigned, being the duly elected, qualified and acting _____ of the Capistrano Unified School District ("Lessee") do hereby certify, as of 5/23/2012, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee held May 3, 2012 by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the following named representative of Lessee, to wit:

NAME OF EXECUTING OFFICIAL (Official who signed the documents.)	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
Clark Hampton	Deputy Superintendent, Business & Support Services	
And/ Or		

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

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

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

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

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

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

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

EXHIBIT 4

Payment of Proceeds Instructions

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

Re: Property Schedule No. 3 (the "Property Schedule") to Master Tax-Exempt Lease/Purchase Agreement between Key Government Finance, Inc. ("Lessor") and Capistrano Unified School District ("Lessee").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: Key Bank N.A. Escrow Account

By check _____ By wire transfer X

Capistrano Unified School District

By: _____

Name: Clark Hampton

Title: Deputy Superintendent, Business & Support Services

Acceptance Certificate

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

Re: **Property Schedule No. 3** to Master Tax-Exempt Lease/Purchase Agreement between Key Government Finance, Inc. and Capistrano Unified School District

Ladies and Gentlemen:

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

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

Date: _____

Capistrano Unified School District
as Lessee

By: _____

Name: Clark Hampton

Title: Deputy Superintendent, Business & Support Services

Bank Qualification Certificate

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

Re: **Property Schedule No. 3** to Master Tax-Exempt Lease/Purchase Agreement between Key Government Finance, Inc. and Capistrano Unified School District

Bank Qualified Tax-Exempt Obligation

☐ (Check box for Bank Qualified designation)

Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.00.

Non-Bank Qualified Tax-Exempt Obligation

☒ (Check box for Non-Bank Qualified designation)

Lessee reasonably anticipates issuing more than \$10,000,000.00 in tax-exempt obligations in the calendar year of the Commencement Date as defined in the Property Schedule.

****Note: ONE of the boxes above MUST be checked.**

Lessee: Capistrano Unified School District
By:
Name: Clark Hampton
Title: Deputy Superintendent, Business & Support Services

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

Request for Certificate of Insurance

TO:

Insurance Carrier: (Name) ASCIP
(Address) 16650 Bloomfield Ave.
(Address) Cerritos, CA 90703
(Contact Name) Paula Chu Tanguary
(Contact Phone) _____
(Contact Fax) _____

FROM:

Customer/Lessee: Capistrano Unified School District
33122 Valle Rd
San Juan Capistrano, CA 92675
Contact Name: Susan Holliday
Contact Phone: (949) 234-5500

Capistrano Unified School District is in the process of financing networking equipment with Key Government Finance, Inc..

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

NOTE: Coverage is to include:

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

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

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

EVIDENCE OF COVERAGE

Capistrano Unified School District

MEMORANDUM NUMBER: 101

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

CERTIFICATE HOLDER INFORMATION

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

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

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

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

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

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

Authorized Representative: _____

Date Issued: 7-20-10

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

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



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

Additional Covered Party Endorsement

District: Capistrano Unified School District

Endorsement No.
101-10/11-02A

Additional Covered Party:

Description of Operations, Vehicle, or Property:

Key Government Finance, Inc., their successors and assigns

As respects to lease agreement

Coverage Period:

Effective: 7-20-10

Expires 12:01 a.m.: 7-1-12

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

Authorized Representative: _____

Date Issued: 7-20-10

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

Rev 5/97



Alliance of Schools for Cooperative Insurance Programs

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

Notification of Tax Treatment

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

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

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

- ☒ I agree that my lease is subject to sales/use tax.
- ☐ I am exempt from sales/use tax and I have attached a completed exemption certificate to Key Government Finance, Inc.
- ☐ I have previously provided a completed exemption certificate to Key Government Finance, Inc. which is valid for this transaction.
- ☐ I am exempt from state tax but subject to local tax. I have attached a completed exemption certificate.
- ☐ I have a valid abatement or property tax exemption (documentation attached).

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

Additional comments:

Lessee: Capistrano Unified School District
By:
Name: Clark Hampton
Title: Deputy Superintendent, Business & Support Services

LESSEE INVOICE INSTRUCTIONS

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

Capistrano Unified School District

BILL TO ADDRESS:

33122 Valle Road
San Juan Capistrano, CA 92675

BILLING CONTACT: Capistrano Unified School District

First, M.I. and Last Name:

Title:

Phone Number: (949) 234-9330

Fax Number: (949) 493-3728

PURCHASE ORDER NUMBER:

Invoices require purchase order numbers: YES ☒ NO ☐

Purchase Order Number:

FEDERAL TAX ID NUMBER: 95-2321055

EQUIPMENT LOCATION (If different from Billing Address):

ADDITIONAL INFORMATION NEEDED ON INVOICE:

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ☐

1 Issuer's name Capistrano Unified School District		2 Issuer's employer identification number (EIN) 95 2321055
3 Number and street (or P.O. box if mail is not delivered to street address) 33122 Valle Road	Room/suite	4 Report number (For IRS Use Only) 3
5 City, town, or post office, state, and ZIP code San Juan Capistrano, CA 92675		6 Date of issue 12/7/2010
7 Name of issue Tax-Exempt California Abatement Lease/Purchase Agreement		8 CUSIP number
9 Name and title of officer of the issuer or other person whom the IRS may call for more information Clark Hampton, Deputy Superintendent, Business Services		10 Telephone number of officer or other person (949) 234-3511

Part II Type of Issue (enter the issue price) See instructions and attach schedule

11 Education	11	917,765	20
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>			
If obligations are BANs, check only box 19b <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	May, 23 2016	\$ 917,765.20	\$ 917,765.20	5 years	2.62 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)

31 Enter the remaining weighted average maturity of the bonds to be currently refunded . . . ►	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded . . . ►	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) . . . ►	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions. Cat. No. 63773S Form **8038-G** (Rev. 5-2010)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . **36a**
- b** Enter the final maturity date of the GIC ▶ _____
- 37** Pooled financings: **a** Proceeds of this issue that are to be used to make loans to other governmental units . . . **37a**
- b** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the name of the issuer ▶ _____ and the date of the issue ▶ _____
- 38** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . ▶ ☒
- 39** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . ▶ ☐
- 40** If the issuer has identified a hedge, check box . . . ▶ ☐

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ **Clark Hampton, Deputy Sup**
Signature of issuer's authorized representative Date Type or print name and title

Paid Preparer's Use Only

Preparer's signature ▶ _____	Date _____	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN _____
Firm's name (or yours if self-employed), address, and ZIP code ▶ _____		EIN _____	Phone no. () _____

Form **8038-G** (Rev. 5-2010)

Escrow Disbursement Instructions for Tax-Exempt financing

In reference to your equipment financing, we will be depositing the financing proceeds directly into an escrow account. This account will provide you with the ability to disburse funds incrementally (either directly to vendors or to reimburse yourself) based on equipment invoices (any \$ size and frequency). You will control the disbursement of funds by completing the attached documents.

Escrow Disbursements – The following are the steps that you will need to take when making disbursements of proceeds from your escrow account:

1. Complete and sign **Exhibit A** "FORM OF REQUISITION OF COSTS OF PROPERTY". This needs to be on your letterhead.
 2. Complete and sign – **Schedule 1** "DISBURSEMENT SCHEDULE" complete with payment information.
 3. Attach – Invoice(s) from the Vendor(s).
 4. Mail a completed and signed copy of the **Exhibit A, Schedule 1 and the Vendor invoices** to my attention at the address listed below.
- **Note: If the disbursement from the escrow is for the reimbursement of funds already expended, you must attach proof of payment (front and back of cancelled checks).**

****PLEASE NOTE THAT WE MUST RECEIVE THE ORIGINAL DOCUMENTS****

Once you are ready to do the final disbursement out of the Escrow account:

- Final Disbursement – Include the signed and dated original of the **Exhibit 5** "ACCEPTANCE CERTIFICATE" (this document was part of your original document package), along with the Exhibit A "FORM OF REQUISITION OF COSTS OF PROPERTY" and the rest of the attachments needed. Additionally, please include a letter stating that this is the final disbursement and that you wish to close the Escrow account.
- If there is any money remaining in the Escrow account, after the final disbursement to the Vendor(s), the balance will be applied to your next payment.

If you have any questions regarding this information, please give me a call.

Thank you.

Janice Thoman
Key Government Finance
1000 S. McCaslin Blvd.
Superior CO 80027
720-304-1636
866-840-3016 Fax

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of 5/23/2012 and entered into among Key Government Finance, Inc. ("Lessor"), Capistrano Unified School District ("Lessee") and KeyBank National Association (the "Escrow Agent").

RECITALS:

A. Lessor and Lessee are parties to a Master Tax-Exempt Lease/Purchase Agreement, dated as of 6/13/2011 and Schedule No. 3 thereunder, dated as of 5/23/2012 (the "Lease") whereunder Lessee is acquiring from Lessor certain personal property more particularly described therein (the "Property").

B. Lessor and Lessee intend to cause or have caused certain funds to be deposited with Escrow Agent to pay for costs of the Property, and Escrow Agent has agreed to disburse said funds in accordance with the terms and conditions of this Escrow Agreement.

C. Each of the parties has authority to enter into this Escrow Agreement and has taken all actions necessary to authorize the execution of this Escrow Agreement by the officers whose signatures are affixed hereto.

NOW, THEREFORE, the parties agree as follows:

1. Appointment of Escrow Agent. Lessor, Lessee and Escrow Agent agree that Escrow Agent shall act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent, in its capacity as escrow agent hereunder, shall not be deemed to be a party to the Lease, and this Escrow Agreement shall be deemed to constitute the entire agreement regarding the Acquisition Fund (as hereinafter defined) among Lessor, Lessee and Escrow Agent.

2. Acquisition Fund. There is hereby established in the custody of Escrow Agent a special trust fund designated as the "Capistrano Unified School District Acquisition Fund" (the "Acquisition Fund") to be held and administered by Escrow Agent in trust for Lessee in accordance with this Escrow Agreement, subject to Lessor's rights under Section 3 hereof. It is anticipated that the funds in the Acquisition Fund and earnings thereon shall be sufficient to pay the cost of acquisition of the Property. In the event such sums are insufficient, Lessee shall be responsible for the timely payment of any deficiency.

The moneys and investments held by Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of Lessee (other than Lessor) or Lessor. Lessor, Lessee and Escrow Agent intend that the Acquisition Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein and in the Lease for the disbursement of funds by Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in such account, and such security interest is hereby granted to Lessor by Lessee, to secure payment of all sums due to Lessor under the Lease. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to such accounts, Lessor's interest therein.

2.A. Deposit in Acquisition Fund. There shall be deposited in the Acquisition Fund the sum of **\$917,765.20**. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Acquisition Fund, and such income and interest shall become part of the Acquisition Fund and may be expended as provided herein.

2.B. Disbursements from Acquisition Fund. Escrow Agent shall make payments from the Acquisition Fund to pay costs of the Property upon receipt of requisitions from Lessee, signed by an authorized individual substantially in the form attached hereto as Exhibit A, which is incorporated by reference herein. In the event Escrow Agent is directed or requested by Lessee to hold or deposit any retained funds or to accept a retainage bond (in lieu of funds) as may be required by law or the terms of the acquisition contract to which Lessee is a party, Escrow Agent shall act in accordance with Lessee's instructions, and such retained funds (or performance bond) and any interest thereon shall be paid as provided in instructions to Escrow Agent from Lessee. The final requisition shall include the final acceptance certificate required in the Lease, which shall be executed by the Lessee and delivered to the Escrow Agent. Where requisitions involve titled motor vehicles, the requisition shall also include:

- (i) Manufacturer's Certificate of Origin.
- (ii) Motor vehicle paperwork appropriate to state of registration, noting Key Government Finance, Inc. as **lien holder**.
- (iii) Insurance certificate naming Key Government Finance, Inc., its successors and assigns as sole loss payee and additional insured for the specified equipment.

3. Termination of Escrow.

(a) Acquisition of Property. Upon the final acceptance of the Property by Lessee, as evidenced by execution by Lessee of a final acceptance certification pursuant to the Lease and delivered to Escrow Agent, and the payment of all costs related thereto (i) any retainage shall be disbursed as directed by Lessee, and (ii) any amounts remaining in the Acquisition Fund (including the earnings from investments thereof) shall be transferred to Lessee and be applied toward reimbursement of Lessee for funds advanced for the Property. To the extent that additional moneys in excess of those needed to reimburse Lessee for the acquisition of the Property exist in the Acquisition Fund, such amounts shall be paid to Lessor and applied first to the next payment due on the Lease and then applied to prepayment of the principal component of installment payments and Lessor shall recalculate the lease payment schedule for the remaining term such that the remaining lease payments shall be level. Upon disbursement of all sums in the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement.

(b) Eighteen Months. This Escrow Agreement shall terminate eighteen (18) months from the date of this Escrow Agreement. It may, however, be extended by mutual consent of the Lessee and Lessor in writing to the Escrow Agent either in advance of the termination or retroactively. Any money remaining in the Acquisition Fund at the time of termination under this subsection (b) shall be transferred to Lessor and shall be applied first to the next payment due under the Lease, and then, if there are amounts remaining, applied to the prepayment of the Lease being applied to principal and Lessor shall recalculate the lease payment schedule for the remaining term such that the remaining lease payments shall be level. Lessee shall be deemed to have accepted all Property paid for from the Acquisition Fund at the time of termination under this subsection (b). Upon disbursement of all sums in the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement.

(c) Event of Default. Upon receipt of written notice from Lessor of an event of default by Lessee under the Lease, Escrow Agent shall disburse the funds in the Acquisition Fund to Lessor for application in accordance with the Lease. Upon such payments from the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement.

4. Investment of Acquisition Fund; Arbitrage Rebate.

(a) Investment of Acquisition Fund. Monies held by Escrow Agent hereunder shall be invested and reinvested by Escrow Agent upon written instructions from Lessee in an investment which is a permitted investment for Lessee under the laws of the state in which Lessee is organized. Escrow Agent shall have no responsibility for advising Lessee or Lessor as to the permissibility of any investment of monies in the Acquisition Fund. If Escrow Agent does not receive a written direction from Lessee as to the investment or reinvestment of monies in the Acquisition Fund, Escrow Agent may hold such monies uninvested until such direction is received. Escrow Agent shall have no responsibility for any losses suffered from any investment of monies on deposit in the Acquisition Fund authorized by Lessee.

(b) Arbitrage Rebate. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Lease will be expended for the governmental purposes for which the Lease was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Acquisition Account under Section 2.A., hereof, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Lease and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or installment payment due under the Lease.

5. Amendment and Modification. This Escrow Agreement may not be amended, modified, altered, supplemented or waived except by a written instrument executed by Lessor, Lessee and Escrow Agent.

6. Regarding the Escrow Agent.

(a) Duties of Escrow Agent. Escrow Agent undertakes to perform only such duties as are specifically set forth in this Escrow Agreement. Escrow Agent shall be under no implied obligation or subject to any implied liability hereunder. Escrow Agent shall incur no liability whatsoever except for its gross negligence or willful misconduct so long as it is acting in good faith. Escrow Agent shall not be required to take notice of any of the provisions of the Lease or any document or instrument executed in connection therewith, except as expressly set forth in this Escrow Agreement. The permissive right of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as a duty.

(b) Escrow Agent Reliance. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

(c) Counsel and Fees; Reliance upon Counsel. If Escrow Agent believes it to be reasonably necessary to consult with counsel concerning any of its duties in connection herewith, or in case the Escrow Agent becomes involved in litigation on account of acting hereunder, then, in either case, its cost, expenses and reasonable attorneys fees shall be paid by Lessee. Escrow Agent's right to receive its attorneys' fees and expenses shall survive the termination of this Escrow Agreement. If Escrow Agent consults with counsel, Escrow Agent may act, in good faith, in reliance upon the advice of counsel concerning its duties in connection herewith or in acting hereunder.

(d) No Obligation to Take Legal Action. Escrow Agent shall not be under any obligation to take any legal action in connection with this Escrow Agreement or for its enforcement, or to appear, prosecute or defend any action or legal proceeding which, in its opinion, would or might involve it in any costs, expense, loss or liability, or to otherwise expend or risk its own funds or incur any financial liability in the performance of this Escrow Agreement, unless and as often required by it, it shall be furnished with security and indemnity satisfactory against all such costs, expenses, losses or liabilities. If any controversy arises between the parties hereto or with any third person, the Escrow Agent shall not be required to resolve the same or to take any action to do so (other than to use its best efforts to give notice of such controversy to Lessor and Lessee) but may, at its discretion, institute such interpleader or other proceedings as it deems proper.

(e) Quarterly Statement. Escrow Agent shall issue a quarterly accounting statement showing receipts to and disbursements from the Acquisition Fund. Such statement shall be mailed to Lessor and Lessee.

(f) Resignation and Termination. Escrow Agent may, upon providing thirty days written notice, resign its position as Escrow Agent and terminate its liabilities and obligations hereunder. In the event Escrow Agent is not notified within thirty days of a successor Escrow Agent, Escrow Agent shall be entitled to transfer all funds to a court of competent jurisdiction with a request to have a successor appointed, at the expense of Lessee. Upon filing such action and delivering such assets, Escrow Agent's obligations and responsibilities shall cease. Lessor and Lessee may jointly terminate Escrow Agent and appoint a successor Escrow Agent by providing 15 days written notice to Escrow Agent.

7. Indemnification. To the extent permitted by law, Lessee hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by or asserted against, Escrow Agent at any time (whether or not also indemnified against the same by Lessee or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Escrow Agreement, the establishment hereunder of the Acquisition Fund, the acceptance of the funds and securities deposited therein, the purchase of any securities to be purchased pursuant thereto, the retention of such securities or the proceeds thereof, and any payment, transfer or other application of moneys or securities by Escrow Agent in accordance with the provisions of this Escrow Agreement; provided, however, that Lessee shall not be required to indemnify, protect, save or keep harmless Escrow Agent against Escrow Agent's own gross negligence or willful misconduct or gross negligence or willful misconduct of Escrow Agent's respective successors, assigns, agents and employees or the material breach by Escrow Agent of the terms of this Escrow Agreement. The indemnities contained in this Section shall survive the termination of this Escrow Agreement.

8. Notices. Any notices permitted or required under this Escrow Agreement shall be made in writing and shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, certified or registered, postage fully prepaid, return receipt requested, addressed to the addresses set forth on the signature page of this Escrow Agreement. The party to whom notices or copies of notices are to be sent shall have the right at any time and from time to time to change its address for notice or person to receive notice by giving notice in the manner specified in this paragraph.

9. Escrow Agent's Fee. Escrow Agent shall be paid no fee for setting up the escrow. In the event that Escrow Agent is made a party to litigation with respect to the Acquisition Fund, or brings an action in interpleader, or Escrow Agent is required to render any service not provided for in this Escrow Agreement, or there is any assignment of interests in this escrow or any modification hereof, Escrow Agent shall be entitled to reasonable compensation for such extraordinary services and reimbursement by Lessee for all fees, costs, liability and expenses, including attorney fees. Lessee also agrees to pay any investment fees or other charges of Escrow Agent, such as wire transfer charges and disbursement charges and agrees such fees and charges may be deducted by and paid to the Escrow Agent from funds in or to be deposited in the Acquisition investment earnings to be deposited in the Acquisition Fund.

10. Counterparts. This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Escrow Agreement is to be executed by the parties hereto in sufficient numbers so that an Escrow Agreement bearing each party's original signature can be held by the Escrow Agent.

11. Waiver. Any waiver by any party of any breach of any term or condition of this Escrow Agreement shall not operate as a waiver of any other breach of such term or condition or any other term or condition, nor shall any failure to enforce such provision hereof operate as a waiver of such provision or of any other provision hereof, nor constitute nor be deemed a waiver or release of any other party for anything arising out of, connected with, or based on this Escrow Agreement.

12. Exhibits. All exhibits, schedules and lists attached to this Escrow Agreement or delivered pursuant to this Escrow Agreement shall be deemed a part of this Escrow Agreement and incorporated herein, where applicable, as if fully set forth herein.

13. Applicable Law. This Escrow Agreement shall be governed by the laws of the state in which Lessee is located.

14. Successors and Assigns. This Escrow Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Any corporation or association into which the Escrow Agent may merge, or to which Escrow Agent may sell or transfer its banking business, shall automatically be and become successor Escrow Agent hereunder and vested with all powers as was its predecessor without the execution or filing of any instruments or further act, deed or conveyance on the part of the parties hereto.

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

IN WITNESS WHEREOF, Lessor, Lessee and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives, all as of the date first above written.

Key Government Finance, Inc.

Capistrano Unified School District

By _____
Authorized Officer

By _____
Authorized Officer

Title _____

Title: Deputy Superintendent, Business & Support Services

Address: 1000 S McCaslin Blvd
Superior, CO 80027

Address: 33122 Valle Rd
San Juan Capistrano, CA 92675

KEYBANK NATIONAL ASSOCIATION

By _____
Authorized Officer
Address: 127 Public Square
Cleveland OH 44114

[Please type on your letterhead]

EXHIBIT A
FORM OF REQUISITION
COSTS OF PROPERTY

C/O Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027
Attn: Janice Thoman
720-304-1636

On Behalf of:
KeyBank National Association
127 Public Square
Cleveland OH 44114

Amount Requested: \$ 917,765.20

Total Disbursements to Date: \$ 0

Requisition No.: _____

1. The undersigned, an officer or official of Lessee, hereby requests and authorizes KeyBank National Association, as Escrow Agent under the Escrow Agreement dated as of 5/23/2012 among Capistrano Unified School District (the "Lessee"), Key Government Finance, Inc. (the "Lessor") and Escrow Agent, to pay to or upon the order of the Lessee the amount specified above for the payment or reimbursement of costs of Property described in Schedule 1 attached.

2. The Lessee hereby certifies that:
(a) each obligation mentioned in Schedule 1 has been properly incurred, is a proper charge against the Acquisition Fund and has not been the basis of any previous disbursement;
(b) no part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Property or for services not yet performed in connection therewith;
(c) insurance requirements of the Lease have been complied with and such coverage is in force;
(d) as of the date of this Requisition no event of default, as such term is defined in the Lease between Lessor and Lessee has occurred and is continuing and no event which with notice or lapse of time, or both, has occurred and is continuing which would constitute such event of default; and
(e) the Property acquired with this disbursement is functionally complete and operationally independent and is hereby accepted. If this is the final requisition, the final acceptance certification required in the Lease is attached hereto.

3. All capitalized terms herein shall have the meanings assigned to them in the Escrow Agreement

4. The list of equipment, set forth in the equipment/property description to the Lease, shall be deemed amended upon payment of this requisition to include the property set forth in Schedule 1 hereto and any property paid with funds of this requisition.

Capistrano Unified School District

By: _____

Name: Clark Hampton

Title: Deputy Superintendent, Business & Support Services

Date: _____

Approved by Lessor, or in the event Lessor's right, title and interest in the Lease has been assigned, by the current assignee of Lessor's right, title and interest in the Lease Agreement:

Key Government Finance, Inc.

By: _____

Name: _____

Title: _____

Date: _____

[Lessee to attach final acceptance certification if final disbursement request.]

SCHEDULE 1
DISBURSEMENT SCHEDULE

To Requisition No. _____ for the Acquisition Fund:

1. Amount: \$ _____

Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows: _____

Pay to:

Bank Name:
Bank Address:
Bank City, State, Zip:
Bank Phone:
For Account of:
Account No.:
ABA No.:

2. Amount: \$ _____

Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows: _____

Pay to:

Bank Name:
Bank Address:
Bank City, State, Zip:
Bank Phone:
For Account of:
Account No.:
ABA No.:

Capistrano Unified School District

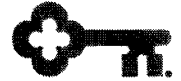
By: _____

Name: Clark Hampton

Title: Deputy Superintendent, Business & Support Services

Date: _____

INVOICE



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

Bill to: Capistrano Unified School District Isella Montelongo 33122 Valle Road San Juan Capistrano, CA 92675	Invoice No.	Capistrano-03
	Invoice Date:	5/14/12
	Lease No.	TBD
	Purchase Order No.	
	Contract No.	
	CSA No.	
	ACT No.	
	Reference:	

Qty	Item	Description	Total
1	Lease Payment	Payment due with executed documents	\$193,178.48
		Tax	
		Balance Due	\$193,178.48

Please remit funds to:
Key Government Finance, Inc.
Attn: Janice Thoman
1000 S. McCaslin Blvd.
Superior, CO 80027

Contact Phone: 720-304-1636

REMITTANCE INFORMATION

Date:	
Amount Due:	
Amount Enclosed:	

Please remember to:

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

Comments:

EXTENSION OF AGREEMENT NO. I0910045

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SANTA MARGARITA CATHOLIC HIGH SCHOOL

The School Bus Service Agreement No. I0910045 called for an original contract period of June 8, 2009 through June 7, 2010.

The agreement with Santa Margarita Catholic High School, shall be extended an additional 12 months, for the period June 8, 2012 through June 7, 2013, at the prices shown in the Agreement, and Board approved on May 23, 2012.

Except as set forth in this Extension Agreement, and Board approved on June 8, 2009, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Santa Margarita Catholic High School

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

EXTENSION OF AGREEMENT NO. I0910045

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SANTA MARGARITA CATHOLIC HIGH SCHOOL

SCHOOL BUS SERVICE AGREEMENT

This School Bus Service Agreement called for an original 12-month contract covering the period June 8, 2009 through June 7, 2010, with two (2) one-year options to renew upon mutual written agreement of the Parties.

The contract with Santa Margarita Catholic High School shall be extended, covering the period June 8, 2011 through June 7, 2012. The hourly labor rate for vehicle maintenance shall be changed from \$105 an hour to \$90 an hour in article 1.2, article 1.3, article 1.4 and article 1.5

Except as set forth in this Extension Agreement, and Board approved on June 8, 2009, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Santa Margarita Catholic High School

By: 
Signature

By: 
Signature

Terry Fluent

Paul Conboy
Print Name

Director, Purchasing

President
Title

Date: 8/1/11

Date: 7/5/11

Agreement Number: 10910045

CAPISTRANO UNIFIED SCHOOL DISTRICT
SCHOOL BUS SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 8th day of June, 2009, by and between the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675 (hereinafter referred to as "DISTRICT"), and Santa Margarita Catholic High School, 22062 Antonio Parkway, Rancho Santa Margarita, CA 92688, (hereinafter referred to as "SMCHS"). DISTRICT and SMCHS shall be collectively referred to as the Parties.

WHEREAS, SMCHS bought three of the DISTRICT's surplus school buses and requires school bus inspection, servicing, maintenance, repair, parking and school bus driver training services;

WHEREAS, the DISTRICT is specially trained and experienced and competent to perform such special services required by SMCHS to operate and maintain the school buses purchased by SMCHS;

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

WHEREAS, DISTRICT and SMCHS wish to enter into this AGREEMENT with the understanding that these services are being rendered secondary to services required by DISTRICT's schools and students and only if DISTRICT operations are not adversely impacted in any way;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SERVICES TO BE PROVIDED BY THE DISTRICT.

1.1 Provide designated parking for three (3) SMCHS school buses at the DISTRICT's bus facility located at 26126 Victoria

1 Blvd, Capistrano Beach, California 92624 for a fee of \$75.00 per
2 bus per month for a total of \$225.00 per month.

3 1.2 Provide routine inspection and servicing (i.e.
4 lubrication of chassis, changing oil, oil filters and air
5 filters) on the three (3) SMCHS school buses every 3,000 miles
6 or 45 calendar days, whichever occurs first, at \$105/hour
7 (inspection/servicing fees have a ½ hour minimum).

8 1.3 Provide an annual school bus maintenance check-up on the
9 three (3) SMCHS school buses at \$105/hour and any repairs
10 necessitated by such maintenance check-up will be mutually
11 agreed to in writing between the Parties.

12 1.4 Provide emergency roadside assistance for the three (3)
13 SMCHS school buses within DISTRICT boundaries at \$105/hour,
14 which shall commence from point of departure to point of return.

15 1.5 Provide emergency roadside assistance for the three (3)
16 SMCHS school buses outside DISTRICT boundaries at DISTRICT's
17 discretion at \$105/hour, which shall commence from point of
18 departure to point of return.

19 1.6 Provide certified California school bus driver training
20 at \$55.00/hour per training session.

21 1.7 Provide certified California school bus behind the wheel
22 training at \$55.00/hour per individual driver. (Initial training
23 for Class B license requires drivers to take 25 hours of
24 classroom training plus 25 hours of behind the wheel training -
25 a one-time requirement for a five year license. Each year

1 thereafter, annual in-service classroom training of 10 hours is
2 required upon each driver's birth date.)

3 2.0 TERM. DISTRICT shall commence providing services under this
4 AGREEMENT on or after June 8, 2009 and this Agreement shall be
5 effective for one (1) year with two (2) one year options to renew upon
6 mutual written agreement of the Parties.

7 3.0 FEES/PAYMENT. SMCHS agrees to pay the DISTRICT for services
8 satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT.
9 SMCHS agrees to pay all hourly rates as stated in Section 1.0 and any
10 and all towing costs, if necessary. All parts/supplies/materials,
11 fuel and oil shall be paid by SMCHS. There shall be no costs or
12 expenses to the DISTRICT to provide these services. Payment shall be
13 made upon receipt of an invoice from DISTRICT in duplicate. Payment
14 shall be mailed to: CAPISTRANO UNIFIED SCHOOL DISTRICT, 33122 VALLE
15 ROAD, SAN JUAN CAPISTRANO, CALIFORNIA 92675, ATTN: ACCOUNTS PAYABLE,
16 or at such other place as DISTRICT may designate in writing.

17 4.0 COMMUNICATION BETWEEN THE PARTIES. SMCHS shall communicate
18 directly with the DISTRICT's Executive Director of Transportation for
19 the purpose of requesting any of the services provided in this
20 AGREEMENT. SMCHS shall comply with all schedules that have been
21 established by the DISTRICT for inspecting, servicing and/or
22 maintaining the SMCHS school buses and shall deliver their buses at or
23 before the time scheduled.

24 5.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this
25 AGREEMENT, shall be and act as an independent contractor. DISTRICT
understands and agrees that it and all of its employees shall not be

1 considered officers, employees or agents of the SMCHS, and are not
2 entitled to benefits of any kind or nature normally provided employees
3 of SMCHS and/or to which SMCHS employees are normally entitled,
4 including, but not limited to, State Unemployment Compensation or
5 Worker's Compensation. DISTRICT assumes the full responsibility for
6 the acts and/or omissions of its employees as they relate to the
7 services to be provided under this AGREEMENT. DISTRICT shall assume
8 full responsibility for payment of all federal, state, and local taxes
9 or contributions, including unemployment insurance, social security
10 and income taxes with respect to DISTRICT'S employees.

11 6.0 TERMINATION. Either party may terminate this AGREEMENT with
12 or without reason by providing thirty (30) days written notice to the
13 other party specifying the desired date of termination. Notice shall
14 be deemed given when received or no later than three (3) days after
15 the day of mailing, whichever is sooner.

16 7.0 HOLD HARMLESS/INDEMNIFICATION. SMCHS agrees to and does
17 hereby indemnify, hold harmless and defend the DISTRICT and its
18 Governing Board, officers and employees from every claim or demand
19 made and every liability, loss, damage or expense, of any nature
20 whatsoever, which may be incurred by reason of any injury to or
21 death of any person(s), or damage to or loss of any property caused
22 by any negligent act, default, or negligent omission of the SMCHS,
23 or its officers or employees arising out of, or in any way connected
24 with, this AGREEMENT, whether said injury or damage occurs either on
25 or off SMCHS's property, except for liability for damages which

1 result from the sole negligence or willful misconduct of the
2 DISTRICT or its officers or employees.

3 DISTRICT agrees to and does hereby indemnify, hold harmless
4 and defend the SMCHS and its affiliates, directors, administrative
5 board and employees from every claim or demand made and every
6 liability, loss, damage or expense, of any nature whatsoever, which
7 may be incurred by reason of any injury to or death of any
8 person(s), or damage to or loss of any property caused by any
9 negligence or willful misconduct of the DISTRICT, or its officers or
10 employees arising out of their performance under this AGREEMENT.

11 8.0 INSURANCE. SMCHS will provide the DISTRICT with a certificate
12 of insurance which provides insurance coverage on all SMCHS owned
13 school buses inspected, serviced, maintained, and/or repaired by the
14 DISTRICT. A certificate of insurance shall also show that the
15 DISTRICT is named as an additional insured on the policy or policies
16 of general liability and auto liability policies. Said certificate
17 of insurance shall also show that the DISTRICT will be given at least
18 thirty (30) days notice prior to the termination, cancellation or
19 modification of said insurance.

20 9.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
21 AGREEMENT shall not be assigned by the DISTRICT.

22 10.0 TOBACCO USE POLICY. In the interest of public health,
23 DISTRICT provides a tobacco-free environment. Smoking or the use of
24 any tobacco products are prohibited in buildings and vehicles, and on
25 any property owned, leased or contracted for by the DISTRICT pursuant

1 to DISTRICT Policy 400.15. Failure to abide with the conditions of
2 this policy could result in the termination of this AGREEMENT.

3 11.0 COMPLIANCE WITH APPLICABLE LAWS. DISTRICT and SMCHS agree to
4 comply with all federal, state and local laws, rules, regulations and
5 ordinances that are now or may in the future become applicable to
6 DISTRICT and SMCHS as they relate to their respective performances
7 pursuant to this AGREEMENT.

8 12.0 PERMITS/LICENSES. DISTRICT and all DISTRICT'S employees shall
9 secure and maintain in force such permits and licenses as are required
10 by law in connection with the furnishing of services pursuant to this
11 AGREEMENT.

12 13.0 NON-DISCRIMINATION. DISTRICT and SMCHS agree that they will
13 not engage in unlawful discrimination in employment of persons because
14 of race, ethnicity, religion, nationality, disability, gender, marital
15 status or age of such persons.

16 14.0 NOTICE. All notices or demands to be given under this
17 AGREEMENT by either party to the other shall be in writing and given
18 either by: (a) personal service or (b) by U.S. Mail, mailed either by
19 registered or certified mail, return receipt requested, with postage
20 prepaid. Service shall be considered given when received if
21 personally served or, if mailed, on the third day after deposit in any
22 U.S. Post Office. The address to which notices or demands may be
23 given by either party may be changed by written notice given in
24 accordance with the notice provisions of this section. As of the date
25 of this AGREEMENT, the addresses of the parties are as follows:

1 DISTRICT: Capistrano Unified School District
2 33122 Valle Road
3 San Juan Capistrano, CA 92675
 Attn: Mike Patton, Executive Director

4 SMCHS: SANTA MARGARITA CATHOLIC HIGH SCHOOL
5 22062 Antonio Parkway
 Rancho Santa Margarita, CA 92688
 Attn: Raymond R. Dunne, Principal

6 15.0 NON WAIVER. The failure of DISTRICT or SMCHS to seek redress
7 for violation of, or to insist upon, the strict performance of any
8 term or condition of this AGREEMENT, shall not be deemed a waiver by
9 that party of such term or condition, or prevent a subsequent similar
10 act from again constituting a violation of such term or condition.

11 16.0 SEVERABILITY. If any term, condition or provision of this
12 AGREEMENT is held by a court of competent jurisdiction to be invalid,
13 void, or unenforceable, the remaining provisions will nevertheless
14 continue in full force and effect, and shall not be affected, impaired
15 or invalidated in any way.

16 17.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
17 shall be governed by the laws of the State of California with venue in
18 Orange County, California.

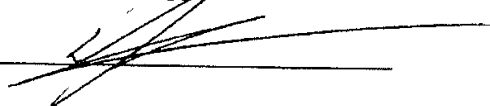
19 18.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
20 attached hereto constitute the entire agreement among the Parties to
21 it and supersedes any prior or contemporaneous understanding or
22 agreement with respect to the services contemplated, and may be
23 amended only by a written amendment executed by both Parties to the
24 AGREEMENT.
25

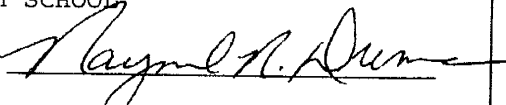
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IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT:
CAPISTRANO UNIFIED SCHOOL
DISTRICT

SMCHS:
SANTA MARGARITA CATHOLIC
HIGH SCHOOL

BY: 

BY: 

PRINT NAME: Mike Patton

PRINT NAME: Raymond R. Dunne

TITLE: Executive Director

TITLE: Principal

DATE: 7/2/09

DATE: 6-22-09

TAXPAYER ID#: 69-0933271

Capistrano Unified School District

Bid No. 1213-02 – Weed Abatement Service

Bid Opening
Thursday, April 26, 2012, 11:00 a.m.

BID PRICE SUMMARY

HOURLY LABOR RATES (Portal to Portal)	Straight Time Per Hour
1. Supervisor	\$15.00
2. Foreman	\$15.00
3. Laborer	\$15.00

PLEASE QUOTE MAKE AND MODEL LISTED OR EQUIVALENT

EQUIPMENT	RATE	PRICE
4. 963 Cat Loader	Hourly	\$120.00
5. D4C Cat Dozer	Hourly	\$115.00
6. John Deere 3255 Tractor w/8' Scraper, 12' Scraper, Mower and 12' Disk	Hourly	\$55.00
Equivalent: John Deere 5525 w/7' scraper, 7' mower, 8' disk	Hourly	\$
7. ASV RC 100 Rubber Track Loader w/Bucket and Tine Grapple	Hourly	\$55.00
Equivalent: Cat 289C Rubber Track Loader w/attachments	Hourly	\$55.00
8. ASV RC 100 Rubber Track Loader w/Chipper	Hourly	\$60.00
9. F450 Dump Truck	Hourly	\$50.00
10. F650 Dump Truck	Hourly	\$60.00
11. John Deere 450 G Crawler	Hourly	\$50.00
13. Freightliner 4,800 gallon Water Truck	Hourly	\$100.00
13. 446 Cat Backhoe	Hourly	\$100.00
14. John Deere 450 G Loader	Hourly	\$60.00

XIII. AGREEMENT

THIS AGREEMENT, dated May 24, 2012, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "DISTRICT"), and E. Stewart and Associates, Inc., (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as **BID NO. 1213-02, WEED ABATEMENT SERVICE**, according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay the CONTRACTOR, for work performed under this Agreement, at the line item prices as specified in attached bid price sheet, Exhibit A.

4. The work shall be commenced on or before the seventh (7th) day after receiving the DISTRICT'S Purchase Order and shall be completed within the time specified by Director of Maintenance/Operations and Construction or Designee on behalf of the DISTRICT. The initial term of this agreement will be for one year, with two (2) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **two hundred dollars (\$200.00)** for each calendar day of delay until work is completed and accepted

6. Termination for Cause or Nonappropriation. In the event CONTRACTOR defaults in the performance of the Agreement or if there is a nonappropriation of funds or insufficient funds, then this Agreement shall terminate or be suspended as set forth in General Conditions – Default by Contractor.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed

by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or

- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in the General Conditions - Insurance. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than	\$1,000,000.00
--	-----------------------

and

Subject to the same limit for each person on account of one accident, in an amount not less than	\$1,000,000.00
--	-----------------------

Property Damage Insurance in an amount not less than	\$1,000,000.00
--	-----------------------

Course of Construction Insurance without exclusion or limitation in an amount not less than	\$1,000,000.00
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Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Escrow Agreement: N/A

11. Labor Compliance Program: N/A

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

CAPISTRANO UNIFIED SCHOOL
DISTRICT

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Contractor's License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

CONTRACT TERM

The terms of this base contract is for one year beginning June 1, 2012 through June 30, 2013, with two (2) one-year renewal terms at the option of the Board of Trustees.

Annual expenditures under this contract are not to exceed \$100,000.
This amount may be increased by mutual agreement of both parties.

BID PRICE SHEET

- All pricing herein to include all standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- **Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions – Prevailing Wage Rates.**
- Bidders must complete all items, or the bid submitted may be declared non-responsive.
- Low bid to be determined by select line items representing the most common District projects at a weighted percentage.

Award for base bid will be determined by select line items representing the most common District projects at a weighted percentage, to be provided at bid opening.

HOURLY LABOR RATES (Portal to Portal)	Straight Time Per Hour	Overtime Per Hour	Weekend / Holiday Per Hour
1. Supervisor	\$15.00	\$	\$
2. Foreman	\$15.00	\$	\$
3. Laborer	\$15.00	\$	\$

Quote Equipment Listed or Note Equivalent Make and Model Quoting

EQUIPMENT	RATE	PRICE
4. 963 Cat Loader	Hourly	\$120.00
Equivalent:	Hourly	\$
5. D4C Cat Dozer	Hourly	\$115.00
Equivalent:	Hourly	\$
6. John Deere 3255 Tractor w/8' Scraper, 12' Scraper, Mower and 12' Disk	Hourly	\$55.00
Equivalent: John Deere 5525 w/7' scraper, 7' mower, 8' disk	Hourly	\$
7. ASV RC 100 Rubber Track Loader w/Bucket and Tine Grapple	Hourly	\$55.00
Equivalent: Cat 289c Rubber Track Loader w/attachments	Hourly	\$55.00
8. ASV RC 100 Rubber Track Loader w/Chipper	Hourly	\$60.00
Equivalent: Cat 289C w/chipper	Hourly	\$60.00
9. F450 Dump Truck	Hourly	\$50.00
Equivalent:	Hourly	\$

EQUIPMENT	RATE	PRICE
10. F650 Dump Truck	Hourly	\$60.00
Equivalent:	Hourly	\$
11. John Deere 450 G Crawler	Hourly	\$50.00
Equivalent:	Hourly	\$
13. Freightliner 4,800 gallon Water Truck	Hourly	\$100.00
Equivalent:	Hourly	\$
13. 446 Cat Backhoe	Hourly	\$100.00
Equivalent:	Hourly	\$
14. John Deere 450 G Loader	Hourly	\$60.00
Equivalent:	Hourly	\$

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records

AGREEMENT
BETWEEN
THE COUNTY OF ORANGE
AND
CAPISTRANO UNIFIED SCHOOL DISTRICT
FOR
JUVENILE COURT WORK PROGRAM SERVICES

THIS AGREEMENT, entered into this 1st day of July, 2012, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter referred to as "CAPISTRANO USD." This Agreement shall be administered by the County of Orange Chief Probation Officer, hereinafter referred to as "ADMINISTRATOR."

WITNESSETH:

WHEREAS, COUNTY, through its Probation Department, operates the Juvenile Court Work Program (JCWP) pursuant to California Welfare and Institutions Code Sections 730 and 731;

WHEREAS, minors who are adjudged wards of the Juvenile Court, hereinafter referred to as "Juvenile Probationers," may be placed under the supervision of a Deputy Probation Officer, and may be required, as a condition of probation, to perform community service or graffiti cleanup; and these Juvenile Probationers may also be authorized to participate in a voluntary work program in lieu of ADMINISTRATOR filing petitions for probation violations;

WHEREAS, CAPISTRANO USD desires to enter into this Agreement with COUNTY for Juvenile Probationers to provide manual services of an unskilled variety at public grounds and locations; and

WHEREAS, COUNTY is willing and capable of providing such JCWP services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1.0 TERM

The term of this Agreement shall be one year, commencing July 1, 2012 through June 30, 2013, and shall be automatically extended in one-year increments, unless otherwise terminated pursuant to Section 17.0 of this Agreement.

2.0 RESPONSIBILITIES OF COUNTY

2.1 Description of Services:

2.1.1 The parties agree that the Juvenile Probationers will perform work for CAPISTRANO USD in accordance with orders issued by the Orange County Juvenile Court to ADMINISTRATOR relating to the JCWP. These orders are contained in Exhibit A, which is attached hereto and incorporated by reference, and are enumerated below:

2.1.1.1 Miscellaneous Order No. 633.3, dated April 3, 1997, entitled "Juvenile Court Work Program;" or

2.1.1.2 Miscellaneous Order No. 634.3, dated April 3, 1997, entitled "Juvenile Court Work Program for Graffiti Eradication;" or

2.1.1.3 Miscellaneous Order No. 635.3, dated April 3, 1997, entitled "Voluntary Juvenile Court Work Program."

2.1.2 The parties further agree that the Juvenile Probationers will perform work for CAPISTRANO USD in accordance with any future orders the Orange County Juvenile Court may issue to ADMINISTRATOR relating to the JCWP.

2.1.3 The work to be performed by the Juvenile Probationers will be unskilled labor, which may include, but may not be limited to, street and water basin cleaning; litter pickup; clearing brush, drainage ditches and fire breaks; and removal of graffiti, weeds, and damaged or excess vegetation.

2.2 COUNTY shall:

2.2.1 On weekends or on days mutually agreed to by the parties, schedule and dispatch an appropriate number and size of work crew(s) to the specified site(s). It is mutually understood that each Juvenile Probationer shall perform five (5) hours of community service, which is considered the equivalent of one (1) day served on the JCWP, pursuant to the Orange County Juvenile Court Miscellaneous Order No. 634.3, dated April 3, 1997.

2.2.1.1 As specified in Section 4.0 herein, each work crew provided by

COUNTY may consist of ten (10) or more, or less than ten (10), Juvenile Probationers. If the work crew consists of ten (10) or more Juvenile Probationers, COUNTY shall be compensated at the full rate specified in Sections 4.2.1, 4.3.1, or 4.3.2.2, as applicable. If the work crew consists of less than ten (10) Juvenile Probationers, COUNTY shall be compensated at the discounted rate specified in Sections 4.2.2, 4.3.1, or 4.3.2.3, as applicable.

- 2.2.2 Transport the work crew(s) to and from the sites specified by CAPISTRANO USD.
- 2.2.3 Assign one (1) Deputy Juvenile Correctional Officer (DJCO) for each work crew consisting of up to twelve (12) Juvenile Probationers, to:
 - 2.2.3.1 Meet with the work crew(s) to explain the work to be performed, rules and expected standards of behavior, and consequences of disciplinary violations.
 - 2.2.3.2 Supervise the work crew(s) at all times.
 - 2.2.3.3 Monitor compliance of work crew members with all Juvenile Court orders and conditions of probation.
 - 2.2.3.4 Provide immediate care and assistance in the event any Juvenile Probationer is injured at the work site, and, if necessary, transport the injured Juvenile Probationer to a medical facility.
 - 2.2.3.5 Notify CAPISTRANO USD immediately by telephone, in the event COUNTY is unable to provide the work on scheduled days, as mutually agreed upon. COUNTY shall state the reason for work cancellation or delay, and shall reschedule the work.
- 2.2.4 Provide food for the work crew(s) and the DJCO(s), during a one-half (1/2) hour supervised lunch break.
- 2.2.5 Provide Workers' Compensation Insurance coverage for the work crew(s), in accordance with policies and procedures established by the County Executive Office Risk Management Division.
- 2.2.6 Reserve the right to refuse any work that may be determined unsafe by the DJCO(s) assigned to supervise the work crew(s). The DJCO(s) may follow instructions from representatives of CAPISTRANO USD regarding the work to be performed, so long as the safety of the work crew(s) is not endangered, and COUNTY'S policies are not violated.

- 2.2.7 Be solely responsible for providing all legally required employee benefits to the work crew(s). CAPISTRANO USD shall not be required to assume any liability for the direct payment of any salaries, wages, or other compensation to the work crew(s) performing services hereunder, or any liability other than provided for in this Agreement.
- 2.3 ADMINISTRATOR shall:
 - 2.3.1 Implement the Juvenile Court orders attached hereto and incorporated by reference, as described in Section 2.1.1, any succeeding orders thereto as described in Section 2.1.2, or any other orders related to JCWP, by authorizing Juvenile Probationers to provide unskilled manual labor to CAPISTRANO USD.
 - 2.3.2 Have final authority for decisions affecting the Juvenile Probationers' participation in JCWP, and any other program participation matters designated by ADMINISTRATOR, both verbally and in writing.

3.0 RESPONSIBILITIES OF CAPISTRANO USD

CAPISTRANO USD shall:

- 3.1 Coordinate the scheduling of JCWP work, in advance, with COUNTY'S Probation Department.
- 3.2 Explain to the DJCO(s) the work to be performed by the work crews.
- 3.3 Provide the tools, equipment, supplies, and materials necessary or incidental to the performance of the scheduled work. However, Juvenile Probationers shall not be required to operate mechanical equipment or devices that may expose the work crew members to safety hazards.
- 3.4 Provide special instructions, devices, equipment, warning signs, and apparel as necessary to ensure the personal safety of the work crew members.
- 3.5 Provide technical direction and oversight until the completion of work.
- 3.6 Maintain absolute confidentiality of all information pertaining to the Juvenile Probationers, as described in Section 15.0 of this Agreement.
- 3.7 Neither seek nor authorize publicity concerning the JCWP, or the work performed under this Agreement, without the written consent of the ADMINISTRATOR.
- 3.8 Keep confidential the names of minors participating in the JCWP.

4.0 COMPENSATION

4.1 CAPISTRANO USD agrees to pay COUNTY for the cost of JCWP services requested by CAPISTRANO USD and performed by the Juvenile Probationers. The cost of JCWP services is based on the actual average cost of supervising each work crew for each day that COUNTY provides general cleanup services or graffiti removal, and is within the maximum rate most recently approved by the Orange County Board of Supervisors for JCWP services.

4.1.1 It is mutually understood that the maximum rate for JCWP services is established by the Orange County Board of Supervisors after a public hearing at the request of ADMINISTRATOR. The rate may vary but must be approved by the Orange County Board of Supervisors. The public hearing is necessary to adopt new fees and to revise existing fees that are assessed to persons granted probation, the parents and legal guardians of institutionalized minors, or public agencies, for services provided by COUNTY through ADMINISTRATOR.

4.2 Compensation Rate for Initial Year of JCWP Services (July 1, 2012-June 30, 2013):

During the period July 1, 2012 through June 30, 2013, COUNTY shall charge CAPISTRANO USD at a rate per day based on the total number of Juvenile Probationers constituting a work crew and actually provided by COUNTY, for services rendered to CAPISTRANO USD, as follows

4.2.1 Full Compensation Rate per Day for Each Work Crew of Ten (10) or More Juvenile Probationers: Upon COUNTY'S submission of invoices monthly, and in accordance with the payment procedures set forth in Section 5.0 of this Agreement, CAPISTRANO USD shall pay COUNTY for services rendered hereunder, at a rate of Five Hundred Dollars (\$500.00) per day, for each work crew consisting of ten (10) or more Juvenile Probationers.

4.2.2 Discounted Compensation Rate per Day for Each Work Crew of Less than Ten (10) Juvenile Probationers: If the total number of Juvenile Probationers provided by COUNTY for any work crew is less than ten (10) for a particular day, the full compensation rate specified in Section 4.2.1 shall be discounted in accordance with the following formula:

$$\begin{array}{lcl} \text{Discounted Compensation Rate} & = & \text{Full compensation rate per day} \\ & & \text{for each work crew of ten (10)} \\ & & \text{or more Juvenile Probationers.} \\ & \times & (0.10 \times \text{total number of} \\ & & \text{Juvenile Probationers in work} \\ & & \text{crew provided by COUNTY}) \end{array}$$

4.3 Compensation Rate for JCWP Services After June 30, 2004:

After the initial one-year term of this Agreement, COUNTY shall continue to charge CAPISTRANO USD at a rate per day based on the total number of Juvenile Probationers constituting a work crew and actually provided by COUNTY, for services rendered to CAPISTRANO USD, in accordance with the following provisions

- 4.3.1 No Change in Full or Discounted Compensation Rates: The full compensation rate provision of Section 4.2.1, and the discounted compensation rate provision of Section 4.2.2, shall continue to be applicable for the succeeding one (1)-year term(s) of this Agreement, unless a new full compensation rate is adopted in accordance with the provisions of Section 4.3.2 and 4.3.2.1 herein.
- 4.3.2 Change in Full Compensation Rate: Pursuant to Section 4.1.1 herein, if a change in the maximum rate for JCWP services is approved by the Orange County Board of Supervisors, ADMINISTRATOR shall review and analyze the then-current full compensation rate charged by COUNTY to CAPISTRANO USD. If such review and analysis indicate that an adjustment to the then-current full compensation rate charged to CAPISTRANO USD for JCWP services is warranted, COUNTY shall, no later than March 15 of the then-current one-year term of this Agreement, submit to CAPISTRANO USD a written notice of a proposed rate adjustment.
- 4.3.2.1 CAPISTRANO USD shall issue a written response to COUNTY within sixty (60) calendar days after receipt of COUNTY'S notice of the proposed adjustment to the then-current full compensation rate charged by COUNTY to CAPISTRANO USD. If such response indicates an agreement with COUNTY'S proposed rate adjustment, the new full and discounted compensation rates shall become effective commencing July 1 of the succeeding one-year term of this Agreement, in accordance with Sections 4.3.2.2 and 4.3.2.3 herein.
- 4.3.2.2 New Full Compensation Rate per Day for Each Work Crew of Ten (10) or More Juvenile Probationers: Upon COUNTY'S submission of invoices monthly, and in accordance with the payment procedures set forth in Section 5.0 of this Agreement, CAPISTRANO USD shall pay COUNTY for services rendered hereunder, at the new full compensation rate per day, for each work crew consisting of ten (10) or more Juvenile Probationers.

- 4.3.2.3 New Discounted Compensation Rate per Day for Each Work Crew of Less than Ten (10) Juvenile Probationers: If the total number of Juvenile Probationers provided by COUNTY for any work crew is less than ten (10) for a particular day, the new full compensation rate specified in Section 4.3.2.2 shall be discounted in accordance with the following formula:

$$\begin{array}{lcl} \text{Discounted} & & \\ \text{Compensation Rate} & = & \text{Full compensation rate per} \\ & & \text{day for each work crew of ten} \\ & & \text{(10) or more Juvenile} \\ & & \text{Probationers.} \\ & \times & \text{(0.10 x total number of} \\ & & \text{Juvenile Probationers in work} \\ & & \text{crew provided by COUNTY)} \end{array}$$

- 4.3.2.4 If, by may 15 of the then-current one-year term of this Agreement, the parties are unable to reach an agreement on COUNTY'S proposed rate adjustment, the parties shall then meet to determine if an acceptable rate can be negotiated.

5.0 FINANCIAL ACCOUNTABILITY

- 5.1 COUNTY agrees to provide fiscal procedures adequate to assure accounting for the billing costs to CAPISTRANO USD under this Agreement, in accordance with COUNTY'S general accounting policies, and the accounting policies and procedures of COUNTY'S Auditor-Controller. All claimed reimbursements will be supported with source documents retained by COUNTY.
- 5.2 COUNTY shall be reimbursed monthly in arrears for actual costs incurred, upon the submission of invoices to CAPISTRANO USD. The monthly invoices shall be submitted in such form and detail as required by COUNTY'S Auditor-Controller, and be accompanied by an affidavit signed by COUNTY certifying the appropriateness of the amounts billed. All invoices shall include the following information:
- 5.2.1 Dates of service
 - 5.2.2 Work site(s)
 - 5.2.3 Number of work crew(s)
 - 5.2.4 Number of Juvenile Probationers for each work crew
 - 5.2.5 Type of work performed

- 5.3 CAPISTRANO USD shall pay COUNTY within thirty (30) calendar days of the invoice date. Late charges will be assessed to CAPISTRANO USD in the following situations:
- 5.3.1 Over-the-counter payments will be assessed a late charge if any payment is not received by COUNTY within (30) calendar days of the date of the invoice for which payment is being rendered.
 - 5.3.2 Payments transmitted to COUNTY via the U.S. Mail, and which have CAPISTRANO USD 'S postage meter mark, will be assessed a late charge if any payment is not received within thirty one (31) calendar days of the date of the invoice for which the payment is being rendered.
 - 5.3.3 Payments transmitted to COUNTY via the U.S. Mail, and which have a U.S. Post Office postmark dated thirty (30) calendar days after the date of the invoice, will be assessed a late charge.
- 5.4 The late charge assessed in each of the above situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid, plus One Hundred Dollars (\$100.00) for late payments made within thirty (30) calendar days after the payments are due. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional thirty (30)-day period that the invoice remains unpaid. Late charges shall be added to the payment due and invoiced to CAPISTRANO USD in accordance with Section 5.2 herein. Any invoices and applicable late charges remaining unpaid within ninety (90) calendar days of the invoice date may result in deductions, by COUNTY'S Auditor-Controller, from money held on deposit with COUNTY'S Treasurer for CAPISTRANO USD if any, and as applicable in accordance with Government Code Section 907 and any other applicable provision of law.
- 5.5 Early payments received by COUNTY from CAPISTRANO USD shall entitle CAPISTRANO USD to a discount of one-quarter of one percent (0.25%), if payment is received by COUNTY within eleven (11) calendar days of the date of the invoice. CAPISTRANO USD may take credit for the discount in the current payment. However, if a discount is taken inappropriately, COUNTY shall notify CAPISTRANO USD immediately that the discount should not have been taken and that the balance is due within thirty (30) calendar days of the invoice date, subject to late charges, pursuant to Section 5.3 herein.
- 5.6 COUNTY shall have sixty (60) calendar days from the end of the term of the Agreement to liquidate all program obligations incurred during said term. COUNTY shall then submit the final invoice within sixty (60) calendar days of the end of the term of the Agreement. CAPISTRANO USD shall not be liable for any invoices submitted beyond sixty (60) calendar days of the end of the term of the Agreement.

- 5.7 Equipment: The parties agree that any equipment purchased for, or contributed to, the program shall remain the property of the contributing party.

6.0 OTHER SOURCES OF INCOME

COUNTY shall not bill CAPISTRANO USD for any service, cost or expense for which COUNTY has been reimbursed by revenue, income or grants from any other source, if those revenue, income, or grants are expressly earmarked by the source for services provided under this Agreement, or for similar services for the benefit of CAPISTRANO USD'S area.

7.0 RIGHT TO AUDIT

CAPISTRANO USD shall have access to any books, documents, papers and records of COUNTY, which CAPISTRANO USD determines to be pertinent specifically to this Agreement, for the purpose of making an audit, evaluation, excerpts and transcripts.

8.0 RETENTION OF FINANCIAL RECORDS

- 8.1 COUNTY shall maintain and preserve all books, financial statements, journals, ledgers, source documents and other financial records for a period of seven (7) years from the termination of this Agreement, and for such longer period as may be required by any applicable statute. All financial records shall be kept or made available to CAPISTRANO USD at COUNTY'S principal place of business. Exceptions to the above provisions of this section must have the prior written approval of ADMINISTRATOR.
- 8.2 Records which relate to: a) litigation of the settlement of claims rising out of the performance of this Agreement, or b) costs and expenses of this Agreement to which CAPISTRANO USD takes exception, shall be retained by COUNTY until disposition of such appeals, litigation, claims, or exceptions.

9.0 PROGRAM SUPERVISION

ADMINISTRATOR shall appoint a Juvenile Hall Assistant Division Director to oversee the daily operation and administration of this Agreement pursuant to the terms and conditions contained herein.

10.0 DISPUTES

- 10.1 If COUNTY and CAPISTRANO USD fail to agree as to whether or not any work is within the scope of the requirements of this Agreement, CAPISTRANO USD shall, within fifteen (15) calendar days, provide COUNTY with a written protest specifying in detail the manner in which the requirements of this Agreement were not fulfilled, and the proposed remedy.
- 10.2 ADMINISTRATOR agrees to furnish a written decision on the dispute within thirty (30) calendar days after receipt of such protest.

11.0 STATUS OF COUNTY

COUNTY is, and at all times shall be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CAPISTRANO USD. COUNTY assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. COUNTY, its agents, and employees, shall not be entitled to any rights and privileges of employees of CAPISTRANO USD, and shall not be considered in any manner to be employees of CAPISTRANO USD.

12.0 AFFIRMATIVE ACTION

COUNTY shall maintain an Affirmative Action Program Plan, including the setting of goals and timetables for minority employment which meet the requirements of the Federal Equal Employment Opportunity Commission and the State of California Fair Employment Practice Commission. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation in, or be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or part with funds made available under this Agreement. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to any otherwise qualified disabled individuals as provided in Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, shall also apply to any such program or activity. Any prohibition against discrimination on the basis of religion, or any exemption from such prohibition as provided in the Civil Rights Act of 1964 or Title VIII of the Civil Rights Act of 1986, shall all apply to any such program or activity. In the performance of this Agreement, COUNTY shall not discriminate against any employee or applicant for employment on the basis of race, sex, color, religion, ancestry, national origin, age or physical or mental condition. This prohibition shall pertain to employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rate of pay and other forms of compensation; selection for training, including apprenticeship; and any other

action or inaction pertaining to employment matters. COUNTY will permit access by CITY, State and Federal agencies to its records of employment, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with this section of the Agreement.

13.0 NONDISCRIMINATION

COUNTY shall not employ discriminatory practices in admission of clients, employment of personnel, or in any other respect on the basis of race, color, religion, national origin, ancestry, sex, age, or physical or mental condition.

14.0 INTERNAL CONTROLS

COUNTY shall maintain necessary written procedures establishing internal controls approved by COUNTY'S Auditor-Controller for its personnel, instruct all of its personnel in said procedures, and continuously supervise its operations to ensure compliance.

15.0 CONFIDENTIALITY

15.1 CAPISTRANO USD agrees to maintain the confidentiality of all juvenile record information pertaining to all minors under the jurisdiction of the Juvenile Court, or the Juvenile Court law of the State of California when such records come into the possession of, or are generated by CAPISTRANO USD.

15.2 CAPISTRANO USD 'S staff, and all agents and employees of CAPISTRANO USD shall maintain the confidentiality of such records in accordance with Orange County Juvenile Court's policy titled "Confidentiality and Release of Information" dated January 28, 1997, and adopted in accordance with California Welfare and Institutions Code, Section 827, and all applicable statutes, court orders and case law. No access, disclosure or release of such information shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the prior approval and consent of the Judge of the Juvenile Court.

15.3 "Juvenile record information" is understood to include all records and data which identify the subject of the information, and associate the subject with any aspect of the administration of the Juvenile Court law of the State of California. Such information includes, but is not limited to, the subject's offense history, social history, all information of a diagnostic or evaluative nature, and any other personal or confidential data which can be traced to the individual, whether generated by CAPISTRANO USD or not.

- 15.4 All written materials pertaining to the Juvenile Probationers shall be placed in a secure and locked file when not in use, and access to such materials shall be limited to specified authorized staff.

16.0 MUTUAL INDEMNIFICATION

COUNTY shall indemnify, hold harmless and defend CAPISTRANO USD, its governing board, officers, agents and employees from any and all claims, demands, losses or liabilities for injury, death or damage arising out of the acts or omission to act by COUNTY agents or employees in carrying out this Agreement.

CAPISTRANO USD shall indemnify, hold harmless and defend COUNTY, its officers, agents and employees, from any and all claims, demands, losses or liabilities for injury, death or damages arising out of the acts or omission to act by CAPISTRANO USD 'S agents or employees in carrying out this Agreement.

17.0 TERMINATION

- 17.1 Either party may terminate this Agreement, with or without cause, upon thirty (30) calendar days' written notice given to the other party.
- 17.2 In the event of termination of this Agreement, CAPISTRANO USD and COUNTY shall not be liable for services provided beyond the date of termination, except as may otherwise be provided in this Agreement.
- 17.3 The obligations pertaining to indemnification for, or defense of, causes of action accruing during the term of this Agreement, shall extend beyond the termination of this Agreement until fully performed.
- 17.4 Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or otherwise unavailable in the budget for COUNTY by any means whatsoever in any fiscal year covered by this Agreement, COUNTY will immediately notify CAPISTRANO USD of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for COUNTY.
- 17.5 Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or otherwise unavailable in the budget for CAPISTRANO USD by any means whatsoever in any fiscal year covered by this Agreement, CAPISTRANO USD will immediately notify COUNTY of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for CAPISTRANO USD.

18.0 NOTICES

18.1 All notices or demands to be given under this Agreement by any 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 any party may be changed by written notice given in accordance with the notice provisions of this Section.

18.2 Notices and payments to COUNTY shall be sent to the Probation Department addressed as follows:

Chief Probation Officer
Orange County Probation Department
P.O. Box 10260
Santa Ana, CA 92711

18.3 Notices to CAPISTRANO USD shall be addressed as follows:

Mr. John G. Forney
Director, Maintenance, Operations & Construction
Capistrano Unified School District
32972 Calle Perfecto
San Juan Capistrano, CA 92675

19.0 THIRD PARTY RIGHTS

The parties intend not to create rights in, or to grant remedies to, any third party as beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established herein.

20.0 ALTERATION OF TERMS

This Agreement, together with Exhibit A attached hereto and incorporated herein by reference, fully expresses all understandings of the parties, and is the total agreement between the parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this Agreement or Exhibit A, whether written or verbal, by the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by both parties

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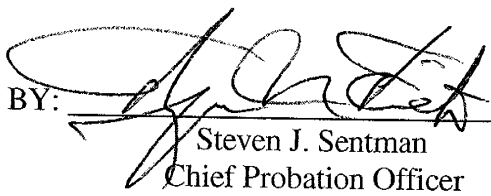
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

CAPISTRANO UNIFIED SCHOOL DISTRICT

BY: _____
Terry Fluent, Director of Purchasing

DATED: _____

COUNTY OF ORANGE

BY:  for ^{CHIEF} ~~SENTMAN~~
Steven J. Sentman
Chief Probation Officer

DATED: 4/25/12

EXTENSION OF AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
BEN'S ASPHALT, INC.

Bid No. 1011-01 – Asphalt Paving, Sealcoating and Repair called for an original contract period of July 1, 2010 through June 30, 2011, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with Ben's Asphalt, Inc., pursuant to Bid No. 1011-01, shall be extended an additional 12 months, for the period July 1, 2012 through June 30, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 24, 2012.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$150,000. This amount may be increased by mutual agreement of both parties.

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

DISTRICT

CONTRACTOR

Capistrano Unified School District

Ben's Asphalt, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

ATTACHMENT A

04/30/2012 12:30

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CAFJ USL

PAGE 03/10

CAPISTRANO UNIFIED SCHOOL DISTRICT

Bid No. 1011-01 – Asphalt Paving, Sealcoating and Repair
Ben's Asphalt, Inc.

Bid Price Sheet
July 1, 2012 – June 30, 2013

			Proposed Pricing July 1, 2012 – June 30, 2013
Item #	3" R and R		
1	Minimum charge	Min Charge	\$ 1,500 ⁻
2	100 SF to 500 SF	SqFt	\$ 4 ⁰⁰
3	501 SF to 1000 SF	SqFt	\$ 2 ⁵⁰
4	1001 SF to 3000 SF	SqFt	\$ 2 ²⁵
5	3001 SF to 6000 SF	SqFt	\$ 2 ⁰⁰
	4" R and R		
6	Minimum charge	Min Charge	\$ 1,500 ⁻
7	100 SF to 500 SF	SqFt	\$ 6 ⁰⁰
8	501 SF to 1000 SF	SqFt	\$ 4 ²⁵
9	1001 SF to 3000 SF	SqFt	\$ 3 ⁵⁰
10	3001 SF to 6000 SF	SqFt	\$ 3 ⁰⁰
	6" R and R		
11	Minimum charge	Min Charge	\$ 1,750 ⁻
12	100 SF to 500 SF	SqFt	\$ 8 ⁰⁰
13	501 SF to 1000 SF	SqFt	\$ 6 ⁰⁰
14	1001 SF to 3000 SF	SqFt	\$ 5 ²⁵
15	3001 SF to 6000 SF	SqFt	\$ 4 ²⁵
	SKIN PATCH - various locations - average 1/2" - 1" thick		
16	Minimum charge	Min Charge	\$ 1,500 ⁻
17	100 SF to 500 SF	SqFt	\$ 4 ²⁵
18	501 SF to 1000 SF	SqFt	\$ 1 ⁷⁵
19	1001 SF to 3000 SF	SqFt	\$ 1 ⁰⁰
20	3001 SF to 6000 SF	SqFt	\$.60
	OVERLAY - one location, "Petromat" fabric with 1 1/2" overlay		
21	Minimum charge	Min Charge	\$ 1,750 ⁰⁰
22	500 SF to 1000 SF	SqFt	\$ 3 ⁰⁰
23	1001 SF to 5000 SF	SqFt	\$ 1 ⁷⁵
24	5001 SF to 10,000 SF	SqFt	\$ 1 ⁰⁰
25	10,001 SF to 20,000 SF	SqFt	\$ 0.95

CAPISTRANO UNIFIED SCHOOL DISTRICT

Bid No. 1011-01 - Asphalt Paving Sealcoating and Repair
Ben's Asphalt, Inc.

Bid Price Sheet
July 1, 2012 - June 30, 2013

			Proposed Pricing July 1, 2012 - June 30, 2013
26	20,001 SF to 40,000 SF	SqFt	\$ 0.85
	OTHER		
27	Place 1" additional thickness asphalt	SqFt to each unit	\$ 0.30-
28	Place 1" additional thickness asphalt - including removal	SqFt to each unit	\$ 0.80-
Item #	SPEED BUMPS - Average 35' long		
29	Minimum charge	Min Charge	\$ 1,500.00
30	Bumps	Each	\$ 1.25
	6" AC BERM		
31	Minimum charge	Min Charge	\$ 1,500.00
32	100 LF to 500 LF	LinFt	\$ 3.00
33	501 LF to 1000 LF	LinFt	\$ 2.50-
34	1001 LF to 3000 LF	LinFt	\$ 2.00-
	ROUGH GRADE GRASS OR DIRT AREA, INCLUDING REMOVAL, AND PLACE AVERAGE 3" AC PAVING		
35	Minimum charge	Min Charge	\$ 1,750.00
36	100 SF to 500 SF	SqFt	\$ 16.00
37	501 SF to 1000 SF	SqFt	\$ 4.75
38	1001 SF to 3000 SF	SqFt	\$ 4.25
39	3001 SF to 6000 SF	SqFt	\$ 3.00
40	6001 SF to 10,000 SF	SqFt	\$ 2.50
41	10,001 SF to 15,000 SF	SqFt	\$ 1.85
42	Place 1" thick AGG base, including removal	SqFt to each unit	\$ 0.60-
	RAMP TRANSITION		
43	Minimum move-in per site	Site	\$ 15.00
44	Minimum move-in per ramp	Ramp	\$ 175.00

CAPISTRANO UNIFIED SCHOOL DISTRICT

Bid No. 1011-01 - Asphalt Paving, Sealcoating and Repair
Ben's Asphalt, Inc.

Bid Price Sheet
July 1, 2012 - June 30, 2013

			Proposed Pricing July 1, 2012 - June 30, 2013
REDWOOD HEADERS			
45	2" x 4"	LinFt	\$ 2.50
46	2" x 6"	LinFt	\$ 3.00
SLURRY			
47	1 SF to 2000 SF	SqFt	\$0.50-
48	2001 SF to 10,000 SF	SqFt	\$ 0.25-
49	10,001 SF to 20,000 SF	SqFt	\$ 0.12-
50	20,001 SF to 40,000 SF	SqFt	\$ 0.005-
51	40,001 SF and over	SqFt	\$ 0.010-
STRIPING			
52	3" wide	LinFt	\$ 0.35-
53	Miscellaneous legends	LinFt	\$ 0.20-
SEALCOAT - unit prices indicate one coat application			
54	1 SF to 2000 SF	SqFt	\$ 0.50-
55	2001 SF to 10,000 SF	SqFt	\$ 0.20-
Item #	SEALCOAT - unit prices indicate one coat application		Bid Price
56	10,001 SF and over	SqFt	\$ 0.075-
57	CONCRETE CURB	LinFt	\$ 10.00
58	GUTTER	SqFt	\$ 7.50
59	ASPHALT RAMP EXTENSION - typically 4' x 5', 0 - 3" thick	Each	\$ 250.00
60	CRACK REPAIR - grind and fill	LinFt	\$.70
61	CONCRETE FLOW LINE - 3' x 6"	LinFt	\$ 10.00

CAPISTRANO UNIFIED SCHOOL DISTRICT

Bid No. 1011-01 - Asphalt Paving, Sealcoating and Repair
Ben's Asphalt, Inc.

Bid Price Sheet
July 1, 2012 - June 30, 2013

			Proposed Pricing July 1, 2012 - June 30, 2013
62	GRIND ASPHALT AT CONCRETE EDGES TO MATCH ELEVATIONS	LinFt	\$ 2.25-
63	CONCRETE DRAIN BOX 12" X 12" X 12" WITH TRAFFIC GRATE IN ASPHALT OR CONCRETE	Each	\$ 200. ⁰⁰
	SCHEDULE 40 PVC DRAIN PIPE		
64	In dirt	LinFt	\$ 0.100-
65	In asphalt	LinFt	\$ 0.100-
66	In concrete	LinFt	\$ 0.100-
67	FLATWORK - 4" concrete	SqFt	\$ 2.100-
	OPERATED EQUIPMENT		
68	Backhoe	Hour	\$ 115. ⁰⁰
69	Dump truck	Hour	\$ 80. ⁰⁰
70	Roller	Hour	\$ 95. ⁰⁰
71	Skip loader	Hour	\$ 95. ⁰⁰
72	Bobcat	Hour	\$ 115. ⁰⁰
73	Water truck	Hour	\$ 75. ⁰⁰
74	Blade	Hour	\$ 125. ⁰⁰
75	950 loader	Hour	\$ 140. ⁰⁰
76	LABOR - not covered in unit prices		\$ 75. ⁰⁰
77	MINIMUM CHARGE FOR ANY JOB	Lump Sum	\$ 1,500. ⁰⁰



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 HATTON
CLERK
ELLEN M. ADDONIZIO
JACK R. BRICK
ANNA BRYSON
SUE PALAZZO
SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

March 27, 2012

John Skeffington
President
Ben's Asphalt, Inc.
2200 S. Yale Street
Santa Ana, CA 92704

Subject: Bid No. 1011-01- Asphalt Paving, Sealcoating and Repair

Dear Mr. Skeffington:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 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 July 1, 2012 through June 30, 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 April 18, 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) 234-9437.

Sincerely

Vicki Byers
Buyer/Planner, Purchasing

enc.

Byers, Vicki

From: John Skeffington [john.skeffington@bensasphalt.com]
Sent: Wednesday, May 02, 2012 6:52 AM
To: Byers, Vicki
Subject: Asphalt Paving, Sealcoating and Repair annual contract
Attachments: SKMBT_42312050117111.pdf

Dear Ms. Byers,

Please find the attached Bid Price Sheet renewal for the period of July 1, 2012 – June 30, 2013. Unfortunately, we are not able to reduce our costs from last year due largely to the fact of unstable, escalating oil and asphalt price increases that we have sustained. We hope you can appreciate our position and look forward in continuing the asphalt service contract for this year. Thank you for continued trust and understanding.

With great respect,

John Skeffington
Chief Financial Officer
2200 S. Yale Street
Santa Ana, CA 92704
Tel: 714-540-1700
Mobile: 714-231-1594
Fax: 714-957-9832
Email: john.skeffington@bensasphalt.com
(Check us out in the Orange County Register!)
"Celebrating 50 Years of Service"

AGREEMENT

JUN 21 2010

THIS AGREEMENT, dated the 1st day of July, 2010, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "DISTRICT"), and Ben's Asphalt, Inc., (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as **Bid No. 1011-01, ASPHALT PAVING, SEALCOATING AND REPAIR** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, **DISTRICT'S Labor Compliance Program**, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum as specified in attached bid price sheet.

4. The work shall be commenced on or before the seventh (7th) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within **thirty (30)** consecutive calendar days from the date specified in the Notice to Proceed. The initial term of this agreement will commence July 1, 2010, and continue through June 30, 2011, with two (2) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **two hundred dollars (\$200.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. Termination for Cause or Nonappropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;

- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than	\$1,000,000.00
--	-----------------------

and

Subject to the same limit for each person on account of one accident, in an amount not less than	\$1,000,000.00
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Property Damage Insurance in an amount not less than	\$1,000,000.00
---	-----------------------

Course of Construction Insurance without exclusion or limitation in an amount not less than	\$1,000,000.00
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Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or

property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR'S expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

11. CONTRACTOR agrees that the work required to be performed by the CONTRACTOR and each subcontractor on the Project shall be subject to the payment of general prevailing rates of per diem wages, as described in the Labor Code. The DISTRICT has a Labor Compliance Program ("LCP") initially approved on May 6, 2003 by the California Department of Industrial Relations pursuant to Labor Code Section 1771.7. CONTRACTOR and each subcontractor on the Project agree to comply with the DISTRICT'S LCP. The DISTRICT'S LCP is incorporated herein as if fully set forth. The District Labor Compliance Program may be subject to change based upon any new information provided by the DIR.

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of CA, and that John Skeffington, whose title is C.F.O., is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT

By: Terry Fluent
Signature

Terry Fluent
Print Name

Director, Purchasing
Title

CONTRACTOR

By: John S. Sweeney
Signature

John Sweeney
Print Name

C.F.O.
Title

668417
Contractor's License No.

77-0325807
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

BID PRICE SHEET

Item #	3" R and R		Bid Price
1	Minimum charge	Minimum Charge	\$ 1,500 ⁰⁰
2	100 SF to 500 SF	Square Foot	\$ 4.00
3	501 SF to 1000 SF	Square Foot	\$ 2.50
4	1001 SF to 3000 SF	Square Foot	\$ 2.25
5	3001 SF to 6000 SF	Square Foot	\$ 2.00
	4" R and R		
6	Minimum charge	Minimum Charge	\$ 1,500 ⁰⁰
7	100 SF to 500 SF	Square Foot	\$ 6.00
8	501 SF to 1000 SF	Square Foot	\$ 4.25
9	1001 SF to 3000 SF	Square Foot	\$ 3.50
10	3001 SF to 6000 SF	Square Foot	\$ 3.00
	6" R and R		
11	Minimum charge	Minimum Charge	\$ 1,750 ⁰⁰
12	100 SF to 500 SF	Square Foot	\$ 8.00
13	501 SF to 1000 SF	Square Foot	\$ 6.00
14	1001 SF to 3000 SF	Square Foot	\$ 5.50
15	3001 SF to 6000 SF	Square Foot	\$ 4.75
	SKIN PATCH - various locations - average ½" - 1" thick		
16	Minimum charge	Minimum Charge	\$ 1,500 ⁰⁰
17	100 SF to 500 SF	Square Foot	\$ 4.25
18	501 SF to 1000 SF	Square Foot	\$ 1.75
19	1001 SF to 3000 SF	Square Foot	\$ 1.00
20	3001 SF to 6000 SF	Square Foot	\$ 0.60
	OVERLAY - one location, "Petromat" fabric with 1½" overlay		
21	Minimum charge	Minimum Charge	\$ 1,750 ⁰⁰
22	500 SF to 1000 SF	Square Foot	\$ 3.00
23	1001 SF to 5000 SF	Square Foot	\$ 1.75
24	5001 SF to 10,000 SF	Square Foot	\$ 1.00
25	10,001 SF to 20,000 SF	Square Foot	\$ 0.95
26	20,001 SF to 40,000 SF	Square Foot	\$ 0.85
	OTHER		
27	Place 1" additional thickness asphalt	Square Foot to each unit	\$ 0.30
28	Place 1" additional thickness asphalt - including removal	Square Foot to each unit	\$ 0.80

Item #	SPEED BUMPS – Average 35' long		Bid Price
29	Minimum charge	Minimum Charge	\$ 1,500 ⁰⁰
30	Bumps	Each	\$ 125 ⁰⁰
	6" AC BERM		
31	Minimum charge	Minimum Charge	\$ 1,500 ⁰⁰
32	100 LF to 500 LF	Lineal Foot	\$ 3. ⁰⁰
33	501 LF to 1000 LF	Lineal Foot	\$ 2. ⁵⁰
34	1001 LF to 3000 LF	Lineal Foot	\$ 2. ⁰⁰
	ROUGH GRADE GRASS OR DIRT AREA, INCLUDING REMOVAL, AND PLACE AVERAGE 3" AC PAVING		
35	Minimum charge	Minimum Charge	\$ 1,750 ⁰⁰
36	100 SF to 500 SF	Square Foot	\$ 6. ⁰⁰
37	501 SF to 1000 SF	Square Foot	\$ 4. ⁷⁵
38	1001 SF to 3000 SF	Square Foot	\$ 4. ²⁵
39	3001 SF to 6000 SF	Square Foot	\$ 3. ⁰⁰
40	6001 SF to 10,000 SF	Square Foot	\$ 2. ⁵⁰
41	10,001 SF to 15,000 SF	Square Foot	\$ 1. ⁸⁵
42	Place 1" thick AGG base, including removal	Square Foot to each unit	\$ 0. ⁶⁰
	RAMP TRANSITION		
43	Minimum move-in per site	Site	\$ 1,500 ⁰⁰
44	Minimum move-in per ramp	Ramp	\$ 175 ⁰⁰
	REDWOOD HEADERS		
45	2" x 4"	Lineal Foot	\$ 2. ⁵⁰
46	2" x 6"	Lineal Foot	\$ 3. ⁰⁰
	SLURRY		
47	1 SF to 2000 SF	Square Foot	\$ 0. ⁵⁰
48	2001 SF to 10,000 SF	Square Foot	\$ 0. ²⁵
49	10,001 SF to 20,000 SF	Square Foot	\$ 0. ¹²
50	20,001 SF to 40,000 SF	Square Foot	\$ 0. ⁰⁶⁵
51	40,001 SF and over	Square Foot	\$ 0. ⁰⁶
	STRIPING		
52	3" wide	Lineal Foot	\$ 0. ³⁵
53	Miscellaneous legends	Lineal Foot	\$ 0. ⁴⁵
	SEALCOAT – unit prices indicate one coat application		
54	1 SF to 2000 SF	Square Foot	\$ 0. ⁵⁰
55	2001 SF to 10,000 SF	Square Foot	\$ 0. ²⁰

Item #	SEALCOAT – unit prices indicate one coat application		Bid Price
56	10,001 SF and over	Square Foot	\$ 0.075
57	CONCRETE CURB	Lineal Foot	\$ 10.00
58	GUTTER	Square Foot	\$ 7.50
59	ASPHALT RAMP EXTENSION – typically 4' x 5', 0 – 3" thick	Each	\$ 250.00
60	CRACK REPAIR – grind and fill	Lineal Foot	\$ 0.70
61	CONCRETE FLOW LINE – 3' x 6"	Lineal Foot	\$ 10.00
62	GRIND ASPHALT AT CONCRETE EDGES TO MATCH ELEVATIONS	Lineal Foot	\$ 2.25
63	CONCRETE DRAIN BOX 12" X 12" X 12" WITH TRAFFIC GRATE IN ASPHALT OR CONCRETE	Each	\$ 200.00
	SCHEDULE 40 PVC DRAIN PIPE		
64	In dirt	Lineal Foot	\$ 0.60
65	In asphalt	Lineal Foot	\$ 0.60
66	In concrete	Lineal Foot	\$ 0.60
67	FLATWORK – 4" concrete	Square Foot	\$ 2.60
	OPERATED EQUIPMENT		
68	Backhoe	Hour	\$ 115.00
69	Dump truck	Hour	\$ 80.00
70	Roller	Hour	\$ 95.00
71	Skip loader	Hour	\$ 95.00
72	Bobcat	Hour	\$ 115.00
73	Water truck	Hour	\$ 75.00
74	Blade	Hour	\$ 125.00
75	950 loader	Hour	\$ 140.00
76	LABOR – not covered in unit prices		\$ 75.00
77	MINIMUM CHARGE FOR ANY JOB	Lump Sum	\$ 1,500.00

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BEN'S ASPHALT, INC.

Bid No. 1011-01 – Asphalt Paving, Sealcoating and Repair called for an original contract period of July 1, 2010 through June 30, 2011, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with Ben's Asphalt, Inc., pursuant to Bid No. 1011-01, shall be extended an additional 12 months, for the period July 1, 2011, through June 30, 2012 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on June 13, 2012.

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

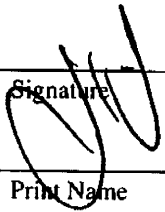
DISTRICT

CONTRACTOR

Capistrano Unified School District

Ben's Asphalt, Inc.

By: 
Signature

By: 
Signature

Terry Fluent

JOHN SKEFFINGTON
Print Name

Director, Purchasing

C.F.O.
Title

Date: 7/18/11

Date: 6/23/11

CAPISTRANO UNIFIED SCHOOL DISTRICT

Bid No. 1011-01 – Asphalt Paving, Sealcoating and Repair
Ben's Asphalt

BID PRICE SHEET
JULY 1, 2011 – JUNE 30, 2012

			Proposed Pricing July 1, 2011 – June 30, 2012
Item #	3" R and R		
1	Minimum charge	Min Charge	\$ 15.00
2	100 SF to 500 SF	SqFt	\$ 4.00
3	501 SF to 1000 SF	SqFt	\$ 2.50
4	1001 SF to 3000 SF	SqFt	\$ 2.25
5	3001 SF to 6000 SF	SqFt	\$ 2.00
	4" R and R		
6	Minimum charge	Min Charge	\$ 15.00
7	100 SF to 500 SF	SqFt	\$ 6.00
8	501 SF to 1000 SF	SqFt	\$ 4.25
9	1001 SF to 3000 SF	SqFt	\$ 3.50
10	3001 SF to 6000 SF	SqFt	\$ 3.00
	6" R and R		
11	Minimum charge	Min Charge	\$ 17.50
12	100 SF to 500 SF	SqFt	\$ 9.00
13	501 SF to 1000 SF	SqFt	\$ 6.00
14	1001 SF to 3000 SF	SqFt	\$ 5.50
15	3001 SF to 6000 SF	SqFt	\$ 4.75
	SKIN PATCH - various locations - average 1/2" - 1" thick		
16	Minimum charge	Min Charge	\$ 15.00
17	100 SF to 500 SF	SqFt	\$ 11.25
18	501 SF to 1000 SF	SqFt	\$ 1.75
19	1001 SF to 3000 SF	SqFt	\$ 1.00
20	3001 SF to 6000 SF	SqFt	\$ 0.60

**Proposed
Pricing
July 1, 2011 -
June 30, 2012**

	OVERLAY – one location, "Petromat" fabric with 1½" overlay		
21	Minimum charge	Min Charge	\$ 1250
22	500 SF to 1000 SF	SqFt	\$ 3.00
23	1001 SF to 5000 SF	SqFt	\$ 1.25
24	5001 SF to 10,000 SF	SqFt	\$ 1.00
25	10,001 SF to 20,000 SF	SqFt	\$ 0.95
26	20,001 SF to 40,000 SF	SqFt	\$ 0.85
	OTHER		
27	Place 1" additional thickness asphalt	SqFt to each unit	\$ 0.30
28	Place 1" additional thickness asphalt – including removal	SqFt to each unit	\$ 0.80
Item #	SPEED BUMPS – Average 35' long		
29	Minimum charge	Min Charge	\$ 500
30	Bumps	Each	\$ 125
	6" AC BERM		
31	Minimum charge	Min Charge	\$ 1,500
32	100 LF to 500 LF	LinFt	\$ 3.00
33	501 LF to 1000 LF	LinFt	\$ 2.50
34	1001 LF to 3000 LF	LinFt	\$ 2.00
	ROUGH GRADE GRASS OR DIRT AREA, INCLUDING REMOVAL, AND PLACE AVERAGE 3" AC PAVING		
35	Minimum charge	Min Charge	\$ 1,750
36	100 SF to 500 SF	SqFt	\$ 6.00
37	501 SF to 1000 SF	SqFt	\$ 4.75
38	1001 SF to 3000 SF	SqFt	\$ 4.25
39	3001 SF to 6000 SF	SqFt	\$ 3.00
40	6001 SF to 10,000 SF	SqFt	\$ 2.50
41	10,001 SF to 15,000 SF	SqFt	\$ 1.85
42	Place 1" thick AGG base, including removal	SqFt to each unit	\$ 0.60
	RAMP TRANSITION		
43	Minimum move-in per site	Site	\$ 1500

			Proposed Pricing July 1, 2011 – June 30, 2012
44	Minimum move-in per ramp	Ramp	\$ 18.00
	REDWOOD HEADERS		
45	2" x 4"	LinFt	\$ 2.50
46	2" x 6"	LinFt	\$ 3.00
	SLURRY		
47	1 SF to 2000 SF	SqFt	\$ 0.50
48	2001 SF to 10,000 SF	SqFt	\$ 0.25
49	10,001 SF to 20,000 SF	SqFt	\$ 0.12
50	20,001 SF to 40,000 SF	SqFt	\$ 0.065
51	40,001 SF and over	SqFt	\$ 0.06
	STRIPING		
52	3" wide	LinFt	\$ 0.35
53	Miscellaneous legends	LinFt	\$ 0.20
	SEALCOAT – unit prices indicate one coat application		
54	1 SF to 2000 SF	SqFt	\$ 0.50
55	2001 SF to 10,000 SF	SqFt	\$ 0.20
Item #	SEALCOAT – unit prices indicate one coat application		Bid Price
56	10,001 SF and over	SqFt	\$ 0.075
57	CONCRETE CURB	LinFt	\$ 10.00
58	GUTTER	SqFt	\$ 7.50
59	ASPHALT RAMP EXTENSION – typically 4' x 5', 0 – 3" thick	Each	\$ 250.00
60	CRACK REPAIR – grind and fill	LinFt	\$ 0.70
61	CONCRETE FLOW LINE – 3' x 6"	LinFt	\$ 10.00

			Proposed Pricing July 1, 2011 – June 30, 2012
62	GRIND ASPHALT AT CONCRETE EDGES TO MATCH ELEVATIONS	LinFt	\$ 2.25
63	CONCRETE DRAIN BOX 12" X 12" X 12" WITH TRAFFIC GRATE IN ASPHALT OR CONCRETE	Each	\$ 200. ⁰⁰
	SCHEDULE 40 PVC DRAIN PIPE		100.00
64	In dirt	LinFt	\$ 0.60
65	In asphalt	LinFt	\$ 0.60
66	In concrete	LinFt	\$ 0.60
67	FLATWORK – 4" concrete	SqFt	\$ 2.60
	OPERATED EQUIPMENT		
68	Backhoe	Hour	\$ 115. ⁰⁰
69	Dump truck	Hour	\$ 80. ⁰⁰
70	Roller	Hour	\$ 95. ⁰⁰
71	Skip loader	Hour	\$ 95. ⁰⁰
72	Bobcat	Hour	\$ 115. ⁰⁰
73	Water truck	Hour	\$ 75. ⁰⁰
74	Blade	Hour	\$ 125. ⁰⁰
75	950 loader	Hour	\$ 140. ⁰⁰
76	LABOR – not covered in unit prices		\$ 75. ⁰⁰
77	MINIMUM CHARGE FOR ANY JOB	Lump Sum	\$ 1500. ⁰⁰

Capistrano Unified School District

Bid No. 1213-01 - Plumbing Service

Bid Opening

Thursday, April 26, 2012, 10:00 a.m.

BID PRICE TABULATION

Award for base bid will be determined by select line items representing the most common District projects at a weight percentage.

		First Class Plumbing Co.			Pacific Plumbing Co. of Santa Ana			Verne's Plumbing, Inc.		
Percent	Line Item	Description	Unit Price	Weighted Calculation	Unit Price	Weighted Calculation	Unit Price	Weighted Calculation	Unit Price	Weighted Calculation
40%	1	Journeyman Plumber, hourly	\$ 125.00	\$ 50.00	\$ 83.00	\$ 33.20	\$ 95.90	\$ 38.36		
35%	2	Apprentice Plumber - 70% or greater, hourly	\$ 75.00	\$ 25.25	\$ 58.00	\$ 20.30	\$ 75.80	\$ 26.53		
15%	4	Backhoe w/Operator, hourly	\$ 65.00	\$ 9.75	\$ 100.00	\$ 15.00	\$ 145.00	\$ 21.75		
10%	6	Compactor, hourly	\$ 58.00	\$ 5.80	\$ 10.00	\$ 1.00	\$ 65.00	\$ 6.50		
		Total Weighted Calculation		\$ 90.80		\$ 69.50		\$ 93.14		

XIII. AGREEMENT

THIS AGREEMENT, dated May 24, 2012, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "DISTRICT"), and Pacific Plumbing Company of Santa Ana, (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as **BID NO. 1213-01, PLUMBING SERVICE**, according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay the CONTRACTOR, for work performed under this Agreement, at the line item prices as specified in attached bid price sheet, Exhibit A.

4. The work shall be commenced on or before the seventh (7th) day after receiving the DISTRICT'S Purchase Order and shall be completed within the time specified by Director of Maintenance/Operations and Construction or Designee on behalf of the DISTRICT. The initial term of this agreement will be for one year, with two (2) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **two hundred dollars (\$200.00)** for each calendar day of delay until work is completed and accepted

6. **Termination for Cause or Nonappropriation.** In the event CONTRACTOR defaults in the performance of the Agreement or if there is a nonappropriation of funds or insufficient funds, then this Agreement shall terminate or be suspended as set forth in General Conditions – Default by Contractor.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed

by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or

- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in the General Conditions - Insurance. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries
including accidental death, to any one
person in an amount not less than **\$1,000,000.00**

and

Subject to the same limit for each
person on account of one accident,
in an amount not less than **\$1,000,000.00**

Property Damage Insurance
in an amount not less than **\$1,000,000.00**

Course of Construction
Insurance without exclusion
or limitation in an
amount not less than **\$1,000,000.00**

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Escrow Account: N/A

11. Labor Compliance Program: N/A

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

CAPISTRANO UNIFIED SCHOOL
DISTRICT

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Contractor's License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

CONTRACT TERM

The terms of this base contract is for one year beginning July 1, 2012 through
June 30, 2013, with two (2) one-year renewal terms at the option
of the Board of Trustees.

Annual expenditures under this contract are not to exceed \$150,000.
This amount may be increased by mutual agreement of both parties.

BID PRICE SHEET

- All pricing herein to include all standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- **Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions – Prevailing Wage Rates.**
- Bidders must complete all items, or the bid submitted may be declared non-responsive.
- Low bid to be determined by select line items representing the most common District projects at a weighted percentage.

Award for base bid will be determined by select line items representing the most common District projects at a weighted percentage, to be provided at bid opening.

HOURLY LABOR RATES (Portal to Portal)	Straight Time Per Hour	Overtime Per Hour	Weekend / Holiday Per Hour
1. Journeyman Plumber	\$ 83.00	\$ 124.50	\$ 124.50
2. Apprentice Plumber - 70% or greater	\$ 58.00	\$ 87.00	\$ 87.00
3. Laborer	\$ 51.00	\$ 76.50	\$ 76.50

EQUIPMENT	Rate	Price
4. Backhoe w/Operator. Backhoe to be: Minimum 18 ½' digging depth Minimum 1 cubic yard front bucket Minimum 18" wide compaction wheel	Hourly	\$ 100.00
5. Generator	Hourly	\$ 5.00
6. Compactor	Hourly	\$ 10.00
7. 12 cubic yard dump truck w/Driver	Hourly	\$ 105.00
8. Video analysis	Hourly	\$ 25.00

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that

EXTENSION OF AGREEMENT NO. C1011064

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

STUTZ, ARTIANO, SHINOFF & HOLTZ APC

Consultant Agreement No. C1011064 called for an original contract period of July 1, 2010 through June 30, 2011.

The contract with Stutz, Artiano, Shinoff & Holtz APC, shall be extended an additional 12 months, for the period July 1, 2012 through June 30, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 23, 2012.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$250,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on September 14, 2010, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Stutz, Artiano, Shinoff & Holtz APC

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

2488 Historic Decatur Road
Suite 200
San Diego, CA 92106-6113
619.232.3122
Fax 619.232.3264
www.stutzartiano.com



A Professional Corporation

Daniel R. Shinoff

dshinoff@stutzartiano.com

May 20, 2011

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

**Re: Capistrano Unified School District/Stutz Artiano Shinoff & Holtz
Legal Services - Contract No. C1011064**

Dear Ms. Fluent:

We certainly appreciate the current financial plight of the public education system, and we are pleased to submit the following proposal for continued legal services.

	CURRENT LEGAL FEES:	Proposed Legal Fees for July 1, 2011 - June 30, 2012:	Proposed Legal Fees for July 1, 2012 - June 30, 2013:
Partner	\$180.00/hour	\$180.00/hour	\$180.00/hour
Associate	\$170.00/hour	\$170.00/hour	\$170.00/hour
Paralegal	\$72.00/hour	\$72.00/hour	\$72.00/hour

We are aware our rates are well below market for educational law specialists, and we therefore propose a two-year freeze on our current rates.

We greatly appreciate your consideration and look forward to a continued successful relationship with Capistrano Unified School District.

Very truly yours.

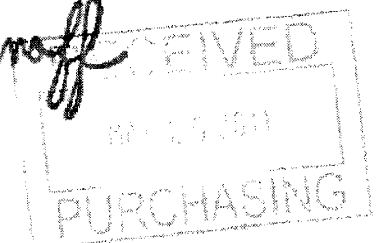
STUTZ ARTIANO SHINOFF & HOLTZ

A Professional Corporation

Daniel R. Shinoff
Daniel R. Shinoff

/rsr

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SAN DIEGO

LOS ANGELES

ORANGE COUNTY

INLAND EMPIRE

LAS VEGAS

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

STUTZ, ARTIANO, SHINOFF & HOLTZ APC

Contract C1011064 called for an original contract period of July 1, 2010 through June 30, 2011 with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education code 17596.

The contract with Stutz, Artiano, Shinoff & Holtz APC pursuant to Contract C1011064, shall be extended an additional 12 months, for the period July 1, 2011, through June 30, 2012 at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Amendment to Agreement, and Board approved on September 14, 2010, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Stutz, Artiano, Shinoff & Holtz APC

By: 
Signature

By: 
Signature

Terry Fluent

Daniel R. Shinoff
Print Name

Director, Purchasing

Owner
Title

Date: 8/22/11

Date: 8/15/11

2488 Historic Decatur Road
Suite 200
San Diego, CA 92106-6113
619.232.3122
Fax 619.232.3264
www.stutzartiano.com



A Professional Corporation

Daniel R. Shinoff

dshinoff@stutzartiano.com

May 20, 2011

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

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We are aware our rates are well below market for educational law specialists, and we therefore propose a two-year freeze on our current rates.

We greatly appreciate your consideration and look forward to a continued successful relationship with Capistrano Unified School District.

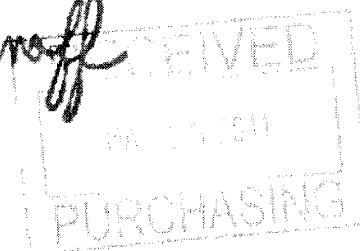
Very truly yours,

STUTZ ARTIANO SHINOFF & HOLTZ
A Professional Corporation

A handwritten signature in black ink that reads "Daniel R. Shinoff".
Daniel R. Shinoff

/rsr

@PFDesktop-ODMA\WORLD\DOUG\DATA\K111\CO\S0051317.WPD



CONSULTANT NAME: Stutz, Artiano, Shinoff & Holtz, APC

Contract No. C1011064



Consultant Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and Stutz, Artiano, Shinoff & Holtz, APC

hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** General legal services as required by District

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on July 1, 2010 and will diligently perform as required and complete performance by June 30, 2011.

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

CONSULTANT NAME: Stutz, Artiano, Shinoff & Holtz, APC Contract No. C1011064

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.

CONSULTANT NAME: Stutz, Artiano, Shinoff & Holtz, APC Contract No. C1011064

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	Stutz, Artiano, Shinoff & Holtz, APC 31 Hutton Centre Drive, Suite 860 Santa Ana, Ca 92707 (714) 424-9728

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

CONSULTANT NAME: Stutz, Artiano, Shinoff & Holtz, APC Contract No. C1011064

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

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

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

- a. Exhibit A Attorney-Client Retainer Agreement/Fee Schedule
- b. Exhibit B Hold Harmless
- c. Exhibit C Insurance Requirements

CONSULTANT NAME: Stutz, Artiano, Shinoff & Holtz, APC Contract No. C1011064

This AGREEMENT is entered into this 15th Day of September 2010.

DISTRICT:

CONSULTANT:

By: Terry Fluert
Terry Fluert, Director of Purchasing

By: Daniel R. Shinoff
Signature

Daniel R. Shinoff
Printed Name

Owner
Title

September 14, 2010
Board Approval Date

95-3681411
Social Security or Taxpayer Identification

ATTORNEY - CLIENT RETAINER AGREEMENT

This document (the "Agreement") is the written fee contract that California law requires lawyers to have with their clients. We, Stutz Artiano Shinoff & Holtz, APC ("Attorneys"), agree to provide legal services to Capistrano Unified School District, (the "District") on the terms set forth below:

1. **SCOPE OF SERVICES:** The District retains us as its Attorneys for the purposes of providing general legal advice and counsel as the District shall from time to time require. We will represent the District on specific litigation as instructed and we will provide research and advise of specific issues as requested by the Superintendent, or the President of the Board.

We will provide all legal services reasonably requested to represent the District's interest.

2. **CLIENT'S DUTIES:** The Client is the District and not any individual, Board member or administrator. The District agrees to provide specific instruction where services are requested, to abide by this agreement and to pay our bills on time and to cooperate and require its employees to cooperate with us in any activities we undertake on the District's behalf.

3. **LEGAL FEES:** The District agrees to pay for legal services as follows:

- a. Paralegal services at \$72.00 per hour;
- b. Associate attorneys' time at \$170.00 per hour; and
- c. Partner's time at \$180.00 per hour.

No fee will be charged for general clerical or secretarial services.

Exhibit A (Page 1 of 3)

Bills will be sent monthly, stating clearly the amount, rate, basis for calculation, description and date of service. The District agrees to pay each bill within 30 days. Interest at the rate of 10% may be charged on any unpaid balance.

4. COSTS: All costs, disbursements and litigation expenses are the responsibility of the District. Costs are those expenses which must be paid to third parties or otherwise incurred in the course of the representation. Costs include, but are not limited to, court fees, service or process charges, photocopying services, notary fees, computer assisted legal research, long distance telephone charges, messenger and delivery fees, postage, in-office photocopying at \$.15 per page, facsimile charges, deposition costs, parking fees, mileage at IRS standard business rate, investigation expenses, consultant or expert witnesses and similar items. We agree to obtain written consent before incurring any outside services.

5. NEGOTIATION OF FEES: Attorneys' fees are not set by law, but rather are negotiable between the attorney and client.

6. ARBITRATION CLAUSE: Client and Law Firm are agreeing to have any and all disputes (except where Client may request arbitration of a fee dispute by the State Bar) that arise out of, or relate to this Agreement, including but not limited to claims of negligence or malpractice arising out of or relating to the legal services provided by Law Firm to Client, decided only by binding arbitration in accordance with the provisions of the Code of Civil Procedure section 1280 *et seq.*, and not by court action, except as provided by California law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Law Firm and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with, and to the full extent allowed by, the

California Rules of Civil Procedure section 1283.05. Client, however, may request arbitration of a fee dispute by the State Bar or San Diego County Bar Association as provided by Business and Professions Code Section 6200, *et seq.*

7. **ERROR AND OMISSIONS INSURANCE:** Attorneys maintain errors and omissions insurance coverage applicable to the services to be rendered under this agreement.

8. **DURATION:** This agreement shall continue unless terminated by either party. Termination shall be effective upon written notice.

DATED: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Dr. Joseph Farley, Superintendent

DATED: _____

STUTZ ARTIANO SHINOFF & HOLTZ, APC

By: _____
Daniel R. Shinoff

Consultant Name: Stutz, Artiano, Shinoff & Holtz, APC

Contract No. C1011064



Hold Harmless and Indemnification

Attorney agrees to and shall defend, indemnify and hold harmless the District, its Governing Board, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter, contractual liability, and damage to property sustained or claimed to have been sustained arising out of the activities/services rendered by Attorney, its officers, agents and employees or its subcontractors, whether authorized by this Agreement or not. Attorney further agrees to waive all rights of subrogation against the District. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of District or any of its agents or employees.

Exhibit B

Consultant Name: Stutz, Artiano, Shinoff & Holtz, APC Contract No. C1011064



Insurance

Attorney shall procure and maintain, during the term of this Agreement, policies of insurance with insurers and coverage forms satisfactory to the District and with a minimum A.M. Best rating of A/VII as follows:

- Commercial General Liability \$1,000,000 minimum limit per occurrence
 incl. Contractual Liab., and \$2,000,000 minimum general aggregate
 Broad Form Property Damage
- Professional Liability: \$1,000,000 minimum limit per occurrence
 (Errors & Omissions) \$2,000,000 minimum general aggregate
- Automobile Liability: \$1,000,000 minimum limit per occurrence
- Workers' Compensation: As required by the California Labor Code
- Employers' Liability: \$1,000,000 minimum limit

Attorney shall provide to the District evidence of the required insurance by issuance of an original Certificate of Insurance at least ten days prior to the beginning of the term of this Agreement. Such certificate shall contain a 30 days written notice of cancellation or reduction in coverage. Any lapse of insurance coverage required by this Agreement shall be a breach of the Agreement and grounds for immediate termination of this Agreement by District.

Exhibit C

Page 1 of 2

Consultant Name: Stutz, Artiano, Shinoff & Holtz, APC Contract No. C1011064

The Capistrano Unified District, it's Board, officers, agents and employees shall be named an Additional Insured, by separate endorsement, to Attorney's Commercial General Liability (not Professional Liability) and Automobile Liability policies. Any insurance or self-insurance maintained by Attorney shall be primary and any insurance or self-insurance maintained by District shall be non-contributing.

The insurance coverage's and limits required shall not in any way limit the liability of Attorney.

Governing Law

This Agreement shall be governed by the laws of the State of California with venue to Orange County, California.

Severability

If any provisions of this Agreement are held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of the Agreement shall be legal, valid and enforceable.

Waiver

The waiver by District of a breach of any provision of the Agreement by Attorney shall not operate or be construed as a waiver of any other or subsequent breach by Attorney.

Exhibit C

Page 2 of 2

2011/2012 Agreements

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	RATIFY	APPROVAL	VENDOR	SERVICES	INITIAL CONTRACT TERM	NOT TO EXCEED
PSA	1112117	3	Special Ed	X		Dr. Perry David Passaro	Psychoeducational assessment for CUSD students	5/01/12-6/30/13	\$ 10,000.00
PSA	1112118	3	Special Ed		X	Lauren Franke	Psychoeducational assessment for CUSD students	5/24/12-6/30/13	\$ 8,000.00

EXHIBIT 22



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of May 24, 2012, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

LAUREN FRANKE

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

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$ 8000.00 in aggregate under this Agreement..

Term of Agreement. The term of this base Agreement is 5/24/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONSULTANT

By: _____

Signature: _____

Name: Terry Fluent

Name: _____

Title: Director, Purchasing

Title: _____

Board Approval Date: _____

Address: _____

Email Address: _____

FEIN/SSN _____

EXHIBIT A
FEE SCHEDULE

LAUREN FRANKE PSY.D. CCC-SP
CLINICAL PSYCHOLOGIST/SPEECH LANGUAGE PATHOLOGIST
1600 PACIFIC COAST HIGHWAY SUITE C
SEAL BEACH, CA. 90740
(562) 743-8031
Email: laurenkfranke@gmail.com

Fee Information

Fees are an important issue to anyone receiving professional services. This sheet was prepared to clarify my fee policies.

Fee Rates

Psychological, Educational, ADHD, Speech and Language Testing etc:

\$150.00 per 45/50-minute session

\$150.00 per hour for record review, data analysis and report preparation

\$150.00 per 45/50-minute session follow-up sessions to review results

Individual and Family Psychotherapy

\$150.00 per 45/50-minute session. Longer or shorter sessions are prorated from this basic fee (e.g. 25 min. = \$80.00). Therapy fees include charges for letters, reports, and consultation with other professionals. Telephone calls of 10 minutes or longer are billed according to this rate.

Speech/Language Therapy

\$150.00 per 45/50-minute session

\$80.00 per 25/30-minute session

Therapy fees include charges for letters, reports, and consultation with other professionals. Telephone calls of 10 minutes or longer are billed according to this rate.

School visits/ Meetings, In-service presentations

\$150.00 per hour

Methods of Payment: check, cash
Payment is due when service is rendered.

By: _____ Date: _____

SPECIAL CONDITIONS
EXHIBIT B

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company, or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

Upon completion of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: _____ Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of May 24, 2012, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

Dr. Perry David Passaro

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

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$10,000.00 in aggregate under this Agreement..

Term of Agreement. The term of this base Agreement is 5/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONSULTANT

By: _____

Signature: _____

Name: Terry Fluent

Name: _____

Title: Director, Purchasing

Title: _____

Board Approval Date: _____

Address: _____

Email Address: _____

FEIN/SSN _____


ANXIETY AND DEPRESSION CENTER
COGNITIVE BEHAVIOR THERAPY SPECIALISTS

ASSESSMENT FEE SCHEDULE

Psycho educational Assessment..... \$2750.00
Independent Educational Evaluation

Includes diagnostic interview, psychological testing, record review, and written report with conclusions and recommendations.

A school and or home visit site visit if needed is billed at an additional \$250 per hour in quarter hour increments. Any travel time will be billed at \$250/hour in one quarter hour increments.

Attendance at Individual Educational Plan meetings..... \$250/hour

Additional billing will be for preparation, record review, consultations, travel time, waiting time and attendance at the meeting.

Psycho educational Assessment Estimated Cost with visitation and IEP attendance..... \$3750.00
Attendance at legal or administrative hearings/meetings..... \$300/hour

Billing will be for preparation, record review, consultations, travel time, waiting time and attendance at the meeting.

Additional Services \$250/hour
Functional Behavioral Assessment/Behavioral Intervention Plan.....\$2,260.00

Includes diagnostic interview, record review, school and or home visit, written Functional Behavioral Assessment with Behavioral Intervention Plan and attendance at IEP meeting.

Additional Services \$250/hour

By: _____

Date: _____

1500 QUAIL STREET
 SUITE 260
 NEWPORT BEACH, CA 92660
 (949) 222-2848 • (949) 863-1148 FAX
 ANXIETYANDDEPRESSIONCENTER.COM

DENNIS GREENBERGER, PH.D
 JANINE SCHROTH, PH.D
 PERRY PASSARO, PH.D
 LICENSED PSYCHOLOGISTS

SPECIAL CONDITIONS

EXHIBIT B

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company, or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

Upon completion of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

By: _____ Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 23, 2012
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Beekman, Julie	Student Supvr	Voluntary	10/19/2004	06/21/2012
2. Beneabou, Ryan	ASB Worker	District Initiated	02/06/2012	04/26/2012
3. Bennett, Hayley	Sub Student Supvr	District Initiated	06/07/2011	06/30/2012
4. Bias, Amy	Inst Asst	Voluntary	10/31/2011	05/14/2012
5. Brown, Patricia	Sub Academic Advisor	Voluntary	01/01/2008	06/30/2012
6. Castorena, Anthony	MS Campus Supvr	Moving	10/11/2010	05/04/2012
7. Corder, Robert	ASB Worker	District Initiated	09/01/2011	05/14/2012
8. Crouse, Darla	Sub Clerk	Voluntary	03/03/2011	06/30/2012
9. Dunn, Sasha	Sub Inst Asst-Sp Ed	District Initiated	08/25/2011	06/30/2012
	Sub IF-Sp Ed			
	Sub Inst Asst-Sp Ed			
	Presch			
10. Gelat, Jennifer	IF-Sp Ed	Moving	02/02/2012	06/01/2012
11. Gomez, Lydia	Blngl Clerk	Voluntary	10/18/2011	05/28/2012
12. Griego, Clarice	IF-Sp Ed	Voluntary	02/08/2000	06/21/2012
13. Keck, Delores	Sub Clerk	Voluntary	06/20/2005	06/30/2012
14. Pena-Marconi, Juliana	Blngl Comm Svcs Liaison	Moving	03/02/2012	06/08/2012
15. Taylor, Margaret	Student Supvr	Personal	08/13/2008	06/21/2012

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
16. Graver, Diane	Clerk	\$15.16 hr	R23-1	06/28/2012
17. Sanchez, Luis	Groundskeeper	\$16.74 hr	R27-1	05/24/2012

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
18. Balderas Olea, Juan	Student Worker	\$ 8.00 hr	04/19/2012-06/30/2012
19. Jenkins, Nicky	Student Worker	\$ 8.00 hr	04/16/2012-06/30/2012
20. Mills, Havion	Student Worker	\$ 8.00 hr	04/11/2012-06/30/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 23, 2012
Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
21. Braun, Tyler	Volleyball, Boys	Dana Hills HS	\$2,600.00	02/24/2012- 05/02/2012
22. Donahoe, Matthew	Baseball, (Asst)	Capistrano Valley HS	\$1,000.00	02/24/2012- 05/11/2012
23. Lane, Kevin	Volleyball, Boys Varsity (Asst)	San Clemente HS	\$2,530.00	02/13/2012- 05/02/2012
24. Perez, Elias	Volleyball, Boys (Asst)	Tesoro HS	\$2,174.05	02/04/2012- 05/02/2012

APPROVE PROMOTION

<u>Name</u>	<u>Former Classification</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
25. McKinney, Matthew	TSS I (12mo/40hpw)	TSS III (Temp/40hpw)	R48-3	05/02/2012- 06/30/2012

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
26. Crowe, Carmen	BIngl Comm Svcs Liaison NTE 2.5 hrs (Translate during parent presentation)	05/08/2012
27. Penny, Fabiane	BIngl Comm Svcs Liaison NTE 6.5 hrs (Translate for IEP meetings and conferences)	04/18/2012- 05/03/2012
28. Robleto, Sergio	BIngl Comm Svcs Liaison NTE 4 hrs (Translate for IEP meetings and conferences)	05/04/2012- 05/16/2012
29. Sandino, Claudia	BIngl Comm Svcs Liaison NTE 4 hrs (Translate for IEP meeting and conference)	04/04/2012
30. Tavernetti, Carmen	BIngl Comm Svcs Liaison NTE 4 hrs (Translate for IEP meeting and conference)	05/18/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 23, 2012
Certificated Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Brown, Jeanette	Teacher	Deceased	09/04/1998	05/07/2012
2. Czarnecki, David	Teacher	Personal	09/09/2011	06/21/2012
3. Hopkins, Amy	Teacher	Child Care	08/27/2001	06/21/2012
4. Looney, Carol	Substitute Teacher	Voluntary	02/09/2010	05/17/2012
5. Robinson, Lauren	Teacher	Personal	08/19/2005	06/30/2012

APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

6. Deller, Sunae

7. York, Karissa

APPROVE NATIONAL BOARD CERTIFIED TEACHER

<u>Name</u>	<u>Stipend</u>	<u>Effective Date</u>
8. Lederman, Sue	\$1,087.00	09/07/2011- 06/21/2012

APPROVE 6/5th ASSIGNMENT 2nd SEMESTER

9. Takach, Eric**

* Special Education Teacher

** Not enough courses to hire an additional teacher (sections are within the site's staffing allocation)

APPROVE ADDITIONAL ASSIGNMENTS

ADD/SIOP Initiative – Multiple Sites

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour
04/25/2012-06/21/2012

10. Arthur, Jeanie	14. Hurlbut, Dana
11. Eberhart, Janis	15. Jacques, Heather
12. Fredrick, Krickette	16. Milner, Elizabeth
13. Hann, Sue	17. Nielson, Susan

ELD Duties – Kinoshita Elem

Not to exceed 40 hours non-instructional pay @ \$30.00 per hour
09/07/2011-06/30/2012

18. Pedraza, Jose Luis

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 23, 2012
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Grade Level Planning – Las Palmas Elem

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour
04/30/2012-06/21/2012

- | | |
|---------------------|-------------------------|
| 19. Brannam, Andrea | 22. Morrison, Catherine |
| 20. Giraud, Jamie | 23. Rhodes, Mariela |
| 21. Junco, Juliana | 24. Villalobos, Claudia |

Leadership Team – Viejo Elem

Not to exceed 10 hours non-instructional pay @ \$30.00 hour
04/20/2012-06/20/2012

- | | |
|----------------------|-----------------------|
| 25. Becerra, Jesus | 30. Martin, Chris |
| 26. Belmont, Kim | 31. O'Halloran, Karen |
| 27. Farias, Sandra | 32. Price, Barbara |
| 28. Fernandez, Irma | 33. Rucker, Michelle |
| 29. Jalalian, Denyve | 34. Victa, Cleo |

SIOP-Cadre Teacher – Dana Hills HS

Not to exceed 12 hours non-instructional pay @ \$30.00 per hour
09/07/2011-06/20/2012

- | | |
|-----------------------|-----------------------|
| 35. Coghill, Molly | 38. Ploskina, Candace |
| 36. Fermin, Cara | 39. Stirtz, Gail |
| 37. Mortazavi, Jasmin | 40. Wallace, Danielle |

SIOP-Site Lead Teacher – Dana Hills HS

Not to exceed 12 hours non-instructional pay @ \$30.00 per hour
09/07/2011-06/20/2012

- | | |
|--------------------|--------------------------|
| 41. Dyer, Blair | 44. Pettijohn, Constance |
| 42. Horton, Leslie | 45. Reischl, Virginia |
| 43. Ostle, Sabrina | 46. Schwartzberg, Jake |

AP Testing Review – San Clemente HS

Not to exceed 5 hours instructional pay @ \$35.00 per hour
03/01/2012-04/27/2012

- | | |
|----------------------|-----------------------|
| 47. Berg, Erika | 55. McGuire, Carla |
| 48. Dietsch, Jocelyn | 56. Moore, Michael |
| 49. Finnerty, Stacey | 57. Popovich, Marc |
| 50. Jobst, Shelly | 58. Riem, Michelle |
| 51. Kerr, Elizabeth | 59. Satterlee, Robin |
| 52. Kipe, Cecily | 60. Schmidt, Alana |
| 53. Kolasa, Jeffrey | 61. Shick, Allison |
| 54. Lewis, Ann | 62. Sigafos, Kathleen |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 23, 2012
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

AP Testing Review – San Clemente HS (Cont.)

Not to exceed 5 hours instructional pay @ \$35.00 per hour
03/01/2012-04/27/2012

63. Signer, Jeffrey

67. Ward, Robbin

64. Tanaka, Mio

68. Washington, Wendy

65. Tubb, Michael

69. Willsey, Pat

66. Urquidi, Roderick

After School Tutorial – San Clement HS

Not to exceed 30 hours instructional pay @ \$35.00 per hour
05/07/2012-06/22/2012

70. Vo, Phuong

Saturday School Proctor – Tesoro HS

Not to exceed 4 hours instructional pay @ \$35.00 per hour
04/28/2012

71. Ruffer, Stacy

GED Program – Adult Education

Not to exceed 19.5 hours per week pay @ \$32.00 per hour
04/20/2012-06/16/2012

72. Vermeulen, Mary Ann

Home/Hospital Instruction – Education Division

Not to exceed 5 hours per week instructional pay @ \$35.00 per hour
04/27/2012-06/21/2012

73. Shick, Allison

Student Assessments – Special Education

Pay @ \$175.00 per day as needed
04/19/2012-06/21/2012

74. DePass, Lindsey

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
75. Cameron, Bonnie	Outdoor Education, Elementary	Chaparral Elem	\$109.00 per night	04/17/2012- 04/20/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 23, 2012
Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
76. Faris, Tom	Baseball, Varsity (Head)	Dana Hills HS	\$3,478.00	02/24/2012- 05/11/2012
77. Millat, Carrie	Outdoor Education, Elementary	Chaparral Elem	\$ 109.00 per night	04/17/2012- 04/20/2012
78. Perry, Johnnie	Outdoor Education, Elementary	Chaparral Elem	\$ 109.00 per night	04/17/2012- 04/20/2012
79. Takacs, Lynne	Outdoor Education, Elementary	Chaparral Elem	\$ 109.00 per night	04/17/2012- 04/20/2012

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
80. Albelo, Rafael	Tennis, (Asst)	Aliso Niguel HS	\$1,000.00	02/06/2012- 05/04/2012
81. Butler, Peter	Volleyball, Girls	Aliso Niguel HS	\$3,000.00	03/01/2012- 05/31/2012
82. Calentino, Mark	Wrestling	San Clemente HS	\$2,000.00	02/13/2012- 05/04/2012
83. DaSilva, Paul	Accompanist for Choir	Newhart MS	\$1,200.00	09/07/2011- 06/20/2012
84. English, Michelle	Outdoor Education, Elementary	Wagon Wheel Elem	\$ 109.00 per night	05/29/2012- 06/01/2012
85. Faris, Tom	Baseball	Dana Hills HS	\$2,500.00	01/05/2012- 02/12/2012
86. Flores, Julio	Outdoor Education, Elementary	Las Palmas Elem	\$ 109.00 per night	05/18/2012- 05/19/2012
87. Henson, Tom	Science Olympiad Coordinator	Aliso Niguel HS	\$2,000.00	09/01/2011- 04/30/2012
88. Hoffman, Todd	Outdoor Education, Elementary	Wagon Wheel Elem	\$ 109.00 per night	05/29/2012- 06/01/2012
89. Paz Soldan, Paola	Outdoor Education, Elementary	Las Palmas Elem	\$ 109.00 per night	05/11/2012- 05/12/2012
90. Petzold, Dionne	Outdoor Education, Elementary	Wagon Wheel Elem	\$ 109.00 per night	05/29/2012- 06/01/2012
91. Ponce, Dave	Outdoor Education, Elementary	Wagon Wheel Elem	\$ 109.00 per night	05/29/2012- 06/01/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 23, 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>
92. Rhodes, Mariela	Outdoor Education, Elementary	Las Palmas Elem	\$109.00 per night	06/01/2012- 06/02/2012

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
93. Schultz, Brian	Surfing, Varsity (Head)	Capistrano Valley HS	\$326.10	04/21/2012

APPROVE LEAVE OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
94. Wood, Jennifer	Personal	2012-2013

