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

BOARD OF TRUSTEES
Regular Meeting

June 27, 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 **EXHIBIT 3A**
Joseph M. Farley/Jodee Brentlinger/Clark Hampton/Jeff Bristow/
Jon Pearl
Employee Organizations:
1) Capistrano Unified Education Association (CUEA)
2) California School Employees Association (CSEA)
3) Teamsters
4) Unrepresented Employees (CUMA)
(Pursuant to Government Code §54957.6)

B. STUDENT EXPULSIONS **EXHIBITS 3B1-B6**
Deliberations of Findings of Fact and Recommendations
(Pursuant to Education Code §48918{c} and §35145)

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

PUBLIC HEARING: Agenda Item 4 – 2012-2013 Budget Adoption

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

OPEN SESSION AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA – ROLL CALL

REPORT ON CLOSED SESSION ACTION

SPECIAL RECOGNITIONS

Brooke Soto and Ramin Talebi – Perfect Attendance K-12
Raad Ghantous – Designed the California Preparatory Academy Logo Design
Ross Chun and Dr. Mo Entezampour – Assistance with the District's Science, Technology, Engineering, Arts, and Math Initiative

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. RECOMMENDATION OF TENTATIVE AGREEMENT WITH CAPISTRANO UNIFIED EDUCATION ASSOCIATION FOR JULY 1, 2012 – JUNE 30, 2013:

DISCUSSION/ ACTION
Page 1
EXHIBIT 1

The purpose of this agenda item is to seek approval of the tentative agreement between the District and the Capistrano Unified Education Association (CUEA). In addition to the tentative agreement, the Public Disclosure of Collective Bargaining Agreement is included in the exhibit. The total estimated fiscal impact of this agreement is an estimated savings to the District of approximately $30.2 million for the 2012-2013 fiscal year.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the tentative agreement with CUEA for July 1, 2012 – June 30, 2013.

Motion by _____ Seconded by _____

2. **RECOMMENDATION OF TENTATIVE AGREEMENT WITH CAPISTRANO SCHOOL EMPLOYEES ASSOCIATION CHAPTER 224 FOR JULY 1, 2012 – JUNE 30, 2013:** DISCUSSION/ ACTION Page 9 **EXHIBIT 2**

The purpose of this agenda item is to seek approval of the tentative agreement between the District and the California School Employees Association Chapter 224 (CSEA). In addition to the tentative agreement, the Public Disclosure of Collective Bargaining Agreement is included in the exhibit. The total estimated fiscal impact of this agreement is an estimated savings to the District of approximately $7.9 million for the 2012-2013 fiscal year which represents CSEA's portion of targeted budget reductions.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the tentative agreement with CSEA for July 1, 2012 – June 30, 2013.

Motion by _____ Seconded by _____

3. **RECOMMENDATION OF TENTATIVE AGREEMENT WITH TEAMSTERS LOCAL 952 FOR JULY 1, 2012 – JUNE 30, 2013:** DISCUSSION/ ACTION Page 11 **EXHIBIT 3**

The purpose of this agenda item is to seek approval of the tentative agreement between the District and Teamsters, Local 952 In addition to the tentative agreement, the Public Disclosure of Collective Bargaining Agreement is included in the exhibit. The total estimated fiscal impact of this agreement is an estimated savings to the District of approximately $540,000 for the 2012-2013 fiscal year which represents Teamsters' portion of targeted budget reductions.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Staff Recommendation:

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

Following discussion, it is recommended the Board of Trustees approve the tentative agreement between the District and the Teamsters Local 952 for July 1, 2012 – June 30, 2013.

Motion by _____ Seconded by _____

4. **PUBLIC HEARING – 2012-2013 BUDGET ADOPTION:** INFORMATION/ DISCUSSION

The Board will conduct a public hearing on the 2012-2013 Budget adoption. Supporting information is located in Exhibit 5.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Staff Recommendation

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

5. 2012-2013 BUDGET ADOPTION: DISCUSSION/ ACTION Page 17 **EXHIBIT 5**

The District is required by law to adopt a budget for the 2012-2013 fiscal year no later than June 30, 2012, for enactment on July 1, 2012. The budget for 2012-2013 is based upon revenue assumptions outlined within the Governor's May Revise, as well as District-specific assumptions for revenue and expenditures. The following documents are included in the exhibit:

- 2012-2013 Budget for District Funds
- State Criteria and Standards
- School District Certification of the State Criteria and Standards and the Workers' Compensation Certification
- 2012-2013 Guidelines and Assumptions

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 adopt and approve the 2012-2013 Budget.

Motion by _____ Seconded by _____

6. MEMORANDUM OF UNDERSTANDING WITH SADDLEBACK COLLEGE: DISCUSSION/ ACTION Page 19 **EXHIBIT 6**

This past semester, San Juan Hills High School and Saddleback College worked in partnership to implement a comprehensive pilot program to enhance student preparedness and success at Saddleback College. Both Saddleback College and the District found the pilot to be successful and recommend expanding the partnership to other high school campuses, as outlined in the Memorandum of Understanding, beginning September, 2012. There is no financial impact.
CUSD Strategic Plan Pillar 1: Community Relations
CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment
Contact: Julie Hatchel, Assistant Superintendent, Education Services

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

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

Motion by _____ Seconded by _____

7. RECONSIDERATION OF RECENTLY TAKEN ACTION BY THE BOARD OF TRUSTEES: DISCUSSION/ ACTION Page 21 **EXHIBIT 7**

Consistent with the provisions of Board Bylaw 9322(a), Trustee Brick requested the Board reconsider its decision of December 12, 2011, Agenda Item 14A, Proposed School Calendars, concerning the scheduling of fall parent/teacher conferences. The bylaw indicates that a Trustee may request that a topic be placed on the agenda which has been recently considered and acted upon by the Board, providing there is new and relevant information on the topic. Trustee Brick received additional information on the impact of the approved parent/teacher conferences dates and requested the matter be reconsidered. If Trustees approve this request, the matter will be placed on the agenda of the next Board meeting.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Joseph M. Farley, Superintendent

Staff Recommendation
It is recommended the Board President recognize Trustee Brick and determine if there is interest in reconsidering the dates of parent/teacher conferences at the next meeting.

Following discussion, it is recommended the Board of Trustees approve reconsidering the dates of parent/teacher conferences at the July 9, 2012, Board meeting.

Motion by _____ Seconded by _____

8. 2012-2015 MASTER TECHNOLOGY PLAN:

DISCUSSION/ ACTION
Page 25
EXHIBIT 8

The California Department of Education (CDE) requires every school district seeking educational technology and E-rate funding to have an updated technology plan containing specific requirements defined by the CDE. The current five-year plan will expire on July 1, 2012. A three-year technology plan is required before an E-rate applicant may start to receive discounted services. The primary purpose of a technology plan, in addition to meeting state and federal regulations to qualify for funding, is to provide direction for the use of technology within the curriculum to enhance and improve teaching and learning. A budget is a required component of the plan; however, the District is not mandated, nor will be mandated, to allocate funding with the approval of the plan. A draft of the CDE-approved three-year Master Technology Plan can be found online at:
http://tis-capousd-ca.schoolloop.com/cms/page_view?d=x&piid=&vpid=1235193028623
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 approve the updated 2012-2015 Master Technology Plan to support District compliancy with state law and federal E-rate regulations to receive discounted services and potentially qualify for future funding.

Motion by _____ Seconded by _____

9. RESOLUTION NO. 1112-53, REDUCTION OR ELIMINATION OF CERTAIN CERTIFICATED SERVICES:

DISCUSSION/ ACTION
Page 35
EXHIBIT 9

The District and CUEA originally scheduled the 2012 layoff/temporary release hearing for April 18, 2012. Out of the 362 employees who received preliminary notices, approximately 282 requested a hearing and were thereafter deemed "respondents" and subject to the jurisdiction of the Administrative Law Judge (ALJ), responsible for conducting the hearing. Both parties agreed to extend the hearing into June due to the recent *Stockton* decision. The Office of Administrative Hearings granted the request and rescheduled the hearing for June 6, 7, and 8. Since the ALJ only has jurisdiction over respondents, the approximate 80 non-respondents were deemed to have waived their rights, and received final notification of their temporary release on or before May 14, 2012. While the hearing was scheduled for three days, the hearing was completed by 5:00 p.m. on June 6, 2012. The ALJ is expected to provide the District with an advisory decision on or before June 21, 2012. The purpose of this item is to seek approval of the reduction and/or elimination of certificated services. Approval of this resolution provides maximum flexibility as provided the Board in previous years.

It is possible the Board may need to exercise its authority under the Education Code to alter, amend, and otherwise address errors in the ALJ's proposed decision. Education Code §44949(c)(3) states, "the governing board shall make the final determination as to the sufficiency of the cause and disposition," and "{n}one of the findings, recommendations, or determinations contained in the proposed decision prepared by the administrative law judge shall be binding on the governing board." The appropriate method for correcting any errors is by notation and explanation in the Board's final resolution. Since, as of the date of this Board item, the decision of the ALJ has not been received, staff is not able to predict with certainty what changes may be necessary. Given the complexity of the case, the large number of certificated employees involved, and the uncertainty created by the recent *Stockton* decision, staff will thoroughly review the proposed decision and ensure that all appropriate changes are noted and explained in the final resolution.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Staff Recommendation:

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

Following discussion, it is recommended the Board of Trustees approve Resolution No. 1112-53, Reduction or Elimination of Certain Certificated Services.

Motion by _____ Seconded by _____

ROLL CALL:

Trustee Addonizio_____ Trustee Bryson_____

Trustee Alpay _____ Trustee Hatton _____

Trustee Brick _____ Trustee Palazzo _____

Trustee Pritchard _____

10. OLWEUS BULLYING PREVENTION PILOT PROGRAM:

DISCUSSION/ ACTION
Page 37
EXHIBIT 10

Clarence Lobo Elementary School is requesting to pilot the Olweus Bullying Prevention Program (OBPP) throughout the 2012-2013 school year. The Bullying Prevention Initiative of California (BPIC) will consult with the school site for up to three years to ensure the success of the implementation of the program. Staff members will attend a two-day training and receive instructional materials to implement weekly lessons in kindergarten through fifth grade. The goal of OBPP is to reduce existing bullying problems among students, prevent the development of new problems, and achieve better peer relations at school. Additionally, data shows the program will provide an increase in students' test scores and a decrease in absenteeism and dropout rates. There is no financial impact. The OBPP will be grant funded through San Onofre/SONGS and the BPIC.

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools

Contact: Dr. Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the Olweus Bullying Prevention Pilot Program.

Motion by _____ Seconded by _____

11. SECOND READING – REVISION OF BOARD POLICY 5122, PROMOTION/ACCELERATION/RETENTION: DISCUSSION/ ACTION Page 39 **EXHIBIT 11**

Board Policy 5122, *Promotion/Acceleration/Retention*, is the governing policy outlining the promotion, acceleration, or retention of students. The policy was adopted in 1997 and last revised in 1999. The recommended changes will clarify the language and will comply with the law. There is no fiscal impact.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment
Contact: Julie Hatchel, Assistant Superintendent, Education Services

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

Following discussion, it is recommended the Board of Trustees approve the revisions to Board Policy 5122, *Promotion/Acceleration/Retention*.

Motion by _____ Seconded by _____

CONSENT CALENDAR

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

GENERAL FUNCTIONS

12. SCHOOL BOARD MINUTES: Page 45 **EXHIBIT 12**

Approval of the June 11, 2012, regular Board meeting.
Contact: Jane Boos, Manager, Board Office Operations

13. SCHOOL BOARD MINUTES: Page 55 **EXHIBIT 13**

Approval of the June 15, 2012, special Board meeting.
Contact: Jane Boos, Manager, Board Office Operations

CURRICULUM & INSTRUCTION

14. EXPULSION READMISSIONS:

Approval to readmit students from expulsion. Due to the confidential nature of the student expulsion readmission, the supporting information is provided to Trustees under separate cover.

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools
Contact: Julie Hatchel, Assistant Superintendent, Education Services

15. EXPUNGING OF EXPULSION RECORD:

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

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools
Contact: Julie Hatchel, Assistant Superintendent, Education Services

16. SCHOOL MOBILE ASSESSMENT RESOURCE TEAM MEMORANDUM OF UNDERSTANDING: Page 57 **EXHIBIT 16**

Approval of the School Mobile Assessment Resource Team (SMART) Memorandum of Understanding for the 2012-2013 school year. Since July 2001, the SMART team has provided the District with a rapid response law enforcement team to investigate suspected threats on our students and campuses. The idea behind the SMART team is to be proactive rather than reactive in addressing potentially dangerous situations. Its willingness to conduct threat assessments has been highly effective and has resulted in appropriate responses by schools and law enforcement, thus creating a public trust of both organizations. The SMART program extends the capacities of a school to more effectively deal with a suspected threat by handing off the investigation to our law enforcement partners at the appropriate time. Calls to the SMART team have gradually been reduced on our campuses due to the effectiveness of the program. There is no fiscal impact.

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools
Contact: Dr. Julie Hatchel, Assistant Superintendent, Education Services

BUSINESS & SUPPORT SERVICES

17. PURCHASE ORDERS, COMMERCIAL WARRANTS, AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS: Page 83 **EXHIBIT 17**

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2). The expenditures related to the listed purchase orders and commercial warrants included in this item were previously authorized as part of the District's budget approval process. The purchase orders total $4,243,851.70; the commercial warrants total $3,317,878.28. Attachment 3 is a list of previously Board-approved bids and contracts to assist in the review of the purchase order and commercial warrant listings.

CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

18. DONATION OF FUNDS AND EQUIPMENT: Page 113 **EXHIBIT 18**

A number of gifts have been donated to the District, including $352,465.96 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

19. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION AGREEMENT:

Approval of the ratification of special education Informal Dispute Resolution agreement case #24812. 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

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

Approval of an amendment to a special education Informal Dispute Resolution agreement case #7712. 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

21. ADMINISTRATIVE ENCROACHMENT PERMIT AGREEMENT FOR SCHOOL BANNERS NEAR SAN CLEMENTE HIGH SCHOOL: Page 117 **EXHIBIT 21**

Approval of an Administrative Encroachment Permit Agreement to allow placement of school banners on existing city light poles adjacent to San Clemente High School. The terms and conditions of the encroachment permit have been reviewed and approved by the District's legal counsel and the City of San Clemente.

CUSD Strategic Plan Pillar 5: Effective Operations

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

22. MEMORANDUM OF UNDERSTANDING BETWEEN THE DISTRICT AND THE CAPISTRANO-LAGUNA BEACH REGIONAL OCUPATION PROGRAM FOR TECHNICAL SERVICES: Page 127 **EXHIBIT 22**

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

CUSD Strategic Plan Pillar 5: Effective Operations

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

23. MASTER CONTRACT BETWEEN T.E.R.I. INCORPORATED & THE COUNTRY SCHOOL, A NON-PUBLIC SCHOOL: Page 131 **EXHIBIT 23**

Approval of a Master Contract No. 1213068 for special education services to be provided by T.E.R.I. Incorporated & The Country School, a non-public school. The contractor will provide services at the rates indicated in the agreement and paid by special education. Expenditures under this contract are limited to $55,000.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

24. INDEPENDENT CONTRACTOR, MASTER CONTRACT, AND PROFESSIONAL SERVICES AGREEMENTS: Page 149 **EXHIBIT 24**

Approval and ratification of District standardized Independent Contractor, Master Contract, and Professional Services Agreements. The State of California is in financial crisis, and as a result, California school budgets have been cut by 25 percent over the past four years. Because of these significant cuts, staff requests contractors to reduce their fees for services by 10 percent. The expenditures related to the listed agreements were previously authorized as part of the District's budget approval process. The agreements total $5,294,848.

Due to the size of the contract documents, the General Conditions for each type of agreement are posted online on the District's Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 2: Safe & Healthy Schools

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

CUSD Strategic Plan Pillar 5: Effective Operations

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

25. INCOME AGREEMENT BETWEEN ORANGE COUNTY SUPERINTENDENT OF SCHOOLS: Page 283 **EXHIBIT 25**

Ratification of Income Agreement No. 38258 with the Orange County Superintendent of Schools to provide Introduction to Google Docs for Education training for District staff. The contractor will provide services at the rates indicated in the agreement and paid by California Technology Assistance Project Certificates. Expenditures under this contract are limited to $450.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

26. INCOME AGREEMENT BETWEEN ORANGE COUNTY SUPERINTENDENT OF SCHOOLS: Page 289 **EXHIBIT 26**

Ratification of Income Agreement No. 38259 with the Orange County Superintendent of Schools to provide Basics of the Learning Management System Haiku training for District staff. The contractor will provide services at the rates indicated in the agreement and paid by California Technology Assistance Project Certificates. Expenditures under this contract are limited to $350.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

27. INCOME AGREEMENT BETWEEN ORANGE COUNTY SUPERINTENDENT OF SCHOOLS: Page 295 **EXHIBIT 27**

Approval of Income Agreement No. 38052 with the Orange County Superintendent of Schools to provide the services of Jane Vogel for functional vision assessments and consultation for District students. The contractor will provide services at the rates indicated in the agreement and paid by special education funds. Expenditures under this contract are limited to $6,500.

CUSD Strategic Plan Pillar 5: Effective Operations

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

28. MEDI-CAL ADMINISTRATIVE ACTIVITIES PARTICIPATION AGREEMENT BETWEEN ORANGE COUNTY SUPERINTENDENT OF SCHOOLS: Page 301 **EXHIBIT 28**

Approval of Medi-Cal Administrative Activities (MAA) Participation Agreement No. 38233 with the Orange County Superintendent of Schools to provide administrative services related to Medi-Cal reimbursement. Orange County Superintendent of Schools receives 4.5 percent of the quarterly claim received by the District from the state for MAA administration support.

CUSD Strategic Plan Pillar 5: Effective Operations

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

29. AGREEMENT FOR SPECIAL SERVICES BETWEEN SCHOOL SERVICES OF CALIFORNIA, INCORPORATED: Page 317 **EXHIBIT 29**

Approval of Agreement for Special Services with School Services of California, Incorporated to provide fiscal and mandated information services. The contractor will provide services at the rates indicated in the agreement and paid by the general fund. Expenditures under this contract are limited to $5,000.

CUSD Strategic Plan Pillar 5: Effective Operations

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

30. AMENDMENT TO SCHOOL BUS SERVICE AGREEMENT, SANTA MARGARITA CATHOLIC HIGH SCHOOL: Page 321 **EXHIBIT 30**

Approval of Amendment to School Bus Service Agreement No. 10910045 for school bus inspections, servicing, maintenance, repair, parking, and school bus driver training services, as required by Santa Margarita Catholic High School, to be provided by the District. The District increased its fees for vehicle maintenance from $90 per hour to $105 per hour. This agreement provides a positive revenue stream into the District's 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

31. RESOLUTION NO. 1112-52, SIGNATURE AUTHORIZATION: Page 333 **EXHIBIT 31**

Approval of Resolution No. 1112-52 to establish updated signature authorizations. The Orange County Department of Education requires the Board of Trustees to establish the names of administrators authorized to sign payroll notices of employment/changes of status, timesheets, vendor orders for payment, and warrant registers. This resolution authorizes Joseph M. Farley, Superintendent; Clark D. Hampton, Deputy Superintendent, Business and Support Services; Jodee E. Brentlinger, Assistant Superintendent, Personnel Services; Philippa K. Geiger, Executive Director I, Fiscal Services; Cynthia L. Brown, Manager, Fiscal Accounting; and Matthew L. Krause, Manager, Payroll, as the District administrators authorized to sign these documents. The resolution also states that a signature stamp is authorized for Joseph M. Farley, Clark D. Hampton, and Philippa K. Geiger, and only one signature or signature stamp shall be required by the Board of Trustees for processing these documents. There are no financial implications related to adoption of this resolution.

CUSD Strategic Plan Pillar 5: Effective Operations

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

32. INDEPENDENT CONTRACTOR AGREEMENT TO PROVIDE WORKERS' COMPENSATION THIRD PARTY ADMINISTRATION SERVICES, CORVEL ENTERPRISE COMP, INCORPORATED: Page 337 **EXHIBIT 32**

Approval of an Independent Contractor Agreement with Corvel Enterprise Comp, Incorporated to provide workers' compensation third party administration services that includes an integrated claims administration cost containment program, with online services. The contractor will provide services at the rates indicated in the agreement, paid by the general fund. Expenditures under this contract are limit to $322,000 for year one of the contract. The contract may be renewed for subsequent one-year terms upon the written consent of both the consultant and the District.

CUSD Strategic Plan Pillar 5: Effective Operations

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

33. EXTENSION OF RENTAL SERVICE AGREEMENT, CAPO BEACH CALVARY: Page 361 **EXHIBIT 33**

Approval of Extension of Rental Service Agreement No. 1112046 with Capo Beach Calvary to provide designated parking at the District's bus facility for Capo Beach Calvary to use, as needed, for a fee of $75.00 per bus per month. This agreement provides a positive revenue stream into the District's 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

34. EXTENSION OF CONSULTANT AGREEMENT BETWEEN ATKINSON, ANDELSON, LOYA, RUUD & ROMO: Page 369 **EXHIBIT 34**

Approval of the Extension of Consultant Agreement No. C1011052 with Atkinson, Andelson, Loya, Ruud & Romo to provide legal services, as required by the District. The consultant will provide services at the previously negotiated reduced rates. Annual expenditures under this contract are limited to $250,000.

CUSD Strategic Plan Pillar 5: Effective Operations

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

35. EXTENSION OF BID NO. 1112-03, BAKERY PRODUCTS – GOLD STAR FOODS: Page 389 **EXHIBIT 35**

Approval of extension of Bid No. 1112-03 for bakery products to be provided by Gold Star Foods. The contract contains a provision wherein the vendors are required to lock in the pricing for three years subject to a limit on annual increases of no more than the Consumer Price Index (CPI). Staff requested vendors to reduce their pricing at each contract renewal. The pricing in the attached renewal exhibit is either reduced or limited to the CPI increase. This extension provides 20 different bakery items for purchase by Food and Nutrition Services. Gold Star Foods responded and out of the 20 items they provide, 12 items remained at the same price, and 8 items increased in price. The price increases are due to an increase in the cost of staples such as wheat, flour, and dairy products. Annual expenditures under this contract are limited to $132,000 funded by Food and Nutrition Services.

CUSD Strategic Plan Pillar 5: Effective Operations

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

36. EXTENSION OF BID NO. 1011-05, FROZEN FOOD PRODUCTS – GOLD STAR FOODS: Page 405 **EXHIBIT 36**

Approval of extension of Bid No. 1011-05 for frozen food products to be provided by Gold Star Foods. The contract contains a provision wherein the vendors are required to lock in the pricing for three years subject to a limit on annual increases of no more than the Consumer Price Index (CPI). Staff requested vendors to reduce their pricing at each contract renewal. The pricing in the attached renewal exhibit is either reduced or limited to the CPI increase. This extension provides 70 different frozen food items for purchase by Food and Nutrition Services. Gold Star Foods responded and out of the 70 items they provide, 20 items remained at the same price, 28 items increased in price, 19 items decreased in price, and 3 items have been discontinued. The price increases are due to an increase in the cost of staples such as wheat, flour, and dairy products. Annual expenditures under this contract are limited to $2,200,000 funded by Food and Nutrition Services.

CUSD Strategic Plan Pillar 5: Effective Operations

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

37. RATIFICATION CHANGE ORDER #4 – BID NO. 1011-15, SAN JUAN HILLS HIGH SCHOOL STADIUM PHASE II: Page 447 **EXHIBIT 37**

Approval of the ratification of change order #4 related to the stadium at San Juan Hills High School. In a previous action, the Board of Trustees delegated to the Superintendent the authority to approve work orders changing the cost of construction contracts, provided the cost does not exceed $25,000 per individual work order. This change order aggregates various work orders that may consist of additions, deletions, or other revisions that are now being presented to the Board of Trustees for ratification. All such changes in the work are performed under applicable conditions of the change in contract documents. The original contract sum was $1,640.000. The new contract sum including change orders through #4 is $1,727,344.20.

CUSD Strategic Plan Pillar 5: Effective Operations

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

38. AWARD RFQ NO. 2-1213, E-RATE CONSULTANT, NVLS PROFESSIONAL SERVICES, LLC:

Approval of the award of RFQ No. 2-1213, E-rate consultant, to NvLS Professional Services, LLC. On May 14, 2012, the Board of Trustees authorized staff to solicit proposals for E-rate consulting services. The District received six proposals. The proposals were evaluated by staff based on the selection criteria and adherence to submittal requirements. NvLS Professional Services, LLC was selected to remain the District's E-rate consultant based on the evaluation of the firm's qualifications, years of experience, competence in relative experience, and costs. NvLS' proposal clearly demonstrated experience, knowledge, and a proven track record to navigate the complexities of the Federal E-rate program. NvLS Professional Services will support the District in its ability to manage and identify all possible opportunities for available E-rate discounts. Annual expenditures under this contract are limited to $19,000 funded by the general fund. The evaluation criteria and consultant rate sheets are available in the Purchasing Department for review. Contact Terry Fluent (949) 234-9436.

CUSD Strategic Plan Pillar 5: Effective Operations

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

39. PALO VERDE UNIFIED SCHOOL DISTRICT BID #111201, HVAC FILTERS AND INSTALLATION – PACWEST AIR FILTER:

Approval to utilize the Palo Verde Unified School District Bid #111201 HVAC Filters and Installation for the purchase of filters, from PacWest Air Filter, under the same terms and conditions of the public agency's contract. This contract provides competitive set pricing for filters, as needed, throughout the District. Anticipated annual expenditures utilizing this contract are approximately $120,000, funded by routine repair and maintenance. 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 is 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

40. STATE OF MINNESOTA, DEPARTMENT OF ADMINISTRATION, NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS, AND WESTERN STATES CONTRACTING ALLIANCE CONTRACT NO. B27160 AWARDED TO DELL MARKETING L.P., CALIFORNIA PARTICIPATING ADDENDUM:

Approval to utilize the State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27160 awarded to Dell Marketing L.P., and approved for usage in the State of California pursuant to the California Participating Addendum, for the purchase of computer equipment, peripherals, and related services. The District can utilize such contracts pursuant to California Public Contract Code §10298, 10299, and 12100 et. seq. without going to bid. The contract prices offered by Dell Marketing have been assessed to be fair, reasonable, and competitive. District staff has determined that it is in the best interest of the District to utilize the contract awarded to Dell Marketing. Annual expenditures utilizing this contract are limited to $2,000,000 for the purchase of computer equipment, peripherals, and related services, funded by various sources, including but not limited, to gift, grants, and general funds.

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

CUSD Strategic Plan Pillar 5: Effective Operations

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

PERSONNEL SERVICES

41. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES: Page 465 **EXHIBIT 41**

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

42. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES: Page 479 **EXHIBIT 42**

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

Motion by _____ Seconded by _____

ROLL CALL:

Trustee Addonizio_____ Trustee Bryson_____

Trustee Alpay _____ Trustee Hatton _____

Trustee Brick _____ 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, JULY 9, 2012, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

REASONABLE ACCOMMODATION

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 27, 2012

RECOMMENDATION OF TENTATIVE AGREEMENT WITH CAPISTRANO UNIFIED EDUCATION ASSOCIATION FOR JULY 1, 2012 – JUNE 30, 2013

BACKGROUND INFORMATION

The current contract with the Capistrano Unified Education Association (CUEA) expires on June 30, 2012. On March 28, 2012, the Board took action to approve the District's proposal to begin negotiations with CUEA for the 2012-2013 school year. Like other California school districts, Capistrano Unified School District faced unprecedented economic challenges while developing the 2012-2013 District budget.

Governor Brown's budget proposal was presented in January, 2012. Depending on whether or not a state-wide funding initiative is approved by voters, the worst-case budget scenario for the District requires $51 million in budget reductions.

To publicize the challenge of the 2012-2013 budget District officials conducted over 25 budget presentations to employee organization leaders, staff members, parents, and the public. A cornerstone of the budget message was that multiple and difficult budget reductions and changes would be required to generate the funding needed to balance the District budget. These reductions and changes included salary reductions, furlough days, with a corresponding salary decrease, a salary schedule freeze, and a class size increase. Working within the parameters of such a budgeting approach, and updated information contained in the Governors recent budget revision, CUEA and District representatives met on May 24, May 31, and June 12, 2012, to reach a tentative agreement.

CUEA and District negotiators acknowledged the importance of acquiring $51 million in budget reductions through the collective bargaining agreement. Meeting this objective, a tentative agreement was reached on June 12, 2012, which includes a salary schedule step freeze from July 1, 2012, through December 31, 2012, five instructional furlough days, and a class size increase. In addition, the agreement addresses additional reductions necessary in the event of any mid-year cuts to the District's budget.

Government Code §3547 (d) provides the public a "reasonable time" to review the tentative agreement after negotiations have taken place. As a discussion/action item on the agenda, this affords the public a reasonable time, as required by law. In addition the Public Disclosure of the Collective Bargaining Agreement is included also required by law.

CURRENT CONSIDERATIONS

The purpose of this agenda item is to seek approval of the tentative agreement between the District and CUEA. In addition to the tentative agreement, the Public Disclosure of Collective Bargaining Agreement is attached.

FINANCIAL IMPLICATIONS

The total estimated fiscal impact of this agreement is a savings to the District of approximately $30.2 million for the 2012-2013 fiscal year. This amount addresses the District's obligation to account for the $51 million worst-case scenario budget reductions.

STAFF RECOMMENDATION

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

Following discussion, it is recommended the Board of Trustees approve the tentative agreement with CUEA for July 1, 2012 – June 30, 2013.

Conceptual Tentative Agreement
By and Between the Capistrano Unified School District and the Capistrano Unified Education Association
June 12, 2012 (6:45 pm)

With the exception of the following, the current Agreement, as amended, which will expire on June 30, 2012 shall remain in full force and effect through June 30, 2013. The parties agree to reduce this conceptual agreement to express contract language terms.

The State's ongoing economic crisis is having a dramatic impact on the District's financial condition. By way of example, more than $150 million has been cut from the District's operating budget (since 2008-09) and those cuts have had significant consequences. The possibility of reducing the 2012-13 school year by additional furlough days presents additional and unprecedented challenges. In recognition of these challenges and a shared commitment to our students, learning and quality instruction, both parties desire to maximize time for teaching and learning in the classroom and throughout the educational program.

To achieve these ends, the parties shall meet on [*insert dates*] for the purpose of identifying areas where instructional time may be recaptured from other non-instructional activities. The parties agree to implement a variety of options before and during the 2012-13 school year which include:

- eliminating unnecessary paperwork;
- streamlining duties; and
- retaining programs, activities and assessments that directly promote learning and teaching.

<u>Article 5 Hours</u>

- ✓ Parties to develop one year pilot MOU to utilize dollars saved from suspension of section 8.5 to hold IEPs, SSTs, Leadership Team and other activities, as required by the Administration, within the existing eight hour professional day.
- ✓ Before October 2012, there shall be joint informational meetings, including each school principal, CUEA building representatives and site special education representatives to review language set forth in this agreement and to revisit the Effective Special Education MOU to promote more consistent application of the MOU's terms across the District.

- Amend language in section 5.3.1 as follows:
  - ✓ Grade K: 292 minutes daily
  - ACE days: 203 minutes daily - All K students will attend on the Early Bird Schedule

- Kindergarten teachers shall receive priority to computer/library on ACE days.
- Minimum day: 180 minutes (to verify)
- First Day of School: 73 minutes (to verify)

Equalize staff duty schedules to provide an equitable number of duties per K-5 teacher by:

- Creating a K-5 Master Duty Schedule
- Utilizing Student Supervisor and Administrative assistance in the Master Duty Schedule, whenever possible
- Considering consolidating duty areas to reduce duties school wide (K-5 students line up on one playground)

- Add language to 5.10.5 as follows:
  - ✓ Individual school sites may choose to develop alternative schedules which do not fall on a designated minimum day provided:
  - ✓ Schedules are developed collaboratively between teachers and site administration.
  - ✓ Alternative schedules are approved by mutual agreement by the District and Association. This agreement shall constitute a majority, secret ballot vote by affected members.

- Add language to Article 5 as follows:
  - ✓ Spring conferences shall be scheduled for students who are underperforming;
  - ✓ Additional conferences to be scheduled at teacher's professional discretion; and
  - ✓ Accept District's proposal to develop a pilot MOU for 2012-13 school year.

<u>Article 8 Class Size</u>

- ✓ Form a joint CUEA/CUSD committee to develop guidelines for creation and maintenance of elementary combination classes
- ✓ Accept District proposal to suspend Article 8.5 for the 2012-13 school year – MOU
- The Association proposes to increase class size staffing ratio for regular classes by 1.5 students in grades K-12 for the 2012-13 school year. This provision shall be in a MOU and will expire June 30, 2013.

Article 10 Leaves

- Amend Article 10.3.1 as follows:
  - Each unit member shall be entitled to the use of ten ~~seven~~ days of accumulated personal illness or injury leave enumerated in the provisions of 10.2.1 during each year for use in case of personal necessity.
- Amend Article 10.3.3 as follows:

  Five personal necessity days may be used as deemed necessary by the employee for any personal reason.

Article 11 Association Rights

- Amend Article 11.5.0 as follows:
  - The Association shall be granted fifty (50) ~~twenty five (25)~~ release days not to exceed five (5) release days for any one unit member per school year, unless agreed otherwise in writing between the District and the Association. Requests for this time shall be made in advance and the Assistant Superintendent, Personnel Services will be notified.

Article 14 Wages and Article 5 Work Year Reductions (MOU):

Compensation and work year reductions implemented during the 2011-12 school year, which are comprised of a 1.2% salary schedule decrease and a work year reduction of three (3) non-instructional work days with the corresponding salary schedule decrease, are ongoing and continue for 2012-13, subject to current Agreement section 14.1.1.

For 2012-13, there shall be a work year reduction of an additional five (5) instructional days, with the corresponding salary schedule decrease. These five (5) furlough days shall be calendared at the end of the school year to decrease interruption of the instructional schedule (CST testing, AP and IB testing, CAHSEE, etc.) for students and employees.

For 2012-13, there shall be a delay of one half year for payment of salary column advancement whereby certificated employees would advance January 1, 2013 instead of July 1, 2012.

If the Governor's November 6, 2012 tax initiative fails to pass or be enacted, or other mid-year cuts are implemented in lieu of the failed tax initiative, affecting the 2012-13 school year, then the following additional work year and compensation adjustments may be implemented by the District beginning in December 2012 for the 2012-13 school year:

- An additional work year reduction of ten (10) instructional days with the corresponding salary schedule decrease. These furlough days shall be calendared at the end of the academic student calendar. The corresponding salary schedule decrease shall start in December 2012 with equal deductions made to each pay warrant from December 2012 through June 2013.
- An additional annual salary schedule decrease of one and one-half percent (1.5%) for the 2012-2013 school year. This deduction shall start in December 2012 with equal deductions made to each pay warrant from December 2012 through June 2013.

In the event that state law applicable to the 2012-13 school year requires more instructional days for the 2012-13 school year then is set forth in this agreement, then the required minimum number of instructional days shall be restored, and reductions shall instead be achieved through salary schedule decreases.

As soon as possible after the November election but not later than November 30, 2012, the parties shall meet and consider the impact of the ballot measure on the fiscal condition of the District. At that time, if necessary, the parties may address alternatives to the annual 1.5% salary schedule decrease addressed above. If no alternative(s) are agreed to on or before January 1, 2013, then the 1.5% salary decrease shall continue to be implemented.

If restorations are possible, the parties' first priority (subject to section 14.1.1, if applicable) is to restore instructional days along with the corresponding salary adjustments.

- <u>Miscellaneous</u>
  - ✓ Delete MOU Article 5 Hours -Kindergarten hours
  - o Delete MOU Article 5 Hours – Kindergarten Duty Overlap
  - ✓ Delete MOU Article 5 Back to School Night/Open House Minimum Days
  - ✓ Accept District proposal to establish a joint CUEA/ District committee to explore best practices for selection of candidates for extra duty assignments

Jodee Brenthagen
6-12-12

Vicki Soderberg
6-12-12

Orange County Department of Education
District Fiscal Services

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

School District - Bargaining Unit: Capistrano Unified School District - Capistrano Unified Education Association (CUEA)

Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2012 (date) and ending: June 30, 2013 (date)

The Governing Board will act upon this agreement on: June 27, 2012 (date)

A. Proposed Change in Compensation

	Compensation	Annual Cost Prior to Proposed Agreement FY	Fiscal Impact of Proposed Agreement: Year 1 Increase/(Decrease) 2012-12 FY	Year 2 Increase/(Decrease) FY	Year 3 Increase/(Decrease) FY
1	**Salary Schedule** Decreases: 15 furlough days, increase in class size (1.5 students) , salary rollback of 1.5% and early retirement incentive	$ 179,288,782	$ -	$ (25,695,517)	$ -
			0.00%	-14.33%	0.00%
2	**Step and Column** Increase (Decrease) Due to movement plus any changes due to settlement	$ 2,558,108		$ (1,279,099)	$ -
			0.00%	-50.00%	0.00%
3	**Other Compensation -** Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)	$ -	$ -	$ -	$ -
			0.00%	0.00%	0.00%
	Description of other compensation				
4	**Statutory Benefits -** STRS, PERS, FICA, WC, UI, Medicare etc.	$ 24,328,411	$ -	$ (3,227,528)	$ -
			0.00%	-13.27%	0.00%
5	**Health/Welfare Plans**	$ -	$ -	$ -	$ -
			0.00%	0.00%	0.00%
6	**Total Compensation -** Increase (Decrease) (Total Lines 1-5)	$ 206,175,301	$ -	$ (30,202,144)	$ -
7	**Total Number of Represented Employees** (Use FTEs if appropriate)	2,155.00	0	0	0
8	**Total Compensation Average Cost per Employee**	$ 95,673	$ -	$ (14,015)	$ -
			0.00%	-14.65%	0.00%

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

   There is no increase. Members have negotiated fifteen (15) furlough days, 1.5% salary reduction and one half (1/2) year salary schedule step freeze.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

    No

11. Please include comments and explanations as necessary.

    If the Governor's tax initiative fails, the 1.5% salary and the ten (10) of the (15) furlough days would be implimented.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits' Yes [X] No [ ]

    If yes, please describe the cap amount.

    the plans are capped at the 2010 calendar year rates. The capped amounts vary depending on which plan and whether the employee has dependents.

B. Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

There is a negotiated increase in class size of 1.5 students.

C. What are the specific impacts on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

There is a reduction of five (5) instructional days and up to fifteen (15) if the Governor's tax initiative fails.

D. What contingency language is included in the proposed agreement? Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

If the Governor's tax initiative fails, there would be an additional ten (10) furlough days and 1.5 % salary reduction.

E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)? "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

this agreement is intended to reduce deficit financing.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None

G. Source of Funding for Proposed Agreement

1. Current Year

N/A since the settlement is a decrease there are no increased obligations.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

The added furlough days and salary reduction will be for one year only and require reopening negotiations for the following year.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: **Capistrano Unified Education Association (CUEA)**

	Column 1 Latest Board-Approved Budget Before Settlement (As of 06/11/12)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	$ 252,735,200	$ -	$ 142,382	$ 252,877,582
Remaining Revenues (8100-8799)	$ 39,482,662	$ -	$ 451,116	$ 39,933,778
TOTAL REVENUES	$ 292,217,862	$ -	$ 593,498	$ 292,811,360
EXPENDITURES				
Certificated Salaries (1000-1999)	$ 148,522,507	$ -	$ 296,818	$ 148,819,325
Classified Salaries (2000-2999)	$ 28,287,771	$ -	$ (56,075)	$ 28,231,696
Employee Benefits (3000-3999)	$ 56,421,886	$ -	$ (1,301,195)	$ 55,120,691
Books and Supplies (4000-4999)	$ 6,202,744	$ -	$ (1,390,648)	$ 4,812,096
Services, Other Operating Expenses (5000-5999)	$ 18,621,076	$ -	$ 840,436	$ 19,461,512
Capital Outlay (6000-6599)	$ 419,612	$ -	$ 12,023	$ 431,635
Other Outgo (7100-7299) (7400-7499)	$ 3,738,274	$ -	$ 682,804	$ 4,421,078
Direct Support/Indirect Cost (7300-7399)	$ (3,691,606)	$ -	$ (476,296)	$ (4,167,902)
Other Adjustments				
TOTAL EXPENDITURES	$ 258,522,264	$ -	$ (1,392,133)	$ 257,130,131
OPERATING SURPLUS (DEFICIT)	$ 33,695,598	$	$ 1,985,631	$ 35,681,229
TRANSFERS IN & OTHER SOURCES (8910-8979)	$ 2,758,297	$	$ -	$ 2,758,297
TRANSFERS OUT & OTHER USES (7610-7699)	$ -	$ -	$ -	$ -
CONTRIBUTIONS (8980-8999)	$ (49,851,895)	$	$ (267,815)	$ (50,119,710)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ (13,398,000)	$ *	$ 1,717,816	$ (11,680,184)
BEGINNING BALANCE	$ 24,407,895			$ 24,407,895
Prior-Year Adjustments/Restatements (9793/9795)	$ -			$ (1,196,667)
CURRENT-YEAR ENDING BALANCE	$ 11,009,895	$ -	$ 1,717,816	$ 11,531,044
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	$ 325,000	$ -	$ -	$ 325,000
Restricted Reserves (9740)	$ -	$ -	$ -	$ -
Stabilization Arrangements (9750)	$ -	$ -	$ -	$ -
Other Commitments (9760)	$ -	$ -	$ -	$ -
Other Assignments (9780)	$ 1,683,449	$ -	$ -	$ 1,683,449
Reserve for Economic Uncertainties (9789)	$ 9,001,446	$ -	$ 521,149	$ 9,522,595
Unassigned/Unappropriated (9790)	$ -	$ -	$ -	$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: **Capistrano Unified Education Association (CUEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 06/11/12)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	$ 5,505,360	$ -	$ -	$ 5,505,360
Remaining Revenues (8100-8799)	$ 66,731,071	$ -	$ 194,356	$ 66,925,427
TOTAL REVENUES	$ 72,236,431	$ -	$ 194,356	$ 72,430,787
EXPENDITURES				
Certificated Salaries (1000-1999)	$ 43,510,255	$ -	$ 134,666	$ 43,644,921
Classified Salaries (2000-2999)	$ 28,497,619	$ -	$ (39,545)	$ 28,458,074
Employee Benefits (3000-3999)	$ 24,826,838	$ -	$ 11,285	$ 24,838,123
Books and Supplies (4000-4999)	$ 6,606,791	$ -	$ 23,603	$ 6,630,394
Services, Other Operating Expenses (5000-5999)	$ 11,714,933	$ -	$ (74,359)	$ 11,640,574
Capital Outlay (6000-6599)	$ 100,000	$ -	$ -	$ 100,000
Other Outgo (7100-7299) (7400-7499)	$ 6,556,073	$ -	$ -	$ 6,556,073
Direct Support/Indirect Cost (7300-7399)	$ 3,137,364	$ -	$ 406,521	$ 3,543,885
Other Adjustments				
TOTAL EXPENDITURES	$ 124,949,873	$	$ 462,171	$ 125,412,044
OPERATING SURPLUS (DEFICIT)	$ (52,713,442)	$	$ (267,815)	$ (52,981,257)
TRANSFERS IN & OTHER SOURCES (8910-8979)	$	$	$ -	$ -
TRANSFERS OUT & OTHER USES (7610-7699)	$ -	$ -	$ -	$ -
CONTRIBUTIONS (8980-8999)	$ 49,851,895	$	$ 267,815	$ 50,119,710
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ (2,861,547)	* $	$ -	$ (2,861,547)
BEGINNING BALANCE	$ 4,236,303			$ 4,236,303
Prior-Year Adjustments/Restatements (9793/9795)	$			$
CURRENT-YEAR ENDING BALANCE	$ 1,374,756	$	$ -	$ 1,374,756
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	$ -	$ -	$ -	$ -
Restricted Reserves (9740)	$ 1,374,756	$ -	$ -	$ 1,374,756
Stabilization Arrangements (9750)	$ -	$ -	$ -	$ -
Other Commitments (9760)	$ -	$ -	$ -	$ -
Other Assignments (9780)	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties (9789)	$ -	$ -	$ -	$ -
Unassigned/Unappropriated (9790)	$ -	$ -	$ -	$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: **Capistrano Unified Education Association (CUEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 06/11/12)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	$ 258,240,560	$ -	$ 142,382	$ 258,382,942
Remaining Revenues (8100-8799)	$ 106,213,733	$ -	$ 645,472	$ 106,859,205
TOTAL REVENUES	$ 364,454,293	$ -	$ 787,854	$ 365,242,147
EXPENDITURES				
Certificated Salaries (1000-1999)	$ 192,032,762	$ -	$ 431,484	$ 192,464,246
Classified Salaries (2000-2999)	$ 56,785,390	$ -	$ (95,620)	$ 56,689,770
Employee Benefits (3000-3999)	$ 81,248,724	$ -	$ (1,289,910)	$ 79,958,814
Books and Supplies (4000-4999)	$ 12,809,535	$ -	$ (1,367,045)	$ 11,442,490
Services, Other Operating Expenses (5000-5999)	$ 30,336,009	$ -	$ 766,077	$ 31,102,086
Capital Outlay (6000-6599)	$ 519,612	$ -	$ 12,023	$ 531,635
Other Outgo (7100-7299) (7400-7499)	$ 10,294,347	$ -	$ 682,804	$ 10,977,151
Direct Support/Indirect Cost (7300-7399)	$ (554,242)	$ -	$ (69,775)	$ (624,017)
Other Adjustments				
TOTAL EXPENDITURES	$ 383,472,137	$ -	$ (929,962)	$ 382,542,175
OPERATING SURPLUS (DEFICIT)	$ (19,017,844)	$ -	$ 1,717,816	$ (17,300,028)
TRANSFERS IN & OTHER SOURCES (8910-8979)	$ 2,758,297	$	$	$ 2,758,297
TRANSFERS OUT & OTHER USES (7610-7699)	$ -	$ -	$ -	$ -
CONTRIBUTIONS (8980-8999)	$	$	$	$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ (16,259,547)	$ -	$ 1,717,816	$ (14,541,731)
BEGINNING BALANCE	$ 28,644,198			$ 28,644,198
Prior-Year Adjustments/Restatements (9793/9795)	$ -			$ (1,196,667)
CURRENT-YEAR ENDING BALANCE	$ 12,384,651	$		$ 12,905,800
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	$ 325,000	$ -	$ -	$ 325,000
Restricted Reserves (9740)	$ 1,374,756	$ -	$ -	$ 1,374,756
Stabilization Arrangements (9750)	$ -	$ -	$ -	$ -
Other Commitments (9760)	$ -	$ -	$ -	$ -
Other Assignments (9780)	$ 1,683,449	$ -	$ -	$ 1,683,449
Reserve for Economic Uncertainties (9789)	$ 9,001,446	$ -	$ 521,149	$ 9,522,595
Unassigned/Unappropriated (9790)	$ -	$ -	$ -	$ -

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: **Capistrano Unified Education Association (CUEA)**

	2011-12 Total Current Budget After Settlement	2012-13 First Subsequent Year After Settlement	2013-14 Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	$ 258,382,942	$ 236,068,462	$ 230,419,711
Remaining Revenues (8100-8799)	$ 106,859,205	$ 87,463,170	$ 87,463,170
TOTAL REVENUES	$ 365,242,147	$ 323,531,632	$ 317,882,881
EXPENDITURES			
Certificated Salaries (1000-1999)	$ 192,464,246	$ 158,993,972	$ 189,437,558
Classified Salaries (2000-2999)	$ 56,689,770	$ 46,733,409	$ 56,647,604
Employee Benefits (3000-3999)	$ 79,958,814	$ 74,703,212	$ 76,018,866
Books and Supplies (4000-4999)	$ 11,442,490	$ 11,877,007	$ 11,642,449
Services, Other Operating Expenses (5000-5999)	$ 31,102,086	$ 28,920,367	$ 29,614,455
Capital Outlay (6000-6999)	$ 531,635	$ 557,732	$ 569,678
Other Outgo (7100-7299) (7400-7499)	$ 10,977,151	$ 10,087,913	$ 10,087,913
Direct Support/Indirect Cost (7300-7399)	$ (624,017)	$ (650,123)	$ (650,123)
Other Adjustments		$	$ (52,500,000)
TOTAL EXPENDITURES	$ 382,542,175	$ 331,223,489	$ 320,868,400
OPERATING SURPLUS (DEFICIT)	$ (17,300,028)	$ (7,691,857)	$ (2,985,519)
TRANSFERS IN & OTHER SOURCES (8910-8979)	$ 2,758,297	$ 2,761,057	$ 2,761,057
TRANSFERS OUT & OTHER USES (7610-7699)	$ -	$ -	$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ (14,541,731)	$ (4,930,800)	$ (224,462)
BEGINNING BALANCE	$ 27,447,531	$ 12,905,800	$ 7,975,000
CURRENT-YEAR ENDING BALANCE	$ 12,905,800	$ 7,975,000	$ 7,750,538
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	$ 325,000	$ 325,000	$ -
Restricted Reserves (9740)	$ 1,374,756	$ 1,000,000	$ -
Stabilization Arrangements (9750)	$ -	$ -	$ -
Other Commitments (9760)	$ -	$ -	$ -
Other Assignments (9780)	$ 1,683,449	$ -	$ -
Reserve for Economic Uncertainties (9789)	$ 9,522,595	$ 6,650,000	$ 7,750,538
Unassigned/Unappropriated (9790)	$ -	$ -	$ -

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2011-12	2012-13	2013-14
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	$ 382,542,175	$ 331,223,489	$ 320,868,400
b.	State Standard Minimum Reserve Percentage for this District is 2%	2.00%	2.00%	2.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR $50,000	$ 7,650,844	$ 6,624,470	$ 6,417,368

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	$ 9,522,595	$ 6,650,000	$ 6,873,228
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	$ -	$ -	$ -
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	$	$	$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	$	$	$
g.	Total Available Reserves	$ 9,522,595	$ 6,650,000	$ 6,873,228
h.	Reserve for Economic Uncertainties Percentage	2.49%	2.00%	2.14%

3. Do unrestricted reserves meet the state minimum reserve amount?

2011-12	Yes	X	No	
2012-13	Yes	X	No	
2013-14	Yes	X	No	

4. If no, how do you plan to restore your reserves?

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

6. Please include any additional comments and explanations of Page 4 as necessary:

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Capistrano Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Teamsters Bargaining Unit, during the term of the agreement from July 01, 2012 to June 30, 2013.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:	**Budget Adjustment Increase (Decrease)**
Revenues/Other Financing Sources	
Expenditures/Other Financing Uses	-
Ending Balance Increase (Decrease)	-

(No budget revisions necessary)

District Superintendent (Signature)	27-Jun-12 **Date**
Chief Business Officer (Signature)	27-Jun-12 **Date**

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

	27-Jun-12
District Superintendent (or Designee) (Signature)	**Date**
	27-Jun-12
President or Clerk of Governing Board (Signature)	**Date**
Philippa Geiger, Executive Director of Fiscal Services	949-234-9316
Contact Person	**Phone**

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 27, 2012

RECOMMENDATION OF TENTATIVE AGREEMENT WITH CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER 224 FOR JULY 1, 2012–JUNE 30, 2015

BACKGROUND INFORMATION

The current contract with the California School Employees Association Chapter 224 (CSEA) expires on June 30, 2012. On March 28, 2012, the Board took action to approve the District's proposal to begin negotiations with CSEA for the 2012-2013 school year. Like other California school districts, Capistrano Unified School District faced unprecedented economic challenges while developing the 2012-2013 District budget.

Governor Brown's budget proposal was presented in January, 2012. Depending on whether or not a state-wide funding initiative is approved by voters, the worst-case budget scenario for the District requires $51 million in budget reductions.

To publicize the challenge of the 2012-2013 budget, District officials conducted 26 budget presentations to employee organization leaders, staff members, parents, and the public. A cornerstone of the budget message was that multiple and difficult budget reductions and changes would be required to generate the funding needed to balance the District budget. These reductions and changes included salary reductions, furlough days, with a corresponding salary decrease, a salary schedule freeze, and a class size increase. Working within the parameters of such a budgeting approach, and updated information contained in the Governors recent budget revision, CSEA and District representatives met on April 26 and 27, May 3, 22, and 29, and June 5 and 15, 2012, to reach a tentative agreement.

CSEA and District negotiators acknowledged the importance of acquiring $51 million in budget reductions through the collective bargaining agreement. Meeting this objective, a tentative agreement was reached on June 20, 2012, which includes a one year salary schedule step freeze and eight furlough days (five instructional and three non-instructional). In addition, the agreement addresses additional reductions necessary in the event of any mid-year cuts to the District's budget.

Government Code §3547 (d) provides the public a "reasonable time" to review the tentative agreement after negotiations have taken place. As a discussion/action item on the agenda, this affords the public a reasonable time, as required by law. In addition the Public Disclosure of the Collective Bargaining Agreement is included also required by law.

CURRENT CONSIDERATIONS

The purpose of this agenda item is to seek approval of the tentative agreement between the District and CSEA. In addition to the tentative agreement, the Public Disclosure of Collective Bargaining Agreement is included in the exhibit.

FINANCIAL IMPLICATIONS

The total estimated fiscal impact of this agreement is a savings to the District of approximately $7.9 million for the 2012-2013 fiscal year. This amount addresses the District's obligation to account for the $51 million worst-case scenario budget reductions.

STAFF RECOMMENDATION

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

Following discussion, it is recommended the Board of Trustees approve the tentative agreement with CSEA for July 1, 2012 – June 30, 2015.

Tentative Agreement
Capistrano Unified School District and
California School Employees Association Chapter 224
June 21, 2012

With the exception of the following, the current Agreement, as amended, which will expire on June 30, 2012 shall remain in full force and effect from July 1, 2012 through June 30, 2015.

Article 1 – Agreement

1.1 This agreement is made and entered into this ~~third~~ **twenty-first** day of ~~September 2010~~ **June** 20**12** by and between the Capistrano Unified School District, hereinafter referred to as "District", and the Capistrano Unified Chapter 224, California School Employees Association, hereinafter referred to as "Association".

1.2 This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.

1.3 Except as noted in Section 1.4, all articles of this agreement shall remain in full force and effect from ~~the date of ratification of this contract until June 30, 2012,~~ **July 1, 2012** until June 30, 20**15**, when it shall terminate.

1.4 Notwithstanding the provisions of Section 1.3, either party to this Agreement shall have the right to reopen two articles for fiscal ~~2011/12~~ **2013/2014 and 2014/2015** for negotiations.

Article 4 – Grievance Procedure

4.2.2.3.1 Mediation Level

Subject to the terms set forth below, in the event the grievant is not satisfied with the decision at Level Three, he/she may request that the grievance be submitted to mediation. Within ten (10) days of the receipt of the request for mediation, the Association and the District shall contact the California State Mediation and Conciliation Service (CSMCS) to request a mediator. The parties shall meet with the Mediator to discuss and attempt to resolve the dispute. The Mediator shall have no authority to impose a settlement upon the parties. In the event that the parties reach an agreement, the terms shall be reduced to writing and signed off by the parties. In the event that no resolution is reached, **the District shall reduce its position on the matter to writing**, the grievant may exercise his/her right to appeal to Level Four pursuant to the language of section 4.2.2.4. ~~From the date of ratification to June 30, 2011, for grievances that are initiated after the date of ratification, the Association may move the grievance to the mediation step set forth herein for up to twelve (12) grievances. For any grievance that occurs after the 12th grievance, the mediation step may be used by mutual agreement of the parties. During the month of June of 2011, the parties shall meet with Mediator Don Razca to review the utilization of mediation as described in this article. Notwithstanding,~~

~~the above, the parties may mutually agree to utilize the mediation step for any grievances initiated prior to the ratification of this agreement.~~

4.2.2.4 Level Four. If the grievant is not satisfied with the Assistant Superintendent's decision at Level Three or **mediation does not produce an agreement on one or more articles brought to the Mediation Level**, upon the written request of the grievant, the Association may, within ten (10) days of the Level Three answer, notify the Superintendent in writing of its request for advisory arbitration on the unresolved article(s) of the grievance. The request to the Superintendent shall include a copy of the original grievance and appeals, the decisions rendered, and a statement of the reasons for the appeal. The appeal shall be submitted on the prescribed form.

Article 7 – Transfers and Promotions (one year MOU attached)

Article 8 – Leaves

8.2.2 Members of the immediate family, as used in this section, means the mother, father, **children**, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, **stepson**, son-in-law, daughter, **stepdaughter**, daughter-in-law, brother, sister, brother-in-law, or sister-in-law of the employee, **domestic partner**, or any relative living in the immediate household of the employee.

8.7 Personal Necessity Leave

8.7.2 For the purposes of this section "immediate family" shall be defined as the mother, father, **children**, grandmother, grandfather, or grandchild of the employee or the spouse of the employee, or the spouse, son, **stepson**, son-in-law, daughter, **stepdaughter**, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step-parent, former guardian of the employee, **domestic partner**, or any individual living in the immediate household of the employee.

8.7.3 The employee shall request personal necessity leave five days in advance, except in cases of emergency, and the District reserves the right to require verification of the reasons for the personal necessity leave **unless the employee exercises his/her right under Article 8.7.4.** Under all circumstances, an employee shall verify in writing that the personal necessity leave was used only for the purposes as set forth above. The employee shall be subject to one-day loss of pay for each day of absence if the leave is used for purposes other than those stipulated.

8.7.4 **The employee shall not be required to disclose the reason for requesting the leave for one (1) of the employee's seven (7) days of personal necessity leave per fiscal year.**

Due to the focus on economic issues, the parties have not completed negotiations on a number of other issues separate from the issues addressed by this agreement. The parties agree to resume negotiations in October 2012 on such matters within the following articles:

Article 3 – Hours of Employment and Overtime
Article 4 – Grievance Procedure
Article 7 - Transfers and Promotions
Article 8 - Leaves
Article 9 – Vacations
Article 11 - Wages
Article 12 – Health and Welfare Benefits
Article 13 – Association Rights
Existing Memorandums of Understanding attached to current Agreement (terms to be extended for duration of this agreement)
Retirement Incentive

The parties shall agree to meet at a minimum every four weeks beginning October 2012 to continue negotiations on the items listed above.

The District shall provide health and welfare benefit costs information to the Association within two weeks of the 2013 rates becoming available. The parties will meet within four weeks of the information being presented to the Association.

Article 11 - Wages
Article 3 - Hours of Employment-Work Year Reductions:

For 2012-13, there shall be a delay of a full year for payment of salary advancement whereby classified employees would advance July 1, 2013 instead of July 1, 2012.

For 2012-13, there shall be a work year reduction of:

- five (5) instructional days (with the corresponding salary schedule decrease beginning July 1, 2012), and
- three (3) non-instructional days (with the corresponding salary schedule decrease, beginning July 1, 2012).

The five (5) instructional furlough days shall be calendared at the end of the school year to decrease interruption of the instructional schedule. The three (3) non-instructional days shall be taken on non-statutory holidays: November 23, 2012, December 24, 2012 and April 8, 2013.

Due to the uncertainty surrounding the Governor's November 6, 2012 tax initiative and the real possibility of mid-year cuts during the 2012-13 school year, the following additional salary

reductions will begin in July 1, 2012 as provided below:

- An additional work year reduction of ten (10) instructional days with the corresponding salary schedule decrease. These furlough days shall be calendared at the end of the academic student calendar. The corresponding salary schedule decrease shall start July 1, 2012 with equal deductions made to each pay warrant through June 30, 2013.

- An additional annual salary schedule decrease of 1.6% for the 2012-2013 school year shall start on July 1, 2012, with equal deductions made to each pay warrant thereafter through June 2013. These deductions will end before June 30, 2013.

In the event that the Governor's tax initiative is passed and enacted, and there are no mid-year cuts, then the District shall restore and reimburse the ten (10) furlough days and the 1.6% salary schedule decrease. Note, one (1) furlough day has the equivalent value of an approximate one half percent (1/2 %) salary schedule increase or decrease. If required, reimbursement shall be provided as soon as practicable, but not later than February 10, 2013.

In the event that state law applicable to the 2012-13 school year requires more instructional days for the 2012-13 school year than is set forth in this agreement, then the required minimum number of instructional days shall be restored, and reductions shall instead be achieved through salary schedule decreases.

If restorations are possible, the parties' first priority is to restore instructional days along with the corresponding salary adjustments.

Article 16 – Layoff and Reemployment

16.3.2
In the event two or more employees in the same classification hold the same seniority date, **the employee with the most time employed in the District shall be determined to be more senior. In the event that total time employed in the District is the same,** seniority order shall be determined by lot. Drawings by lot will be observed by a CSEA representative. The lot procedure will be by mutual consent of the District and CSEA.

Ronda Walen
CSEA Chapter 224 President

June 21, 2012
Date

Jeffrey Bristow
Executive Director/District Representative

June 21, 2012
Date

Nathan Banditelli
CSEA Labor Relations Representative

Date

Memorandum of Understanding (MOU) between the Capistrano Unified School District and California School Employees Association, Chapter 224

June 21, 2012

Both parties agree to modify Article 7 – Transfers and Promotions from July 1, 2012 through June 30, 2013. The provisions of this MOU shall prevail over Articles 7.0 through 7.6 from July 1, 2012 through June 30, 2013.
Thereafter, this MOU expires.

7.0.1 First consideration as used in this MOU means all District job recruitments will be posted for bargaining unit employees before recruiting external candidates.

7.0.2 "Qualifications" shall be job related as measured by training, experience, work history, written test or exercises, performance, or oral examinations.

7.0.3 "Employee Initiated Transfer" is a transfer to a position within the employee's same classification which is requested by the employee.

7.0.4 "District Initiated Transfer" is a transfer to a position within the employee's same classification which is originated by the District.

7.0.5 "Permanent Unit Member" means an employee who has passed an initial probationary period to the District.

7.1 When the District determines that either a permanent vacancy or a new position exists within the bargaining unit, such vacancy or new position shall be posted on designated bulletin boards for a period of six full working days, during which time employees may make application for the vacancy or new position.

7.2 Recruitment

7.2.1 Positions will be posted as needed, and will be open to internal candidates in accordance with the provisions of this MOU and Article 7.

7.2.2 Bargaining unit members who meet qualifications for a new or promotional position shall be given first consideration in filling job vacancies.

7.2.3 In the event a bargaining unit member is not recommended for a new or promotional position as outlined in 7.0.1 and 7.2.2, the position will be reposted for external candidate consideration.

7.2.4 Once a position is reposted for external candidate consideration, internal and external candidates will be considered. The position will be offered to the most qualified candidate.

7.3 Employee Initiated Transfer (no changes to current Agreement language, reprinted below)

7. 3.1 A permanent unit member may request a transfer to a position in the same classification when a vacancy occurs by completing and submitting an online application to Personnel Services. Employee initiated transfer requests shall be given first consideration as defined in 7.0.

7. 3.2 Appropriate supervisory personnel will interview all employees who have requested a transfer. Transfer requests will be considered based on one or more of the following criteria: 1) Evaluations and other objective means of rating work performance; 2) special skills, abilities and qualifications of the employee; 3) needs of the site and/or District; 4) welfare of the students; 5) instructional needs; 6) years of service to the District.

Upon written request from the employee or CSEA, the District shall provide specific information relative to 7.3.2.

7.4 Promotional Procedures

7.4.1 In the event that two employees are rated exactly equal on all criteria, District seniority will be used as the tiebreaker.

7.5 Job vacancies which are posted shall include (1) job title, (2) a brief description of the position and duties, (3) qualifications required for the position, (4) the work schedule, (5) the salary range, (6) the deadline for filing to fill the vacancy, and (7) the site(s) or department(s) of the position. Additional locations may be added after the vacancy is posted.

7.5.1 If an employee in the bargaining unit is not selected for the vacant position, the Personnel Services Division shall provide the employee with the reasons for denial at the time of notification, or in writing, within five (5) working days of a request by the employee

7.6 An employee on leave or vacation during the period of the posting shall be notified in writing, at the last known address, of the job vacancy by the District, provided the employee specifically requests in writing that the Personnel Services unit do so before his/her leave or vacation commences. An employee on leave or vacation may authorize the Association to file on the employee's behalf. Employees must make themselves available for the selection process by the termination of the posting period in order to be considered for the vacancy.

Ronda Walen

Ronda Walen

CSEA Chapter 224 President

June 21, 2012

Date

Jeffrey Bristow

Jeffrey Bristow

Executive Director/District Representative

June 21, 2012

Date

Nathan Banditelli

CSEA Labor Relations Representative

Date

Orange County Department of Education
District Fiscal Services

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

School District - Bargaining Unit: Capistrano Unified School District - California School Employees Association, Chapter 224 (CSEA)

Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2012 (date) and ending: June 30, 2013 (date)

The Governing Board will act upon this agreement on: June 27, 2012 (date)

A. Proposed Change in Compensation

	Compensation	Annual Cost Prior to Proposed Agreement FY	Fiscal Impact of Proposed Agreement		
			Year 1 Increase/(Decrease) 2011-12 FY	Year 2 Increase/(Decrease) FY	Year 3 Increase/(Decrease) FY
1	**Salary Schedule** Decreases:18 furlough days, salary rollback of 1.6%	$ 48,213,776 above amt. includes other compensation	$ -	$ (5,818,865)	$ -
			0.00%	-12.07%	0.00%
2	**Step and Column** Increase (Decrease) Due to movement plus any changes due to settlement	$ 771,535	$ -	$ (771,535)	$ -
			0.00%	-100.00%	0.00%
3	**Other Compensation -** Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)	$ -	$ -	$ -	$ -
			0.00%	0.00%	0.00%
	Description of other compensation				
4	**Statutory Benefits -** STRS, PERS, FICA, WC, UI, Medicare etc.	$ 10,062,215	$ -	$ (1,375,415)	$ -
			0.00%	-13.67%	0.00%
5	**Health/Welfare Plans**	$ -	$ -	$ -	$ -
			0.00%	0.00%	0.00%
6	**Total Compensation -** Increase (Decrease) (Total Lines 1-5)	$ 59,047,526	$ -	$ (7,965,815)	$ -
7	**Total Number of Represented Employees** (Use FTEs if appropriate)	1,298.00	0	0	0
8	**Total Compensation Average Cost per Employee**	$ 45,491	$ -	$ (6,137)	$ -
			0.00%	-13.49%	0.00%

Revised June 2004

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

   There is no increase. For 2012-2013 , members will have a one (1) year salary schedule step freeze, eighteen (18) furlough days and 1.6% salary reduction.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

    No

11. Please include comments and explanations as necessary.

    For 2012-2013 , memebers have agreed to begin taking cuts on July 01, 2012 as if the Governor's tax initiative fails. The value of 1.6% of salary and ten (10) furlough days would be returned over the remainder of the fiscal year if the Governor's tax initiative passes.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits' Yes [X] No [ ]

    If yes, please describe the cap amount.

    The plans are capped at the 2010 calendar year rates. The caped amounts vary depending on which plan and whether the employee has dependents.

B. Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A

C. What are the specific impacts on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

There is a reduction of five (5) instructional days planned for 2012-2013. If the Governor's tax initiative fails there would be and additional reduction of ten (10) instructional days.

D. What contingency language is included in the proposed agreement? Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.
If the Governor's tax iniative passes, there will be ten (10) furlough days and the 1.6% salary returned.

E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)? "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

This agreement will reduce the deficit financing.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None

G. Source of Funding for Proposed Agreement

1. Current Year

N/A since the settlement is a decrease there is no increase obligation.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

The added furlough days and salary reductions will be for one year only and will require reopening negotiations for the following year.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A since the settlement is a decrease there are no increased obligations.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: **California School Employees Association, Chapter 224 (CSEA)**

	Column 1 Latest Board-Approved Budget Before Settlement (As of 06/11/12)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	$ 252,735,200	$ -	$ 142,382	$ 252,877,582
Remaining Revenues (8100-8799)	$ 39,482,662	$ -	$ 451,116	$ 39,933,778
TOTAL REVENUES	$ 292,217,862	$ -	$ 593,498	$ 292,811,360
EXPENDITURES				
Certificated Salaries (1000-1999)	$ 148,522,507	$ -	$ 296,818	$ 148,819,325
Classified Salaries (2000-2999)	$ 28,287,771	$ -	$ (56,075)	$ 28,231,696
Employee Benefits (3000-3999)	$ 56,421,886	$ -	$ (1,301,195)	$ 55,120,691
Books and Supplies (4000-4999)	$ 6,202,744	$ -	$ (1,390,648)	$ 4,812,096
Services, Other Operating Expenses (5000-5999)	$ 18,621,076	$ -	$ 840,436	$ 19,461,512
Capital Outlay (6000-6599)	$ 419,612	$ -	$ 12,023	$ 431,635
Other Outgo (7100-7299) (7400-7499)	$ 3,738,274	$ -	$ 682,804	$ 4,421,078
Direct Support/Indirect Cost (7300-7399)	$ (3,691,606)	$ -	$ (476,296)	$ (4,167,902)
Other Adjustments				
TOTAL EXPENDITURES	$ 258,522,264	$ -	$ (1,392,133)	$ 257,130,131
OPERATING SURPLUS (DEFICIT)	$ 33,695,598	$	$ 1,985,631	$ 35,681,229
TRANSFERS IN & OTHER SOURCES (8910-8979)	$ 2,758,297	$	$	$ 2,758,297
TRANSFERS OUT & OTHER USES (7610-7699)	$ -	$ -	$ -	$ -
CONTRIBUTIONS (8980-8999)	$ (49,851,895)	$	$ (267,815)	$ (50,119,710)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ (13,398,000)	$ *	$ 1,717,816	$ (11,680,184)
BEGINNING BALANCE	$ 24,407,895			$ 24,407,895
Prior-Year Adjustments/Restatements (9793/9795)	$ -			$ (1,196,667)
CURRENT-YEAR ENDING BALANCE	$ 11,009,895	$ -	$ 1,717,816	$ 11,531,044
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	$ 325,000	$ -	$ -	$ 325,000
Restricted Reserves (9740)	$ -	$ -	$ -	$ -
Stabilization Arrangements (9750)	$ -	$ -	$ -	$ -
Other Commitments (9760)	$ -	$ -	$ -	$ -
Other Assignments (9780)	$ 1,683,449	$ -	$ -	$ 1,683,449
Reserve for Economic Uncertainties (9789)	$ 9,001,446	$ -	$ 521,149	$ 9,522,595
Unassigned/Unappropriated (9790)	$ -	$ -	$ -	$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: **California School Employees Association, Chapter 224 (CSEA)**

	Column 1 Latest Board-Approved Budget Before Settlement (As of 06/11/12)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	$ 5,505,360	$ -	$ -	$ 5,505,360
Remaining Revenues (8100-8799)	$ 66,731,071	$ -	$ 194,356	$ 66,925,427
TOTAL REVENUES	$ 72,236,431	$ -	$ 194,356	$ 72,430,787
EXPENDITURES				
Certificated Salaries (1000-1999)	$ 43,510,255	$ -	$ 134,666	$ 43,644,921
Classified Salaries (2000-2999)	$ 28,497,619	$ -	$ (39,545)	$ 28,458,074
Employee Benefits (3000-3999)	$ 24,826,838	$ -	$ 11,285	$ 24,838,123
Books and Supplies (4000-4999)	$ 6,606,791	$ -	$ 23,603	$ 6,630,394
Services, Other Operating Expenses (5000-5999)	$ 11,714,933	$ -	$ (74,359)	$ 11,640,574
Capital Outlay (6000-6599)	$ 100,000	$ -	$ -	$ 100,000
Other Outgo (7100-7299) (7400-7499)	$ 6,556,073	$ -	$ -	$ 6,556,073
Direct Support/Indirect Cost (7300-7399)	$ 3,137,364	$ -	$ 406,521	$ 3,543,885
Other Adjustments				
TOTAL EXPENDITURES	$ 124,949,873	$	$ 462,171	$ 125,412,044
OPERATING SURPLUS (DEFICIT)	$ (52,713,442)	$	$ (267,815)	$ (52,981,257)
TRANSFERS IN & OTHER SOURCES (8910-8979)	$	$	$	$ -
TRANSFERS OUT & OTHER USES (7610-7699)	$ -	$ -	$ -	$ -
CONTRIBUTIONS (8980-8999)	$ 49,851,895	$	$ 267,815	$ 50,119,710
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ (2,861,547)	$ *	$ -	$ (2,861,547)
BEGINNING BALANCE	$ 4,236,303			$ 4,236,303
Prior-Year Adjustments/Restatements (9793/9795)	$			$
CURRENT-YEAR ENDING BALANCE	$ 1,374,756	$	$	$ 1,374,756
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	$ -	$ -	$ -	$ -
Restricted Reserves (9740)	$ 1,374,756	$ -	$ -	$ 1,374,756
Stabilization Arrangements (9750)	$ -	$ -	$ -	$ -
Other Commitments (9760)	$ -	$ -	$ -	$ -
Other Assignments (9780)	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties (9789)	$ -	$ -	$ -	$ -
Unassigned/Unappropriated (9790)	$ -	$ -	$ -	$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: **California School Employees Association, Chapter 224 (CSEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 06/11/12)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	$ 258,240,560	$ -	$ 142,382	$ 258,382,942
Remaining Revenues (8100-8799)	$ 106,213,733	$ -	$ 645,472	$ 106,859,205
TOTAL REVENUES	$ 364,454,293	$ -	$ 787,854	$ 365,242,147
EXPENDITURES				
Certificated Salaries (1000-1999)	$ 192,032,762	$ -	$ 431,484	$ 192,464,246
Classified Salaries (2000-2999)	$ 56,785,390	$ -	$ (95,620)	$ 56,689,770
Employee Benefits (3000-3999)	$ 81,248,724	$ -	$ (1,289,910)	$ 79,958,814
Books and Supplies (4000-4999)	$ 12,809,535	$ -	$ (1,367,045)	$ 11,442,490
Services, Other Operating Expenses (5000-5999)	$ 30,336,009	$ -	$ 766,077	$ 31,102,086
Capital Outlay (6000-6599)	$ 519,612	$ -	$ 12,023	$ 531,635
Other Outgo (7100-7299) (7400-7499)	$ 10,294,347	$ -	$ 682,804	$ 10,977,151
Direct Support/Indirect Cost (7300-7399)	$ (554,242)	$ -	$ (69,775)	$ (624,017)
Other Adjustments				
TOTAL EXPENDITURES	$ 383,472,137	$ -	$ (929,962)	$ 382,542,175
OPERATING SURPLUS (DEFICIT)	$ (19,017,844)	$ -	$ 1,717,816	$ (17,300,028)
TRANSFERS IN & OTHER SOURCES (8910-8979)	$ 2,758,297	$	$	$ 2,758,297
TRANSFERS OUT & OTHER USES (7610-7699)	$ -	$ -	$ -	$ -
CONTRIBUTIONS (8980-8999)	$	$	$	$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ (16,259,547)	$ -	$ 1,717,816	$ (14,541,731)
BEGINNING BALANCE	$ 28,644,198			$ 28,644,198
Prior-Year Adjustments/Restatements (9793/9795)	$			$ (1,196,667)
CURRENT-YEAR ENDING BALANCE	$ 12,384,651	$	$	$ 12,905,800
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	$ 325,000	$ -	$ -	$ 325,000
Restricted Reserves (9740)	$ 1,374,756	$ -	$ -	$ 1,374,756
Stabilization Arrangements (9750)	$ -	$ -	$ -	$ -
Other Commitments (9760)	$ -	$ -	$ -	$ -
Other Assignments (9780)	$ 1,683,449	$ -	$ -	$ 1,683,449
Reserve for Economic Uncertainties (9789)	$ 9,001,446	$ -	$ 521,149	$ 9,522,595
Unassigned/Unappropriated (9790)	$ -	$ -	$ -	$ -

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: **California School Employees Association, Chapter 224 (CSEA)**

	2011-12 Total Current Budget After Settlement	2012-13 First Subsequent Year After Settlement	2013-14 Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	$ 258,382,942	$ 236,068,462	$ 230,419,711
Remaining Revenues (8100-8799)	$ 106,859,205	$ 87,463,170	$ 87,463,170
TOTAL REVENUES	$ 365,242,147	$ 323,531,632	$ 317,882,881
EXPENDITURES			
Certificated Salaries (1000-1999)	$ 192,464,246	$ 158,993,972	$ 189,437,558
Classified Salaries (2000-2999)	$ 56,689,770	$ 46,733,409	$ 56,647,604
Employee Benefits (3000-3999)	$ 79,958,814	$ 74,703,212	$ 76,018,866
Books and Supplies (4000-4999)	$ 11,442,490	$ 11,877,007	$ 11,642,449
Services, Other Operating Expenses (5000-5999)	$ 31,102,086	$ 28,920,367	$ 29,614,455
Capital Outlay (6000-6999)	$ 531,635	$ 557,732	$ 569,678
Other Outgo (7100-7299) (7400-7499)	$ 10,977,151	$ 10,087,913	$ 10,087,913
Direct Support/Indirect Cost (7300-7399)	$ (624,017)	$ (650,123)	$ (650,123)
Other Adjustments		$	$ (52,500,000)
TOTAL EXPENDITURES	$ 382,542,175	$ 331,223,489	$ 320,868,400
OPERATING SURPLUS (DEFICIT)	$ (17,300,028)	$ (7,691,857)	$ (2,985,519)
TRANSFERS IN & OTHER SOURCES (8910-8979)	$ 2,758,297	$ 2,761,057	$ 2,761,057
TRANSFERS OUT & OTHER USES (7610-7699)	$ -	$ -	$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ (14,541,731)	$ (4,930,800)	$ (224,462)
BEGINNING BALANCE	$ 27,447,531	$ 12,905,800	$ 7,975,000
CURRENT-YEAR ENDING BALANCE	$ 12,905,800	$ 7,975,000	$ 7,750,538
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	$ 325,000	$ 325,000	$ -
Restricted Reserves (9740)	$ 1,374,756	$ -	$ -
Stabilization Arrangements (9750)	$ -	$ -	$ -
Other Commitments (9760)	$ 1,683,449	$ 1,000,000	$ -
Other Assignments (9780)	$ -	$ -	
Reserve for Economic Uncertainties (9789)	$ 9,522,595	$ 6,650,000	$ 7,750,538
Unassigned/Unappropriated (9790)	$ -	$ -	$ -

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2011-12	2012-13	2013-14
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	$ 382,542,175	$ 331,223,489	$ 320,868,400
b.	State Standard Minimum Reserve Percentage for this District is 2%	2.00%	2.00%	2.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR $50,000	$ 7,650,844	$ 6,624,470	$ 6,417,368

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	$ 9,522,595	$ 6,650,000	$ 6,873,228
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	$ -	$ -	$ -
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	$	$	$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	$	$	$
g.	Total Available Reserves	$ 9,522,595	$ 6,650,000	$ 6,873,228
h.	Reserve for Economic Uncertainties Percentage	2.49%	2.00%	2.14%

3. Do unrestricted reserves meet the state minimum reserve amount?

2011-12	Yes	X	No	
2012-13	Yes	X	No	
2013-14	Yes	X	No	

4. If no, how do you plan to restore your reserves?

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

6. Please include any additional comments and explanations of Page 4 as necessary:

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Capistrano Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Capistrano Unified Education Association Bargaining Unit, during the term of the agreement from July 01, 2012 to June 30, 2013 .

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:	**Budget Adjustment Increase (Decrease)**
Revenues/Other Financing Sources	
Expenditures/Other Financing Uses	-
Ending Balance Increase (Decrease)	-

(No budget revisions necessary)

District Superintendent (Signature)	27-Jun-12 **Date**
Chief Business Officer (Signature)	27-Jun-12 **Date**

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

	27-Jun-12
District Superintendent (or Designee) (Signature)	**Date**
	27-Jun-12
President or Clerk of Governing Board (Signature)	**Date**
Philippa Geiger, Executive Director, Fiscal Services	949- 234-9316
Contact Person	**Phone**

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 27, 2012

RECOMMENDATION OF TENTATIVE AGREEMENT WITH TEAMSTERS LOCAL 952 FOR JULY 1, 2012 – JUNE 30, 2013

BACKGROUND INFORMATION

The current contract with the Teamsters Local 952 expires on June 30, 2012. On March 28, 2012, the Board took action to approve the District's proposal to begin negotiations with Teamsters for the 2012-2013 school year. Like other California school districts, Capistrano Unified School District faced unprecedented economic challenges while developing the 2012-2013 District budget.

Governor Brown's budget proposal was presented in January, 2012. Depending on whether or not a state-wide funding initiative is approved by voters, the worst-case budget scenario for the District requires $51 million in budget reductions.

To publicize the challenge of the 2012-2013 budget, District officials conducted 26 budget presentations to employee organization leaders, staff members, parents, and the public. A cornerstone of the budget message was that multiple and difficult budget reductions and changes would be required to generate the funding needed to balance the District budget. These reductions and changes included salary reductions, furlough days, with a corresponding salary decrease, and a salary schedule freeze. Working within the parameters of such a budgeting approach, and updated information contained in the Governors recent budget revision, Teamsters and District representatives met on June 18 and June 19, 2012, to reach a tentative agreement.

Teamsters and District negotiators acknowledged the importance of acquiring $51 million in budget reductions through the collective bargaining agreement. Meeting this objective, a tentative agreement was reached on June 19, 2012, which includes an additional furlough day for the 2012- 2013 school year. In addition, the agreement addresses additional reductions necessary in the event of any mid-year cuts to the District's budget.

Government Code §3547 (d) provides the public a "reasonable time" to review the tentative agreement after negotiations have taken place. As a discussion/action item on the agenda, this affords the public a reasonable time, as required by law. In addition the Public Disclosure of the Collective Bargaining Agreement is included also required by law.

CURRENT CONSIDERATIONS

The purpose of this agenda item is to seek approval of the tentative agreement between the District and Teamsters Local 952. In addition to the tentative agreement, the Public Disclosure of Collective Bargaining Agreement is attached.

FINANCIAL IMPLICATIONS

The total estimated fiscal impact of this agreement is a savings to the District of approximately $540,000 for the 2012-2013 fiscal year. This amount addresses the District's obligation to account for the $51 million worst-case scenario budget reductions.

STAFF RECOMMENDATION

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

Following discussion, it is recommended the Board of Trustees approve the tentative agreement with Teamsters Local 952 for July 1, 2012- June 30, 2013.

Conceptual Tentative Agreement by and Between
the Capistrano Unified School District and the Teamster Local 952

With the exception of the following, the current Agreement, as amended, which will expire on June 30, 2012 shall remain in full force and effect through June 30, 2013.

Article 11 Wages and Article 3 Hours of Employment - Work Year Reductions (MOU):

For 2012-2013, there shall be one (1) additional furlough day for a total of five (5) for the 2012-2013 school year.

The five (5) instructional furlough days shall be calendared at the end of the school year to decrease interruption of the instructional schedule for students. Schedules may look differently for 12-month employees.

Due to the uncertainty of the Governor's November 6, 2012 tax initiative passing, or that other mid-year cuts are implemented in lieu of the failed tax initiative, affecting the 2012-2013 school year, the following additional work year and compensation adjustments will occur unless other savings from negotiated operational efficiencies are determined:

- An additional work year reduction of nine (9) instructional days. These furlough days shall be calendared at the end of the academic student calendar. Schedules may look differently for 12-month employees.

- For 2012-2013, there shall be a delay of one half year of salary schedule step movement.

The parties agree to meet and negotiate operational efficiencies commencing during summer recess 2012. Agreed upon operational savings are intended to offset the furlough days and the salary schedule freeze identified above.

As soon as possible after the November election but not later than November 30, 2012, the parties shall meet and consider the impact of the ballot measure on the fiscal condition of the District and the effect of all applicable state laws. At that time, if necessary, the parties may address alternatives to furlough days and the salary schedule step freeze defined above. If no alternative(s) are agreed to on or before January 1, 2013, then the furlough days and salary schedule step freeze shall remain in force.

If restorations are possible, the parties' first priority is to restore instructional days along with the corresponding salary adjustments.

6-19-12

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 27, 2012

The Public Disclosure of the Collective Bargaining Agreement will be distributed to Trustees and posted on the web by Friday, June 22, 2012.

Orange County Department of Education
District Fiscal Services

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

School District - Bargaining Unit: Capistrano Unified School District - Teamsters Local 952

Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2012 (date) and ending: June 30, 2013 (date)

The Governing Board will act upon this agreement on: June 27, 2012 (date)

A. Proposed Change in Compensation

	Compensation	Annual Cost Prior to Proposed Agreement FY	Fiscal Impact of Proposed Agreement		
			Year 1 Increase/(Decrease) 2011-12 FY	Year 2 Increase/(Decrease) FY	Year 3 Increase/(Decrease) FY
1	**Salary Schedule** Decrease 10 furlough days	$ 5,175,271	$ -	$ (359,190)	$ -
			0.00%	-6.94%	0.00%
2	**Step and Column** Increase (Decrease) Due to movement plus any changes due to settlement	$ 171,294	$ -	$ (85,647)	$ -
			0.00%	-50.00%	0.00%
3	**Other Compensation -** Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)	$ -	$ -	$ -	$ -
			0.00%	0.00%	0.00%
	Description of other compensation				
4	**Statutory Benefits** - STRS, PERS, FICA, WC, UI, Medicare etc.	$ 1,080,079	$ -	$ (92,835)	$ -
			0.00%	-8.60%	0.00%
5	**Health/Welfare Plans**	$ -	$ -	$ -	$ -
			0.00%	0.00%	0.00%
6	**Total Compensation -** Increase (Decrease) (Total Lines 1-5)	$ 6,426,644	$ -	$ (537,672)	$ -
7	**Total Number of Represented Employees** (Use FTEs if appropriate)	108.00	0	0	0
8	**Total Compensation Average Cost per Employee**	$ 59,506	$ -	$ (4,978)	$ -
			0.00%	-8.37%	0.00%

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

   There is no increase. For 2012-2013 Members have negotiated a one half (1/2) year salary schedule step freeze and ten (10 furlough days.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

    No

11. Please include comments and explanations as necessary.

    If the Governor's tax iniative fails the one half (1/2) year salry schedule step freeze and nine (9) of the ten (10) furlough days would be implemented.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits' Yes [X] No [ ]

    If yes, please describe the cap amount.

    The plans are capped at the 2010 calendar year rates. The capped amounts vary depending on which plan and whether the employee has dependents.

B. Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A

C. What are the specific impacts on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

N/A

D. What contingency language is included in the proposed agreement? Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.
If the Governor's tax initiative fails the one half (1/2) salary schedule step freeze and the nine (9) of the ten (10) furlough days would be implemented.

E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)? "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

This agreement will decrease the Districts' deficit in the 2012-2013 fiscal year.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None

G. Source of Funding for Proposed Agreement

1. Current Year

N/A , since the settlement is a decrease in obligations.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

The added furlough days and salary schedule step freeze will be for one year only and require reopening negotiations for the following year.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A , since the settlement is a decrease in obligations.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: **Teamsters Local 952**

	Column 1 Latest Board-Approved Budget Before Settlement (As of 06/11/12)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	$ 252,735,200	$ -	$ 142,382	$ 252,877,582
Remaining Revenues (8100-8799)	$ 39,482,662	$ -	$ 451,116	$ 39,933,778
TOTAL REVENUES	$ 292,217,862	$ -	$ 593,498	$ 292,811,360
EXPENDITURES				
Certificated Salaries (1000-1999)	$ 148,522,507	$ -	$ 296,818	$ 148,819,325
Classified Salaries (2000-2999)	$ 28,287,771	$ -	$ (56,075)	$ 28,231,696
Employee Benefits (3000-3999)	$ 56,421,886	$ -	$ (1,301,195)	$ 55,120,691
Books and Supplies (4000-4999)	$ 6,202,744	$ -	$ (1,390,648)	$ 4,812,096
Services, Other Operating Expenses (5000-5999)	$ 18,621,076	$ -	$ 840,436	$ 19,461,512
Capital Outlay (6000-6599)	$ 419,612	$ -	$ 12,023	$ 431,635
Other Outgo (7100-7299) (7400-7499)	$ 3,738,274	$ -	$ 682,804	$ 4,421,078
Direct Support/Indirect Cost (7300-7399)	$ (3,691,606)	$ -	$ (476,296)	$ (4,167,902)
Other Adjustments				
TOTAL EXPENDITURES	$ 258,522,264	$ -	$ (1,392,133)	$ 257,130,131
OPERATING SURPLUS (DEFICIT)	$ 33,695,598	$	$ 1,985,631	$ 35,681,229
TRANSFERS IN & OTHER SOURCES (8910-8979)	$ 2,758,297	$	$	$ 2,758,297
TRANSFERS OUT & OTHER USES (7610-7699)	$ -	$ -	$ -	$ -
CONTRIBUTIONS (8980-8999)	$ (49,851,895)	$	$ (267,815)	$ (50,119,710)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ (13,398,000)	$ *	$ 1,717,816	$ (11,680,184)
BEGINNING BALANCE	$ 24,407,895			$ 24,407,895
Prior-Year Adjustments/Restatements (9793/9795)	$			$ (1,196,667)
CURRENT-YEAR ENDING BALANCE	$ 11,009,895	$ -	$ 1,717,816	$ 11,531,044
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	$ 325,000	$ -	$ -	$ 325,000
Restricted Reserves (9740)	$ -	$ -	$ -	$ -
Stabilization Arrangements (9750)	$ -	$ -	$ -	$ -
Other Commitments (9760)	$ -	$ -	$ -	$ -
Other Assignments (9780)	$ 1,683,449	$ -	$ -	$ 1,683,449
Reserve for Economic Uncertainties (9789)	$ 9,001,446	$ -	$ 521,149	$ 9,522,595
Unassigned/Unappropriated (9790)	$ -	$ -		

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: **Teamsters Local 952**

	Column 1 Latest Board-Approved Budget Before Settlement (As of 06/11/12)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	$ 5,505,360	$ -	$ -	$ 5,505,360
Remaining Revenues (8100-8799)	$ 66,731,071	$ -	$ 194,356	$ 66,925,427
TOTAL REVENUES	$ 72,236,431	$ -	$ 194,356	$ 72,430,787
EXPENDITURES				
Certificated Salaries (1000-1999)	$ 43,510,255	$ -	$ 134,666	$ 43,644,921
Classified Salaries (2000-2999)	$ 28,497,619	$ -	$ (39,545)	$ 28,458,074
Employee Benefits (3000-3999)	$ 24,826,838	$ -	$ 11,285	$ 24,838,123
Books and Supplies (4000-4999)	$ 6,606,791	$ -	$ 23,603	$ 6,630,394
Services, Other Operating Expenses (5000-5999)	$ 11,714,933	$ -	$ (74,359)	$ 11,640,574
Capital Outlay (6000-6599)	$ 100,000	$ -	$ -	$ 100,000
Other Outgo (7100-7299) (7400-7499)	$ 6,556,073	$ -	$ -	$ 6,556,073
Direct Support/Indirect Cost (7300-7399)	$ 3,137,364	$ -	$ 406,521	$ 3,543,885
Other Adjustments				
TOTAL EXPENDITURES	$ 124,949,873	$	$ 462,171	$ 125,412,044
OPERATING SURPLUS (DEFICIT)	$ (52,713,442)	$	$ (267,815)	$ (52,981,257)
TRANSFERS IN & OTHER SOURCES (8910-8979)	$	$	$ -	$ -
TRANSFERS OUT & OTHER USES (7610-7699)	$ -	$ -	$ -	$ -
CONTRIBUTIONS (8980-8999)	$ 49,851,895	$	$ 267,815	$ 50,119,710
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ (2,861,547)	$ *	$ -	$ (2,861,547)
BEGINNING BALANCE	$ 4,236,303			$ -
Prior-Year Adjustments/Restatements (9793/9795)	$			$
CURRENT-YEAR ENDING BALANCE	$ 1,374,756	$	$	$ (2,861,547)
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	$ -	$ -	$ -	$ -
Restricted Reserves (9740)	$ 1,374,756	$ -	$ -	$ 1,374,756
Stabilization Arrangements (9750)	$ -	$ -	$ -	$ -
Other Commitments (9760)	$ -	$ -	$ -	$ -
Other Assignments (9780)	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties (9789)	$ -	$ -	$ -	$ -
Unassigned/Unappropriated (9790)	$ -	$ -	$ -	$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: **Teamsters Local 952**

	Column 1 Latest Board-Approved Budget Before Settlement (As of 06/11/12)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	$ 258,240,560	$ -	$ 142,382	$ 258,382,942
Remaining Revenues (8100-8799)	$ 106,213,733	$ -	$ 645,472	$ 106,859,205
TOTAL REVENUES	$ 364,454,293	$ -	$ 787,854	$ 365,242,147
EXPENDITURES				
Certificated Salaries (1000-1999)	$ 192,032,762	$ -	$ 431,484	$ 192,464,246
Classified Salaries (2000-2999)	$ 56,785,390	$ -	$ (95,620)	$ 56,689,770
Employee Benefits (3000-3999)	$ 81,248,724	$ -	$ (1,289,910)	$ 79,958,814
Books and Supplies (4000-4999)	$ 12,809,535	$ -	$ (1,367,045)	$ 11,442,490
Services, Other Operating Expenses (5000-5999)	$ 30,336,009	$ -	$ 766,077	$ 31,102,086
Capital Outlay (6000-6599)	$ 519,612	$ -	$ 12,023	$ 531,635
Other Outgo (7100-7299) (7400-7499)	$ 10,294,347	$ -	$ 682,804	$ 10,977,151
Direct Support/Indirect Cost (7300-7399)	$ (554,242)	$ -	$ (69,775)	$ (624,017)
Other Adjustments				
TOTAL EXPENDITURES	$ 383,472,137	$ -	$ (929,962)	$ 382,542,175
OPERATING SURPLUS (DEFICIT)	$ (19,017,844)	$ -	$ 1,717,816	$ (17,300,028)
TRANSFERS IN & OTHER SOURCES (8910-8979)	$ 2,758,297	$	$	$ 2,758,297
TRANSFERS OUT & OTHER USES (7610-7699)	$ -	$ -	$ -	$ -
CONTRIBUTIONS (8980-8999)	$	$	$	$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ (16,259,547)	$ -	$ 1,717,816	$ (14,541,731)
BEGINNING BALANCE	$ 28,644,198			$ 24,407,895
Prior-Year Adjustments/Restatements (9793/9795)	$			$ (1,196,667)
CURRENT-YEAR ENDING BALANCE	$ 12,384,651	$	$	$ 12,905,800
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	$ 325,000	$ -	$ -	$ 325,000
Restricted Reserves (9740)	$ 1,374,756	$ -	$ -	$ 1,374,756
Stabilization Arrangements (9750)	$ -	$ -	$ -	$ -
Other Commitments (9760)	$ -	$ -	$ -	$ -
Other Assignments (9780)	$ 1,683,449	$ -	$ -	$ 1,683,449
Reserve for Economic Uncertainties (9789)	$ 9,001,446	$ -	$ 521,149	$ 9,522,595
Unassigned/Unappropriated (9790)	$ -	$ -	$ -	$ -

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: **Teamsters Local 952**

	2011-12 Total Current Budget After Settlement	2012-13 First Subsequent Year After Settlement	2013-14 Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	$ 258,382,942	$ 236,068,462	$ 230,419,711
Remaining Revenues (8100-8799)	$ 106,859,205	$ 87,463,170	$ 87,463,170
TOTAL REVENUES	$ 365,242,147	$ 323,531,632	$ 317,882,881
EXPENDITURES			
Certificated Salaries (1000-1999)	$ 192,464,246	$ 158,993,972	$ 189,437,558
Classified Salaries (2000-2999)	$ 56,689,770	$ 46,733,409	$ 56,647,604
Employee Benefits (3000-3999)	$ 79,958,814	$ 74,703,212	$ 76,018,866
Books and Supplies (4000-4999)	$ 11,442,490	$ 11,877,007	$ 11,642,449
Services, Other Operating Expenses (5000-5999)	$ 31,102,086	$ 28,920,367	$ 29,614,455
Capital Outlay (6000-6999)	$ 531,635	$ 557,732	$ 569,678
Other Outgo (7100-7299) (7400-7499)	$ 10,977,151	$ 10,087,913	$ 10,087,913
Direct Support/Indirect Cost (7300-7399)	$ (624,017)	$ (650,123)	$ (650,123)
Other Adjustments		$	$ (52,500,000)
TOTAL EXPENDITURES	$ 382,542,175	$ 331,223,489	$ 320,868,400
OPERATING SURPLUS (DEFICIT)	$ (17,300,028)	$ (7,691,857)	$ (2,985,519)
TRANSFERS IN & OTHER SOURCES (8910-8979)	$ 2,758,297	$ 2,761,057	$ 2,761,057
TRANSFERS OUT & OTHER USES (7610-7699)	$ -	$ -	$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ (14,541,730)	$ (4,930,800)	$ (224,462)
BEGINNING BALANCE	$ 27,447,531	$ 12,905,800	$ 7,975,000
CURRENT-YEAR ENDING BALANCE	$ 12,905,800	$ 7,975,000	$ 7,750,538
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	$ 325,000	$ 325,000	$ -
Restricted Reserves (9740)	$ 1,374,756	$ 1,000,000	$ -
Stabilization Arrangements (9750)	$ -	$ -	$ -
Other Commitments (9760)	$ -	$ -	$ -
Other Assignments (9780)	$ 1,683,449	$ -	$ -
Reserve for Economic Uncertainties (9789)	$ 9,522,595	$ 6,650,000	$ 7,750,538
Unassigned/Unappropriated (9790)	$ -	$ -	$ -

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2011-12	2012-13	2013-14
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	$ 382,542,175	$ 331,223,489	$ 320,868,400
b.	State Standard Minimum Reserve Percentage for this District is 2%.	2.00%	2.00%	2.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR $50,000	$ 7,650,844	$ 6,624,470	$ 6,417,368

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	$ 9,522,595	$ 6,650,000	$ 6,873,228
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	$ -	$ -	$ -
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	$	$	$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	$	$	$
g.	Total Available Reserves	$ 9,522,595	$ 6,650,000	$ 6,873,228
h.	Reserve for Economic Uncertainties Percentage	2.49%	2.00%	2.14%

3. Do unrestricted reserves meet the state minimum reserve amount?

	Yes	No
2011-12	X	
2012-13	X	
2013-14	X	

4. If no, how do you plan to restore your reserves?

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

6. Please include any additional comments and explanations of Page 4 as necessary:

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Capistrano Unified School District, hereb certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the California School Employees Association, Chapter 224 Bargaining Unit, during the term of the agreement from July 01, 2012 to June 30, 2013 .

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:	**Budget Adjustment Increase (Decrease)**
Revenues/Other Financing Sources	
Expenditures/Other Financing Uses	-
Ending Balance Increase (Decrease)	-

(No budget revisions necessary)

District Superintendent (Signature)	27-Jun-12 **Date**
Chief Business Officer (Signature)	27-Jun-12 **Date**

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

	27-Jun-12
District Superintendent (or Designee) (Signature)	**Date**
	27-Jun-12
President or Clerk of Governing Board (Signature)	**Date**
Philippa Geiger, Executive Director of Fiscal Services	949-234-9316
Contact Person	**Phone**

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 27, 2012

2012-2013 BUDGET ADOPTION

Staff was still preparing this exhibit at the time the agenda went to print. The supporting documentation will be distributed to Trustees and posted to the web by June 21, 2012.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 27, 2012

2012-2013 BUDGET ADOPTION

BACKGROUND INFORMATION

In accordance with Article IV, §12 of the California Constitution, Governor Brown released his 2012-2013 fiscal year budget proposal in January. At its regular meeting of January 25, 2012, Trustees were informed of the potential impacts of the Governor's January budget proposal.

On Monday, May 21, 2012, the Governor released the May Budget Revision, which proposes flat funding in 2012-2013. The 2012-2013 funding is contingent upon passage of the Governor's tax initiative. If the Governor's tax initiative does not pass, School Services of California is recommending districts include an additional $441 per ADA cut to their revenue.

At the Board meeting on June 11, 2012, staff presented to Trustees a preliminary 2012-2013 budget, as well as the budget guidelines and assumptions to be used in the District's 2012-2013 final budget.

CURRENT CONSIDERATIONS

This agenda item requests Board approval of the 2012-2013 District budget. This final budget incorporates the revised budget assumptions per guidance provided by the Orange County Department of Education and School Services of California.

As required by law, the Board will also conduct a public hearing on the final budget. A final version of this agenda item has been available for public inspection, both in the lobby of the Education Center and on the District website, since Friday, June 22, 2012. Included in this packet of information are the following items:

- 2012-2013 Budgets for District's Funds
- School District Certification of the State Criteria and Standards and the Workers' Compensation Certification
- State Criteria and Standards
- 2012-2013 Budget Guidelines and Assumptions

Final Budget Overview

Revenue Budget – The final budget has been prepared based upon the revenue assumptions contained in the Governor's May Revise. The budget assumes a 3.24 percent statutory cost-of-living (COLA) revenue adjustment over 2011-2012; however, a 22.272 percent deficit factor is applied to the base revenue limit (funding per student), yielding essentially the same revenue limit per student, as received in 2011-2012. ADA (prior year) for revenue limit funding is projected to be 49,204. The District is projecting a decline in enrollment of 650 in 2012-2013.

EXHIBIT 5

State categorical revenues are budgeted with no COLA. In 2012-2013, the District does not anticipate receiving any federal stimulus funds.

Additionally, the budget includes approximately $11 million in Tier III categorical flexibility.

Expenditure Budget – The 2012-2013 expenditure budget contains the cost of automatic step and column salary increases and projected health and welfare benefit premium increases, as applicable to the various bargaining units. Increases for statutory benefits and operational costs, as outlined in the budget assumptions, are included.

Ending Fund Balance – The final budget for 2012-2013 shows general fund revenues and other sources estimated at $323 million with estimated expenditures and other uses of $331 million. The unrestricted reserve for economic uncertainties is projected to be $6.6 million, as of budget adoption. This reserve exceeds the two percent required reserve level.

Revised Final Budget – As required by law, staff will bring forward any adjustments to the District's budget necessitated by the state budget within 45 days after the adoption of the state budget.

FINANCIAL IMPLICATIONS

The financial implications of this agenda item have been detailed under Current Considerations and presented in the attached documents.

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 approve the revised budget guidelines and assumptions, adopt the budget, and approve the Criteria & Standards for the 2012-2013 fiscal year.

Fiscal Solvency Statement

In submitting the 2012-2013 July Adopted Budget, the Board understands its fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years. With the 2012-2013 July Adopted Budget submission, the Board is providing an update on the budget reductions plan for fiscal year 2012-2013.

Furthermore, in the event that the Governor's November 2012 tax initiative is unsuccessful, the District's funding will be reduced by an additional $441/ADA or $21.5 million. The Board acknowledges that the District has a contingency plan in place to address this mid-year trigger reduction in funding.

Due to California's sluggish economic recovery, the uncertain outcome of the Governor's November tax initiative, the potential implementation of the Weighted Student Funding Formula, and proposed implementation of trigger reductions for 2012-2013, it is recognized that, if necessary, the school district plans to implement between $31 million and $52.5 million in ongoing budget reductions in 2013-2014.

April 4, 2012

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County Superintendent of Schools

LYNN APRIL HARTLINE
Deputy Superintendent

JOHN L. NELSON
Associate Superintendent

ORANGE COUNTY BOARD OF EDUCATION

JOHN W. BEDELL, PH.D.
DAVID L. BOYD
ELIZABETH PARKER
LONG PHAM, PH.D.
KEN L. WILLIAMS, D.O.

To: Assistant Superintendents, Business
Directors/Managers of Business
Regional Occupational Programs

From: Wendy Benkert, Ed.D.
Associate Superintendent
Business Services

Subject: PUBLICATION NOTICES OF PUBLIC HEARING AND INSPECTION OF 2012-13 PROPOSED BUDGET

Education Code Section 42103 requires the governing board of each school district to hold public hearings on the proposed budget for their district. The public hearing for single adoption districts should be held on or before July 1. Dual adoption districts need to hold two public hearings, one prior to July 1 and one prior to September 8. The hearings should be held at least three days following availability of the proposed budget for the public inspection.

The county superintendent of schools is required to publish in a newspaper of general circulation, a notification of dates, times, and location of the final public hearing. Although dual adoption districts are required to hold two public hearings, they are only required to have one publication notice prior to September 8. The notification needs to be published no less than 10 days prior to the date set for the public hearing.

In order for our office to comply with this provision, we have enclosed a form for your district to complete and return no later than May 4, 2012 for Single Adoption districts and July 13, 2012 for Dual Adoption districts. Please return the form to Darou Phouangvankham and she will complete the notification process with the newspapers.

The cost of the publication notice is a legal charge against the school district for which the publication is made. Please feel free to call me at (714) 966-4229 if you have any questions regarding this information.

Enclosure

cc: Superintendents

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2012-13 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) Revenue Limit Sources		8010-8099	252,877,582.00	5,505,360.00	258,382,942.00	230,563,102.00	5,505,360.00	236,068,462.00	-8.6%
2) Federal Revenue		8100-8299	931,538.00	29,661,221.62	30,592,759.62	700,000.00	16,288,029.00	16,988,029.00	-44.5%
3) Other State Revenue		8300-8599	32,691,677.21	36,215,374.00	68,907,051.21	31,088,756.00	35,194,096.00	66,282,852.00	-3.8%
4) Other Local Revenue		8600-8799	6,310,563.00	1,048,831.30	7,359,394.30	3,462,464.00	729,825.00	4,192,289.00	-43.0%
5) TOTAL, REVENUES			292,811,360.21	72,430,786.92	365,242,147.13	265,814,322.00	57,717,310.00	323,531,632.00	-11.4%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	148,819,325.00	43,644,921.00	192,464,246.00	127,753,728.00	31,240,244.00	158,993,972.00	-17.4%
2) Classified Salaries		2000-2999	28,231,696.00	28,458,073.98	56,689,769.98	18,458,483.00	28,274,926.00	46,733,409.00	-17.6%
3) Employee Benefits		3000-3999	55,120,691.00	24,838,123.34	79,958,814.34	54,324,374.00	20,378,838.00	74,703,212.00	-6.6%
4) Books and Supplies		4000-4999	4,812,096.21	6,630,394.36	11,442,490.57	5,556,694.00	6,320,313.00	11,877,007.00	3.8%
5) Services and Other Operating Expenditures		5000-5999	19,461,512.00	11,640,573.03	31,102,085.03	15,505,147.00	13,415,220.00	28,920,367.00	-7.0%
6) Capital Outlay		6000-6999	431,635.00	100,000.00	531,635.00	497,732.00	60,000.00	557,732.00	4.9%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	4,421,078.00	6,556,073.00	10,977,151.00	3,856,627.00	6,231,286.00	10,087,913.00	-8.1%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(4,167,902.00)	3,543,885.00	(624,017.00)	(4,606,682.00)	3,956,559.00	(650,123.00)	4.2%
9) TOTAL, EXPENDITURES			257,130,131.21	125,412,043.71	382,542,174.92	221,346,103.00	109,877,386.00	331,223,489.00	-13.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			35,681,229.00	(52,981,256.79)	(17,300,027.79)	44,468,219.00	(52,160,076.00)	(7,691,857.00)	-55.5%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	2,758,297.00	0.00	2,758,297.00	2,761,057.00	0.00	2,761,057.00	0.1%
b) Transfers Out		7600-7629	0.00	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	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(50,119,709.58)	50,119,709.58	0.00	(50,785,320.00)	50,785,320.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(47,361,412.58)	50,119,709.58	2,758,297.00	(48,024,263.00)	50,785,320.00	2,761,057.00	0.1%

Attachment 1

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2012-13 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(11,680,183.58)	(2,861,547.21)	(14,541,730.79)	(3,556,044.00)	(1,374,756.00)	(4,930,800.00)	-66.1%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	24,407,895.00	4,236,303.21	28,644,198.21	11,531,044.42	1,374,756.00	12,905,800.42	-54.9%
b) Audit Adjustments		9793	(1,196,667.00)	0.00	(1,196,667.00)	0.00	0.00	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			23,211,228.00	4,236,303.21	27,447,531.21	11,531,044.42	1,374,756.00	12,905,800.42	-53.0%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			23,211,228.00	4,236,303.21	27,447,531.21	11,531,044.42	1,374,756.00	12,905,800.42	-53.0%
2) Ending Balance, June 30 (E + F1e)			11,531,044.42	1,374,756.00	12,905,800.42	7,975,000.42	0.00	7,975,000.42	-38.2%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	175,000.00	0.00	175,000.00	175,000.00	0.00	175,000.00	0.0%
Stores		9712	150,000.00	0.00	150,000.00	150,000.00	0.00	150,000.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	1,374,756.00	1,374,756.00	0.00	0.00	0.00	-100.0%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	1,683,449.00	0.00	1,683,449.00	1,000,000.00	0.00	1,000,000.00	-40.6%
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	7,650,844.00	0.00	7,650,844.00	6,650,000.42	0.00	6,650,000.42	-13.1%
Unassigned/Unappropriated Amount		9790	1,871,751.42	0.00	1,871,751.42	0.00	0.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2012-13 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
G. ASSETS									
1) Cash									
a) in County Treasury		9110	0.00	0.00	0.00				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Fund		9130	0.00	0.00	0.00				
d) with Fiscal Agent		9135	0.00	0.00	0.00				
e) collections awaiting deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	0.00	0.00	0.00				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) Fixed Assets		9400							
10) TOTAL, ASSETS			0.00	0.00	0.00				
H. LIABILITIES									
1) Accounts Payable		9500	0.00	0.00	0.00				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Deferred Revenue		9650	0.00	0.00	0.00				
6) Long-Term Liabilities		9660							
7) TOTAL, LIABILITIES			0.00	0.00	0.00				
I. FUND EQUITY									
Ending Fund Balance, June 30 (G10 - H7)			0.00	0.00	0.00				

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2012-13 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
REVENUE LIMIT SOURCES									
Principal Apportionment State Aid - Current Year		8011	46,048,122.00	0.00	46,048,122.00	24,588,455.00	0.00	24,588,455.00	-46.6%
Charter Schools General Purpose Entitlement - State Aid		8015	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Aid - Prior Years		8019	(247,307.00)	0.00	(247,307.00)	0.00	0.00	0.00	-100.0%
Tax Relief Subventions Homeowners' Exemptions		8021	1,986,847.00	0.00	1,986,847.00	1,986,847.00	0.00	1,986,847.00	0.0%
Timber Yield Tax		8022	0.00	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	0.00	0.0%
County & District Taxes Secured Roll Taxes		8041	221,741,358.00	0.00	221,741,358.00	221,741,358.00	0.00	221,741,358.00	0.0%
Unsecured Roll Taxes		8042	8,647,349.00	0.00	8,647,349.00	8,647,349.00	0.00	8,647,349.00	0.0%
Prior Years' Taxes		8043	5,254,904.00	0.00	5,254,904.00	5,254,904.00	0.00	5,254,904.00	0.0%
Supplemental Taxes		8044	1,118,516.00	0.00	1,118,516.00	1,118,516.00	0.00	1,118,516.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	(15,988,719.00)	0.00	(15,988,719.00)	(15,988,719.00)	0.00	(15,988,719.00)	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	454,854.00	0.00	454,854.00	454,854.00	0.00	454,854.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	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	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	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	0.00	0.0%
Subtotal, Revenue Limit Sources			269,015,924.00	0.00	269,015,924.00	247,803,564.00	0.00	247,803,564.00	-7.9%
Revenue Limit Transfers									
Unrestricted Revenue Limit Transfers - Current Year	0000	8091	(5,505,360.00)		(5,505,360.00)	(5,505,360.00)		(5,505,360.00)	0.0%
Continuation Education ADA Transfer	2200	8091		0.00	0.00		0.00	0.00	0.0%
Community Day Schools Transfer	2430	8091		0.00	0.00		0.00	0.00	0.0%
Special Education ADA Transfer	6500	8091		5,505,360.00	5,505,360.00		5,505,360.00	5,505,360.00	0.0%
All Other Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction Transfer		8092	647,402.00	0.00	647,402.00	443,426.00	0.00	443,426.00	-31.5%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(11,280,384.00)	0.00	(11,280,384.00)	(12,178,528.00)	0.00	(12,178,528.00)	8.0%
Property Taxes Transfers		8097	0.00	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	0.00	0.0%
TOTAL, REVENUE LIMIT SOURCES			252,877,582.00	5,505,360.00	258,382,942.00	230,563,102.00	5,505,360.00	236,068,462.00	-8.6%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	8,435,937.00	8,435,937.00	0.00	7,948,440.00	7,948,440.00	-5.8%
Special Education Discretionary Grants		8182	0.00	2,012,382.00	2,012,382.00	0.00	1,833,664.00	1,833,664.00	-8.9%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	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	0.00	0.0%
FEMA		8281	0.00	273,513.00	273,513.00	0.00	0.00	0.00	-100.0%
Interagency Contracts Between LEAs		8285	0.00	9,636.00	9,636.00	0.00	0.00	0.00	-100.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB/IASA	3000-3009, 3011-3024, 3026-3299, 4000-4034, 4036-4139, 4202, 4204-4215, 5510	8290		10,443,579.20	10,443,579.20		0.00	0.00	-100.0%
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290		5,144,840.00	5,144,840.00		3,386,054.00	3,386,054.00	-34.2%
NCLB: Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
NCLB: Title II, Part A, Teacher Quality	4035	8290		985,402.00	985,402.00		882,623.00	882,623.00	-10.4%
NCLB: Title III, Immigrant Education Program	4201	8290		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2012-13 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290		795,245.00	795,245.00		625,552.00	625,552.00	-21.3%
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290		185,263.00	185,263.00		246,686.00	246,686.00	33.2%
Safe and Drug Free Schools	3700-3799	8290		0.00	0.00		0.00	0.00	0.0%
Other Federal Revenue	All Other	8290	931,538.00	1,375,424.42	2,306,962.42	700,000.00	1,365,010.00	2,065,010.00	-10.5%
TOTAL, FEDERAL REVENUE			931,538.00	29,661,221.62	30,592,759.62	700,000.00	16,288,029.00	16,988,029.00	-44.5%
OTHER STATE REVENUE									
Other State Apportionments									
Community Day School Additional Funding Current Year	2430	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	2430	8319		0.00	0.00		0.00	0.00	0.0%
ROC/P Entitlement Current Year	6355-6360	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6355-6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311		25,101,308.00	25,101,308.00		24,309,874.00	24,309,874.00	-3.2%
Prior Years	6500	8319		62,663.00	62,663.00		0.00	0.00	-100.0%
Home-to-School Transportation	7230	8311		700,285.00	700,285.00		700,285.00	700,285.00	0.0%
Economic Impact Aid	7090-7091	8311		3,184,593.00	3,184,593.00		3,184,593.00	3,184,593.00	0.0%
Spec. Ed. Transportation	7240	8311		1,808,227.00	1,808,227.00		1,808,227.00	1,808,227.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	22,189.00	202,956.00	225,145.00	22,189.00	202,956.00	225,145.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	(357.00)	0.00	(357.00)	0.00	0.00	0.00	-100.0%
Year Round School Incentive		8425	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction, K-3		8434	7,666,108.00	0.00	7,666,108.00	6,900,000.00	0.00	6,900,000.00	-10.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	139,661.00	0.00	139,661.00	0.00	0.00	0.00	-100.0%
Lottery - Unrestricted and Instructional Materials		8560	6,470,990.00	1,420,946.00	7,891,936.00	6,305,330.00	1,269,082.00	7,574,412.00	-4.0%
Tax Relief Subventions Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	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	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	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	0.0%
After School Education and Safety (ASES)	6010	8590		562,500.00	562,500.00		562,500.00	562,500.00	0.0%
Charter School Facility Grant	6030	8590		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	0.0%
Healthy Start	6240	8590		0.00	0.00		0.00	0.00	0.0%
Class Size Reduction Facilities	6200	8590		0.00	0.00		0.00	0.00	0.0%
School Community Violence Prevention Grant	7391	8590		0.00	0.00		0.00	0.00	0.0%
Quality Education Investment Act	7400	8590		413,100.00	413,100.00		413,100.00	413,100.00	0.0%
All Other State Revenue	All Other	8590	18,393,086.21	2,758,796.00	21,151,882.21	17,861,237.00	2,743,479.00	20,604,716.00	-2.6%
TOTAL, OTHER STATE REVENUE			32,691,677.21	36,215,374.00	68,907,051.21	31,088,756.00	35,194,096.00	66,282,852.00	-3.8%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2012-13 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
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	0.00	0.0%
Unsecured Roll		8616	0.00	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	0.00	0.0%
Supplemental Taxes		8618	0.00	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	0.00	0.0%
Other		8622	0.00	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	0.00	0.0%
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	8,732.00	0.00	8,732.00	0.00	0.00	0.00	-100.0%
Sale of Publications		8632	0.00	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	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	1,100,442.00	0.00	1,100,442.00	359,500.00	0.00	359,500.00	-67.3%
Interest		8660	450,000.00	0.00	450,000.00	312,500.00	0.00	312,500.00	-30.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	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	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	478,434.00	478,434.00	0.00	478,500.00	478,500.00	0.0%
Transportation Services	7230, 7240	8677		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	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	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	0.00	0.0%
Other Local Revenue									
Plus: Misc Funds Non-Revenue Limit (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	4,343,081.00	510,397.30	4,853,478.30	2,540,464.00	191,325.00	2,731,789.00	-43.7%
Tuition		8710	260,082.00	0.00	260,082.00	250,000.00	0.00	250,000.00	-3.9%
All Other Transfers In		8781-8783	148,226.00	0.00	148,226.00	0.00	0.00	0.00	-100.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6500	8793		60,000.00	60,000.00		60,000.00	60,000.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		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	0.00	0.0%
From County Offices	All Other	8792	0.00	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	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			6,310,563.00	1,048,831.30	7,359,394.30	3,462,464.00	729,825.00	4,192,289.00	-43.0%
TOTAL, REVENUES			292,811,360.21	72,430,786.92	365,242,147.13	265,814,322.00	57,717,310.00	323,531,632.00	-11.4%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2012-13 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	133,794,254.00	35,482,151.00	169,276,405.00	114,045,823.00	22,833,485.00	136,879,308.00	-19.1%
Certificated Pupil Support Salaries		1200	3,036,897.00	4,246,061.00	7,282,958.00	2,029,003.00	4,381,305.00	6,410,308.00	-12.0%
Certificated Supervisors' and Administrators' Salaries		1300	11,538,128.00	1,637,336.00	13,175,464.00	11,288,276.00	1,753,024.00	13,041,300.00	-1.0%
Other Certificated Salaries		1900	450,046.00	2,279,373.00	2,729,419.00	390,626.00	2,272,430.00	2,663,056.00	-2.4%
TOTAL, CERTIFICATED SALARIES			148,819,325.00	43,644,921.00	192,464,246.00	127,753,728.00	31,240,244.00	158,993,972.00	-17.4%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	1,105,893.00	12,449,244.00	13,555,137.00	250,730.00	12,429,048.00	12,679,778.00	-6.5%
Classified Support Salaries		2200	11,443,265.00	12,134,992.83	23,578,257.83	7,892,066.00	12,034,998.00	19,927,064.00	-15.5%
Classified Supervisors' and Administrators' Salaries		2300	1,625,533.00	1,135,230.00	2,760,763.00	1,063,208.00	1,015,682.00	2,078,890.00	-24.7%
Clerical, Technical and Office Salaries		2400	11,880,391.00	1,366,565.00	13,246,956.00	7,160,317.00	1,427,290.00	8,587,607.00	-35.2%
Other Classified Salaries		2900	2,176,614.00	1,372,042.15	3,548,656.15	2,092,162.00	1,367,908.00	3,460,070.00	-2.5%
TOTAL, CLASSIFIED SALARIES			28,231,696.00	28,458,073.98	56,689,769.98	18,458,483.00	28,274,926.00	46,733,409.00	-17.6%
EMPLOYEE BENEFITS									
STRS		3101-3102	12,309,343.00	3,591,132.00	15,900,475.00	10,882,063.00	2,575,578.00	13,457,641.00	-15.4%
PERS		3201-3202	2,743,583.00	2,445,477.50	5,189,060.50	2,391,713.00	2,574,438.00	4,966,151.00	-4.3%
OASDI/Medicare/Alternative		3301-3302	4,260,300.00	2,523,634.29	6,783,934.29	3,825,660.00	2,333,453.00	6,159,113.00	-9.2%
Health and Welfare Benefits		3401-3402	27,602,071.00	12,849,997.00	40,452,068.00	28,739,154.00	10,375,528.00	39,114,682.00	-3.3%
Unemployment Insurance		3501-3502	3,101,263.00	1,160,275.84	4,261,538.84	1,270,852.00	652,151.00	1,923,003.00	-54.9%
Workers' Compensation		3601-3602	3,507,136.00	1,436,125.68	4,943,261.68	3,260,167.00	1,189,295.00	4,449,462.00	-10.0%
OPEB, Allocated		3701-3702	473,858.00	194,511.66	668,369.66	506,069.00	160,079.00	666,148.00	-0.3%
OPEB, Active Employees		3751-3752	760,230.00	286,303.00	1,046,533.00	810,579.00	233,634.00	1,044,213.00	-0.2%
PERS Reduction		3801-3802	279,475.00	295,611.00	575,086.00	152,541.00	226,863.00	379,404.00	-34.0%
Other Employee Benefits		3901-3902	63,432.00	55,055.37	138,487.37	2,485,576.00	57,819.00	2,543,395.00	1736.6%
TOTAL, EMPLOYEE BENEFITS			55,120,691.00	24,838,123.34	79,958,814.34	54,324,374.00	20,378,838.00	74,703,212.00	-6.6%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	555,078.00	1,197,448.00	1,752,526.00	70,000.00	1,244,548.00	1,314,548.00	-25.0%
Books and Other Reference Materials		4200	30,722.00	103,948.00	134,670.00	0.00	2,000.00	2,000.00	-98.5%
Materials and Supplies		4300	3,252,048.21	4,667,166.36	7,919,214.57	5,051,494.00	4,814,115.00	9,865,609.00	24.6%
Noncapitalized Equipment		4400	974,248.00	661,832.00	1,636,080.00	435,200.00	259,650.00	694,850.00	-57.5%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			4,812,096.21	6,630,394.36	11,442,490.57	5,556,694.00	6,320,313.00	11,877,007.00	3.8%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	53,830.00	3,078,420.00	3,132,250.00	10,000.00	3,417,733.00	3,427,733.00	9.4%
Travel and Conferences		5200	279,997.00	341,455.53	621,452.53	250,746.00	275,546.00	526,292.00	-15.3%
Dues and Memberships		5300	10,992.00	3,200.00	14,192.00	10,860.00	3,200.00	14,060.00	-0.9%
Insurance		5400 - 5450	2,200,000.00	0.00	2,200,000.00	2,200,000.00	0.00	2,200,000.00	0.0%
Operations and Housekeeping Services		5500	9,100,000.00	0.00	9,100,000.00	9,425,000.00	0.00	9,425,000.00	3.6%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	2,532,574.00	3,014,321.00	5,546,895.00	1,742,293.00	2,801,813.00	4,544,106.00	-18.1%
Transfers of Direct Costs		5710	483,199.00	(483,199.00)	0.00	(15,255.00)	15,255.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(260,426.00)	0.00	(260,426.00)	(563,705.00)	0.00	(563,705.00)	116.5%
Professional/Consulting Services and Operating Expenditures		5800	4,248,616.00	5,681,225.50	9,929,841.50	1,660,208.00	6,896,573.00	8,556,781.00	-13.8%
Communications		5900	812,730.00	5,150.00	817,880.00	785,000.00	5,100.00	790,100.00	-3.4%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			19,461,512.00	11,640,573.03	31,102,085.03	15,505,147.00	13,415,220.00	28,920,367.00	-7.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2012-13 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
CAPITAL OUTLAY									
Land		6100	0.00	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	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	60,000.00	60,000.00	New
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	431,635.00	100,000.00	531,635.00	497,732.00	0.00	497,732.00	-6.4%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			431,635.00	100,000.00	531,635.00	497,732.00	60,000.00	557,732.00	4.9%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	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	0.00	134,480.00	134,480.00	0.00	134,480.00	134,480.00	0.0%
Payments to County Offices		7142	0.00	5,619,106.00	5,619,106.00	0.00	5,619,106.00	5,619,106.00	0.0%
Payments to JPAs		7143	0.00	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	0.00	0.0%
To County Offices		7212	0.00	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	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools	6500	7221		322,339.00	322,339.00		0.00	0.00	-100.0%
To County Offices	6500	7222		310,985.00	310,985.00		310,985.00	310,985.00	0.0%
To JPAs	6500	7223		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	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		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	0.00	0.0%
All Other Transfers		7281-7283	2,473,995.00	26,982.00	2,500,977.00	2,472,291.00	24,534.00	2,496,825.00	-0.2%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	278,130.00	19,685.00	297,815.00	210,658.00	14,270.00	224,928.00	-24.5%
Other Debt Service - Principal		7439	1,668,953.00	122,496.00	1,791,449.00	1,173,678.00	127,911.00	1,301,589.00	-27.3%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			4,421,078.00	6,556,073.00	10,977,151.00	3,856,627.00	6,231,286.00	10,087,913.00	-8.1%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(3,543,885.00)	3,543,885.00	0.00	(3,956,559.00)	3,956,559.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(624,017.00)	0.00	(624,017.00)	(650,123.00)	0.00	(650,123.00)	4.2%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(4,167,902.00)	3,543,885.00	(624,017.00)	(4,606,682.00)	3,956,559.00	(650,123.00)	4.2%
TOTAL, EXPENDITURES			257,130,131.21	125,412,043.71	382,542,174.92	221,346,103.00	109,877,386.00	331,223,489.00	-13.4%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2012-13 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	650,000.00	0.00	650,000.00	650,000.00	0.00	650,000.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	2,108,297.00	0.00	2,108,297.00	2,111,057.00	0.00	2,111,057.00	0.1%
(a) TOTAL, INTERFUND TRANSFERS IN			2,758,297.00	0.00	2,758,297.00	2,761,057.00	0.00	2,761,057.00	0.1%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	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	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	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	0.00	0.0%
To: Cafeteria Fund		7616	0.00	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	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	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	0.00	0.0%
Proceeds									
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	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	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	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	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	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	0.00	0.0%
(c) TOTAL, SOURCES			0.00	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	0.00	0.0%
All Other Financing Uses		7699	0.00	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	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(50,119,709.58)	50,119,709.58	0.00	(50,785,320.00)	50,785,320.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	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	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(50,119,709.58)	50,119,709.58	0.00	(50,785,320.00)	50,785,320.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(47,361,412.58)	50,119,709.58	2,758,297.00	(48,024,263.00)	50,785,320.00	2,761,057.00	0.1%

Description	Function Codes	Object Codes	2011-12 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2012-13 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) Revenue Limit Sources		8010-8099	252,877,582.00	5,505,360.00	258,382,942.00	230,563,102.00	5,505,360.00	236,068,462.00	-7.9%
2) Federal Revenue		8100-8299	931,538.00	29,661,221.62	30,592,759.62	700,000.00	16,288,029.00	16,988,029.00	-44.5%
3) Other State Revenue		8300-8599	32,691,677.21	36,215,374.00	68,907,051.21	31,088,756.00	35,194,096.00	66,282,852.00	-3.8%
4) Other Local Revenue		8600-8799	6,310,563.00	1,048,831.30	7,359,394.30	3,462,464.00	729,825.00	4,192,289.00	-43.0%
5) TOTAL, REVENUES			292,811,360.21	72,430,786.92	365,242,147.13	265,814,322.00	57,717,310.00	323,531,632.00	-10.8%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		178,763,457.21	73,733,326.36	252,496,783.57	158,715,347.00	59,043,780.00	217,759,127.00	-13.8%
2) Instruction - Related Services	2000-2999		28,488,041.00	9,817,474.39	38,305,515.39	21,435,182.00	9,614,169.00	31,049,351.00	-18.9%
3) Pupil Services	3000-3999		8,971,847.00	20,144,726.37	29,116,573.37	7,495,966.00	20,235,921.00	27,731,887.00	-4.8%
4) Ancillary Services	4000-4999		3,343,645.00	0.00	3,343,645.00	2,317,200.00	0.00	2,317,200.00	-30.7%
5) Community Services	5000-5999		2,809.00	0.00	2,809.00	0.00	0.00	0.00	-100.0%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		12,118,827.00	3,773,485.59	15,892,312.59	10,175,532.00	3,956,559.00	14,132,091.00	-11.1%
8) Plant Services	8000-8999		21,020,427.00	11,386,958.00	32,407,385.00	17,350,249.00	10,795,671.00	28,145,920.00	-13.1%
9) Other Outgo	9000-9999	Except 7600-7699	4,421,078.00	6,556,073.00	10,977,151.00	3,856,627.00	6,231,286.00	10,087,913.00	-8.1%
10) TOTAL, EXPENDITURES			257,130,131.21	125,412,043.71	382,542,174.92	221,346,103.00	109,877,386.00	331,223,489.00	-13.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			35,681,229.00	(52,981,256.79)	(17,300,027.79)	44,468,219.00	(52,160,076.00)	(7,691,857.00)	-55.5%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers a) Transfers In		8900-8929	2,758,297.00	0.00	2,758,297.00	2,761,057.00	0.00	2,761,057.00	0.1%
b) Transfers Out		7600-7629	0.00	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	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(50,119,709.58)	50,119,709.58	0.00	(50,785,320.00)	50,785,320.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(47,361,412.58)	50,119,709.58	2,758,297.00	(48,024,263.00)	50,785,320.00	2,761,057.00	0.1%

Description	Function Codes	Object Codes	2011-12 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2012-13 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(11,680,183.58)	(2,861,547.21)	(14,541,730.79)	(3,556,044.00)	(1,374,756.00)	(4,930,800.00)	-66.1%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	24,407,895.00	4,236,303.21	28,644,198.21	11,531,044.42	1,374,756.00	12,905,800.42	-54.9%
b) Audit Adjustments		9793	(1,196,667.00)	0.00	(1,196,667.00)	0.00	0.00	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			23,211,228.00	4,236,303.21	27,447,531.21	11,531,044.42	1,374,756.00	12,905,800.42	-53.0%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			23,211,228.00	4,236,303.21	27,447,531.21	11,531,044.42	1,374,756.00	12,905,800.42	-53.0%
2) Ending Balance, June 30 (E + F1e)			11,531,044.42	1,374,756.00	12,905,800.42	7,975,000.42	0.00	7,975,000.42	-38.2%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	175,000.00	0.00	175,000.00	175,000.00	0.00	175,000.00	0.0%
Stores		9712	150,000.00	0.00	150,000.00	150,000.00	0.00	150,000.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	1,374,756.00	1,374,756.00	0.00	0.00	0.00	-100.0%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	1,683,449.00	0.00	1,683,449.00	1,000,000.00	0.00	1,000,000.00	-40.6%
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	7,650,844.00	0.00	7,650,844.00	6,650,000.42	0.00	6,650,000.42	-13.1%
Unassigned/Unappropriated Amount		9790	1,871,751.42	0.00	1,871,751.42	0.00	0.00	0.00	-100.0%

Resource	Description	2011-12 Estimated Actuals	2012-13 Budget
5640	Medi-Cal Billing Option	374,756.00	0.00
6512	Special Ed: Mental Health Services	1,000,000.00	0.00
Total, Restricted Balance		1,374,756.00	0.00

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	338,285.00	340,702.00	0.7%
3) Other State Revenue		8300-8599	1,613,128.00	1,569,989.00	-2.7%
4) Other Local Revenue		8600-8799	2,155,453.00	2,150,100.00	-0.2%
5) TOTAL, REVENUES			4,106,866.00	4,060,791.00	-1.1%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	1,529,984.00	1,266,945.00	-17.2%
2) Classified Salaries		2000-2999	414,479.00	395,139.00	-4.7%
3) Employee Benefits		3000-3999	371,581.00	345,779.00	-6.9%
4) Books and Supplies		4000-4999	37,325.00	26,744.00	-28.3%
5) Services and Other Operating Expenditures		5000-5999	1,141,414.00	1,040,753.00	-8.8%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	108,664.00	74,374.00	-31.6%
9) TOTAL, EXPENDITURES			3,603,447.00	3,149,734.00	-12.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			503,419.00	911,057.00	81.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	908,297.00	911,057.00	0.3%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(908,297.00)	(911,057.00)	0.3%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(404,878.00)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	404,878.00	0.00	-100.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			404,878.00	0.00	-100.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			404,878.00	0.00	-100.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400	0.00		
10) TOTAL, ASSETS			0.00		
H. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			0.00		
I. FUND EQUITY					
Ending Fund Balance, June 30 (G10 - H7)			0.00		

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
FEDERAL REVENUE					
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
NCLB / IASA	3000-3299, 4000-4139, 4201-4215, 4610, 5510	8290	0.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290	0.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.0%
Other Federal Revenue	All Other	8290	338,285.00	340,702.00	0.7%
TOTAL, FEDERAL REVENUE			338,285.00	340,702.00	0.7%
OTHER STATE REVENUE					
Other State Apportionments					
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.0%
All Other State Revenue		8590	1,613,128.00	1,569,989.00	-2.7%
TOTAL, OTHER STATE REVENUE			1,613,128.00	1,569,989.00	-2.7%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	10,000.00	5,100.00	-49.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Adult Education Fees		8671	295,453.00	295,000.00	-0.2%
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	1,850,000.00	1,850,000.00	0.0%
Tuition		8710	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,155,453.00	2,150,100.00	-0.2%
TOTAL, REVENUES			4,106,866.00	4,060,791.00	-1.1%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	1,196,086.00	977,403.00	-18.3%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	333,898.00	289,542.00	-13.3%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			1,529,984.00	1,266,945.00	-17.2%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	172,840.00	134,484.00	-22.2%
Classified Support Salaries		2200	44,980.00	47,657.00	6.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	158,882.00	167,790.00	5.6%
Other Classified Salaries		2900	37,777.00	45,208.00	19.7%
TOTAL, CLASSIFIED SALARIES			414,479.00	395,139.00	-4.7%
EMPLOYEE BENEFITS					
STRS		3101-3102	123,361.00	105,583.00	-14.4%
PERS		3201-3202	30,049.00	32,126.00	6.9%
OASDI/Medicare/Alternative		3301-3302	48,735.00	45,063.00	-7.5%
Health and Welfare Benefits		3401-3402	86,859.00	97,779.00	12.6%
Unemployment Insurance		3501-3502	31,398.00	21,415.00	-31.8%
Workers' Compensation		3601-3602	38,178.00	31,936.00	-16.3%
OPEB, Allocated		3701-3702	5,173.00	4,755.00	-8.1%
OPEB, Active Employees		3751-3752	2,805.00	2,521.00	-10.1%
PERS Reduction		3801-3802	3,788.00	3,257.00	-14.0%
Other Employee Benefits		3901-3902	1,235.00	1,344.00	8.8%
TOTAL, EMPLOYEE BENEFITS			371,581.00	345,779.00	-6.9%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	29,610.00	22,744.00	-23.2%
Noncapitalized Equipment		4400	7,715.00	4,000.00	-48.2%
TOTAL, BOOKS AND SUPPLIES			37,325.00	26,744.00	-28.3%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	5,530.00	3,990.00	-27.8%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	63,946.00	181,000.00	183.1%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	36,812.00	29,626.00	-19.5%
Professional/Consulting Services and Operating Expenditures		5800	1,035,031.00	826,137.00	-20.2%
Communications		5900	95.00	0.00	-100.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			1,141,414.00	1,040,753.00	-8.8%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Tuition					
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	108,664.00	74,374.00	-31.6%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			108,664.00	74,374.00	-31.6%
TOTAL, EXPENDITURES			3,603,447.00	3,149,734.00	-12.6%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	908,297.00	911,057.00	0.3%
(b) TOTAL, INTERFUND TRANSFERS OUT			908,297.00	911,057.00	0.3%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(908,297.00)	(911,057.00)	0.3%

Description	Function Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	338,285.00	340,702.00	0.7%
3) Other State Revenue		8300-8599	1,613,128.00	1,569,989.00	-2.7%
4) Other Local Revenue		8600-8799	2,155,453.00	2,150,100.00	-0.2%
5) TOTAL, REVENUES			4,106,866.00	4,060,791.00	-1.1%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		1,176,344.00	829,850.00	-29.5%
2) Instruction - Related Services	2000-2999		506,685.00	447,896.00	-11.6%
3) Pupil Services	3000-3999		68,971.00	71,888.00	4.2%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		1,742,783.00	1,725,726.00	-1.0%
7) General Administration	7000-7999		108,664.00	74,374.00	-31.6%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			3,603,447.00	3,149,734.00	-12.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			503,419.00	911,057.00	81.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	908,297.00	911,057.00	0.3%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(908,297.00)	(911,057.00)	0.3%

Description	Function Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(404,878.00)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	404,878.00	0.00	-100.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			404,878.00	0.00	-100.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			404,878.00	0.00	-100.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2011-12 Estimated Actuals	2012-13 Budget
	Total, Restricted Balance	0.00	0.00

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	105,289.00	105,289.00	0.0%
3) Other State Revenue		8300-8599	2,296,588.00	2,296,588.00	0.0%
4) Other Local Revenue		8600-8799	2,857,117.00	3,093,333.00	8.3%
5) TOTAL, REVENUES			5,258,994.00	5,495,210.00	4.5%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	2,017,829.50	1,983,187.00	-1.7%
2) Classified Salaries		2000-2999	1,638,517.64	1,766,674.00	7.8%
3) Employee Benefits		3000-3999	1,323,307.54	1,148,258.00	-13.2%
4) Books and Supplies		4000-4999	132,953.32	113,472.00	-14.7%
5) Services and Other Operating Expenditures		5000-5999	78,620.00	396,280.00	404.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	14,856.00	0.00	-100.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	184,014.00	226,149.00	22.9%
9) TOTAL, EXPENDITURES			5,390,098.00	5,634,020.00	4.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(131,104.00)	(138,810.00)	5.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(131,104.00)	(138,810.00)	5.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	981,524.00	850,420.00	-13.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			981,524.00	850,420.00	-13.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			981,524.00	850,420.00	-13.4%
2) Ending Balance, June 30 (E + F1e)			850,420.00	711,610.00	-16.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	850,420.00	711,610.00	-16.3%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400	0.00		
10) TOTAL, ASSETS			0.00		
H. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			0.00		
I. FUND EQUITY					
Ending Fund Balance, June 30 (G10 - H7)			0.00		

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290	0.00	0.00	0.0%
Other Federal Revenue	All Other	8290	105,289.00	105,289.00	0.0%
TOTAL, FEDERAL REVENUE			105,289.00	105,289.00	0.0%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6055, 6056, 6105	8590	2,296,588.00	2,296,588.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			2,296,588.00	2,296,588.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	6,000.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	2,072,346.00	2,314,662.00	11.7%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	778,771.00	778,671.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,857,117.00	3,093,333.00	8.3%
TOTAL, REVENUES			5,258,994.00	5,495,210.00	4.5%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	1,657,665.50	1,769,883.00	6.8%
Certificated Pupil Support Salaries		1200	68,171.00	67,075.00	-1.6%
Certificated Supervisors' and Administrators' Salaries		1300	76,564.00	0.00	-100.0%
Other Certificated Salaries		1900	215,429.00	146,229.00	-32.1%
TOTAL, CERTIFICATED SALARIES			2,017,829.50	1,983,187.00	-1.7%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	983,563.64	1,037,807.00	5.5%
Classified Support Salaries		2200	53,450.00	47,716.00	-10.7%
Classified Supervisors' and Administrators' Salaries		2300	242,725.00	245,044.00	1.0%
Clerical, Technical and Office Salaries		2400	238,243.00	277,954.00	16.7%
Other Classified Salaries		2900	120,536.00	158,153.00	31.2%
TOTAL, CLASSIFIED SALARIES			1,638,517.64	1,766,674.00	7.8%
EMPLOYEE BENEFITS					
STRS		3101-3102	112,497.36	118,171.00	5.0%
PERS		3201-3202	151,176.00	142,523.00	-5.7%
OASDI/Medicare/Alternative		3301-3302	153,410.53	144,902.00	-5.5%
Health and Welfare Benefits		3401-3402	723,016.00	586,673.00	-18.9%
Unemployment Insurance		3501-3502	58,389.53	39,563.00	-32.2%
Workers' Compensation		3601-3602	72,530.22	71,933.00	-0.8%
OPEB, Allocated		3701-3702	9,698.02	9,708.00	0.1%
OPEB, Active Employees		3751-3752	11,947.88	11,576.00	-3.1%
PERS Reduction		3801-3802	27,554.00	20,210.00	-26.7%
Other Employee Benefits		3901-3902	3,088.00	2,999.00	-2.9%
TOTAL, EMPLOYEE BENEFITS			1,323,307.54	1,148,258.00	-13.2%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	130,055.32	65,372.00	-49.7%
Noncapitalized Equipment		4400	2,898.00	13,100.00	352.0%
Food		4700	0.00	35,000.00	New
TOTAL, BOOKS AND SUPPLIES			132,953.32	113,472.00	-14.7%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	17,000.00	17,000.00	0.0%
Travel and Conferences		5200	4,652.00	6,750.00	45.1%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	3,286.00	7,930.00	141.3%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	17,340.00	328,400.00	1793.9%
Professional/Consulting Services and Operating Expenditures		5800	36,342.00	36,200.00	-0.4%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			78,620.00	396,280.00	404.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	2,185.00	0.00	-100.0%
Other Debt Service - Principal		7439	12,671.00	0.00	-100.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			14,856.00	0.00	-100.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	184,014.00	226,149.00	22.9%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			184,014.00	226,149.00	22.9%
TOTAL, EXPENDITURES			5,390,098.00	5,634,020.00	4.5%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	105,289.00	105,289.00	0.0%
3) Other State Revenue		8300-8599	2,296,588.00	2,296,588.00	0.0%
4) Other Local Revenue		8600-8799	2,857,117.00	3,093,333.00	8.3%
5) TOTAL, REVENUES			5,258,994.00	5,495,210.00	4.5%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		3,666,719.00	3,722,125.00	1.5%
2) Instruction - Related Services	2000-2999		1,168,267.00	1,139,984.00	-2.4%
3) Pupil Services	3000-3999		356,242.00	423,002.00	18.7%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		184,014.00	226,149.00	22.9%
8) Plant Services	8000-8999		0.00	122,760.00	New
9) Other Outgo	9000-9999	Except 7600-7699	14,856.00	0.00	-100.0%
10) TOTAL, EXPENDITURES			5,390,098.00	5,634,020.00	4.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(131,104.00)	(138,810.00)	5.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(131,104.00)	(138,810.00)	5.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	981,524.00	850,420.00	-13.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			981,524.00	850,420.00	-13.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			981,524.00	850,420.00	-13.4%
2) Ending Balance, June 30 (E + F1e)			850,420.00	711,610.00	-16.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	850,420.00	711,610.00	-16.3%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2011-12 Estimated Actuals	2012-13 Budget
6130	Child Development: Center-Based Reserve Account	5,367.00	5,367.00
9010	Other Restricted Local	845,053.00	706,243.00
Total, Restricted Balance		850,420.00	711,610.00

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	4,454,098.00	4,543,180.00	2.0%
3) Other State Revenue		8300-8599	368,951.00	282,112.00	-23.5%
4) Other Local Revenue		8600-8799	5,468,364.00	5,336,997.00	-2.4%
5) TOTAL, REVENUES			10,291,413.00	10,162,289.00	-1.3%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	3,788,909.00	3,823,049.00	0.9%
3) Employee Benefits		3000-3999	1,311,540.00	1,348,816.00	2.8%
4) Books and Supplies		4000-4999	4,031,704.00	4,080,978.00	1.2%
5) Services and Other Operating Expenditures		5000-5999	411,844.00	428,746.00	4.1%
6) Capital Outlay		6000-6999	0.00	20,000.00	New
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	331,339.00	349,600.00	5.5%
9) TOTAL, EXPENDITURES			9,875,336.00	10,051,189.00	1.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			416,077.00	111,100.00	-73.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			416,077.00	111,100.00	-73.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,830,456.00	3,246,533.00	14.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,830,456.00	3,246,533.00	14.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,830,456.00	3,246,533.00	14.7%
2) Ending Balance, June 30 (E + F1e)			3,246,533.00	3,357,633.00	3.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	3,246,533.00	3,357,633.00	3.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400	0.00		
10) TOTAL, ASSETS			0.00		
H. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			0.00		
I. FUND EQUITY					
Ending Fund Balance, June 30 (G10 - H7)			0.00		

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
REVENUE LIMIT SOURCES					
Revenue Limit Transfers					
Unrestricted Revenue Limit Transfers - Current Year	0000	8091	0.00	0.00	0.0%
All Other Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, REVENUE LIMIT SOURCES			0.00	0.00	0.0%
FEDERAL REVENUE					
Child Nutrition Programs		8220	4,454,098.00	4,543,180.00	2.0%
Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			4,454,098.00	4,543,180.00	2.0%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	368,951.00	282,112.00	-23.5%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			368,951.00	282,112.00	-23.5%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	5,417,835.00	5,292,719.00	-2.3%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	2,522.00	2,000.00	-20.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	48,007.00	42,278.00	-11.9%
TOTAL, OTHER LOCAL REVENUE			5,468,364.00	5,336,997.00	-2.4%
TOTAL, REVENUES			10,291,413.00	10,162,289.00	-1.3%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	3,171,268.00	3,223,003.00	1.6%
Classified Supervisors' and Administrators' Salaries		2300	306,686.00	318,891.00	4.0%
Clerical, Technical and Office Salaries		2400	310,955.00	281,155.00	-9.6%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			3,788,909.00	3,823,049.00	0.9%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	248,234.00	250,716.00	1.0%
OASDI/Medicare/Alternative		3301-3302	236,466.00	238,089.00	0.7%
Health and Welfare Benefits		3401-3402	626,601.00	655,931.00	4.7%
Unemployment Insurance		3501-3502	60,613.00	61,355.00	1.2%
Workers' Compensation		3601-3602	75,001.00	76,217.00	1.6%
OPEB, Allocated		3701-3702	10,187.00	10,289.00	1.0%
OPEB, Active Employees		3751-3752	16,626.00	17,149.00	3.1%
PERS Reduction		3801-3802	32,856.00	34,070.00	3.7%
Other Employee Benefits		3901-3902	4,956.00	5,000.00	0.9%
TOTAL, EMPLOYEE BENEFITS			1,311,540.00	1,348,816.00	2.8%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	54,692.00	68,676.00	25.6%
Noncapitalized Equipment		4400	140,786.00	150,632.00	7.0%
Food		4700	3,836,226.00	3,861,670.00	0.7%
TOTAL, BOOKS AND SUPPLIES			4,031,704.00	4,080,978.00	1.2%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	812.00	1,109.00	36.6%
Dues and Memberships		5300	157.00	175.00	11.5%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	140,126.00	144,782.00	3.3%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	204,939.00	205,679.00	0.4%
Professional/Consulting Services and Operating Expenditures		5800	61,651.00	70,762.00	14.8%
Communications		5900	4,159.00	6,239.00	50.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			411,844.00	428,746.00	4.1%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	20,000.00	New
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	20,000.00	New
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	331,339.00	349,600.00	5.5%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			331,339.00	349,600.00	5.5%
TOTAL, EXPENDITURES			9,875,336.00	10,051,189.00	1.8%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	4,454,098.00	4,543,180.00	2.0%
3) Other State Revenue		8300-8599	368,951.00	282,112.00	-23.5%
4) Other Local Revenue		8600-8799	5,468,364.00	5,336,997.00	-2.4%
5) TOTAL, REVENUES			10,291,413.00	10,162,289.00	-1.3%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		9,543,997.00	9,701,589.00	1.7%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		331,339.00	349,600.00	5.5%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			9,875,336.00	10,051,189.00	1.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			416,077.00	111,100.00	-73.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			416,077.00	111,100.00	-73.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,830,456.00	3,246,533.00	14.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,830,456.00	3,246,533.00	14.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,830,456.00	3,246,533.00	14.7%
2) Ending Balance, June 30 (E + F1e)			3,246,533.00	3,357,633.00	3.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	3,246,533.00	3,357,633.00	3.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2011-12 Estimated Actuals	2012-13 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School	3,246,533.00	3,357,633.00
Total, Restricted Balance		3,246,533.00	3,357,633.00

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,815,523.00	1,815,523.00	0.0%
4) Other Local Revenue		8600-8799	6,000.00	4,000.00	-33.3%
5) TOTAL, REVENUES			1,821,523.00	1,819,523.00	-0.1%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	110,523.00	116,785.00	5.7%
3) Employee Benefits		3000-3999	51,346.00	47,574.00	-7.3%
4) Books and Supplies		4000-4999	43,717.00	54,214.00	24.0%
5) Services and Other Operating Expenditures		5000-5999	400,500.00	400,950.00	0.1%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			606,086.00	619,523.00	2.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,215,437.00	1,200,000.00	-1.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	1,200,000.00	1,200,000.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(1,200,000.00)	(1,200,000.00)	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			15,437.00	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	903,100.20	918,537.20	1.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			903,100.20	918,537.20	1.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			903,100.20	918,537.20	1.7%
2) Ending Balance, June 30 (E + F1e)			918,537.20	918,537.20	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	918,537.20	918,537.20	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400	0.00		
10) TOTAL, ASSETS			0.00		
H. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			0.00		
I. FUND EQUITY					
Ending Fund Balance, June 30 (G10 - H7)			0.00		

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
OTHER STATE REVENUE					
All Other State Revenue		8590	1,815,523.00	1,815,523.00	0.0%
TOTAL, OTHER STATE REVENUE			1,815,523.00	1,815,523.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	6,000.00	4,000.00	-33.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			6,000.00	4,000.00	-33.3%
TOTAL, REVENUES			1,821,523.00	1,819,523.00	-0.1%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	110,523.00	116,785.00	5.7%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			110,523.00	116,785.00	5.7%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	12,073.00	13,333.00	10.4%
OASDI/Medicare/Alternative		3301-3302	8,472.00	8,852.00	4.5%
Health and Welfare Benefits		3401-3402	23,526.00	18,775.00	-20.2%
Unemployment Insurance		3501-3502	1,780.00	1,285.00	-27.8%
Workers' Compensation		3601-3602	2,238.00	2,336.00	4.4%
OPEB, Allocated		3701-3702	299.00	315.00	5.4%
OPEB, Active Employees		3751-3752	498.00	526.00	5.6%
PERS Reduction		3801-3802	2,318.00	1,872.00	-19.2%
Other Employee Benefits		3901-3902	142.00	280.00	97.2%
TOTAL, EMPLOYEE BENEFITS			51,346.00	47,574.00	-7.3%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	43,717.00	54,214.00	24.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			43,717.00	54,214.00	24.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	400,000.00	400,000.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	500.00	950.00	90.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			400,500.00	400,950.00	0.1%
CAPITAL OUTLAY					
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			606,086.00	619,523.00	2.2%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General, Special Reserve, & Building Funds		8915	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	1,200,000.00	1,200,000.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			1,200,000.00	1,200,000.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(1,200,000.00)	(1,200,000.00)	0.0%

Description	Function Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,815,523.00	1,815,523.00	0.0%
4) Other Local Revenue		8600-8799	6,000.00	4,000.00	-33.3%
5) TOTAL, REVENUES			1,821,523.00	1,819,523.00	-0.1%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		606,086.00	619,523.00	2.2%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			606,086.00	619,523.00	2.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			1,215,437.00	1,200,000.00	-1.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	1,200,000.00	1,200,000.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(1,200,000.00)	(1,200,000.00)	0.0%

Description	Function Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			15,437.00	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	903,100.20	918,537.20	1.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			903,100.20	918,537.20	1.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			903,100.20	918,537.20	1.7%
2) Ending Balance, June 30 (E + F1e)			918,537.20	918,537.20	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	918,537.20	918,537.20	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2011-12 Estimated Actuals	2012-13 Budget
	Total, Restricted Balance	0.00	0.00

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	400.00	400.00	0.0%
5) TOTAL, REVENUES			400.00	400.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			400.00	400.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			400.00	400.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	77,664.08	78,064.08	0.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			77,664.08	78,064.08	0.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			77,664.08	78,064.08	0.5%
2) Ending Balance, June 30 (E + F1e)			78,064.08	78,464.08	0.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	78,064.08	78,464.08	0.5%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400	0.00		
10) TOTAL, ASSETS			0.00		
H. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			0.00		
I. FUND EQUITY					
Ending Fund Balance, June 30 (G10 - H7)			0.00		

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Interest		8660	400.00	400.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			400.00	400.00	0.0%
TOTAL, REVENUES			400.00	400.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	400.00	400.00	0.0%
5) TOTAL, REVENUES			400.00	400.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			400.00	400.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			400.00	400.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	77,664.08	78,064.08	0.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			77,664.08	78,064.08	0.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			77,664.08	78,064.08	0.5%
2) Ending Balance, June 30 (E + F1e)			78,064.08	78,464.08	0.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	78,064.08	78,464.08	0.5%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2011-12 Estimated Actuals	2012-13 Budget
	Total, Restricted Balance	0.00	0.00

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	30,000.00	30,000.00	0.0%
5) TOTAL, REVENUES			30,000.00	30,000.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	6,000.00	4,490.00	-25.2%
6) Capital Outlay		6000-6999	60,000.00	76,000.00	26.7%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			66,000.00	80,490.00	22.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(36,000.00)	(50,490.00)	40.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(36,000.00)	(50,490.00)	40.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	5,084,705.52	5,048,705.52	-0.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,084,705.52	5,048,705.52	-0.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,084,705.52	5,048,705.52	-0.7%
2) Ending Balance, June 30 (E + F1e)			5,048,705.52	4,998,215.52	-1.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	5,048,705.52	4,998,215.52	-1.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			0.00		
H. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			0.00		
I. FUND EQUITY					
Ending Fund Balance, June 30 (G10 - H7)			0.00		

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to RL Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	30,000.00	30,000.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			30,000.00	30,000.00	0.0%
TOTAL, REVENUES			30,000.00	30,000.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	6,000.00	4,490.00	-25.2%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			6,000.00	4,490.00	-25.2%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	60,000.00	76,000.00	26.7%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			60,000.00	76,000.00	26.7%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			66,000.00	80,490.00	22.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	30,000.00	30,000.00	0.0%
5) TOTAL, REVENUES			30,000.00	30,000.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		66,000.00	80,490.00	22.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			66,000.00	80,490.00	22.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(36,000.00)	(50,490.00)	40.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(36,000.00)	(50,490.00)	40.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	5,084,705.52	5,048,705.52	-0.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,084,705.52	5,048,705.52	-0.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,084,705.52	5,048,705.52	-0.7%
2) Ending Balance, June 30 (E + F1e)			5,048,705.52	4,998,215.52	-1.0%
Components of Ending Fund Balance)					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	5,048,705.52	4,998,215.52	-1.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	623,000.00	445,000.00	-28.6%
5) TOTAL, REVENUES			623,000.00	445,000.00	-28.6%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	110,825.00	101,756.00	-8.2%
3) Employee Benefits		3000-3999	45,998.00	40,151.00	-12.7%
4) Books and Supplies		4000-4999	15,179.00	2,000.00	-86.8%
5) Services and Other Operating Expenditures		5000-5999	125,400.00	42,340.00	-66.2%
6) Capital Outlay		6000-6999	300,000.00	2,000.00	-99.3%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	29,129.00	0.00	-100.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			626,531.00	188,247.00	-70.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(3,531.00)	256,753.00	-7371.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(3,531.00)	256,753.00	-7371.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,281,981.14	4,278,450.14	-0.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,281,981.14	4,278,450.14	-0.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,281,981.14	4,278,450.14	-0.1%
2) Ending Balance, June 30 (E + F1e)			4,278,450.14	4,535,203.14	6.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,278,450.14	4,535,203.14	6.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			0.00		
H. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			0.00		
I. FUND EQUITY					
Ending Fund Balance, June 30 (G10 - H7)			0.00		

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to RL Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	23,000.00	20,000.00	-13.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Mitigation/Developer Fees		8681	600,000.00	425,000.00	-29.2%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			623,000.00	445,000.00	-28.6%
TOTAL, REVENUES			623,000.00	445,000.00	-28.6%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	62,146.00	52,859.00	-14.9%
Clerical, Technical and Office Salaries		2400	48,679.00	48,897.00	0.4%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			110,825.00	101,756.00	-8.2%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	12,086.00	11,490.00	-4.9%
OASDI/Medicare/Alternative		3301-3302	8,426.00	7,616.00	-9.6%
Health and Welfare Benefits		3401-3402	18,322.00	15,351.00	-16.2%
Unemployment Insurance		3501-3502	1,781.00	1,107.00	-37.8%
Workers' Compensation		3601-3602	2,140.00	2,013.00	-5.9%
OPEB, Allocated		3701-3702	299.00	272.00	-9.0%
OPEB, Active Employees		3751-3752	498.00	449.00	-9.8%
PERS Reduction		3801-3802	2,320.00	1,613.00	-30.5%
Other Employee Benefits		3901-3902	126.00	240.00	90.5%
TOTAL, EMPLOYEE BENEFITS			45,998.00	40,151.00	-12.7%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	179.00	0.00	-100.0%
Noncapitalized Equipment		4400	15,000.00	2,000.00	-86.7%
TOTAL, BOOKS AND SUPPLIES			15,179.00	2,000.00	-86.8%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	1,070.00	1,500.00	40.2%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	100.00	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	123,390.00	40,000.00	-67.6%
Communications		5900	840.00	840.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			125,400.00	42,340.00	-66.2%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	300,000.00	2,000.00	-99.3%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			300,000.00	2,000.00	-99.3%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	3,933.00	0.00	-100.0%
Other Debt Service - Principal		7439	25,196.00	0.00	-100.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			29,129.00	0.00	-100.0%
TOTAL, EXPENDITURES			626,531.00	188,247.00	-70.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	623,000.00	445,000.00	-28.6%
5) TOTAL, REVENUES			623,000.00	445,000.00	-28.6%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		597,402.00	188,247.00	-68.5%
9) Other Outgo	9000-9999	Except 7600-7699	29,129.00	0.00	-100.0%
10) TOTAL, EXPENDITURES			626,531.00	188,247.00	-70.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(3,531.00)	256,753.00	-7371.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(3,531.00)	256,753.00	-7371.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,281,981.14	4,278,450.14	-0.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,281,981.14	4,278,450.14	-0.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,281,981.14	4,278,450.14	-0.1%
2) Ending Balance, June 30 (E + F1e)			4,278,450.14	4,535,203.14	6.0%
Components of Ending Fund Balance)					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,278,450.14	4,535,203.14	6.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2011-12 Estimated Actuals	2012-13 Budget
9010	Other Restricted Local	4,278,450.14	4,535,203.14
Total, Restricted Balance		4,278,450.14	4,535,203.14

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	3,000,000.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	13,300.00	11,500.00	-13.5%
5) TOTAL, REVENUES			3,013,300.00	11,500.00	-99.6%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	2,160.00	2,400.00	11.1%
6) Capital Outlay		6000-6999	3,000,000.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			3,002,160.00	2,400.00	-99.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			11,140.00	9,100.00	-18.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			11,140.00	9,100.00	-18.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,107,210.64	2,118,350.64	0.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,107,210.64	2,118,350.64	0.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,107,210.64	2,118,350.64	0.5%
2) Ending Balance, June 30 (E + F1e)			2,118,350.64	2,127,450.64	0.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	2,118,350.64	2,127,450.64	0.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			0.00		
H. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			0.00		
I. FUND EQUITY					
Ending Fund Balance, June 30 (G10 - H7)			0.00		

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
FEDERAL REVENUE					
Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
School Facilities Apportionments		8545	3,000,000.00	0.00	-100.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			3,000,000.00	0.00	-100.0%
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	13,300.00	11,500.00	-13.5%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			13,300.00	11,500.00	-13.5%
TOTAL, REVENUES			3,013,300.00	11,500.00	-99.6%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	2,160.00	2,400.00	11.1%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			2,160.00	2,400.00	11.1%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	3,000,000.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			3,000,000.00	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			3,002,160.00	2,400.00	-99.9%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	3,000,000.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	13,300.00	11,500.00	-13.5%
5) TOTAL, REVENUES			3,013,300.00	11,500.00	-99.6%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		3,002,160.00	2,400.00	-99.9%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			3,002,160.00	2,400.00	-99.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			11,140.00	9,100.00	-18.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			11,140.00	9,100.00	-18.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,107,210.64	2,118,350.64	0.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,107,210.64	2,118,350.64	0.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,107,210.64	2,118,350.64	0.5%
2) Ending Balance, June 30 (E + F1e)			2,118,350.64	2,127,450.64	0.4%
Components of Ending Fund Balance)					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	2,118,350.64	2,127,450.64	0.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2011-12 Estimated Actuals	2012-13 Budget
7710	State School Facilities Projects	2,118,350.64	2,127,450.64
Total, Restricted Balance		2,118,350.64	2,127,450.64

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	78,116.86	0.00	-100.0%
4) Other Local Revenue		8600-8799	3,481,577.50	3,812,422.00	9.5%
5) TOTAL, REVENUES			3,559,694.36	3,812,422.00	7.1%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	103,116.86	79,999.58	-22.4%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	1,560,970.50	2,051,726.00	31.4%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,664,087.36	2,131,725.58	28.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,895,607.00	1,680,696.42	-11.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	650,000.00	650,000.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(650,000.00)	(650,000.00)	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,245,607.00	1,030,696.42	-17.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	5,397,516.65	6,643,123.65	23.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,397,516.65	6,643,123.65	23.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,397,516.65	6,643,123.65	23.1%
2) Ending Balance, June 30 (E + F1e)			6,643,123.65	7,673,820.07	15.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	6,442,757.07	7,562,982.07	17.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	200,366.58	110,838.00	-44.7%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			0.00		
H. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			0.00		
I. FUND EQUITY					
Ending Fund Balance, June 30 (G10 - H7)			0.00		

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	78,116.86	0.00	-100.0%
TOTAL, OTHER STATE REVENUE			78,116.86	0.00	-100.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to RL Deduction		8625	2,733,177.50	3,171,951.00	16.1%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	718,400.00	610,471.00	-15.0%
Interest		8660	30,000.00	30,000.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3,481,577.50	3,812,422.00	9.5%
TOTAL, REVENUES			3,559,694.36	3,812,422.00	7.1%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	103,116.86	79,999.58	-22.4%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			103,116.86	79,999.58	-22.4%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	2,051,726.00	New
Debt Service					
Debt Service - Interest		7438	550,970.50	0.00	-100.0%
Other Debt Service - Principal		7439	1,010,000.00	0.00	-100.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,560,970.50	2,051,726.00	31.4%
TOTAL, EXPENDITURES			1,664,087.36	2,131,725.58	28.1%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	650,000.00	650,000.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			650,000.00	650,000.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(650,000.00)	(650,000.00)	0.0%

Description	Function Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	78,116.86	0.00	-100.0%
4) Other Local Revenue		8600-8799	3,481,577.50	3,812,422.00	9.5%
5) TOTAL, REVENUES			3,559,694.36	3,812,422.00	7.1%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		103,116.86	79,999.58	-22.4%
9) Other Outgo	9000-9999	Except 7600-7699	1,560,970.50	2,051,726.00	31.4%
10) TOTAL, EXPENDITURES			1,664,087.36	2,131,725.58	28.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			1,895,607.00	1,680,696.42	-11.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	650,000.00	650,000.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(650,000.00)	(650,000.00)	0.0%

Description	Function Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,245,607.00	1,030,696.42	-17.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	5,397,516.65	6,643,123.65	23.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,397,516.65	6,643,123.65	23.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,397,516.65	6,643,123.65	23.1%
2) Ending Balance, June 30 (E + F1e)			6,643,123.65	7,673,820.07	15.5%
Components of Ending Fund Balance)					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	6,442,757.07	7,562,982.07	17.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	200,366.58	110,838.00	-44.7%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2011-12 Estimated Actuals	2012-13 Budget
9010	Other Restricted Local	6,442,757.07	7,562,982.07
Total, Restricted Balance		6,442,757.07	7,562,982.07

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,958,404.00	5,086,794.00	2.6%
5) TOTAL, REVENUES			4,958,404.00	5,086,794.00	2.6%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	4,806,524.00	4,899,504.00	1.9%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			4,806,524.00	4,899,504.00	1.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			151,880.00	187,290.00	23.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			151,880.00	187,290.00	23.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,922,347.00	4,074,227.00	3.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,922,347.00	4,074,227.00	3.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,922,347.00	4,074,227.00	3.9%
2) Ending Balance, June 30 (E + F1e)			4,074,227.00	4,261,517.00	4.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,074,227.00	4,261,517.00	4.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			0.00		
H. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			0.00		
I. FUND EQUITY					
Ending Fund Balance, June 30 (G10 - H7)			0.00		

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
FEDERAL REVENUE					
Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Voted Indebtedness Levies					
Homeowners' Exemptions		8571	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Voted Indebtedness Levies					
Secured Roll		8611	4,752,448.00	5,071,384.00	6.7%
Unsecured Roll		8612	0.00	0.00	0.0%
Prior Years' Taxes		8613	147,665.00	0.00	-100.0%
Supplemental Taxes		8614	42,881.00	0.00	-100.0%
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	0.00	0.00	0.0%
Interest		8660	15,410.00	15,410.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,958,404.00	5,086,794.00	2.6%
TOTAL, REVENUES			4,958,404.00	5,086,794.00	2.6%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Bond Redemptions		7433	2,940,000.00	3,175,000.00	8.0%
Bond Interest and Other Service Charges		7434	1,866,524.00	1,724,504.00	-7.6%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			4,806,524.00	4,899,504.00	1.9%
TOTAL, EXPENDITURES			4,806,524.00	4,899,504.00	1.9%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,958,404.00	5,086,794.00	2.6%
5) TOTAL, REVENUES			4,958,404.00	5,086,794.00	2.6%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	4,806,524.00	4,899,504.00	1.9%
10) TOTAL, EXPENDITURES			4,806,524.00	4,899,504.00	1.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			151,880.00	187,290.00	23.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			151,880.00	187,290.00	23.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,922,347.00	4,074,227.00	3.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,922,347.00	4,074,227.00	3.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,922,347.00	4,074,227.00	3.9%
2) Ending Balance, June 30 (E + F1e)			4,074,227.00	4,261,517.00	4.6%
Components of Ending Fund Balance)					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,074,227.00	4,261,517.00	4.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2011-12 Estimated Actuals	2012-13 Budget
9010	Other Restricted Local	4,074,227.00	4,261,517.00
Total, Restricted Balance		4,074,227.00	4,261,517.00

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	57,227,145.00	61,019,976.00	6.6%
5) TOTAL, REVENUES			57,227,145.00	61,019,976.00	6.6%
B. EXPENSES					
1) Certificated Salaries		1000-1999	0.00	42,312.00	New
2) Classified Salaries		2000-2999	309,516.00	220,057.00	-28.9%
3) Employee Benefits		3000-3999	103,347.00	99,130.00	-4.1%
4) Books and Supplies		4000-4999	28,000.00	27,800.00	-0.7%
5) Services and Other Operating Expenses		5000-5999	55,055,435.19	60,800,041.00	10.4%
6) Depreciation		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			55,496,298.19	61,189,340.00	10.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,730,846.81	(169,364.00)	-109.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET ASSETS/POSITION (C + D4)			1,730,846.81	(169,364.00)	-109.8%
F. NET ASSETS/POSITION					
1) Beginning Net Assets/Position					
a) As of July 1 - Unaudited		9791	680,118.46	2,410,965.27	254.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			680,118.46	2,410,965.27	254.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Assets/Position (F1c + F1d)			680,118.46	2,410,965.27	254.5%
2) Ending Net Assets/Position, June 30 (E + F1e)			2,410,965.27	2,241,601.27	-7.0%
Components of Ending Net Assets/Position					
a) Capital Assets, Net of Related Debt/Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Assets/Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Assets/Position		9790	2,410,965.27	2,241,601.27	-7.0%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets					
a) Land		9410	0.00		
b) Land Improvements		9420	0.00		
c) Accumulated Depreciation - Land Improvements		9425	0.00		
d) Buildings		9430	0.00		
e) Accumulated Depreciation - Buildings		9435	0.00		
f) Equipment		9440	0.00		
g) Accumulated Depreciation - Equipment		9445	0.00		
h) Work in Progress		9450	0.00		
10) TOTAL, ASSETS			0.00		

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
H. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities					
a) Net OPEB Obligation		9664	0.00		
b) Compensated Absences		9665	0.00		
c) COPs Payable		9666	0.00		
d) Capital Leases Payable		9667	0.00		
e) Lease Revenue Bonds Payable		9668	0.00		
f) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			0.00		
I. NET ASSETS/POSITION					
Net Assets/Position, June 30 (G10 - H7)			0.00		

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	57,000.00	58,000.00	1.8%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
In-District Premiums/ Contributions		8674	56,560,000.00	60,811,976.00	7.5%
All Other Fees and Contracts		8689	610,000.00	150,000.00	-75.4%
Other Local Revenue					
All Other Local Revenue		8699	145.00	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			57,227,145.00	61,019,976.00	6.6%
TOTAL, REVENUES			57,227,145.00	61,019,976.00	6.6%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	42,312.00	New
TOTAL, CERTIFICATED SALARIES			0.00	42,312.00	New
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	143,611.00	47,966.00	-66.6%
Clerical, Technical and Office Salaries		2400	165,905.00	172,091.00	3.7%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			309,516.00	220,057.00	-28.9%
EMPLOYEE BENEFITS					
STRS		3101-3102	11,847.00	7,453.00	-37.1%
PERS		3201-3202	18,048.00	19,646.00	8.9%
OASDI/Medicare/Alternative		3301-3302	12,440.00	13,779.00	10.8%
Health and Welfare Benefits		3401-3402	44,140.00	44,400.00	0.6%
Unemployment Insurance		3501-3502	4,984.00	3,394.00	-31.9%
Workers' Compensation		3601-3602	5,989.00	5,141.00	-14.2%
OPEB, Allocated		3701-3702	835.00	703.00	-15.8%
OPEB, Active Employees		3751-3752	1,395.00	1,173.00	-15.9%
PERS Reduction		3801-3802	3,480.00	3,000.00	-13.8%
Other Employee Benefits		3901-3902	189.00	441.00	133.3%
TOTAL, EMPLOYEE BENEFITS			103,347.00	99,130.00	-4.1%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	28,000.00	27,800.00	-0.7%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			28,000.00	27,800.00	-0.7%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENSES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	3,900.00	4,052.00	3.9%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	1,893,989.00	1,893,989.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	1,235.00	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	53,156,311.19	58,902,000.00	10.8%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			55,055,435.19	60,800,041.00	10.4%
DEPRECIATION					
Depreciation Expense		6900	0.00	0.00	0.0%
TOTAL, DEPRECIATION			0.00	0.00	0.0%
TOTAL, EXPENSES			55,496,298.19	61,189,340.00	10.3%

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	57,227,145.00	61,019,976.00	6.6%
5) TOTAL, REVENUES			57,227,145.00	61,019,976.00	6.6%
B. EXPENSES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		55,496,298.19	61,189,340.00	10.3%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			55,496,298.19	61,189,340.00	10.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			1,730,846.81	(169,364.00)	-109.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Estimated Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET ASSETS/POSITION (C + D4)			1,730,846.81	(169,364.00)	-109.8%
F. NET ASSETS/POSITION					
1) Beginning Net Assets/Position					
a) As of July 1 - Unaudited		9791	680,118.46	2,410,965.27	254.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			680,118.46	2,410,965.27	254.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Assets/Position (F1c + F1d)			680,118.46	2,410,965.27	254.5%
2) Ending Net Assets/Position, June 30 (E + F1e)			2,410,965.27	2,241,601.27	-7.0%
Components of Ending Net Assets/Position					
a) Capital Assets, Net of Related Debt/Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Assets/Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Assets/Position		9790	2,410,965.27	2,241,601.27	-7.0%

Resource	Description	2011-12 Estimated Actuals	2012-13 Budget
	Total, Restricted Balance	0.00	0.00

Description	2011-12 Estimated Actuals			2012-13 Budget		
	P-2 ADA	Annual ADA	Revenue Limit ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Revenue Limit ADA
ELEMENTARY						
1. General Education			32,816.95	32,138.82	32,138.82	32,537.01
a. Kindergarten	3,142.98	3,142.98				
b. Grades One through Three	10,749.77	10,749.77				
c. Grades Four through Six	11,088.54	11,088.54				
d. Grades Seven and Eight	7,596.65	7,596.65				
e. Opportunity Schools and Full-Day Opportunity Classes	0.00	0.00				
f. Home and Hospital	8.63	8.63				
g. Community Day School	0.44	0.44				
2. Special Education						
a. Special Day Class	693.19	693.19	693.19	693.19	693.19	693.19
b. Nonpublic, Nonsectarian Schools (EC 56366[a][7])	15.42	15.42	0.00	15.42	15.42	15.42
c. Nonpublic, Nonsectarian Schools - Licensed Children's Institutions	0.00	0.00	0.00	0.00	0.00	0.00
3. TOTAL, ELEMENTARY	33,295.62	33,295.62	33,510.14	32,847.43	32,847.43	33,245.62
HIGH SCHOOL						
4. General Education			15,201.02	14,863.81	14,863.81	15,070.86
a. Grades Nine through Twelve	14,888.76	14,888.76				
b. Continuation Education	171.80	171.80				
c. Opportunity Schools and Full-Day Opportunity Classes	0.00	0.00				
d. Home and Hospital	4.64	4.64				
e. Community Day School	5.66	5.66				
5. Special Education						
a. Special Day Class	310.76	310.76	310.76	310.76	310.76	310.76
b. Nonpublic, Nonsectarian Schools (EC 56366[a][7])	26.77	26.77	26.77	26.77	26.77	26.77
c. Nonpublic, Nonsectarian Schools - Licensed Children's Institutions	0.00	0.00	0.00	0.00	0.00	0.00
6. TOTAL, HIGH SCHOOL	15,408.39	15,408.39	15,538.55	15,201.34	15,201.34	15,408.39
COUNTY SUPPLEMENT						
7. County Community Schools (EC 1982[a])						
a. Elementary	123.79	123.79	123.79	123.79	123.79	123.79
b. High School	325.47	325.47	325.47	325.47	325.47	325.47
8. Special Education						
a. Special Day Class - Elementary	50.36	50.36	50.36	50.36	50.36	50.36
b. Special Day Class - High School	50.80	50.80	50.80	50.80	50.80	50.80
c. Nonpublic, Nonsectarian Schools - Elementary	0.00	0.00	0.00	0.00	0.00	0.00
d. Nonpublic, Nonsectarian Schools - High School	0.00	0.00	0.00	0.00	0.00	0.00
e. Nonpublic, Nonsectarian Schools - Licensed Children's Institutions - Elementary	0.00	0.00	0.00	0.00	0.00	0.00
f. Nonpublic, Nonsectarian Schools - Licensed Children's Institutions - High School	0.00	0.00	0.00	0.00	0.00	0.00
9. TOTAL, ADA REPORTED BY COUNTY OFFICES	550.42	550.42	550.42	550.42	550.42	550.42
10. TOTAL, K-12 ADA (sum lines 3, 6, and 9)	49,254.43	49,254.43	49,599.11	48,599.19	48,599.19	49,204.43
11. ADA for Necessary Small Schools also included in lines 3 and 6.			0.00			0.00
12. REGIONAL OCCUPATIONAL CENTERS & PROGRAMS*						

Attachment 2

Description	2011-12 Estimated Actuals			2012-13 Budget		
	P-2 ADA	Annual ADA	Revenue Limit ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Revenue Limit ADA
CLASSES FOR ADULTS						
13. Concurrently Enrolled Secondary Students*						
14. Adults Enrolled, State Apportioned*						
15. Students 21 Years or Older and Students 19 or Older Not Continuously Enrolled Since Their 18th Birthday, Participating in Full-Time Independent Study*						
16. TOTAL, CLASSES FOR ADULTS (sum lines 13 through 15)						
17. Adults in Correctional Facilities						
18. TOTAL, ADA (sum lines 10, 12, 16, and 17)	49,254.43	49,254.43	49,599.11	48,599.19	48,599.19	49,204.43
SUPPLEMENTAL INSTRUCTIONAL HOURS						
19. ELEMENTARY*						
20. HIGH SCHOOL*						
21. TOTAL, SUPPLEMENTAL INSTRUCTIONAL HOURS (sum lines 19 and 20)						
COMMUNITY DAY SCHOOLS - Additional Funds						
22. ELEMENTARY						
a. 5th & 6th Hour (ADA) - Mandatory Expelled Pupils only						
b. 7th & 8th Hour Pupil Hours (Hours)*						
23. HIGH SCHOOL						
a. 5th & 6th Hour (ADA) - Mandatory Expelled Pupils only						
b. 7th & 8th Hour Pupil Hours (Hours)*						
CHARTER SCHOOLS						
24. Charter ADA Funded Through the Block Grant						
a. Charters Sponsored by Unified Districts - Resident (EC 47660) (applicable only for unified districts with Charter School General Purpose Block Grant Offset recorded on line 30 in Form RL)						
b. All Other Block Grant Funded Charters	2,645.63	2,645.63	2,645.63	2,845.63	2,845.63	2,845.63
25. Charter ADA Funded Through the Revenue Limit						
26. TOTAL, CHARTER SCHOOLS ADA (sum lines 24a, 24b, and 25)	2,645.63	2,645.63	2,645.63	2,845.63	2,845.63	2,845.63
27. SUPPLEMENTAL INSTRUCTIONAL HOURS*						

*ADA is no longer collected as a result of flexibility provisions of SBX3 4 (Chapter 12, Statutes of 2009), as amended by SB 70 (Chapter 7, Statutes of 2011), currently in effect from 2008-09 through 2014-15.

Description	Principal Appt. Software Data ID	2011-12 Estimated Actuals	2012-13 Budget
BASE REVENUE LIMIT PER ADA			
1. Base Revenue Limit per ADA (prior year)	0025	6,349.18	6,492.18
2. Inflation Increase	0041	143.00	212.00
3. All Other Adjustments	0042, 0525	0.00	0.00
4. TOTAL, BASE REVENUE LIMIT PER ADA (Sum Lines 1 through 3)	0024	6,492.18	6,704.18
REVENUE LIMIT SUBJECT TO DEFICIT			
5. Total Base Revenue Limit			
a. Base Revenue Limit per ADA (from Line 4)	0024	6,492.18	6,704.18
b. AB 851 Add-on (Meals, BTS, Special Adjustments)	0719	0.00	0.00
c. Revenue Limit ADA	0033	49,599.11	49,204.43
d. Total Base Revenue Limit (Lines 5a plus 5b, times 5c)	0034, 0724	322,006,349.96	329,875,355.52
6. Allowance for Necessary Small School	0489	0.00	0.00
7. Gain or Loss from Interdistrict Attendance Agreements	0272	0.00	0.00
8. Meals for Needy Pupils	0090		
9. Special Revenue Limit Adjustments	0274	664,580.97	678,859.61
10. One-time Equalization Adjustments	0275		
11. Miscellaneous Revenue Limit Adjustments	0276, 0659	1,080,268.62	1,106,607.63
12. Less: All Charter District Revenue Limit Adjustment	0217	0.00	0.00
13. Beginning Teacher Salary Incentive Funding	0552		
14. Less: Class Size Penalties Adjustment	0173	0.00	0.00
15. REVENUE LIMIT SUBJECT TO DEFICIT (Sum Lines 5d through 11, plus Line 13, minus Lines 12 and 14)	0082	323,751,199.55	331,660,822.76
DEFICIT CALCULATION			
16. Deficit Factor	0281	0.79398	0.77728
17. TOTAL DEFICITED REVENUE LIMIT (Line 15 times Line 16)	0284	257,051,977.42	257,793,324.31
OTHER REVENUE LIMIT ITEMS			
18. Unemployment Insurance Revenue	0060	4,392,360.00	2,819,159.00
19. Less: Longer Day/Year Penalty	0287	0.00	0.00
20. Less: Excess ROC/P Reserves Adjustment	0288	0.00	0.00
21. Less: PERS Reduction	0195	647,402.09	443,426.00
22. PERS Safety Adjustment/SFUSD PERS Adjustment	0205, 0654	0.00	0.00
23. TOTAL, OTHER REVENUE LIMIT ITEMS (Sum Lines 18 and 22, minus Lines 19 through 21)	- - -	3,744,957.91	2,375,733.00
24. TOTAL REVENUE LIMIT (Sum Lines 17 and 23)	0088	260,796,935.33	260,169,057.31

Description	Principal Appt. Software Data ID	2011-12 Estimated Actuals	2012-13 Budget
REVENUE LIMIT - LOCAL SOURCES			
25. Property Taxes	0587	222,760,255.00	222,760,255.00
26. Miscellaneous Funds	0588	0.00	0.00
27. Community Redevelopment Funds	0589, 0721	454,854.00	454,854.00
28. Less: Charter Schools In-lieu Taxes	0595	11,280,384.28	12,178,528.00
29. TOTAL, REVENUE LIMIT - LOCAL SOURCES (Sum Lines 25 through 27, minus Line 28)	0126	211,934,724.72	211,036,581.00
30. Charter School General Purpose Block Grant Offset (Unified Districts Only)	0293	0.00	0.00
31. STATE AID PORTION OF REVENUE LIMIT (Sum Line 24, minus Lines 29 and 30. If negative, then zero)	0111	48,862,210.61	49,132,476.31
OTHER ITEMS			
32. Less: County Office Funds Transfer	0458	2,814,089.00	2,844,867.00
33. Core Academic Program	9001		
34. California High School Exit Exam	9002		
35. Pupil Promotion and Retention Programs (Retained and Recommended for Retention, and Low STAR and At Risk of Retention)	9016, 9017		
36. Apprenticeship Funding	0570		
37. Community Day School Additional Funding	3103, 9007		
38. Basic Aid "Choice"/Court Ordered Voluntary Pupil Transfer	0634, 0629	0.00	0.00
39. Basic Aid Supplement Charter School Adjustment	9018	0.00	0.00
40. All Other Adjustments	- - -	0.00	(21,699,154.00)
41. TOTAL, OTHER ITEMS (Sum Lines 33 through 40, minus Line 32)	- - -	(2,814,089.00)	(24,544,021.00)
42. TOTAL, STATE AID PORTION OF REVENUE LIMIT (Sum Lines 31 and 41) (This amount should agree with Object 8011)	- - -	46,048,121.61	24,588,455.31
43. Less: Revenue Limit State Apportionment Receipts	- - -	20,253,220.00	
44. NET ACCRUAL TO STATE AID - REVENUE LIMIT (Line 42 minus Line 43)	- - -	25,794,901.61	

OTHER NON-REVENUE LIMIT ITEMS			
45. Core Academic Program	9001		
46. California High School Exit Exam	9002		
47. Pupil Promotion and Retention Programs (Retained and Recommended for Retention, and Low STAR and At Risk of Retention)	9016, 9017		
48. Apprenticeship Funding	0570		
49. Community Day School Additional Funding	3103, 9007		

Description	Object Codes	2012-13 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2013-14 Projection (C)	% Change (Cols. E-C/C) (D)	2014-15 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted except line A1i)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. Revenue Limit Sources	8010-8099	230,563,102.00				
a. Base Revenue Limit per ADA (Form RL, line 4, ID 0024)		6,704.18	0.00%	6,704.18	2.68%	6,884.18
b. AB 851 Add-on (Meals, BTS, Special Adj.) (Form RL, line 5b, ID 0719)		0.00	0.00%	0.00	0.00%	0.00
c. Revenue Limit ADA (Form RL, line 5c, ID 0033)		49,204.43	-2.41%	48,020.23	-0.82%	47,625.94
d. Total Base Revenue Limit ([Line A1a plus A1b] times A1c) (ID 0034, 0724)		329,875,355.52	-2.41%	321,936,265.56	1.84%	327,865,543.63
e. Other Revenue Limit (Form RL, lines 6 thru 14)		1,785,467.24	0.00%	1,785,467.00	0.00%	1,785,467.00
f. Total Revenue Limit Subject to Deficit (Sum lines A1d plus A1e, ID 0082)		331,660,822.76	-2.39%	323,721,732.56	1.83%	329,651,010.63
g. Deficit Factor (Form RL, line 16)		0.77728	0.00%	0.77728	0.00%	0.77728
h. Deficited Revenue Limit (Line A1f times line A1g) (ID 0284)		257,793,324.31	-2.39%	251,622,428.28	1.83%	256,231,137.54
i. Plus: Other Adjustments (e.g., basic aid, charter schools object 8015, prior year adjustments objects 8019 and 8099)			0.00%		0.00%	
j. Revenue Limit Transfers (Objects 8091 and 8097)		(5,505,360.00)	0.00%	(5,505,360.00)	0.00%	(5,505,360.00)
k. Other Adjustments (Form RL, lines 18 thru 20 and line 41)		(21,724,862.00)	-2.40%	(21,202,717.00)	-0.82%	(21,028,963.00)
l. Total Revenue Limit Sources (Sum lines A1h thru A1l) (Must equal line A1)		230,563,102.31	-2.45%	224,914,351.28	2.13%	229,696,814.54
2. Federal Revenues	8100-8299	700,000.00	0.00%	700,000.00	0.00%	700,000.00
3. Other State Revenues	8300-8599	31,088,756.00	0.00%	31,088,756.00	2.70%	31,927,553.00
4. Other Local Revenues	8600-8799	3,462,464.00	0.00%	3,462,464.00	0.00%	3,462,464.00
5. Other Financing Sources						
a. Transfers In	8900-8929	2,761,057.00	0.00%	2,761,057.00	0.00%	2,761,057.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(50,785,320.00)	5.39%	(53,525,145.00)	1.28%	(54,209,708.00)
6. Total (Sum lines A1l thru A5)		217,790,059.31	-3.85%	209,401,483.28	2.36%	214,338,180.54
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				127,753,728.00		157,728,710.00
b. Step & Column Adjustment				1,916,306.00		2,366,081.00
c. Cost-of-Living Adjustment				(3,043,468.00)		(1,000,000.00)
d. Other Adjustments				31,102,144.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	127,753,728.00	23.46%	157,728,710.00	0.87%	159,094,791.00
2. Classified Salaries						
a. Base Salaries				18,458,483.00		27,807,179.00
b. Step & Column Adjustment				369,170.00		556,143.00
c. Cost-of-Living Adjustment				176,069.00		0.00
d. Other Adjustments				8,803,457.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	18,458,483.00	50.65%	27,807,179.00	2.00%	28,363,322.00
3. Employee Benefits	3000-3999	54,324,374.00	1.73%	55,263,107.00	1.70%	56,201,340.00
4. Books and Supplies	4000-4999	5,556,694.00	2.40%	5,690,055.00	2.60%	5,837,996.00
5. Services and Other Operating Expenditures	5000-5999	15,505,147.00	2.40%	15,877,271.00	-1.54%	15,633,420.00
6. Capital Outlay	6000-6999	497,732.00	2.40%	509,678.00	0.00%	509,678.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	3,856,627.00	0.00%	3,856,627.00	0.00%	3,856,627.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(4,606,682.00)	0.00%	(4,606,682.00)	0.00%	(4,606,682.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				(52,500,000.00)		(51,000,000.00)
11. Total (Sum lines B1 thru B10)		221,346,103.00	-5.29%	209,625,945.00	2.03%	213,890,492.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(3,556,043.69)		(224,461.72)		447,688.54
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		11,531,044.42		7,975,000.73		7,750,539.01
2. Ending Fund Balance (Sum lines C and D1)		7,975,000.73		7,750,539.01		8,198,227.55
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	325,000.00		325,000.00		325,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	1,000,000.00		1,000,000.00		1,000,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	6,650,000.42		6,425,539.01		6,873,227.55
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		7,975,000.42		7,750,539.01		8,198,227.55

Description	Object Codes	2012-13 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2013-14 Projection (C)	% Change (Cols. E-C/C) (D)	2014-15 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	6,650,000.42		6,425,539.01		6,873,227.55
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750			0.00		0.00
b. Reserve for Economic Uncertainties	9789			0.00		0.00
c. Unassigned/Unappropriated	9790			0.00		0.00
3. Total Available Reserves (Sum lines E1a thru E2c)		6,650,000.42		6,425,539.01		6,873,227.55

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

Negotiated settlements were reached for 2012-13 to reduce salaries and increase class size. These settlements were for a period of one year. Adjustments reflect ending of the agreement pending new negotiations.

Description	Object Codes	2012-13 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2013-14 Projection (C)	% Change (Cols. E-C/C) (D)	2014-15 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. Revenue Limit Sources	8010-8099	5,505,360.00	0.00%	5,505,360.00	0.00%	5,505,360.00
2. Federal Revenues	8100-8299	16,288,029.00	0.00%	16,288,029.00	2.00%	16,613,790.00
3. Other State Revenues	8300-8599	35,194,096.00	0.00%	35,194,046.00	2.70%	36,144,285.00
4. Other Local Revenues	8600-8799	729,825.00	0.01%	729,875.00	0.00%	729,875.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	50,785,320.00	5.39%	53,525,145.00	1.28%	54,209,708.00
6. Total (Sum lines A1 thru A5)		108,502,630.00	2.53%	111,242,455.00	1.76%	113,203,018.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				31,240,244.00		31,708,848.00
b. Step & Column Adjustment				468,604.00		475,632.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	31,240,244.00	1.50%	31,708,848.00	1.50%	32,184,480.00
2. Classified Salaries						
a. Base Salaries				28,274,926.00		28,840,425.00
b. Step & Column Adjustment				565,499.00		576,809.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	28,274,926.00	2.00%	28,840,425.00	2.00%	29,417,234.00
3. Employee Benefits	3000-3999	20,378,838.00	1.85%	20,755,759.00	1.99%	21,169,499.00
4. Books and Supplies	4000-4999	6,320,313.00	-5.82%	5,952,394.00	2.31%	6,089,609.00
5. Services and Other Operating Expenditures	5000-5999	13,415,220.00	2.40%	13,737,184.00	2.60%	14,094,351.00
6. Capital Outlay	6000-6999	60,000.00	0.00%	60,000.00	0.00%	60,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	6,231,286.00	0.00%	6,231,286.00	0.00%	6,231,286.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	3,956,559.00	0.00%	3,956,559.00	0.00%	3,956,559.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		109,877,386.00	1.24%	111,242,455.00	1.76%	113,203,018.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(1,374,756.00)		0.00		0.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		1,374,756.00		0.00		0.00
2. Ending Fund Balance (Sum lines C and D1)		0.00		0.00		0.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	0.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		0.00		0.00		0.00

Description	Object Codes	2012-13 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2013-14 Projection (C)	% Change (Cols. E-C/C) (D)	2014-15 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

Description	Object Codes	2012-13 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2013-14 Projection (C)	% Change (Cols. E-C/C) (D)	2014-15 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. Revenue Limit Sources	8010-8099	236,068,462.00	-2.39%	230,419,711.28	2.08%	235,202,174.54
2. Federal Revenues	8100-8299	16,988,029.00	0.00%	16,988,029.00	1.92%	17,313,790.00
3. Other State Revenues	8300-8599	66,282,852.00	0.00%	66,282,802.00	2.70%	68,071,838.00
4. Other Local Revenues	8600-8799	4,192,289.00	0.00%	4,192,339.00	0.00%	4,192,339.00
5. Other Financing Sources						
a. Transfers In	8900-8929	2,761,057.00	0.00%	2,761,057.00	0.00%	2,761,057.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5)		326,292,689.31	-1.73%	320,643,938.28	2.15%	327,541,198.54
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				158,993,972.00		189,437,558.00
b. Step & Column Adjustment				2,384,910.00		2,841,713.00
c. Cost-of-Living Adjustment				(3,043,468.00)		(1,000,000.00)
d. Other Adjustments				31,102,144.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	158,993,972.00	19.15%	189,437,558.00	0.97%	191,279,271.00
2. Classified Salaries						
a. Base Salaries				46,733,409.00		56,647,604.00
b. Step & Column Adjustment				934,669.00		1,132,952.00
c. Cost-of-Living Adjustment				176,069.00		0.00
d. Other Adjustments				8,803,457.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	46,733,409.00	21.21%	56,647,604.00	2.00%	57,780,556.00
3. Employee Benefits	3000-3999	74,703,212.00	1.76%	76,018,866.00	1.78%	77,370,839.00
4. Books and Supplies	4000-4999	11,877,007.00	-1.97%	11,642,449.00	2.45%	11,927,605.00
5. Services and Other Operating Expenditures	5000-5999	28,920,367.00	2.40%	29,614,455.00	0.38%	29,727,771.00
6. Capital Outlay	6000-6999	557,732.00	2.14%	569,678.00	0.00%	569,678.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	10,087,913.00	0.00%	10,087,913.00	0.00%	10,087,913.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(650,123.00)	0.00%	(650,123.00)	0.00%	(650,123.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				(52,500,000.00)		(51,000,000.00)
11. Total (Sum lines B1 thru B10)		331,223,489.00	-3.13%	320,868,400.00	1.94%	327,093,510.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(4,930,799.69)		(224,461.72)		447,688.54
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		12,905,800.42		7,975,000.73		7,750,539.01
2. Ending Fund Balance (Sum lines C and D1)		7,975,000.73		7,750,539.01		8,198,227.55
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	325,000.00		325,000.00		325,000.00
b. Restricted	9740	0.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	1,000,000.00		1,000,000.00		1,000,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	6,650,000.42		6,425,539.01		6,873,227.55
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		7,975,000.42		7,750,539.01		8,198,227.55

Description	Object Codes	2012-13 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2013-14 Projection (C)	% Change (Cols. E-C/C) (D)	2014-15 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	6,650,000.42		6,425,539.01		6,873,227.55
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999) (Enter projections)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		6,650,000.42		6,425,539.01		6,873,227.55
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		2.01%		2.00%		2.10%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	No					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)		0.00				
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form A, Estimated P-2 ADA column, lines 3, 6, and 25; enter projections)		48,048.77		47,626.00		46,874.00
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		331,223,489.00		320,868,400.00		327,093,510.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		331,223,489.00		320,868,400.00		327,093,510.00
d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)		2%		2%		2%
e. Reserve Standard - By Percent (Line F3c times F3d)		6,624,469.78		6,417,368.00		6,541,870.20
f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		6,624,469.78		6,417,368.00		6,541,870.20
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to EC Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

(X) Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	$ 8,386,308.00
Less: Amount of total liabilities reserved in budget:	$ 8,386,308.00
Estimated accrued but unfunded liabilities:	$ 0.00

( ) This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:

( ) This school district is not self-insured for workers' compensation claims.

Signed _____
Clerk/Secretary of the Governing Board
(Original signature required)

Date of Meeting: Jun 27, 2012

For additional information on this certification, please contact:

Name: Philippa Geiger

Title: Executive Director, Fiscal Services

Telephone: (949) 234 9316

E-mail: pkgeiger@capousd.org

ANNUAL BUDGET REPORT:
July 1, 2012 Single Budget Adoption

This budget was developed using the state-adopted Criteria and Standards. It was filed and adopted subsequent to a public hearing by the governing board of the school district. (Pursuant to Education Code sections 33129 and 42127)

Budget available for inspection at:

Place: Capistrano Unified School District
Date: June 21, 2012

Public Hearing:

Place: Capistrano Unified School District
Date: June 21, 2012
Time: 7 p.m.

Adoption Date: June 27, 2012

Signed: _____
Clerk/Secretary of the Governing Board
(Original signature required)

Contact person for additional information on the budget reports:

Name: Philippa Geiger
Telephone: (949) 234 9316

Title: Executive Director, Fiscal Services
E-mail: pkgeiger@capousd.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.	X	
4	Revenue Limit	Projected change in revenue limit is within the standard for the budget and two subsequent fiscal years.		X

CRITERIA AND STANDARDS (continued)			Met	Not Met
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.		X
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.	X	
7a	Deferred Maintenance	SBX3 4 (Chapter 12, Statutes of 2009), as amended by SB 70 (Chapter 7, Statutes of 2011), eliminates the local match requirement for Deferred Maintenance from 2008-09 through 2014-15. Therefore, this item has been inactivated for that period.		
7b	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?	X	

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2011-12) annual payment?		X
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, are they lifetime benefits?	X	
		• If yes, do benefits continue beyond age 65?	X	
		• If yes, are benefits funded by pay-as-you-go?		X
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation)?		X
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for:		
		• Certificated? (Section S8A, Line 1)	X	
		• Classified? (Section S8B, Line 1)	X	
		• Management/supervisor/confidential? (Section S8C, Line 1)	X	

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

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

Deviations from the standards must be explained and may affect the approval of the budget.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines 3, 6, and 25): 48,049

District's ADA Standard Percentage Level: 1.0%

1A. Calculating the District's ADA Variances

DATA ENTRY: Enter data in the Revenue Limit ADA, Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated

Fiscal Year	Revenue Limit (Funded) ADA Original Budget (Use Form RL, Line 5c [5b])	Revenue Limit (Funded) ADA Estimated/Unaudited Actuals (Form RL, Line 5c [5b])	ADA Variance Level (If Budget is greater than Actuals, else N/A)	Status
Third Prior Year (2009-10)	50,133.82	50,067.94	0.1%	Met
Second Prior Year (2010-11)	50,204.88	50,276.79	N/A	Met
First Prior Year (2011-12)	49,475.42	49,599.11	N/A	Met
Budget Year (2012-13) (Criterion 4A1, Step 2a)	49,204.43			

1B. Comparison of District ADA to the Standard

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

1a. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:
(required if NOT met)

1b. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

2. CRITERION: Enrollment

STANDARD: Projected enrollment has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines 3, 6, and 25): 48,049

District's Enrollment Standard Percentage Level: 1.0%

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CBEDS Actual, column for the First Prior Year; all other data are extracted or calculated.

Fiscal Year	Enrollment Budget	Enrollment CBEDS Actual	Enrollment Variance Level (If Budget is greater than Actual, else N/A)	Status
Third Prior Year (2009-10)	51,713	52,006	N/A	Met
Second Prior Year (2010-11)	51,804	51,553	0.5%	Met
First Prior Year (2011-12)	50,734	50,777	N/A	Met
Budget Year (2012-13)	49,940			

2B. Comparison of District Enrollment to the Standard

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

1a. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:
(required if NOT met)

1b. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

3. CRITERION: ADA to Enrollment

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

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

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	P-2 ADA Estimated/Unaudited Actuals (Form A, Lines 3, 6, and 25)	Enrollment CBEDS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2009-10)	49,660	52,006	95.5%
Second Prior Year (2010-11)	49,375	51,553	95.8%
First Prior Year (2011-12)	48,704	50,777	95.9%
		Historical Average Ratio:	95.7%
		District's ADA to Enrollment Standard (historical average ratio plus 0.5%):	**96.2%**

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

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

Fiscal Year	Estimated P-2 ADA Budget (Form A, Lines 3, 6, and 25) (Form MYP, Line F2)	Enrollment Budget/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Budget Year (2012-13)	48,049	49,940	96.2%	Met
1st Subsequent Year (2013-14)	47,626	49,581	96.1%	Met
2nd Subsequent Year (2014-15)	46,874	48,730	96.2%	Met

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

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

1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

4. CRITERION: Revenue Limit

STANDARD: Projected revenue limit for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population and the funded cost-of-living adjustment (COLA) plus or minus one percent.

For basic aid districts, projected revenue limit has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected revenue limit has not changed from the prior fiscal year by more than the funded cost-of-living adjustment plus or minus one percent.

4A1. Calculating the District's Revenue Limit Standard

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year columns for Step 1a and Step 2a will be extracted; if not, enter data for the two subsequent years. In addition, the deficit factor, Step 1b, for the two subsequent years will be extracted from Form MYP if it exists; if not, it will link from the Budget Year column, but may be overwritten. All other data are extracted or calculated.

Projected Revenue Limit

	Prior Year (2011-12)	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
Step 1 - Funded COLA				
a. Base Revenue Limit (BRL) per ADA (Form RL, Line 4) (Form MYP, Unrestricted, Line A1a)	6,492.18	6,704.18	6,704.18	6,884.18
b. Deficit Factor (Form RL, Line 16) (Form MYP, Unrestricted, Line A1g)	0.79398	0.77728	0.77728	0.77728
c. Funded BRL per ADA (Step 1a times Step 1b)	5,154.66	5,211.03	5,211.03	5,350.94
d. Prior Year Funded BRL per ADA		5,154.66	5,211.03	5,211.03
e. Difference (Step 1c minus Step 1d)		56.37	0.00	139.91
f. Percent Change Due to COLA (Step 1e divided by Step 1d)		1.09%	0.00%	2.68%
Step 2 - Change in Population				
a. Revenue Limit (Funded) ADA (Form RL, Line 5c) (Form MYP, Unrestricted, Line A1c)	49,599.11	49,204.43	48,020.23	47,625.94
b. Prior Year Revenue Limit (Funded) ADA		49,599.11	49,204.43	48,020.23
c. Difference (Step 2a minus Step 2b)		(394.68)	(1,184.20)	(394.29)
d. Percent Change Due to Population (Step 2c divided by Step 2b)		-0.80%	-2.41%	-0.82%
Step 3 - Total Change in Funded COLA and Population (Step 1f plus Step 2d)		0.29%	-2.41%	1.86%
Revenue Limit Standard (Step 3, plus/minus 1%):		**-.71% to 1.29%**	**-3.41% to -1.41%**	**.86% to 2.86%**

4A2. Alternate Revenue Limit Standard - Basic Aid

DATA ENTRY: If applicable to your district, input data in the 1st and 2nd Subsequent Year columns for projected local property taxes; all other data are extracted or calculated.

Basic Aid District Projected Revenue Limit (applicable if Form RL, Budget column, line 31, is zero)

	Prior Year (2011-12)	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
Projected Local Property Taxes (Form RL, Lines 25 thru 27)	223,215,109.00	223,215,109.00		
Percent Change from Previous Year		N/A	N/A	N/A
Basic Aid Standard (percent change from previous year, plus/minus 1%):		N/A	N/A	N/A

4A3. Alternate Revenue Limit Standard - Necessary Small Schoo

DATA ENTRY: All data are extracted or calculated.

Necessary Small School District Projected Revenue Limit (applicable if Form RL, Budget column, line 6, is greater than zero, and line 5c, RL ADA, is zero

	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
Necessary Small School Standard (Funded COLA change - Step 1f, plus/minus 1%):	N/A	N/A	N/A

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

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Year columns for Revenue Limit; all other data are extracted or calculated.

	Prior Year (2011-12)	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
Revenue Limit (Fund 01, Objects 8011, 8020-8089)	269,263,231.00	247,803,564.00	242,154,813.00	246,937,276.00
District's Projected Change in Revenue Limit:		-7.97%	-2.28%	1.97%
Revenue Limit Standard:		**-.71% to 1.29%**	**-3.41% to -1.41%**	**.86% to 2.86%**
Status:		Not Met	Met	Met

4C. Comparison of District Revenue Limit to the Standard

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

1a. STANDARD NOT MET - Projected change in revenue limit is outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard(s) and a description of the methods and assumptions used in projecting revenue limit.

Explanation:
(required if NOT met)

Reflects the assumption that the Governor's tax initiative does not pass and the District gets a $441 reduction per ADA to the revenue limit.

5. CRITERION: Salaries and Benefits

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

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

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999) Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
Third Prior Year (2009-10)	234,366,027.48	255,933,319.06	91.6%
Second Prior Year (2010-11)	241,105,885.66	268,247,504.25	89.9%
First Prior Year (2011-12)	232,171,712.00	257,130,131.21	90.3%
		Historical Average Ratio:	90.6%

	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
District's Reserve Standard Percentage (Criterion 10B, Line 4):	2.0%	2.0%	2.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	**87.6% to 93.6%**	**87.6% to 93.6%**	**87.6% to 93.6%**

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

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted, if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999) Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYP, Lines B1-B3)	Total Expenditures (Form 01, Objects 1000-7499) (Form MYP, Lines B1-B8, B10)	Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
Budget Year (2012-13)	200,536,585.00	221,346,103.00	90.6%	Met
1st Subsequent Year (2013-14)	240,798,996.00	209,625,945.00	114.9%	Not Met
2nd Subsequent Year (2014-15)	243,659,453.00	213,890,492.00	113.9%	Not Met

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

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

1a. STANDARD NOT MET - Projected ratio(s) of unrestricted salary and benefit costs to total unrestricted expenditures are outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard, a description of the methods and assumptions used in projecting salaries and benefits, and what changes, if any, will be made to bring the projected salary and benefit costs within the standard

Explanation:
(required if NOT met)

budget reductions will need to be made in the 2013/14 fiscal year and will be allocated to the correct salary and benefit accounts.

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the percentage change in population and the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the percentage change in population and the funded COLA plus or minus five percent must be explained.

6A. Calculating the District's Other Revenues and Expenditures Standard Percentage Ranges

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
1. District's Change in Population and Funded COLA (Criterion 4A1, Step 3):	0.29%	-2.41%	1.86%
2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):	**-9.71% to 10.29%**	**-12.41% to 7.59%**	**-8.14% to 11.86%**
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	-4.71% to 5.29%	-7.41% to 2.59%	-3.14% to 6.86%

6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

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

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)			
First Prior Year (2011-12)	30,592,759.62		
Budget Year (2012-13)	16,988,029.00	-44.47%	Yes
1st Subsequent Year (2013-14)	16,988,029.00	0.00%	No
2nd Subsequent Year (2014-15)	17,313,790.00	1.92%	No

Explanation: (required if Yes)
Reflects the expiration of federal ARRA and Ed Jobs funds.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)			
First Prior Year (2011-12)	68,907,051.21		
Budget Year (2012-13)	66,282,852.00	-3.81%	No
1st Subsequent Year (2013-14)	66,282,802.00	0.00%	No
2nd Subsequent Year (2014-15)	68,071,838.00	2.70%	No

Explanation: (required if Yes)

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)			
First Prior Year (2011-12)	7,359,394.30		
Budget Year (2012-13)	4,192,289.00	-43.03%	Yes
1st Subsequent Year (2013-14)	4,192,339.00	0.00%	No
2nd Subsequent Year (2014-15)	4,192,339.00	0.00%	No

Explanation: (required if Yes)
Gift revenue is not budgeted until received.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)			
First Prior Year (2011-12)	11,442,490.57		
Budget Year (2012-13)	11,877,007.00	3.80%	No
1st Subsequent Year (2013-14)	11,642,449.00	-1.97%	No
2nd Subsequent Year (2014-15)	11,927,605.00	2.45%	No

Explanation: (required if Yes)

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

First Prior Year (2011-12)	31,102,085.03		
Budget Year (2012-13)	28,920,367.00	-7.01%	Yes
1st Subsequent Year (2013-14)	29,614,455.00	2.40%	No
2nd Subsequent Year (2014-15)	29,727,771.00	0.38%	No

Explanation:
(required if Yes)

6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
Total Federal, Other State, and Other Local Revenue (Criterion 6B)			
First Prior Year (2011-12)	106,859,205.13		
Budget Year (2012-13)	87,463,170.00	-18.15%	Not Met
1st Subsequent Year (2013-14)	87,463,170.00	0.00%	Met
2nd Subsequent Year (2014-15)	89,577,967.00	2.42%	Met
Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)			
First Prior Year (2011-12)	42,544,575.60		
Budget Year (2012-13)	40,797,374.00	-4.11%	Met
1st Subsequent Year (2013-14)	41,256,904.00	1.13%	Met
2nd Subsequent Year (2014-15)	41,655,376.00	0.97%	Met

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

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

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

Explanation:
Federal Revenue
(linked from 6B
if NOT met)

Reflects the expiration of federal ARRA and Ed Jobs funds.

Explanation:
Other State Revenue
(linked from 6B
if NOT met)

Explanation:
Other Local Revenue
(linked from 6B
if NOT met)

Gift revenue is not budgeted until received.

1b. STANDARD MET - Projected total operating expenditures have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
Books and Supplies
(linked from 6B
if NOT met)

Explanation:
Services and Other Exps
(linked from 6B
if NOT met)

7. CRITERION: Facilities Maintenance

STANDARD: Confirm that the annual contribution for facilities maintenance funding is not less than the amounts required pursuant to Education Code sections 17584 (Deferred Maintenance) and 17070.75 (Ongoing and Major Maintenance/Restricted Maintenance Account), if applicable.

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

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

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

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

DATA ENTRY: Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

1. a. For districts that are the AU of a SELPA, do you choose to exclude revenue that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation?

   b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(C) (Fund 10, objects 7211-7213 and 7221-7223 with resources 3300-3499 and 6500-6540) — 0.00

2. **Ongoing and Major Maintenance/Restricted Maintenance Account**

a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999)	331,223,489.00			
b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)		1% Required Minimum Contribution (Line 2c times 1%)	Budgeted Contribution [1] to the Ongoing and Major Maintenance Account	Status
c. Net Budgeted Expenditures and Other Financing Uses	331,223,489.00	3,312,234.89	11,198,378.00	Met

[1] Fund 01, Resource 8150, Objects 8900-8999

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

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

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

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves[1] as a percentage of total expenditures and other financing uses[2] in two out of three prior fiscal years.

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

DATA ENTRY: All data are extracted or calculated.

	Third Prior Year (2009-10)	Second Prior Year (2010-11)	First Prior Year (2011-12)
1. District's Available Reserve Amounts (resources 0000-1999)			
a. Designated for Economic Uncertainties (Funds 01 and 17, Object 9770)	16,774,715.45	19,104,793.10	
b. Undesignated Amounts (Funds 01 and 17, Object 9790)	0.00	0.00	
c. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)			7,650,844.00
d. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)			1,871,751.42
e. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	0.00	0.00	0.00
f. Available Reserves (Lines 1a through 1e)	16,774,715.45	19,104,793.10	9,522,595.42
2. Expenditures and Other Financing Uses			
a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	367,431,313.76	371,823,544.43	382,542,174.92
b. Less: Special Education Pass-through Funds (Fund 01, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	1,021,058.00	638,401.00	
c. Plus: Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)			0.00
d. Net Expenditures and Other Financing Uses (Line 2a minus Line 2b, or Line 2a plus Line 2c)	366,410,255.76	371,185,143.43	382,542,174.92
3. District's Available Reserve Percentage (Line 1f divided by Line 2d)	4.6%	5.1%	2.5%
District's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):	**1.5%**	**1.7%**	**0.8%**

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

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

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000-7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2009-10)	(2,703,786.22)	255,933,319.06	1.1%	Met
Second Prior Year (2010-11)	289,755.17	268,247,504.25	N/A	Met
First Prior Year (2011-12)	(11,680,183.58)	257,130,131.21	4.5%	Not Met
Budget Year (2012-13) (Information only)	(3,556,044.00)	221,346,103.00		

8C. Comparison of District Deficit Spending to the Standard

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

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in two or more of the three prior years.

Explanation:
(required if NOT met)

In 2011-12 the remaining Ed Jobs money of $10 million was spent which was carried forward from the prior year.

9. CRITERION: Fund Balance

STANDARD: Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level [1]	District ADA		
1.7%	0	to	300
1.3%	301	to	1,000
1.0%	1,001	to	30,000
0.7%	30,001	to	400,000
0.3%	400,001	and	over

[1] Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

District ADA (Form A, Estimated P-2 ADA column, lines 3, 6, and 25): 48,049

District's Fund Balance Standard Percentage Level: 0.7%

9A. Calculating the District's Unrestricted General Fund Beginning Balance Percentages

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated

Fiscal Year	Unrestricted General Fund Beginning Balance [2] (Form 01, Line F1e, Unrestricted Column) Original Budget	Estimated/Unaudited Actuals	Beginning Fund Balance Variance Level (If overestimated, else N/A)	Status
Third Prior Year (2009-10)	11,610,297.00	25,937,513.99	N/A	Met
Second Prior Year (2010-11)	22,219,980.00	24,118,139.77	N/A	Met
First Prior Year (2011-12)	21,782,493.00	23,211,228.00	N/A	Met
Budget Year (2012-13) (Information only)	11,531,044.42			

[2] Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

9B. Comparison of District Unrestricted Beginning Fund Balance to the Standard

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

1a. STANDARD MET - Unrestricted general fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves[1] for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts[2] as applied to total expenditures and other financing uses[3]:

Percentage Level	District ADA		
5% or $62,000 (greater of)	0	to	300
4% or $62,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	over

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

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

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

	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
District Estimated P-2 ADA (Criterion 3, Item 3B):	48,049	47,626	46,874
District's Reserve Standard Percentage Level:	**2%**	**2%**	**2%**

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

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

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

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members? No
2. If you are the SELPA AU and are excluding special education pass-through funds:
   a. Enter the name(s) of the SELPA(s): _____

	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	0.00		

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 and 2 will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
1. Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	331,223,489.00	320,868,400.00	327,093,510.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)	0.00		
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	331,223,489.00	320,868,400.00	327,093,510.00
4. Reserve Standard Percentage Level	2%	2%	2%
5. Reserve Standard - by Percent (Line B3 times Line B4)	6,624,469.78	6,417,368.00	6,541,870.20
6. Reserve Standard - by Amount ($62,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7. **District's Reserve Standard (Greater of Line B5 or Line B6)**	**6,624,469.78**	**6,417,368.00**	**6,541,870.20**

10C. Calculating the District's Budgeted Reserve Amount

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4):	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYP, Line E1a)	0.00	0.00	0.00
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYP, Line E1b)	6,650,000.42	6,425,539.01	6,873,227.55
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYP, Line E1c)	0.00	0.00	0.00
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYP, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYP, Line E2a)	0.00	0.00	0.00
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYP, Line E2b)	0.00	0.00	0.00
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYP, Line E2c)	0.00	0.00	0.00
8. District's Budgeted Reserve Amount (Lines C1 thru C7)	6,650,000.42	6,425,539.01	6,873,227.55
9. District's Budgeted Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	2.01%	2.00%	2.10%
District's Reserve Standard (Section 10B, Line 7):	**6,624,469.78**	**6,417,368.00**	**6,641,870.20**
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

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

1a. STANDARD MET - Projected available reserves have met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

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

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation state compliance reviews) that may impact the budget? No

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

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures in the budget in excess of one percent o the total general fund expenditures that are funded with one-time resources? No

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

S3. Use of Ongoing Revenues for One-time Expenditures

1a. Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues? No

1b. If Yes, identify the expenditures:

S4. Contingent Revenues

1a. Does your district have projected revenues for the budget year or either of the two subsequent fiscal year contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)? No

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

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than $20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than $20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard: **-10.0% to +10.0% or -$20,000 to +$20,000**

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

DATA ENTRY: Enter data in the Projection column for contributions, transfers in, and transfers out for all fiscal years, except the First Prior Year and Budget Year for Contributions, which will be extracted, and click the appropriate button for item 1d; all other data are extracted or calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
1a. **Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)**				
First Prior Year (2011-12)	(50,119,709.58)			
Budget Year (2012-13)	(50,785,320.00)	665,610.42	1.3%	Met
1st Subsequent Year (2013-14)	(53,525,145.00)	2,739,825.00	5.4%	Met
2nd Subsequent Year (2014-15)	(54,209,708.00)	684,563.00	1.3%	Met
1b. **Transfers In, General Fund ***				
First Prior Year (2011-12)	2,758,297.00			
Budget Year (2012-13)	2,761,057.00	2,760.00	0.1%	Met
1st Subsequent Year (2013-14)	2,761,057.00	0.00	0.0%	Met
2nd Subsequent Year (2014-15)	2,761,057.00	0.00	0.0%	Met
1c. **Transfers Out, General Fund ***				
First Prior Year (2011-12)	0.00			
Budget Year (2012-13)	0.00	0.00	0.0%	Met
1st Subsequent Year (2013-14)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2014-15)	0.00	0.00	0.0%	Met

1d. **Impact of Capital Projects**
Do you have any capital projects that may impact the general fund operational budget? No

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

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

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

1a. MET - Projected contributions have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

1b. MET - Projected transfers in have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

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

Explanation:
(required if NOT met)

1d. NO - There are no capital projects that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments[1] and their annual required payments for the budget year and two subsequent fiscal years.

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

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

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

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section.

1. Does your district have long-term (multiyear) commitments? (If No, skip item 2 and Sections S6B and S6C) — Yes

2. If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commmitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For: Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2012
Capital Leases		Various Funds		13,631,857
Certificates of Participation		Redevelopment Funds, CFD's		23,855,000
General Obligation Bonds		Tax Collection		55,706,441
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

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

Type of Commitment (continued)	Prior Year (2011-12) Annual Payment (P & I)	Budget Year (2012-13) Annual Payment (P & I)	1st Subsequent Year (2013-14) Annual Payment (P & I)	2nd Subsequent Year (2014-15) Annual Payment (P & I)
Capital Leases	952,529	868,977	770,961	751,348
Certificates of Participation	2,105,115	2,189,089	2,193,019	2,208,856
General Obligation Bonds	4,712,974	4,806,524	4,899,504	5,572,958
Supp Early Retirement Program	0	2,433,428	2,433,428	2,433,428
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

Total Annual Payments:	7,770,618	10,298,018	10,296,912	10,966,590
Has total annual payment increased over prior year (2011-12)?		Yes	Yes	Yes

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

DATA ENTRY: Enter an explanation if Yes.

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

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

The District offered an early retirement incentive and the savings from lower salaries will offset the payments for the SERP.

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

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

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

No

2.

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

Explanation:
(required if Yes)

S7. Unfunded Liabilities

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the annual required contribution; and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

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

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b

1. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5) — Yes

2. For the district's OPEB:
   a. Are they lifetime benefits? — No
   b. Do benefits continue past age 65? — No
   c. Describe any other characteristics of the district's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

3. a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method? — Pay-as-you-go
   b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund

Self-Insurance Fund	Governmental Fund
0	0

4. OPEB Liabilities

a. OPEB actuarial accrued liability (AAL)	51,800,839.00
b. OPEB unfunded actuarial accrued liability (UAAL)	51,800,839.00
c. Are AAL and UAAL based on the district's estimate or an actuarial valuation?	Actuarial
d. If based on an actuarial valuation, indicate the date of the OPEB valuation	Jun 30, 2011

5. OPEB Contributions

	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
a. OPEB annual required contribution (ARC) per actuarial valuation or Alternative Measurement Method	6,164,748.00	6,164,748.00	6,164,748.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)	1,769,797.00	2,000,000.00	2,100,000.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)	1,769,797.00	2,000,000.00	2,100,000.00
d. Number of retirees receiving OPEB benefits	323	353	353

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

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4) — Yes

2. Describe each self-insurance program operated by the district, including details for each such as level of risk retained, funding approach, basis for valuation (district's estimate or actuarial), and date of the valuation:

CUSD is self insured for property and liability up to $100,000 per claim and also provides workers compensation for current employees.

3. Self-Insurance Liabilities

a. Accrued liability for self-insurance programs	8,088,433.00
b. Unfunded liability for self-insurance programs	0.00

4. Self-Insurance Contributions

	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
a. Required contribution (funding) for self-insurance programs	5,778,298.00	5,932,298.00	6,080,605.00
b. Amount contributed (funded) for self-insurance programs	5,778,298.00	5,932,298.00	6,080,605.00

S8. Status of Labor Agreements

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

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

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

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

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

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2011-12)	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
Number of certificated (non-management) full-time-equivalent (FTE) positions				

Data must be entered for all years.

Certificated (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year? Yes

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

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

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting: June 27th, 2012

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official? Yes
If Yes, date of Superintendent and CBO certification: June 27th, 2012

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement? No
If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:

	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
One Year Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year			
or			
Multiyear Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

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

Negotiations Not Settled

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

	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
7. Amount included for any tentative salary schedule increases			

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

	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
1. Are costs of H&W benefit changes included in the budget and MYPs?			
2. Total cost of H&W benefits			
3. Percent of H&W cost paid by employer			
4. Percent projected change in H&W cost over prior year			

Certificated (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget?

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

Certificated (Non-management) Step and Column Adjustments

	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
1. Are step & column adjustments included in the budget and MYPs?			
2. Cost of step & column adjustments			
3. Percent change in step & column over prior year			

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

	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
1. Are savings from attrition included in the budget and MYPs?			
2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?			

Certificated (Non-management) - Other

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

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

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2011-12)	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
Number of classified (non-managment) FTE positions				

Data must be entered for all years.

Classified (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year? Yes

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

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

   If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting: June 27th, 2012

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

   If Yes, date of Superintendent and CBO certification: June 27th, 2012

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement? No

   If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:

	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
One Year Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year			
or			
Multiyear Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

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

Negotiations Not Settled

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

	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
7. Amount included for any tentative salary schedule increases			

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

	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
1. Are costs of H&W benefit changes included in the budget and MYPs?			
2. Total cost of H&W benefits			
3. Percent of H&W cost paid by employer			
4. Percent projected change in H&W cost over prior year			

Classified (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget?

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

Classified (Non-management) Step and Column Adjustments

	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
1. Are step & column adjustments included in the budget and MYPs?			
2. Cost of step & column adjustments			
3. Percent change in step & column over prior year			

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

	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
1. Are savings from attrition included in the budget and MYPs?			
2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?			

Classified (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

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

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2011-12)	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
Number of management, supervisor, and confidential FTE positions				

Data must be entered for all years.

Management/Supervisor/Confidential Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year? Yes

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4

If n/a, skip the remainder of Section S8C.

Negotiations Settled

2. Salary settlement:

	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?	Yes	Yes	Yes
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

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

	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
4. Amount included for any tentative salary schedule increases			

Management/Supervisor/Confidential Health and Welfare (H&W) Benefits	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
1. Are costs of H&W benefit changes included in the budget and MYPs?			
2. Total cost of H&W benefits			
3. Percent of H&W cost paid by employer			
4. Percent projected change in H&W cost over prior year			

Management/Supervisor/Confidential Step and Column Adjustments	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
1. Are step & column adjustements included in the budget and MYPs?			
2. Cost of step and column adjustments			
3. Percent change in step & column over prior year			

Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)	Budget Year (2012-13)	1st Subsequent Year (2013-14)	2nd Subsequent Year (2014-15)
1. Are costs of other benefits included in the budget and MYPs?			
2. Total cost of other benefits			
3. Percent change in cost of other benefits over prior year			

ADDITIONAL FISCAL INDICATORS

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

DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

A1.	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	Yes
A2.	Is the system of personnel position control independent from the payroll system?	Yes
A3.	Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column of Criterion 2A are used to determine Yes or No)	Yes
A4.	Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?	Yes
A5.	Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	No
A6.	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	No
A7.	Is the district's financial system independent of the county office system?	No
A8.	Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)	No
A9.	Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?	Yes

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

Comments:
(optional)

A9. The District hired a new CBO on May 1st 2012.

End of School District Budget Criteria and Standards Review

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

BUDGET GUIDELINES
2012-2013

PURPOSE

Budget guidelines provide the overarching set of instructions that staff will use in the creation of the fiscal year budget. Guidelines set consistent parameters and goals that drive the formation of the budget.

GENERAL

1. At a minimum, the primary consideration in developing the budget is the provision of an effective and contemporary educational program, which meets District and State standards and regulations at all grade levels.

2. Budgeted expenditures shall not exceed income plus any carry over from prior years.

3. Budget assumptions shall be developed, reviewed, and updated on an on-going basis.

4. A budget calendar shall be created and used as a planning guide for budget development.

5. The Strategic Plan along with Board goals, directions, and priorities will be a driving force in the development of the budget, to the extent allowed within the available funding.

6. When the Board of Trustees authorizes or approves a new goal, project, or program, it shall specify the allocation or reallocation of resources required to appropriately execute the new initiative.

7. When new projects, plans, or programs are presented to the Board for approval, the estimated fiscal impact of the project and available funding sources shall be included.

   7.1 Upon approval, the budget shall be adjusted as deemed appropriate based on the availability of funds and the Board's priorities.

8. The budget shall include a General Fund Reserve for Economic Uncertainty of no less than two percent of the total General Fund appropriations in object codes 1000 through 7999.

9. Staffing shall be maintained so as to appropriately carry out Board policies, support future growth, and honor collective bargaining agreements.

10. The Cafeteria Fund, Child Care Fund, and Associated Student Body funds shall be self-supporting and, where allowable, shall include allocations for direct, indirect, and support costs.

Attachment 4

11. The District will utilize a Multiple Year Projection tool in order to facilitate the compilation of the current and future year budget projections as required under AB1200.

12. The budget development process will include user friendly information that provides disclosure of anticipated beginning balances, revenues, expenditures, and ending balances for all District funds. This information will be provided to highlight the intended uses of these funds during the budget year.

13. In the event that closing or re-configuring schools is considered, associated savings and expenditures shall be identified and budgeted with adequate lead-time to allow for appropriate review, analysis, and community input as well as adequate transitions.

REVENUE

14. One-time sources of funding shall not be used to facilitate ongoing expenditures.

EXPENDITURE

15. Funds shall be made available in the budget to support current and anticipated collective bargaining commitments in accordance with AB 1285.

16. Within the context of negotiations and available resources, the District will endeavor to provide employees with competitive salary and benefits packages that reflect a level of incentive sufficient to continue to attract and retain qualified people.

17. Any/all debt service or leasing obligations shall be included in the budget.

18. All categorical programs shall be self-supporting and, where allowable, shall include allocations for indirect and support costs. Special Education, Transportation, and Maintenance and Operations are not recognized as self-supporting at this time; however, a goal of self-support shall be maintained. Each of these programs shall be monitored to ensure minimal impact to the general fund.

19. Supply and equipment formulas in effect for the current year shall be reviewed, revised, adjusted, and/or frozen, as necessary.

20. Allowance shall be made for increases and/or decreases in the cost of services and supplies; e.g., gasoline, natural gas, electricity, insurance, water, postage, trash collection, telephone services, lease agreements, debt repayment, employee retirement contributions, or benefits mandated by law.

21. Furniture and equipment replacement will be funded to the extent that can be justified in relationship to available resources.

OTHER

22. As part of the multi-year Tier III flexibility provisions of SBX3 4, the Deferred Maintenance program has been designated as an unrestricted program. To take advantage of this provision, the transfer from the General Fund to Deferred Maintenance will be suspended during 2012-2013.

23. All unspent funds at year end in Federal categorical programs are considered restricted balances and will be carried forward to the following year and re-budgeted.

24. As part of the adoption and review of the District's fiscal year budget and related financial activity, the District is required to prepare specific reporting documents. These documents, and their associated filing deadlines, are indicated below.

Adopted Budget	(Prior to June 30)
Revised Budget	(Within 45 days of the Governor signing the State Budget)
First Interim Report	(Within 45 days of October 31, or by December 15)
Second Interim Report	(Within 45 days of January 31, or by March 15)
Third Interim Report*	(Within 31 days of April 30, or by June 1)
Independent Audit Report	(Prior to December 15 after the close of the fiscal year)

A third interim report becomes necessary with the filing of a qualified or negative interim report.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

BUDGET ASSUMPTIONS
2012-2013

PURPOSE

The purpose of the budget assumptions outlined below is to provide the framework the District uses for preparing the 2012-2013 budget. The overarching influence to the following assumptions is the budget for the State of California. Other assumptions will be based upon District input and prior year trends, as well as external sources or conditions when appropriate. The framework is based upon the most up-to-date information known to the District at the time of development of the budget assumptions. These budget assumptions may change based upon any negotiated settlements prior to budget adoption.

OVERALL ASSUMPTIONS

1. Funding received from the State is based on the District's Average Daily Attendance (ADA). ADA is calculated by dividing the total number of days of *student attendance* by the number of *days of school taught* during the same period. When a district's enrollment is declining, the state funds the district on their prior year P-2 ADA; therefore, funding for 2012-2013 will be based on P-2 ADA for 2011-2012, which is projected to be 49,204.

   Currently, the net funded base revenue limit is projected to be $5,211.03 per unit of ADA, which is an increase of $1.31 per ADA compared to fiscal year 2011-2012. This amount includes information as detailed in the Governor's May Revise. This calculation is detailed further in item 3.

   School Services is recommending an additional cut to the Revenue Limit of $441 per ADA if the Governor's tax initiative does not pass.

2. Site supply budgets and staffing allocations will be determined using the following formulas:

   2.1 Site Supply Budget Formula [1]:

K-5	$15.75 / student
6-8	$18.75 / student
9-12	$24.75 / student

[1] Site supply budgets are exclusive of copier allocation, which is centrally funded

2.2 Staffing - per negotiated agreements.

REVENUE ASSUMPTIONS

3. The 2012-2013 revenue limit will be based upon the 2011-2012 revenue limit with a projected 3.24 percent cost of living adjustment (COLA), as well as the increased accumulated deficit factor of 22.272 percent which offsets the COLA. The District's 2012-2013 deficited revenue limit per ADA is projected to be $5,211.03 per unit of ADA. This is in comparison to the 2011-2012 revenue limit of $5,209.71, as shown below. The Governor has proposed a ballot measure in November 2012, to maintain flat funding for schools as compared to 2011-2012. If the ballot measure does not pass, the Governor proposes cutting schools $441 per ADA lowering the base revenue limit to $4,770.03.

2012-13 K-12 Revenue Limits - Capistrano Unified

		Base Revenue Limit per ADA (A)	Proration Factor (B)	Funded Base Revenue Limit (C) = (A) X (B)
1.	2011-12 Base Revenue Limit	$6,492.18	0.80246*	$5,209.71
2.	2012-13 COLA per ADA	212.00	-	-
3.	2012-13 Base Revenue Limit	$6,704.18	0.77728**	$5,211.03
4.	2011-12 "Trigger Cut" (Line 1, Column A multiplied by .0085)			$55.18
5.	Net 2011-12 Funded Revenue Limit (Line 1, Column C Minus Line 4, Column C)			$5,154.53
6.	Dollar Change (Line 3, Column C Minus Line 5, Column C)			$56.49
7.	Percent Change (Line 6, Column C Divided by Line 5, Column C)			1.11%
8.	Restoration of 2011-12 Trigger Cuts (Line 1, Column C)			$5,209.71
9.	2012-13 Funding Compared to 2011-12 with Restorations (Line 3, Column C, Minus Line 8, Column C)			$1.31
10.	2012-13 "Trigger" Reduction if voters fail to approve the Governor's tax initiative ($441 per ADA)			$441.00
11.	Estimated 2012-13 Base Revenue Limit with "Trigger" Reductions (Line 3, Column C, Minus Line 10, Column C)			$4,770.03

***0.80246 = 1 - .19754 (deficit factor) - Does not include one-time .85% reduction to the base revenue limit as a result of SB 81.**
****0.77728 = 1 - .22272 (deficit factor)**

4. State categorical program funding is expected to receive a 0.0 percent COLA for Tier I – III programs.
   4.1 The District will utilize the flexibility of the Tier III programs afforded through SBX3 4. The District will also utilize the flexibility afforded to the Class Size Reduction program, and the revenue is projected at $6.9 million.

5. State Special Education funding is expected to receive 0.0 percent COLA.

6. Lottery unrestricted revenue will be calculated at $118.00 per unit of annual attendance. Unrestricted revenue is projected to be approximately $6.2 million.

7. Lottery restricted revenue for instructional materials will be calculated at $23.75 per unit of annual attendance. Restricted revenue is projected to be approximately $1.27 million.

8. Redevelopment Agencies (RDAs) are one of the areas within the Governor's January Budget Proposal where significant modifications to future funding streams have been proposed for 2012-2013. The District currently has negotiated agreements with the RDAs in Mission Viejo and San Juan Capistrano, which are projected to be unchanged by the budget proposal. The following amounts are projected to be received from the RDAs during 2012-2013.

Mission Viejo RDA	$1.63 million
San Juan Capistrano RDA	$1.53 million

EXPENDITURE ASSUMPTIONS

9. Salaries – per negotiated agreements.

   9.1 Vacancies created due to retirements or those employees indicating the intent not to return will be budgeted as follows:

Certificated:	Column C, Step 11
Classified:	Step 3, Range per Classification
Administrative:	Step 3, Range per Classification

   9.2 2012-2013 salary agreements have been reached with all represented groups.

10. Actual costs for special education are dependent on the type of services the District is required to provide to each individual student. For the purposes of budgeting expenditures, the District is projecting increases of between two and five percent in the costs of non-salary expenditures for operating the program during 2012-2013.

11. Implementation of supplementary retirement plan for certificated non-management employees retiring on June 30, 2012. The plan allows the District to generate a savings and achieve the staffing reductions needed in 2012-2013. The cost of the plan is $2.4 million per year for five years.

12. For categorically funded programs, the positions allocated will reflect the funding available.

13. Benefits

   13.1 The District will utilize the following employer rates for statutory benefits for the 2012-2013 budget year, based upon currently available information from various State agencies.

STRS	8.250 %
PERS	11.417 %
PERS Reduction	1.603%

OASDI	6.200 %
Medicare	1.450 %
Workers Comp	2.000 %
Unemployment	1.100 %

13.2 The District will utilize the following rates to contribute towards the Other Post-Employment Benefits (OPEBs). The District is utilizing the pay-as-you-go method of contributing towards its OPEB liability.

OPEB – Active	0.45 %
OPEB – All	0.27%

13.3 The Public Employees Retirement System (PERS) revenue limit reduction transfer is estimated at $740,000, which matches the amount to be budgeted as income.

14. Health and welfare insurance costs for the District for the 2012-2013 fiscal year are not budgeted to increase, due to the negotiated benefit caps.

14.1 Health and welfare expenditures for 2012-2013 are projected to be approximately $40.2 million.

15. Liability insurance premiums for the 2012-2013 fiscal year will be budgeted to increase by 3 percent.

15.1 Property and Liability insurance costs for 2012-2013 are projected to be approximately $1.7 million.

16. Utilities are expected to increase by 2 percent over the 2011-2012 year based upon California CPI as forecasted for 2012-2013.

17. Transfers and Capital Outlay

17.1 The District will not contribute to the Deferred Maintenance Fund during the 2012-2013 fiscal year.

17.2 A total of $810,000 will be allocated for capital outlay as follows:

$200,000 for E-Rate technology infrastructure match
$250,000 for general technology infrastructure replacement
$193,000 for Storage Area Network and Microsoft Exchange Server upgrade
$50,000 for furniture replacement
$50,000 for vehicle replacement
$67,000 for transportation fueling management system upgrade

17.3 The District will transfer a total of approximately $2.8 million from the following funds to the General Fund to help offset revenue limit reductions.

Fund 40 (Special Reserve):	$ 650,000	"C" Building Rent
Fund 11 (Adult Education):	$ 900,000	
Fund 14 (Deferred Maintenance):	$1,200,000	

18. Indirect / Direct Costs

18.1 Inter-program direct and indirect costs will be calculated at the maximum allowable rate per program. The estimated rate, based upon 2010-2011 unaudited actuals, is 4.31 percent for 2012-2013.

18.2 The Cafeteria Fund will be charged a 4.31 percent indirect cost for the 2012-2013 fiscal year. Ed. Code §38101(c) and 52616.4(a)(3) specify that the indirect cost charge for Cafeteria Funds is the lesser of the approved school district rate, or the statewide average rate. In addition to indirect charges, the District charges applicable direct costs including telephone, electricity, natural gas, waste disposal, and laundry services.

18.3 The Child Development Fund will be charged based on direct staff time used to support the childcare program, utility costs, rent, insurance, and maintenance and warehouse services.

19. Debt Service and Major Lease Payments

19.1 The District is projected to incur approximately $1.5 million in debt service payments from the General Fund in 2012-2013. The amount consists primarily of lease payments obligations.

20. At a minimum, the Reserve for "Economic Uncertainty" will be maintained at the 2 percent mandated level.

21. New textbooks, consumables, and the costs of rebinding will be budgeted at $1.3 million, and will be funded from the following:

21.1 Restricted Lottery Funding

21.2 Instructional Materials Funding Realignment Program (IMFRP)

22. Summer School, which includes credit recovery and legally mandated activities, during 2013, is currently budgeted at $50,000.

23. Election costs are projected to be at $194,000.

ADDITIONAL ASSUMPTIONS

24. Interest earnings on funds in custody will be budgeted at .44 percent.

25. Charter Schools

    25.1 The District currently has executed contracts with five charter school groups. The charter schools receive a combination of property tax revenue and State aid, including a categorical block grant. The District provides general financial review for the charters and their respective budgets.

    25.2 The District receives fees from the charter school groups for administrative oversight, which are projected to be approximately $115,000.

    25.3 The Charter Schools' ADA in 2010-2011 was 1,673, and in 2011-2012 it was 2,673.

SADDLEBACK COLLEGE PILOT PROGRAM
Memorandum of Understanding

Saddleback College and the Capistrano Unified School District (CUSD) have developed this joint Memorandum of Understanding (MOU) to provide guidelines to implement a comprehensive program to enhance student preparedness and success at Saddleback College. The MOU supports Saddleback College's "Top 10 Projects" articulated in the *Annual State of the College* report, as well as the following pillars in the CUSD strategic plan:

- Pillar 1: Community Relations
  Strategy 1.1: Strengthen collaborative community partnership
- Pillar 3: Academic Achievement and Enrichment
  Strategy 3.4: Increase opportunities for and participation in coursework aligned to career pathways
  Strategy 3.5: Increase student engagement and connectedness within schools

In addition to developing student outreach programs regarding the college application process, financial aid, and introductions to the career and technical education, honors, and transfer programs at Saddleback College, the collaborative plan between Saddleback College and CUSD will include the offering of Saddleback College courses at CUSD high schools during hours that are generally considered the "traditional school day," 8:00 a.m. – 3:00 p.m. This plan will allow students the opportunity to take college classes while eliminating some of the impediments that often restrict students, including transportation and access.

The following items are agreed to:

1. CUSD will not reduce staffing ratios for schools as a result of any Saddleback College courses which are taught on CUSD campuses.
2. Students will voluntarily enroll in the Saddleback College courses.
3. Saddleback College courses will be considered stand-alone courses and not part of the CUSD curriculum offerings. Credits will transfer to student transcripts and count as elective credits to meet CUSD graduation requirements.
4. CUSD Board Policy 6146.1 regarding graduation and transfer of grades and credit remains in effect.
5. Saddleback College will set and administer any fees for tuition, books, and supplies for the Saddleback College courses.
6. CUSD will not charge facility usage fees to Saddleback College for courses offered to CUSD students under this MOU.
7. Saddleback College faculty will be under the direction of the College and all faculty costs will be the responsibility of Saddleback College.

8. This MOU remains in effect for a minimum or one year and will extend beyond one year until the governing board of either party makes a formal written request to withdraw or change the terms of the MOU.

_____

Joseph M. Farley, Ed. D.
Superintendent
Capistrano Unified School District

Date: _____

_____

Gary Pritchard, Ph. D.
President, Board of Trustees
Capistrano Unified School District

Date: _____

_____

Tod A. Burnett, Ed. D.
President, Saddleback College

Date:_____

AGENDA/MEETING MATERIALS

Construction of Agenda

The Superintendent, as secretary of the Board of Trustees, shall be responsible to prepare the agenda for all meetings of the Board.

All agendas shall include the meeting time and place and a description of each business item to be transacted or discussed. All agendas shall be posted as required by law. (Government Code 54954.2)

(cf. 9320 - Meetings)

When constructing the agenda, the Superintendent will decide whether a request is within the subject matter jurisdiction of the Board and whether the agenda item is appropriate for discussion in open or closed session.

Any member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request must be in writing and submitted to the Superintendent with supporting documents and information, if any. The Superintendent shall place the matter on a future regular Board meeting agenda within 45 days of receipt of the request, taking into account orderly conduct of the District's business.

There is no requirement in state law that the Board take action on, or even deliberate about such an item. It must, however, be placed on the agenda and persons requesting to address the Board to a published agenda item will do so in accordance with the provisions set forth in Board Policy 9323, **Meeting Conduct**.

Board members may place any item on the agenda no later than 10 days before the scheduled meeting date. Board members may request that a topic be placed on the agenda which has been recently considered and acted upon by the Board, providing there is new and relevant information on the topic, but only for the purpose of Board members deciding whether or not to reconsider the topic. If the Board decides to reconsider the agenda topic, it shall do so at a future regular Board meeting.

Procedurally, a Board member intending to place an item on a future agenda will announce such an intention during the "Board Communications" portion of the Board meeting. Any Board member may request that staff time be committed to conducting research and/or providing appropriate background material to the Board related to the subject to be considered. A majority vote of the Board will direct that staff provide such background information. Any Board member may also request that the Board seek the Superintendent's recommendation regarding this item. A majority vote of the board will provide direction to the Superintendent as to whether a recommendation will be forthcoming.

AGENDA/MEETING MATERIALS (continued)

In accordance with the provisions of Board Policy 9323, Meeting Conduct, the Board shall also give members of the public the opportunity to testify at regular meetings on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. An agenda item for such input shall be included on the agenda of regular Board meetings, but not on the agenda of special meetings or special emergency meeting Board agendas. The Board shall not take action on such matters at the meeting where the testimony is given. (Government Code 54954.3)

(cf. 9323 - Meeting Conduct)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

Addenda

An addenda to the agenda may be prepared to include any items requiring immediate action by the Board which were not available or were inadvertently omitted for inclusion on the original agenda. Items for the addenda may be submitted to the secretary by any member of the Board or staff members through Monday noon prior to the regular Board meeting on Tuesday.

(cf. 1120 - Governing Board Meetings)
(cf. 1312 - 1312.5 - Complaints Concerning Schools)
(cf. 3320 - Claims and Actions Against the District)
(cf. 5144.1 - Suspension/Expulsion)
(cf. 9323.1 - Order of Business)
(cf. 9323.2 - Actions by the Board)

Board Member Preparation

A copy of the agenda shall be forwarded to each Board member at least 72 hours before each regular meeting and special conference session meeting date, together with the Superintendent or designee's report, minutes to be approved, copies of communications, reports from committees, staff, citizens and others, and other available documents pertinent to the meeting. The Superintendent is responsible for the distribution of Board packets (which include the official agenda and all supporting information) on the Friday preceding the Tuesday Board meeting.

When special meetings are called, the secretary shall make every effort to get the agenda and support materials to Board members at least 24 hours prior to the meeting.

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to obtain specific information on agenda items.

AGENDA/MEETING MATERIALS (continued)

Anonymous Letters

It shall be the policy of the Board not to introduce anonymous letters in the agendas for Board meetings.

Legal Reference:

EDUCATION CODE
35144 Special meetings
35145 Public meetings
35145.5 Right of public to place matters on agenda
GOVERNMENT CODE
54954.2 Agenda posting requirements; board actions
54954.3 Agenda item allowing public input
54956.5 Emergency meetings
54957.5 Public records

Bylaw
adopted: February 27, 1995
revised: February 12, 1998
revised: March 8, 1999
revised: August 13, 2001
revised: February 9, 2010

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Proposed School Calendars
Agenda Item 14A

Assistant Superintendent Julie Hatchel presented the proposed school calendars for 2012-2013 and 2013-2014 prepared by the Calendar Committee consisting of representatives from all employee groups and Trustees Addonizio and Hatton. Mrs. Hatchel stated CUEA has notified the District of its concerns regarding the timing of the fall parent/teacher conferences backing up to the Winter Break and would like the Board to consider changing those dates. Trustees are being asked to adopt or revise the 2012-2013 and 2013-2014 proposed school calendars.

The following speaker addressed the Board:

- *Vicki Soderberg asked Trustees not to adopt the calendars due to elementary teacher concerns regarding parent/teacher conferences scheduled in December rather than November as neither parents nor teachers want to wait that late in the year to meet.*

Following discussion, it was moved by Trustee Palazzo, seconded by Trustee Bryson, to approve the proposed 2012-2013 and 2013-2014 school calendars.

Trustee Alpay proposed a substitute motion. It was moved by Trustee Alpay, seconded by Trustee Pritchard, to send the calendars back to the Calendar Committee for consideration of only the issue of elementary school parent conferences.

At 10:15 p.m. the Board recessed to allow staff time to review Roberts Rules of Order regarding a substitute motion. The Board reconvened at 10:23 p.m. President Pritchard read the definition and a roll call vote was taken on Trustee Alpay's substitute motion.

Trustee Alpay's motion failed by a 3-4 vote to send the calendars back to the Calendar Committee for consideration of only the issue of elementary school parent conferences.

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

Trustees voted on Trustee Palazzo's original motion which carried by a 5-2 vote to approve the proposed 2012-2013 and 2013-2014 school calendars.

AYES:	Trustees Addonizio, Brick, Bryson, Hatton, and Palazzo
NOES:	Trustees Alpay and Pritchard

Board Policy Revisions
Agenda Item 16

Assistant Superintendent Julie Hatchel stated staff made the recommended changes requested by Trustees at the last Board meeting and is bringing this item forward for a second reading and approval.

Trustee Bryson stated she still has issues with the word "manner" because it is not a direct act. The policy needs to be based on actual acts/actions. Trustee Addonizio concurred in striking the word "manner" as well. Trustee Alpay asked staff to correct section/subsection titles throughout the policy. Trustee Alpay added, on page 257, under Delegation of Responsibility, staff needs to make it more explicit and suggested the following language: nothing in this Board policy should be construed in a manner that constitutes infringement of a student's rights to engage in legally protected speech or conduct.

It was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to continue the item for a third reading.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 27, 2012

2012-2015 MASTER TECHNOLOGY PLAN

BACKGROUND INFORMATION

The California Department of Education (CDE) requires every school district seeking educational technology and E-rate funding to have an updated technology plan containing specific requirements defined by the CDE. The current five-year plan will expire on July 1, 2012. A three-year technology plan is required before an E-rate applicant may start to receive discounted services. With recent changes in law, E-rate compliancy, and the advancements in technology, it is necessary to bring forward an updated formal plan. A draft of the CDE-approved three-year Master Technology Plan can be found online at:
http://tis-capousd-ca.schoolloop.com/cms/page_view?d=x&piid=&vpid=1235193028623

CURRENT CONSIDERATIONS

The primary purpose of a technology plan, in addition to meeting state and federal regulations to qualify for funding, is to provide direction for the use of technology within the curriculum to enhance and improve teaching and learning. The plan must meet state and federal criteria while aligning to District curricular and institutional goals. The plan must adequately address 30 criteria areas. These areas include but are not limited to:

- A statement of curricular goals, objectives, and action steps with strategies for using telecommunications and information technology to improve education.
- A professional development strategy to ensure staff understands how to use these new technologies to improve education.
- An assessment of the telecommunication services, infrastructure, hardware, software, and other services that will be needed to improve education.
- A budget to support the non-discounted elements of the plan: the hardware, software, professional development, and other services that will be needed to implement the strategy.
- An evaluation process that enables the District to monitor progress toward the specified goals and make mid-course corrections in response to new developments and opportunities as they arise.

A committee of more than 30 stakeholders comprised of teachers, administrators, parents, and community members participated in a series of meetings over the course of the last year to support the development of the updated plan. With guidance from the Orange County Department of Education, the plan was approved by the state and is now ready to be reviewed by the Board of Trustees.

FINANCIAL IMPLICATIONS

Approval of the Master Technology Plan will have no required financial impact on the expenditures of District funds; however a budget is a required component of the plan. The District is not mandated, nor will be mandated, to allocate funding with the approval of the plan.

STAFF RECOMMENDATION

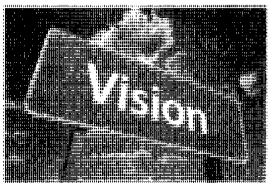
It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services, to present this item.

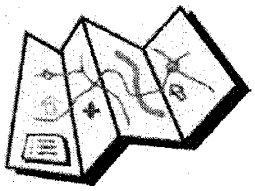
Following discussion, it is recommended the Board of Trustees approve the updated 2012-2015 Master Technology Plan to support District compliancy with state law and federal E-rate regulations to receive discounted services and potentially qualify for future funding.

CUSD
MASTER TECHNOLOGY PLAN

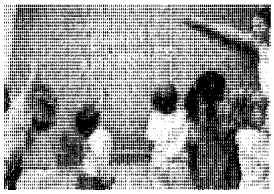
2012-2013

PURPOSE

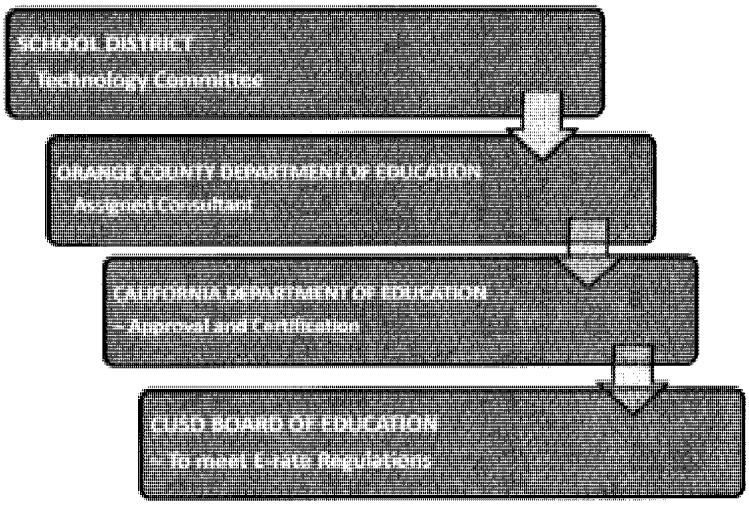




USAC
Universal Service Administrative Company
Schools and Libraries
E-Rate Funding Program



PROCESS



Technology Committee

District Administration

- Marcus Walton, Chief Communications Officer
- Dr. Julie Hatchel, Assistant Superintendent of Education
- Deni Christensen, Executive Director, Secondary Schools
- Pam Watkins, Executive Director, Elementary Schools
- Michelle Benham, Executive Director, Assessment & Evaluation
- Stacy Yogi, Executive Director, State & Federal Programs
- Dr. Susan Holliday, Executive Director, Technology
- Kim Bailey, Director, Instructional Support & Staff Development
- Debbi Keeler, Director, Early Childhood Programs
- Dr. Amy Bryant, Director, Curriculum & Instructional Support
- Mike Beekman, Director, Safety & Student Services
- Kathy Bari, Director, Educational Technology
- Gabe Salinas, Director, Technical Services
- Roz Bellante, Director, Secondary Special Education
- Sharla Pitzen, Director, Pre-K & Elementary Special Education

Parents & Community Members

- Stephanie Ramsey, Parent & Microsoft Store Community Development Specialist
- Marilyn Amato, CUSD PTA President & Parent
- Michelle Paterson, PTA member & Parent

Site Administration

- Dr. Rob Nye, Principal, California Preparatory Academy
- Dr. Jason Allemann, Principal, Dana Hills High School
- Tim Brooks, Principal, Arroyo Vista K-8
- Joe McGann, Principal, Chaparral Elementary
- Shelly Kurtz, Principal, Bathgate Elementary
- Peggy Baerst, Principal, Kinoshita Elementary
- Meg Ervais, Principal, CHOOSE
- Todd Amon, Assistant Principal, Capistrano Valley High School
- Maggie Burdette, Assistant Principal, Las Flores Middle School
- Brad Baker, Assistant Principal, Marco Forester Middle School

Teachers

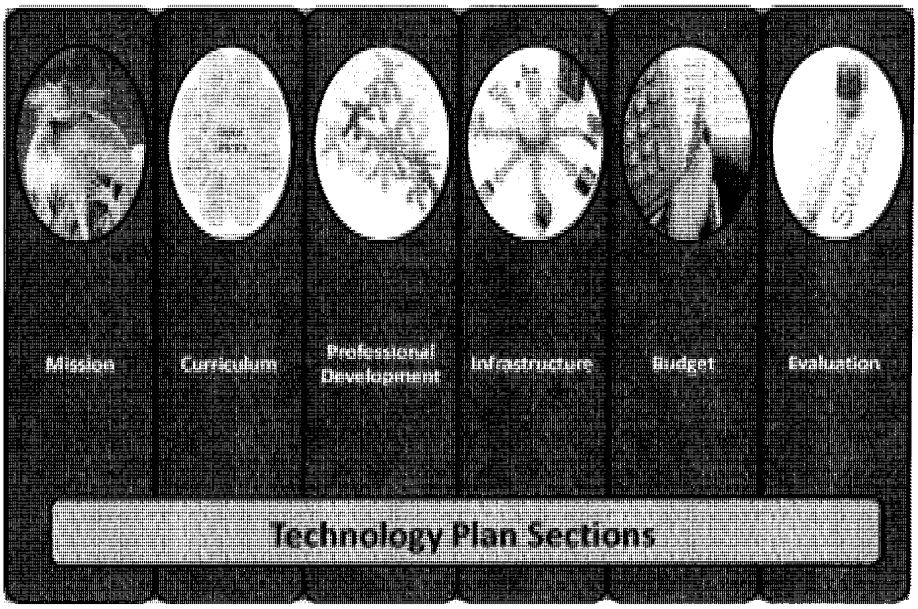
- Frances Mackay, Teacher on Special Assignment, English Language Development
- Robin Palmer, Teacher on Special Assignment, Educational Technology
- Jody Guarino, Teacher on Special Assignment, STEM
- David Chamberlain, Teacher on Special Assignment, Mathematics

Other Contributors

- Dr. Judy Lieb, Orange County Department of Education
- Ranjit Mayadas, Orange County Department of Education

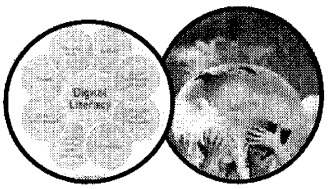
Key Elements

1. Mission
2. Needs Assessment
3. Goals/Objectives/Action Steps
4. Monitoring and Evaluation



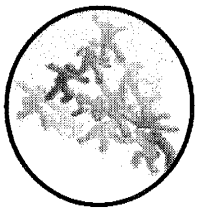
Curriculum

- Maximize the use of technology to:
  - Prepare for CCSS
  - Enhance Professional Learning Communities
  - Offer Alternative Pathways and Blended Learning
  - Teach Cyber Citizenship and Information Literacy
  - Offer Equal Access
  - Improve Home: School Communication



Professional Development

- Support Site Technology Coordinators (STC)
- Professional Development Academy and Customized Training Sessions
- OCDE Opportunities
- Deliver Online and Video-based training



Infrastructure

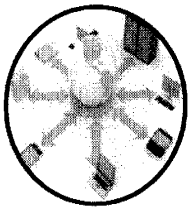
Currently

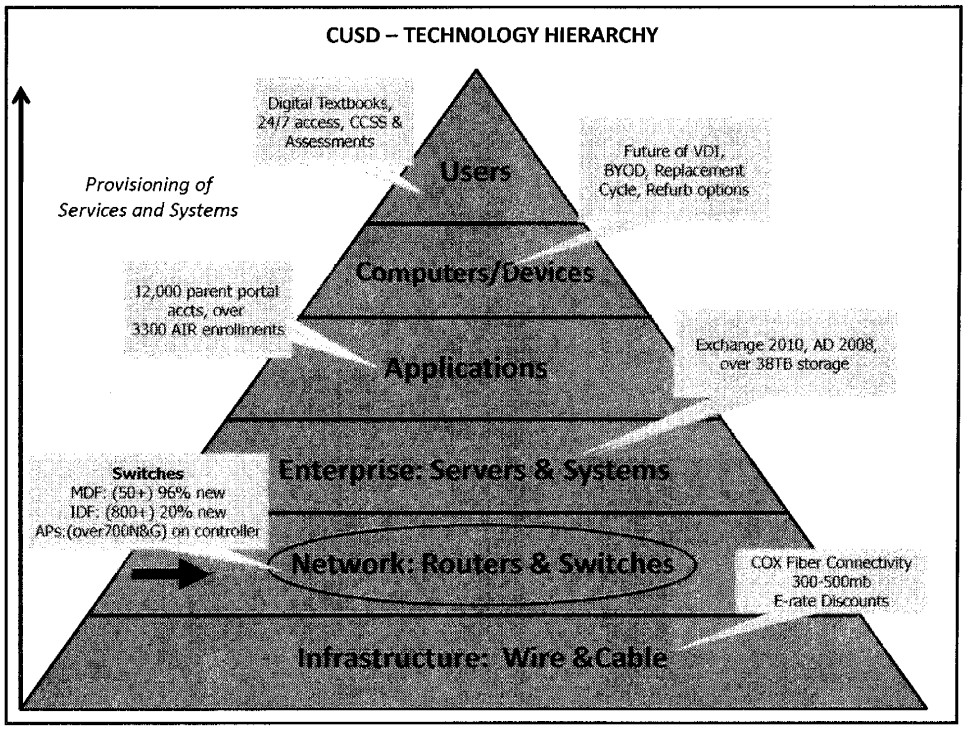
- 14,000 devices
- 4 *Learning with Laptops* schools (BYOD)
- Ratio of 900:1 (computer to technician)
- Installed 2,700 devices since Sept. 2011

In Process

- Collecting data for Technology

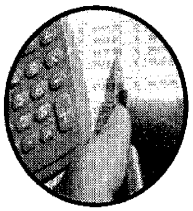
Readiness Tool in preparation for SBAC





Budget

- Estimates on computer replacement plan and essential hardware (i.e. virtualization)
- Electronic learning programs
- Estimates on E-rate for
  - Telecommunications (VoIP upgrades)
  - Networking (wireless upgrades)
- Technical Support



District Level	School Site Level
• K-12 Ed Tech Vouchers • CTAP Vouchers (For professional development) • E-Rate Discounts and Rebates • CTF Discounts (California Teleconnect Fund) • District General Fund • Title I Funding • Title II Part D (EETT Formula in its final year of availability) • SBLG Fund	• CTAP Region 9 Educational Technology Grants (Classroom grants) • Orange County CUE Classroom Technology Grants (Classroom grants) • PTA and Foundation Contributions and Grants • Local fund-raising efforts • Donations (from local businesses)

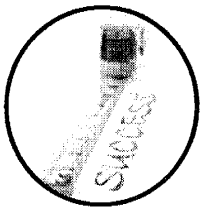
Savings Sources

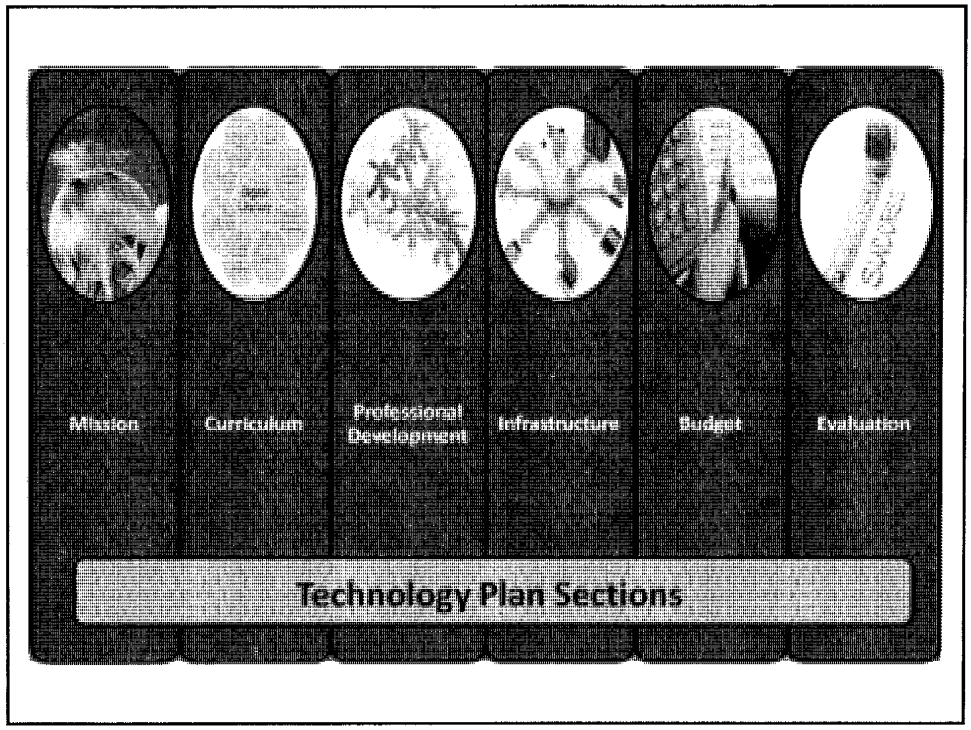
- Contracts: California Multiple Award Schedules (CMAS) and Western States Contracting Alliance (WSCA)
- Corporate Partnerships
- CTAP Consortium Purchasing
- Educational Discounts and Bids/RFPs
- Microsoft Select License / Campus Agreement
- Orange County Department of Education

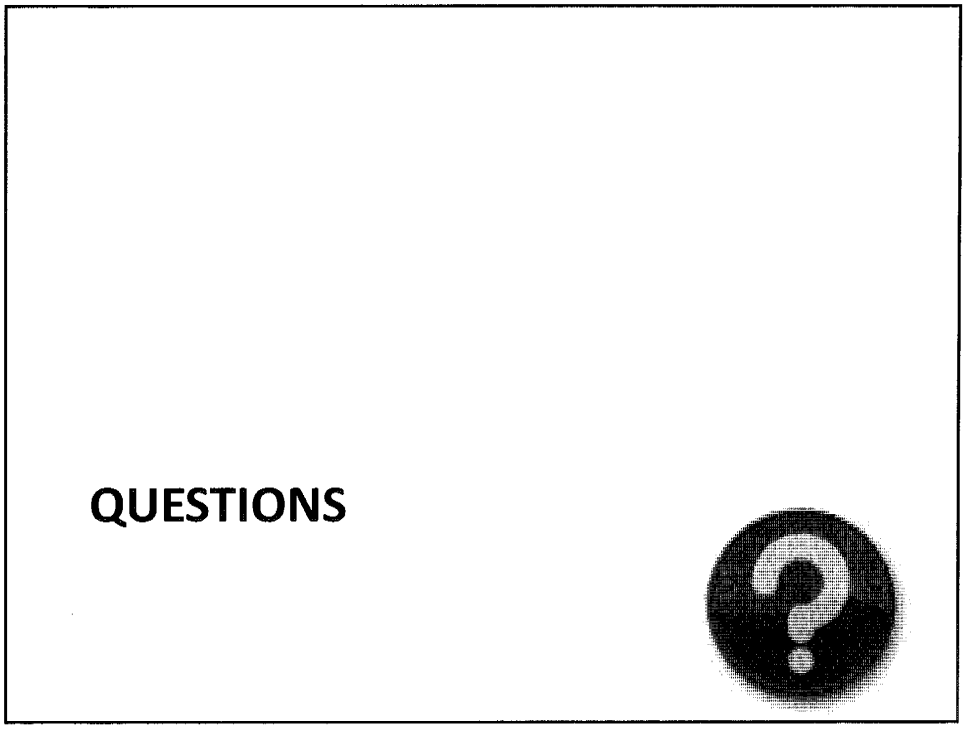
Evaluation

Technology Committee

- Semi-annual meetings
- Monitoring strategies




Mission
Curriculum
Professional Development
Infrastructure
Budget
Evaluation
Technology Plan Sections


QUESTIONS

CAPISTRANO UNIFIED SCHOOL DISTRICT

Resolution Number 1112-53

FINAL RESOLUTION REGARDING REDUCTION OR ELIMINATION OF CERTAIN CERTIFICATED SERVICES

(Education Code §44949 and 44955)

RESOLVED, by the Board of Trustees of the Capistrano Unified School District that:

WHEREAS, on February 29, 2012, this Board adopted Resolution Number 1112-35 reducing or discontinuing particular kinds of services; and

WHEREAS, on or before March 15, 2012, pursuant to the direction of this Board, the Superintendent and/or his designated representative(s) served notice to certain permanent certificated employees, that it has been recommended that each of their services will not be required for the 2012-2013 school year, pursuant to Education Code §44949 and 44955; and

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

WHEREAS, the Board employs temporary certificated employees pursuant to §44909 and 44920 of the Education Code; and

WHEREAS, §44954 of the Education Code permits the Board to release temporary certificated employees from employment, with limited restrictions; and

WHEREAS, notwithstanding the provisions of §44954 which allows for the release, without a hearing, of temporary certificated employees, the Board directed Administration to initiate the procedure defined in Education Code §44949 and 44955 for the dismissal of certificated employees related to the reduction or elimination of particular kinds of services; and

WHEREAS, although temporary certificated employees are not generally entitled to the due process rights contained in §44949 and 44955, because of uncertainty in the law, this Board directed Administration to notify all temporary certificated employees that if they claimed (1) they could not be released pursuant to §44954, and (2) they were entitled to a hearing pursuant to §44949 and 44955, they could request a hearing on the merits; and

WHEREAS, said notices to temporary certificated employees stated that, in the event they claimed they were, in fact, probationary or permanent certificated employees of the District, or otherwise believed they were entitled to participate in the certificated layoff hearing process, said notices should also serve as notices that it has been recommended that each of their services as probationary or permanent certificated employees will not be required for the 2012-2013 school year, pursuant to Education Code §44949 and 44955; and

WHEREAS, on or before March 15, 2012, pursuant to the direction of this Board, the Superintendent and/or his designated representative(s) served notice to all temporary certificated

employees, that it has been recommended that each of their services will not be required for the 2012-2013 school year, pursuant to Education Code §44954, 44949, and 44955; and

WHEREAS, certain temporary, categorical, and permanent employees requested a hearing and thereafter became referred to as "Respondents"; and

WHEREAS, certain temporary, categorical, and permanent certificated employees did not request a hearing and thereby waived their rights under the Education Code for a proposed determination of whether they were properly classified as temporary, categorical, probationary, or permanent certificated employees, whether their seniority dates and other pertinent information were accurate, and ultimately whether they should be laid off from employment with the District; and

WHEREAS, by separate resolution, the Board of Trustees notified those employees who did not request a hearing that their services would not be required for the 2012-2013 school year; and

WHEREAS, the Superintendent, or his designee(s) in their official capacity, filed an Accusation against Respondents, and served Respondents with copies thereof; and

WHEREAS, included with the Accusation were related materials including a Notice of Accusation which explained certain rights to Respondents, a form "notice of defense" which if returned to the District constituted a demand for a hearing, a "notice of hearing" that informed Respondents of the date and time of the hearing before an administrative law judge, and various Education and Government Code sections; and

WHEREAS, based on continuances granted by an administrative law judge assigned by the California Office of Administrative Hearings, the statutory deadlines identified in Education Code §44949, subdivision (e) were extended by a number of days corresponding to the length of the continuances, of which all Respondents were appropriately noticed; and

WHEREAS, based on the demand for hearing by certain certificated employees, a full quasi-judicial hearing took place on June 6, 2012, to consider whether Respondent temporary, categorical, and permanent certificated employees should be laid off; and

WHEREAS, the proposed decision of the administrative law judge assigned by the California Office of Administrative Hearings was received by the District on June 21, 2012, which is within the statutory timelines as imposed by §44949 and extended by the length of any continuances; and

WHEREAS, this Board must take final action regarding whether to lay off or release certain certificated employees; and

WHEREAS, as part of this consideration, the Board has reviewed and analyzed the proposed decision of the administrative law judge and the evidence submitted during the administrative hearing; and

WHEREAS, pursuant to Education Code §44949(c)(3), "the governing board shall make the final determination as to the sufficiency of the cause and disposition," and "[n]one of the findings, recommendations, or determinations contained in the proposed decision prepared by the administrative law judge shall be binding on the governing board"; and

WHEREAS, the Superintendent has recommended, and this Board agrees, that certain temporary, categorical, probationary, and permanent certificated employees be issued final notices of layoff or release that indicate their services will not be necessary following the 2011-2012 school year; and

WHEREAS, the particular kinds of services to be discontinued and reduced as referenced in Board Resolution Number 1112-35 are determined to be particular kinds of services within the meaning of Education Code §44955; and

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

WHEREAS, except as permitted by law and as defined in this Resolution, the services of no probationary or permanent employee are being terminated, in whole or in part, while any permanent, probationary, or any other employee with less seniority is being retained to render a service the more senior employee is certificated and competent to render, within the meaning of Education Code §44955(b); and

WHEREAS, except as permitted by law, the individuals whose employment is being terminated, in whole or in part, are not certificated and competent (within the meaning of Education Code §44955) to render the service being performed by any employee with less seniority who is being retained; and

WHEREAS, sufficient cause exists for the termination of certificated positions, and pursuant to and within the meaning of Education Code §44949, said cause relates to the welfare of the schools and the pupils thereof.

NOW, THEREFORE, BE IT RESOLVED that the above recitals are true and correct; and

1. *BE IT FURTHER RESOLVED* that the proposed decision of the administrative law judge is attached as **Attachment A** and incorporated into this Resolution as though fully set forth herein; and

2. *BE IT FURTHER RESOLVED* that unless inconsistent with a provision of this Resolution, the introductory paragraphs and Factual Findings 1 through 16 contained in the administrative law judge's proposed decision, including subparts, are adopted as the introductory paragraphs and Factual Findings of this Board with the following exceptions:

2A. To add to the introductory remarks a paragraph stating "The parties stipulated that certificated employee Ambreen Chak was a Respondent in the current action."

2B. Factual Finding 11 is modified to change from 188 to 189 the number of certificated employees in the "third category" who are temporary certificated employees who have not provided probationary or permanent services to the District in the past.

2C. Factual Finding 12 is modified to change the word "finds" to "funds" in the phrase "the funds expired at the end of the school year."

2D. Factual Finding 12 is further modified to amend the last sentence as follows: "Decisions as to how the funds were to be expended were made, in part, through collaboration with and voting by the school site council at each school site."

2E. Factual Finding 13(b) is modified to read, in its entirety: "Federal Education Jobs Funding (Resource Code 3205). This categorical grant from the Federal government provided one-time funding that could be used only to support creation or maintenance of jobs. The grant required all funds to be expended by September 30, 2012. The unrebutted testimony by Assistant Superintendent Brentlinger was that the District's Federal Jobs funding would be expended by the end of the 2011-2012 school year, and that there would be no additional funds from this source in the future. Accordingly, these funds expired at the end of the school year. (Testimony of Brentlinger, transcript page 67, lines 2 through 13.)"

2F. Factual Finding 13(*l*) is modified to add a last sentence that states: "These funds expired at the end of the school year."

3. *BE IT FURTHER RESOLVED* that unless inconsistent with a provision of this Resolution, each of the Legal Conclusions 1 through 7 contained in the administrative law judge's proposed decision is adopted as the Legal Conclusions of this Board with the following exceptions:

3A. Legal Conclusion 4 is deleted in its entirety.

3B. The following is added as Legal Conclusion 4:

4. Many of the respondents hired under temporary contracts signed contracts that indicated they were hired as temporary teachers in accordance with Education Code §44909. Section 44909 contains two requirements for employment: (1) "The governing board of any school district may employ persons possessing an appropriate credential as certificated employees in programs and projects to perform services conducted under contract with public or private agencies, or categorically funded projects . . . ."; and (2) the terms and conditions of employment "shall be mutually agreed upon by the employee and the governing board and such agreement shall be reduced to writing."

The evidence established the District employed these Respondents in qualifying categorically funded positions, and Respondents signed written contracts for employment prior to their first day of paid service in the position that defined the terms and conditions of employment mutually agreed to by the parties.

In releasing employees serving under §44909, the duration of the program or funding may affect the level of due process to which employees are entitled. If the funds are expiring, no process is required. If the funds have not expired, then the employee is entitled to the procedural requirements applicable to probationary or permanent employees. These requirements include preliminary notice, the opportunity to attend the

hearing, receive a written proposed decision, and final notice by the employing district that their services will not be necessary for the ensuing school year.

Because employees under §44909 are not probationary or permanent, they do not have seniority dates and are not entitled to displace probationary or permanent employees.

On March 1, 2012, the Third District Court of Appeal issued an opinion in *Stockton Teachers Association v. Stockton Unified School District* (2012) 204 Cal.App.4th 446, which enumerated requirements for release of categorical employees that are not included in the Education Code. Under *Stockton*, when a district desires to release a categorically funded employee, in addition to the two requirements identified in §44909, it must also do the following: (1) identify the particular contract or project for which services were performed; (2) show the particular contract or project expired; and (3) show the employee was hired for the term of the contract or project. According to the *Stockton* court, if at the time of release the district does not make these additional showings, then the affected employees are retroactively converted from a lawfully classified temporary employee under §44909 into a probationary employee. The *Stockton* court cited no authority for its introduction of the three additional requirements cited above, or for its conclusion that a lawfully classified temporary employee could be retroactively converted to probationary status by fiat of the district's attempt to release him or her.

In contrast, established case law, including that from the neighboring Fourth District Court of Appeal, has long held that employment under §44909 is not probationary in a nature. In *Haase v. San Diego Community College District* (1980) 113 Cal.App.3d 913, the court held that to interpret §44909 as affording probationary status to employees would make the language of the statute "superfluous" and would be at odds with the Legislative intent of preventing employees from attaining probationary status merely because they taught in a categorically funded program.

The Board agrees with the rationale and holding in *Haase*. Section 44909 specifically states that such service is not credited toward the attainment of permanent status unless the employee works 75 percent of the number of school days in the school year <u>and</u> is "subsequently assigned" as a probationary employee.

Regardless, in this case, the evidence established the following:

A. All categorical funds used to justify certain Respondents' classification as temporary under §44909 were expended and therefore expired at the end of the 2011-2012 school year. (Factual Findings 13.a. through 13.d.)

B. No categorical funds used to justify certain Respondents' classification as temporary under §44909 had a duration beyond the 2011-2012 school year. (Factual Findings 13.a. through 13.d.)

Accordingly, each Respondent designated as temporary by the District under §44909 may be released at the end of the 2011-2012 school year without the procedural requirements applicable to probationary and permanent employees.

3C. Legal Conclusion 5, and the exhibits to the proposed decision referenced therein, are deleted in their entirety.

4. *BE IT FURTHER RESOLVED* that unless inconsistent with a provision of this Resolution, including the modifications to the Proposed Decision contained above in Paragraphs 2 and 3, the Order contained in the administrative law judge's proposed decision is adopted as the Order of this Board with the following exceptions:

4A. Order paragraph 1 is amended to read in its entirety: "The Accusation served on Respondent Jan Colt is dismissed."

4B. Exhibit "C" to the proposed decision, referenced in Order paragraph 2, is deleted in its entirety.

4C. Order paragraph 2 is amended to read in its entirety: "The Accusations against the Respondents listed in Exhibit 14 as receiving a final notice, other than Jan Colt and those designated as 'NONE - REASSIGN', are sustained. Each of these Respondents shall be served with notice that his or her services will not be required for the 2012-2013 school year."

5. *BE IT FURTHER RESOLVED* sufficient cause exists for the complete termination of the services of the employees listed in Exhibit 14 of the administrative record, which constitutes each employee's entire employment with this District unless specifically stated to the contrary, and in the order indicated; and

6. *BE IT FURTHER RESOLVED* that this Board hereby reaffirms that those employees identified by the District as temporary certificated employees in Exhibit 14 of the record, are released from employment pursuant to Education Code §44954, 44949, and 44955, and that nothing in this Resolution or prior Resolutions of the Board shall be interpreted or applied to grant any rights to such temporary certificated employees that are not required by law; and

7. *BE IT FURTHER RESOLVED* that the undisputed evidence establishes that the individuals listed as temporary certificated employees received notice, prior to their first day of paid service, of the temporary nature of their employment and the anticipated length of their service, pursuant to Education Code §44916; and

8. *BE IT FURTHER RESOLVED* that Education Code §44909 provides, "The governing board of any school district may employ persons possessing an appropriate credential as certificated employees in programs and projects to perform services conducted under contract with public or private agencies, or categorically funded projects which are not required by federal or state statutes"; and

9. *BE IT FURTHER RESOLVED* that the undisputed evidence establishes that this Board did, in fact, employ certain Respondents listed in Exhibit 14 of the record in association with categorical programs during the 2011-2012 school year, and

10. *BE IT FURTHER RESOLVED* that Education Code §44909 further provides, "The terms and conditions under which such persons are employed shall be mutually agreed upon by the employee and the governing board and such agreement shall be reduced to writing"; and

11. *BE IT FURTHER RESOLVED* that the undisputed evidence establishes the terms and conditions under which the individuals listed as temporary certificated employees in Exhibit 14 of the record were defined in a mutually agreed-upon contract between the employee and this Board; and

12. *BE IT FURTHER RESOLVED* that the undisputed evidence establishes the mutually agreed-upon contracts entered into by the employee and the Board designated the nature of the employment of the individuals listed as temporary certificated employees in Exhibit 14 of the record as "temporary"; and

13. *BE IT FURTHER RESOLVED* that service in a position authorized by §44909 may be considered "probationary" service only upon the occurrence of both of two conditions precedent: "(1) such person has served pursuant to this section for at least 75 percent of the number of days the regular schools of the district by which he is employed are maintained and (2) such person is subsequently employed as a probationary employee in a position requiring certification qualifications"; and

14. *BE IT FURTHER RESOLVED* that, at all other times prior to the occurrence of both of the two conditions precedent set forth in Paragraph 13, above, service pursuant to Section 44909 is not considered probationary; and

15. *BE IT FURTHER RESOLVED* that it was not established by the evidence, and the administrative law judge did not find, that any of the certificated employees identified as temporary in Exhibit 14 of the record have both (1) served at least 75 percent of the number of days the regular schools of the district by which he or she is employed are maintained and (2) been subsequently employed as a probationary employee in a position requiring certificated qualifications; and

16. *BE IT FURTHER RESOLVED* that as a result of failure to meet each of the conditions precedent set forth above, the employees classified as categorical temporary employees under §44909 are not probationary certificated employees; and

17. *BE IT FURTHER RESOLVED* that Education Code §44909 provides, "Such persons may be employed for periods which are less than a full school year and may be terminated at the expiration of the contract or specially funded project without regard to other requirements of this code respecting the termination of probationary or permanent employees other than §44918"; and

18. *BE IT FURTHER RESOLVED* that §44909 suggests that absent the assured expiration of the contract or specially funded project, individuals employed pursuant to §44909 may be terminated pursuant to the requirements of the Education Code respecting probationary and permanent employees; and

19. *BE IT FURTHER RESOLVED* that due to the expiration or uncertainty of the funding sources associated with the categorical programs in which the categorical temporary certificated employees listed in Exhibit 14 of the record are employed, or the desire of this Board

to control the allocation of specific categorical funds in a manner deemed most appropriate for the benefit and welfare of the District's students, it is necessary and appropriate to reduce or eliminate the programs listed in Attachment A to this Board's Resolution Number 1112-35; and

20. *BE IT FURTHER RESOLVED* that because of the uncertainty in the law associated with the release of employees serving in categorical programs pursuant to §44909, this Board's Resolution Number 1112-35 directed Administration to afford all rights to the District's temporary certificated employees to participate in the process under the Education Code typically reserved for the termination of probationary and permanent certificated employees, and that the undisputed evidence demonstrates that this District did, in fact, afford such rights to all temporary certificated employees serving in categorical programs; and

21. *BE IT FURTHER RESOLVED* that except as to Jan Colt and those employees noted as "NONE-REASSIGN," the employment of each of the certificated employees identified for layoff or release in Exhibit 14 of the record be and hereby is terminated effective upon the close of this school year; and

22. *BE IT FURTHER RESOLVED* that the Accusations against all other Respondents are dismissed and the Superintendent or his designee(s) are directed to convey to these Respondents that they are not subject to layoff or termination; and

23. *BE IT FURTHER RESOLVED* that the actions taken previously pursuant to Board Resolution Number 1112-35 are reaffirmed, that nothing in this current Resolution supersedes the actions taken in Resolution Number 1112-35, and that nothing within this Resolution grants probationary status, reemployment rights, or any rights not otherwise required by law to any of those employees identified for layoff or release; and

24. *BE IT FURTHER RESOLVED* that all previously identified temporary certificated employees released pursuant to this and prior Resolutions of this Board, even if not listed in Exhibit 14 of the record, shall not be afforded any status or rights not required by law; and

25. *BE IT FURTHER RESOLVED* that this decision is effective immediately without any period for reconsideration, and that the Superintendent or his designee(s) may take such actions as are necessary and appropriate to implement this Board's decision, including at least giving appropriate notice to those certificated employees listed in Exhibit 14 of the termination of their services because of discontinuances and reductions of particular kinds of services to take effect upon the close of this school year; and

26. *BE IT FURTHER RESOLVED* that the Superintendent or his designee(s) are hereby directed to take into account all positively assured attrition, that is, all deaths, resignations, and retirements, occurring following the Board's adoption of its initial determination to reduce certain certificated services and the date of this final resolution to reduce certain certificated services, and that the Superintendent or his designee(s) shall determine whether fewer final notices of layoff may be sent to affected permanent certificated employees as a result thereof; and

27. *BE IT FURTHER RESOLVED* that the Superintendent or his designee(s) are hereby directed to take into account all changed circumstances with respect to reinstatement of funds or programs occurring following the Board's adoption of its initial determination to reduce certain certificated services and the date of this final Resolution to reduce certain certificated services, and that the Superintendent or his designee(s) shall determine whether fewer final

notices of layoff may be sent to affected probationary and/or permanent certificated employees as a result thereof; and

28. *BE IT FURTHER RESOLVED* that reemployment rights be afforded in affordance with the Education Code to individuals with permanent status at the time of this current layoff, if and when reemployment is offered and to the extent any reemployment rights are applicable to any of the employees identified for layoff or release; and

29. *BE IT FURTHER RESOLVED* that the previously established reemployment rights of individuals laid off in previous school years who served as substitute, temporary or categorical employees during the current school year are hereby affirmed as established at the time of their layoff; and

30. *BE IT FURTHER RESOLVED* that nothing in this Resolution shall affect the guarantees of employment for the 2012-2013 school year previously dispatched to certain certificated employees.

31. *BE IT FURTHER RESOLVED* that even if it had been established that certain categorical and temporary employees had obtained probationary status, this Board finds that no less senior probationary or permanent employee has been retained to render a service those employees would have been competent and credentialed to teach. (Exhibits 12 and 24)

The foregoing Resolution was adopted by the Board of Trustees of the Capistrano Unified School District on the 27th day of June 2012, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN _____

I, Lynn Hatton, Clerk of the Board of Trustees of the Capistrano Unified School District, do certify that the foregoing Resolution was regularly introduced, passed and adopted by the Board of Trustees at its Regular Board Meeting held on June 27, 2012.

_____
Lynn Hatton
Clerk of the Board of Trustees

_____
Joseph M. Farley, Ed.D.
Superintendent

BEFORE THE
GOVERNING BOARD
CAPISTRANO UNIFIED SCHOOL DISTRICT
STATE OF CALIFORNIA

In the Matter of the Accusation Against: Certificated Employees By Capistrano Unified School District Respondents.	OAH No. 2012030021

PROPOSED DECISION

On June 6, 2012, in San Juan Capistrano, California, Alan S. Meth, Administrative Law Judge, Office of Administrative Hearings, State of California, heard this matter.

Anthony P. De Marco and Cathie L. Fields, Attorneys at Law, represented the Capistrano Unified School District.

Marianne Reinhold and Kent Morizawa, Attorneys at Law, represented the respondents set forth on Exhibit C attached hereto.

Respondents Chad Addison, Christyann Banuelos, Brittany Casey, Keith Herbold, Nicole Lamarre, Manoj Mahindrakar, Patrick O'Rourke, David Pino, and Staci Smith did not appear at the hearing although they were properly served with the Notice of Hearing. As to these respondents, the matter proceeded as a default pursuant to Government Code 11520.

At the hearing, the District withdrew the layoff notice and dismissed the accusation against Jan Colt.

Counsel for the parties were permitted to file closing briefs. On June 15, counsel for the District submitted a Closing Brief which was marked Exhibit 26, and counsel for respondents submitted a Closing Brief for Certain Respondents which was marked Exhibit D.

In its Closing Brief, the District requested that the accusations against respondents Shannon Beckley-Sybirski, Lynn Smith, Wendy Melfish, Roxanne Smathers, Craig Cunningham, and John Hallam be dismissed. The request is granted.

The matter was submitted on June 15, 2012.

FACTUAL FINDINGS

1. On March 19, 2012, Joseph M. Farley, Ed. D., Superintendent of the Capistrano Unified School District (hereafter, "the District"), made and filed the accusations against respondents in his official capacity.

2. Respondents are certificated employees of the District.

3. Before March 15, 2012, pursuant to Education Code sections 44949 and 44955, Mr. Farley notified the Board of Trustees (hereafter, "the Board") of the District of his recommendation that respondents be notified their services will not be required for the ensuing school year. His notification to the Board set forth the reasons for the recommendation.

4. On or before March 15, 2012, each respondent was given written notice that the Superintendent had recommended that notice be given to respondents, pursuant to Education Code sections 44949 and 44955, that their services will not be required for the ensuing year. Each written notice set forth the reasons for the recommendation. The notices satisfied the requirements of sections 44949 and 44955. *San Jose Teachers Association, Inc.* v. *Allen* (1983) 144 Cal.App.3d 627, 632; *Campbell Elementary Teachers Association* v. *Abbott (*1978) 76 Cal.App.3d 796, 803-04, distinguishing *Karbach* v. *Board of Education* (1974) 39 Cal.App.3d 355, 360-63.

5. Each respondent timely requested in writing a hearing to determine if there is cause for not reemploying them for the ensuing school year. Accusations were timely served on respondents, and each respondent filed a timely Notice of Defense. All pre-hearing jurisdictional requirements have been met.

6. The Board on February 29, 2012 took action in Resolution No. 1112-35 to discontinue the following services for the 2012-13 school year totaling 398.9 FTEs:

PARTICULAR KINDS OF SERVICE OR PROGRAM CERTIFICATED NON-MANAGEMENT POSITIONS	NUMBER OF FULL TIME EQUIVALENTS	NUMBER ON TEMP CONTRACTS
Elementary Instructional Services (Self-Contained Classrooms)		
Grades K-6	63.4	63.4
Dual Immersion	26	26
Secondary Instructional Services (Single Subject Course Offerings)		
Art	12.8	1.6
Business	6	3
English	47	47
Math	40.4	40.4
Music	22.1	22.1
Physical Education	12	9
Science – Life	14.2	12.2
Science – Physical	6.8	6.8
Social Science	25.6	25.6
World Language	7.2	7.2
Special Education Services (Preschool – Adult Classrooms)		
Adapted PE	2	2
Early Intervention Programs	1.8	.8
Psychologist	9.8	9.8
SpEd – Deaf and Hard of Hearing (DHH)	1	1
SpEd – Early Childhood Special Education (ECSE)	4	4
SpEd – Mild/Moderate	35	35
SpEd – Moderate/Severe	12	12
SpEd – Visually Impaired (VI)	.5	.5
Instructional Support Services		
Counselors	6	6
Nurses	2	2
Speech Pathologist	0.6	0.6
Teachers on Special Assignment (TOSA)	31.7	3.6
Psychologist on Special Assignment	1	
Speech Pathologist on Special Assignment	1	
Certificated Management Positions		
Director IV, Pupil Services	1	
Elementary Teaching Assistant Principals II	4	
Executive Director, Elem Schools & Early Childhood	1	

Programs		
Principal, Elementary	1	
TOTAL	**398.9**	**341.6**

On March 12, 2012, the Board adopted Resolution No. 1112-39 in which it released and non-reelected 12 certificated employees serving under temporary contracts.

The services set forth above are particular kinds of services which may be reduced or discontinued within the meaning of Education Code section 44955. *California Teachers Association* v. *Board of Trustees of the Goleta Union School District* (1982) 132 Cal.App.3d 32, 34-37 and cases cited therein. *See also San Jose Teachers Association* v. *Allen*, *supra* at 635-38, in which the court specifically rejected the reasoning of *Burgess* v. *Board of Education* (1974) 41 Cal.App.3d 571; *Zalac* v. *Governing Board* (2002) 98 Cal.App.4th 838, 853-54.

Furthermore, these services may be reduced because of budgetary difficulties. *Zalac* v. *Governing Board, supra,* and cases cited therein. The decision to reduce or discontinue the services is neither arbitrary nor capricious but rather a proper exercise of the District's discretion.

7. No certificated employee junior to any respondent is retained to perform services which any respondent is certificated and competent to render.

8. The reduction or discontinuation of services is related to the welfare of the District and its pupils, and it has become necessary to decrease the number of certificated employees of the District as determined by the Board.

9. The Board considered all known attrition, resignations, retirements and requests for transfer in determining the actual number of necessary layoff notices to be delivered to its employees.

Seniority List

10. The District created a Seniority List which contains each employee's seniority date (first date of paid service), hired date, site, position, FTE, assignment, classification, credentials, and authorizations. The District used the Seniority List to develop a proposed layoff of the least senior employees currently assigned in the services being reduced. The District then determined whether the least senior employees held credentials in another area and were entitled to "bump" other employees. In determining who would be laid off for each kind of service reduced, the District counted the number of reductions not covered by the known vacancies, and determined the impact on incumbent staff in inverse order of seniority. The

District then checked the credentials of affected individuals and whether they could "bump" other employees.

Employees Subject to Layoff

11. As a result of the Board's resolutions, the District determined that there were three categories of teachers subject to layoff. One such category included the teachers who had acquired tenure. There were 14 of them. Another category included teachers who had been tenured in the past, had been laid off in the past, and were then hired for the 2011-12 school year as temporary certificated employees who had reemployment rights. There were 172 of such teachers. The third category included teachers who had not probationary or permanent status but who had worked for the District for at least the 2011-12 school year as temporary teachers. Some of these teachers had worked for four or five years under temporary contracts. There were 188 teachers in this category.

Application for Categorical Funding

12. For the 2011-12 school year, the District submitted a Consolidated Application for Funding Categorical Aid Programs to the California Department of Education. The application was dated June 29, 2011 and it indicates the Board approved it on July 11, 2011. The project duration was indicated as July 1, 2011 to June 30, 2012. The application sought funding under Title I (Part A), Title II (Part A), Title III (Part A-LEP Students), and Economic Impact Aid. The state and federal funds received by the District were then spent at the eligible school sites over the course of the entire school year, and the finds expired at the end of the school year. Decisions as to how the funds were to be expended were made by the school site council at each school site.

Categorical Funding Sources

13. The District received funds from the following sources according to documents submitted at the hearing:

a. State Fiscal Stabilization Fund (SFSF, Resource Code 3200). This is funding provided by the federal government, is a one-time type of funding, and all funds had to be expended by September 30, 2011. The District expended all of the funds by that date.

b. Federal Education Jobs Funding (Resource Code 3205). This is funding provided by the federal government, is a one-time type of funding, and all funds had to be expended by September 30, 2012. The District intends to expend all of the funds by that date.

c. AB 825 School and Library Improvement Block Grant (SLIBG, Resource Code 7394 [formerly 7395]). This an ongoing type of funding, applied for annually, and the 85-15 rule applied, which meant that the District could carry over up to 15 percent of the funds into the next school year without penalty.

d. AB 825 Targeted Instructional Improvement Block Grant (TIIG, Resource Code 7395 [formerly 7395]). This an ongoing type of funding, applied for annually, and the 85-15 rule did not apply. These are discretionary funds, and the District intends to expend all the funds by the end of the school year.

e. Special Education AB 602 Apportionment (Resource Code 6500). These funds are expended for special education and the District expected to expend all the funds by the end of the school year.

f. Special Education: IDEA Early Intervention Grants (Resource Code 3385). These funds are for early intervention special education and will be expended by the end of the school year.

g. Special Education: IDEA Early Preschool Grants (Resource Code 3315). These funds are for early preschool special education and will be expended by the end of the school year.

h. School Readiness Grant. The funding is provided by the Children and Families Commission of Orange County, and the funds will be expiring at the end of the school year.

i. Donation of funds or equipment from private sources. These funds are typically used for supplies and staffing.

j. Lottery Apportionments. This is an ongoing source of funding, the District receives the funds annually, and they expire at the end of the school year.

k. Economic Impact Aid (EIA, Resource Codes 7090 and 7091). This is an ongoing type of funding to support additional programs and services for English learners and economically disadvantaged students, with the funds expiring at the end of the school year.

l. Title I, Part A, Basic Grants Low-Income and Neglected (Grants to LEAs [Resource Code 3010]). This is the largest federal program in California aside from special education and is designed to meet the educational needs of low-achieving and low-income students. It is an on-going type of funding and the 85-15 rule applies.

m. School Safety and Violence Prevention Act (Carl Washington Act (Resource Code formerly 6405). This is an ongoing program and the District intended to expend all the funds by the end of the school year.

Temporary Employment Contracts

14. The District introduced into evidence 361 written agreements entitled Capistrano Unified School District Offer of Temporary Employment (Exhibit No. 22). Most are dated August 15, 2011, and all were signed by teachers in August or September 2011. Each agreement offers employment to a teacher as a "TEMPORARY Teacher" in the District. Most indicated the period of service began on September 6, 2011, although some began before or after that date, and almost all ended on June 21, 2012. Each agreement specified an annual salary, with some including a stipend.

The temporary agreement form contained four possible reasons for the offer of employment in accordance with the Education Code:

a. "Section 44909—Working in categorically funded program or under contract with public or private agency."

b. "Section 44909—Replacing another employee assigned to categorically funded program or under claimant with public or private agency."

c. "Section 44920—Leave Replacement."

d. "Section 44986(b)(1)—Replacement for permanent employee granted STRS disability allowance for up to 39-months."

Each agreement contained a check mark indicating which type of employment was offered. If the offer was for section 44909 employment in a categorically funded program, the agreement specified the program or programs by name or initials or resource code, and the date or dates for which the funding covered. For example, one employee's contract provided "SFSF (3200) 9/16/11-9/30/11; SLIBG (7394) 10/1/11-6/21/12." If the offer was to replace another employee, the other employee's name was specified.

Respondents' Testimony

15. Susan Royal testified she is a remedial math teacher at Aliso Viejo Middle School and has worked for the District since September 2, 2010 as a temporary teacher, and before that she worked for the District as a long-term substitute. Her offer of employment was pursuant to section 44909 and the sources of funding are designated as SFSF and SLIBG.

On January 15, 2012, at the request of the District, she signed a document entitled Multi Funded Employee Certification – 7/01/2011 – 12/31/2011. The document indicated she was funded from SFSF until September 30, 2011 and then from TIIG starting on October 1, 2011.

16. Larissa Martus testified she teaches math at Marco Forster Middle School, and has done so for five years, always under a temporary contract. Before that she taught under a multiple subject credential. Her offer of employment was pursuant to section 44909 and the sources of funding are designated as SFSF and SLIBG.

Ms. Martus in on the school site council as a teacher representative. Her school is a Title I school and receives state and federal funds which the council decides how to expend. She testified the council meets six or seven times throughout the school year, averaging about one meeting a month. At the last meeting in May 2012, she testified that the council was informed it would have about $400,000 available for the 2012-13 school year, and it voted on to spend the funds on staffing. She indicated there may be some carry over of funds from the current school year which is used for emergencies.

LEGAL CONCLUSIONS

1. Jurisdiction in this matter relating to the elimination of 398.9 full-time equivalent positions exists under Education Code sections 44949 and 44955. All notices and jurisdictional requirements contained in those sections were satisfied.

2. Education Code section 44955 provides in relevant part:

. . .

> "(b) [W]henever a particular kind of service is to be reduced or discontinued not later than the beginning of the following school year . . . and when in the opinion of the governing board of the district it shall have become necessary . . . to decrease the number of permanent employees in the district, the governing board may terminate the services of not more than a corresponding percentage of the certificated employees of the district, permanent as well as probationary, at the close of the school year. Except as otherwise provided by statute, the services of no permanent employee may be terminated under the provisions of this section while any probationary employee, or any other employee with less seniority, is retained to render a service which said permanent employee is certificated and competent to render. . . As between employees who first rendered paid service to the district on the same date, the governing board shall determine the order of termination solely on the basis of needs of the district and the students thereof. Upon the request of any employee whose

order of termination is so determined, the governing board shall furnish in writing no later than five days prior to the commencement of the hearing held in accordance with Section 44949, a statement of the specific criteria used in determining the order of termination and the application of the criteria in ranking each employee relative to the other employees in the group. This requirement that the governing board provide, on request, a written statement of reasons for determining the order of termination shall not be interpreted to give affected employees any legal right or interest that would not exist without such a requirement.

(c) . . .

The governing board shall make assignments and reassignments in such a manner that the employees shall be retained to render any service which their seniority and qualifications entitle them to render. . .

. . .

(d) Notwithstanding subdivision (b), a school district may deviate from terminating a certificated employee in order of seniority for either of the following reasons:

(1) The district demonstrates a specific need for personnel to teach a specific course or course of study, or to provide services authorized by a services credential with a specialization in either pupil personnel services or health for a school nurse, and that the certificated employee has special training and experience necessary to teach that course or course of study or to provide those services, which others with more seniority do not possess.

(2) For purposes of maintaining or achieving compliance with constitutional requirements related to equal protection of the laws."

To put it more succinctly, a senior teacher whose position is discontinued has the right to transfer to a continuing position which he or she is certificated and competent to fill. In doing so, the senior employee may displace or "bump" a junior employee who is filling that position. See *Lacy v. Richmond Unified School District* (1975) 13 Cal.3d 469. Junior teachers may be given retention priority over senior teachers if the junior teachers possess superior skills or capabilities which their more senior counterparts lack. See *Poppers v. Tamalpais Union High School District* (1986) 184 Cal.App.3d 399; see also *Santa Clara Federation of Teachers, Local 2393, v. Governing Board of Santa Clara Unified School District* (1981) 116 Cal.App.3d 831.

3. The District has been laying off teachers for several years, and has established the practice of hiring laid-off permanent and probationary teachers under

year-to-year temporary contracts. The District does not consider temporary employment a reappointment within the meaning of Education Code sections 449956 and 44957. Respondents argue that the hiring of previously laid-off permanent or probationary employees as a categorically funded employee constitutes a reappointment with those two sections.

This argument is beyond the jurisdiction granted by section 44955. Respondents have cited no authority for the proposition that a hearing under section 44955 may consider reemployment and reappointment rights granted to laid-off teachers by the Education Code and none has been found. Accordingly, respondent's argument must be rejected.

4. Many of the respondents hired under temporary contracts signed contracts that indicated they were hired as temporary teachers in accordance with Education Code section 44909 "in categorically funded program or under contract with public or private agency." The contract then specified either a descriptive term, an abbreviation, or a numerical code indicating which categorically funded program was used to fund the position which the teacher was hired to fill.

In *Stockton Teachers Association CTA/NEA* v. *Stockton Unified School District* (2012) 204 Cal. App. 4th 446, the court addressed the question of how teachers employed under written agreements pursuant to section 44909 should be classified. The court analyzed the statute and existing law as to whether such employees should be classified as temporary or probationary, and held:

> "To prove that its employees were temporary under section 44909, District was required: (1) to show that the employees were hired to perform services conducted under contract with public or private agencies or categorically funded projects which are not required by federal or state statutes; (2) to identify the particular contract or project for which services were performed; (3) to show that the particular contract or project expired; and (4) to show that the employee was hired for the term of the contract or project. Because District failed to prove some or all of these facts, the employees must be treated as probationary."

The District argues that it satisfied each of these criteria for all of the categorical programs from which it receives funds. Respondents argue that the District failed to satisfy the *Stockton* criteria and that certain respondents should be classified as probationary.

In *Zalac* v. *Governing Board of the Ferndale Unified School District, supra,* 98 Cal.App.4th 838, the court was presented with the issued of whether a class size reduction program was a categorically funded project within the meaning of section 44909. To resolve the issue, the court undertook an extensive analysis of categorical funding projects.

The court first pointed out that the term "categorically funded project" was not defined in section 44909 although the term has been present for nearly 30 years and is used in other statutes. In examining the history of section 44909, the court noted that as a result of amendments to the statute, "the uncertainty of future funding is no longer explicitly controlling—perhaps because there is an element of such uncertainty for all programs, even those authorized indefinitely." *Id.* at 846.

The court then summarized its findings:

> "As a review of the many and diverse programs categorically funded readily reveals, a categorically funded project need not involve the creation of special classes divorced from the normal curriculum, but may augment the curriculum in whatever manner is specified in the particular program. ...The defining characteristics are that the program be financed outside the base revenue limit with funds designated for a use specified by the particular program." *Id.* at 848.

In order to obtain categorical funds, under current law, a school district may submit a consolidated application for funding categorical program. That is what the District did. Factual Finding 13. Thus, the programs listed in the application are clearly those that are treated as categorical programs. Likewise, the funding received by the District under contracts set forth in Factual Finding 14 are categorical, either as a flex item or as standalone state-funded programs, according to the Legislative Analyst's Office.

The next criterion relates to the written agreement. Of the 361 written agreements introduced into evidence, the ones that designate employment under section 44909 purport to identify the categorically funded projects either by reference to program, a program initials, or a numerical code.

The foregoing evidence satisfied the first two criteria established by *Stockton.* Based upon the information relating to each project (Factual Finding 14; Exhibit No. 20) and the testimony of Jodee Brentlinger, Assistant Superintendent, Personnel Services, the District established that with respect to every categorical project except the Federal Education Jobs Funding project, the project expired and the teacher hired under that project was hired for the term of the project. Thus, all the certificated employees hired to teach from funding sources other than the Federal Education Jobs Funding project were correctly classified by the District as temporary employees.

Evidence relating to the Federal Education Job Funding project established that it expired in September 2012. According to the categorical funding source documents introduced into evidence by the District, "the Education Jobs Funds expired in SEPTEMBER 2012...." Ms. Brentliner's testimony on direct examination reiterated that the project did not expire at the end of the 2011-12 school year but extended into September 2012. She also testified that the District intended to expend

the funds by September 30, 2012. On redirect examination, she testified the District expected to expend these funds by the end of the current school year.

Ms. Brentliner's testimony regarding whether the District has expended the funds from this program this school year or will expend it by September 2012 is equivocal at best, but in the end, it makes no difference. Assuming the District does expend the funds from the Federal Education Jobs Funding project by the end of the 2011-12 school year, the question arises as to whether that satisfies the *Stockton* criteria. The court in *Stockton* considered the expiration of categorical projects a number of times throughout the course of its opinion. The first reference occurred as it was construing section 44909 when the court reasoned:

> "As indicated, section 44909 does not expressly state how employees hired pursuant to its authority are to be classified. However, the purpose of the section is to benefit school districts by allowing them to operate special programs outside their regularly funded programs, without having a surplus of probationary or permanent employees when such special programs expire." *Id.* at 452.

In the course of considering the termination procedure created by section 44909, the court wrote:

> "Citing *Hart* [*Hart Federation of Teachers* v. *William S. Hart Union High Sch. Dist.* (1977) 73 Cal. App. 3rd 211], *supra, Bakersfield* [*Bakersfield Elementary Teachers Assn. v. Bakersfield City School Dist.* (2006) 145 Cal.App.4th 1260, 1280] declared that "certificated teachers assigned to a categorically funded program may be laid off without the procedural formalities due a permanent and probationary employee *only* if the program has expired." (*Bakersfield, supra,* 145 Cal.App.4th at p. 1287, 52 Cal.Rptr.3d 486.) We agree with *Hart, supra,* and *Bakersfield, supra,* that the only time a section 44909 employee may be terminated "without regard to other requirements of this code respecting the termination of probationary or permanent employees" is at the termination of the categorically funded program or the end of the contract with the public or private agency. Thus, the only time such employees may be terminated as if they were temporary employees, is at the termination of the program or end of the contract." *Id. at 459.*

The court in *Stockton* repeatedly emphasized that classification of a certificated employee as temporary was narrowly defined and must be strictly construed. "Therefore, before a district may treat a section 44909 employee as a temporary employee, it must follow the letter of the statute." *Id. at. 462.* The court then explained:

"Section 44909 employees are thus treated like probationary or temporary employees depending on the duration of their employment. A person employed under section 44909 is to be treated like a temporary employee, *provided* the person is employed for the duration of the contract with a public or private agency or categorically funded project. In other words, a person may be hired for the particular project (or contract) term and be terminated at the end of that term without the notice that would be required for a probationary or permanent employee. Under such circumstances the employee would be treated as a temporary employee for purposes of accruing service required as a prerequisite to classification as a permanent employee, for the purpose of rehire rights and for the purpose of seniority." *Id. at 463.*

The court even suggested a possible notice that school districts could include in their written agreements that would satisfy both section 44909 and 44916: "You are being hired to perform services for a categorically funded project. You are a temporary employee, unless the district terminates your employment before the expiration of the project, in which case you will be treated as a probationary employee." *Id.* at 463, fn. 10.

The court then reasoned:

"What a district may not do, is hire a person for *more or less than* the entire or remaining term of the contract or project, and treat such a person as a temporary employee. For example, if a district terminates a section 44909 employee before the end of the term of the project or contract, the employee must be given the notice to which a probationary employee would be entitled. Because an employee who is terminated before the end of the contract or project, or who is hired for a period less than the entire or remaining term of the contract or project is not a person hired "pursuant to this section" such an employee must be treated as a probationary employee—the default classification. Said employee accrues service time as a probationary employee. In terms of seniority and re-employment rights, employees hired for less than the entire or remaining term of the project or contract and employees terminated before the end of the contract or project are entitled to be treated like probationary employees." *Id.* at 463-64.

The court believed that its interpretation satisfied the needs of both school districts and teachers, and that it protected employees "...by preventing a district from hiring temporary employees for a term that has no relation to the term of the program for which they are hired." *Id. at 464.*

There can be no question that under *Stockton*, it is the expiration date of the categorical project, not the date a district expends all of its funds, that determines whether a certificated employee would be classified as a temporary or probationary. It is the term of the project that controls. The expiration date of the Federal Education

Jobs Funding categorical project was September 2012, three months after the employment agreements ended. In fairness to the District, *Stockton* had not been decided at the time the teachers signed their written agreements in August and September 2011 and therefore the District did not know it had to tailor the length of its agreements with its employees using this particular funding source to the term of the project. Nevertheless, the District is bound by the requirements of *Stockton*. It is clear from *Stockton* that the term of the categorical project and its expiration date were determined at the time the funding was approved, and the subsequent actions of a District have no effect upon its term or expiration date. The evidence shows that the teachers funded by the Federal Education Jobs Funding project were hired for a term less that the term of the project and therefore must be classified as probationary.

However, because these temporary employees were also served notices and satisfied sections 44949 and 44955, their releases must be upheld.

5. The Federal Education Jobs Funding project has 3205 as its resource code. It is typically referred to in the written agreements as "Federal Jobs." There are nine written agreements which contain both the term "Federal Jobs" and the 3205 resource code, and these teachers should be classified as probationary: John Beukema, Judith Blakeney, Danielle Chappas, Pleasance Conrady, Kristen Crawford, Jeremy Golden, Megan Leiva, Peter Pulido, and Phuong Vo.

In addition, there are a number of certificated employees whose written agreements, while not using the words "Federal Jobs" or similar language, use the 3205 resource code. It is concluded that these certificated employees likewise must be classified as probationary. Those employees are listed in Exhibit A.

The District offered into evidence two documents (Exhibit No. 21 and 23) which are compilations of its records relating to temporary employees. They were created at different times during the course of the school year. The lists disclosed a number of certificated employees who are purportedly funded by the Federal Education Jobs Funding project for all or part of the school year by reference either to the term "Fed Jobs," "Education Jobs Fund," or 3205. The written agreements for these certificated employees do not contain a reference to the Federal Education Jobs Funding project or any of its abbreviations, nor does it contain the 3205 resource code. Since, however, the District's own records show funding for these employees under this project for at least part of the school year, it is concluded that the employees listed in Exhibit B must be classified as probationary.

6. Any additional arguments offered by respondents have been considered and are rejected.

7. Cause exists under Education Code sections 44949 and 44955 for the District to discontinue particular kinds of services relating to 398.9 full-time equivalent positions. The cause for the reduction or discontinuation of particular

kinds of services related solely to the welfare of the schools and the pupils thereof. A preponderance of the evidence sustained the charges set forth in the Accusation. It is recommended that the Board give respondents notice that their services will no longer be required by the District.

ORDER

1. The Accusations served on respondents Jan Colt, Shannon Beckley-Sybirski, Lynn Smith, Wendy Melfish, Roxanne Smathers, Craig Cunningham, and John Hallam are dismissed.

2. The Accusations served on the respondents listed in Exhibit "C" are sustained. Notice shall be given to each respondent that his or her services will not be required for the 2012-13 school year pursuant to the Board's resolution because of the reduction of particular kinds of services.

Notice shall be given in inverse order of seniority.

3. Each of the respondents listed in Legal Conclusion 5, Exhibit "A," and Exhibit "B" shall be classified by the District as probationary.

DATED: June 26, 2012

ALAN S. METH
Administrative Law Judge
Office of Administrative Hearings

EXHIBIT "A"

Sandra Farias
Marie Finman
Maggie Fisher
Sherri George
Stacy Gerken
Kimberly Goode
Carrie Anne Gray
Justin Green
Lindsey Hanscome
Juliean Hansen
Lacy Hansen
Lauren Harvey
Johanna Heavlin-Martinez
Alison Hegarty
Keith Herbold
Maria Johnson
Linda Keeler
Jane Kluck
Courtney Koehler
Rita Kolenic
Nicole LaMarre
Cynthia Laroche
Christina Lee
Melissa Lizarraga
Jennifer Loftus
Jill McDonald
Shannon McKinstry
Maryann Mackey
Shannon Maltby
Matthew Maxwell
Melissa Moen
Diana Morgan
Kathryn Morrell
Victor Mosconi
Melissa Murphy
Cherise Narr
Katherine Olsen
Susan Paradise
Ryan Persinger
David Pino
Stephanie Pintauro
Bonnie Pitkin
Lari Portas
Gina Poteet
Brooke Powell
Karen Primack
Michael Rigby
Lynn Sanchez
Sheila Silver
Jacqueline Simmons
Jason Sorrell
Wendy Sottile
Lindsay Strodl
Celeste Swanson
Emily Tucker
Danielle Wallace
Kathleen Wegner
Christine Wehunt-Gibson
Michael Wigglesworth
Kimberly Williams
Rachel Wright
Michael Young

EXHIBIT "B"

Amy Abbott
Brianne Aleman
Nadine Almanza
Amy Andreasen
John Baker
Jennifer Balck
Michelle Balogh
Jacqueline Beligan
Janet Bentley
Quinn Beyer
Wendy Billman
Andrika Bowen
Michael Brooks
Erin Brophy
Jessica Brucks
Annette Burns
Angela Cantacessi
Marcella Carlini-Castiglia
Ambreen Chak
Melissa Chen
Amy Clarke
Sarah Clarke
Monica Clem
Nick Corbin
Eduardo Cornejo
Melissa Cox
Jason Cropley
Mary Danna
Christopher Dembiec
Kylie Dul
Craig Dunn
Blair Dyer
Alexandra Easton
Ellen Eltiste
Anne Marie Faris
Megan Fox
Debra Franzi
Mikole French
Laura Goetsch-Gates
James Hammons
Iven Hansen
Juliean Hansen
Mary Haupt
Kelly Heard
Alison Jax
Linda Keeler
Lisa Kopczynski
Jami-Lyn Kovac
Kay Laird
Lauren Marcos
Jill McDonald
Sara McKeon
Bonny Meyers
Lyndsey Mickelson
Farrel Moore
Janice Noland
Rocky Paterno
Angela Portnoff
Monique Reilly
Ryan Schreiber
Celina Shwam
Kylie Siglock
Ryan Smith
Angela Tisdale
Tamara Trainor

EXHIBIT "C"

CAPISTRANO UNIFIED SCHOOL DISTRICT
2012 CERTIFICATED LAYOFF
LIST OF RESPONDENTS

First Name	Last Name
Amy	Abbott
Lora	Abedi
Chad	Addison
Golnaz	Afrouzeh
Brianne	Aleman
Nadine	Almanza
Amy	Andreasen
Jeanie	Arthur
Nathan	Auerbach
Bjorn	Avila
Kent	Baker
Michelle	Balogh
Christyann	Banuelos
Brian	Barnes
Barbara	Bauer
Jesus	Becerra
Shelley	Beckley
Raquel	Behar
Kimberly	Belmont
Janet	Bentley
John	Beukema
Quinn	Beyer
Wendy	Billman
Judith	Blakeney
Joanna	Bowden
Michael	Brooks
Erin	Brophy
Annette	Burns
Rita	Cabezas
Joshua	Cain
Amanda	Canelakes
Angela	Cantacessi
Marcella	Carlini-Castiglia
Carolyn	Carrie
Brittany	Casey
Melissa	Chen
Yeon	Choi

First Name	Last Name
Amy	Clarke
Sarah	Clarke
Monica	Clem
Jan	Colt
Pleasance	Conrady
Nick	Corbin
Melissa	Cox
Jenika	Cracchiolo
Jason	Cropley
Chadwick	Cunningham
Julie	Curley
Jason	Dale
Mary	Danna
Stacy	Davis
Christopher	Dembiec
Sophia	Derrig
Patrick	Derry
Monica	Diaz
John	Diebold
Kendra	Dixon
Erin	Dollar
Lindy	Donsker
Terri	Douglas
Kylie	Dul
Craig	Dunn
Mary	Dunnicliffe
Blair	Dyer
Alexandra	Easton
Shawna	Ellis
Ellen	Eltiste
Mark	Enmeier
Nancy	Enriquez
Soraya	Espinoza
Elizabeth	Evans
Teresa	Fantasia
Sandra	Farias
Anne Marie	Faris

Julie	Chutuk
First Name	**Last Name**
Irma	Fernandez
Maggie	Fisher
Steven	Forbes
Lindsey	Foster
Megan	Fox
Kari	Fragassi
Debra	Franzi
Mikole	French
Eric	Frommholz
Margaret	Galasso
Maria Carmen	Garcia
Steffanie	Garcia
Damon	Garner
Sherri	George
Dru	Gerhard
Stacy	Gerken
Susan	Gerling
Victoria	Gerson
Sarah	Gibson
Janey	Gideon
Nina	Glassen
Erin	Glidden
Bonita	Glover
Laura	Goetsch-Gates
Jeremy	Golden
Angelica	Gomez
Kristian	Gonzalez
Kimberly	Goode
Jennifer	Grace
Kellie	Graham
Carrie-Anne	Gray
Justin	Green
Rebecca	Grondahl
Tiffany	Hall
Kelly	Hambrick
James	Hammons
David	Hansen
Ivan	Hansen
Juliean	Hansen
Lacey	Hansen
Jason	Harney
Lauren	Harvey
Mary	Haupt
Kelly	Heard

Jennifer	Feeser
First Name	**Last Name**
Johanna	Heavlin-Martinez
Alison	Hegarty
Rebecca	Heinsen
Keith	Herbold
Norma	Hernandez
Jennifer	Herring
Stacy	Hill
Gail	Hodel
Todd	Hoffman
Sarah	Hornig
Andrea	Howard
Natalie	Hribar
Abir	Hussein
Ashley	Inskeep
Pierre	Jacques
Denyve	Jalalian
Barbara	Jaramillo
Alison	Jax
Amanda	Jean
Erin	Jenkins
Georgette	Johnson
Maria	Johnson
Tricia	Johnson
Christa	Jones
Linda	Keeler
Jane	Kluck
Courtney	Koehler
Elisa	Koenig
Barbara	Kollar
Nicole	Koopman
Lisa	Kopczynski
Jami-Lyn	Kovac
Dina	Kubba
Troy	Kubly
Dina	Lacheman
Kay	Laird
Nicole	LaMarre
Jennifer	Landero
Cynthia	Laroche
Leslie	Le
Christina	Lee
Elizabeth	Leslie
Sandra	Lewis
Lorena	Loera

First Name	Last Name
Jennifer	Loftis
Jeffrey	Long
Jamie	Louie
David	Luciani
Alana	Mack
Maryann	Mackey
Manoj	Mahindraker
Shannon	Maltby
Heather	Martin
Rebecca	Martin
Larissa	Martus
Andrew	Mashburn
Julie	Matters
Jill	McDonald
Sarah	McKeon
Shannon	McKinstry
Lyndsey	Mickelson
Amber	Mills
Stephanie	Mischel
Melissa	Moen
Farrel	Moore
Diana	Morgan
Elizabeth	Morris
Catherine	Morrison
Victor	Mosconi
Jason	Mosier
Melissa	Murphy
Cherise	Narr
Erik	Nelson
Noelle	Nielsen
Catherine	Nolan
Pamela	O'Donovan
Nathan	O'Leary
Patrick	O'Rourke
Kathrine	Olsen
Lynetta	Pagano
Susan	Paradise
Kendra	Passarelli
Rocco	Paterno
April	Paulsen
Lindsay	Peck
Lindsey	Pellow
Carmen	Perez
Ryan	Persinger

First Name	Last Name
Morgan	Peternall
Christin	Peterson
David	Pino
Stefanie	Pintauro
Bonny	Pitkin
Candice	Ploskina
Lari	Portas
Angela	Portnoff
Gina	Poteet
Brooke	Powell
Emily	Price
Karen	Primack
Pedro	Pulido
Melissa	Quarcini
Kirstee	Radley
Monique	Reilly
Heather	Reynard
Kelly	Ricks
Bruce	Ridill
Michael	Rigby
Ann	Roche
Aimee	Rodriguez
Rosa	Romo Higley
Susan	Royal
Stacy	Rumpf
Todd	Rusinkovich
Bernardo	Sabad
Timothy	Sampson
Lynn	Sanchez
Rocio	Sandoval
Reannah	Sartoris
Michael	Schooler
Elisa	Schoonover
Ryan	Schreiber
Joanne	Schroeder
Roni	Schwartz
Celina	Shawm
Kylie	Siglock
Sheila	Silver
Elizabeth	Silverthorne
Jacqueline	Simmons
Ryan	Smith
Staci	Smith
Krista	Snow

First Name	Last Name
Amanda	Soboleski
Brittany	Sola Pelzel
Jason	Sorrell
Antonio	Soto
Wendy	Sottile
Brooke	Stirling
Lindsay	Strodl
Karen	Styles
Celeste	Swanson
Ashley	Talbert
Jennifer	Tatala
Julie	Tayne
Bernadette	Theruer
Peggy	Thomas Mackey
Mary	Todd
Christina	Torres

First Name	Last Name
Chau	Tran
Emily	Tucker
Andrew	Valderrama
Steven	Wade
Andreas	Waldukat
Danielle	Wallace
Kathleen	Wegner
David	Weinberg
Michael	Wigglesworth
Sarah	Willett
Elizabeth	Willey
Kimberly	Williams
Tiffany	Wondra
Jennifer	Wooten
Rachel	Wright

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 27, 2012

OLWEUS BULLYING PREVENTION PILOT PROGRAM

BACKGROUND INFORMATION

The Olweus Bullying Prevention Program (OBPP) is an evidence-based bullying prevention program. Backed by more than 35 years of research and successful implementation in many different countries, the OBPP has been proven to prevent or reduce bullying throughout a school setting.

The OBPP is used at the school, classroom, and individual levels and includes methods to reach out to parents and the community for involvement and support. School administrators, teachers, and other staff members are primarily responsible for introducing and implementing the program with the purpose of improving peer relations and making school a safer and more positive place for students to learn and develop.

The classroom component of the OBPP is critical to the success of the program. Each week, instructional minutes (10 minutes for grades K-2 and 20 minutes for grades 3-5) are set aside for lesson implementation. Teachers are encouraged to extend learning during class meetings by linking topics to academic subjects such as English, history, social studies, science, and health.

An initial questionnaire will be given to students to assess their bullying experiences. The questionnaire will be administered annually to monitor the success and effectiveness of the program. The results of the questionnaires are compared to a national database. The school will receive a standard report, with narrative, that interprets the results and graphs of key data. Also included are new cyber-bullying questions, the option of a Spanish translation, and space for two multiple choice questions customized to student population.

The goal of OBPP is to reduce existing bullying problems among students, prevent the development of new problems, and to achieve better peer relations at school. Additionally, data shows the program will provide an increase in students' test scores and a decrease in absenteeism and dropout rates.

CURRENT CONSIDERATIONS

Clarence Lobo Elementary School is requesting to pilot OBPP throughout the 2012-2013 school year. The Bullying Prevention Initiative of California (BPIC), a nonprofit organization dedicated to bringing education, recognition, intervention, and prevention of bullying to all children in the State of California, will consult with the school site for up to three years to ensure the fidelity of implementation of the program. Staff members will attend a two-day training and receive instructional materials to implement weekly lessons in kindergarten through fifth grade.

FINANCIAL IMPLICATIONS

There is no financial impact. The OBPP will be funded through grants provided by San Onofre/SONGS and the BPIC. The grant will cover the cost of materials, staff training, and a staff coordinator.

STAFF RECOMMENDATION

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

Following discussion, it is recommended the Board of Trustees approve the pilot of the Olweus Bullying Prevention program at Clarence Lobo Elementary School during the 2012-2013 school year.

PROMOTION/ACCELERATION/RETENTION

The ~~Governing~~ Board of Trustees expects students to progress through each grade within one school year. To accomplish this, instruction should accommodate the varying interests and growth patterns of individual children and include strategies for providing extra attention or assistance when needed.

Students shall progress through the grade levels by demonstrating growth in learning and meeting grade-level standards of expected student achievement which are established by the Board of Trustees.

Progress toward high school graduation shall be based on the student's ability to pass the subjects and electives necessary to earn the required number of credits. The student must also meet the minimum proficiency requirements set by the Board of Trustees.

Kindergarten

Children five years old or older who have completed one year of an accredited kindergarten program may be admitted to first grade, in accordance with Board Policy 5111, Age of Admission. ~~if the child is judged to be ready for first grade work by the school authorities.~~ (Education Code §48010 and §48011)

First Grade Acceleration

A child enrolled in kindergarten may be admitted to the first grade at the discretion of the principal and upon determination that the child is ready for first grade work. Admission shall be subject to all the following minimum criteria: (Code of Regulations, Title 5, ~~Section~~ §200)

1. The child is at least five years of age.

2. The child has attended a public school kindergarten for a long enough time to enable school personnel to evaluate his/her ability and conduct a Student Study Team (SST) meeting in order to make a determination.

3. The child is in the upper five percent of his/her age group in terms of general ~~mental~~ academic ability.

4. The physical development and social/emotional maturity of the child are consistent with his/her advanced ~~mental~~ academic ability.

5. The parent/guardian of the child has ~~filed~~ submitted a written request statement with the ~~school d~~ District approving the placement in first grade.

PROMOTION/ACCELERATION/RETENTION (continued)

Acceleration: Grades 1-8

Acceleration is possible when high academic achievement is evident with recommendation from the SST. However, the student's social and emotional growth shall be taken into consideration before placing him/her in a higher grade.

Retention: K-8

~~As early as possible in the school year and in the students' school careers, the Superintendent or designee shall identify students who should be retained and who are at risk of being retained in accordance with law, Board policy, administrative regulations and the following criteria:~~

~~Students shall be identified on the basis of grades as well as one or more of the following indicators of academic achievement: CORE Level Test, K-1 Assessment, other classroom assessments, and teacher recommendation.~~

When a student is ~~recommended~~ considered for retention, or is identified as being at risk for retention, the ~~Superintendent~~ principal or designee and SST shall provide opportunities for remedial instruction to assist the student in overcoming his/her academic ~~deficiencies~~ difficulties. Such opportunities ~~may include, but are not limited to, tutorial programs, after-school programs, summer school programs, and/or the convening of a student study team~~ will be developed through the SST intervention plan.

~~Recommended~~ Consideration for Retention by Parent

Parent requests for retention must be initiated prior to June 1st of the current school year. When a parent/guardian believes that retention is necessary to meet his/her child's needs, he/she shall ask the principal to schedule a ~~student study team~~ SST meeting to consider the child's academic, social, and emotional performance. The parents are invited to participate in the ~~student study team~~ SST meeting. ~~With parent/guardian consent, the student is referred for retention evaluation by the SST.~~ An Individual Educational Program (IEP) meeting will be convened in place of an SST for special education students.

~~The retention evaluation will~~ Consideration for retention consists of ~~at least~~ the following steps:

1. Collection and summary of data ~~by the teacher of records~~ which describe the student's behavior and academic progress ~~learning process since the beginning of the school year~~.

2. Review of the student's developmental history.

PROMOTION/ACCELERATION/RETENTION (continued)

3. Review of the student's prior school history, if applicable.

4. Review and updating of medical data as needed.

5. Determination of present ~~intellectual~~ cognitive and emotional status by the SST.

Upon completion of the study, the principal or designee will conduct a SST meeting ~~of~~ to include the teacher(s), and parent(s)/guardian(s) ~~and SST chairperson~~ to review the information and render a decision. ~~collected in terms of determining appropriate placement and instructional procedures for the student during the ensuing school year. A written summary of the recommendations will be prepared by the SST chairperson and distributed to all conference participants.~~ The team's recommendation regarding the retention request will be documented in the SST.

~~When, in the opinion of the principal, the parent's/guardian's request for retention is not in the student's best interest, arbitrary or otherwise unfounded, the matter shall be forwarded to the Superintendent, or his designee, who shall make the final decision.~~

~~Recommendations for retention and final actions taken as a result of the study will be reported to the Superintendent, or designee, by the principal.~~
~~*(cf. 6164.5 - Student Study Team)*~~

Late Parent Requests for Retention

For retention requests received June 1st or after, the child will matriculate to the next grade level and must attend school while the team evaluates the parent's request. The student will be placed in their matriculated grade level until the SST process has been completed and a decision has been made. An SST meeting will be convened within the first 30 days of the new school year. An IEP meeting will be convened in place of an SST for special education students. The parent protocol for requesting an IEP meeting will be followed. The SST or IEP team will then complete the retention evaluation per Board Policy 5122 and document their written findings and decision.

Parent Appeal Process

Once the SST or IEP has been conducted and a decision rendered, parents who disagree with the school's decision will be provided an opportunity to an appeal. (Education Code §48070.5) Parents requesting an appeal may be referred to the Superintendent, or designee, who shall make the final decision.

PROMOTION/ACCELERATION/RETENTION (continued)

Notification of Potential Failure

When it becomes evident to a teacher that a student is in danger of failing a course, the teacher shall: arrange a conference with the student's parent/guardian, call the student's parent/guardian and/or send the parent/guardian a written report. (Education Code §49067)

In the event a teacher notifies a parent/guardian of the potential failure of a student over the telephone, the ~~fact of the~~ telephone call should be documented and a written failure notice should also be sent in the mail. Notices of students being in danger of failing should generally be mailed to any student in ~~G~~grade 6-12 who is earning a "D" or "F" grade ~~at the mid-point (~~ during the progress reporting date~~)~~ of each grading period.

Interventions

Prior to retention in middle school, students who are at risk of retention, as evidenced by significant classroom failure, shall be provided the opportunity to ~~enroll in after-school tutorial~~ participate in interventions programs, if such programs have been funded. ~~by the Board~~. ~~Parents of such students will be invited to attend special school meetings which will focus on strategies parents may employ to assist their child's school success. Seventh and eighth grade students experiencing a high degree of failure, or who have been retained, may be placed by the principal in a special class designed to support their overall school success.~~

PROMOTION/ACCELERATION/RETENTION (continued)

High School ~~Retention~~Progress

~~At the senior~~ Upon entering high school ~~level~~, students~~'~~ will have eight consecutive semesters to complete the required number of credits and courses for a high school diploma ~~progress toward completing a high school diploma is determined by the number of credits successfully completed. Designation as a freshman, sophomore, junior, or senior is based upon the number of credits completed~~. The student must also meet minimum proficiency requirements in basic skills as set by the Board and the State of California.
~~*(cf. 6146.2 - High School Graduation Requirements/Standards of Proficiency)*~~

Special Needs Students

All elementary, middle, and high school students enrolled in special education programs must meet the promotion requirements stated in his/her IEP. ~~Individual Educational Plan (IEP).~~

PROMOTION/ACCELERATION/RETENTION (continued)

Legal Reference:
EDUCATION CODE
37252-37253 Summer School
46300 Method of computing ADA
48011 Admission on completing kindergarten; grade placement of pupils coming from other districts
48070-48070.5 Promotion and retention
48431.6 Required systematic review of students and grading
51215 Proficiency standards in basic skills
51216 Assessment of pupil proficiency
51217 Withholding diploma (high school)
51218 Separate proficiency standards
56345 Elements of individualized education plan
60641-60647 Standardized Testing and Reporting Program
60648 Minimum performance levels
CODE OF REGULATIONS, TITLE 5
200-202 Admission and exclusion of students
Management Resources:
CDE PROGRAM ADVISORIES
06121.89-06123.89 Educating Young Children: Next Steps in Implementing the School Readiness Task Force Report
0916.91 Retention of Students in Elementary & Middle Grades, CIL 91/92-02
CDE MANAGEMENT ADVISORIES
0900.90 Changes in Law concerning eligibility for Admission to Kindergarten 90-10

Policy **CAPISTRANO UNIFIED SCHOOL DISTRICT**
adopted: August 18, 1997 San Juan Capistrano, California
revised: March 8, 1999
revised:
1st correction: November 8, 1999; 2nd correction December 8, 1999

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
JUNE 11, 2012
EDUCATION CENTER – BOARD ROOM

President Pritchard called the meeting to order at 5:30 p.m. and announced Attorney Jon Pearl would be participating in the closed session discussion of agenda item 3A, negotiations. The Board recessed to closed session to: discuss CSEA/CUEA/CUMA/ Teamsters negotiations; discuss Student Expulsions; discuss Public Employee Appointment/Employment; and discuss Public Employee Discipline/Dismissal/Release.

Trustee Bryson left closed session at 6:55 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 John Alpay.

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

Permanent Record

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

Adoption of the Board Agenda

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

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

President's Report From Closed Session Meeting

President Pritchard reported the following action taken during closed session:

Agenda Item #3 B3 and B4 – Student Expulsions:

The Board voted 7-0 to expel the following students by stipulated agreement: Case #2012-075 and #2012-076.

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

Board and Superintendent Comments

Trustee Palazzo requested staff provide actual District and agency costs on joint use and master agreements.

Trustee Hatton stated this is the time of the year for celebrating students and shared she attended the Capistrano Valley High School and Tesoro High School senior award ceremonies and the Adult Transition graduation.

Special Recognition

Don Juan Avila Middle School student Julia Moss was recognized for her "Let the Beat Go On" community service project. Julia collected and donated musical instruments for the District's music programs.

Jesse Altamirano, Charlene Huber, Sonia LeTourneau, Karen Pedroza, Jane Peterson, and Susan Whitten were recognized as the 2012 Classified Employees of the Year. Each Classified Employee of the Year received a plaque from the District.

Oral Communications

As specified in Board Bylaw 9323 for Oral Communications, each speaker was allowed three (3) minutes to speak.

The following speakers addressed the Board:

- *Pam Palka addressed the Board regarding the athletic coaches' investigation and stated the Board should have waited for the sheriff's department investigation report before taking action against the coaches.*
- *Eric Hansen spoke regarding the Dana Hills High School audit and investigation of faculty purchases of spirit apparel.*
- *Aliso Niguel High School student Gabriela Soto stated she was receiving extra credit for addressing the Board and asked Trustees to add extra credit classes, such as community service, to assist students with making up credits.*
- *Marco Forster Middle School student Sophia Rea shared education and safety concerns should the Board lay off teachers, supervisors, and shortens the school year.*

PUBLIC HEARINGS

Public Hearing: Use of Categorical Flexibility Funds
Agenda Item 1

President Pritchard announced the Public Hearing open at 7:26 p.m. regarding Resolution No. 1112-50, Adoption of the 2012-2013 Use of Categorical Flexibility Funds.

The following speaker addressed the Board:

- *Jim Reardon spoke in regards to the deficit and using categorical funds to operate the general fund next year. Mr. Reardon told the Board to realize the ongoing labor negotiations need to address the budget issue before payroll expenditures cause the District to run out of cash.*

President Pritchard declared the Public Hearing closed at 7:29 p.m.

Use of Categorical Flexibility Funds
Agenda Item 2

Deputy Superintendent Clark Hampton stated the Education Finance Trailer Bill (SBX3 4) gives districts the authority to use categorical Tier III funds for any educational purpose. Approval of this resolution will authorize the District to transfer approximately $21.3 million from restricted funds to the unrestricted general fund.

It was moved by Trustee Alpay, seconded by Trustee Hatton, and motion carried by a 4-2 vote to approve Resolution No. 1112-50, Adoption of the 2012-2013 Use of Categorical Flexibility Funds.

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

Public Hearing: SELPA Annual Service Plan and Budget Plan
Agenda Item 3

President Pritchard announced the Public Hearing open at 7:40 p.m. regarding the approval of the Special Education Local Plan Agency 2012-2013 Annual Service Plan and Budget Plan. There being no speakers to address the Board, President Pritchard declared the Public Hearing closed at 7:41 p.m.

Assistant Superintendent Sara Jocham stated each Special Education Local Plan Area is required by the California Department of Education to submit an Annual Service Plan and Budget Plan. The Annual Service Plan must identify the Individualized Education Program services and adoption of the California State Management Information System number codes to represent services. The Annual Budget Plan is required to identify expenditures in specific categories.

SELPA Annual Service Plan and Budget Plan
Agenda Item 4

It was moved by Trustee Alpay, seconded by Trustee Brick, and motion carried by a 6-0 vote to approve the 2012-2013 Annual Service Plan and Budget Plan.

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

President Pritchard announced the Public Hearing open at 7:44 p.m. regarding the approval of the Opportunities for Learning Charter School petition renewal.

Public Hearing: Opportunities for Learning Petition Renewal
Agenda Item 5

The following speakers addressed the Board:

- *John Wolf, Dakota Casteel, and Bill Toomey spoke in support of approving the Opportunities for Learning renewal petition and the benefits of its partnership with the District.*

President Pritchard declared the Public Hearing closed at 7:51 p.m.

Assistant Superintendent Julie Hatchel explained this item seeks approval of the Opportunities for Learning (OFL) Charter School petition renewal. Dr. Hatchel stated the District has a good relationship with OFL and staff has reviewed the petition and finds it to be in accordance with requirements for renewal.

Opportunities for Learning Petition Renewal
Agenda Item 6

It was moved by Trustee Addonizio, seconded by Trustee Hatton, and motion carried by a 6-0 vote to approve a five-year renewal of the Opportunities for Learning Charter School petition.

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

DISCUSSION/ACTION

Deputy Superintendent Clark Hampton provided a 2012-2013 Budget Preview PowerPoint presentation beginning with a summary of the latest information on California state budget. Mr. Hampton ended his presentation stating staff is currently developing the final budget, which will be presented to the Board for consideration at the June 27, 2012, regular Board meeting. (The PowerPoint is available for viewing on the District website at www.capousd.org).

2012-2013 Fiscal Year Budget Update
Agenda Item 7

Trustee Palazzo requested staff research if this is the first time the District has received a deferral waiver.

The following speakers addressed the Board:

- *Robert Reidel stated CUSD is an underfunded District and the Board needs to go to Sacramento and demand its fair share of funding.*
- *Julie Collier told Trustees student needs and best interests should be the Board's highest priority and they need to make tough decisions in negotiations.*

It was moved by Trustee Alpay, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to waive Board Policy 9323 and allow a speaker to address the Board who submitted a Request to Address the Board of Trustees card after the item was opened for public comment.

- *Bill Perkins told the Board they need to make decisions, not excuses, act appropriately, and call their state assemblyman or senator.*

Dr. Farley clarified the District is taking a multi-prong approach regarding negotiations which consists of salary reductions, layoffs, coverage changes to health and welfare benefits, salary freezes, furlough days, and class size increases. All are on the table and the District will need most, if not all, to acquire the $50 million required in the worst case scenario.

Trustee Addonizio requested staff provide Trustees with more detail on the final budget with regards to categorical flexibility and class size increases as early as possible before the next Board meeting.

Temporary Interfund Transfers
Agenda Item 8

Deputy Superintendent Clark Hampton stated this item allows the District to temporarily transfer money held in any fund to another fund for cash flow purposes. These cash transfers will be paid back once the money becomes available from the state.

It was moved by Trustee Hatton, seconded by Trustee Alpay, and motion carried by a 5-1 vote to approve Resolution No. 1112-49, Authorization of Temporary Interfund Transfers.

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

Board Policy Revision
Agenda Item 9

Assistant Superintendent Julie Hatchel presented for first reading Board Policy 5122, *Promotion/Acceleration/Retention*, and explained it is the governing policy outlining the promotion, acceleration, or retention of students. The recommended changes will clarify the language and will comply with the law.

Trustee Alpay requested staff clarify if the five criteria listed under the heading First Grade Acceleration are all required; if the reference to site team under the heading Retention K8 is SST; and to change the passive voice in the first sentence before the policy is brought back for second reading.

Items Pulled from the Consent Calendar

President Pritchard asked Trustees for items they wished to pull from the Consent Calendar. Agenda item 10 was pulled.

CONSENT CALENDAR

It was moved by Trustee Alpay, seconded by Trustee Hatton, and motion carried by a 6-0 vote to approve the following Consent Calendar items:

CAHSEE Waiver
Agenda Item 11

Petition to waive California Education Code §60851(a) and Board Policy 6162.52 – California High School Exit Examination: Case #1112-034 through #1112-039.

Expunging of Expulsion Record
Agenda Item 12

Expunging a student expulsion record.

Adoption of *All the Pretty Horses* written by Cormac McCarthy and published by Vintage Books ©1993.	**Instructional Materials** **Agenda Item 13**
Adoption of *Statistical Reasoning in Sports* by Tabor & Franklin and published by Bedford, Freeman & Worth ©2013.	**Instructional Materials** **Agenda Item 14**
Adoption of *Into the Wild* written by Jon Krakauer and published by Anchor Books ©1996; Adoption of *The Left Hand of Darkness* written by Ursula K. LeGuin and published by Ace Books ©1969.	**Instructional Materials** **Agenda Item 15**
Adoption of the following titles for Reading & Phonics– Mandarin Chinese in grades K-1: *My First Chinese Word Series* published by Better Chinese ©2006; *My First Chinese Reader Series* published by Better Chinese ©2006; *Little Kangshun* published by Kangshun ©2011 and adoption of the following titles for Math – Mandarin Chinese in grades K-1 include: *Earlybird Kindergarten Mathematics* published by Singapore Math ©2007; *Primary Mathematics* published by Singapore Math ©2007.	**Instructional Materials** **Agenda Item 16**
Purchase orders, warrants, and previously Board-approved bids and contracts as listed.	**Purchase Orders/Warrants** **Agenda Item 17**
Donation of funds and equipment.	**Donations** **Agenda Item 18**
Ratification of special education Informal Dispute Resolution agreement for IDR case #57212.	**Informal Dispute Resolution Agreement** **Agenda Item 19**
Special education Informal Dispute Resolution agreement for IDR case #34912.	**Informal Dispute Resolution Agreement** **Agenda Item 20**
Agreement between the Orange County school districts to provide student-transportation services for special education, transfers, athletics, field trips, and special event activities during peak demand periods to avoid disruption of services.	**Agreement for Student Transportation Services** **Agenda Item 21**
Lease/rental agreement with the Orange County Fire Authority to provide the use of a District bus on a temporary basis for the transportation of fire explorers during intensive training in June and July.	**Lease/Rental Agreement** **Agenda Item 22**
Amendment No. 1 – Real Property Lease Agreement with Orange County Department of Education (OCDE) for the Special Education – Interagency Assessment Center at Crown Valley Elementary School.	**Real Property Lease Agreement** **Agenda Item 23**
Final acceptance and filing of the Notice of Completion for the construction of the 30-meter pool and support buildings at San Juan Hills High School.	**SJHHS Pool Notice of Completion** **Agenda Item 24**
Ratification of change order #18 related to the construction of the 30-meter pool and support buildings at San Juan Hills High School.	**Change Order #18 SJHHS Pool** **Agenda Item 25**

Ratification of change order #8 related to the theater at Capistrano Valley High School.	**Change Order #8 CVHS Theater** **Agenda Item 26**
Ratification of District standardized Independent Contractor, Master Contract, and Professional Services Agreements.	**Professional Services Agreements** **Agenda Item 27**
Extension of Independent Contractor Agreement No. I1011014 for on-call California Environmental Quality Act Compliance services, as required by the District, provided by The Planning Center.	**Extension of Independent Contractor Agreement** **Agenda Item 28**
Extension of Independent Contractor Agreement No. I1011016 for on-call geotechnical services, as required by the District, provided by NMG Geotechnical, Incorporated.	**Extension of Independent Contractor Agreement** **Agenda Item 29**
Extension of Bid No. 1112-04 to outsource transportation services, as required by the District, provided by American Logistics Company, LLC.	**Extension of Bid Outsource Transportation Services** **Agenda Item 30**
Award of bid for refurbished computer equipment to CNB Computers, Incorporated.	**Bid Award Computer Equipment** **Agenda Item 31**
Advertise for bids for new baseball dugouts at San Juan Hills High School.	**Advertise Bid SJHHS Dugouts** **Agenda Item 32**
Denial of Claim 12-03484 DP filed against the District.	**Government Claim Denial** **Agenda Item 33**
Resignations, retirements, and employment of classified personnel.	**Resignations/ Retirements/ Employment (Classified Personnel)** **Agenda Item 34**
Resignations, retirements, and employment of certificated personnel.	**Resignations/ Retirements/ Employment (Certificated Personnel)** **Agenda Item 35**

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

Minutes
Agenda Item 10

Trustee Palazzo stated the May 23, 2012, minutes recorded Trustee Hatton had abstained from voting on the May 14 minutes but the vote for the Consent Calendar was recorded as unanimous. Trustee Palazzo requested the minutes be amended to reflect the vote was not unanimous as recorded. Trustee Palazzo stated she would like to bifurcate item 10 to abstain from voting on the May 23, 2012, minutes because she was absent from the meeting.

It was moved by Trustee Addonizio, seconded by Trustee Palazzo, and motion carried by a 6-0 vote to bifurcate item 10 into the May 9, 2012, and May 23, 2012, Board meeting minutes.

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

Trustees Alpay and Hatton announced they were abstaining from voting on the May 9, 2012, special Board meeting minutes because they did not attend the meeting.

It was moved by Trustee Addonizio, seconded by Trustee Palazzo, and motion carried by a 4-0-2 vote to approve the minutes of the May 9, 2012, special Board meeting.

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

It was moved by Trustee Alpay, seconded by Trustee Addonizio, and motion carried by a 5-0-1 vote to approve the minutes of the May 23, 2012, regular Board meeting.

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

Recess

The Board recessed to closed session at 8:36 p.m. to continue discussions on closed session items.

President's Report From Closed Session Meeting

President Pritchard reconvened the meeting at 10:15 p.m. and reported the following action taken during closed session:

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

The Board gave direction to staff.

Agenda Item #3 B1 – Student Expulsion:

The Board voted 6-0 to expel the following student with staff recommendations: Case #2012-072.

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

Agenda Item #3 B2 – Student Expulsions:

The Board voted 6-0 to expel the following student by stipulated agreement: Case #2012-073.

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

Agenda Item #3 C1 through C6 – Public Employee Appointment/Employment:

The Board voted 6-0 to approve the appointment of Heidi Harvey, Principal, Truman Benedict Elementary School.

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

The Board voted 6-0 to approve the appointment of Michelle Moore, Principal, Laguna Niguel Elementary School.

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

The Board voted 6-0 to approve the appointment of Philippa Geiger, Executive Director, Fiscal Services.

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

The Board voted 6-0 to approve the appointment of Leona Olson, Executive Director, Personnel Services/Compliance.

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

The Board voted 6-0 to approve the appointment of Steve Gelsinger, Director III, Psychological Services.

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

The Board voted 6-0 to approve the appointment of Sharon deArmas, Supervisor III, Transportation Safety and Training.

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

The Board voted 6-0 to approve the appointment of Tracy Christman-Sturm, Program Specialist.

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

Trustee Bryson returned to closed session at 9:04 p.m.

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

The Board voted 7-0 to approve Resolution 1112-51 authorizing the issuance of final release and reassignment notices to employee #11427, #12522, #18723, #14165, and #10833.

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

Adjournment

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

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

President Pritchard announced the meeting adjourned at 10:20 p.m.

_____
Board Clerk

_____
Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations

President Pritchard called the meeting to order at 11:00 a.m.

The Pledge of Allegiance was led by Trustee Brick.

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

Permanent Record

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

President's Announcement

President Pritchard announced the Board meeting was being teleconferenced in order for Trustee Alpay to participate.

Adoption of the Board Agenda

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

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

Closed Session Comments

Before recessing to closed session, President Pritchard asked if anyone would like to address the Board on closed session item 5A.

The following speakers addressed the Board:

- Grace Rea, Sophia Rea, and Susan Rea stated 15 furlough days equal less education for students.

The Board recessed to closed session to confer with Labor Negotiators regarding CUEA at 11:10 a.m.

The Board reconvened to open session at 11:17 a.m.

President's Report From Closed Session Meeting

President Pritchard reported the following action taken during closed session:

Agenda Item #5A – Conference with Labor Negotiators: CUEA

The Board gave direction to staff.

Adjournment

It was moved by Trustee Hatton, seconded by Trustee Brick, and motion carried by a 7-0 vote to adjourn the meeting.

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

President Pritchard announced the meeting adjourned at 11:18 a.m.

_____
Board Clerk

_____
Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations

EXHIBIT 13

ORANGE COUNTY
OC Probation

STEVEN J. SENTMAN
CHIEF PROBATION OFFICER

TELEPHONE: (714) 569-2000

1535 E. ORANGEWOOD AVENUE
ANAHEIM, CA

MAILING ADDRESS:
P.O. BOX 10260
SANTA ANA, CA 92711-0260

June 11, 2012

Sandra Hutchens, Sheriff
Orange County Sheriff-Coroner Department
550 N. Flower Street
Santa Ana, CA 92703-2361

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

Clint Harwick, Ed.D., Superintendent
Saddleback Valley Unified School District
25631 Peter A. Hartman Way
Mission Viejo, CA 92691

Re: **Renewal of Memorandum of Understanding #6 for School Mobile Assessment Resource Team**

Pursuant to Agenda Item Number 32 dated May 24, 2011, the Orange County Board of Supervisors approved Memorandum of Understanding #6 (MOU) with the Capistrano Unified School District and Saddleback Valley Unified School District for the School Mobile Assessment Resource Team, for the period of July 1, 2011 through June 30, 2012. The Board also authorized the Chief Probation Officer, on its behalf, and upon mutual written agreement of the parties, to renew the MOU under the same terms, conditions and scope of work for up to two additional one-year periods.

In accordance with the Board's authorization, and pursuant to Section 1.0 ("Term") of MOU, the Chief Probation Officer hereby agrees to renew the MOU under the same terms, conditions and scope of work, for an additional one-year period, from July 1, 2012 through June 30, 2013.

If your organization concurs with the proposed one-year renewal of the MOU, please sign page #2 of the four original letters provided herein; a copy of the MOU is also provided for your records. Please return the four letters to: Estela Anaya, Contracts Development Manager, 1535 E. Orangewood Avenue, Anaheim, CA 92805.

One original letter will be returned to you upon execution by all parties.

Thank you for your continuing support of this worthwhile program.

Sincerely,

Steven J. Sentman
Chief Probation Officer

Attachment

EXHIBIT 16

We agree to renew the term of "Memorandum of Understanding #6 School Mobile Assessment Resource Team" between the County of Orange, the Capistrano Unified School District, and the Saddleback Valley Unified School District, for an additional one-year period, for the period of July 1, 2012 through June 30, 2013.

All other terms and conditions of the MOU are unchanged, and shall remain the same during the extended term of MOU.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By:_____
Dr. Joseph M. Farley
Superintendent

Date:_____

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

By:_____
Dr. Clint Harwick, Ed.D
Superintendent

Date:_____

ORANGE COUNTY SHERIFF-CORONER DEPARTMENT

By:_____
Sandra Hutchens
Sheriff

Date: 6/13/2012

COUNTY OF ORANGE

By:_____
Steven J. Sentman
Chief Probation Officer

Date: 6/13/2012

ORANGE COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

May 24, 2011

Submitting Agency/Department: Probation

Approve Memorandum of Understanding #6 with Capistrano Unified School District and Saddleback Valley Unified School District for School Mobile Assessment Resource Team for assessing threats of violence and preventing crimes in schools and Sheriff patrolled communities, 7/1/11 - 6/30/12 ($665,505); authorize Chief Probation Officer to extend agreement for two additional one-year periods under certain conditions; and make California Environmental Quality Act findings - District 5

The following is action taken by the Board of Supervisors:

APPROVED AS RECOMMENDED ☒ OTHER ☐

Unanimous ☒ (1) NGUYEN: **Y** (2) MOORLACH: **Y** (3) CAMPBELL: **Y** (4) NELSON: **Y** (5) BATES: **Y**

Vote Key: Y=Yes; N=No; A=Abstain; X=Excused; B.O.=Board Order

Documents accompanying this matter:

☐ Resolution(s)
☐ Ordinances(s)
☒ Contract(s)

Item No. 32

Special Notes:

Copies sent to: Probation/ Estela Anaya
CEO

5-26-11

I certify that the foregoing is a true and correct copy of the Minute Order adopted by the Board of Supervisors , Orange County, State of California.
DARLENE J. BLOOM, Clerk of the Board

By: _____
Deputy

1

32

Agenda Item

AGENDA STAFF REPORT

20 MAY 10 11:0

ASR Control 11-000876

12B1

MEETING DATE: 05/24/11

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): 5

SUBMITTING AGENCY/DEPARTMENT: Probation (Approved)

DEPARTMENT CONTACT PERSON(S): Shawn Small (714) 796-0426
Brian Wayt (714) 937-4728

SUBJECT: School Mobile Assessment Resource Team MOU #6

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Concur	Approved Agreement to Form	Consent Calendar 3 Votes Board Majority

Budgeted: Yes

Current Year Cost: N/A

Annual Cost:
FY 2011-12: $665,505

Staffing Impact: No

# of Positions:

Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: State: $665,505 100%

Prior Board Action: June 23, 2009, Item No. 34

RECOMMENDED ACTION(S):

1. Find that the subject project is Categorically Exempt (Class 21) from the provisions of CEQA pursuant to Section 15321.

2. Approve Memorandum of Understanding #6 (MOU #6) with the Capistrano Unified School District and Saddleback Valley Unified School District for the School Mobile Assessment Resource Team, to assess threats of violence and prevent crimes in schools and in Orange County Sheriff Department patrolled communities, in an amount not to exceed $665,505, effective July 1, 2011 through June 30, 2012.

3. Authorize the Chief Probation Officer, on behalf of the County of Orange, to renew MOU #6 under the same terms, conditions and scope of work, for up to two additional one-year periods, not to exceed $665,505 annually, upon mutual written agreement by the parties, with a total service period not to exceed three years, per Board policy.

SUMMARY:

The Probation Department requests approval of the proposed MOU #6 with the Capistrano Unified School District and the Saddleback Valley Unified School District for the School Mobile Assessment Resource Team for a one-year period, effective July 1, 2011 through June 30, 2012, in an amount not to

exceed $665,505, and authorization for the Chief Probation Officer, on behalf of the County of Orange, to renew MOU #6 on the same terms, conditions, and scope of work, for up to two additional one-year periods, per Board Policy.

BACKGROUND INFORMATION:

Pursuant to Resolution No. 00-455 dated December 19, 2000, your Honorable Board authorized the Chief Probation Officer to execute, on behalf of the Orange County Juvenile Justice Coordinating Council, the application for Juvenile Justice Crime Prevention Act (JJCPA) funding of Orange County's Comprehensive Multi-Agency Assessment Resource Team Juvenile Justice Plan (CMJJP). The State Board of Corrections approved the CMJJP, which included the School Mobile Assessment Resource Team (SMART) as a JJCPA-funded program designed to combat crime and gang-related problems in schools, and in communities where the Orange County Sheriff Department provides law enforcement services.

SMART Program Objectives:

The SMART program is designed to combat crimes committed by youths on, near, or impacting school campuses and communities where the Sheriff provides law enforcement services. SMART member agencies are committed to assessing threats of violence reported by school personnel so as to prevent the incidence or spread of violence in schools. Such threats are often attributed to youths who are at high-risk for being victims or perpetrators of acts that incite fear, discord, and potential danger in the schools, exhibit negative or destructive behavior, and have gang affiliation. Member agencies develop and share intelligence information, coordinate activities as a single, collaborative effort merging law enforcement and gang violence suppression.

Participation by School Districts:

In an effort to protect students from acts of violence in schools, the Capistrano and Saddleback Valley Unified School Districts have supported the SMART program by participating in the design of a contingency plan for occurrences of violence on school grounds. They have provided the team with maps of school facilities, student rosters and evacuation routes, and established procedures for allowing SMART members access to school facilities to enable a quick response to threatened or actual incidents of violence. Additionally, the school districts have supplied pertinent information concerning those students identified as exhibiting at-risk behavior or having gang affiliation, subject to confidentiality provisions as may be required or permitted by law.

Your Honorable Board has approved and renewed five separate Memorandums of Understanding between the County and the Capistrano and Saddleback Valley Unified School Districts for SMART services since June 26, 2001, most recently MOU #5 on June 23, 2009 for the term of July 1, 2009 through June 30, 2010, which was renewed by the Chief Probation Officer for the period of July 1, 2010 through June 30, 2011 under authority delegated by the Board.

The CMJJP was presented to your Board for approval on May 10, 2011, which provides the operating budgets for JJCPA funded programs for Fiscal Year 2011-12. The JJCPA allocation for Fiscal Year 2011-12 provides $665,505 in continued funding for the SMART program. Probation is proceeding with MOU #6 predicated on the continuation of Vehicle License Fee (VLF) funding. If VLF funding is discontinued or dramatically reduced, JJCPA programs such as SMART will be reduced and/or eliminated, as necessary.

Probation requests approval of the proposed MOU #6 for the continuation of SMART services, for the period of July 1, 2011 through June 30, 2012, in an amount not to exceed $665,505, and authorization for

the Chief Probation Officer, on behalf of the County, to renew MOU #6 on the same terms, conditions and scope of work, for up to two additional one-year periods, per Board policy.

The Probation Department may receive up to $23,510 for administrative and fiscal oversight consistent with JJCPA funding guidelines. The remaining $641,995 in funds are allocated for SMART services to be performed by the following Sheriff staff:

- One Full-Time Sergeant
- One Full-Time Juvenile Investigator
- Two Full-Time Deputy Sheriffs

Mutual Indemnification and Insurance

Consistent with previous SMART MOUs, MOU #6 contains mutual indemnification provisions and no insurance requirements. CEO/Risk Management accepts these terms as the MOU is between the County of Orange and the Capistrano and Saddleback Valley Unified School Districts, all public entities.

CEQA Compliance

The subject project is Categorically Exempt (Class 21) from the provisions of CEQA pursuant to Section 15321. Activities involve law enforcement actions by peace officers acting under laws with criminal sanctions.

FINANCIAL IMPACT:

$665,505 100% State Revenue Offset.

The Proposed MOU #6 contains language that will permit the immediate reduction of services or termination of the agreement due to fiscal non-appropriation, without penalty. Such provisions can be triggered if the budget approved by your Board, State funding, or other appropriations are not forthcoming, or otherwise become limited. Since MOU #6 is filling a critical service need, the Probation Department believes it is prudent to proceed with this item as recommended.

STAFFING IMPACT:

N/A

REVIEWING AGENCIES:

Orange County Sheriff Department
OC Public Works/Environmental Planning
CEO / Risk Management

EXHIBIT(S):

Strikethrough Memorandum of Understanding #6 School Mobile Assessment Resource Team.

ATTACHMENT(S):

Memorandum of Understanding #6 School Mobile Assessment Resource Team, effective July 1, 2011 through June 30, 2012.

MEMORANDUM OF UNDERSTANDING #6
SCHOOL MOBILE ASSESSMENT RESOURCE TEAM

THIS MEMORANDUM OF UNDERSTANDING #6, hereinafter referred to as "MOU #6," entered into this _____day of _____, 2011, which date is enumerated for purpose of reference only, is by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter called "COUNTY," Capistrano Unified School District, hereinafter called "Capistrano USD," and Saddleback Valley Unified School District, hereinafter called "Saddleback USD." This MOU #6 shall be administered by the County of Orange Chief Probation Officer, hereinafter referred to as "ADMINISTRATOR."

WITNESSETH:

WHEREAS, pursuant to Resolution No. 00-455 dated December 19, 2000, the Orange County Board of Supervisors ("BOARD") authorized ADMINISTRATOR to execute, on behalf of the Orange County Juvenile Justice Coordinating Council (JJCC), the application for Juvenile Justice Crime Prevention Act (JJCPA) funding of the Orange County Comprehensive Multi-Agency Juvenile Justice Plan, hereinafter referred to as "CMJJP;"

WHEREAS, the Board of Corrections approved the CMJJP, which included the School Mobile Assessment Resource Team, hereinafter referred to as "SMART," as a JJCPA-funded program designed to combat crimes and gang-related problems in schools and in communities where the Orange County Sheriff-Coroner's Department provides law enforcement services;

WHEREAS, on June 26, 2001, the Orange County Board of Supervisors ("BOARD") approved the "Memorandum of Understanding: School Mobile Assessment Resource Team," hereinafter referred to as "MOU #1," between the COUNTY (acting through the Sheriff-Coroner's Department, the District Attorney's Office, and the Probation Department), Capistrano USD, and Saddleback USD, for the period of July 1, 2001 to June 30, 2002, and renewed MOU #1 on the same terms, conditions and scope of work for the periods of July 1, 2002 through June 30, 2003, and July 1, 2003 through June 30, 2004;

WHEREAS, on February 8, 2005, the BOARD approved the "Memorandum of Understanding: School Mobile Assessment Resource Team," hereinafter referred to as "MOU #2," between the COUNTY, Capistrano USD, and Saddleback USD, for the period of July 1, 2004 to June 30, 2005, and renewed MOU #2 on the same terms, conditions and scope of work for the periods of July 1, 2005 through June 30, 2006, and July 1, 2006 through June 30, 2007;

WHEREAS, on June 26, 2007, the BOARD approved the "Memorandum of Understanding: School Mobile Assessment Resource Team," hereinafter referred to as "MOU #3," between Capistrano USD and Saddleback USD for the period of July 1, 2007 to June 30, 2008;

WHEREAS, on June 24, 2008, the BOARD approved the "Memorandum of Understanding: School Mobile Assessment Resource Team," hereinafter referred to as "MOU #4," between Capistrano USD and Saddleback USD for the period of July 1, 2008 to June 30, 2009;

WHEREAS, effective with MOU #4, the District Attorney's office no longer participates as a SMART service provider, and the Probation Department's SMART services are limited to providing the COUNTY's fiscal oversight consistent with JJCPA funding guidelines;

WHEREAS, on June 23, 2009, the BOARD approved the "Memorandum of Understanding #5: School Mobile Assessment Resource Team," hereinafter referred to as "MOU #5," between Capistrano USD and Saddleback USD for the period of July 1, 2009 to June 30, 2010, and ADMINISTRATOR renewed MOU #5 on the same terms, conditions and scope of work for the period of July 1, 2010 through June 30, 2011;

WHEREAS, the remaining parties wish to enter into a new agreement to continue SMART activities for July 1, 2011 through June 30, 2012; and

WHEREAS, it is necessary and appropriate that COUNTY, Capistrano USD, and Saddleback USD agree upon matters pertaining to personnel assigned to SMART, property utilized by SMART members, and liabilities that may be created by the team or by its members, while performing SMART activities.

NOW, THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

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Exhibit 1.0 Orange County Superior Court Policy:
Juvenile Court Exchange of Information, Confidentiality and Media Policy

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1.0 TERM

Subject to the termination provisions set forth in Sections 11.0 and 12.0 herein, the term of this MOU #6 shall be for a twelve (12) month period commencing on July 1, 2011, through June 30, 2012.

1.1 This MOU #6 may be renewed on the same terms and conditions upon written agreement between ADMINISTRATOR, Capistrano USD, and Saddleback USD, as may be necessary to implement new or continued funding appropriated by the State Legislature under the Juvenile Justice Crime Prevention Act, for up to two (2) additional one-year periods, with a total service period not to exceed three (3) years.

2.0 PROGRAM OBJECTIVES

The parties to this MOU #6 have implemented the SMART program to combat crimes committed by youths on, near, or impacting school campuses and communities where the Sheriff provides law enforcement services. Specific objectives of the SMART program include:

2.1 Assessment of threats of violence reported by school personnel or otherwise detected as trending from other incidents of violence in and around schools within or outside Orange County;

2.2 Prevention of the incidence or spread of violence in schools by quick responses to threats made by, or attributed to, youths who are at high risk for being victims or perpetrators of acts that incite fear, discord and potential danger in the schools;

2.3 Identification of negative or destructive behavior in at-risk youths, and in other youths with gang affiliation, so as to anticipate and prevent the occurrence of actual incidents of crime and violence in and around schools;

2.4 Development and sharing of intelligence information between COUNTY and schools;

2.5 Coordination of multi-agency activities as a single, collaborative effort merging law enforcement, gang violence suppression, prosecution, sentencing, and probation; and

2.6 Referral of arrested juveniles to community resources, family counseling, or supervised probation.

3.0 SERVICES AND RESOURCES PROVIDED BY COUNTY AGENCIES

3.1 Services: COUNTY personnel specially trained in law enforcement shall be assigned to the SMART program to work together as a team, and to perform services as described below:

3.1.1 Orange County Sheriff-Coroner Department: The Sheriff shall participate in the SMART program by:

3.1.1.1 Assigning one (1) Sergeant, one (1) Juvenile Investigator, and two (2) Deputy Sheriffs to the program, all on a full-time basis;

3.1.1.2 Assessing threats of violence on school campuses in areas in which the Sheriff acts as the primary law enforcement agency, including, but not limited to, campuses of Capistrano USD and Saddleback USD, by identifying at risk-youths and monitoring prior offenders;

3.1.1.3 Responding to reported threats or actual incidents of violence occurring on such school campuses;

3.1.1.4 During a major occurrence of violence on a school campus, attending to the safety and security of students, school personnel and the public;

3.1.1.5 Investigating the origin, nature and impact of threatened or actual incidents of violence in and around schools and communities where the Sheriff provides primary law enforcement services; and

3.1.1.6 Patrolling areas around school campuses and other locations frequented by gangs and other at-risk youths.

3.1.2 Orange County Probation Department: Probation shall participate in the SMART program by providing fiscal oversight of COUNTY'S funding utilization pursuant to JJCPA funding guidelines and Section 6.0 of this MOU #6.

3.2 Meetings: To enhance team communication and responsiveness, SMART members shall conduct meetings, as often as necessary, at the following address:

Orange County Sheriff-Coroner Department
Juvenile Service Bureau
909 North Main Street, Suite 2
Santa Ana, CA 92701

3.3 County Owned/Leased Vehicles: Purchasing Agency personnel assigned to the Sheriff Department shall ensure that department-owned vehicles are utilized whenever possible, and when necessary, shall make lease arrangements, on behalf of COUNTY, to ensure that separate vehicles are provided for each of the four (4) Sheriff employees assigned to the SMART program, consistent with COUNTY purchasing policies. The cost of utilizing County owned vehicles and, when necessary, the cost of leasing vehicles to provide four (4) vehicles in total shall be items of expenses funded under AB 1913, and may be claimed for reimbursement in accordance with the "Fiscal Accountability" provisions of Section 6 of this MOU #6.

3.4 Safety Equipment: The COUNTY agencies acknowledge that some of the SMART members, in the course of performance of their duties, will need to be in uniform, armed, and equipped with certain safety gear and accessories. It is mutually understood that the cost of outfitting the SMART members for safety will be absorbed by COUNTY through such funds as may be appropriated for the participating agencies in the COUNTY budget.

4.0 PARTICIPATION BY SCHOOL DISTRICTS

4.1 The parties acknowledge that there is a strong correlation between gang presence and violence in schools. Statistics on the increasing threats of violence, possession of weapons, and actual incidents of violence in and around schools, also suggest the need for implementing the SMART program in schools.

4.2 The Parties also acknowledge that Capistrano USD and Saddleback USD have entered into this MOU #6 to supplement their existing cooperative arrangements with the Sheriff. Participation by the school districts in the SMART program shall include the following:

4.2.1 Collaborating with SMART members to design a contingency plan for occurrences of violence on school grounds, by providing the team with maps of school facilities, class schedules, student rosters, and evacuation routes;

4.2.2 Establishing procedures for allowing SMART members access to school facilities, to enable quick response to threatened or actual incidence of violence;

4.2.3 Providing pertinent information concerning students identified as showing at-risk behavior or having gang affiliation, subject to the confidentiality provisions in Section 7 of this MOU #6 and the pupil records limitations contained in state and federal laws; and

4.2.4 Cooperating with SMART members in the investigation of threatened violence or actual crimes committed on school grounds.

5.0 PROGRAM COORDINATION AND REPORTING

5.1 SMART will be organized as a subordinate component of the Sheriff Juvenile Services Bureau. The team will fully dedicate its efforts toward the prevention of criminal activities by gangs and other violent youths in and around schools and communities where the Sheriff provides law enforcement services.

5.2 Program Coordination

5.2.1 Overall coordination of SMART activities shall be the joint responsibility of individual team members. All SMART members shall follow the direction and procedures established by the Operations Management Team, to the extent, such directions, and procedures are consistent with the policies and procedures of their employing agencies.

5.2.2 Participating COUNTY agencies shall cooperate in the team effort made by their respective personnel, while remaining consistent with the policies and procedures governing their own agencies. Team members shall remain employees of their own agencies.

5.2.3 SMART members will work together as a team, with each member supplementing and enhancing the efforts of every other team member. Coordination and communication will be ongoing during the days that team members are at work. Team members should generally not be involved in any other activities during days devoted to SMART program efforts.

5.3 Program Reporting Requirements: SMART members agree to keep records and data generated by their participation in the program. Such documentation shall be in a form and substance that will enable Probation to perform an accounting of program costs, and to measure program outcomes assessing the effectiveness of the program, as may be required for reporting to the Board of Corrections.

6.0 FISCAL ACCOUNTABILITY

6.1 Probation shall provide fiscal oversight of the SMART program, and shall administer JJCPA funding in accordance with the requirements of:

6.1.1 Government Code Sections 30062, for expending funds allocated under Assembly Bill 1913, the Schiff-Cardenas Crime Prevention Act of 2000), exclusively to provide front line law enforcement services provided by COUNTY; and

6.1.2 Government Code Section 30063, prohibiting the transfer or intermingling of funds allocated under AB 1913 with monies in any other COUNTY fund; and

6.1.3 State of California Accounting Standards and Procedures for Counties Manual issued May 2003 by the State Controller's Office, Division of Accounting and Reporting.

6.2 Probation shall issue instructions for claiming reimbursement of expenses under the SMART program. The agencies claiming reimbursements shall provide supporting documentation for expenses incurred, which shall be adequate and complete for accounting of the disbursement of JJCPA funds allocated to the program.

6.3 Within thirty (30) days following the end of each quarter, the agencies claiming reimbursements shall submit their claims to Probation for the previous quarter. Reimbursement claims shall be accompanied by source documents for services provided by personnel assigned to the SMART program, including timesheets, and records of salaries and employee benefits paid.

7.0 CONFIDENTIALITY

6.4 Capistrano USD, Saddleback USD, and COUNTY shall maintain the confidentiality of all their records in accordance with all applicable federal, state and local laws, regulations,. ordinances and directives relating to confidentiality. All records and information concerning any and all matters referred to Capistrano USD or Saddleback USD by COUNTY, or by Capistrano USD or Saddleback USD to COUNTY, shall be considered and kept confidential by all parties and their respective staff, agents, employees and volunteers as my be required by law. Information obtained by Capistrano USD, Saddleback USD, or COUNTY in the performance of this MOU #6 shall be treated as strictly confidential, and shall not be used for any purpose other than the performance of this MOU #6, except as may be required or permitted by law.

6.5 In addition to the general confidentiality provisions of Section 7.1 above, the parties specifically agree to comply with the Orange County Superior Court Policy entitled "Juvenile Court Exchange of Information, Confidentiality and Media Policy," dated September 23, 2010, or as may be amended, attached hereto as Exhibit 1.0 and incorporated herein by reference, which governs the confidentiality of juvenile record information and probation records.

6.5.1 The foregoing Juvenile Court policy was adopted in accordance with Welfare and Institutions Code Section 827 and all applicable statutes, court orders and case law. No access, disclosure or release of information regarding a minor who is the subject of Juvenile Court proceedings or any other "juvenile record information," as defined in said Juvenile Court policy, 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.

6.6 "Juvenile record information," as defined in said Juvenile Court policy is understood to include all records and data which identify the juvenile subject of the information, and associate that subject with any aspect of the administration of the Juvenile Court law of the State of California, as well as any record or data relating to any juvenile contacts and arrests even if Juvenile Court proceedings were not instituted, including records of temporary custody and detention of a minor pursuant to Welfare and Institutions Code section 625. 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 subject, whether or not generated by Capistrano USD or Saddleback USD or any COUNTY agency.

6.7 Student record information provided by Capistrano USD or Saddleback USD shall be kept confidential in accordance with federal and state laws dealing with the confidentiality of student records. To the extent such information is made available to COUNTY, and pursuant to such laws or specific court order, COUNTY shall guard the confidentiality and privacy of such information as may be required by law.

8.0 PUBLICITY

6.8 Participating COUNTY agencies shall:

6.8.1 Direct press inquiries concerning investigations and arrests to the Sergeant in charge of the Sheriff component of the SMART program.

6.8.2 Advise their respective personnel that they may comment on their own activities if consistent with the policies of their own agencies.

8.2 During the time this MOU #6 is in effect, Capistrano USD and Saddleback USD, their respective employees, volunteers, agent and officers, shall not publish or disseminate advertisements, press releases, or feature articles related to the SMART program, which reference COUNTY, without the prior written consent of the ADMINISTRATOR.

8.3 During the time this MOU #6 is in effect, COUNTY, its employees, volunteers, agents, and officers, shall not publish or disseminate advertisements, press releases, or feature articles related to the SMART program, which references Capistrano USD or Saddleback USD, without the prior written consent of the Superintendent of the respective school district.

9.0 PERMIT TO USE REAL AND PERSONAL PROPERTY

9.1 Capistrano USD permits COUNTY access to Capistrano USD campuses, and rent-free use of office space, furniture and equipment located in its offices, as may be needed by COUNTY personnel assigned to the SMART program, for facility familiarization and training, contingency preparations and planning, and for performing other related duties. Said office space, furniture, and equipment shall be adequate for performance of services under the program. The precise location, size and type of said office space, furniture and equipment will be determined by the Capistrano USD Superintendent. Capistrano USD shall supply all repair, maintenance and janitorial supplies and services to said premises, and shall be responsible for all charges for utilities to said premises.

9.2 Saddleback USD permits COUNTY access to Saddleback USD campuses, and rent-free use of office space, furniture and equipment located in its offices, as may be needed by COUNTY personnel assigned to the SMART program, for facility familiarization and training, contingency preparations and planning, and for performing other related duties. Said office space, furniture, and equipment shall be adequate for performance of services under the program. The precise location, size and type of said office space, furniture and equipment will be determined by the Saddleback Valley Superintendent. Saddleback USD shall supply all repair, maintenance and janitorial supplies and services to said premises, and shall be responsible for all charges for utilities to said premises.

9.3 COUNTY permits Capistrano USD and Saddleback USD access to the work location of SMART members, as described in Section 5.2 herein, for team meetings, contingency preparations and planning, and for attending other events related to the SMART program.

10.0 INDEMNIFICATION

10.1 COUNTY agrees to indemnify, defend with counsel approved in writing by Capistrano USD and Saddleback USD, and hold Capistrano USD, its officers, employees, and agents and Saddleback USD its officers, employees, and agents harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, or other performance provided by COUNTY pursuant to this MOU #6. Capistrano USD and Saddleback USD approval of counsel shall not be unreasonably withheld. If judgment is entered against COUNTY and Capistrano USD or Saddleback USD, by a court of competent jurisdiction because of the concurrent active negligence of Capistrano USD or Saddleback USD, COUNTY and Capistrano USD or Saddleback USD, agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

10.2 Capistrano USD agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES"), and Saddleback USD, its officers, employees, and agents harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services or other performance provided by Capistrano USD pursuant to this MOU #6. COUNTY'S approval of counsel shall not be unreasonably withheld. If judgment is entered against Capistrano USD and COUNTY or Saddleback USD by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, or Saddleback USD, Capistrano USD, COUNTY and Saddleback USD agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

10.3 Saddleback USD agrees to indemnify, defend with counsel approved in writing by COUNTY and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES"), and Capistrano USD, its officers, employees, and agents harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, or other performance provided by Saddleback USD pursuant to this MOU #6. COUNTY'S approval of counsel shall not be unreasonably withheld. If judgment is entered against Saddleback USD and COUNTY or Capistrano USD by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, or Capistrano USD, Saddleback USD, COUNTY and Capistrano USD agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

11.0 NON-APPROPRIATION

The parties acknowledge that funding or portions of funding for MOU #6 may be contingent upon State Budget approval; receipt of funds from, and/or obligation of funds by the State to COUNTY; and inclusion of sufficient funding for the services hereunder, in the budget approved by COUNTY'S Board of Supervisors for each fiscal year covered by MOU #6. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately modify or terminate MOU #6 by written notice to Capistrano USD and Saddleback USD without penalty.

12.0 TERMINATION

In addition to any other remedies or rights the Parties may have by law, Capistrano USD and Saddleback USD and COUNTY, acting through ADMINISTRATOR, have the right to terminate MOU #6 without penalty immediately with cause, or after thirty (30) days written notice without cause, unless otherwise specified. Cause shall be defined as any breach of the MOU #6, or any misrepresentation or fraud on the part of the Capistrano USD and Saddleback USD or COUNTY. Exercise by the Parties of their respective right to terminate MOU #6 shall relieve Capistrano USD and Saddleback USD and COUNTY of all further obligations, except those obligations specifically identified elsewhere in MOU #6 as surviving termination.

13.0 NOTICES

Any notices or demands to be given under MOU #6 by any party to the other parties, 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 any party may be changed by written notice given in accordance with the notice provisions of this Section. As of the date of this MOU #6, the addresses of the parties are as follows:

13.1 Notices to COUNTY shall be sent to the following:

Chief Probation Officer
County of Orange Probation Department
P.O. Box 10260
Santa Ana, CA 92711
Attn: Contract Services Manager

13.2 Notices to Capistrano USD shall be sent to the following:

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

13.3 Notices to Saddleback USD shall be sent to the following:

Clint Hardwick, Ed.D, Superintendent
Saddleback Valley Unified School District
25631 Peter Hartman Way
Mission Viejo, CA 92691

14.0 ALTERATION OF TERMS

This MOU #6, together with Exhibit 1.0 attached hereto and incorporated herein by reference, fully expresses all understanding of the parties and is the total agreement between the parties as to the subject matter of this MOU #6. No addition to, or alteration of, the terms of this MOU #6, 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 MOU #6 which is formally approved and executed by both parties.

15.0 EMPLOYEE ELIGIBILITY LANGUAGE

Capistrano USD and Saddleback USD warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Capistrano USD and Saddleback USD shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Capistrano USD and Saddleback USD shall retain all such documentation for all covered employees for the period prescribed by the law. Capistrano USD and Saddleback USD shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Capistrano USD and Saddleback USD or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

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IN WITNESS WHEREOF, the parties have caused MOU #6 to be executed in the County of Orange, State of California.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Dr. Joseph M. Farley
Superintendent

Dated: April 28, 2011

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

By: _____
Clint Harwick, Ed.D.
Superintendent

Dated: April 25, 2011

COUNTY OF ORANGE

By: Bill Campbell
Chairman of the Board of Supervisors

Dated: 5-24-11

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535

ATTEST:

By: _____
Darlene J. Bloom
Clerk of the Board of Supervisors
Orange County, California

Dated: 5-24-11

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: _____
Deputy County Counsel

Dated: 5/3/2011

* If the contracting party is a corporation, two (2) signatures are required:
One (1) signature by the Chairman of the Board, the President or Vice President; and
One (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.
In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signatory to bind the corporation.

EXHIBIT 1.0

Orange County Superior Court Policy: Juvenile Court Exchange of Information, Confidentiality and Media Policy

ORANGE COUNTY SUPERIOR COURT POLICY

TITLE: **Juvenile Court Exchange of Information, Confidentiality and Media Policy**

POLICY: Except as otherwise provided by law, the disclosure of juvenile case files, the exchange of information between and among agencies concerned with court matters effecting children, the presence of persons at juvenile court proceedings and media coverage of juvenile court matters shall be governed by this policy.

PURPOSE: The purpose of this policy is to establish the guidelines and requirements for exchange of juvenile court information.

PROCEDURE:

I. Juvenile Case Files:

All juvenile case file information received by an authorized recipient shall be safeguarded from unauthorized access or disclosure and shall not be further released to any person or agency not authorized to receive such information by statute, court order, or other lawful process.

A. Inspect and Copy: Juvenile case files may be inspected and copied without a court order by the person's or agencies listed in Welfare and Institutions Code Section 827(a) (1) (A)-(I), California Rule of Court 5.552(b) (1) (A) – (J), and Orange County Miscellaneous Orders 5.431, 526.5, and 528.6.

B. Inspect Only: Juvenile case files may be inspected without a court order by the person's or entities listed in Welfare and Institutions Code Section 827 (a) (1) (K) - (O), and California Rule of Court 5.552(b) (2) (A) & (B).

C. The following agencies may also obtain juvenile records under appropriate circumstances.

1. Law Enforcement Agencies:
Information may be furnished to any law enforcement agency. This includes the sharing of information by one law enforcement agency with another and the maintenance of the Sheriff's Central Juvenile Index. When the disposition of a minor taken into custody is available, it shall be included with any information disclosed.

Information may include crime reports, arrest reports, fingerprints, and photographs. Information may be furnished to the United States Department of Defense, Investigative Service.

2. California Department of Justice:
Information may be furnished to the State of California Department of Justice; however, the Department of Justice shall not knowingly transmit to any person or agency any information relating to an arrest or taking into custody of a minor at the time of the arrest or taking into custody, unless that information also includes the result disposition. This section shall not be construed to prohibit the Department of Justice from transmitting fingerprints, photographs, or physical description and identification data of a minor to a law enforcement agency for the purpose of obtaining identification of the minor or from requesting the history of the minor from the agency.

3. Other Federal, State or Local Departments or Agencies:
The Probation Officer or any department of the Juvenile Court is authorized to furnish information to any governmental agency making an official request as needed for implementation of statutes or regulations which require juvenile record information. Requests from agencies for which authorization is in doubt shall be referred to Juvenile Court Administration.

4. Federal Bureau of Investigation:
Information may be supplied to the Federal Bureau of Investigation provided that a disposition has been made and the minor has been declared a ward of the Juvenile Court pursuant to Welfare and Institutions Code 602 for a violation which might be punishable as a felony if committed by an adult.

5. California Department of Motor Vehicles:
Information may be furnished to the Department of Motor Vehicles as provided by statute.

6. Military Recruiters:
Information may be furnished to military recruiters upon presentation of the minor's written consent.

7. Victims and Other Parties

D. To inspect and/or copy Juvenile Court files, individuals and agencies authorized under sections A through C above must file a Declaration in Support of Request to Inspect and/or Copy Juvenile Court Records Without Court Order. The form may be filed in the Juvenile Court Clerk's Office at:

Lamoreaux Justice Center
341 The City Drive
Orange, CA 92863

E. Welfare and Institutions Code Section 827 Petitions:
Persons not authorized under sections A through C above, must obtain the Juvenile Court's authorization to inspect and/or copy Juvenile records via an 827 Petition to inspect and/or copy juvenile case files. The Petition must be filed on approved Judicial Council Forms (JV 569 – 574). The Petitioner must be specific as to the items requested and reasons for the request, as provided by California Rule of Court 5.552 (c) (1) & (2), as to the items requested and the reasons for the request. The Petition shall be filed at The Juvenile Court Clerk's Office:

Lamoreaux Justice Center
341 The City Drive
Orange, CA 92863

II. Juvenile Court Proceedings

Dependency Proceedings as governed by Welfare and Institutions Code Section 300, et seq. and Delinquency Proceedings as governed by Welfare and Institutions Code Section 600, et seq. provide that the public shall not be admitted to Juvenile Court hearings. Such hearings are characterized as confidential, not secret. [***Brian W. v. Superior Court of Los Angeles County, 20 Cal. 3d. 618(1978)***]

A. Persons Entitled to be Present:

The following persons are entitled by statute to be present at a Juvenile Court proceeding:

1. The minor who is the subject of the hearing
2. All parents, de facto parents who have standing, and guardians of the minor, or, if there is no parent or guardian residing within the state, or if their place of residence is not known, any adult relative residing within the county, or if there is none, the adult relative residing nearest the court.
3. Any counsel representing the minor or the parent, de facto parent, guardian, or adult relative
4. The probation officer or social worker as the case may be, except where waived by that person, the court, and the minor

5. The district attorney in Welfare and Institutions Code §602 proceedings

6. The district attorney in Welfare and Institutions Code §§300 and 601 proceedings, as provided in Welfare and Institutions Code§§317 and 351

7. The county counsel, when representing SSA, or SSA and the interests of the minor in Welfare and Institutions Code§300 proceedings.

8. The court clerk

9. The official court reporter

10. The bailiff

11. The public in those Welfare and Institutions §602 proceedings listed in Welfare and Institutions Code §676.

12. Victims, as defined pursuant to Welfare and Institutions Code §676.5

13. Persons providing statements pursuant to Welfare and Institutions Code §656.2.

B. Request by Minor and Parent to Admit Public:

Welfare and Institutions Code §§346 and 676 give the minor and any parent or guardian present at the hearing the right to request that the public be admitted to the hearing. If the minor and his/her parent or guardian request that the Court admit persons to the hearing, the Judge, Commissioner, or Referee should honor such request so long as those admitted observe proper courtroom decorum and their presence does not adversely affect the proper conduct of the hearing or courtroom security. WIC §§346 and 676 do not preclude the Court from excluding witnesses, either upon motion of a party or the Court's own motion.

C. Guidelines Regarding Admission to Juvenile Court Hearings:

1. Welfare and Institutions Code §§346 and 676 state that the Judge, Commissioner or Referee may admit such persons to Juvenile Court proceedings as the Court deems to have a direct and legitimate interest in the particular case or the work of the Court. Persons who might be admitted include representatives of the press, relatives or close friends of the minor, victims, law enforcement personnel, CASA, students and members of community groups interested in studying Juvenile Court proceedings.

2. The following guidelines should be followed by Judges, Commissioners, and Referees in making decisions concerning the admittance of persons to Juvenile Court hearings:

   a. Persons Conducting Research: The Court will attempt to accommodate persons conducting research in the area of juvenile justice by permitting them to attend appropriate Juvenile Court hearings. Approval should first be obtained from Juvenile Court Administration. No person conducting any form of research may interview a minor without the express written authorization of the Presiding Judge of the Juvenile Court. If the minor has a pending case before the Court, his or her attorney of record must be consulted before authorization will be given.

   b. Students: The Court will attempt to accommodate students from recognized colleges. Such visits must be arranged through Juvenile Court Administration. Groups should be limited to ten persons. (There should be minor/attorney consent.)

   c. Public or Private Agencies: Agencies directly involved in the juvenile justice system may send employees to observe court proceedings. Arrangements for these visits are to be made through Juvenile Court Administration.

III. Media Policy

Unless otherwise ordered by the court, these policies apply to print and broadcast coverage of both delinquency and dependency matters, whether taking place in or outside of the courtroom.

A. Dependency: Permission to attend the court proceedings is at the discretion of the bench officer presiding over the matter. A written request seeking permission to attend confidential proceedings must be filed.

B. Delinquency: Delinquency proceedings described in Welfare and Institutions Code, section 676(a), are open to the public. Print and broadcast media representatives may attend those proceedings without prior permission of the court. No cameras or recording equipment shall be permitted in the courtroom without prior court order. In all other delinquency cases, permission to attend the court proceedings is at the discretion of the bench officer presiding over the matter.

C. Cellular, digital or other portable telephone with camera or other recording capabilities

All portable telephones shall be turned off prior to entering a courtroom. Display of any cellular, digital or other portable telephone in the courtroom at any time may result in the immediate seizure of the device by the Orange County Sheriff's Department or other security personnel. Offenders may be removed from the courthouse and/or subject to contempt of court with appropriate fines and sanctions

D. Use of Cameras and Recording Equipment:

1. Dependency: Pursuant to California Rule of Court, Rule 1.150(e) (6) (b), the bench officer presiding over any dependency matter shall not have discretion to permit cameras or recording equipment in the courtroom.

2. Delinquency: Pursuant to California Rule of Court, Rule 1.150 (e) (6) (b), the bench officer presiding over any delinquency matter not described in Welfare and Institutions Code Section 676(a), shall not have discretion to permit cameras or recording equipment in the courtroom.

   a. Delinquency Proceedings Described in Welfare and Institutions Code section 676(a): Permission to use cameras or recording equipment while attending non-confidential delinquency court proceedings is in the discretion of the bench officer presiding over the matter. A Judicial Council Form MC 500 and proposed order MC510 must be completed and filed at Juvenile reception (located on the 2nd floor) in person or by fax (657-622-8384). This request must be filed with the reception desk by (a) 10:00 a.m. the day of the hearing for cases that are calendared for the afternoon session; or (b) 4:00 p.m. the business day before the hearing for cases that are calendared for the morning session. The reception clerk shall immediately serve each of the parties with a copy of the request.

   b. Recorded View of Minor: When photography or video recording is permitted during a delinquency court proceeding, the camera view must be restricted to the shoulders of the minor and below. No view of the front or back of the head of the minor and/or his/her family shall be recorded.

E. Identification, Check-in and Waiting Area

1. Identification: All members of the print and broadcast media must display visible identification at all times while inside Lamoreaux Justice Center

2. Check-In: Upon arrival at Juvenile Court, all members of the media shall inform Juvenile Court receptionist (located on the 2nd floor) of their presence. The receptionist shall inform the appropriate courtroom personnel of the names of the media representatives present so that their attendance can be assured when the case is called.

3. Waiting Area: Cameras and other recording equipment shall be used as directed by court security. Such equipment may not be stored or displayed in the lobby area where minors are present.

F. Locations for Interview, Recording, Photography or Video Recording

1. Inside:

a. In addition to any recording permitted in the courtroom by order of the court, interviews, video and/or sound recording are not permitted without order of Presiding Judge of Juvenile Court.

b. No photography or video recording shall take place in the hallways or lobby areas of the Lamoreaux Justice Center.

c. No photography or video recording shall take place in the courtrooms when court is not in session, before or after a case is formally called on-the-record.

2. Outside:

a. Without order of the court, interviews and video and/or sound recording may take place one hundred (100) or more feet from the front doors of Lamoreaux Justice Center.

b. Without the express consent of the child/minor, there shall be no photography or video recording of the child/minor or his/her family on the sidewalks or parking lot adjacent to the Lamoreaux Justice Center.

c. No photography or video recording shall take place within one hundred (100) feet of the front door of the Lamoreaux Justice Center. Photography or video recording beyond one hundred (100) feet of the front door of those buildings shall not include any view of the front door of the building or persons entering or leaving that door.

d. No photography or video recording shall take place at the security and/or booking entrance to the Juvenile Hall.

G. Pooling

Due to the small size of the 12 courtrooms and the limited seating available, in all cases where video recording of a delinquency case is permitted by court order for more than one broadcast media station, only a single camera shall be allowed in the courtroom. A condition of granting the order to record the courtroom session shall include a requirement that such stations arrange for a pooling and sharing of the recorded material.

H. Photography or Audio or Video Recording of Minors in Juvenile Institutions

Except upon order of the Juvenile Court, no photography or audio or video recording of minors in Juvenile Institutions within the jurisdiction of Orange County Juvenile Court is permitted.

It is so ordered:

Carolyn Kirkwood
Presiding Judge of Juvenile Court

9/23/2010
Date

Approved: **September 23, 2010**

Revised: **from 1997**

Committee: **Presiding Judge of Superior Court and Juvenile Presiding Judge**

Board of Trustees Purchase Order Listing
======== Fiscal Year: 2012-13 ========
Board of Trustees Meeting.....JUNE 27, 2012

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

PO No.	Fund	Vendor	Description	Amount
320001	1	BRIDGES TRANSITIONS CO.	SplsNonI/SupvAdmn/Dstrctwd	17,374.69
320002	11	FIRST CLASS BOOKS	Bks&Ref /Instrctn/Dstrctwd	170.51
320003	1	IMAGE 2000	Rnt&Repr/SupvAdmn/Dstrctwd	200.00
320004		VOID	VOID	0.00
320005		VOID	VOID	0.00
320006	1	HANDWRITING W/O TEARS	InstMtls/Instrctn/Kinoshta	153.08
320007	1	SCHOOL SPECIALTY	InstMtls/Instrctn/Las Palm	1,125.99
320008	1	ORIENTAL TRADING CO	InstMtls/Instrctn/Las Palm	243.15
320009		VOID	VOID	0.00
320010	1	PEARSON EDUCATION	SplsNonI/SupvAdmn/Dstrctwd	1,098.83
320011	1	ASCD	InstMtls/Instrctn/Las Palm	471.10
320012	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LadraElm	5,000.00
320013		VOID	VOID	0.00
320014	1	STAPLES ADVANTAGE	InstMtls/Instrctn/MFMS	1,500.00
320015		VOID	VOID	0.00
320016	1	PEARSON ASSESSMENTS	SplsNonI/Spch Aud/Dstrctwd	101.59
320017	1	SUPER DUPER INC.	SplsNonI/Spch Aud/Dstrctwd	119.60
320018	1	PCI EDUCATIONAL PUBLISHING	InstMtls/SEOthIns/Dstrctwd	384.01
320019	1	PEARSON ASSESSMENTS	SplsNonI/Spch Aud/Dstrctwd	758.03
320020		VOID	VOID	0.00
320021		VOID	VOID	0.00
320022	1	RENAISSANCE LEARNING INC	SplsNonI/SEOthIns/Dstrctwd	345.94
320023		VOID	VOID	0.00
320024	1	PEARSON ASSESSMENTS	SplsNonI/Spch Aud/Dstrctwd	1,261.39
320025	1	EDGEWOOD PRESS INC	InstMtls/Instrctn/Las Palm	672.36
320026	1	DISCOUNT OFFICE SERVICES	SplsNonI/SupvAdmn/Dstrctwd	3,000.00
320027		VOID	VOID	0.00
320028	1	TECH4LEARNING	NonCapEq/Instrctn/Malcom	279.00
320029	1	BIOMETRICS4ALL INC	Serv&Op /Prsnl:HR/Dstrctwd	2,000.00
320030	1	SAN JOAQUIN CTY OFFICE OF EDUC	Serv&Op /Prsnl:HR/Dstrctwd	6,207.50
320031	1	TARGETSUCCESS	Serv&Op /Prsnl:HR/Dstrctwd	4,312.16
320032	1	CODESP	Dues&Mmb/Prsnl:HR/Dstrctwd	1,850.00
320033	1	SOUTH COAST FAMILY MEDI CENTER	Serv&Op /Prsnl:HR/Dstrctwd	12,500.00
320034	1	SOUTH COAST MEDICAL GROUP	Serv&Op /Prsnl:HR/Dstrctwd	1,000.00
320035	1	DEPT OF JUSTICE	Serv&Op /Prsnl:HR/Dstrctwd	50,000.00
320036	11	COMMUNITY EDUCATION	Serv&Op /AE:FEEBS/Dstrctwd	500,000.00
320037	1	THE STUDENT PLANNER	InstMtls/Instrctn/Wood Cyn	550.90
320038	1	PREMIER SCHOOL AGENDAS	InstMtls/Instrctn/San Juan	4,195.89
320039	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Las Palm	7,000.00
320040	1	ABDO PUBLISHING COMPANY	Bks&Ref /Instrctn/Dstrctwd	965.44
320041	1	ABDO PUBLISHING COMPANY	Bks&Ref /Instrctn/Dstrctwd	965.44
320042	1	ABDO PUBLISHING COMPANY	Bks&Ref /Instrctn/Dstrctwd	965.44
320043	1	ABDO PUBLISHING COMPANY	Bks&Ref /Instrctn/Dstrctwd	965.44
320044	1	ABDO PUBLISHING COMPANY	Bks&Ref /Instrctn/Dstrctwd	965.44
320045	1	ABDO PUBLISHING COMPANY	Bks&Ref /Instrctn/Dstrctwd	965.44

Board of Trustees Purchase Order Listing
======== Fiscal Year: 2012-13 ========
Board of Trustees Meeting.....JUNE 27, 2012

PO No.	Fund	Vendor	Description	Amount
320046	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Marblehd	2,500.00
320047		VOID	VOID	0.00
320048	1	DATA CONTROL INC	InstMtls/Instrctn/Cal Prep	464.15
320049		VOID	VOID	0.00
320050	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/BAMS	1,000.00
320051	1	OFFICE DEPOT	St Rcpts/Undesig /Dstrctwd	8,649.14
320052	1	EVERYTHING MEDICAL	St Rcpts/Undesig /Dstrctwd	8,440.04
320053	1	GENERAL BINDING CORP	St Rcpts/Undesig /Dstrctwd	6,298.53
320054	1	COSTCO S.J.C.	St Rcpts/Undesig /Dstrctwd	2,269.54
320055	1	UNISOURCE	St Rcpts/Undesig /Dstrctwd	6,947.29
320056	1	SHAMROCK SUPPLY CO INC	St Rcpts/Undesig /Dstrctwd	177.14
320057	1	EAGLE	St Rcpts/Undesig /Dstrctwd	361.72
320058	1	UNISOURCE	St Rcpts/Undesig /Dstrctwd	12,160.67
320059	1	CONTRACT PAPER GROUP INC.	St Rcpts/Undesig /Dstrctwd	25,733.29
320060	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	9,595.71
320061	11	STECK-VAUGHN CO	Bks&Ref /Instrctn/Dstrctwd	127.41
320062		VOID	VOID	0.00
320063	1	UNION BANK- ACCT# 6745034800	LTD : CE/Instrctn/VarSites	2,401,681.54

51 Purchase Orders $3,116,074.53

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

PO No.	Fund	Vendor	Description	Amount
315476	68	STAPLES ADVANTAGE	SplsNonI/Enterprs/Dstrctwd	239.21
315477	1	NASCO WEST	InstMtls/Instrctn/SMS	1,183.63
315478	1	ASCD	InstMtls/Instrctn/AVMS	39.00
315479	1	KIDS INSTITUTE FOR DEVELOPMENT	NPS /NPS /Dstrctwd	11,925.00
315480	1	DIPKO, JEMILETH & MARK	Serv&Op /HlthServ/Dstrctwd	36,254.09
315481	1	MICHELLE ORTEGA, LAW OFFICE OF	Legal /SupvAdmn/Dstrctwd	16,390.91
			Serv&Op /HlthServ/Dstrctwd	3,120.00
315482	1	NATIONAL CONTROLS INC	Rntl:Oth/RR:Bldgs/Tesoro	668.63
315483	1	TEL TEC SECURITY SYSTEMS INC	NonCapEq/Sch Adm /SMS	8,521.60
315484	1	GRAPHIC SYSTEMS/PRINTERS MAIL	SplsNonI/Grph Art/Dstrctwd	1,000.00
315485	1	CINTAS CORP	Serv&Op /Saf&Trng/Dstrctwd	300.00
315486	1	CREATIVE FORMS DESIGN INC	SplsNonI/Sch Adm /Dstrctwd	497.81
315487	1	APPLE COMPUTER INC	InstMtls/SEOthIns/Dstrctwd	943.78
315488	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/CVHS	6,776.69
315489	1	COMPVIEW	InstMtls/Instrctn/LRMS	504.77
315490	1	SELECT EQUIPMENT SALES INC	Rntl:Oth/Warehse /Dstrctwd	1,622.82
315491	1	VERIZON WIRELESS	Serv&Op /TIS /Dstrctwd	152.00
315492	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/VdelMarE	2,617.95
315493	1	AMS.NET	NonCapEq/SupvAdmn/Dstrctwd	5,453.96
315494	1	B & H PHOTOGRAPHY	NonCapEq/Instrctn/Dstrctwd	3,232.39
315495	1	FOLLETT EDUCATIONAL SERVICES	9-12Text/Instrctn/Dstrctwd	964.65
315496	1	WEST COAST ARBORISTS INC.	Rntl:Oth/Op:Grnds/Dstrctwd	7,410.87
315497	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv&Op /Enterprs/Dstrctwd	632.10
315498	25	DIVISION OF STATE ARCHITECT	BI:DSA /Fac Acq /DHHS	148.84
315499	1	BOYCE INDUSTRIES	Rntl:Oth/Custodil/Dstrctwd	2,200.00
315500	1	CONSOLIDATED ELECTRICAL DISTR	SplsNonI/RR:Bldgs/Dstrctwd	10,000.00
315501	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Del Obis	7,787.00
315502	13	A & R WHOLESALE DISTRIBUTORS	Amerisrv/FoodServ/Dstrctwd	100,000.00
315503	13	GOLD STAR FOODS INC	Fd Frzn /FoodServ/Dstrctwd	450,000.00
315504	1	VAVRINEK TRINE DAY & CO LLP	Serv&Op /Bus/Fisc/Dstrctwd	18,000.00
315505	1	DANNIS WOLIVER KELLEY	Legal /SuppSvcs/Dstrctwd	25,000.00
315506	1	BARBER & GONZALES CONSULTING	Serv&Op /StaffNeg/Dstrctwd	20,000.00
315507	1	IXL LEARNING	InstMtls/RSPInstr/NHMS	199.00
315508	11	AMERICAN COUNCIL ON EDUCATION	Serv&Op /Instrctn/Dstrctwd	483.00
315509	1	PC MALL GOV	SplsNonI/Bus/Fisc/Dstrctwd	57.64
315510		VOID	VOID	0.00
315511	1	APPLE COMPUTER INC	SplsNonI/HlthServ/Dstrctwd	435.92
315512	1	DELL COMPUTER	NonCapEq/Instrctn/Benedict	13,733.39
315513	1	CAPISTRANO LAGUNA BEACH ROP	SplsNonI/Pub Info/Dstrctwd	24.00
315514	1	STAPLES ADVANTAGE	InstMtls/Instrctn/AVMS	29.46
315515	1	KENNEY, ROBERT AND MARIE	Serv&Op /Aid:Inst/Dstrctwd	18,500.00
315516	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/SJHHS	2,285.25
315517	1	FEDERAL EXPRESS CORP	Cmmnctns/Warehse /Dstrctwd	3,000.00
315518	1	KIM AND/OR, CHANDRA	Residtl /NPS /Dstrctwd	500.00
315519	1	SAN DIEGO COUNTY OFFICE OF ED	CnfrNonI/SupvAdmn/Dstrctwd	45.00

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PO No.	Fund	Vendor	Description	Amount
315520	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Las Palm	1,150.00
315521	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Las Palm	2,350.00
315522	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Las Palm	2,350.00
315523	1	DICK'S SPORTING GOODS	InstMtls/CurAthlt/CVHS	73.26
315524	1	GOODHEART-WILLCOX CO INC	InstMtls/Instrctn/SCHS	1,893.93
315525	68	KEENAN & ASSOCIATES	Serv&Op /Enterprs/Dstrctwd	18,107.00
315526	23	MTGL	BI:Arch /Fac Acq /SCHS	1,500.00
315527	1	AMS.NET	NonCapEq/TIS /Dstrctwd	12,201.88
315528	1	NETWORK HARDWARE RESALE	NonCapEq/TIS /Dstrctwd	9,545.00
315529	1	XPEDX	St Rcpts/Undesig /Dstrctwd	734.31
315530	1	COAST RECREATION INC	SplsNonI/RR:Bldgs/VdelMarE	3,180.29
315531	1	MOBILE COMMUNICATION REPAIR	NonCapEq/PuplTran/Dstrctwd	10,775.00
315532	1	MNJ TECHNOLOGIES DIRECT INC	SplsNonI/TIS /Dstrctwd	75.96
315533	1	MISSION SAN JUAN CAPISTRANO	FieldTrp/Instrctn/Moulton	99.00
315534	1	PATRICK AND AINA DELORENZO	Serv&Op /PuplTran/Dstrctwd	87.01
315535	1	DANIEL, JASON & RUTHIE	Serv&Op /NPS /Dstrctwd	1,100.00
315536	1	SCIENCE @ OC	Conf:Ins/Instrctn/Dstrctwd	2,400.00
315537	1	CREATIVE IMAGES	SplsNonI/Pub Info/Dstrctwd	300.00
315538	1	XPEDX	St Rcpts/Undesig /Dstrctwd	900.79
315539	1	W W GRAINGER INC	SplsNonI/Sch Adm /Crn Vlly	173.91
315540	1	TWO-WAY CABE	Conf:Ins/Instrctn/MFMS	500.00
315541	1	SOUTHERN CALIFORNIA GRAY LINE	Charter /DW Undst/Dstrctwd	25,000.00
315542	1	JFK TRANSPORTATION CO INC	Charter /DW Undst/Dstrctwd	20,000.00
315543	1	ORANGE UNIFIED SCHOOL DISTRICT	Charter /DW Undst/Dstrctwd	6,000.00
315544	13	EKON-O-PAC INC.	Food Sup/FoodServ/Dstrctwd	256.28
315545	1	SCHAEFFER MFG	Ppl Tran/PuplTran/Dstrctwd	4,501.45
315546	1	PARKHOUSE TIRE INC.	Ppl Tran/PuplTran/Dstrctwd	5,000.00
315547	1	1 DAY PAINT AND BODY	Rntl:Oth/PuplTran/Dstrctwd	5,000.00
315548	1	FREEWAY AUTO SUPPLY & MACHINE	SplsNonI/Dist Veh/Dstrctwd	1,000.00
315549	1	TRANSTRAKS	Serv&Op /PuplTran/Dstrctwd	10,800.00
315550	1	DANIELS TIRE SERVICE	SplsNonI/Dist Veh/Dstrctwd	5,000.00
315551	1	TIFCO INDUSTRIES	Ppl Tran/PuplTran/Dstrctwd	1,500.00
315552	1	ROBIN LEE MORRIS	CnsltNon/PsychSer/Dstrctwd	4,000.00
315553	1	TUTTLE-CLICK FORD	Rntl:Oth/Dist Veh/Dstrctwd	10,000.00
315554	1	FRICTION MATERIALS CO.	Ppl Tran/PuplTran/Dstrctwd	10,000.00
315555	1	CARLOS GUZMAN INC	Rntl:Oth/PuplTran/Dstrctwd	10,000.00
315556	1	FLEET SERVICE SPECIALISTS LLC	Rntl:Oth/PuplTran/Dstrctwd	10,000.00
315557	1	RINCON TRUCK PARTS	Ppl Tran/PuplTran/Dstrctwd	10,000.00
315558	1	JASPER ENGINE & TRANSMISSION	Rntl:Oth/Dist Veh/Dstrctwd	10,000.00
315559		VOID	VOID	0.00
315560	1	NORGREN, RYAN	InstMtls/Instrctn/VarSites	285.51
315561	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv&Op /Enterprs/Dstrctwd	149.43
315562	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Chaparal	308.58
315563	1	COUNTY OF ORANGE	Sub MHBC/NPS /Dstrctwd	2,247.41
315564	1	OC COMMUNITY FOUNDATION	InstMtls/SDCInstr/Dana ENF	558.00
315565	1	DELL SALE SERVICES	Serv&Op /TIS /Dstrctwd	54.86
315566	1	SAN DIEGO COUNTY OFFICE OF ED	CnfrNonI/SupvAdmn/Dstrctwd	45.00
315567	1	FARLEY, JOSEPH M	InstMtls/Instrctn/VarSites	406.84
315568	1	CHERYL BERNHARDT	Serv&Op /SEOthIns/Dstrctwd	270.00
315569	1	CALIFORNIA DEPT OF EDUCATION	Serv&Op /NPS /Dstrctwd	17,800.51

86 92 Purchase Orders $1,022,561.57

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

PO No.	Fund	Vendor	Description	Amount
5157	87	ORANGE COUNTY REGISTER	Serv&Op /Fac Acq /FNMS	2,215.60
5158	98	MTGL	BI:CTest/Fac Acq /SJHHS	13,000.00
5159	87	WLC ARCHITECTS INC	BI:Arch /Fac Acq /CVHS	90,000.00

3 Purchase Orders $105,215.60

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
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Warrant Number	Name of Payee	Reference Number	Amount
175192	A Z BUS SALES INC	PO-310563	1,085.86
		PO-312255	19,395.00
		PO-314020	1,215.88
175193	ACHIEVEMENT PRODUCTS	PO-315315	108.26
175194	AIR CONDITIONING CONTROL SYS	PO-310236	433.33
175195	ASCD	PO-315478	39.00
175196	BADEN SPORTS INC	PO-313953	27.84
175197	BIO CORPORATION	PO-315355	539.40
175198	BOYCE INDUSTRIES	PO-310292	839.27
		PO-310560	187.96
		PO-315499	1,013.21
175199	C D T INC.	PO-310795	573.25
175200	CARD INTEGRATORS	PO-315416	257.94
175201	CRUCIAL TECHNOLOGY	PO-314797	90.48
175202	DELL MARKETING L P	PO-314879	884.21
		PO-315296	2,909.02
		PO-315300	189.62
		PO-315305	971.63
		PO-315366	1,939.36
175203	DICK BLICK WEST	PO-315249	3,769.80
175204	FLINN SCIENTIFIC INC	PO-315376	123.48
175205	GAMETIME	PO-314026	6,330.84
175206	GANAHL LUMBER	PO-310309	483.20
		PO-310334	59.94
175207	GRAPHIC SYSTEMS	PO-310118	730.28
		PO-315484	110.54
175208	GUNTHER'S ATHLETIC	PO-312446	571.12
		PO-313172	6,780.72
175209	HAAN CRAFTS	PO-310190	210.00
175210	JM MCKINNEY COMPANY	PO-314784	21.86
175211	JOHNSTONE SUPPLY	PO-314550	3,851.97
175212	JOSTENS	PO-313593	715.57
175213	LAKESHORE LEARNING MATERIALS	PO-314551	243.16
175214	LAKESHORE LEARNING MATLS	PO-314775	237.69
175215	LYLE, JENNIFER	PV-124904	20.00
175216	POLLARD, CAROL	PV-124905	50.45
175217	KHATIBLOO, SHOURA	PV-124902	51.00
175218	BOJORQUEZ, LYDIA	PV-124901	328.50
175219	LAMBIASE, AMY	PV-124903	285.00
175220	ORANGE COUNTY DEPT OF EDUCATIO	PO-313296	49,980.00
175221	RSCCD	PO-313825	600.00
175222	XEROX CORPORATION	PO-310121	136.87
175223	OPPORTUNITY FOR LEARNING	PV-124899	984.09
		PV-124907	250.82
175224	SAN DIEGO GAS & ELECTRIC	PO-310354	39,062.80

Attachment 2

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
175225	SANTA MARGARITA WATER	PO-310357	6,119.69
175226	SO CAL GAS CO	PO-310352	2,055.36
175227	SO COAST WATER DIST	PO-310355	3,376.76
175228	BOWIE ARNESON WILES &	PO-314989	2,820.00
175229	CITY OF SAN JUAN CAPISTRANO	PO-310360	9,605.80
175230	COASTAL BLUE	PO-311371	549.53
175231	MAIER INTERNATIONAL INC	PO-311026	23,946.76
175232	MOULTON NIGUEL WATER	PO-310358	5,278.81
175233	SAN DIEGO GAS & ELECTRIC	PO-310354	88,657.18
175234	SANTA MARGARITA WATER	PO-310357	7,889.62
175235	SO CAL GAS CO	PO-310352	12,538.71
175236	SO COAST WATER DIST	PO-310355	2,554.23
175237	SOUTHERN CALIFORNIA EDISON	PO-310353	6,437.24
175238	THE PLANNING CENTER	PO-313922	3,186.25
175239	MTGL	PO-315526	1,500.00
175240	DIVISION OF STATE ARCHITECT	PO-315498	148.84
175241	ALPINE ACADEMY	PO-314677	7,021.00
175242	AUTISM BEHAVIOR CONSULTANTS	PO-311062	4,639.00
175243	BLIND CHILDRENS LRNG CTR	PO-310069	680.00
		PO-313047	3,034.00
175244	CENTER FOR AUTISM &	PO-311557	922.38
		PO-311947	1,312.50
175245	CLARINDA ACADEMY	PO-313711	8,944.00
		PO-314326	8,944.00
175246	CROMWELL, PATRICIA	PO-310498	375.00
175247	DEVEREUX TEXAS TREATMENT	PO-310061	8,968.80
175248	EDUCATIONAL BASED SERVICES	PO-313930	5,360.00
175249	FARRELL, MIN KIM AND DONALD	PO-311004	3,230.00
175250	GARCIA, IRMA	PO-313095	1,665.00
175251	HARRIS, SUE & ALEX	PO-310254	1,161.21
175252	HEAR NOW ABRAMSON AUDIOLOGY	PO-310805	5,227.50
175253	HEBERT, DEBRA	PO-310615	1,440.00
		PO-310617	340.00
		PO-311593	1,080.00
		PO-311594	1,680.00
		PO-314233	480.00
175254	HERITAGE CENTER	PO-310273	13,204.80
		PO-315170	3,473.04
175255	KENNEY, ROBERT AND MARIE	PO-311007	5,810.00
175256	KIM AND/OR, CHANDRA	PO-311591	293.32
		PO-315518	22.88
175257	KRANTZ, TRICIA ELIZABETH	PO-313094	1,735.20
175258	LEE, EUNJUNG AND/OR DAEHOE	PO-313652	1,107.46
175259	LEISURE CARE NURSES REGISTRY	PO-310047	4,845.00
175260	MAXIM HEALTHCARE SERVICES	PO-310046	6,072.00

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Warrant Number	Name of Payee	Reference Number	Amount
175261	MCCORMACK, MARC AND/OR KRISTA	PO-311083	1,495.55
175262	OAK GROVE INSTITUTE	PO-312222	7,917.00
		PO-312976	7,917.00
		PO-314191	7,917.00
		PO-314325	7,917.00
175263	OAK GROVE SCHOOL	PO-312504	3,280.00
175264	ORANGE CTY DEPT EDUC	PO-311398	342,869.75
175265	ORANGE CTY TESTING SERV	PO-310768	50.00
175266	PARADIGM HEALTH CARE SERVICES	PO-311654	4,222.83
175267	PROVIDENCE SPEECH AND HEARING	PO-314625	55.00
175268	RAINS, SANDY AND MAYNARD	PO-311084	451.50
175269	TERI INC	PO-310062	2,585.11
175270	THERAPEUTIC EDUCATION CENTER	PO-310619	5,280.00
		PO-311016	3,600.00
		PO-313610	3,600.00
		PO-314902	2,795.00
		PO-315352	7,875.00
175271	WEST SHIELD ADOLESCENT	PO-310495	3,098.37
175272	WIELATH, JOSEPH AND/OR LIVIA	PO-315350	954.55
175273	YELLOWSTONE BOYS & GIRLS RANCH	PO-310072	6,300.00
		PO-314900	6,300.00
175274	ACE TUTORING	PO-313334	2,442.46
175275	ART MASTERS INC	PO-311076	24.00
		PO-311528	1,310.00
		PO-312687	1,848.00
175276	ATKINSON ANDELSON LOYA	PO-311283	12,056.01
		PO-311638	4,420.06
175277	BARBER & GONZALES CONSULTING	PO-313912	9,066.34
		PO-315506	1,019.94
175278	BASIC EDUCATIONAL SERVICES	PO-313266	1,197.00
175279	BEYOND TECHNOLOGY	PO-315441	5,952.00
175280	CAMPCO	PO-311366	10,302.00
175281	CLUB Z IN HOME TUTORING	PO-313267	2,070.21
175282	EDUCATIONAL ADVANTAGE LLC	PO-313330	165.00
175283	FRIENDLY COMMUNITY OUTREACH	PO-313337	1,440.00
175284	GARCIA, IRMA	PO-310939	1,920.00
175285	KRANTZ, TRICIA ELIZABETH	PO-311227	1,440.00
175286	PROFESSIONAL TUTORS OF AMERICA	PO-311021	2,730.00
		PO-313338	5,848.00
175287	SMART KIDS TUTORING & LEARNING	PO-313340	926.49
175288	STUTZ ARTIANO SHINOFF & HOLTZ	PO-311490	10,846.08
175289	SYLVAN LEARNING CTR OF LAGUNA	PO-314560	184.32
175290	T DAVIS & ASSOCIATES INC	PO-310373	2,916.66
175291	YMCA OF ORANGE COUNTY	PO-311668	8,671.28
175292	GARCIA, IRMA	PO-311039	360.00

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
175293	STEIN, CHRISTINE E	PO-311319	3,360.00
175294	ANDRE, MARLA	PV-124946	245.00
175295	BANH, JULIE/NAM	PV-124936	187.58
175296	CORTEZ, JENNIFER	PV-124945	255.00
175297	HOEL, DAVID OR JILL	PV-124937	213.83
175298	LPR PUBLICATIONS	PO-315394	270.00
175299	ALISO AQUATICS	PV-124942	4,317.60
175300	BRUMMETT, ELIZABETH	PV-124938	2,382.80
175301	CHOU, LING D.	PV-124943	613.20
175302	CREATIVE GYMNASTICS	PV-124940	600.00
175303	FIT KIDS AMERICA	PV-124944	18,505.90
175304	FUTURE BUILDERS WITH BRICKS	PV-124941	6,457.80
175305	MAD SCIENCE	PV-124939	24,217.90
175306	MIND RESEARCH INSTITUTE	PO-314751	3,325.00
175307	MNJ TECHNOLOGIES DIRECT INC	PO-314541	1,889.72
		PO-314823	146.20
		PO-315289	144.39
		PO-315290	72.20
175308	MOBILE COMM REPAIR INC	PO-315531	10,775.00
175309	PRAXAIR	PO-310550	39.75
		PO-313776	46.41
		PO-315132	400.00
175310	RIFTON EQUIPMENT	PO-314884	835.06
175311	SEHI COMPUTER	PO-313557	853.11
175312	SPARKLETTS	PO-310505	20.76
		PO-311281	70.46
		PO-311307	449.75
		PO-311603	50.55
		PO-311939	27.01
		PO-312006	63.34
		PO-312177	86.73
		PO-312900	23.91
175313	STAPLES ADVANTAGE	CM-120121	5.04-
		PO-314143	18.43
		PO-314854	557.50
		PO-315217	12.84
175314	WEST COAST ARBORISTS INC.	PO-315090	629.76
		PO-315496	7,410.87

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
175315	SPARKLETTS	PO-311485	8.51
		PO-311486	8.57
		PO-311487	8.51
		PO-311488	6.52
		PO-311489	6.00
		PO-311491	2.37
		PO-311492	8.51
		PO-311494	12.96
		PO-311495	21.62
		PO-311496	6.45
		PO-311497	22.03
		PO-311498	6.46
		PO-311499	10.56
		PO-311500	20.81
		PO-311502	15.13
		PO-311503	20.00
		PO-311504	19.28
		PO-311505	6.51
		PO-311506	53.03
		PO-311507	20.22
		PO-311508	4.10
		PO-314966	116.61
175316	STAPLES ADVANTAGE	PO-310147	69.95
175317	STAPLES ADVANTAGE	PO-310541	112.20
175318	BENS ASPHALT	PO-315501	7,787.00
175319	COMMERCIAL FENCE & IRON WORKS	PO-310295	792.00
		PO-314809	2,095.03
175320	CONSOLIDATED ELECT DISTR	PO-315408	328.47
		PO-315447	1,092.35
		PO-315500	6,384.12
175321	E. STEWART AND ASSOCIATES	PV-125018	100.00
175322	PACIFIC MOBILE HOME CONS	PO-310300	2,097.40
175323	PACIFIC PLUMBING COMPANY OF	PV-125019	100.00
175324	PACIFIC ROOFING SYSTEMS	PO-315120	18,851.00
175325	STATE BD EQUALIZATION	PV-124989	3,427.00
175326	US BANK CORP PAYMENT SYSTEM	-	
		PV-124947	180.00
		PV-124948	497.70
		PV-124949	13,552.81
		PV-124950	215.14
175327	US BANK CORP PAYMENT SYSTEM	PV-124950	5,944.01
175328	TANDUS FLOORING INC.	PO-310343	1,868.55
175329	CAPISTRANO UNIFIED SCHOOL DIST	PO-310247	120,771.60

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175330	DISCOUNT OFFICE SERVICES	PO-310149	8.07
		PO-310943	65.01
		PO-312722	630.18
		PO-313663	174.34
		PO-313667	364.96
175331	LAKESHORE	PO-314193	445.23
		PO-314740	1,400.00
		PO-315241	25.54
		PO-315321	254.68
175332	BIRTCH, BROOK	PV-124952	15.00
175333	DANIELS, DEBORAH	PV-124953	29.26
175334	HAHN, SHAYNA	PV-124954	15.00
175335	HIGHTOWER, SHERLIN	PV-124955	204.73
175336	LANDAU, SCOTT	PV-124956	15.00
175337	POTTORFF, SAMUEL	PV-124957	15.00
175338	SORIA, RICHARD	PV-124958	67.00
175339	BEAHM, BROOKE	PV-124951	19.37
175340	AFROUZEH, GOLY	PV-124959	59.94
175341	BRADLEY, JUDITH S	PV-124960	63.83
175342	CARLISLE, TERESA	PV-124961	51.62
175343	CUNNINGHAM, CHADWICK	PV-124962	86.58
175344	DIXON, AURORA	PV-124963	103.79
175345	DOUGLAS, TERRI A.	PV-124964	78.26
175346	ENTWISTLE, MARLA	PV-124965	22.20
175347	EVANS, LAURA	PV-124966	406.82
175348	FRANCO, MARIA	PV-124967	61.05
175349	GELLER, DIANE	PV-124969	91.02
175350	GRAY, LISA	PV-124970	83.25
175351	HERVEY, ROBIN	PV-124971	148.74
175352	HIGHTOWER, SHERLIN	PV-124972	82.14
175353	HILL, DAWN	PV-124973	147.08
175354	JACOBS, ALLISON	PV-124974	142.64
175355	JIMENEZ, LETICIA	PV-124975	9.99
175356	KENNEY, VALERIE	PV-124976	49.95
175357	KIMINAS, ANTHONY	PV-124977	130.98
175358	KLISTER, PAMELA	PV-124978	87.14
175359	KROGMAN, DEBRAH	PV-124979	23.87
175360	LAWING, KORIN	PV-124980	29.97
175361	LUDLOW, JACK	PV-124981	13.32
175362	O'KANE, MONIKA	PV-124982	55.50
175363	PETTEY, STEPHANIE	PV-124983	122.10
175364	ROCHE, ANN	PV-124984	181.49
175365	RODRIGUEZ, LAURA	PV-124985	83.81
175366	TALILI, MAILUMAI	PV-124986	194.25
175367	TAYLOR, JULIE	PV-124987	68.82

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175368	WIEDEMAN, LORI	PV-124988	170.39
175369	FREY, DEBORAH	PV-124968	11.66
175370	AAA ELECTRIC MOTOR SALES	PO-310238	807.98
		PO-315407	770.92
175371	AARDVARK CLAY	PO-315443	184.36
175372	ACT FINANCE	PO-313963	264.00
175373	APPLE COMPUTER INC	PO-314733	955.90
		PO-314734	2,335.86
		PO-315155	1,721.91
		PO-315346	2,718.36
		PO-315354	1,527.58
		PO-315373	2,928.47
		PO-315375	3,262.04
		PO-315377	543.67
		PO-315380	552.29
		PO-315389	1,028.55
175374	B & H PHOTOGRAPHY	PO-314890	1,315.67
175375	BEACH CITIES GLASS	PO-310572	477.27
175376	BILL WISLON	PO-314083	841.74
175377	BIOMETRICS4ALL INC	PO-310470	30.00
175378	BJ BINDERY	PO-312305	830.00
175379	BYTES OF LEARNING INC	PO-313079	39.95
175380	CAL TRACK RECONDITIONING	PO-314377	804.25
175381	CAMCOR INC	PO-314866	537.66
		PO-315164	1,463.84
175382	CAPISTRANO LAGUNA BEACH ROP	PO-315513	24.00
175383	CINTAS CORP	PO-315018	1,386.09
175384	COMPVIEW	PO-315285	669.24
175385	CURRICULUM ASSOCIATES	PO-315437	401.79
175386	DELL MARKETING L P	PO-313311	1,696.24
		PO-314871	2,707.86
		PO-314873	6,723.74
		PO-314875	172.58
		PO-314963	157.32
		PO-315361	4,847.88
		PO-315397	4,237.80
175387	DICK BLICK WEST	PO-315246	968.89
175388	DUNN-EDWARDS CORP	PO-310333	1,067.86
175389	GALE/CENGAGE	PO-314729	957.22
175390	INFOBASE LEARNING	PO-315238	194.96
175391	AMERICAN COUNCIL ON EDUCATION	PO-315508	483.00
175392	DELL MARKETING L P	PO-315359	5,085.36
175393	CINTAS	PO-310420	1.45
175394	CINTAS CORP	PO-315485	291.69
175395	CONTRACT PAPER GROUP INC.	PO-315462	22,138.74

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175396	ECS IMAGING INC	PO-314608	5,219.69
175397	ESCO EAR SERVICE CORP	PO-315330	150.00
		PO-315333	150.00
175398	FEDERAL EXPRESS CORP	PO-315181	554.06
		PO-315517	275.18
175399	FLINN SCIENTIFIC INC	PO-315367	412.05
		PO-315372	245.73
		PO-315378	315.05
175400	GLASS SPECTRUM	PO-312678	182.52
175401	GOPHER ATHLETIC/SPORTS	PO-315459	61.68
175402	GRAPHIC SYSTEMS	PO-315484	546.99
175403	HIRSCH PIPE & SUPPLY	PO-310336	3,641.53
175404	IMAGE 2000	PO-310338	380.65
		PO-312170	166.06
		PO-315070	188.56
		PO-315403	837.74
175405	JIM'S MUSIC CENTER	PO-315177	537.67
175406	JOHN DEERE LANDSCAPES	PO-315405	131.92
175407	JOHNSTONE SUPPLY	PO-314550	859.35
175408	KELLY PAPER COMPANY	PO-310113	2,017.78
175409	LAMA SEWING KITS	PO-314253	422.32
175410	LAWNMOWERS ETC	PO-310327	1,631.37
175411	LOCAL JANITORIAL & VACUUM	PO-312915	1,095.75
175412	EXECUTIVE ENVIRONMENTAL SVCS	PO-315497	632.10
175413	AQUARIUM OF THE PACIFIC	PO-314847	870.00
175414	CALIFORNIA WEEKLY EXPLORER INC	PO-313078	1,116.50
175415	CERTIFIED TRANSPORTATION	PV-125021	599.04
175416	CITY OF SANTA ANA	PO-314616	384.00
175417	COMMUNITY ROOTS	PO-311308	37,168.00
175418	Capistrano Connections Academy	PO-312219	495,515.00
175419	DISCOVERY SCIENCE CENTER	PO-314990	2,176.00
175420	JFK TRANSPORTATION CO INC	PV-124996	4,281.75
175421	JOURNEY CHARTER SCHOOL	PO-312227	83,018.00
175422	OCEAN INSTITUTE	PO-314367	2,250.00
		PO-315520	1,150.00
		PO-315521	2,350.00
		PO-315522	2,350.00
175423	OPPORTUNITY FOR LEARNING	PO-311334	53,804.00
175424	ORANGE COUNTY DEPT OF EDUCATIO	PO-314609	20,400.00
175425	OXFORD ACADEMY	PO-311336	171,851.00
175426	PALI MOUNTAIN INSTITUTE	PO-313290	19,155.00
175427	RANCHO MISSION VIEJO LAND	PO-315220	1,530.00
175428	SOUTHERN CALIFORNIA GRAY LINE	PV-125001	2,552.58
175429	XEROX CORPORATION	PO-310121	261.06
175430	OPPORTUNITY FOR LEARNING	PV-125020	7,400.99

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175431	BEAUCHAINE, KIMBERLY	PV-124990	557.78
175432	CAMPBELL, MEGAN	PV-124991	22.76
175433	CRAW, SARA JO	PV-124993	91.02
175434	CURLEY, JULIE	PV-124994	34.41
175435	FLUENT, TERRY	PV-124995	52.17
175436	GRIFFITH, LINDA	PV-124997	47.18
175437	HESSELTINE, CHRISTINA	PV-124998	139.86
175438	HILL, DAWN	PV-124999	180.93
175439	HOOPER, GWYNETH	PV-125000	17.21
175440	MAGWOOD, DONNA KATHERINE	PV-125002	59.94
175441	MCCORMICK, LENORE	PV-125003	18.87
175442	MEISSNER, ANDREA	PV-125004	566.66
175443	MORROW, ELYSE	PV-125005	61.05
175444	NORRIS, MAUREEN	PV-125006	78.26
175445	O'TONER, ERIC M	PV-125007	13.32
175446	ROGERS, MALISSA	PV-125008	19.98
175447	SANTOS, CHRIS	PV-125009	24.42
175448	STOFFEL, DAVID E	PV-125010	63.83
175449	TALILI, MAILUMAI	PV-125011	94.91
175450	THOMAS, JANICE	PV-125012	113.22
175451	TOWNLEY, MICHELLE	PV-125013	12.21
175452	UMINSKY, ALMA	PV-125014	46.62
175453	WISEMAN, HOLLY	PV-125015	482.85
175454	WOODWARD, JENNIFER	PV-125016	27.75
175455	YOTA, DENISE	PV-125017	37.19
175456	CARSE, BARBARA	PV-124992	38.85
175457	JENNIFER TAPS RICHARD	PO-315165	269.59
175458	MAIL FINANCE	PO-315280	1,101.82
175459	MILLER MECHANICAL	PO-313529	395.88
175460	MONTGOMERY HARDWARE COMPANY	PO-314994	7,942.47
175461	MOORE'S SEWING MACHINE	PO-310164	283.51
175462	MUNICIPAL UNDERGROUND SERVICES	PO-310299	370.00
175463	NATIONAL CONTROLS INC	PO-315482	668.63
175464	NILES BIOLOGICAL	PO-312132	70.35
175465	OFFICE DEPOT	PO-310544	600.51
		PO-314275	205.53
175466	ONE STOP BINDERY	PO-315183	305.00
175467	ORANGE COUNTY PROBATION DEPT	PO-310688	650.00
175468	ORANGE COUNTY REGISTER	PO-310523	1,367.28
175469	PARKHOUSE TIRE INC.	PO-314705	1,952.52
175470	PRUDENTIAL OVERALL SUP	PO-310117	65.72
175471	R&S SOIL PRODUCTS INC	PO-312908	3,995.27
		PO-313513	3,778.85
		PO-315117	1,341.53
175472	RADIO SHACK ACCOUNTS REC	PO-311224	28.92

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175473	REEL LUMBER	PO-315222	975.14
175474	SCHAEFFER MFG	PO-310573	4,361.45
		PO-315545	4,501.29
175475	SKYLINE PEST CONTROL	PO-314040	2,310.00
175476	SMARDAN SUPPLY COMPANY	PO-310348	254.38
175477	WAL MART COMMUNITY/GECRB	PO-310425	17.14
175478	WAL MART COMMUNITY/GECRB	PO-311234	80.42
		PO-311640	294.80
		PO-314206	241.75
		PO-314851	264.66
		PO-314852	1,215.07
175479	OFFICE DEPOT	PO-310139	726.27
175480	WAL MART COMMUNITY/GECRB	PO-311296	120.77
		PO-311298	128.01
175481	WAL MART COMMUNITY/GECRB	PO-311295	83.90
		PO-312275	292.66
175482	CONSOLIDATED ELECT DISTR	PO-315500	2,007.56
175483	PACIFIC ROOFING SYSTEMS	PO-314788	1,736.00
		PO-315414	10,457.00
175484	TANDUS FLOORING INC.	PO-315402	2,208.48
175485	CORVEL CORPORATION	PO-310025	20,216.44
175486	CREATIVE IMAGES	PV-125039	32.33
175487	DIAZ, ESMERALDA	PV-125033	20.00
175488	GUITIERREZ, MARIA DEL PILAR	PV-125036	20.00
175489	LINARES, VERONICA	PV-125040	20.00
175490	MCKEEHAN, DONALD	PV-125042	20.00
175491	NORGREN, RYAN	PV-125047	285.51
175492	RUVALCABA-RIVERA, NICHOLAS	PV-125043	28.00
175493	TIEMPOS, EDUARDO	PV-125044	14.00
175494	VAZQUEZ, FABIAN	PV-125045	19.00
175495	WILES, MIRANDA	PV-125046	91.00
175496	BARNETT, ROSARIO	PV-125032	50.00
175497	GARCIA, MARTHA	PV-125034	83.00
175498	GORMAN, RON	PV-125035	19.00
175499	HAJIHASSANZADEH, BRANDON	PV-125037	188.00
175500	MALLOY, DEB	PV-125041	74.00
175501	KLEIN, MARY	PV-125038	285.00
175502	ANTONIUS, LYNDA	PV-125048	118.77
175503	AVILA, THERESE	PV-125049	136.53
175504	BAPTISTE, NATALIE	PV-125050	44.40
175505	BARRETT, JANET S	PV-125051	102.12
175506	BEAUCHAINE, KIMBERLY	PV-125052	144.30
175507	BENE, CHERI	PV-125053	203.69
175508	BOWDEN, JOANNA	PV-125054	77.15
175509	BRADLEY, JUDITH S	PV-125055	112.67

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175510	BROWN, SUSAN L.	PV-125056	31.08
175511	BUCKMAN, JONATHAN T.	PV-125057	105.46
175512	CARLISLE, TERESA	PV-125058	86.03
175513	CARRILLO, ANDREA	PV-125059	201.47
175514	CLARK, TIFFANY	PV-125060	57.17
175515	COPPAGE, CARRI	PV-125061	124.32
175516	COPPOLA, LUCI	PV-125062	155.40
175517	COX, LINDA	PV-125063	168.72
175518	DEWEES, JULIA	PV-125064	67.71
175519	DIXON, AURORA	PV-125065	98.79
175520	EATON, ANDREA	PV-125066	86.03
175521	BANH, JULIE/NAM	PV-125067	686.25
175522	BANNERMAN, CARY & KELLY	PV-125068	256.63
175523	BECERRIL, ARTURO OR BLANCA	PV-125070	61.09
175524	BELANGER, JEFF	PV-125071	624.30
175525	BOYD, VALERIE	PV-125072	104.23
175526	LUNA-BARKLAGE, LETICIA	PV-125069	524.32
175527	AMERICAN LOGISTICS COMPANY LLC	PO-311532	15,860.00
175528	CALIFORNIA WEEKLY EXPLORER INC	PO-313428	1,320.00
175529	ENTERPRISE FLEET SERVICES	PO-310591	1,534.89
175530	OCEAN INSTITUTE	PO-313214	4,650.00
		PO-313217	4,650.00
175531	PALI MOUNTAIN INSTITUTE	PO-314371	40,475.00
175532	RANCHO MISSION VIEJO LAND	PO-314028	1,100.00
175533	AUTISM SPECTRUM THERAPIES	PO-311061	3,038.10
		PO-314189	11,632.50
175534	BERKOWITZ, SUSAN	PO-315472	589.85
175535	EDUCATIONAL BASED SERVICES	PO-313930	5,360.00
175536	LEISURE CARE NURSES REGISTRY	PO-314190	3,762.00
175537	MOULTON NIGUEL WATER	PO-310358	7,541.81
175538	RAINBOW CONNECTION	PO-311902	412.00
175539	SAN DIEGO GAS & ELECTRIC	PO-310354	21,499.70
175540	SO CAL GAS CO	PO-310352	1,407.86
175541	SOUTHERN CALIFORNIA EDISON	PO-310353	68,889.76
175542	A Z BUS SALES INC	PO-310563	3,707.88
		PO-314020	0.09
175543	ADVANCED EXERCISE EQUIPMENT	PO-314825	5,560.98
175544	ADVANTAGE RADIATOR	PO-315278	1,076.40
175545	ALISO NIGUEL AUTO CARE	PO-314981	5,232.71
175546	ALISO VIEJO AUTO SERVICE	PO-310568	751.24
		PO-315274	2,553.23
175547	AQUATIC TECHNOLOGIES	PO-315087	591.00
175548	ARROW RESTAURANT EQUIPMENT	PO-314461	1,945.02
175549	B & H PHOTOGRAPHY	PO-315196	2,842.00
		PO-315494	2,999.90

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175550	BEE MAN	PO-310294	490.00
175551	BJ BINDERY	PO-312305	583.00
175552	BLAIRS TOWING	PO-315276	250.00
175553	BOYCE INDUSTRIES	PO-315499	462.12
175554	BUSWEST	PO-311681	262.96
175555	CAL-STATE AUTO PARTS INC	PO-310595	1,561.93
175556	CAMCOR INC	PO-314868	1,424.94
		PO-315192	3,768.42
		PO-315283	4,828.43
175557	CAPISTRANO GOLF CARS	PO-310323	723.50
		PO-310349	90.22
175558	CARLOS GUZMAN INC	PO-315555	6,346.00
175559	CAROLINA BIOLOGICAL SUPPLY CO	PO-315388	848.62
175560	CHEF TOYS	PO-315308	1,000.00
175561	CHEFS TOYS	PO-315216	1,249.94
175562	CHEVROLET OF IRVINE	PO-310593	518.77
175563	CINTAS CORPORATION #640	PO-311208	964.14
175564	CLARK SECURITY PRODUCTS	PO-310331	1,284.92
175565	COSTCO S.J.C.	PO-315205	189.18
175566	CREATIVE CONTRACTORS CORP	PO-310296	450.00
		PO-313158	400.00
		PO-314218	850.00
		PO-314622	1,600.00
		PO-314787	650.00
		PO-314864	550.00
175567	CREATIVE IMAGES	PO-315537	300.00
175568	DANIELS TIRE SERVICE	PO-314773	6,701.46
		PO-315550	5,000.00
175569	DICK BLICK WEST	PO-315247	684.88
		PO-315248	320.77
		PO-315371	41.92
175570	FLINN SCIENTIFIC INC	PO-315374	110.13
175571	FOLLETT LIBRARY RESOURCES	PO-315133	4,779.31
175572	GALE/CENGAGE	PO-315134	3,714.73
175573	ITD PRINT SOLUTIONS	PO-315126	135.98
175574	INTUIT	PO-315468	495.65
175575	BENS ASPHALT	PO-315448	4,645.81
175576	UNION BANK OF CALIFORNIA	PO-311924	15,455.98
175577	CORVEL CORPORATION	PO-310023	168,386.06
175578	CAPISTRANO UNIFIED SCHOOL DIST	PO-310247	58,360.24
175579	CORVEL CORPORATION	PO-310025	22,764.53
175580	1 DAY PAINT AND BODY	PO-315277	3,302.63
175581	COX COMMUNICATIONS	PO-311783	10,790.98
175582	MISSION AUTO SERVICE	PO-314708	2,650.01
175583	NONSTOP VOLLEYBALL	PO-314930	650.91

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175584	PACIFIC GO NATURAL GAS	PO-314859	2,585.50
175585	PARKHOUSE TIRE INC.	PO-314705	100.66
		PO-315546	1,576.97
175586	QUALITY TOWING	PO-310540	63.00
175587	RADIO SHACK	PO-310189	44.34
175588	RINCON TRUCK PARTS	PO-315557	8,411.06
175589	SAFETY KLEEN CORP	PO-311149	332.45
175590	SAM H STROICH & SONS	PO-314197	850.00
175591	SANTA MARGARITA FORD	PO-310574	3,656.19
175592	SEHI COMPUTER	PO-313557	177.79
175593	SMART & FINAL	PO-310140	148.20
		PO-310142	347.63
		PO-310399	198.87
		PO-311912	148.44
		PO-312115	57.03
		PO-312130	397.30
		PO-312439	140.50
		PO-312725	866.29
		PO-314207	350.34
		PO-314850	1,419.88
		PO-315206	709.03
175594	SMOG EXPRESS	PO-310558	49.95
175595	SO COAST DISTRIBUTING CO	PO-310291	1,582.31
175596	SOUTH COAST ANSWERING SERVICE	PO-310178	133.75
175597	SOUTH COAST FAMILY MEDI CENTER	PO-310467	700.00
		PO-310783	35.00
175598	SOUTH COAST MEDICAL GROUP	PO-314878	100.00

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175599	SOUTHWEST SCHOOL SUPPLY	PO-310185	953.56
		PO-310201	105.70
		PO-310204	138.01
		PO-310205	79.52
		PO-310207	761.32
		PO-310210	707.50
		PO-310211	459.98
		PO-310212	74.80
		PO-310213	12.92-
		PO-310418	1,356.34
		PO-310429	223.61
		PO-311104	231.25
		PO-311108	1,159.29
		PO-311484	256.23
		PO-311535	21.54
		PO-311549	343.29
		PO-311605	146.91
		PO-311606	305.08
		PO-311664	30.15
		PO-311889	633.33
		PO-311911	6.85-
		PO-312114	464.68
		PO-312450	5.76
		PO-313665	143.52
		PO-314905	373.94
		PO-315152	1,299.17
		PO-315201	2,257.58
		PO-315250	987.99
		PO-315256	280.11
		PO-315335	760.43
		PO-315343	788.56
		PO-315399	74.19
175600	SPICERS PAPER CO	PO-314490	14,973.73
175601	STAPLES ADVANTAGE	PO-311239	539.75
		PO-312277	96.80
175602	TIFCO INDUSTRIES	PO-310554	65.73
		PO-315551	1,222.21
175603	TRUCPAR CO	PO-310570	2,143.60
175604	TUTTLE-CLICK FORD	PO-314707	24.12
		PO-315553	5,034.32
175605	UNIQUE SWEEPING	PO-310559	262.00
175606	UNITED TRANSMISSION EXCHANGE	PO-311218	380.00
175607	WATERLINES TECHNOLOGIES INC	PO-310344	1,684.98
175608	SMART & FINAL	PO-312274	195.33
175609	1ST JON	PO-315422	128.16

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....JUNE 27, 2012

Warrant Number	Name of Payee	Reference Number	Amount
175610	ADVANCED EXERCISE EQUIPMENT	PO-314825	2,077.77
175611	ALPHA SOUND AND LIGHTING	PO-310232	9.87
		PO-313320	348.11
		PO-315420	1,000.00
		PO-315582	54.98
175612	APPLE COMPUTER INC	PO-315297	5,161.18
		PO-315511	435.92
175613	BADEN SPORTS INC	PO-314932	147.50
175614	BJ BINDERY	PO-312305	948.00
175615	CAMCOR INC	PO-315291	537.66
		PO-315390	2,150.64
175616	CINTAS CORP	PO-315018	956.80
175617	COAST RECREATION	PO-315428	267.86
175618	COMPLETE COACH WORKS	PO-314982	3,771.25
175619	CONTRACT PAPER GROUP INC.	PO-315462	44,277.48
175620	DANIELS TIRE SERVICE	PO-314773	6,680.78
175621	DELL MARKETING L P	PO-314348	1,722.66
175622	DENAULT'S HARDWARE	PO-310223	34.59
175623	DEPT OF GENERAL SERVICES	PO-315442	80.00
175624	DUNN-EDWARDS CORP	PO-310333	2,337.68
175625	ENCHANTED LEARNING	PO-315107	125.00
175626	EVERYTHING MEDICAL	PO-314569	379.20
		PO-314780	213.00
175627	FACTORY MOTOR PARTS	PO-310590	1,553.46
175628	FEDERAL EXPRESS CORP	PO-315578	3,949.07
175629	FLEET SERVICE SPECIALIST LLC	PO-311744	133.75
175630	FOLLETT LIBRARY RESOURCES	PO-315023	2,309.29
		PO-315227	1,418.42
175631	FREEWAY AUTO SUPPLY & MACHINE	PO-310529	538.17
		PO-315548	840.56
175632	FRICTION MATERIALS CO.	PO-314018	620.42
		PO-315554	5,589.34
175633	GANAHL LUMBER	PO-310309	716.14
		PO-310334	256.34
175634	GOLDEN STAR TECHNOLOGY INC.	PO-315488	6,776.69
175635	HD SUPPLY FACILITIES MAINTN	PO-313991	125.38
175636	HIRSCH PIPE & SUPPLY	PO-310336	231.35
175637	HYDRO-SCAPE PRODUCTS INC	PO-310325	452.16
175638	IMAGE 2000	PO-310338	92.14
		PO-312170	808.13
		PO-314422	580.14
175639	INTERSTATE BATTERIES	PO-310587	1,032.96
175640	IRONMAN	PO-311207	1,752.11
175641	IXL LEARNING	PO-315507	199.00
175642	JIM'S MUSIC CENTER	PO-310133	500.00

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....JUNE 27, 2012

Warrant Number	Name of Payee	Reference Number	Amount
175643	JOSTENS	PO-315195	3,769.64
175644	LAWNMOWERS ETC	PO-310327	669.00
175645	LINGUI SYSTEMS INC	PO-315047	216.60
175646	EXECUTIVE ENVIRONMENTAL SVCS	PO-315561	149.43
175647	ACE TUTORING	PO-313334	2,525.00
175648	DEAFinitely PROFESSIONAL	PO-314738	27,840.00
175649	FRIENDLY COMMUNITY OUTREACH	PO-313337	2,587.48
175650	SAN DIEGO GAS & ELECTRIC	PO-310354	88,677.63
175651	SANTA MARGARITA WATER	PO-310357	4,060.54
175652	SMART KIDS TUTORING & LEARNING	PO-313340	479.49
175653	SO CAL GAS CO	PO-310352	53.28
175654	SOUTHERN CALIFORNIA EDISON	PO-310353	15,496.44
175655	SPECTRUM SOLUTIONS LLC	PO-313434	1,744.99
175656	STUTZ ARTIANO SHINOFF & HOLTZ	PO-311490	90.42
175657	TRICIA KRANTZ	PO-311227	1,920.00
		PO-313094	2,178.00
175658	KNOWLAND CONSTRUCTION SERVICES	PO-315579	1,320.00
175659	BOYER, DAVID OR MELISSA	PV-125109	88.60
175660	BRESSLER, ERIC & KATHY	PV-125110	182.57
175661	BROWN, BURTON OR PENELOPE	PV-125111	120.77
175662	BUI, HONG	PV-125112	683.77
175663	CONDIE, ERIC OR CHARLOTTE	PV-125113	228.04
175664	CROWELL, BRIDGETTE	PV-125114	345.45
		PV-125115	172.73
175665	CUHADAROGLU, MEHMET OR BELGIN	PV-125116	939.50
175666	DEVINE, KELLY	PV-125117	138.31
175667	DICK, CRAIG OR BILLIE	PV-125118	220.93
175668	DIXON, KEN OR SHAUNA	PV-125119	364.79
175669	DOUGHERTY, EDNA	PV-125120	286.05
175670	DOWNEY, KENNESSE	PV-125122	1,418.56
175671	DRAGOTTO, DAVID OR NATALIE	PV-125123	1,147.39
175672	GARCES, TERRY OR JOYCE	PV-125124	297.70
175673	GEISERT, GARRETT OR LEAH	PV-125125	449.68
175674	GONZALES, CLINT OR DAWN	PV-125127	256.55
175675	GRISHAM, MELINDA	PV-125126	136.75
175676	GUZMAN GARCIA, OMAR	PV-125128	134.87
175677	HAMEED, SHAWN	PV-125129	179.95
175678	HARRAMAN, RUSSEL & IVANA	PV-125130	193.22
175679	HAWORTH, MARK OR JENNIFER	PV-125131	332.56
175680	HOGGATT, ROBERT/VERONICA	PV-125132	183.99
175681	HYLTON, CHRIS OR HERMINIA	PV-125133	162.50
175682	JAMES, JUSTIN & ARLEN	PV-125134	71.40
175683	JOHNSON, EDWIN OR MELISS	PV-125135	434.05
175684	KAMUS, RAY & MARIAN	PV-125136	1,020.63
175685	KARPUS, DAVID OR MARY	PV-125137	266.40

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....JUNE 27, 2012

Warrant Number	Name of Payee	Reference Number	Amount
175686	KEENE, SEAN OR TIFFANY	PV-125138	84.18
175687	LAW, YUET	PV-125139	150.74
175688	LIDDLE, DREW & LESLIE	PV-125140	339.55
175689	LOCKMAN, RICHARD OR AILEEN	PV-125142	247.75
175690	LUNA, THEODORE OR MANDY	PV-125141	119.88
175691	MACNAMARA, DAN OR ALICIA	PV-125143	120.60
175692	MALDONADO, RON OR JENNILYN	PV-125144	38.72
175693	MARTINEZ, ROBERT OR CHRISTINA	PV-125145	303.69
175694	MC EACHRAN, KYLE OR MELISSA	PV-125146	472.31
175695	MYERS, JEANEENE/RUSTY	PV-125147	168.72
175696	PETERSEN, DAVID OR LORIE	PV-125148	125.21
175697	PETHTEL, SCOTT OR MICHELLE	PV-125149	72.42
		PV-125150	87.93
175698	QUENGA, JOSEPH OR TRACY	PV-125151	1,539.26
175699	RICHMOND, HEIDI	PV-125152	343.66
175700	RODAS, PHILLIP AND CAROLYN	PV-125153	90.58
175701	ROLING, ROGER OR MIKAIL	PV-125154	271.40
175702	ROSENBERRY, DONALD OR KELLY	PV-125155	123.61
175703	ROTH, JAY &/OR KERI	PV-125156	197.80
175704	STALEY, ANNA DAWN OR MATTHEW	PV-125157	209.79
175705	STEBENNE, STUART/LISA	PV-125158	117.22
175706	TRITZ, RICHARD &/OR JULIE	PV-125159	131.16
175707	WILLIAMS, GINI	PV-125160	417.04
175708	EDEN, CRIS	PV-125161	35.52
175709	EFFENBERGER, PATRICIA	PV-125162	27.75
175710	FINNSSON, JAMIE	PV-125163	88.80
175711	FOSTER, KARIN	PV-125164	148.74
175712	GINSBERG-BROWN, CLAUDIA	PV-125165	37.74
175713	HANAFORD, LAURA	PV-125166	83.81
175714	HANRATTY-RAJA, JENNIPHER	PV-125167	22.20
175715	HARRIS, LORI I	PV-125168	39.96
175716	HERNANDEZ, MARLO	PV-125170	93.80
175717	HERTZ, JANA	PV-125169	122.10
175718	HIGHTOWER, SHERLIN	PV-125171	204.24
175719	HILL, DAWN	PV-125172	216.45
175720	IMSLAND, TRACEY	PV-125173	59.94
175721	JENKINS, ERIN	PV-125174	5.55
175722	JONES, JOSEPH	PV-125175	119.88
175723	KARL-DIXON, SUSAN	PV-125176	44.40
175724	KIMINAS, ANTHONY	PV-125177	190.92
175725	KLISTER, PAMELA	PV-125178	100.46
175726	KRAUSE, MATTHEW	PV-125179	65.49
175727	LAWING, KORIN	PV-125180	5.55
175728	MACKAY, FRANCES	PV-125181	69.38
175729	MANDERBACH, KAREN	PV-125182	91.58

Board of Trustees Warrant Listing
======== Fiscal Year: 2011-12 ========
Board of Trustees Meeting.....JUNE 27, 2012

Warrant Number	Name of Payee	Reference Number	Amount
175730	MEISSNER, ANDREA	PV-125183	176.49
175731	METTERT, LISA M	PV-125184	111.56
175732	MILLER, MARIE T.	PV-125185	220.89
175733	O'KANE, MONIKA	PV-125186	96.57
175734	PEREZ, ALEIDA	PV-125187	21.65
175735	PETTEY, STEPHANIE	PV-125188	41.07
175736	PLACE, SUSAN	PV-125189	5.55
175737	SHAH, RANA	PV-125190	33.30
175738	KRAUSE, MATTHEW	PV-125179	114.33
175739	RECORDED BOOKS LLC	PO-311619	105.02
175740	SOUTHWEST SCHOOL SUPPLY	PO-310159	111.90
		PO-310198	19.99
		PO-310207	12.91
		PO-310210	31.76
		PO-310213	40.13
		PO-310214	2.32
		PO-311544	70.62-
		PO-311605	6.14
		PO-311606	254.51
		PO-311658	18.85
		PO-315250	12.01
175741	STAPLES ADVANTAGE	PO-310146	4.12
		PO-311690	73.83
		PO-312544	48.76
		PO-314854	79.23
175742	WOODWIND & BRASSWIND	PO-312148	261.53
		PO-314556	1,431.98
		PO-314829	2,031.17
		PO-315075	179.40
175743	OFFICE DEPOT	PO-310139	33.14
175744	AQUARIUM OF THE PACIFIC	PO-312604	900.00
175745	CERTIFIED TRANSPORTATION	PV-125192	6,463.50
175746	JFK TRANSPORTATION CO INC	PV-125191	4,485.00
175747	MISSION SAN JUAN CAPISTRANO	PO-314374	276.50
175748	OCEAN INSTITUTE	PO-312642	3,180.00
175749	ORANGE COUNTY DEPT OF EDUCATIO	PO-314027	23,035.00
175750	SADDLEBACK VLY SCH DIST	PO-312916	1,309.00
175751	SOUTHERN CALIFORNIA GRAY LINE	PV-125193	16,653.32
175752	XEROX CORPORATION	PO-310121	1,370.58
		PO-312155	25,336.52
		561 Warrants	$3,317,878.28

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

VENDOR	TITLE	BOARD APPROVAL DATE
A&R Wholesale Distributors, Inc.	Bid No. 1011-14 Grocery Products	5/9/2011
A&R Wholesale Distributors, Inc.	Bid No. 1011-13 Snack and Beverage Products	5/9/2011
Above All Names Construction Services, Incorporated	Bid No. 1112-11, Concrete Maintenance & Repair	10/26/2011
American Logistics Co., LLC	Bid No. 1112-04 - Outsource Transportation Service	7/27/2011
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service	4/13/2010
AMS.NET Inc.	Western State Contracting Alliance (WSCA) WSCA 7-08-70-13, CA Participating Addendum AR-233 Cisco Networking Communications and Maintenance	11/9/2010
AMS.NET Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair	5/25/2011
AMS.NET Inc.	State of Minnesota, Department of Administration, Natonal Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
Architectural Roofing Systems dba Pacific Roofing Systems	Bid No. 1011-10, Roofing Repairs and Maintenance	3/8/2011
ASR Food Distributors, Inc.	Bid No. 0910-01 Produce	6/8/2009
Atkinson, Andelson, Loya, Rudd & Romo	RFQ No. 10-0809 General Legal Services	12/15/2009
AVES Audio Visual Systems, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
AVID	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
B&H Foto & Electronics Corp. dab B&H Photo Video	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Ben's Aphalt, Inc.	Bid No. 1011-01 Asphalt Paving, Sealcoating and Repair	6/15/2010
Bergman & Dacey, Inc.	RFQ No. 10-0809 General Legal Services	12/15/2009
Bowie, Arneson, Wiles, and	RFQ No. 10-0809 General Legal Services	12/15/2009
California Western Visuals	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Camcor, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Campus Foods	Bid 1011-14 Grocery Products	5/9/2011
CDWG	Western State Contracting Alliance (WSCA) Cisco Networking Communications and Maintenance	11/9/2010
CDWG	State of Minnesota, Department of Administration, Natonal Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
Certified Transportation Serivces,	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Cintas Corporation	RFP No. 3-1011, Uniform Service	12/7/2010
Collins & Aikman Floorcovering, Inc. C&A/Tandus	Santa Monica-Malibu Unified School District Bid No. 9.10 Flooring Material Districtwide	5/14/2012

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

VENDOR	TITLE	BOARD APPROVAL DATE
Commercial Fence & Iron Works, Inc.	Bid No. 0708-04 Fencing Materials, Repair, and Installation	6/25/2007
Compview, Inc.	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Concepts School and Office Furnishings	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Concepts School and Office Furnishings	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Consolidated Electrical Distributors	Bid No. 1112-05 Electrical Supplies and Materials	6/29/2011
Construct 1 One, Corp.	Bid No. 1112-14 - Newhart Middle School MPR Remodel	5/23/2012
Consulting & Inspection Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
CR&R	Bid No. 1112-06 - Service to Collect, Recycle, and Dispose of Solid Waste Districtwide	8/8/2011
Culver-Newlin	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Culver-Newlin	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Dannis Woliver Kelley (DWK)	RFQ No. 10-0809 General Legal Services	12/15/2009
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 09-01, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/13/2010
David Taussig & Associates, Inc.	RFP No. 6-1011 Special Tax Consulting Services for Public Financing	4/11/2011
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008
Desert Business Interiors	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008
Digital Networks Group, Inc.	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Diversified Metal	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Dominos Pizza	Bid No. 1112-07 Pizza Service	8/24/2011
E. Stewart & Assoc, Inc.	Bid No. 1213-02 - Weed Abatement	5/23/2012
Edenco, Inc.	RFQ/P No. 2-1011, Construction Manager/District Representative	9/28/2010
Edge Development	Bid No. 1011-11, CVHS Theater	6/13/2011
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
Fusionstorm	Californai Multiple Award Schedule Contract No. 3-10-70-2039d, Cisco Auto Distribution, Internet Encryption and Firewall, LanWan Wireless Network, Network Component	10/12/2010

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

VENDOR	TITLE	BOARD APPROVAL DATE
Fusionstorm	State of Minnesota, Department of Administration, Natonal Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services.	3/28/2012
Gilbert & Stearns, Inc.	Bid No. 1011-02 Electrical Service	6/29/2010
Gold Star Foods	Bid No. 1011-05 Frozen Food Products	3/10/2008
Gold Star Foods	Bid No. 1011-14 Grocery Products	5/9/2011
Gold Star Foods	Bid No. 1112-03 Bakery Products	6/29/2011
Golden State Technology, Inc dba GST	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Government Financial Services	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
Great Western	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Harbottle Law Group	RFQ No. 10-0809 General Legal Services	12/15/2009
Harris Realty Appraisal	RFQ No. 2-0809 Appraisal Services	5/11/2009
Hertz Furniture	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Hewlett-Packard Company	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Hollandia Dairy	Bid No. 1011-08 Milk and Dairy Products	3/8/2011
Horizons Construction Co, International, Inc	Bid No 1011-09, SJHHS 30 Meter Pool/Support Buildings	3/8/2011
Hot Dogger Tours, Inc. dba Gold Coast Tours	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Illuminate Education, Inc.	RFQ No. 7-1011 Student Assessment Data Management System	5/25/2011
IPC (USA), Inc.	Multi-District Cooperative Bid No. 114-10, Fuel (Gasoline and Diesel)	7/13/2010
JFK Transportation, Co., Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Keenan & Associates	RFQ No. 12-0809 Insurance Broker for Capistrano Unified School District's Excess Worker's Compensation Insurance	5/11/2009
Knowland Construction Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
Longs Electronics, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
MNJ Technologies Direct, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
MTGL, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
National Demographics Corp	RFP/Q No. 5-1112 - Trustee Area Redistricting Analysis and Adjustment Services	9/26/2011
Network Hardware Resale, Inc.	U.S. General Services Administration Contract No. GS-35F-0717R, Pre-Owned and Refurbished Cisco Systems Networking Equipment	11/9/2010
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Notification Technologies, Inc.	RFP - Emergency Parent Notification System	9/29/2007
NvLS Professional Services, LLC	RFQ No. 1-0910 E-Rate Consultant	6/22/2009
Office & Ergonomic Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011

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

VENDOR	TITLE	BOARD APPROVAL DATE
Office Depot	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Ohno Construction	Bid No. 1011-15 San Juan Hills High School Stadium Phase II	9/26/2011
P&R Paper Supply Co.	Bid No. 0809-11 Paper and Plastic Products for Food and Nutrition Services	6/8/2009
Pacific MH Construction, Inc.	Bid No. 0708-07 Movement of Relocatable Buildings	6/25/2007
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 0708-06 Plumbing Service	6/25/2007
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 1213-01 - Plumbing Services	5/23/2012
Paradigm Health Care Services	RFP No. 6-0910 Medi-Cal Billing Services	6/15/2010
Piper Jaffrey & Co.	RFQ No. 5-0910 Underwriter Services	12/15/2009
Prime Painting Contractors, Inc.	Bid No. 0708-11 Painting	6/25/2007
Pritchard Supply, Inc. dba Johnstone Supply	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Renaissance Learning, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Roadways International, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
School Space Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
SchoolsFirst Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
Southern California Gray Line	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Southwest School and Office Supply	Placentia Yorba Linda, Bid No. 211-12, Supplies	1/25/2012
Staples Advantage	County of Orange Master Agreement No. MA-017-10011795 - Office Supplies	9/14/2010
Staples Advantage	County of Orange Master Agreement No. MA-017-10011795 - Office Supplies	5/23/2012
Stradling Yocca Carlson & Rauth	RFQ No. 10-0809 General Legal Services	12/15/2009
Stutz, Artiano, Shinoff and Holtz	RFQ No. 10-0809 General Legal Services	12/15/2009
Sysco Food Services of L.A.	Bid No. 1011-14 Grocery Products	5/9/2011
Tandus Flooring, Inc.	Bid No. 0708-05 Flooring Materials and Installation	6/25/2007
Transportation Charter Services, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Troxell Communications, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Twining, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
United Refrigeration Inc.	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Valiant IMC	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	4/21/2008
Virco	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Ward's Media Tech	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011

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

VENDOR	TITLE	BOARD APPROVAL DATE
Waterline Technologies, Inc.	LAUSD Bid No. IFB C-1030, Swimming Pool Chemicals	3/28/2012
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	Western States Contracting Alliance (WSCA) Bid No. 7-09-79-02 - Janitorial Supplies	9/14/2010
WB Hunt Co, Inc.	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
West Coast Arborists, Inc.	Bid No. 1112-10 Tree Trimming Maintenance	9/26/2011
Williams Scotsman	Los Alamitos Unified School District Bid No. 2010-0002, Relocation, Dismantle and Removal of DSA Portable Classroom	7/11/2011
WLC Architects, Inc.	RFQ No. 3-0708 Architectural Services for Districtwide Facilities Master Plan	2/25/2008
WW Grainger, Incorporated	State of Nevada, Division of Purchasing, and Western States Contracting, Alliance Contract NO. 1862, Awarded to WW Grainger, California Participating Addendum No. 7-11-51-02	10/26/2011
Xerox Corporation	California Multiple Award Schedule Contract No. 3-01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox	6/15/2010

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Marsha Bardwell & Richard Glick	$500.00	Classroom Instruction	Aliso Niguel High School
Aliso Niguel High School PTSA	$843.02	Classroom Instruction	Aliso Niguel High School
Sumner Photography	$422.00	Classroom Instruction	Ambuehl Elementary School
Harold Ambuehl School PTA	$4,541.00	Meet the Masters Program	Ambuehl Elementary School
San Juan Capistrano Education Foundation	$141.50	Field Trip Transportation	Ambuehl Elementary School
CARE Foundation, Inc.	$3,000.00	Mind Institute 3rd Grade	Ambuehl Elementary School
Sumner Photography	$971.00	Classroom Supplies	Arroyo Vista Middle School
Barcelona Hills PTA	$397.50	Transportation	Barcelona Hills Elementary School
Bathgate Elementary School PTA	$8,000.00	Health Assistant	Bathgate Elementary School
Sumner Photography	$690.00	Classroom Instruction	Bathgate Elementary School
Edison International-Employee Contributions	$250.00	Classroom Instruction	Bernice Ayer Middle School
Ms. Mary de Witt-Fleischman		2 Clarinets and 1 Violin	Block Music
Sumner Photography	$736.00	Spring Photos	Canyon Vista Elementary School
Canyon Vista PTA	$330.00	4th Grade Transportation to the Mission	Canyon Vista Elementary School
Capistrano Home School (CHOOSE)	$500.00	Student Needs/Supplies	Capistrano Home School (CHOOSE)
Mr. and Mrs. Bruce Carlisle		Grand Piano	Capistrano Unified School District
Carl Hankey International Education Foundat	$872.00	Stipend For Two Science Camp Teachers	Carl Hankey K-8
Carl Hankey International Foundation	$90.00	Substitute for one day/Science Camp	Carl Hankey K-8
Edison International	$287.50	Classroom Instruction	Castille Elementary School
Sumner Photography	$806.00	Classroom Instruction	Castille Elementary School
CR&R Incorporated	$980.00	Classroom Instruction	Castille Elementary School
Wells Fargo Foundation	$75.00	Instructional Supplies	Chaparral Elementary School
Ladera Ranch Education Foundation	$3,891.54	Technology	Chaparral Elementary School
Sumner Photography	$830.00	Classroom Instruction	Chaparral Elementary School
Chaparral Elementary PTA	$1,200.00	Instructional Aide	Chaparral Elementary School
Chaparral Elementary PTA	$2,495.00	Technology	Chaparral Elementary School
Clarence H. Lobo Booster Club	$981.00	Teacher Stipends	Clarence Lobo Elementary School
Concordia Elementary 5th Grade Field Trip	$872.00	Classroom Instruction	Concordia Elementary School
Tony Graham		elite Panaboard	Crown Valley Elementary
Dana Hills High School PTSA	$3,155.00	Additional Assignments/Conferences	Dana Hills High School
Schools First Federal Credit Union	$500.00	Scholarship Funds/Chapman University	Dana Hills High School
The University of Michigan	$1,000.00	Classroom Instruction	Dana Hills High School
Del Obispo PTA	$165.00	5th Grade Beach Day	Del Obispo Elementary School
Sumner Photography	$423.00	Classroom Instruction	Del Obispo Elementary School
Segerstrom Center For The Arts	$220.00	Transportation Fees to Segerstrom Center	Del Obispo Elementary School
Simply Perfect Pizza LLC	$25.00	Classroom Supplies	Del Obispo Elementary School
Simply Perfect Pizza LLC	$50.00	Classroom Supplies	Del Obispo Elementary School
Coca Cola Refreshments	$18.12	Classroom Supplies	Del Obispo Elementary School
Newhart Middle School ASB-Video Club	$1,250.00	Money Received from Orders of DVDs	District Music Department
Sumner Photography	$1,624.00	Supplies	Don Juan Avila Elementary School
Don Juan Avila Elementary School PTA	$17,000.00	Librarian	Don Juan Avila Elementary School
City of Aliso Viejo	$2,500.00	Homework Club	Don Juan Avila Middle School
Ms. Christine Telish	$1,500.00	Band Program	Don Juan Avila Middle School
The PIMCO Foundation	$1,500.00	Band Program/Matching Gift (Telish)	Don Juan Avila Middle School

EXHIBIT 18

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Ms. Gisela Maria Whittembury	$100.00	Classroom Supplies	Early Childhood Programs-Viejo LL
Ms. Joan Moss	$125.00	For Instrument Repairs/Parts	Elementary Block Music
George White Booster Club	$6,500.00	Technology	George White Elementary School
CUSD Foundation	$20,764.45	5th Grade Science Camp	Hidden Hills Elementary School
Mark Sayed D.M.D., Inc.	$1,300.00	5th Grade Science Camp	Hidden Hills Elementary School
Lifetouch	$1,022.00	Classroom Instruction	John Malcom Elementary School
CARE Foundation, Inc.	$330.00	5th Grade Trip to Honda Center	John Malcom Elementary School
CARE Foundation, Inc.	$453.75	5th Grade Admission to Tessman Planetarium	John Malcom Elementary School
CARE Foundation, Inc.	$330.00	5th Grade Trip to Performing Arts Center	John Malcom Elementary School
PTA	$522.50	4th Grade Transportation to the Mission	John Malcom Elementary School
Spreebird	$63.61	Technology	Ladera Ranch Elementary School
Ladera Ranch Elementary PTA	$1,000.00	Meet the Masters	Ladera Ranch Elementary School
Ladera Ranch Education Foundation	$1,177.95	Recycling Reimbursement	Ladera Ranch Elementary School
Ladera Ranch Education Foundation	$172.89	Grant	Ladera Ranch Elementary School
Ladera Ranch Elementary PTA	$9,965.34	Computer Lab	Ladera Ranch Elementary School
Paul and Valerie Stam	$125.00	Technology	Ladera Ranch Elementary School
Ladera Ranch Elementary PTA	$7,747.29	Instructional Aide	Ladera Ranch Elementary School
Paul and Valerie Stam	$125.00	Technology	Ladera Ranch Middle School
LNES Foundation	$370.00	5th Grade Field Trip/Ocean Institute	Laguna Niguel Elementary School
LNES Foundation	$6,670.00	5th Grade Field Trip/Ocean Institute	Laguna Niguel Elementary School
LNES PTA	$1,060.00	5th Grade Field Trip/Ocean Institute	Laguna Niguel Elementary School
LNES PTA	$1,000.00	Meet the Masters 2012-13 Deposit	Laguna Niguel Elementary School
Pacific Marine Mammal Center	$495.00	Classroom Instruction	Las Flores Elementary School
Edison International	$75.00	Classroom Instruction	Las Palmas Elementary School
Edison International	$75.00	Classroom Instruction	Las Palmas Elementary School
Sumner Photography	$811.00	Classroom Instruction	Las Palmas Elementary School
San Clemente Sunrise Rotary	$400.00	For Dictionaries	Las Palmas Elementary School
Sumner Photography	$555.00	Classroom Instruction	Marblehead Elementary School
Marblehead Foundation	$452.00	Storage Shed	Marblehead Elementary School
Marblehead PTA	$364.00	Noon Time Sports	Marblehead Elementary School
Marblehead PTA	$10,000.00	Primary Music Teacher	Marblehead Elementary School
Mr. Kyle Alder	$323.05	Classroom Instruction	Marco Forster Middle School
Marco's PTSA	$8,459.74	PE Equipment	Marco Forster Middle School
Sumner Photography	$485.00	School Photo Fundraiser	Marian Bergeson Elementary School
Mr. Mark Poczatek		TV/VCR/DVD	Marian Bergeson Elementary School
CR&R	$1,119.80	Technology	Moulton Elementary School
Scott McCarter	$420.00	Classroom Supplies	Moulton Elementary School
Newhart Middle School PTA	$12,000.00	Classroom Instruction	Newhart Middle School
Newhart Middle School PTA	$1,500.00	Classroom Instruction	Newhart Middle School
Life Touch	$1,201.00	Classroom Instruction	Niguel Hills Middle School
Niguel Hills Middle School ASB		MacBook Pro	Niguel Hills Middle School
Oak Grove PTA	$21,000.00	Primary Music Program	Oak Grove Elementary School
Oak Grove PTA	$9,000.00	Consultant-MIND Music	Oak Grove Elementary School
Oso Grande Elementary PTA	$1,727.90	Grade level Grant & Art Grant	Oso Grande Elementary School

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Oso Grande Elementary PTA	$1,600.00	Sports & Recess/PE Equipment	Oso Grande Elementary School
Oso Grande Elementary PTA	$1,092.59	2nd Grade Math Abacus/Tech	Oso Grande Elementary School
Oso Grande Elementary PTA	$700.00	Technology Additional Assignment/Campbell	Oso Grande Elementary School
Sumner Photography	$1,085.00	Classroom Instruction	Oso Grande Elementary School
Ladera Ranch Education Foundation	$26,749.40	Science Camp	Oso Grande Elementary School
Oso Grande Elementary PTA	$289.50	Visitor Badges	Oso Grande Elementary School
Sumner Photography	$576.00	Classroom Supplies	Palisades Elementary School
Palisades PTA	$4,537.00	Art Masters Classroom Program	Palisades Elementary School
Edison International-Edison Gifts	$200.00	Instructional Supplies	Philip Reilly Elementary School
Edison International-Employee Contributions	$200.00	Instructional Supplies	Philip Reilly Elementary School
Wells Fargo Bank	$100.00	Classroom Instruction	Philip Reilly Elementary School
Reilly School Foundation	$23,035.00	Classroom Instruction	Philip Reilly Elementary School
Reilly School Foundation	$732.00	Classroom Instruction	Philip Reilly Elementary School
Sumner Photography	$446.00	Instructional Materials	Philip Reilly Elementary School
Sumner Photography	$416.00	Instructional Supplies	R.H. Dana Elementary School
R.H. Dana Elementary Booster Club	$2,300.00	5th Grade Catalina Field Trip	R.H. Dana Elementary School
SC Education Fund	$49,011.22	Tutorial, AP/IB Review/Manatorial, Turnitin.com	San Clemente High School
Ms. Lina G. Perez	$100.00	School Materials/Supplies	San Juan Elementary School
Edison International, Edison Gifts	$100.00	Classroom Instruction	San Juan Elementary School
Vista Del Mar PTA	$300.00	Classroom Instruction	Serra High School
SMS Educational Foundation	$1,935.28	Two Computers for The Music Classroom	Shorcliffs Middle School
Tesoro High School PTSA	$570.00	PTSA Grant for Steam Engine/Mr. Gilpin	Tesoro High School
Tijeras Creek Booster Club	$330.00	Transportation to 5th Grade Field Trip to Boomers	Tijeras Creek Elementary School
Tijeras Creek Booster Club	$4,330.00	Transportation to 5th Grade Science Camp	Tijeras Creek Elementary School
Tijeras Creek Booster Club	$824.00	Substitutes -5th Grade Science Camp	Tijeras Creek Elementary School
Tijeras Creek Booster Club	$1,856.97	Teacher stipends for 5th Grade Science Camp	Tijeras Creek Elementary School
Tijeras Creek Booster Club	$19,155.00	Balance of 5th Grade Science Camp Fees	Tijeras Creek Elementary School
Tijeras Creek Booster Club	$206.00	Substitutes for Combo Classes	Tijeras Creek Elementary School
Tijeras Creek Booster Club	$5,368.80	Intervention	Tijeras Creek Elementary School
Kevin and Shirley Ritchie	$205.00	Classroom Instruction	Tijeras Creek Elementary School
CR&R Incorporated	$1,000.00	General Instructional Supplies	Truman Benedict Elementary School
Truman Benedict PTA	$2,953.25	Classroom Instruction	Truman Benedict Elementary School
Cole Archuleta	$185.00	Science Camp	Wagon Wheel Elementary School
Mr. Steven Swyter	$405.00	Science Camp	Wagon Wheel Elementary School
Ms. Nora Grabar	$451.50	Classroom Instruction	Wagon Wheel Elementary School
Sumner Photography	$674.00	Technology	Wagon Wheel Elementary School
The Holman Trustee	$210.00	Science Camp	Wagon Wheel Elementary School
Ameris Auslander	$125.00	Science Camp	Wagon Wheel Elementary School
Pop Warner RSM & TC Football	$500.00	Technology	Wagon Wheel Elementary School
Sumner Photography	$591.00	Classroom Supplies	Wood Canyon Elementary School
	$352,465.96		

ADMINISTRATIVE ENCROACHMENT PERMIT AGREEMENT

This ADMINISTRATIVE ENCROACMENT PERMIT AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY is dated for reference purposes only as of the ____ day of _____, 20___ (the "Effective Date"), and is entered into by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT ("District") and the CITY OF SAN CLEMENTE, a municipal corporation ("City"). District and City are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS:

A. Pursuant to San Clemente Municipal Code Sections 12.20.015-12.20.020, any person who desires to construct, install, or maintain any improvements on City property or within a City easement or right-of-way must apply for and obtain an administrative encroachment permit.

B. On July 25, 2006, the City Council of the City adopted Resolution No. 06-51 authorizing the City Manager or his/her designee to enter into written agreements with property owners to authorize encroachments granted pursuant to the City's administrative encroachment permit process.

C. Pursuant to Municipal Code Sections 12.20.015-12.20.020 and Resolution No. 06-51, the District has applied to City for an administrative encroachment permit to allow certain improvements to be constructed, installed, and/or maintained within the City Property, as depicted or described in Exhibit "A" to this Agreement (the "Improvements").

COVENANTS:

Based upon the foregoing Recitals, which are incorporated into this Agreement by this reference, District and City agree as follows:

1. District's Right to Construct, Install, and Maintain Improvements on City Property. Subject to all of the other terms and conditions set forth in this Agreement, City hereby grants to District a revocable, non-exclusive license to enter onto the City Property to construct, install, and maintain the Improvements. District shall at all times construct, install, and maintain the Improvements in strict conformity with all applicable federal, state, and local laws, regulations, and official policies, with any and all conditions as set forth in Exhibit "B" to this Agreement (Encroachment Permit Conditions). If any of the Improvements are located within a public street right-of-way, District shall not allow any of the Improvements or any persons constructing, installing, maintaining, repairing, replacing, or removing the Improvements on District's behalf to obstruct or impair in any way vehicular travel or visibility on and along such street and District shall comply with and cause all of its employees, independent contractors, and agents to comply with all safety rules and regulations as may be prescribed by the City's Public Works Director or his/her designee. District shall not in any way damage any City improvements on or adjacent to the City Property and, if any such damage occurs as a result of any acts or omissions of District or any employee, independent contractor, or agent of District, District shall promptly repair said damage to the satisfaction of the City's Public Works Director or his/her designee and restore said City improvements as nearly as practicable to the condition existing immediately prior to such damage. District shall have no right to expand, enlarge, or otherwise alter the Improvements in a manner inconsistent with or beyond the scope of City's initial approval of same. If District desires to expand,

enlarge, or otherwise alter the Improvements in such manner, District shall first be required to obtain the written approval of City's Public Works Director or his/her designee, which approval may be withheld in City's sole and absolute discretion. In the event City's approval for an expansion, enlargement, or alteration to the Improvements is obtained, the Parties agree to execute an appropriate amendment to this Agreement to depict or describe the change, and at such time all references in this Agreement to the "Improvements" shall be deemed to refer to the Improvements as so expanded, enlarged, or altered.

District shall at all times maintain the Improvements in good condition and repair (including without limitation repainting of any painted surfaces and removal of graffiti, if applicable).

2. City Right to Expand, Enlarge, or Alter City Improvements. Notwithstanding the rights granted to District hereunder, City reserves the right to expand, enlarge, alter, maintain, repair, replace, and relocate any City-owned improvement on, over, under, or across the City Property and any adjacent City easement or right-of-way at any time, without any obligation or liability to District to repair or restore any damage that may be caused to any of the Improvements.

2. No Property Interest. This Agreement is not intended to and does not convey to District, or create, any interest in the City Property. This Agreement is intended as a non-exclusive and revocable license only.

3. Term; Termination and Revocation of Encroachment Permit and Agreement. This Agreement shall be of indefinite duration and shall be effective from the date this Agreement is fully executed.

Either Party shall have the right to terminate this Agreement, with or without cause, by delivery of written notice to the other Party. Prior to any termination by District becoming effective, District shall remove any Improvements from the City Property, repair any damage caused by the Improvements or removal of same to the City Property, and restore the City Property as nearly as practicable to the condition existing immediately prior to the termination date.

Subject to the next paragraph hereinbelow, if City delivers written notice to District of City's decision to terminate this Agreement, said termination shall be effective within thirty (30) days after the date of said notice. Within said thirty (30) day period, District shall remove all of Improvements from the City Property, repair any damage caused to the City Property by Improvements and/or the removal of same, and restore the City Property as nearly as practicable to the condition existing immediately prior to the termination date.

In addition to the foregoing, in the event District violates any of the terms or conditions set forth in the this Agreement, City shall have the right upon delivery of written notice to District to revoke this Agreement on shorter notice than thirty (30) days or no notice at all. In such event, District shall immediately remove all Improvements from the City Property, repair any damage caused to the City Property by Improvements and/or the removal of same, and restore the City Property as nearly as practicable to the condition existing immediately prior to the revocation date.

Upon termination or revocation of the this Agreement, neither Party shall have any further rights or obligations under this Agreement, subject to the following exceptions: (i) District's obligation to remove the Improvements and repair and restore any damage to the City Property, as set forth hereinabove, shall survive the effective date of any such termination or revocation; (ii) in the event

District fails to timely remove any of the Improvements and/or repair and restore any damage to the City Property City reserves its legal remedies as set forth in Section 6 hereinbelow, including the right to recover from District City's actual out-of-pocket costs, plus administrative charges and interest, to effectuate said work; and (iii) District's release of liability and the rights of the City Indemnitees as set forth in Section 7 hereinbelow shall survive any such termination or revocation.

4. City Remedies. If City determines that District is not maintaining any of the Improvements in accordance with the this Agreement or if City determines that District has not timely removed any unauthorized Improvements or repaired any damage to the City Property and restored the City Property in accordance with the this Agreement, City shall have the right to deliver written notice to District stating in reasonable detail what maintenance, repair, or improvement work is required. If District thereafter fails to perform such work within a reasonable period, not to exceed thirty (30) days from the date of City's notice, City reserves the right, in addition to any other rights and remedies it may have hereunder or pursuant to applicable law, to enter onto the City Property, perform said maintenance, repair, improvement, or removal work itself, in which event District shall be responsible for reimbursing City for all of City's actual out-of-pocket costs (including payroll costs for work performed by City employees) plus an administrative charge of fifteen percent (15%). In addition, if District fails to pay any City invoice for said work within thirty (30) days after written notice from City, District shall additionally be liable to pay City interest on the delinquent payment at the rate of ten percent (10%) per annum or the maximum interest rate permitted by law, whichever is less.

City's rights set forth in this Section 6 shall survive a termination or revocation of this Agreement.

5. As-Is Condition; No City Representations and Warranties Regarding Condition of City Property; Release and Indemnity. District acknowledges and agrees that City is making no representations or warranties to District regarding the physical condition of the City Property, the existence of any patent or latent defects in the City Property or the location, condition, or other characteristics of any improvements situated on, over, or under the City Property, or the suitability of the City Property for District's intended use or any of the District's Improvements to be located thereon, and District assumes the full risk with respect thereto. District hereby releases City from any and all claims, liabilities, and losses that may be incurred by District with respect to the construction, installation, maintenance, repair, improvement, replacement, and removal of the Improvements, including any personal injury or death, property damage, or economic loss arising therefrom, and City shall have no liability therefor, except claims arising from the sole negligence or willful misconduct of the City.

In addition to the foregoing, District agrees to indemnify, defend, and hold harmless City and City's elected and appointed officials, employees, and agents (collectively, the "City Indemnitees") from and against any and all claims, liabilities, and losses arising out of District's construction, installation, maintenance, repair, improvement, replacement, and removal of any of the Improvements and use of the City Property, including without limitation claims for personal injury or death, property damage, and economic loss, and including without limitation fines and penalties and attorney's fees and costs, except claims arising from the sole negligence or willful misconduct of the City. In the event that any claim is made by any third party against any of the City Indemnitees, City agrees to promptly tender said claim to District and thereafter District shall defend said claim with counsel reasonably acceptable to City. City agrees to cooperate reasonably in the defense of any said claim, provided that District shall promptly reimburse City for any City out-of-pocket costs incurred with respect thereto, including without

limitation payroll costs at the applicable City rates for any time reasonably expended by City employees in assisting with said defense.

City's rights set forth in this Section 7 shall survive a termination or revocation of this Agreement.

6. Miscellaneous.

6.1 Notices. Any notices required to be delivered by one Party to the other Party pursuant to the terms of this Agreement shall be in writing. Notices shall be deemed effective if personally served in the manner authorized in the California Code of Civil Procedure for the service of lawsuits or by mail delivered by United States mail, first class, postage prepaid, to the following addresses: (i) for District, the District's Administrative Offices, 33122 Valle Road, San Juan Capistrano, CA 92675 (with notices directed to the attention of the attention of the Asst. Superintendent, Business and Support Services), and San Clemente High School, 700 Avenida Pico, San Clemente, CA 92673 (with notices directed to the attention of the School Principal); and (ii) for City, the City Hall address (with notices directed to the attention of the City Manager and the City Attorney).

No Third Party Beneficiaries; Successors and Assigns. Notwithstanding any other provision set forth in this Agreement to the contrary, nothing herein is intended to create any third party beneficiaries to this Agreement (with the exception of the rights set forth in Section 7 hereof benefiting the City Indemnitees other than City), and no person or entity other than District, City, and the City Indemnitees, and the permitted successors and assignees of any of them, shall be authorized to enforce the provisions set forth in this Agreement.

CAPISTRANO UNIFIED SCHOOL DISTRICT,
a Public School District

Date: _____, 20___

_____,
a _____

By: _____

Its: _____

"City"

CITY OF SAN CLEMENTE,
a municipal corporation

Date: _____, 20___

By: _____
City Engineer

ATTEST:

_____
City Clerk

120

EXHIBIT "A"

DESCRIPTION/DEPICTION OF DISTRICT'S IMPROVEMENTS

[to be inserted]

EL
CAMINO
REAL
HIGH
SCHOOL
10 YEARS

EXHIBIT "B"

ENCROACHMENT PERMIT CONDITIONS

1. No access or work shall be performed within the City right-of-way without the full knowledge of the assigned City Public Works Inspector who shall be given not less than 48 hours advance notice of the initiation of work at (949) 361-6131.

2. All traffic control within the construction area shall be flagged and barricaded to the satisfaction of the field inspector and shall be in compliance with the **Work Area Traffic Control Handbook (W.A.T.C.H),** latest edition.

3. Applicant agrees that it shall be its responsibility to provide its contractor, subcontractor or any other agent responsible for construction within the City right-of-way a copy of the Encroachment Permit Conditions and a complete set of approved plans which shall remain at the jobsite during working hours and shall be shown to any City employee, agent or duly authorized representative or any law enforcement officer upon demand.

4. Permitted use shall be constructed in accordance with the City specifications and approved plans subject to inspection and approval by the City Public Works Inspector. This Permit is valid only for the purpose specified herein; no change to the scope of work as identified in the application and/or drawings submitted therewith is permitted except upon written permission of the City Engineer or his/her duly authorized representative. Certification for all materials and work, if applicable, shall be furnished by the Applicant upon request to the City Public Works Inspector.

5. If in the opinion of the City Engineer the condition of the improvement is determined to be less than optimum, faded, torn, or in need or repair in any way, the Applicant or its contractor shall immediately repair or replace the improvement at the earliest convenience to the satisfaction of the City Engineer. All maintenance, repair, or replacement cost shall be the sole responsibility of the Applicant.

6. The Applicant shall be responsible for all construction and maintenance of the encroaching structure/use, to pay for the removal and reconstruction/installation of the encroaching use if City concluded that the encroaching structure or use fails to comply with all applicable requirements, and to remove the encroaching structure/use at applicant's sole cost and expense should City conclude in its sole and absolute discretion that such removal is appropriate.

7. Two way traffic shall be maintained at all times.

8. The roadway shall be free of all obstructions and completely open to traffic at the end of each working day. **No later than 3:00 p.m. on arterial streets.**

9. Care shall be exercised to prevent water, soil and debris from depositing in gutters.

10. No work shall be started on non-arterial streets before 7:00 a.m. or continue after 4:00 p.m. on weekdays unless local conditions necessitate special consideration. No work is allowed on Saturdays, Sundays or holidays without written authorization of the City Engineer.

11. No work shall begin before 9:30 a.m. or continue after 3:00 p.m. on arterial streets on weekdays.

12. Applicant shall notify (underground service alert) at least 24 hours before commencing any excavation

necessary to perform the work authorized by this Permit. Applicant agrees to contact and obtain an Inquiry ID Number from (underground service alert) (800) 422-4133 at least two (2) working days prior to commencing work.

13. This Permit may be immediately revoked for violation of Permit conditions, the creation of a nuisance or for reasons in the best interest of the City of San Clemente upon notice given by the City Engineer or his authorized representative. In the event of such a revocation, applicant shall immediately cease all operations and restore City right-of-way as directed by the Inspector. After notification, the City may take full possession of the area. Applicant shall pay to the City any and all costs involved in the event restoration of City property or removal of any items installed by the Applicant is necessary by the City.

14. All roadside drainage ditches shall be restored to a true grade and the intake and outlet ends of all culverts shall be left free from all excess materials and debris.

15. All approaches to private driveways and intersecting roads or streets shall be kept open to traffic at all times unless otherwise approved by the City Engineer.

16. Any damage caused to City structures by reason of Applicant's exercise of this Permit shall be repaired by Applicant at its sole expense to the satisfaction of the City Engineer. Upon notice of damage to City structures arising from the exercise of this Permit, should Applicant fail to promptly make repairs, the City may make any and all repairs or have repairs made and Applicant will be billed and shall reimburse City for all costs incurred.

17. This Permit is non-transferable.

18. The Applicant shall notify the City Engineer when all work is completed.

II. STANDARD CONDITION OF INDEMNITY

As an express and material term of the City's issuance of this Permit, Applicant agrees to indemnify and hold harmless the City, its officers, employees and agents from any and all claims, demands, causes of action, losses or other liabilities for any damage, whether to person or property, whatsoever arising out of or related to the permitted encroachment and Applicant's related construction activities. Applicant further agrees to indemnify and hold harmless the City, its officers, employees and agents for any injury to persons or property occasioned by reason of or arising out of the acts or omissions of Applicant, its agents, employees, contractors and subcontractors and/or any other person or entity performing work authorized by this Permit. It is the intent of this condition that Applicant shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Permit and that the City, its officers, employees and agents shall not be liable for any negligence, whether active or passive in nature, nonfeasance, misfeasance, or malfeasance related to or arising from this Permit, including but not limited to approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing, or inspecting any work or construction arising from this Permit. Applicant's duty of indemnification hereunder applies whether or not there is concurrent active or passive negligence on the part of City and/or City officers, employees and agents, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City.

III. STANDARD CONDITIONS OF APPLICANT'S DUTY TO DEFEND

A. As an express and material term of City's issuance of this Permit, Applicant agrees to defend, at its sole expense, the City, its officers, employees and agents from and against any and all claims, demands, causes of action, losses or other liabilities for any damage, whether to person or property, whatsoever arising out of or related to the permitted encroachment and Applicant's related construction activities. Applicant's duty to defend shall apply to the City, its officers, employees and agents for any injury to persons or property occasioned by reason of or arising out of the acts or omissions of the City, its officers, employees and/or agents125

relating to work authorized by this Permit and the acts or omissions of Applicant, its agents, employees, contractors and subcontractors and/or any other person or entity performing work authorized by this Permit. Applicant's duty to defend hereunder applies whether or not there is concurrent passive negligence on the part of City and/or City officers, employees and agents, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City.

B. In the event of any controversy, claim or dispute arising out of or relating to this Permit or the violation of any covenant contained herein, the prevailing party shall be entitled to receive from the losing party reasonable expenses, including attorney's fees and costs.

C. The City Engineer may, either at the time of the issuance of this Permit or at any time thereafter until the completion of the work, prescribe such additional conditions as he/she may deem necessary for the protection of the public property or for the prevention of undue interference with traffic or to assure public safety.

TIS Technical Support Memorandum of Understanding (MOU)

July 2012-June 2013

1. Scope of MOU

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

2. Agreement Overview

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

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

3. CUSD TIS Department MOU Conditions

The term of this MOU is for a minimum of one year. This MOU will automatically renew each July 1 unless and until either party terminates based upon the termination clause in this document. The MOU limits service to those tasks described in Section 8 for which between CUSD TIS department has qualified personnel to provide a necessary level of expertise for providing desktop support and customer service.

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

4. General Service Information & Hours of Operation

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

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

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

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

5. **Service Availability Commitment**

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

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

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

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

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

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

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

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

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

- Services are provided to CUSD clients/affiliates only.
- Communications involving changes to production services will be communicated with clients using **TIS Bulletins**.
- Upon client request, meetings will be scheduled between TIS and ROP to provide an opportunity for planning and to raise issues with services provided. ROP may request meetings at any time.
- Computers will be purchased by ROP, meeting CUSD TIS technical standards, and will be donated to CUSD via the District donation policy. Computers residing on the CUSD network will be recorded in the CUSD Asset Inventory database. Any changes to systems or users should be notified to TIS via web RADAR ticket. On ROP donated computers, TIS will support the software

drivers necessary to support the ROP provided local printers. Support for the physical printer will fall under ROP domain.

10. Issuance of Future MOUs/Payment Expectations

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

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

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

CAPISTRANO UNIFIED SCHOOL DISTRICT	CAPISTRANO-LAGUNA BEACH ROP
_____	_____
Clark Hampton Deputy Superintendent Business & Support Services	Kim Thomason Superintendent
_____	_____
Date	Date

NONPUBLIC, NONSECTARIAN SCHOOL SERVICES MASTER CONTRACT

CONTRACT YEAR 2012 - 2013

A. AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is made and entered into

This **1st** day of **July**, 20**12** between the

Capistrano Unified School District

hereinafter sometimes referred to as the "LEA," and

T.E.R.I. Inc. & The Country School
(Nonpublic, nonsectarian school)

hereinafter referred to as "CONTRACTOR,"

for the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5. It is understood that this Master Contract does not commit the LEA to payment for special education and related services provided to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and CONTRACTOR. It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

2. INDIVIDUAL SERVICES AGREEMENTS

The LEA and CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement

than the CONTRACTOR can provide, the CONTRACTOR may request a review of the pupil's IEP/IFSP for the purposes of consideration of a change in the pupil's placement. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

3. NONPUBLIC SCHOOL CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education Nonpublic School Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

4. TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract shall apply to any and all special education and/or related services provided by CONTRACTOR and payment for those services by the LEA.

5. COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation or disability in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy on sexual harassment in accordance with state and federal regulations and guidelines.

B. ADMINISTRATION OF CONTRACT

6. "DAYS"

For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

7. SUPERSEDES PRIOR CONTRACTS

This contract and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

8. MODIFICATIONS AND AMENDMENTS

The LEA and CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Trustees or authorized representative of CONTRACTOR. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

9. NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of the receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall be addressed to:

Sara R. Jocham,
Assistant Superintendent, SELPA
Name/Title

Capistrano Unified School District
Local Education Agency

33122 Valle Road
Address

San Juan Capistrano CA 92675
City State Zip
Zip

(949) 234-9270
Phone

(949) 240-9047
Facsimile

Notices to the CONTRACTOR shall be addressed to:

Krysti DeZonia, Senior Director
Name/Title

T.E.R.I. Inc.
Nonpublic School

251 Airport Road
Address

Oceanside CA 92058
City State

(760) 721-1706
Phone

(760) 721- 721-9872
Facsimile

10. INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

11. SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by the Assistant Superintendent, SELPA of Capistrano Unified School District. Such approval shall not be unreasonably withheld. The LEA and CONTRACTOR shall maintain a copy of the written approval.

12. INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees

and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

13. INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by CONTRACTOR in relation to the performance of service(s) under this Master Contract, of at least $ 1,000,000 combined single limit for all damages arising out of death or injury to, or death from, each accident or occurrence and $1,000,000 combined single limit for all damages arising out of injury to or destruction of property for each accident or occurrence. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 12, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 9 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable state's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 12 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 9 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of $1,000,000

per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least 30 days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

14. TRANSPORTATION

Transportation costs are the responsibility of the LEA unless otherwise agreed to in writing. The CONTRACTOR shall provide each pupil whom the CONTRACTOR transports with adequate supervision during transports and with instruction in school bus emergency procedures and passenger safety, as appropriate to the pupil's needs. The CONTRACTOR shall have in place a transportation safety plan containing procedures for school personnel to follow to ensure the safe transport of pupils.

In the event the CONTRACTOR transports students due to health, behavior, or other emergencies, or as otherwise agreed to between the CONTRACTOR and the LEA, the LEA shall reimburse CONTRACTOR at the rate specified in this Master Contract (Rate Schedule, Section 46 A or B).

15. WAIVERS

The LEA and/or CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

16. SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees.

17. SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

18. CONFLICTS OF INTEREST

The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

19. INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

20. DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 9) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

21. VENUE AND GOVERNING LAW

This contract and conditions of this contract shall be governed by the laws of the State of California with venue in San Diego County, California.

22. RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to California EC section 56366.4(a).

23. TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 9 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to nonmaintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 9 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Section 46 (Rate Schedule) and Section 48 (Billing and Payment) of this contract. CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 9 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

24. NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school shall provide documentation to the LEA that the LCI does not require as a condition of residential placement in the LCI, either of the following: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

C. EDUCATIONAL PROGRAM

25. ADMISSION / ENROLLMENT PROCEDURE

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP and immunization records. The LEA shall facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within 10 working days based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 9 (Notices) of this contract.

26. GENERAL PROGRAM OF INSTRUCTION

The Contractors educational materials, services, and programs will be consistent with the pupil's individualized education program in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The NPS offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials used by any local education agency that contracts with the NPS, nonsectarian school.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 9 (Notices) of this contract prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

27. SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A student who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the

CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

28. INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the NPS staff or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the NPS shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met at the nonpublic school, whether changes to the pupil's IEP are necessary, and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS may be appropriate to support transition to a public school program.

29. CALENDAR

By June 1 of each year, the CONTRACTOR shall submit a school calendar to the CUSD Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred and eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. The CONTRACTOR's calendar may include alternative attendance days, which may be used as long as no pupil exceeds 180 billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA. The CONTRACTOR shall arrange for transportation on the alternative attendance days.

The CONTRACTOR shall only provide designated instruction and services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) alternative attendance days, and/or 5) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

30. CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, make-up classes or services, or alternative attendance days. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

31. FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

32. "PARENT"

For the purpose of the contract, a parent is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

33. PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

If CONTRACTOR operates a residential component, CONTRACTOR shall cooperate with parents' reasonable requests for pupil visits in the parents' home during, but not limited to, holidays and weekends. CONTRACTORs operating residential components make the final determination as to whether a request is reasonable and whether it shall be allowed.

34. PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 9

(Notices) of this contract. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

35. ASSESSMENTS

a. STATE MANDATED TESTING

Standardized tests shall be administered pursuant to state requirements and local guidelines, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period. By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. LEA and CONTRACTOR shall collaborate to minimize the disruption to the educational programs for students caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

b. INDIVIDUAL STUDENT ASSESSMENT

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

36. ACCOUNTABILITY

The nonpublic, nonsectarian school shall be subject to the alternative accountability system described in the Public School Performance Accountability Program in the same manner as public schools (EC 56366(a)(8)(A), EC 52052(h).. The NPS shall prepare a school accountability report card, in accordance with state guidelines and requirements (EC 56366(a)(9). The nonpublic, nonsectarian school shall report the test results to the State Department of Education (EC 56366(a)(8)(A).

37. STUDENT DISCIPLINE / SUSPENSION / POSITIVE BEHAVIORAL INTERVENTIONS

In accordance with Title 5, Section 3052(i)(2), the Special Education Local Plan Area approves of the policies established by CONTRACTOR on corporal punishment, pupil discipline (including suspensions and notification to LEA of offenses which constitute state-mandated reasons for expulsions), positive behavioral interventions, and emergency behavioral interventions. This approval is contingent upon the CONTRACTOR's policies being in compliance with applicable state and federal laws. This approval also includes the implementation of these policies.

The CONTRACTOR ensures that the site administrator of the nonpublic school is aware of his/her responsibilities and duties with respect to the suspension of pupils in accordance with EC sections 48911(h) and 48911.5. The CONTRACTOR shall send the LEA case manager notice of suspension for any LEA pupil issued such notice.

38. CONFIDENTIALITY OF RECORDS

All reports, records and other documents that CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

39. FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

D. PERSONNEL

40. VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed personnel consistent with the California laws and regulations unless the California Department of Education has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within 45 days of the change in accordance with Title 5, Section 3062.

Where behavior intervention services are provided by a nonpublic school, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

41. EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC section 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing).

42. QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

Effective July 1, 2001 the CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

43. STAFF ABSENCES

When a classroom teacher is absent, The CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

E. SAFETY

44. SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty or more pupils or more than one classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before; during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

45. REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the child abuse reporting laws, acknowledging their understanding of the reporting requirements regarding observed or suspected cases of child abuse. When filing a child abuse report under the Child Abuse Reporting laws, the CONTRACTOR shall include in the report the name, telephone number and address of the LEA representative as identified in Section 9 (Notices) of this contract.

b. Missing Students

The CONTRACTOR shall provide that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA Case Manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written accident report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within 48 hours.

The CONTRACTOR agrees to submit an incident report to the LEA case manager by the end of the following school day, in cases of injury resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a pupil's parents and the LEA regarding any injuries resulting from physical restraint.

d. Behavioral Emergency Reports

1. All "Emergency Behavior Reports" shall immediately be forwarded to, and reviewed by, a designated responsible administrator pursuant to California Code of Regulations Title 5 Section 3052 subsection (i)(6).

2. Anytime a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional analysis assessment, and to determine the necessity for an interim behavioral intervention plan (Ed Code Section 3052 (i)(7). A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.
3. CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulation sections 3001 (c)-(f) and 3052 (1)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any interventions that is designed to, or likely to, cause physical l pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar technique may be used as a short term emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any interventions that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one of more of his or her senses, pursuant to California Code of Regulations 3052(1) (1-8).

F. FINANCIAL

46. RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: T.E.R.I. INC & THE COUNTRY SCHOOL

The CONTRACTOR CDS NUMBER: 37-73569-7105075 & 37-73791-6927644
Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) Inclusive Education Program - (Includes Educational Counseling services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)	Rate	Period
Basic Education 1:1	**$235.01**	**Per diem**
Basic Education 1:3	**$165.50**	**Per diem**
Basic Education 1:9	**$125.08**	**Per diem**

2). Non Inclusive Education Program

Describe: _____ _____

b. Individualized Related Services

(That may include, but not be limited to: Transportation, Transportation by the parent, Emergency Transportation, Bus Passes, One to one aide, Physical Therapy, Nursing services and other individualized related services as applicable).

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

47. ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a cumulative total of excused and unexcused absences for the year to date. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices to the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR that are not a part of the inclusive rate as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 9 (Notices) of this contract.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Excused Absences

The LEA shall be responsible for payment for days that verified pupil excused absence occurs because of the pupil's illness, visits to the doctor or dentist, death in the immediate family, or any other reason set forth in EC section 48205, up to the applicable percentage of the approved instructional days per the individual services agreement for each pupil. The applicable percentage shall be 3.333% of the approved instructional days during the term of this contract. The LEA may agree in writing to pay for additional days of excused absences on a case-by-case basis. LEA is not responsible for payment for a pupil's absences that occur for reasons other than those cited in EC section 48205. To the extent any provision of this section 47(a) conflicts with any other provision of this Agreement, this section 47(a) shall govern.

b. Excused Absences for Transferring Pupils

In the event a pupil transfers from one NPS to another during the term of this contract, that transfer shall not increase the total number of excused absence days to be paid by the LEA. To the extent a transferring pupil's reimbursed excused absences exceed the applicable percentage times the number of approved instructional days at CONTRACTOR's facility as of the effective date of the transfer, CONTRACTOR shall reimburse the LEA for the overpayment within 45 days of the transfer.

Example. Assume pupil Jane Doe attends NPS#1 from day 1 through day 113 and amasses 8 Excused Absences, and Jane Doe attends NPS#2 from day 114 through 200 and amasses 7 Excused

Absences. Based on the days of attendance, NPS #1 is only entitled to reimbursement for 3.76 days and therefore, must refund to the LEA any overpayment for excused absences beyond the 3.76 days. NPS#2 is entitled to a maximum of 2.9 days of excused absence reimbursement, and would not be permitted to bill for any amount over 2.9 days of excused absence.

c. Unexcused Absences

If a pupil's absences exceed more than ten unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 9 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

CONTRACTOR shall notify the LEA case manager when a pupil has been absent for 10 consecutive school days. Failure by the CONTRACTOR to notify the LEA case manager within 5 days after the 10th consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth day of absence.

d. Change of Pupil's District of Residence

Within 5 days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and such notice shall be provided pursuant to Section 9 (Notices) of the contract. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

e. Parent Withdrawal of Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is disenrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

f. Make-up Classes or Sessions, Alternative Attendance Days

Make-up classes or sessions shall be scheduled as soon as possible and no later than within a thirty-day period from the date the services were originally to be provided. Alternative attendance days, if provided by the CONTRACTOR, shall be scheduled within the semester or following the extended year session, during which the services were originally to be provided. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP or unless such services or make-up classes are provided on the weekend consistent with EC section 37223 or on alternative attendance days. The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

48. BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. The effective date of an invoice shall be the date of the receipt by the LEA. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 9 (Notices) of this contract.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 9 (Notices) of this contract. This payment shall be at the rates agreed to in Section 46 (Rate Schedule) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions, and alternative attendance days (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay CONTRACTOR and any related services and transportation costs as specified in Section 46 (Rate Schedule) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR.

d. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within 90 days of receipt may be considered a breach of contract.

49. RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within 5 days; or (D) the CONTRACTOR fails to notify the LEA within 5 days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 9 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant to Section 9 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Section 46 (Rate Schedule) of this contract. If CONTRACTOR does not resubmit sufficient rebilling or verify remediation

of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

50. INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five years and shall be available for audit consistent with the provisions of this section.

b. LEA Access to Documents Related to the Master Contact

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within 20 days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations

c. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by LEA for such payment shall be made pursuant to the notice provisions of Section 9 of this contract. Any and all audit exceptions must be specified in complete detail before any demand by the LEA for any amount set forth therein.

d. Reasons for Unannounced Visits

LEA and/or Special Education Local Plan Area representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

e. Quality Review Committee

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. CONTRACTOR will participate in the review of the NPS via the San Diego County Nonpublic School Quality Review process on a four-year cycle. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on **July 1, 2012** and terminates at 5:00 p.m. on **June 30, 2013** unless sooner terminated as provided herein.

CONTRACTOR,

T.E.R.I. Inc. & The Country School

Nonpublic School

By:

Signature Date

Krysti DeZonia,
Senior Director

Name and Title of Authorized Representative

Capistrano Unified School District

By:

Signature Date

Sara R. Jocham
Assistant Superintendent, SELPA

Name and Title of Authorized Representative

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2012-2013 DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, AND MASTER CONTRACT AGREEMENTS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	INITIAL CONTRACT TERM	NOT TO EXCEED
ICA	1213041	3	Title I	Action Learning Systems, Inc.	Benchmark Testing and Assessment Training	7/01/12-6/30/13	$ 115,000.00
ICA	1213042	3	PTA	Meet the Masters, Inc.	Districtwide art lectures and classroom activities	7/01/12-6/30/13	$ 75,000.00
ICA	1213084	5	Staff Relations and Negotiations	Barber & Gonzales Consulting Group	Negotiations preparation for CUSD and SCEA leadership representatives for the facilitation of Interest Based Bargaining process	7/01/12-6/30/13	$ 30,000.00
ICA	1213085	5	General	Dolinka Group, LLC	Preparation of the District's annual and five year reports for developer fee revenue and expenditures	7/01/12-6/30/13	$ 2,700.00
ICA	1213087	3	Education	Art Masters, Inc.	Instructional Classroom and Art Programs	7/01/12-6/30/13	$ 42,148.00
ICA	1213088	3	General	Quintessential School Systems	Evaluation and customized training for the Human Resources and Accounts Payable Department	7/01/12-6/30/13	$ 4,000.00
MCA	1213053	3	Special Ed	Devereux League City	Residential Mental Health Services	7/01/12-6/30/13	$ 330,000.00
MCA	1213054	3	Special Ed	Devereux Victoria	Residential Mental Health Services	7/01/12-6/30/13	$ 122,000.00
MCA	1213055	3	Special Ed	Cathedral Home for Children Mae Olson Ed. Center	Residential Mental Health Services	7/01/12-6/30/13	$ 175,000.00
MCA	1213056	3	Special Ed	Mingus Mountain Academy	Residential Mental Health Services	7/01/12-6/30/13	$ 136,000.00
MCA	1213057	3	Special Ed	Mardan School	Basic Education Program/Special Education Instruction	7/01/12-6/30/13	$ 75,000.00
MCA	1213058	3	Special Ed	Alpine Academy	Residential Mental Health Services	7/01/12-6/30/13	$ 355,000.00
MCA	1213059	3	Special Ed	Clarinda Academy	Residential Mental Health Services	7/01/12-6/30/13	$ 255,000.00
MCA	1213060	3	Special Ed	Chileda	Residential Mental Health Services	7/01/12-6/30/13	$ 160,000.00
MCA	1213061	3	Special Ed	Heritage	Residential Mental Health Services	7/01/12-6/30/13	$ 270,000.00
MCA	1213062	3	Special Ed	Oak Grove	Residential Mental Health Services	7/01/12-6/30/13	$ 35,000.00
MCA	1213063	3	Special Ed	Devereux Arizona	Residential Mental Health Services	7/01/12-6/30/13	$ 225,000.00
MCA	1213064	3	Special Ed	Red Rock Canyon	Residential Mental Health Services	7/01/12-6/30/13	$ 155,000.00
MCA	1213065	3	Special Ed	Woodward Academy	Residential Mental Health Services	7/01/12-6/30/13	$ 140,000.00
MCA	1213066	3	Special Ed	Devereux Cleo Wallace	Residential Mental Health Services	7/01/12-6/30/13	$ 245,000.00
MCA	1213067	3	Special Ed	Yellowstone Boys and Girls Ranch	Residential Mental Health Services	7/01/12-6/30/13	$ 395,000.00
MCA	1213071	3	Special Ed	Autism Spectrum Therapies, Inc.	Behavior Intervention Supervision	7/01/12-6/30/13	$ 25,000.00

2012-2013 DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, AND MASTER CONTRACT AGREEMENTS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	INITIAL CONTRACT TERM	NOT TO EXCEED
MCA	1213072	3	Special Ed	Center for Autism & Related Disorders, Inc.	Behavior Intervention - Direct Therapy-Supervision	7/01/12-6/30/13	$ 3,000.00
MCA	1213073	3	Special Ed	Deborah Hebert	Occupational Therapy Services	7/01/12-6/30/13	$ 15,000.00
MCA	1213074	3	Special Ed	Pliha Speech & Learning Center	Language and Speech Development and Remediation	7/01/12-6/30/13	$ 2,000.00
MCA	1213075	3	Special Ed	Wertheimer Gale & Associates	Occupational Therapy Services	7/01/12-6/30/13	$ 2,000.00
MCA	1213076	3	Special Ed	Olive Crest Academy-Canal Elementary	Transport escort services to CUSD students and classroom aides	7/01/12-6/30/13	$ 200,000.00
MCA	1213077	3	Special Ed	Ocean View	Counseling, Language and Speech Therapy and Psychological Services	7/01/12-6/30/13	$ 500,000.00
MCA	1213078	3	Special Ed	Pyramid Autism Center	Basic Education Program/Special Education Instruction	7/01/12-6/30/13	$ 50,000.00
MCA	1213079	3	Special Ed	Speech & Language Development Center	Basic Education Program/Special Education Instruction	7/01/12-6/30/13	$ 300,000.00
MCA	1213080	3	Special Ed	Olive Crest Academy - TEC	Basic Education Program/Special Education Instruction, Transportation and classroom aides	7/01/12-6/30/13	$ 55,000.00
MCA	1213081	3	Special Ed	Blind Children's Learning Center	Basic Education Program/Special Education Instruction	7/01/12-6/30/13	$ 75,000.00
MCA	1213082	3	Special Ed	Comprehensive Educational Services dba ACES	Behavior Intervention, Supervision, and Travel	7/01/12-6/30/13	$ 5,000.00
MCA	1213083	3	Special Ed	Devereux Georgia-Ackerman Academy	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/01/12-6/30/13	$ 82,000.00
MCA	1213086	3	Special Ed	Oak Grove Institute-Jack Weaver	Occupational Therapy Services	7/01/12-6/30/13	$ 620,000.00
PSA	1213022	2	Special Ed	The Regents of the University of California on behalf of the University of California, San Diego, School of Medicine, Department of Pediatrics	Physician and medical consultation services for District's IEP team	7/01/12-6/30/13	$ 15,000.00
RATIFY							
PSA	1213069	3	Special Ed	Robin Lee Morris	Psycho-educational Assessment	5/31/12-6/30/13	$ 4,000.00
						TOTAL	**$ 5,294,848.00**

2012-2013 DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, AND MASTER CONTRACT AGREEMENTS

AMENDMENTS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	INITIAL CONTRACT TERM	COMMENT
ICA	1213052	5	Mello Roos & General	Westgroup Management. Inc.	Assisting negotiation of a mitigation agreement with the Rancho Mission viejo Company	7/01/12-6/30/13	Revised Contract Term
MCA	1213044	2	Special Ed	Leisure Care Referral Agency	Nursing Services	7/01/12-6/30/13	Reduced Fee Schedule
MCA	1213045	2	Special Ed	Maxim Healthcare Services, Inc.	Nursing Services	7/01/12-6/30/13	Reduced Fee Schedule
MCA	1213049	3	Special Ed	Autism Behavior Consultants. Inc.	Physical Therapy assessments for CUSD students	7/01/12-6/30/13	Reduced Fee Schedule
MCA	1213051	3	Special Ed	Center for Autism Resources. Evaluation &Services (CARES)	Physical Therapy assessments for CUSD students	7/01/12-6/30/13	Reduced Fee Schedule
PSA	1213006	3	Special Ed	Paul Alan Dores, PHD	Consultation services for autism services	7/01/12-6/30/13	Reduced Fee Schedule
PSA	1213015	3	Special Ed	Jeffrey S. Owen	Psychoeducational assessments of CUSD students	7/01/12-6/30/13	Reduced Fee Schedule
PSA	1213034	2	Special Ed	Leisure Care Referral Agency	Health services for a certified licensed vocational nurse to special education students	7/01/12-6/30/13	Reduced Fee Schedule

ICA - Independent Contractors Agreement

PSA - Professional Services Agreement

MC- Master Contract

Pillar 1 Community Relations

Pillar 2 Safe & Healthy Schools

Pillar 3 Academic Achievement & Enrichment

Pillar 4 Character Development

Pillar 5 Effective Operations

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**) is effective as of 6/28/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

ACTION LEARNING SYSTEMS, INC.

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

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

WHEREAS, CONTRACTOR is specially trained, 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 "Contracting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed $115,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 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 Contractor 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 [ ] Special Conditions [X] Required Documents and Certification [X] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONTRACTOR

Signature_____

Name: _____

Title: _____

Address_____

_____

Email Address:_____

FEIN/SSN_____

Antifae, Donna M.

From: Danelle Abbott <dabbott@actionlearningsystems.com>
Sent: Friday, June 08, 2012 4:28 PM
To: Antifae, Donna M.
Subject: RE: [General Information] FEE SCHEDULE
Attachments: Product Order Forms 2011.pdf

Attached is the fee schedule for our products. We also have a few new products that have not yet made it on the form:

Direct Interactive Instruction Posters- $15/ea Direct Interactive Instruction Training Binders- $75/ea Leadership Academy Training Binder- $50/binder Instructional Materials Training Binder- $75/binder

Our service fee is $2,200/day/trainer.

Please let me know if you have any other questions.

Thank You,

Danelle Abbott
Accounting Manager
Action Learning Systems, Inc.
135 S. Rosemead Blvd.
Pasadena, CA 91107
Office: 626.744.5344
Fax: 626.744.5355
Cell: 818.470.2495

-----Original Message-----
From: admin@actionlearningsystem.com [mailto:admin@actionlearningsystem.com] On Behalf Of Action Learning Systems, Inc.
Sent: Friday, June 08, 2012 4:17 PM
To: Danelle Abbott
Subject: [General Information] FEE SCHEDULE

Donna Antifae sent a message using the contact form at http://www.actionlearningsystems.com/index.php?q=contact.

Please provide a Fee Schedule for your program(s) for contract renewal with Capistrano Unified School District, San Juan Capistrano, CA for the fiscal year 2012-13.

Thank you, Donna Antifae

Content Standards Signs

ORDER FORM | Action *Learning* Systems, Inc.

SCHOOL NAME _____ SCHOOL CONTACT _____ PHONE _____ DATE ORDERED _____

SCHOOL ADDRESS _____ PHONE _____ DATE NEEDED _____

SHIPPING ADDRESS _____ PURCHASE ORDER # _____

BILLING ADDRESS _____ AMOUNT TOTAL _____

QUANTITY	PRODUCT	PRICE	TOTAL COST
	Standard Signs: Grades K–6 *Price includes ELA, Math, Science, History/Social Science* *Individual sign size: 11"(h) x 17"(w)*		
_____	Kindergarten *(Kit 1)*	**$125**	_____
_____	1st Grade *(Kit 2)*	**$125**	_____
_____	2nd Grade *(Kit 3)*	**$125**	_____
_____	3rd Grade *(Kit 4)*	**$125**	_____
_____	4th Grade *(Kit 5)*	**$125**	_____
_____	5th Grade *(Kit 6)*	**$125**	_____
_____	6th Grade *(Kit 7)*	**$125**	_____
	Spanish Standard Signs: Grades K–3 *Price includes ELA, Math, Science, History/Social Science* *Individual sign size: 3"(h) x 23.5"(w)*		
_____	Kindergarten *(Kit 1Sp)*	**$125**	_____
_____	1st Grade *(Kit 2Sp)*	**$125**	_____
_____	2nd Grade *(Kit 3Sp)*	**$125**	_____
_____	3rd Grade *(Kit 4Sp)*	**$125**	_____

QUANTITY	PRODUCT	PRICE	TOTAL COST
	Standard Signs: Grades 7–8 *Individual sign size: 11"(h) x 17"(w)*		
_____	7th–8th Grade: ELA *(Kit 12)*	**$95**	_____
_____	7th Grade Math, Algebra I *(Kit 13)*	**$95**	_____
_____	7th–8th Grade: Science *(Kit 14)*	**$95**	_____
_____	7th–8th Grade: History *(Kit 15)*	**$95**	_____
	Standard Signs: Grades 9–12 *Individual sign size: 11"(h) x 17"(w)*		
_____	9th–12th Grade: ELA *(Kit 16)*	**$125**	_____
_____	Biology, Chemistry, Earth Science *(Kit 17)*	**$185**	_____
_____	Algebra I, Geometry, Algebra II *(Kit 18)*	**$125**	_____
_____	American Democracy, Economy, U.S. History, World History *(Kit 19)*	**$185**	_____

SUBTOTAL	_____
+ *Shipping at 10%* (not to exceed $250.00)	_____
+ *Tax (_____%)*	_____
TOTAL	_____

NOTES

Please fax completed form to: **(626) 744-5355, Attn: Kim Swanson** or email: **sales@actionlearningsystems.com**

Rev. 5/18/2010 • Prices are subject to change and good through December 30, 2010. • Visit www.actionlearningsystems.com for the latest prices.

In-Class Instructional Products

ORDER FORM | Action *Learning* Systems, Inc.

SCHOOL NAME _____ SCHOOL CONTACT _____ PHONE _____ DATE ORDERED _____

SCHOOL ADDRESS _____ PHONE _____ DATE NEEDED _____

SHIPPING ADDRESS _____ PURCHASE ORDER # _____

BILLING ADDRESS _____ AMOUNT TOTAL _____

QUANTITY	PRODUCT	PRICE	TOTAL COST
	Classroom Strategy Books *Price includes handbook & CD-ROM*		
_____	Literacy Solution	**$49**	_____
_____	Primary Literacy Solution	**$49**	_____
_____	Math Solution	**$49**	_____
	Parent Standards Workshop		
_____	Instructor Version	**$50**	_____
_____	Participant Version	**$15.50**	_____
	Videos		
_____	Reciprocal Teaching	**$50**	_____
_____	Standards-Based Student-Led Conferences	**$50**	_____
	Reciprocal Teaching		
_____	Reciprocal Teaching Tool Kit Includes Literacy Solution handbook with CD-ROM, Reading Tree Poster, Question, Clarify, Summarize and Predict Posters, Reciprocal Teaching Process poster, On- and Under-the-Surface Poster, and 9 sets of RT cards	**$125**	_____
_____	Reciprocal Teaching Card Set Includes 9 sets of 4 cards	**$21**	_____

QUANTITY	PRODUCT	PRICE	TOTAL COST
	Individual Posters		
_____	Reciprocal Teaching Process	**$10**	_____
_____	On- and Under-the-Surface	**$10**	_____
_____	Reading Tree	**$10**	_____
_____	Question	**$10**	_____
_____	Clarify	**$10**	_____
_____	Summarize	**$10**	_____
_____	Predict	**$10**	_____
	Posters		
_____	Strategy Poster Set Set of 12 posters includes: Cause and Effect, Comparing Concepts, Concept Map, Event Map, Cycle Map, Learning Action Verbs, Math Organizer, Problem Solving Tree, Process Writing, Sensory Summary, Story Grammar Map, Time-Sequence	**$120**	_____
_____	Spanish Poster Set Set of 6 posters includes: Sensory Summary, Story Grammar Map, Time-Sequence, Comparing Concepts, Problem Solving Tree, Cycle Map	**$60**	_____

SUBTOTAL	_____
+ Shipping at 10% (not to exceed $250.00)	_____
+ Tax (_____%)	_____
TOTAL	_____

NOTES

Please fax completed form to: **(626) 744-5355, Attn: Kim Swanson** or email: **sales@actionlearningsystems.com**

Rev. 5/17/2010 • Prices are subject to change and good through December 30, 2010. • Visit www.actionlearningsystems.com for the latest prices.

EXIT ELA *(CAHSEE Preparation)*

ORDER FORM | Action *Learning* Systems, Inc.

SCHOOL NAME _____ SCHOOL CONTACT _____ PHONE _____ DATE ORDERED _____

SCHOOL ADDRESS _____ PHONE _____ DATE NEEDED _____

SHIPPING ADDRESS _____ PURCHASE ORDER # _____

BILLING ADDRESS _____ AMOUNT TOTAL _____

QUANTITY	PRODUCT	PRICE	TOTAL COST
	ELA Module Curriculum *(1 Semester)*		
	Teacher price includes Modules A–R		
_____	Teacher Edition Module	**$95**	_____
	Student Modules		
_____	Student Module Set *(A–R)*	**$135**	_____
_____	**A:** Multiple-Choice Questions	**$8.50**	_____
_____	**B:** Elements of English	**$8.50**	_____
_____	**C:** Clarifying Clauses and Phrases	**$8.50**	_____
_____	**D:** Verbs in Action	**$8.50**	_____
_____	**E:** Sentence Construction	**$8.50**	_____
_____	**F:** Powerful Paragraphs	**$8.50**	_____
_____	**G:** The Power of Words	**$8.50**	_____
_____	**H:** On-Demand Writing	**$8.50**	_____
_____	**I:** Description and Detail	**$8.50**	_____
_____	**J:** Playing with Poetry	**$8.50**	_____
_____	**K:** Characters and Conflict	**$8.50**	_____
_____	**L:** Crafting a Thesis	**$8.50**	_____
_____	**M:** Support Your Ideas	**$8.50**	_____
_____	**N:** The Impact of Drama	**$8.50**	_____
_____	**O:** Consumer and Workplace Documents	**$8.50**	_____
_____	**P:** Evaluate the Evidence	**$8.50**	_____
_____	**Q:** Extend Your Ideas	**$8.50**	_____
_____	**R:** Review and Revise	**$8.50**	_____

QUANTITY	PRODUCT	PRICE	TOTAL COST
	ELA 7-Unit Curriculum *(1 Semester)*		
	Teacher price includes transparencies and manipulatives		
_____	Teacher Edition Units	**$195**	_____
_____	Student Units *(0–100)*	**$75**	_____
_____	Student Units *(101+)*	**$70**	_____
	ELA Teacher Tool Kit		
	Price includes Process Writing poster, Reading Tree poster, RT poster, and RT cards		
_____	ELA Teacher Tool Kit	**$50**	_____
	ELA Assessment Ancillary *(not sold separately)*		
_____	Assessment Ancillary Price includes black line masters for Pre- , Interim, and Post-tests (multiple-choice and on-demand writing); answer keys and rationales; anchor papers and commentary; and tools for tracking student progress	**$35**	_____
_____	Optional Hand Scoring Price (per student, per test) includes scan sheets, scoring, and reporting	**$5**	_____

SUBTOTAL	_____
+ Shipping at 10% (not to exceed $250.00)	_____
+ Tax (_____%)	_____
TOTAL	_____

PACKAGE CHECKLIST

TEACHER 18-MODULE **SHIP DATE**
____Teacher Module _____

STUDENT 18-MODULE
____A ____F ____K ____P
____B ____G ____L ____Q
____C ____H ____M ____R
____D ____I ____N
____E ____J ____O
____Final Review

TEACHER 7-UNIT
(white envelope & transparencies)
____1. Autobiography _____
____2. Bio Narrative _____
____3. Exp.Writing _____
____4. Resp. to Lit. _____
____5. Persuasion _____
____6. Business Letter _____
____7. Review _____

STUDENT 7-UNIT
____1. Autobiography _____
____2. Bio Narrative _____
____3. Exp.Writing _____
____4. Resp. to Lit. _____
____5. Persuasion _____
____6. Business Letter _____
____7. Review _____

TEACHER TOOL KIT
____3 Pos. / RT cards _____

ASSESSMENT ANCILLARY
____Ancillary _____

ASSESSMENTS Shrink Total
____ELA Pre-Test ❑
____ELA Post-Test ❑
____Scan sheets ❑

Please fax completed form to: **(626) 744-5355, Attn: Kim Swanson** or email: **sales@actionlearningsystems.com**

Rev. 5/19/2010 • Prices are subject to change and good through December 30, 2010. • Visit www.actionlearningsystems.com for the latest prices.

EXIT Math *(CAHSEE Preparation)*

ORDER FORM | Action *Learning* Systems, Inc.

SCHOOL NAME _____ SCHOOL CONTACT _____ PHONE _____ DATE ORDERED _____

SCHOOL ADDRESS _____ PHONE _____ DATE NEEDED _____

SHIPPING ADDRESS _____ PURCHASE ORDER # _____

BILLING ADDRESS _____ AMOUNT TOTAL _____

QUANTITY	PRODUCT	PRICE	TOTAL COST
	Math 13-Module Curriculum *Teacher price includes Modules 1–13*		
_____	Teacher Edition Modules	**$95**	_____
	Student Modules		
_____	Student Module Set *(1–13)*	**$102**	_____
_____	**1:** Proportions	**$8.50**	_____
_____	**2:** Percentage Problems	**$8.50**	_____
_____	**3:** Add. and Sub. of Fractions	**$8.50**	_____
_____	**4:** Multiplication and Division of Fractions	**$8.50**	_____
_____	**5:** LCM and GCD	**$8.50**	_____
_____	**6:** Exponent Rules	**$8.50**	_____
_____	**7:** Write Expressions, Equations, or Inequalities	**$8.50**	_____
_____	**8:** Order of Operations	**$8.50**	_____
_____	**9:** Create and Interpret Graphs	**$8.50**	_____
_____	**10:** Multiply and Divide Monomials	**$8.50**	_____
_____	**11:** Graph Linear Functions/Slope	**$8.50**	_____
_____	**12:** Plot Values on a Graph	**$8.50**	_____
_____	**13:** Solve Linear Equations and Inequalities	**$8.50**	_____

QUANTITY	PRODUCT	PRICE	TOTAL COST
	Math 6-Unit Curriculum *Teacher price includes transparencies and manipulatives*		
_____	Teacher Edition Units 1–6	**$285**	_____
_____	Student Units 1–6 *(0–100)*	**$95**	_____
_____	Student Units 1–6 *(101+)*	**$85**	_____
	Math Teacher Tool Kit *Price includes Comparing Concepts poster, Cycle Map poster, Math Organizer poster, and Problem-Solving Tree poster*		
_____	Math Teacher Tool Kit	**$40**	_____
	Math Assessment *(not sold separately)*		
_____	Assessment Ancillary — Price includes black line masters for Pre- and Post-tests, answer keys, and tools for tracking student progress	**$25**	_____
_____	Optional Hand Scoring — Price (per student, per test) includes scan sheets, scoring, and reporting	**$3.50**	_____

SUBTOTAL _____

+ Shipping at 10% (not to exceed $250.00) _____

+ Tax (_____%) _____

TOTAL _____

PACKAGE CHECKLIST

TEACHER 13-MODULE SHIP DATE
(book & cards / white tuck top box / transparencies in 3H Binder)
____Teacher Edition _____
____Transparencies
____Manipulatives

STUDENT 13-MODULE
____1 ____6 ____11
____2 ____7 ____12
____3 ____8 ____13
____4 ____9
____5 ____10

TEACHER 6-UNIT
(book & cards / white tuck top box / transparencies in 3H Binder)
____Stats.Data.Prob _____
____Number Sense _____
____Alg. & Func. _____
____Meas. & Geo. _____
____Algebra I _____
____Review _____

STUDENT 6-UNIT
____Stats.Data.Prob _____
____Number Sense _____
____Alg. & Func. _____
____Meas. & Geo. _____
____Algebra I _____
____Review _____

TEACHER TOOL KIT
____4 posters _____

ASSESSMENT ANCILLARY
____Ancillary _____

Please fax completed form to: **(626) 744-5355, Attn: Kim Swanson** or email: **sales@actionlearningsystems.com**

Rev. 5/19/2010 • Prices are subject to change and good through December 30, 2010. • Visit www.actionlearningsystems.com for the latest prices.

Learning Tree Math

ORDER FORM | Action *Learning* Systems, Inc.

SCHOOL NAME _____ SCHOOL CONTACT _____ PHONE _____ DATE ORDERED _____

SCHOOL ADDRESS _____ PHONE _____ DATE NEEDED _____

SHIPPING ADDRESS _____ PURCHASE ORDER # _____

BILLING ADDRESS _____ AMOUNT TOTAL _____

QUANTITY	PRODUCT	PRICE	TOTAL COST

NUMBER SENSE

Teacher Sequences
Includes classroom manipulatives

_____ Course A . . . . . **$110** _____
_____ Course B . . . . . **$110** _____

Transparencies Sets

_____ Course A . . . . . **$65** _____
_____ Course B . . . . . **$65** _____

Student Sequences
Includes whiteboard and marker

_____ Course A . . . . . **$45** _____
_____ Course B . . . . . **$45** _____

Assessments*
Includes pre- and post-test, and scan sheets

_____ Course A . . . . . **$6.25** _____
_____ Course B . . . . . **$6.25** _____

QUANTITY	PRODUCT	PRICE	TOTAL COST

ALGEBRA & FUNCTIONS

Teacher Sequences
Includes classroom manipulatives

_____ Course C . . . . . **$110** _____
_____ Course D . . . . . **$110** _____

Transparencies Sets

_____ Course C . . . . . **$65** _____
_____ Course D . . . . . **$65** _____

Student Sequences
Includes whiteboard and marker

_____ Course C . . . . . **$45** _____
_____ Course D . . . . . **$45** _____

Assessments*
Includes pre- and post-test, scan sheets, scanning, and reporting

_____ Course C . . . . . **$6.25** _____
_____ Course D . . . . . **$6.25** _____

SUBTOTAL _____
+ Shipping at 10% (not to exceed $250.00) _____
+ Tax (_____%) _____
TOTAL _____

* Price per student

PACKAGE CHECKLIST

Teacher Sequences
(Book & cards / White tuck top box)
____ **Course A (*NS*)**
____ A Transparencies (White Env.)
____ **Course B (*NS*)**
____ B Transparencies (White Env.)
____ **Course C (*AF*)**
____ C Transparencies (White Env.)
____ **Course D (*AF*)**
____ D Transparencies (White Env.)

Student Sequences
(Book, whiteboard, marker / Smoke poly folder)
____ **Course A (*NS*)**
____ **Course B (*NS*)**
____ **Course C (*AF*)**
____ **Course D (*AF*)**

Assessments (Pre-Test) — Shrink Total
____ **Course A (*NS*)** ❑
____ **Course B (*NS*)** ❑
____ **Course C (*AF*)** ❑
____ **Course D (*AF*)** ❑
____ Scan sheets ❑

Assessments (Post-Test) — Shrink Total
____ **Course A (*NS*)** ❑
____ **Course B (*NS*)** ❑
____ **Course C (*AF*)** ❑
____ **Course D (*AF*)** ❑
____ Scan sheets ❑

❑ Post-Test Fulfillment
Date Needed _____
Date Shipped _____

Notes

Please fax completed form to: **(626) 744-5355, Attn: Kim Swanson** or email: **sales@actionlearningsystems.com**

Rev. 7/16/2008 • Prices are subject to change and good through December 30, 2010. • Visit www.actionlearningsystems.com for the latest prices.

Learning Tree Math (Comprehensive)

ORDER FORM | Action *Learning* Systems, Inc.

SCHOOL NAME _____ SCHOOL CONTACT _____ PHONE _____ DATE ORDERED _____

SCHOOL ADDRESS _____ PHONE _____ DATE NEEDED _____

SHIPPING ADDRESS _____ PURCHASE ORDER # _____

BILLING ADDRESS _____ AMOUNT TOTAL _____

QUANTITY	PRODUCT	PRICE	TOTAL COST

NUMBER SENSE

Teacher Sequences

Includes transparencies and manipulatives

_____	Course A	**$155**	_____
_____	Course B	**$155**	_____

Student Sequences

Includes whiteboard and marker

_____	Course A	**$45**	_____
_____	Course B	**$45**	_____

Assessments*

Includes pre- and post-test, and scan sheets

_____	Course A	**$6.25**	_____
_____	Course B	**$6.25**	_____

QUANTITY	PRODUCT	PRICE	TOTAL COST

ALGEBRA & FUNCTIONS

Teacher Sequences

Includes transparencies and manipulatives

_____	Course C	**$155**	_____
_____	Course D	**$155**	_____

Student Sequences

Includes whiteboard and marker

_____	Course C	**$45**	_____
_____	Course D	**$45**	_____

Assessments*

Includes pre- and post-test, scan sheets, scanning, and reporting

_____	Course C	**$6.25**	_____
_____	Course D	**$6.25**	_____

SUBTOTAL _____

+ Shipping at 10% (not to exceed $250.00) _____

+ Tax (_____%) _____

TOTAL _____

PACKAGE CHECKLIST

Teacher Sequences
(Book & cards / White tuck top box)
____ **Course A (*NS*)**
Transparencies (White Env.)
____ **Course B (*NS*)**
Transparencies (White Env.)
____ **Course C (*AF*)**
Transparencies (White Env.)
____ **Course D (*AF*)**
Transparencies (White Env.)

Student Sequences
(Book, whiteboard, marker / Smoke poly folder)
____ **Course A (*NS*)**
____ **Course B (*NS*)**
____ **Course C (*AF*)**
____ **Course D (*AF*)**

Assessments (Pre-Test) — Shrink Total
____ **Course A (*NS*)** ❑
____ **Course B (*NS*)** ❑
____ **Course C (*AF*)** ❑
____ **Course D (*AF*)** ❑
____ Scan sheets ❑

Assessments (Post-Test) — Shrink Total
____ **Course A (*NS*)** ❑
____ **Course B (*NS*)** ❑
____ **Course C (*AF*)** ❑
____ **Course D (*AF*)** ❑
____ Scan sheets ❑

❑ Post-Test Fulfillment
Date Needed _____
Date Shipped _____

Notes

* Price per student

Please fax completed form to: **(626) 744-5355, Attn: Kim Swanson** or email: **sales@actionlearningsystems.com**

Rev. 5/2010 • Prices are subject to change and good through December 30, 2010. • Visit www.actionlearningsystems.com for the latest prices.

Learning Tree ELA

ORDER FORM | Action *Learning* Systems, Inc.

SCHOOL NAME _____ SCHOOL CONTACT _____ PHONE _____ DATE ORDERED _____

SCHOOL ADDRESS _____ PHONE _____ DATE NEEDED _____

SHIPPING ADDRESS _____ PURCHASE ORDER # _____

BILLING ADDRESS _____ AMOUNT TOTAL _____

QUANTITY	PRODUCT	PRICE	TOTAL COST

TEACHER SEQUENCES*

Elementary *(Grades K–5)*

Autobiography, Time-Sequence, Definition, Compare-Contrast, Problem-Solution

_____	Red *(Grades K–1)*	**$105**	_____
_____	Orange *(Grades 2–3)*	**$105**	_____
_____	Yellow *(Grade 4)*	**$105**	_____
_____	Green *(Grade 5)*	**$105**	_____

Middle School *(Grades 6–8)*

Autobiography, Time-Sequence, Definition, Description-Episode (Sequences 1–4)

_____	Blue *(Grade 6)*	**$105**	_____
_____	Indigo *(Grade 7)*	**$105**	_____
_____	Violet *(Grade 8)*	**$105**	_____

Biographical Narrative, Compare-Contrast, Cause-Effect, Problem-Solution (Sequences 5–8)

_____	Blue *(Grade 6)*	**$105**	_____
_____	Indigo *(Grade 7)*	**$105**	_____
_____	Violet *(Grade 8)*	**$105**	_____

* Price includes sequences and transparencies

** Price per student includes Pre- and Post Program Assessments

STUDENT SEQUENCES**

Elementary *(Grades K–5)*

Autobiography, Time-Sequence, Definition, Compare-Contrast, Problem-Solution

_____	Red *(Grades K–1)*	**$45**	_____
_____	Orange *(Grades 2–3)*	**$45**	_____
_____	Yellow *(Grade 4)*	**$45**	_____
_____	Green *(Grade 5)*	**$45**	_____

Middle School *(Grades 6–8)*

Autobiography, Time-Sequence, Definition, Description-Episode (Sequences 1–4)

_____	Blue *(Grade 6)*	**$45**	_____
_____	Indigo *(Grade 7)*	**$45**	_____
_____	Violet *(Grade 8)*	**$45**	_____

Biographical Narrative, Compare-Contrast, Cause-Effect, Problem-Solution (Sequences 5–8)

_____	Blue *(Grade 6)*	**$45**	_____
_____	Indigo *(Grade 7)*	**$45**	_____
_____	Violet *(Grade 8)*	**$45**	_____

SUBTOTAL _____

+ Shipping at 10% (*not to exceed $250.00*) _____

+ Tax (_____ *%)* _____

TOTAL _____

PACKAGE CHECKLIST

Teacher Sequences

____Red
____Orange ____Blue
____Yellow ____Indigo
____Green ____Violet

Transparency Sets

____Red
____Orange ____Blue
____Yellow ____Indigo
____Green ____Violet

Student Sequences

____Red
____Orange ____Blue
____Yellow ____Indigo
____Green ____Violet

Assessments (Pre-test)

____Elementary Writing (sheets)
____Elementary Benchmark (booklet)
____Mid. School Writing (sheets)
____Mid. School Benchmark (booklet)
____Scan sheets

Assessments (Post-test)

____Elementary Writing (sheets)
____Elementary Benchmark (booklet)
____Mid. School Writing (sheets)
____Mid. School Benchmark (booklet)
____Scan sheets

Please fax completed form to: **(626) 744-5355, Attn: Kim Swanson** or email: **sales@actionlearningsystems.com**

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CA Teacher of English Learners *(CTEL Preparation)* ORDER FORM | Action *Learning* Systems, Inc.

NAME _____ SCHOOL NAME _____ PHONE _____ DATE ORDERED _____

SCHOOL ADDRESS _____ PHONE _____ DATE NEEDED _____

SHIPPING ADDRESS _____ PURCHASE ORDER # _____

BILLING ADDRESS _____ AMOUNT TOTAL _____

QUANTITY	PRODUCT	PRICE	TOTAL COST
_____	CTEL Test Preparation Course . . .	**$200**	_____

- *Test preparation materials for:*
  - Language and Language Development
  - Assessment and Instruction
  - Culture and Inclusion
- *Hand scoring and feedback on practice essays*
- *Scoring of multiple-choice items*
- *Shipping and handling*

NOTES

SUBTOTAL _____

+ *Tax (_____%)* _____

TOTAL _____

I agree that the contents of the Action Learning Systems, Inc. CTEL product are for my express personal use. All rights are reserved by Action Learning Systems, Inc. and no part of these materials may be reproduced in any form or by any electronic or mechanical means, including information storage and retrieval systems. I agree to not provide these materials to third parties, with or without compensation, which would include other individuals, school sites, districts, or use them in training others individuals.

Agreed: _____

Please fax completed form to: **(626) 744-5355, Attn: Kim Swanson** or email: **sales@actionlearningsystems.com**

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INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement)** is effective as of 6/28/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

MEET THE MASTERS, INC.

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

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

WHEREAS, CONTRACTOR is specially trained, 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 "Contracting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed $75,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 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 Contractor 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 [ ] Special Conditions [X] Required Documents and Certification [X] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONTRACTOR

Signature_____

Name: _____

Title: _____

Address_____

_____

Email Address:_____

FEIN/SSN_____

Pricing / What's Included:

Most schools purchase complete Tracks (7 artists in each), but we also offer 'a la carte' artists:

⇒ Curriculum for One Track (7 Artists in a Track): $2,100
⇒ Curriculum for One Artist (a la carte): $325

If you purchase a Track, it includes the following:

⇒ Implementation guide (step by step)
⇒ Artist lesson plan binders (7 artists)
⇒ Artist name/date cards
⇒ Vocabulary cards
⇒ Large laminated art prints (7)
⇒ Props for assemblies
⇒ PowerPoint slides presentation (7)
⇒ Color photo showing completed art activities
⇒ Student Awards
⇒ Duplicating Masters

Instructional DVDs: $50 per artist

Specialized Art Supplies (one classroom kit contains 36 sets to create up to 750 projects per artist). Example: Track A Pricing: $494 (van Gogh, Monet, Homer, Picasso, Cassatt, Mondrian and Escher)

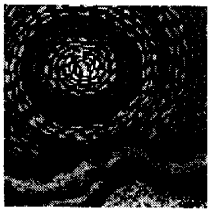
More Information:

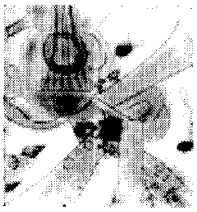
- Testimonials: http://www.meetthemasters.com/testimonials/
- Student Artwork Gallery: http://www.meetthemasters.com/student-gallery/
- 35 Artists and Art Projects: http://www.meetthemasters.com/artists/
- 5 Art Curriculum Tracks: http://www.meetthemasters.com/how-it-works/track-schedule/
- Vocabulary Learned: http://www.meetthemasters.com/how-it-works/vocabulary-learned/
- Implementation Guide TOC: http://www.meetthemasters.com/implementation-guide/
- VAPA Framework: http://www.meetthemasters.com/how-it-works/visual-and-performing-arts-framework/

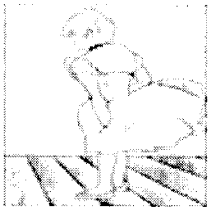
We look forward to working with your students! For more information or to place an order, please contact:

Steve Johnson
Meet the Masters
steve@meetthemasters.com

619-537-0111 (phone)
619-330-1900 (fax)
www.meetthemasters.com
Award Winning K-8 Art Education







About Meet the Masters:

Meet the Masters has over 25 years of history of providing interactive, multi-media art education to elementary school students worldwide. As California's leading art program, MTM has introduced Monet, Picasso, Van Gogh and a total of 35 Master Artists to more than 2 million Kindergarten thru 8th grade (and sometimes 12th grade) students.

The program's popularity spread quickly, and today Meet the Masters has spread to every region of the U.S. and internationally.

Proven 3-Step Program with Scripted & Timed Lesson plans	Step By Step Curriculum (4 Age -appropriate levels)	Implementation Guide & Coordination Instructions
• Art history assemblies • Student technique packets • Hands-on art activity	• Kindergarten • Beginning (Grades 1-2) • Intermediate (Grades 3-4) • Advanced (Grades 5+)	• Art supply preparation • Volunteer instructions • Scheduling guidelines • Support and assistance

35 Master Artists:

We offer 5 tracks that cover 35 Masters that will engage young artists through the wonderful world of art history and hands-on learning. We have eight female artists and offer a very diverse and multi-cultural art curriculum. Each track includes an implementation guide with step-by-step instructions, PowerPoint slides, visual aids, art prints, game props and vocabulary words. Key content standards (VAPA) integrate with Meet the Masters.

5 MTM Tracks: 7 Artists Per Track (* Includes Kindergarten Lessons):

Track A	Track B	Track C	Track D	Track E
van Gogh*	Remington*	Miro	Chagall*	Rockwell*
Monet*	O'Keeffe*	Rembrandt*	Klee*	Warhol*
Homer*	Matisse*	Bonheur*	Seurat*	Rousseau*
Picasso*	Kahlo*	Gauguin*	Ringgold*	Hopper*
Cassatt,	Hokusai	Lawrence	Cezanne	Martinez
Mondrian	Degas	Calder	da Vinci	Klimt
Escher	Wood	Toulouse-Lautrec	Renoir	Michelangelo

How the Program Works:

Step 1: "Introducing the Masters" Assemblies

The Meet the Masters experience begins with a multi-media assembly using PowerPoint slides, artist voices, and music where the children learn about the fascinating lives and famous works of the Master Artists. Interactive questions and multi-media content will keep the students interest while walking through a virtual museum filled with interesting stories and facts. An art background is not necessary because all lesson plans are scripted, illustrated and timed. The art vocabulary, artist name/date cards, art elements, props and visuals are all included and organized – nothing to research or gather. (20-45 minutes Example: http://www.meetthemasters.com/how-it-works/step1/

Step 2: "Learning from the Masters" Technique Packets

Now that the children have a true connection to the artist, it is time to introduce the techniques which made the art revolutionary. Back in the classroom they will work on a mostly self-guided follow-up packet which will be the pencil-on-paper means for your student to learn from the Masters. The worksheets reinforce the material previously presented in Introducing the Masters, and further prepares them for success in Step 3 (Working with the Masters). (15-30 minutes) Example: http://www.meetthemasters.com/how-it-works/step2/

Step 3: "Working with the Masters" Art Projects

After learning the inspiration and techniques of each Master the children are ready for the real fun. Your classroom will transform into an art studio as the well-equipped teacher leads the students on a step-by-step journey through the art project. Often in the same medium, style or subject matter as the Master, the students will discover their creativity while developing confidence in their own unique abilities. Training DVDs can assist the teacher with step by step detailed instructions. (50-60 minutes) Example: http://www.meetthemasters.com/how-it-works/step3/

Testimonials:

The knowledge that the children are obtaining about different time periods and different styles of art is amazing. The program is super easy to follow and the cost of materials for the projects has been minimal, which is great for a school on a tight budget. I just wanted to say thank you for offering such a educational, user friendly, and economically sound program for our school.

Paciencia Polk / Imagine Schools Tempe, AZ

I have been teaching assemblies and some classroom lessons for 4 years at our school now. The children always say hello to me with a big smile on their faces where ever we meet. They are happy to see me because they LOVE our art program.

One spring, we had a special literacy and art evening at our school. The children displayed books they had written and illustrated during the year, and we had them select their favorite Meet the Masters art project from the 5 artists we had studied so far. We matted, labeled and hung over 900 pieces of artwork all over the walls of the gym. The effect was astounding and very emotional. The children were so proud of their work.

Lisa Fowler
MTM Committee Chair / Willow Springs Elementary
Draper, UT

My 10-year-old daughter surprised me when she recognized a Picasso. "This was his blue period", she said. "How did you know that", I asked. Her reply was, "I learned about Picasso at Meet The Masters". I'm thrilled our school supports this program!

Janet W.
Parent, Mission Viejo, CA

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BARBER & GONZALES CONSULTING GROUP

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

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

WHEREAS, CONTRACTOR is specially trained, 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 "Contracting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

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[X] General Conditions [ ] Special Conditions [X] Required Documents and Certification [X] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONTRACTOR

Signature_____

Name: _____

Title: _____

Address_____

_____

Email Address:_____

FEIN/SSN_____

BARBER & GONZALES
Consulting Group

PARADIGM PILGRIMS
in
Communication • Organizational Effectiveness • Negotiation

Ms. Jodee Brentlinger
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Re.: Contract modification.

Dear Jodee:

Please allow this letter to memorialize our previous conversation about the financial constraints facing the district and the capacity of Barber & Gonzales to adjust our rate. Because of the nature of our work with both public and private sector clients we are well aware of the serious, and in some cases "dire", financial realities faced by all.

As we mentioned we will be pleased to reduce our daily rate by 10% to $2160.00. We will continue to bill all travel and material expenses without markup.

Also, as we discussed with your negotiations team and CSEA the identification of additional negotiations dates for Spring is in order. I have listed in an email (for easier circulation) a selection of potential dates which I have placed on my calendar "in pencil" so that we can use them as a starting place to identify dates that may be more suitable to all calendars.

Please let me know if you will need further information from me in regard to either of these above items.

Sincerely,

Steve Barber
BARBER & GONZALES CONSULTING GROUP

Please reply to
8035 South Lake Circle; Granite Bay, CA 95746
201 University Ave. # F-210; Berkeley, CA 94710
801 Henry Ford Ave. #D11 Wilmington, CA 90744
Phones 916 786-4368; 916-847-9064 cell • *Fax* 916 786-0750 • *Email* steve@paradigmpilgrim.com
Web page www.paradigmpilgrim.com

BARBER & GONZALES
Consulting Group

PARADIGM PILGRIMS
in
Communication • Organizational Effectiveness • Negotiation

May 25, 2011

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

Re: Cultural Transformation

Dear Ms. Brentlinger:

Thank you again for our recent telephone conversation. Digital connections will never replace the human voice when it comes to covering a lot of ground and developing understanding. In pursuit of that let me say that my understanding from our conversation is that the parties to the relationship between CSEA and the District see an opportunity at this time to initiate an effort to transform that relationship. Further, that this opportunity exists with not only the practice of contract negotiations but with regard to relationships and decision making practices throughout the district as a "workplace" for CSEA members and District managers/supervisors.

Importantly, I also understand that the parties are committed to initiating the steps necessary to operationalize this opportunity. Based upon this understanding I am pleased to outline here the specifics involved in such an initiative. This outline reflects the general comments I made during our conversation, and it reflects the thinking of the organizational development community that the most effective approach to transforming the culture of an ongoing, "can't shut down to re-tool" organization such as a school district is to become a "learning organization". Accordingly, this outline reflects a "learning curve" that is also designed to eventually eliminate, except for periodic review and refreshment, the necessity of an intervening, outside consultant.

Please reply to
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201 University Ave. # F-210; Berkeley, CA 94710
801 Henry Ford Ave. #D11 Wilmington, CA 90744
Phones 916 786-4368; 916-847-9064 cell • *Fax* 916 786-0750 • *Email* steve@paradigmpilgrim.com
Web page www.paradigmpilgrim.com

The professional literature, and my own practice over the past 26 years, reveals that with an ongoing organization the most impactful and cost effective approach to learning is to adopt an "action learning" model. This involves combining outright training with the application of the concepts, principles, and elements presented in that training with their specific application to real issues and opportunities in real time. In addition so as to eventually reduce the reliance upon an outside, intervening consultant as well as develop the capacity internally to both proceed with and sustain the desired cultural transformation a "train the trainers" approach to this model is also recommended herein.

Phase one: initial training for negotiators and leadership.

At Barber and Gonzales Consulting Group we have come to refer to contract negotiations as "the crucible" of the labor-management relationship. This reference is within the context of a philosophy or understanding that one of the common denominators of successful organizations is that they have healthy, positive, and productive labor management relationships throughout the organization. The approach used by the parties for the decision making regarding fundamental terms and conditions of employment is critical to the character of this relationship.

The first step is a 5 day training that is conducted in three increments interspersed with actual negotiations or decision making in real time on actual opportunities. The parties to this training, with participant numbers at between 18 and 24, should be those who actually participate in contract negotiations and the parties to whom these negotiators make initial reports about the negotiations such as the Superintendent's Cabinet or union Executive Board. If possible, this initial training can include elected officials.

The initial training increment consists of three days. A component of the third day of training is the development of an agenda of real opportunities upon which the decision making model introduced during the training can be applied. Between the initial training increment and the second, which should follow some ten or so business days later, the trainer/facilitator and the negotiators schedule at least one day to apply the skills learned in the first three days to actual agenda items.

The second training increment, conducted within at least three weeks to a month after the first increment of three days, is a "day 4" of training to both refresh the parties on the

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Phones 916 786-4368 off. 916 847-9064 cell • ***Fax*** 916 786-0750 • ***Email*** steve@paradigmpilgrim.com
Web page http://www.paradigmpilgrim.com

principles introduced in the first increment as well as add more depth and breadth to those principles and elements.

Between the second and third increments of the training the negotiators and trainer/facilitator invest another full day continuing the work begun on the agenda of issues identified by the full group on "day 3" of the training.

The third increment of training consists of a "day 5" to again refresh the training group on the principles and elements of the decision making model as well as again broaden and add to the concepts.

Following the third increment, with the trainer serving as facilitator, invest another minimum of 3 days (not all at once) applying the decision making principles to actual agenda items. Then, in a "day 6" the full complement of participants assembles again to review and refresh on the principles introduced in the initial 5 days. Of critical importance of "day 6" of the training is that the participants are asked to address and decide the question of whether to continue the initiative. Assuming that the answer to this question is "yes" then, with the trainer/facilitator serving as consultant, the parties are introduced to a technique for assuring the sustenance of the initiative into the future.

Phase two: cultivating capacity by training trainers

It can be expected that the constituencies of the parties to this initiative will be watching and assessing the effort through their conventional perspectives about labor, management, and workplace relationships. Inevitably, it can be expected that inaccurate characterizations such as "in bed with management' or "giving away the store" will emerge. Just as inevitably the parties closest to this initiative by having participated in the initial 5 days of training and 5 days of application upon real issues will come to realize that the concepts, principles, and elements of the decision making paradigm are appropriate to and have application virtually throughout the entire organization.

Phase two is designed to answer these realizations. This phase is designed to both build capacity within the leadership and throughout the organization to practice and sustain the practice of the decision making approach.

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Web page http://www.paradigmpilgrim.com

The "train the trainers" component begins with a training session of a minimum of two days designed to introduce the initial participants in the Phase one training to basic facilitation skills. Then using middle management staff and union site representative as training participants the trainer/facilitator with the help of the "facilitators" newly introduced to the craft as support in the training simulations another 5 day training module is initiated.

This pattern is replicated month after month using site based decision making group participants, parent groups etc. as training participants with the facilitators "going to school" on the trainer/facilitator until each of them is comfortable stepping up to present a component of the training, being coached by the trainer/facilitator. Over time a cadre of facilitators becomes comfortable with presenting a sufficient number of training elements such that this cadre becomes a team of trainers without the necessity of relying upon the external consultant. As well, over time more and more staff from throughout the organization become acquainted with the initiative, concepts, principles, and elements such that their application and correct characterization of the initiative become widespread.

Graphics:

Attached as part of this proposal is a rough graphic of what I have described above. Also, I am including a copy of the workbook I use for the training. This book contains background and biographical information. The book also contains some of the professionally published articles authored by yours truly.

Cost:

Trainer / Facilitator / Consultant	$2400.00 p/day
Support Facilitator (initial training)	600.00 p/day
Travel	as billed
Materials	est. $20.00 per person

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Web page http://www.paradigmpilgrim.com

Jodee, I hope that this outline provides the information and understanding you need to sustain the commitment and approval of your management colleagues and CSEA to proceed with this design. Please do not hesitate to call upon me for more explanation, questions, or materials. I would be happy to meet with you and/or others to personally explain this approach.

Sincerely,

Steve Barber

Barber & Gonzales Consulting Group
Please reply to
8035 South Lake Circle; Granite Bay, CA 95746
201 University Ave. #F210; Berkeley, CA 94710
801 Henry Ford Ave. #D11 Wilmington, CA 90744
Phones 916 786-4368 off. 916 847-9064 cell • ***Fax*** 916 786-0750 • ***Email*** steve@paradigmpilgrim.com
Web page http://www.paradigmpilgrim.com

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement)** is effective as of 6/28/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

DOLINKA GROUP, LLC

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

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

WHEREAS, CONTRACTOR is specially trained, 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 "Contracting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed $2,700.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 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 Contractor 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 [ ] Special Conditions [X] Required Documents and Certification [X] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONTRACTOR

Signature_____

Name: _____

Title: _____

Address_____

_____

Email Address:_____

FEIN/SSN_____

Page 1 of 4

EXHIBIT A

SCOPE OF WORK

CAPISTRANO UNIFIED SCHOOL DISTRICT
ANNUAL AND FIVE YEAR REPORT SERVICES

Dolinka Group, LLC will provide consulting services to the Capistrano Unified School District ("Client" or "School District") in fiscal year 2012/2013 to prepare the Annual and Five Year Reports ("Reports").

The specific activities and tasks to be performed under this Scope of Work include the following:

Activity I. Annual Report Analysis

This activity will involve preparing an Annual Report which will provide an accounting of the sources and uses of funds for the previous fiscal year.

Task 1 Identify Funds and Collection of Fees

This task involves the identification of each fund, the type of fee deposited into each fund and the amount of fees deposited into each fund. For fees imposed on specific projects, identify the purpose of the Fees and what public improvements will be financed with the Fees.

Task 2 Reconcile Account Balances

This task involves illustrating the flow of money in each fund during the past fiscal year. Beginning with the balance at the start of the fiscal year, the Report will show (i) the amount of Fees which were collected and any interest earned on these monies, as well as monies received from third party sources such as the State, (ii) the amount and type of capital improvements which were paid for by fund monies including the total percentage of the cost of the public improvement that was funded with Fees, and (iii) the amount of each inter-fund transfer or loan made from the fund including a description of the public improvement which was funded by the transfer or, in the case of a loan, the date in which the loan will be repaid including all terms specified under the loan provision.

Task 3 Estimate a Date in which School Facilities will Commence Construction

This task involves identifying whether the School District has the monies within each of its construction funds sufficient to fund the construction or completion of construction of new school facilities. If it is determined that sufficient funds exist, identify an approximate start date by which the construction of the identified facilities will commence.

Task 4 **Disclosure of Refunds**

This task involves setting forth refunds that have occurred within the past fiscal year. If an approximate start date has not been determined within 180 days after the School District determines that sufficient monies exist to fund the construction of new facilities, then the School District is obligated to issue a refund.

Activity II. Five Year Report Analysis

The Five Year Report will show whether the cost to house the students generated from residential development, exceeds the collection of Fees and other revenues received through June 30, 2012.

Task 5 **Determine the Purpose of the Fee**

This task involves quantifying the number of elementary, middle, high school, and interim leased facilities which are expected to be funded at least partially by the imposed Fees.

Task 6 **Establish the Relationship Between the Fee and the Facilities Funded by the Fee**

This task involves documenting the amount of school facilities impact and funding received from residential development between July 1, 2011, and June 30, 2012 (information shall be provided by the School District). This subtask will be accomplished by reviewing the Residential and Commercial/Industrial School Fee Justification Studies and other documentation of the School District.

Task 7 **Disclosure of Future Funding Sources**

This task involves the identification of all future sources of revenues for school facilities development.

Activity III. Report Preparation and Presentation

This activity involves preparation of an Annual and Five Year Report ("Report") pursuant to the requirements of Senate Bill 1693.

Task 8 **Report Preparation**

This task involves preparing one (1) draft and one (1) final Report and providing the requested number of bound copies of the final Report to the School District

Task 9. **Board Presentation**

This task involves attending the meeting of the Governing Board of the School District where the Report is considered for adoption and presenting information and/or answering questions as requested by the School District.

EXHIBIT B

FEE SCHEDULE

CAPISTRANO UNIFIED SCHOOL DISTRICT
ANNUAL AND FIVE YEAR REPORT SERVICES

The proposed budgets for services performed by Dolinka Group, LLC for Capistrano Unified School District ("Client" or "School District") under the Scope of Work shall be a flat fee of $2,700 (including expenses). This fee of $2,700 shall be payable in two (2) equal installments. The first installment of $1,350 shall be payable to Dolinka Group upon the execution of an Agreement by and between the parties for Dolinka Group to perform these services. The second installment of $1,350 shall be payable upon delivery of the final Annual and Five Year Reports to the School District.

S:\Proposals\Working Documents\Demographics\Monteith\SY1213\CapistranoUSD\CapistranoUSD_MON_20120606.docx

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement)** is effective as of 6/28/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

ART MASTERS, INC.

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

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

WHEREAS, CONTRACTOR is specially trained, 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 "Contracting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed $42,148.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 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 Contractor 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 [ ] Special Conditions [X] Required Documents and Certification [X] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT	**CONTRACTOR**
By: _____	Signature_____
Name: Terry Fluent	Name: _____
Title: Director, Purchasing	Title: _____
Board Approval Date: _____	Address_____
	_____
	Email Address:_____
	FEIN/SSN_____

Art Master

Assembly & Classroom Studio Art Program Costs

Our full service assembly and classroom studio art program provides teaching services for assemblies and classroom art activities.

Slide assemblies

A full day of grade level multimedia assemblies for each unit introduces students to artists and cultures through multimedia/slide presentations, stories, music and games. Visiting Art Master lecturers are trained in discipline based art education and story telling techniques.

Classroom studio art activities

Thoroughly trained AMI staff members (credentialed teachers and/or practicing artists) visit every classroom to guide students through a one-hour hands-on studio art activity for each unit of study. Our teachers are trained to ensure that every student meets the medium and the technique with success!

Coordinators meeting

A consultation with volunteer or staff coordinators covers ordering and cutting paper, scheduling, and duplicating student skill sheets and lesson plans.

Implementation guide notebook

Plans for paper ordering, scheduling, and organizing volunteers to assist with art activities are included in an easy to follow notebook. Includes student worksheets, a leveled writing component for teachers ("Art in Writing"), program outlines, vocabulary lists, recruitment letters, supply lists, newsletter articles, and even thank you notes for volunteers.

Prints and Music

A large laminated reproduction of a work of art from the artist or culture is coordinated with each unit and technique being studied. Music selected by a musicologist and composed during each period of art studied enhances the classroom art activities and lectures.

Art supplies*

A class set of art supplies is provided for every unit. Tumblers for holding brushes and pens, water cups, paper plate palettes, blending tissues, and carrying tote are all included in the art supply package. All materials comply with education codes.

*Schools provide construction paper and duplicating of student skill sheets.

Program cost

See Exhibit A attached.

Art Master

Assembly & In-service Art Programs

Our Assembly and in-service program provides *Art Master* story-telling lecturers for assemblies, followed by a workshop for your faculty or parent volunteers.

Slide assemblies

A full day of grade level multimedia/slide assemblies for each unit introduces students to artists and cultures through multimedia/slide presentations, stories, music and games. Visiting Art Master lecturers are trained in discipline based art education and story telling techniques.

Staff development workshops for classroom studio art activities

Studio art workshops for each program unit thoroughly prepare faculty or volunteers to guide students through follow-up art activities. Our workshop leaders share their classroom teaching experiences with each art project to ensure every participant's success in the classroom. Everyone masters a medium and a technique with each new artist-unit!

Coordinators meeting

A consultation with volunteer or staff coordinators covers ordering and cutting paper, scheduling, and duplicating student skill sheets and lesson plans.

Implementation guide notebook

Plans for paper ordering, scheduling, and organizing volunteers to assist with art activities are included in an easy to follow notebook. Includes student worksheets, a leveled writing component for teachers ("Art in Writing"), lesson plans for teachers, program outlines, vocabulary lists, recruitment letters, supply lists, newsletter articles, and even thank you notes for volunteers.

Prints and Music

A large laminated reproduction of a work of art from the artist or culture is coordinated with each unit and technique being studied. Music composed during each period of art studied enhances the classroom art activities and lectures.

Art supplies*

A class set of art supplies is provided for every unit. Tumblers for holding brushes and pens, water cups, paper plate palettes, blending tissues, and carrying tote are all included in the art supply package. All materials comply with California State Education Codes.

*Schools provide construction paper and duplicating of student worksheets and teacher lesson plans.

Program cost

See Exhibit A attached.

Art Master

Art Masters Programs
Exhibit A 2012-2013

The following table lists the costs of our Full Service Assembly and Classroom Studio Art Program and our Assembly and In-service Program for the 2012-2013 school year.

Full Service Assembly and Classroom Studio Art Program:

	Price per Unit	Price per Class per Unit	Price per School
Slide Assembly	$335		
Classroom Studio Art Activity		$40	
Implementation Guide			$65
Resources (a)	$150 to $400		

Staff Assembly and In-service Program:

	Price per Unit	Price per School
Slide Assembly	$335	
Staff Development Workshops	$225	
Implementation Guide		$65
Resources (a)	$225 to $475	

(a) Resources Include Lesson Plans (in-service plans only), Prints and Music, and Art supplies. Art supplies vary from unit to unit. Art Masters tries to utilize economies of scale. By doing so we keep the costs down and reuse many of the supplies. If more than one unit is purchased and an art supply can be used in one or more units, Art Masters will only charge the customer for that given supply once. For example, if the customer purchases one unit that requires the use of chalk pastels and purchases a second unit (a different artist) that also uses chalk pastels, the customer will only pay for one set of the chalk pastels. Additionally, the cost for Resources will be lower for schools that have previously used Art Masters, since some of the Resources can be used from year to year.

The prices stated above are for the 2012-2013 school year. Each individual school will be required to sign an agreement outlining the type of Service to be provided, the number of Units requested, and the number of classes. The Resources will be calculated based on these variables together with the Resources that the individual school already has in place. This rate table will also apply to any changes in the number of Units or the actual number of classes. A contract adjustment billing or a credit will be given in such cases. This price sheet is subject to change and Art Masters, Inc., may unilaterally notify Customer in writing of any changes in pricing or fees or other amounts hereunder.

INDEPENDENT CONTRACTOR AGREEMENT

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QUINTESSENTIAL SCHOOL SYSTEMS

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

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

WHEREAS, CONTRACTOR is specially trained, 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 "Contracting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed $4,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 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 Contractor 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 [ ] Special Conditions [X] Required Documents and Certification [X] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONTRACTOR

Signature_____

Name: _____

Title: _____

Address_____

_____

Email Address:_____

FEIN/SSN_____

Scope of Work

Within the scope of this document, Capistrano USD is undertaking a two phase approach to evaluate how QSS/OASIS software is being used in both the Human Resources and Budget capacity to identify practices and training that will support increased efficiency by staff in data entry in both traditional QSS/OASIS and QSS/OASIS QCC.

The first phase of the scope of work will involve observations, interviews and evaluation of current practices in QSS/OASIS used by district level staff in multiple divisions. Based on the data collected during phase one, the consultant will develop custom training based on the needs identified. The customized training will not only address traditional QSS/OASIS but will also introduce how the tasks can be completed in QSS/OASIS QCC as well.

Services to be provided by the Contractor

The contractor, throughout the implementation of these two phases will provide the general professional services necessary to ensure delivery within established timelines and budgetary constraints. These general services shall include, but are not limited to the following:

A. Business Analysis and Technical Consultation
B. Evaluation of Software Practices
C. Customized Training of QSS/QCC
D. Project Management

In addition the general services, each initiative has Milestones and deliverables associated with it. The Milestone grids below show those respective deliverables and the estimation of hours that is estimated to complete those tasks. Estimations were done based on the information known and gathered at the time this document was prepared:

Deliverables

Milestone	Description	Days Estimation
Interviews / Business Practice Analysis / Evaluation of Practices	On site interviews and observation of current use and practices.	**1**
Customized QSS/QCC Training	Total time to be determined via the 'Interviews / Business Practice Analysis / Evaluation of Practices' portion.	**2 - 4**

Pricing

RESOURCE	RATE
Consultant	$1,500.00/day
Travel	$500/day (approximate)

Expenses

DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: Travel expense directly related to project activity, and at the request and pre-approval of the District.

Duane Percox, CEO

June 8, 2012
Date

CAPISTRANO UNIFIED SCHOOL DISTRICT

MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

DEVEREUX LEAGUE CITY

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract [ ] 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"

By: _____

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Devereux League City** **77-76422-6131056** **2012-2013**

(NONPUBLIC SCHOOL OR AGENCY) CONTRACTOR NUMBER (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **12 classrooms** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$120.38	Daily/Long Term
	$108.17	Daily/Young Adult
Basic Education Program/Dual Enrollment	$125.94	Daily/Evaluation Program

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual (clinic)		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – (school site)		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	c. Behavior Intervention – Clinical Director		
(10)	Orientation & Mobility Services		
(11)	Residential Board and Care		
(12)	Residential Mental Health Services	$215.00	Daily
		$126.23	Daily/LT
		$166.77	Daily/YA
		$172.77	Daily/ Eval.

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*Parent transportation reimbursement rates are to be determined by the LEA.

CAPISTRANO UNIFIED SCHOOL DISTRICT

MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

DEVEREUX VICTORIA

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract **[ ]** 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"

By: _____

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Devereux Victoria** **77-76422-6131031** **2012-2013**

(NONPUBLIC SCHOOL OR AGENCY) **CONTRACTOR NUMBER** (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **3 classrooms** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$135.96	Daily
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual (clinic)		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – (school site)		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	$20.00	Per hour
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	c. Behavior Intervention – Clinical Director		
(10)	Orientation & Mobility Services		
(11)	Residential Board and Care	$176.00	Daily
(12)	Residential Mental Health Services	$64.77	Daily

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

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MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

CATHEDRAL HOME FOR CHILDREN MAE OLSON ED. CENTER

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract [ ] 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"

By: _____

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR	**Cathedral Home for Children Mae Olson Ed. Center**	**77-76422-6130975**	**2012-2013**
(NONPUBLIC SCHOOL OR AGENCY)		**CONTRACTOR NUMBER**	(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **12 classrooms** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$152.00	Daily
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual (clinic)		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – (school site)		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	c. Behavior Intervention – Clinical Director		
(10)	Orientation & Mobility Services		
(11)	Residential Board and Care	$215.00	Daily
(12)	Residential Mental Health Services	$155.00	Daily

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

192

MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

MINGUS MOUNTAIN ACADEMY

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract **[ ]** 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"

By: _____

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Mingus Mountain Academy** **77-76422-0119776** **2012-2013**

(NONPUBLIC SCHOOL OR AGENCY) **CONTRACTOR NUMBER** (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$125.00	Daily
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual (clinic)		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – (school site)		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	c. Behavior Intervention – Clinical Director		
(10)	Orientation & Mobility Services		
(11)	Residential Board and Care	$6,694.00	Monthly
(12)	Residential Mental Health Services	$64.12	Daily

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

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CAPISTRANO UNIFIED SCHOOL DISTRICT

MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

MARDAN SCHOOL

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract [ ] 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"

By: _____

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Mardan School** **30-73650-6937278** **2012-2013**

(NONPUBLIC SCHOOL OR AGENCY) **CONTRACTOR NUMBER** (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **8 classrooms** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount o the contract. It may also limit the maximum number of students that can be provided specific services. Special educatio and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during th term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$172.00	Daily
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual (clinic)		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – (school site)		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	c. Behavior Intervention – Clinical Director		
(10)	Orientation & Mobility Services		
(11)	Residential Board and Care		
(12)	Residential Mental Health Services		

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

ALPINE ACADEMY

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract [ ] 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"

By: _____

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Alpine Academy** **77-76422-6130900** **2012-2013**

(NONPUBLIC SCHOOL OR AGENCY) CONTRACTOR NUMBER (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **8 classrooms** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount o the contract. It may also limit the maximum number of students that can be provided specific services. Special educatio and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during th term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$160.00	Daily
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual (clinic)		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – (school site)		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	c. Behavior Intervention – Clinical Director		
(10)	Orientation & Mobility Services		
(11)	Residential Board and Care		
(12)	Residential Mental Health Services	$164.70	Daily
		$130.00	Daily

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

CLARINDA ACADEMY

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract **[ ]** 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"

By: _____

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Clarinda Academy** **77-76422-0117135** **2012-2013**

(NONPUBLIC SCHOOL OR AGENCY) **CONTRACTOR NUMBER** (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **32 students** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$125.00	Daily
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual (clinic)		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – (school site)		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	c. Behavior Intervention – Clinical Director		
(10)	Orientation & Mobility Services		
(11)	Residential Board and Care	$6,694.00	Monthly
(12)	Residential Mental Health Services	$ 41.72	Daily

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

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MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

CHILEDA

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract [ ] 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"

By: _____

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Chileda** **77-76422-6130983** **2012-2013**

(NONPUBLIC SCHOOL OR AGENCY) **CONTRACTOR NUMBER** (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **9 classrooms** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$132.36	Daily
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual (clinic)		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – (school site)		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	c. Behavior Intervention – Clinical Director		
(10)	Orientation & Mobility Services		
(11)	Residential Board and Care	$209.00	Daily
(12)	Residential Mental Health Services	$131.28	Daily

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

HERITAGE

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract [ ] 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"

By: _____

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Heritage** **77-76422-6161114** **2012-2013**

(NONPUBLIC SCHOOL OR AGENCY) **CONTRACTOR NUMBER** (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **24 classrooms** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$102.00	Daily
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual (clinic)		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – (school site)		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	c. Behavior Intervention – Clinical Director		
(10)	Orientation & Mobility Services		
(11)	Residential Board and Care	$220.08	Daily
(12)	Residential Mental Health Services	$75.00	Daily

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

204

CAPISTRANO UNIFIED SCHOOL DISTRICT

MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

OAK GROVE

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract [ ] 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"

By: _____

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Oak Grove** **77-76422-0121616** **2012-2013**

(NONPUBLIC SCHOOL OR AGENCY) CONTRACTOR NUMBER (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **2 classrooms** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$85.00	Daily
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Counseling and Guidance Services	$120.00	Daily
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual (clinic)		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – (school site)		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	c. Behavior Intervention – Clinical Director		
(10)	Orientation & Mobility Services		
(11)	Residential Board and Care		
(12)	Residential Mental Health Services		

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

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CAPISTRANO UNIFIED SCHOOL DISTRICT

MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA** or **District**") and the contractor listed below ("**Contractor**").

DEVEREUX ARIZONA

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract [ ] 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"

By: _____

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Devereux Arizona** **77-76422-0119917** **2012-2013**

(NONPUBLIC SCHOOL OR AGENCY) **CONTRACTOR NUMBER** (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **4 classrooms** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount (the contract. It may also limit the maximum number of students that can be provided specific services. Special educatic and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during th term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$125.86	Daily
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual (clinic)		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – (school site)		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	c. Behavior Intervention – Clinical Director		
(10)	Orientation & Mobility Services		
(11)	Residential Board and Care	$223.30	Daily
(12)	Residential Mental Health Services	$110.64	Daily

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

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MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

RED ROCK CANYON

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract [ ] 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"

By: _____

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Red Rock Canyon** **77-76422-0111260** **2012-2013**

(**NONPUBLIC SCHOOL OR AGENCY**) **CONTRACTOR NUMBER** (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **2 classrooms** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$125.00	Daily
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual (clinic)		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – (school site)		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	c. Behavior Intervention – Clinical Director		
(10)	Orientation & Mobility Services		
(11)	Residential Board and Care	$220.00	Daily
(12)	Residential Mental Health Services	$112.00	Daily

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

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MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

WOODWARD ACADEMY

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract [ ] 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"

By: _____

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Woodward Academy** **77-76422-0117549** **2012-2013**

(NONPUBLIC SCHOOL OR AGENCY) **CONTRACTOR NUMBER** (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **21 classrooms** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$125.00	Daily
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual (clinic)		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – (school site)		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	c. Behavior Intervention – Clinical Director		
(10)	Orientation & Mobility Services		
(11)	Residential Board and Care	$6,694.00	Monthly
(12)	Residential Mental Health Services	$ 64.12	Daily

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

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MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

DEVEREUX CLEO WALLACE

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract **[ ]** 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"

By: _____

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Devereux Cleo Wallace** **77-76422-0119917** **2012-2013**

(NONPUBLIC SCHOOL OR AGENCY) **CONTRACTOR NUMBER** (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **12 classrooms** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$125.00	Daily
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual (clinic)		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – (school site)		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	c. Behavior Intervention – Clinical Director		
(10)	Orientation & Mobility Services		
(11)	Residential Board and Care	$204.97	Daily
(12)	Residential Mental Health Services	153.47	Daily

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

YELLOWSTONE BOYS AND GIRLS RANCH

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract [ ] 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"

By: _____

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR	Yellowstone Boys and Girls Ranch	77-76422-6131254	2012-2013
(NONPUBLIC SCHOOL OR AGENCY)		CONTRACTOR NUMBER	(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **22 classrooms** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$99.50	Daily
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual (clinic)		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – (school site)		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	c. Behavior Intervention – Clinical Director		
(10)	Orientation & Mobility Services		
(11)	Residential Board and Care	$210.00	Daily
(12)	Residential Mental Health Services	$ 86.00	Daily

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

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MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

AUTISM SPECTRUM THERAPIES

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract **[ ]** 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"	**"CONTRACTOR"**
By: _____	By: _____
Name: Clark D. Hampton	Name: _____
Title: Deputy Superintendent	Title: _____
Board Approval Date:	Email address _____
	FEIN/SSN _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Autism Spectrum Therapies.** **1A-30-131** **2012-2013**
(NONPUBLIC SCHOOL OR AGENCY) **CONTRACTOR NUMBER** (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **75+** _____ **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction		
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – Per diem		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision	$70.00	Per hour
	c. Behavior Intervention –	$125.00	Per hour
(10)	Nursing Services		
(11)	Residential Board and Care		
(12)	Residential Mental Health Services		

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

CENTER FOR AUTISM & RELATED DISORDERS, INC.

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract [ ] 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"	**"CONTRACTOR"**
By: _____	By: _____
Name: Clark D. Hampton	Name: _____
Title: Deputy Superintendent	Title: _____
Board Approval Date:	Email address _____
	FEIN/SSN _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR	**Center for Autism & Related Disorders aka CARD .**	**1A-19-011**	**2012-2013**
(**NONPUBLIC SCHOOL OR AGENCY**)		**CONTRACTOR NUMBER**	(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **75+** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction		
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – Per diem		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention - Direct Therapy	$51.50	Per hour
	b. Behavior Intervention – Supervision	$128.50	Per hour
	c. Behavior Intervention –		
(10)	Nursing Services		
(11)	Residential Board and Care		
(12)	Residential Mental Health Services		

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

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MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

DEBORAH HEBERT

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract [ ] 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"	"CONTRACTOR"
By: _____	By: _____
Name: Clark D. Hampton	Name: _____
Title: Deputy Superintendent	Title: _____
Board Approval Date:	Email address _____
	FEIN/SSN _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Deborah Hebert** **1A-30-140** **2012-2013**

(NONPUBLIC SCHOOL OR AGENCY) **CONTRACTOR NUMBER** (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **5** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction		
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services			
(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual (clinic)		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – (school site)		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual	$120.00	Per-hour
	b. Occupational Therapy – School site	$80.00	Per-hour
	c. Occupational Therapy – Home/Hospital	$85.00	Per-hour
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	c. Behavior Intervention – Clinical Director		
(10)	Nursing Services		
(11)	Residential Board and Care		
(12)	Residential Mental Health Services		

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

PLIHA SPEECH & LEARNING CENTER

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract **[ ]** 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"	**"CONTRACTOR"**
By: _____	By: _____
Name: Clark D. Hampton	Name: _____
Title: Deputy Superintendent	Title: _____
Board Approval Date:	Email address _____
	FEIN/SSN _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Pliha Speech & Learning Center** **1A-30-169** **2012-2013**

(NONPUBLIC SCHOOL OR AGENCY) **CONTRACTOR NUMBER** (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **5** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction		
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Development and Remediation	$85.00	Per-hour
	b. Language and Speech Therapy –		
	c. Language and Speech Therapy –		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – School site		
	c. Occupational Therapy – Home/Hospital		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	c. Behavior Intervention – Clinical Director		
(10)	Nursing Services		
(11)	Residential Board and Care		
(12)	Residential Mental Health Services		

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

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CAPISTRANO UNIFIED SCHOOL DISTRICT

MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

WERTHEIMER-GALE AND ASSOCIATES

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract **[ ]** 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"	**"CONTRACTOR"**
By: _____	By: _____
Name: Clark D. Hampton	Name: _____
Title: Deputy Superintendent	Title: _____
Board Approval Date:	Email address _____
	FEIN/SSN _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Wertheimer-Gale & Associates** **1A-30-088** **2012-2013**

(**NONPUBLIC SCHOOL OR AGENCY**) **CONTRACTOR NUMBER** (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **75** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction		
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – Per diem		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual	$78.00	Per- hour
	b. Occupational Therapy – Group	$78.00	Per-hour
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy	$78.00	Per-hour
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	c. Behavior Intervention – Clinical Director		
(10)	Nursing Services		
(11)	Residential Board and Care		
(12)	Residential Mental Health Services		

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

OLIVE CREST ACADEMY-CANAL ELEMENTARY

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract **[ ]** 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"	**"CONTRACTOR"**
By: _____	By: _____
Name: Clark D. Hampton	Name: _____
Title: Deputy Superintendent	Title: _____
Board Approval Date:	Email address _____
	FEIN/SSN _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Olive Crest Academy-Canal Elementary School** **30-66670-6130561** **2012-2013**

(**NONPUBLIC SCHOOL OR AGENCY**) **CONTRACTOR NUMBER** (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **10 classrooms** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$163.00.0	Daily
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip 0-24 miles	$40.00	Daily
	b. Transportation – 25-49 miles	$50.00	Daily
	c. Transportation 50+ miles	$60.00	Daily
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual (clinic)		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – (school site)		
	d. Language and Speech – Counseling		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	$105.00	Daily
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	c. Behavior Intervention – Clinical Director		
(10)	Orientation & Mobility Services		
(11)	Residential Board and Care		
(12)	Residential Mental Health Services		

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

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CAPISTRANO UNIFIED SCHOOL DISTRICT

MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

OCEAN VIEW

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract **[ ]** 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"

By: _____

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Ocean View** **30-73635-7098866** **2012-2013**

(NONPUBLIC SCHOOL OR AGENCY) **CONTRACTOR NUMBER** (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **2 classrooms** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$152.00	Daily
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip	$60.00	Daily
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Counseling and Guidance Services	$120.00	Per hour
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Development & Remediation	$120.00	Per hour
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – (school site)		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	c. Behavior Intervention – Clinical Director		
(10)	Psychological Services other than assessment and IEP development	$130.00	Per hour
(11)	Residential Board and Care		
(12)	Residential Mental Health Services		

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

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MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

PYRAMID AUTISM CENTER

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract [ ] 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"

By: _____

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Pyramid Autism Center** **30-66613-7102387** **2012-2013**

(NONPUBLIC SCHOOL OR AGENCY) **CONTRACTOR NUMBER** (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **4 classrooms** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$225.00	Daily
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual (clinic)		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – (school site)		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	c. Behavior Intervention – Clinical Director		
(10)	Orientation & Mobility Services		
(11)	Residential Board and Care		
(12)	Residential Mental Health Services		

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

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CAPISTRANO UNIFIED SCHOOL DISTRICT

MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

SPEECH & LANGUAGE DEVELOPMENT CENTER

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract **[ ]** 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"	**"CONTRACTOR"**
By: _____	By: _____
Name: Clark D. Hampton	Name: _____
Title: Deputy Superintendent	Title: _____
Board Approval Date:	Email address _____
	FEIN/SSN _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Speech & Language Development Center** **30-66456-6937437** **2012-2013**

(NONPUBLIC SCHOOL OR AGENCY) **CONTRACTOR NUMBER** (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **22 classrooms** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$135.50	Daily
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Buena Park & cities w/ common boundary	$34.00	Daily
	b. Transportation – Cities w/o a common boundary w/ Buena Park	$40.50	Daily
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual	$81.50	Per hour
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual (clinic)	$81.50	Per-hour
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – (school site)		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	$14.00	Per hour
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual	$81.50	Per hour
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy	$81.50	Per hour
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	c. Behavior Intervention – Clinical Director		
(10)	Auditory Training	$75.00	Per hour
(11)	Residential Board and Care		
(12)	Residential Mental Health Services		

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

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MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

OLIVE CREST ACADEMY – TEC

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract **[ ]** 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"

By: _____

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Olive Crest Academy-TEC** **30-73643-7085854** **2012-2013**

(NONPUBLIC SCHOOL OR AGENCY) **CONTRACTOR NUMBER** (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **4 classrooms** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$163.00	Daily
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip 0-24 miles	$42.00	Daily
	b. Transportation – 25-49 miles	$52.00	Daily
	c. Transportation 50+ miles	$62.00	Daily
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual (clinic)		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – (school site)		
	d. Language and Speech –		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	$105.00	Daily
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	c. Behavior Intervention – Clinical Director		
(10)	Orientation & Mobility Services		
(11)	Residential Board and Care		
(12)	Residential Mental Health Services		

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

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MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

BLIND CHILDREN'S LEARNING CENTER

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract [ ] 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"	"CONTRACTOR"
By: _____	By: _____
Name: Clark D. Hampton	Name: _____
Title: Deputy Superintendent	Title: _____
Board Approval Date:	Email address _____
	FEIN/SSN _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Blind Children's Learning Center** **30-66670-6130561** **2012-2013**

(**NONPUBLIC SCHOOL OR AGENCY**) **CONTRACTOR NUMBER** (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **3 classrooms** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$139.00	Daily
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual (clinic)	$90.00	Per hour
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – (school site)		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	$15.00	Per hour
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual	$90.00	Per hour
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy	$90.00	Per hour
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	c. Behavior Intervention – Clinical Director		
(10)	Orientation & Mobility Services	$90.00	Per hour
(11)	Residential Board and Care		
(12)	Residential Mental Health Services		

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

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MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

COMPREHENSIVE EDUCATIONAL SERVICES DBA ACES

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract [ ] 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"	"CONTRACTOR"
By: _____	By: _____
Name: Clark D. Hampton	Name: _____
Title: Deputy Superintendent	Title: _____
Board Approval Date:	Email address _____
	FEIN/SSN _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Comprehensive Educational Services, Inc. dba ACES** **1A-37-058** **2012-2013**

(NONPUBLIC SCHOOL OR AGENCY) **CONTRACTOR NUMBER** (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **75+** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction		
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – Per diem		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention	$45.00	Per hour
	b. Behavior Intervention – Supervision	$125.00	Per hour
	c. Supervision Travel – If Supervisor drives from San Diego	$75.00	Per hour
(10)	Nursing Services		
(11)	Residential Board and Care		
(12)	Residential Mental Health Services		

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

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MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

DEVEREUX GEORGIA-ACKERMAN ACADEMY

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract **[ ]** 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"	**"CONTRACTOR"**
By: _____	By: _____
Name: Clark D. Hampton	Name: _____
Title: Deputy Superintendent	Title: _____
Board Approval Date:	Email address _____
	FEIN/SSN _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR	Devereux Georgia-Ackerman Academy	77-76422-0121350	2012-2013
(NONPUBLIC SCHOOL OR AGENCY)		CONTRACTOR NUMBER	(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **14 classrooms** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$155.00	Daily
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual (clinic)		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – (school site)		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	c. Behavior Intervention – Clinical Director		
(10)	Orientation & Mobility Services		
(11)	Residential Board and Care	$197.00	Daily
(12)	Residential Mental Health Services	$149.00	Daily

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

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MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

OAK GROVE INSTITUTE JACK WEAVER SCHOOL

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract **[ ]** 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"

By: _____

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Oak Grove Institute Jack Weaver School** **33-75200-7071533** **2012-2013**

(NONPUBLIC SCHOOL OR AGENCY) CONTRACTOR NUMBER (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$129.77	Daily
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual (clinic)		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – (school site)		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual	$70.00	Per hour
	b. Occupational Therapy – Group	$60.00	Per hour
	c. Occupational Therapy – Consultation Rate	$60.00	Per hour
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	c. Behavior Intervention – Clinical Director		
(10)	Orientation & Mobility Services		
(11)	Residential Board and Care	$8,069.00	Monthly
(12)	Residential Mental Health Services		

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

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CAPISTRANO UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement)** is effective as of 6/28/12, 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").

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OR THE UNIVERSITY OF CALIFORNIA, SAN DIEGO, SCHOOL OF MEDICINE, DEPARTMENT OF PEDIATRICS

WHEREAS, DISTRICT is authorized by Section 4526 and 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 $15,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 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

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

_____

Email Address: _____

FEIN/SSN_____

SPECIAL CONDITIONS

Delete Section 10, , Defense, Indemnity & Hold Harmless Obligations, in its entirety and replace with paragraph below:

Hold Harmless: Both parties shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the negligent or intentional acts or omissions of such party, its directors, officers, employees, or agents, under this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of such party, its officers, employees, or agents.

Delete Section 12, Insurance Requirements , in its entirety, and replace with paragraph below:

Insurance: CONTRACTOR and DISTRICT will maintain liability insurance or self insurance sufficient to cover the indemnification obligations under this Agreement. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy. CONTRACTOR and DISTRICT will exchange certificates of insurance required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage.

By:_____ Date:_____

SPECIAL CONDITIONS

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 complete 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:_____

EXHIBIT A

FEE SCHEDULE

University of California, San Diego, School of Medicine
Department of Pediatrics, Health Sciences
Health Sciences Business Contracting
9500 Gilman Drive #602
LaJolla, CA 92093-0602
(858) 534-2041
(858)822-6691
Email: vpalladino@ucsd.edu

Consulting Services for Dr. Howard Taras
$240.00 per hour

Signature _____ Date _____

Typed or Printed Name _____

CAPISTRANO UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement)** is effective as of 5-31-12 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").

ROBIN LEE MORRIS

WHEREAS, DISTRICT is authorized by Section 4526 and 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 $4,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 5-31-12 to 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

By: _____

Name: Terry Fluent

Title: Director. Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

_____

Email Address: _____

FEIN/SSN_____

Fee Schedule

EXHIBIT A

Robin Lee Morris, PsyD., L.M.F.T.
26440 La Almeda Suite 220
Mission Viejo, CA 92691
(949)351-3770
Drmorris05@yahoo.com

Psycho educational Assessment **$3,150.00**

Independent Educational Evaluation
Includes diagnostic interview, psychological testing, record review, interviews, questionnaires and written report with conclusions and recommendations.

Attendance at Individual Educational Plan meetings

1 hour meeting attendance - **$180.00**
2 hour meeting attendance - **$320.00**

By:_____ **Date:**_____

SPECIAL CONDITIONS

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 complete 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:_____

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213052

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

WESTGROUP MANAGEMENT, INC.

Independent Contractor Agreement No. ICA 1213052 called for services to be rendered commencing July 1, 2012 through June 30, 2013.

The contract with Westgroup Management, Inc. shall be amended to reflect the new contract start date of June 1, 2012.

Except as set forth in this Amendment, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

DISTRICT	**CONSULTANT**
Capistrano Unified School District	**Westgroup Management, Inc.**
By: _____ Signature	By: _____ Signature
Terry Fluent _____	_____ Print Name
Director, Purchasing _____	_____ Title
Date: _____	Date: _____

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**) is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

WESTGROUP MANAGEMENT INC.

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

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

WHEREAS, CONTRACTOR is specially trained, 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 "Contracting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed $25,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 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 Contractor 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 [ ] Special Conditions [X] Required Documents and Certification [X] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

By: T Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONTRACTOR

Signature: Timothy D. Holcomb

Name: Timothy D. Holcomb

Title: Principal

Address: 19520 Jamboree Road #100
Irvine, CA. 92612.

Email Address: tim@westgroupdesigns.com

FEIN/SSN: 20-0491451

AMENDMENT TO MASTER CONTRACT AGREEMENT
NO. MCA 1213044

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY

Master Contract Agreement No. MCA 1213044 called for services to be rendered at the rates shown in the agreement.

The contract with Leisure Care Referral Agency shall be amended to reflect the negotiated reduced rates as shown in Exhibit A to this amendment.

Except as set forth in this Amendment, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

DISTRICT	**CONSULTANT**
Capistrano Unified School District	**Leisure Care Referral Agency**
By: _____ Signature	By: _____ Signature
Terry Fluent	_____ Print Name
Director, Purchasing	_____ Title
Date: _____	Date: _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **The LCNR Inc., DBA Leisure Care** *1A-30-143* **2012-2013**
(NONPUBLIC SCHOOL OR AGENCY) **CONTRACTOR NUMBER** (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **5** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction		
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – Per diem		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention -		
	b. Behavior Intervention – Supervision		
(10)	Nursing Services		
	a. Licensed Vocational Nurse (LVN)	$35.00	Per hour
(11)	Residential Board and Care		
(12)	Residential Mental Health Services		

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 12, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

LEISURE CARE REFERRAL AGENCY

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order and shall not exceed $90,000.00 in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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**] Master Contract [ ] 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"	**"CONTRACTOR"**
By: _____	By: _____
Name: Clark D. Hampton	Name:_____
Title: Deputy Superintendent	Title:_____
Board Approval Date:	Email address_____
	FEIN/SSN_____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **The LCNR Inc., DBA Leisure Care** *1A-30-143* **2012-2013**
(NONPUBLIC SCHOOL OR AGENCY) **CONTRACTOR NUMBER** (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **5** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction		
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – Per diem		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention -		
	b. Behavior Intervention – Supervision		
(10)	Nursing Services		
	a. Licensed Vocational Nurse (LVN)	$38.00	Per hour
(11)	Residential Board and Care		
(12)	Residential Mental Health Services		

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

AMENDMENT TO MASTER CONTRACT AGREEMENT
NO. MCA 1213045

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

MAXIM HEALTHCARE SERVICES, INC.

Master Contract Agreement No. MCA 1213045 called for services to be rendered at the rates shown in the agreement.

The contract with Maxim Healthcare Services, Incorporated shall be amended to reflect the negotiated reduced rates as shown in Exhibit A to this amendment.

Except as set forth in this Amendment, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

DISTRICT	**CONSULTANT**
Capistrano Unified School District	**Maxim Healthcare Services, Inc.**
By: _____ Signature	By: _____ Signature
Terry Fluent	_____ Print Name
Director, Purchasing	_____ Title
Date: _____	Date: _____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Maxim Healthcare Services , Inc.** **1A-30-090** **2012-2013**
(NONPUBLIC SCHOOL OR AGENCY) **CONTRACTOR NUMBER** (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **10** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction		
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – Per diem		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention -		
	b. Behavior Intervention – Supervision		
(10)	Nursing Services		
	a. Registered Nurse (RN)	$47.50	Per hour
	b. Licensed Vocational Nurse (LVN)	$43.70	Per hour
	c. Certified Home Health Aide/Nursing Assistant	$24.70	Per hour
(11)	Residential Board and Care		
(12)	Residential Mental Health Services		

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 12, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

MAXIM HEALTHCARE SERVICES, INC.

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order and shall not exceed $55,000.00 in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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**] Master Contract [ ] 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"	**"CONTRACTOR"**
By: _____	By: _____
Name: Clark D. Hampton	Name:_____
Title: Deputy Superintendent	Title:_____
Board Approval Date:	Email address_____
	FEIN/SSN_____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Maxim Healthcare Services , Inc.** **1A-30-090** **2012-2013**
(NONPUBLIC SCHOOL OR AGENCY) **CONTRACTOR NUMBER** (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **10** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount o: the contract. It may also limit the maximum number of students that can be provided specific services. Special educatior and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction		
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services			
(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – Per diem		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention -		
	b. Behavior Intervention – Supervision		
(10)	Nursing Services		
	a. Registered Nurse (RN)	$50.00	Per hour
	b. Licensed Vocational Nurse (LVN)	$46.00	Per hour
	c. Certified Home Health Aide/Nursing Assistant	$26.00	Per hour
(11)	Residential Board and Care		
(12)	Residential Mental Health Services		

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

AMENDMENT TO MASTER CONTRACT AGREEMENT
NO. MCA 1213049

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

AUTISM BEHAVIOR CONSULTANTS

Master Contract Agreement No. MCA 1213049 called for services to be rendered at the rates shown in the agreement.

The contract with Autism Behavior Consultants shall be amended to reflect the following negotiated reduced rates:

Behavior Intervention.....$45/hr.
Behavior Intervention - Supervision.....$70/hr.

Except as set forth in this Amendment, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

DISTRICT	**CONSULTANT**
Capistrano Unified School District	**Autism Behavior Consultants**
By: _____ Signature	By: _____ Signature
Terry Fluent _____	_____ Print Name
Director, Purchasing _____	_____ Title
Date: _____	Date: _____

MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 12, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

AUTISM BEHAVIOR CONSULTANTS

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order and shall not exceed $65,000.00 in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract [ ] 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"	"CONTRACTOR"
By: _____	By: _____
Name: Clark D. Hampton	Name:_____
Title: Deputy Superintendent	Title:_____
Board Approval Date:	Email address_____
	FEIN/SSN_____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Autism Behavior Consultants, Inc** **1A-19-190** **2012-2013**

(NONPUBLIC SCHOOL OR AGENCY) **CONTRACTOR NUMBER** (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **75+** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction		
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – Per diem		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention	$50.00	Per hour
	b. Behavior Intervention – Supervision	$75.00	Per hour
	c. Behavior Intervention – Clinical Director	$125.00	Per hour
(10)	Nursing Services		
(11)	Residential Board and Care		
(12)	Residential Mental Health Services		

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

AMENDMENT TO MASTER CONTRACT AGREEMENT
NO. MCA 1213051

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CENTER FOR AUTISM RESEARCH EVALUATION & SERVICE

Master Contract Agreement No. MCA 1213051 called for services to be rendered at the rates shown in the agreement.

The contract with Center for Autism Research Evaluation & Service shall be amended to reflect the negotiated reduced rates as shown in Exhibit A to this amendment.

Except as set forth in this Amendment, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

DISTRICT	**CONSULTANT**
Capistrano Unified School District	**Center for Autism Research Evaluation & Service**
By: _____ Signature	By: _____ Signature
Terry Fluent _____	_____ Print Name
Director, Purchasing _____	_____ Title
Date: _____	Date: _____

Exhibit A

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Center for Autism Resources, Evaluation & Service (CARES)** **1A-37-050** **2012-2013**

(NONPUBLIC SCHOOL OR AGENCY) **CONTRACTOR NUMBER** (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **75+** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction		
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – Per diem		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention - Direct Therapy	$46.80	Per hour
	b. Behavior Intervention – Supervision (Master Level)	$102.00	Per hour
	c. Behavior Intervention – Program Consultant	$117.00	Per hour
	d. Evaluation / Assessment	$1,080.00	Flat rate
(10)	Nursing Services		
(11)	Residential Board and Care		
(12)	Residential Mental Health Services		

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 12, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

CENTER FOR AUTISM RESEARCH EVALUATION & SERVICE

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order and shall not exceed $3,000.00 in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents as designated below titled Nonpublic, Nonsectarian School/Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor 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] Master Contract [ ] 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"	"CONTRACTOR"
By: _____	By: _____
Name: Clark D. Hampton	Name:_____
Title: Deputy Superintendent	Title:_____
Board Approval Date:	Email address_____
	FEIN/SSN_____

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2012-2013

EXHIBIT A: RATES

CONTRACTOR **Center for Autism Resources, Evaluation & Service (CARES)** **1A-37-050** **2012-2013**

(NONPUBLIC SCHOOL OR AGENCY) **CONTRACTOR NUMBER** (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **75+** _____ **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount o the contract. It may also limit the maximum number of students that can be provided specific services. Special educatio and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during th term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction		
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services			
(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – Per diem		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention - Direct Therapy	$52.00	Per hour
	b. Behavior Intervention – Supervision (Master Level)	$113.41	Per hour
	c. Behavior Intervention – Program Consultant	$130.00	Per hour
	d. Evaluation / Assessment	$1,200.00	Flat rate
(10)	Nursing Services		
(11)	Residential Board and Care		
(12)	Residential Mental Health Services		

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213006

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PAUL ALAN DORES, PH.D

Professional Services Agreement No. PSA No. 1213006 called for services to be rendered at the rates shown in the agreement.

The contract with Paul Alan Dores, PH.D shall be amended to reflect the negotiated reduced rates as shown in Exhibit A to this amendment.

Except as set forth in this Amendment, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

DISTRICT	**CONSULTANT**
Capistrano Unified School District	**Paul Alan Dores, PH.D**
By: _____ Signature	By: _____ Signature
Terry Fluent _____	_____ Print Name
Director, Purchasing _____	_____ Title
Date: _____	Date: _____

EXHIBIT A

FEE SCHEDULE

Paul Alan Dores, Phd
P.O. Box 500602
San Diego, CA 92150
(619)679-1407

$180.00 per hour.

By:_____ Date:_____

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement)** is effective as of 6/12/12, 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").

PAUL ALAN DORES, PH.D

WHEREAS, DISTRICT is authorized by Section 4526 and 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 $15,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 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

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

_____

Email Address: _____

FEIN/SSN_____

EXHIBIT A

FEE SCHEDULE

Paul Alan Dores, PHD
Paul Alan Dores, PHD
13135 Old Sycamore Drive
San Diego, CA 92128
619-884-1407
sdiegopaul@aol.com

$200.00 per hour

Signature _____ Date _____

Typed or Printed Name _____

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274

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213015

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

JEFFREY S. OWEN

Professional Services Agreement No. PSA No. 1213015 called for services to be rendered at the rates shown in the agreement.

The contract with Jeffrey S. Owen shall be amended to reflect the negotiated reduced rates as shown in Exhibit A to this amendment.

Except as set forth in this Amendment, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

DISTRICT	**CONSULTANT**
Capistrano Unified School District	**Jeffrey S. Owen**
By: _____ Signature	By: _____ Signature
Terry Fluent _____	_____ Print Name
Director, Purchasing _____	_____ Title
Date: _____	Date: _____

Exhibit A

Fee Schedule

Jeffrey S. Owen
4405 Manchester Ave, Suite 103
Encinitas, CA 92024
(760)942-1210

Psychoeducational Consultation

$135.00 per hour for Psychoeducational assessments, counseling, supervision of school psychology, attendance at I.E.P. meetings, record review, assessment, report writing, discussion of results, collaboration/consultation with other professional, telephone calls, and/or associated backup work off the school site.

$90.00 per hours for travel expenses, if outside the San Diego area.

Forensic Consultation

Fees for legal consultation are two-tiered. The first level hourly rate of $180.00 is for time spent in reviewing records, conducting clinical interviews and/or psychological assessments, writing of psychological reports, discussing assessment results, collaborating/ consulting with legal professionals, telephone calls, and associated backup work for case discussion/presentation. The second level hourly rate of $270.00 is for time spent involved in deposition and trial testimony.

By:_____ Date:_____

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement)** is effective as of 6/12/12, 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").

JEFFREY S. OWEN

WHEREAS, DISTRICT is authorized by Section 4526 and 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 $15,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 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

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

_____

Email Address: _____

FEIN/SSN_____

Exhibit A

Fee Schedule

Jeffrey S. Owen
4405 Manchester Ave, Suite 103
Encinitas, CA 92024
(760)942-1210

Psychoeducational Consultation

$150.00 per hour for Psychoeducational assessments, counseling, supervision of school psychology, attendance at I.E.P. meetings, record review, assessment, report writing, discussion of results, collaboration/consultation with other professional, telephone calls, and/or associated backup work off the school site.

$100.00 per hours for travel expenses, if outside the San Diego area.

Forensic Consultation

Fees for legal consultation are two-tiered. The first level hourly rate of $200.00 is for time spent in reviewing records, conducting clinical interviews and/or psychological assessments, writing of psychological reports, discussing assessment results, collaborating/ consulting with legal professionals, telephone calls, and associated backup work for case discussion/presentation. The second level hourly rate of $300.00 is for time spent involved in deposition and trial testimony.

By:_____ Date:_____

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213034

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INC.

Professional Services Agreement No. PSA No. 1213034 called for services to be rendered at the rates shown in the agreement.

The contract with Leisure Care Referral Agency, Inc. shall be amended to reflect the negotiated reduced rates as shown in Exhibit A to this amendment.

Except as set forth in this Amendment, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

DISTRICT	**CONSULTANT**
Capistrano Unified School District	**Leisure Care Referral Agency, Inc.**
By: _____ Signature	By: _____ Signature
Terry Fluent _____	_____ Print Name
Director, Purchasing _____	_____ Title
Date: _____	Date: _____

EXHIBIT A

FEE SCHEDULE

The LCNR Inc., dba Leisure Care
30131 Town Center Drive, #205
Laguna Niguel, CA 92677
(949)363-7401

Licensed Vocational Nurse (LVN) - $35.00

By:_____ Date:_____

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement)** is effective as of 6/12/12, 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").

LEISURE CARE REFERRAL AGENCY INC

WHEREAS, DISTRICT is authorized by Section 4526 and 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 $8,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 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

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

_____

Email Address: _____

FEIN/SSN_____

EXHIBIT A

FEE SCHEDULE

Leisure Care Referral Agency, Inc.
30131 Town Center Drive, #205
Laguna Niguel, CA 92677
(949) 363-7401
trevor@lchomecare.com

Licensed Vocational Nurse (LVN)- $38.00

Signature _____ Date _____

Typed or Printed Name _____

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AGREEMENT NUMBER 38258

CAPISTRANO UNIFIED SCHOOL DISTRICT
INCOME AGREEMENT

This AGREEMENT is hereby entered into this 23rd day of January, 2012, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

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; and

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

WHEREAS, SUPERINTENDENT 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 hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the following described work and SUPERINTENDENT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. Specifically, SUPERINTENDENT shall provide the following services for Educational Technology Services:

1.1 Provide "Introduction to Google Docs For Education" training.

2.0 TERM. This AGREEMENT shall commence on January 23, 2012, and end on January 23, 2012, subject to termination as set forth in Section 9.0 of this AGREEMENT.

3.0 COMPENSATION.

A. DISTRICT agrees to pay SUPERINTENDENT for services satisfactorily performed pursuant to Section 1.0 of this AGREEMENT a total sum not to exceed Four hundred fifty dollars ($450.00). **DISTRICT'S payment to SUPERINTENDENT shall be made using California Technology Assistance Project (CTAP) Certificates issued by SUPERINTENDENT.**

B. Payment shall be mailed to: Orange County Superintendent of Schools, Attn: Accounting Manager, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, California 92628-9050, or at such other place as SUPERINTENDENT may designate in writing.

4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of this AGREEMENT, shall be and act as an independent contractor. SUPERINTENDENT understands and agrees that SUPERINTENDENT and SUPERINTENDENT'S 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. SUPERINTENDENT assumes the full responsibility for the acts and/or omissions of its employees or agents as they

relate to the services to be provided under this AGREEMENT. SUPERINTENDENT 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 SUPERINTENDENT'S employees.

5.0 HOLD HARMLESS/INDEMNIFICATION.

A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its Governing Board, officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of SUPERINTENDENT or the Orange County Board of Education during the period of this AGREEMENT.

B. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of DISTRICT during the period of this AGREEMENT.

6.0 ASSIGNMENT. SUPERINTENDENT or DISTRICT shall not subcontract or assign the performance of any of the services in this AGREEMENT with out prior written approval of the party.

7.0 TOBACCO USE POLICY. In the interest of public health, the SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

8.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that they 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.

9.0 TERMINATION. Either party may terminate this AGREEMENT with or without reason with the giving of thirty (30) days written notice to the other party. DISTRICT shall compensate SUPERINTENDENT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by SUPERINTENDENT. Notice shall be deemed given when received by the SUPERINTENDENT or DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.

10.0 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, California 92675
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
P.O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

11.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT 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.

12.0 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.

13.0 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.

14.0 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.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: CAPISTRANO UNIFIED SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ Authorized Signature	BY: Patricia McCaughey Authorized Signature
PRINTED NAME: _____	PRINTED NAME: Patricia McCaughey
TITLE: _____	TITLE: Coordinator
DATE: _____	DATE: May 25, 2012

CUSD-Income-EdTech-CTAP(38258)12
ZIP4

AGREEMENT NUMBER 38259

CAPISTRANO UNIFIED SCHOOL DISTRICT
INCOME AGREEMENT

This AGREEMENT is hereby entered into this 4th day of January, 2012, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

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; and

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

WHEREAS, SUPERINTENDENT 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 hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the following described work and SUPERINTENDENT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. Specifically, SUPERINTENDENT shall provide the following services for Educational Technology Services:

1.1 Provide "Basics of the learning Management System Haiku" training.

2.0 TERM. This AGREEMENT shall commence on January 4, 2012, and end on January 4, 2012, subject to termination as set forth in Section 9.0 of this AGREEMENT.

3.0 COMPENSATION.

A. DISTRICT agrees to pay SUPERINTENDENT for services satisfactorily performed pursuant to Section 1.0 of this AGREEMENT a total sum not to exceed Three hundred fifty dollars ($350.00). **DISTRICT'S payment to SUPERINTENDENT shall be made using California Technology Assistance Project (CTAP) Certificates issued by SUPERINTENDENT.**

B. Payment shall be mailed to: Orange County Superintendent of Schools, Attn: Accounting Manager, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, California 92628-9050, or at such other place as SUPERINTENDENT may designate in writing.

4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of this AGREEMENT, shall be and act as an independent contractor. SUPERINTENDENT understands and agrees that SUPERINTENDENT and SUPERINTENDENT'S 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. SUPERINTENDENT assumes the full responsibility for the acts and/or omissions of its employees or agents as they

relate to the services to be provided under this AGREEMENT. SUPERINTENDENT 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 SUPERINTENDENT'S employees.

5.0 HOLD HARMLESS/INDEMNIFICATION.

A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its Governing Board, officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of SUPERINTENDENT or the Orange County Board of Education during the period of this AGREEMENT.

B. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of DISTRICT during the period of this AGREEMENT.

6.0 ASSIGNMENT. SUPERINTENDENT or DISTRICT shall not subcontract or assign the performance of any of the services in this AGREEMENT with out prior written approval of the party.

7.0 TOBACCO USE POLICY. In the interest of public health, the SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

8.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that they 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.

9.0 TERMINATION. Either party may terminate this AGREEMENT with or without reason with the giving of thirty (30) days written notice to the other party. DISTRICT shall compensate SUPERINTENDENT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by SUPERINTENDENT. Notice shall be deemed given when received by the SUPERINTENDENT or DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.

10.0 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, California 92675
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
P.O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

11.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT 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.

12.0 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.

13.0 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.

14.0 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.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: CAPISTRANO UNIFIED SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ Authorized Signature	BY: Patricia McCaughey Authorized Signature
PRINTED NAME: _____	PRINTED NAME: Patricia McCaughey
TITLE: _____	TITLE: Coordinator
DATE: _____	DATE: May 25, 2012

CWSD-Income-EdTech-CTAP(38259)12
ZIP4

AGREEMENT NUMBER 38052

CAPISTRANO UNIFIED SCHOOL DISTRICT
INCOME AGREEMENT

This AGREEMENT is hereby entered into this 23rd day of April, 2012, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

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; and

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

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

NOW, THEREFORE, the parties hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the following described work and SUPERINTENDENT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. Specifically, SUPERINTENDENT shall provide the following services for Special Education Services:

1.1 Provide the services of Jane Vogel for functional vision assessments and consultations for students.

2.0 TERM. This AGREEMENT shall commence on July 1, 2012, and end on June 30, 2013, subject to termination as set forth in Section 9.0 of this AGREEMENT.

3.0 COMPENSATION.

A. DISTRICT agrees to pay SUPERINTENDENT for services satisfactorily performed pursuant to Section 1.0 of this AGREEMENT a total sum not to exceed Six thousand five hundred dollars ($6,500.00) for services satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT.

B. Payment shall be mailed to: Orange County Superintendent of Schools, Attn: Accounting Manager, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, California 92628-9050, or at such other place as SUPERINTENDENT may designate in writing.

4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of this AGREEMENT, shall be and act as an independent contractor. SUPERINTENDENT understands and agrees that SUPERINTENDENT and SUPERINTENDENT'S 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. SUPERINTENDENT assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this AGREEMENT.

SUPERINTENDENT 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 SUPERINTENDENT'S employees.

5.0 HOLD HARMLESS/INDEMNIFICATION.

A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its Governing Board, officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of SUPERINTENDENT or the Orange County Board of Education during the period of this AGREEMENT.

B. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of DISTRICT during the period of this AGREEMENT.

6.0 ASSIGNMENT. SUPERINTENDENT or DISTRICT shall not subcontract or assign the performance of any of the services in this AGREEMENT with out prior written approval of the party.

7.0 TOBACCO USE POLICY. In the interest of public health, the SUPERINTENDENT provides a tobacco-free environment. Smoking or the

use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

8.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that they 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.

9.0 TERMINATION. Either party may terminate this AGREEMENT with or without reason with the giving of thirty (30) days written notice to the other party. DISTRICT shall compensate SUPERINTENDENT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by SUPERINTENDENT. Notice shall be deemed given when received by the SUPERINTENDENT or DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.

10.0 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, California 92675
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
P.O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

11.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT 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.

12.0 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.

13.0 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.

14.0 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.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: CAPISTRANO UNIFIED SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ Authorized Signature	BY: Patricia McCaughey Authorized Signature
PRINTED NAME: _____	PRINTED NAME: Patricia McCaughey
TITLE: _____	TITLE: Coordinator
DATE: _____	DATE: April 20, 12

CUSD-Income-JaneVogel(38052)13
ZIP 6

AGREEMENT NUMBER: 38233

CAPISTRANO UNIFIED SCHOOL DISTRICT
MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)
PARTICIPATION AGREEMENT

This AGREEMENT is hereby entered into this 21ST day of May, 2012, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local Educational Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the Capistrano Unified School District, 33122 Valle Road, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an Agreement with the California State Department of Health Care Services, hereinafter referred to as STATE, which is incorporated herein by this reference, to serve as the Local Educational Consortium (LEC) for the Region 9 in accordance with the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, SUPERINTENDENT has been designated by the STATE to represent school districts and county offices located in Region 9, hereinafter referred to as LEA (Local Education Agency) to administer Medi-Cal Administrative Activities (MAA) as described in the California Welfare and Institutions Code, Section 14132.47(c) (1); and

WHEREAS, the goal of the Medi-Cal Administrative Activities (MAA) Program is to improve the availability and accessibility of Medi-Cal services to Medi-Cal eligible and

potentially eligible individuals, and their families where appropriate, served by the SUPERINTENDENT and participating LEA'S; and

WHEREAS, DISTRICT is providing Medi-Cal Administrative Activities and wishes to participate in the Medi-Cal Administrative Activities Program.

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 TERM. The term of this AGREEMENT shall be for a period of one (1) year commencing on July 1, 2012, and ending on June 30, 2013, subject to termination as set forth in this AGREEMENT.

2.0 RESPONSIBILITIES OF SUPERINTENDENT.

a. Certify to the STATE the amount of DISTRICT'S general funds or any other funds allowed under federal law and regulation expended on the allowable "Program activities".

b. Certify to the STATE the availability and expenditure of one hundred percent (100%) of the non-federal cost of performing Program activities.

c. Certify to the STATE that DISTRICT expenditures represent costs that are eligible for federal financial participation for that fiscal year.

d. Act as liaison between STATE and DISTRICT.

e. Represent DISTRICT'S issues, concerns, and questions at scheduled statewide LEC Committee meetings and MAA Program work groups.

f. As mandated by STATE, attend STATE trainings.

g. Conduct Region 9 LEC DISTRICT MAA Coordinator meetings and trainings.

h. On behalf of STATE, provide STATE approved training materials and updates to DISTRICT.

i. On behalf of STATE, provide Program technical assistance.

j. Review time survey trainings conducted by or for the DISTRICT.

k. Review DISTRICT'S quarterly time survey forms for accuracy and completeness and request corrections if necessary.

l. Review DISTRICT'S quarterly invoice documents for accuracy and completeness and request corrections if necessary.

m. Review corrected documents for compliance with rules and regulations related to time surveys and fiscal reports; work with DISTRICT to resolve any outstanding matters that prevent SUPERINTENDENT'S certification of claim.

n. Provide DISTRICT with statewide Local Educational Consortium (LEC) Committee MAA LEA Appeals Process information upon request.

o. Review and submit the detailed quarterly invoice with Claiming Unit Functions Grid to the STATE on behalf of the DISTRICT and convey to the DISTRICT by warrant all funds received on behalf of DISTRICT from the STATE less any amount due the SUPERINTENDENT as defined in Section

5.0 of this AGREEMENT. No funds will be conveyed to DISTRICT for invoices that have been disallowed by the STATE.

p. Monitor compliance of DISTRICT with all Federal, State, and SUPERINTENDENT'S PROGRAM requirements.

q. Review DISTRICT'S Operational Plan Audit/File at least once every three (3) years.

r. Designate an employee to act as liaison to DISTRICT regarding issues relating to this AGREEMENT.

3.0 RESPONSIBILITIES OF DISTRICT.

a. Assess MAA claiming potential within the DISTRICT and determine which staff will participate in the time survey and what direct charges, if applicable, will be claimed.

b. Certify to the SUPERINTENDENT and STATE the amount of DISTRICT'S general funds or any other funds allowed under Federal law and regulations expended on the allowable "Program activities".

c. Comply fully with all Title XIX Federal, State, and SUPERINTENDENT'S Program requirements.

d. Certify to SUPERINTENDENT and STATE the availability and expenditure, from allowable non-federal funding sources, of one hundred percent (100%) of the cost of performing Program activities.

e. Certify to SUPERINTENDENT and STATE expenditures represent costs that are eligible for federal financial

participation for that fiscal year. Ensure claims do not include fees for consultant services that are based on, or include, contingency fee arrangements.

f. If subcontracting for Program coordination and training, provide SUPERINTENDENT with a copy of the DISTRICT'S contract with vendor. Submit copies of amendments or new contracts as soon as they are fully executed.

g. Ensure that DISTRICT'S designated MAA Coordinator attends quarterly Region 9 LEC MAA Coordinators trainings and meetings.

h. Adhere to timelines established by the STATE and SUPERINTENDENT for completion of Program documentation (e.g., Program invoices, time surveys, reports, etc.). Respond in a timely manner to all STATE and SUPERINTENDENT requests for information and documentation.

i. Respond to SUPERINTENDENT reviews with information and corrected documents upon request.

j. Work with SUPERINTENDENT to resolve any outstanding matters.

k. Appeal SUPERINTENDENT decision through the statewide Local Educational Consortium (LEC) Committee MAA LEA Appeals Process if necessary.

l. Conduct time survey trainings for all DISTRICT survey participants.

m. Complete time studies, as required by the Centers for Medicare and Medicaid Services (CMS), to determine the amount of paid time spent on Program claimable activities.

n. Ensure that MAA Time Survey forms are properly administered according to Federal, STATE, and SUPERINTENDENT requirements.

o. Ensure that Time Surveys needing correction are corrected prior to inclusion in the MAA quarterly invoice.

p. Provide SUPERINTENDENT with copies of completed quarterly Time Survey forms upon request.

q. Develop and maintain an Operational Plan/Audit File to include at a minimum the following:

- Training materials and original attendance sheets
- Original Time Survey forms and other Time Survey documentation, including validation of time survey participant attendance for the time survey period
- Time certification and supporting documentation for direct charge staff
- Claiming Unit Functions Grids
- Position Descriptions/Duty Statements
- Medi-Cal Percentage documentation
- Invoice documents and supporting documentation
- Contracts/MOU
- Organizational Charts
- School Calendar
- Resource Directories and outreach materials
- Program review documentation

r. Prepare and certify school-based MAA Invoices and Claiming Unit Functions Grids in conformance with STATE requirements.

s. Submit quarterly claim to SUPERINTENDENT within twelve (12) months following the end of the quarter.

t. Provide SUPERINTENDENT with copies of MAA invoice supporting documentation upon request.

u. Maintain Program claim documentation for a period of not less than three (3) years after the quarterly invoice payment is received. If an audit is in progress, all records relevant to the audit shall be retained until completion of the audit or final resolution, whichever is later. Such documentation shall be subject, at all reasonable times, to inspection and/or audit by the CMS or other Federal agencies, STATE, and/or SUPERINTENDENT.

v. In the event an Invoice/Claiming Unit Functions Grid is revised or is disallowed by STATE, agree to reimburse SUPERINTENDENT within thirty (30) days of receipt of an invoice from SUPERINTENDENT evidencing SUPERINTENDENT'S payment to the STATE for DISTRICT'S revised or disallowed Invoice/Claiming Unit Functions Grid.

w. Ensure no duplicative billings.

x. Hold SUPERINTENDENT harmless from any federal disallowance of MAA claim payments made to DISTRICT by the STATE.

y. Designate an employee to act as a liaison with SUPERINTENDENT to provide DISTRICT specific information relative to MAA Program administration and fiscal issues.

z. Complete and return with the fully executed AGREEMENT, SUPERINTENDENT'S Medi-Cal Administrative Activities (MAA) District Information 2012/2013 form, Appendix "A", attached hereto and incorporated by reference herein.

4.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of DISTRICT'S responsibilities outlined in Section 3.0 of this AGREEMENT and after SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT shall convey to DISTRICT by warrant, all funds received on behalf of DISTRICT from the STATE less any amount due the SUPERINTENDENT and STATE as determined in Section 5.0 below. No funds will be conveyed to DISTRICT for invoices that have been revised or disallowed by the STATE. Payment to DISTRICT shall be made within forty-five (45) days of receipt and reconciliation of STATE funds by SUPERINTENDENT.

5.0 FEE SCHEDULE.

A. Annual STATE Participation Fee. SUPERINTENDENT will be responsible for DISTRICT share of the STATE Participation Fee, which is based on the STATE'S cost for administering the MAA claiming process. In the event that the STATE costs for the 2012/2013 fiscal year exceed the amount of the STATE costs contracted with SUPERINTENDENT for the 2011/2012 fiscal year, SUPERINTENDENT will

reduce DISTRICT'S quarterly MAA claim reimbursement for DISTRICT'S share of the STATE Participation Fee increase.

B. SUPERINTENDENT'S Administrative Support Fees. After SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT will transfer to DISTRICT an amount equal to the Federal share of cost received as reimbursement for DISTRICT'S MAA claim submitted by DISTRICT, less a four and a half percent (4 1/2%) fee per quarterly claim which will be used to support SUPERINTENDENT'S MAA administration.

C. The obligations of SUPERINTENDENT and DISTRICT under this AGREEMENT are contingent upon the availability of funds furnished by the United States Government. In the event that such funding is terminated or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S and DISTRICT'S fiscal obligations hereunder shall be limited to a pro rated amount of funding actually received by the SUPERINTENDENT and DISTRICT from the STATE under the AGREEMENT. SUPERINTENDENT shall provide DISTRICT written notification of such termination. Notice shall be deemed given when received by the DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.

6.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of this AGREEMENT, shall be and act as an independent contractor. SUPERINTENDENT 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. SUPERINTENDENT assumes 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. SUPERINTENDENT 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 SUPERINTENDENT'S employees.

7.0 DUTY TO PROVIDE FIT WORKERS. SUPERINTENDENT shall at all times enforce appropriate discipline and good order among its employees and shall not knowingly employ any unfit person or anyone not skilled in providing the services required under this AGREEMENT. Any person in the employ of the SUPERINTENDENT who in DISTRICT'S opinion, is incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this AGREEMENT and shall not again provide services except with written consent of DISTRICT.

8.0 COPYRIGHT.

A. DISTRICT understands and agrees that all forms, plans, and related instructional materials developed by SUPERINTENDENT or DISTRICT under this AGREEMENT shall become the exclusive property of Department of Health Care Services. The Department of Health Care Services shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark

and/or patent all forms and related instructional materials developed under this AGREEMENT.

9.0 HOLD HARMLESS.

A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its Governing Board, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of SUPERINTENDENT or the Orange County Board of Education during the term of this AGREEMENT.

B. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of DISTRICT during the term of this AGREEMENT.

10.0 CONFIDENTIALITY.

A. SUPERINTENDENT and DISTRICT shall maintain confidentiality of their respective records and information, governing the confidentiality of client or student information for Medi-Cal clients served under this AGREEMENT. Applicable laws include, but are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section 431.300, Welfare and Institutions Code, Section 14100.2 and 22

California Code of Regulations Section 51009 and all applicable federal and/or state laws or regulations as each may now exist or be hereafter amended. The confidentiality obligations contained in this section shall survive termination of this AGREEMENT.

B. DISTRICT understands and agrees to take all reasonable steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S agents' proprietary data provided for purposes of this AGREEMENT hereinafter defined as; data file specifications, related instructions, management reports, training materials, plans or other information relating to the performance of SUPERINTENDENT'S agents services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant to this AGREEMENT. DISTRICT shall not during or after the term of this AGREEMENT, permit the copying, duplication, or use of any of SUPERINTENDENT'S agents' proprietary data by or to any person other than authorized employees, agents or representatives of DISTRICT.

11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort to assure that the information supplied to SUPERINTENDENT hereunder shall be true, complete, and accurate in all respects. DISTRICT shall assume sole responsibility for the truth, completeness and accuracy of all information supplied to SUPERINTENDENT and agrees that SUPERINTENDENT shall have no responsibility or liability for the truth, completeness or accuracy of any information submitted by DISTRICT hereunder.

12.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable for damages or losses to DISTRICT employees, agents, independent contractors or students relating to lost medical services or lost

data under this AGREEMENT. SUPERINTENDENT shall not be liable for any sums DISTRICT does not obtain in reimbursement from the STATE, or for any incidental, indirect, special or consequential damages to DISTRICT arising from the denial of any request for reimbursement from the STATE.

13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this AGREEMENT shall not be assigned by the DISTRICT without prior written approval of SUPERINTENDENT.

14.0 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. SUPERINTENDENT and DISTRICT agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

15.0 NON-DISCRIMINATION. In the performance of this AGREEMENT, SUPERINTENDENT and DISTRICT agree that they shall not engage nor employ any unlawful discriminatory practices in employment of personnel or in any other respect on the basis of sex, race, color, ethnicity, national origin, ancestry, religion, age, marital status, medical condition, sexual orientation, physical or mental disability or any other protected group in accordance with the requirements of all applicable Federal or State law.

16.0 TOBACCO USE POLICY. In the interest of public health, SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

17.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with or without cause, terminate this AGREEMENT with the giving of thirty (30) days prior written notice to the other party.

18.0 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. As of the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
P.O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

19.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT 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.

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

21.0 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.

22.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supercedes 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.

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IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: CAPISTRANO UNIFIED SCHOOL DISTRICT

BY: _____
Authorized Signature

PRINTED NAME: _____

TITLE: _____

DATE: _____

_____
FEDERAL IDENTIFICATION NUMBER

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

BY: Patricia McCaughey
Authorized Signature

PRINTED NAME: Patricia McCaughey

TITLE: Coordinator

DATE: May 24, 2012

Capistrano Unified School District-MAA(38233)13
Zip6

Client # 0004000 / S15 P.O.#

AGREEMENT FOR SPECIAL SERVICES
Fiscal and Mandate Information Services

This is an agreement between the **CAPISTRANO UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2012.

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. This agreement shall be for the period of one year, beginning July 1, 2012, and terminating June 30, 2013. Either party hereto on 30 days' written notice may

terminate it at any time prior to June 30, 2013. In the event that the Client elects to terminate services at the end of the agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the agreement or until the client provides written notice. The client is responsible for these accrued charges and SSC may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.

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

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

BY: _____ DATE: _____

Capistrano Unified School District

BY: _____ DATE: May 18, 2012

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

ADDENDUM A
TO SPECIAL SERVICES AGREEMENT

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

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

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

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

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

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

Please check the appropriate items:

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

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

---

District Name: _____

Contact Name & Title: _____

Address (no P.O. Boxes Please): _____

_____

Telephone w/ ext: _____ E-mail _____

Signature: _____

Print Name: _____ Date: _____

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

School Services of California INC.

AMENDMENT TO SCHOOL BUS SERVICE AGREEMENT NO. I0910045

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SANTA MARGARITA CATHOLIC HIGH SCHOOL

The original School Bus Service Agreement between Capistrano Unified School District and Santa Margarita Catholic High School, called for vehicle maintenance to be performed at the rate of $105 per hour, for the contract period of June 8, 2009 through June 7, 2010.

At renewal, the vehicle maintenance hourly rate was reduced to $90 per hour for the contract period of June 8, 2011 through June 7, 2012.

The vehicle maintenance rate shall be returned to the original rate of $105 per hour for the contract term of June 8, 2012 through June 7, 2013.

Except as set forth in this Amendment to Agreement, and Board approved on June 8, 2009, all other terms and conditions 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: _____

EXHIBIT 30

Agreement Number: I0910045

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

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

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

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

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

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

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

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

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

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

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

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

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

considered officers, employees or agents of the SMCHS, and are not entitled to benefits of any kind or nature normally provided employees of SMCHS and/or to which SMCHS employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. DISTRICT assumes the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this AGREEMENT. DISTRICT 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 DISTRICT'S employees.

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

7.0 HOLD HARMLESS/INDEMNIFICATION. SMCHS agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its Governing Board, officers 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 any injury to or death of any person(s), or damage to or loss of any property caused by any negligent act, default, or negligent omission of the SMCHS, or its officers or employees arising out of, or in any way connected with, this AGREEMENT, whether said injury or damage occurs either on or off SMCHS's property, except for liability for damages which

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

DISTRICT agrees to and does hereby indemnify, hold harmless and defend the SMCHS and its affiliates, directors, administrative board 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 any injury to or death of any person(s), or damage to or loss of any property caused by any negligence or willful misconduct of the DISTRICT, or its officers or employees arising out of their performance under this AGREEMENT.

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

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

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

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

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

12.0 PERMITS/LICENSES. DISTRICT and all DISTRICT'S employees 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.

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

14.0 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. As of 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: Mike Patton, Executive Director

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

15.0 NON WAIVER. The failure of DISTRICT or SMCHS 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.

16.0 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.

17.0 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.

18.0 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.

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	

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 COREY
	Print Name
Director, Purchasing	President
	Title
Date: 8/1/11	Date: 7/5/11

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: T Fluent Signature	By: _____ Signature
Terry Fluent	_____ Print Name
Director, Purchasing	_____ Title
Date: 5/24/12	Date: _____

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CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1112-52

SIGNATURE AUTHORIZATION

WHEREAS, the Board of Trustees of Capistrano Unified School District may legally authorize the Superintendent and specific officers of the District to sign payroll notices of employment/changes of status, timesheets, vendor orders for payments, and warrant registers;

NOW THEREFORE BE IT RESOLVED that the following personnel are and shall be so designated:

Superintendent	Joseph M. Farley
Deputy Superintendent, Business and Support Services	Clark D. Hampton
Assistant Superintendent, Personnel Services	Jodee E. Brentlinger
Executive Director I, Fiscal Services	Philippa K. Geiger
Manager, Fiscal Accounting	Cynthia L. Brown
Manager, Payroll	Matthew L. Krause

BE IT FURTHER RESOLVED that a signature stamp is authorized for Joseph M. Farley, Clark D. Hampton, and Philippa K. Geiger; and

THAT only one signature or signature stamp shall be required by this Board for processing of said documents; and

THAT the Secretary be authorized to complete the authorization of signatures and forward same to appropriate officials of Orange County.

AYES: ( )

NOES ( )

ABSENT ( )

ABSTAIN ( )

EXHIBIT 31

I, Joseph M. Farley, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 27th day of June, 2012, by a roll call vote.

_____
Lynn Hatton
Clerk

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

AUTHORIZATION OF SIGNATURES

Capistrano Unified School District June 27, 2012

I, Lynn Hatton, Clerk of the Board of Trustees of the above named School District of Orange County, California, hereby certify that the said Board of Trustees at a regular meeting thereof, held on the 27th day of June, 2012, adopted by a majority vote of said Board of Trustees, Resolution No. 1112-52 that the following named persons be authorized to sign payroll notices of employment/changes of status (NOE/CS), timesheets, vendor orders for payment and check registers as indicated, and that all previous authorization of signatures are rescinded. Resolution No. 1112-52 further states that the authorization is subject to the following provisions:

		Authorized to Sign:			
		Payroll		Vendor Payments	
Name Typed	Specimen Signature	NOE/CS	Time Sheet	Orders	Registers
Joseph M. Farley		x	x	x	x
Clark D. Hampton		x	x	x	x
Jodee E. Brentlinger		x	x	x	x
Philippa K. Geiger		x	x	x	x
Cynthia L. Brown		x	x	x	x
Matthew L. Krause		x	x	x	x

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of June, 2012.

Lynn Hatton
Clerk

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

This Independent Contractor Agreement for Services ("Agreement") is made as of June 28, 2012, between the Capistrano Unified School District ("District") and CorVel Enterprise Comp, Inc., a corporation organized and existing under the laws of the State of Delaware ("Corvel" or "Consultant") (together, "Parties").

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

WHEREAS, CorVel Corporation is the business of providing an integrated claims administration cost containment program as further described herein and in Exhibit A through its two wholly-owned, operating subsidiaries, CorVel Enterprise Comp, Inc., which provides claims management services, and CorVel Healthcare Corporation, which provides managed care services (collectively "CorVel" or "Consultant"); and

WHEREAS, CorVel has developed a proprietary software solution (the "CareMC Application") which is accessible via the CorVel web site located at URL www.caremc.com (the "CareMC Site"), through which CorVel provides its customers with the option of utilizing certain Services online (the "Online Services") through which District shall access the CareMC Application by agreeing to the attached Exhibit C and its terms and conditions; and

WHEREAS, the District desires to retain CorVel to provide certain services, including Online Services, for the benefit of the District and its insureds and/or its injured employees; and

WHEREAS, CorVel desires to be so retained by Customer to provide such services; and

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. The Consultant shall furnish to the District the integrated claims administration cost containment program services, including Online Services, as further described herein and in Exhibit A attached hereto and incorporated herein by this reference ("Services").

2. **Term**. Consultant shall commence providing Services under this Agreement upon execution of the Agreement by both Parties and approval/ratification of the Agreement by the District Board ("Effective Date"), and will diligently perform such Services as required. The Agreement shall remain valid for a period of five (5) years from the Effective Date ("Initial Term") and may be renewed for subsequent one (1)-year terms (each a "Renewal Term") by the parties upon the written consent of both Consultant and the District. Such mutual consent to renew shall take place at least 15 days prior to the expiration of the Agreement.

3. **Submittal of Documents**. The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below;

_____ Signed Agreement
_____ Workers' Compensation Certificate
_____ Insurance Certificates and Endorsements
_____ W-9 Form
_____ Conflict of Interest Certification
_____ _____

4. **Compensation**. District compensation to the Consultant shall be as set forth in Exhibit "B" as the proposed fee for Services and CareMC Application. District shall remit payment for Fees for Services within forty-five (45) days of receipt of Consultant's invoice unless District disputes invoice.

5. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, other than as provided in Exhibit "B."

6. **Independent Contractor**. Consultant, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services provided under this Agreement. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

7. **Materials**. Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.

8. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

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

10. **Copyright/Trademark/Patent**. Consultant understands and agrees that all matters produced under this Agreement solely and specifically for the District shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale,

use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit**. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents and no more than twice annually.

12. **Termination**.

12.1. **Without Cause by District**. District may, upon ninety (90) days prior written notice, with or without reason, terminate this Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this Section, District shall compensate Consultant for Services completed to date as a pro-rata amount of the full fees, costs, and expenses.

12.2. **Without Cause by Consultant**. Consultant may, upon ninety (90) days prior written notice, with or without reason, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for Services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of Services to District. Consultant acknowledges that this ninety (90) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **With Cause by District or Consultant**. Either party may terminate this Agreement upon giving of a thirty (30) day prior written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Agreement by either party; or

12.3.2. any act by either party exposing the the other party to liability to others for personal injury or property damage; or

12.3.3. Either party is adjudged a bankrupt, the other party makes a general assignment for the benefit of creditors or a receiver is appointed on account of the other party's insolvency.

Written notice by either party shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. In the event of termination, the District may secure the required services from another consultant. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

12.4 Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

13. **Indemnification**. To the furthest extent permitted by California law, Consultant shall, at its sole expense, defend, indemnify, and hold harmless the District, the Board, the State of California, and their officers, , employees, trustees, (the "indemnified parties") from any and all third party demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorney's fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligent acts, errors, omissions, willful misconduct or fraud under the performance of the Agreement or from any activity, Services, or thing done, permitted, or suffered by the Consultant under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

Consultant's indemnification obligations under this Section 13 are contingent upon: (i) the indemnified party giving prompt written notice to the indemnifying party of any claim under this Section (provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent, and only to the extent, that the indemnifying party shall have been actually prejudiced as a result of such failure), (ii) the indemnifying party having the right, but not the obligation, to assume sole control of the defense or settlement of the claim, and (iii) at the indemnifying party's request and expense, the indemnified party cooperating in the investigation and defense of such claim(s). If the indemnifying party assumes the defense of any claim hereunder, the indemnified party shall be entitled to participate in (but not control) such defense and to retain its own counsel, at its own expense. The indemnifying party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of the indemnified party or imposes additional obligations on the indemnified party, without the prior express written consent of the indemnified party.

14. **Insurance**.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance:

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that protects the District and its respective elected officials, officers, employees, agents representatives, consultants, trustees, and volunteers from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from any portion of the Services. (Form CG 0001 and CA 0001) Commercial General Liability Insurance shall provide for coverage of at least One Million Dollars ($1,000,000) for each occurrence and at least Two Million Dollars ($2,000,000) for general aggregate. Automobile Liability Insurance – Any Auto shall also provide for coverage of at least One Million Dollars ($1,000,000) for each occurrence. CorVel shall provide a Five Million Dollar ($5,000,000) umbrella coverage for General Liability.

14.1.2. **Workers' Compensation and Employers' Liability Insurance**. For all of the Consultant's employees who are subject to this Agreement

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and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars ($1,000,000) per accident for bodily injury or disease. Consultant shall provide a blanket endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

14.1.3. **Professional Liability Insurance**. Consultant shall carry Errors and Omissions insurance to provide for coverage of at least Two Million Dollars ($2,000,000).

14.1.4. **Other Insurance Provisions**: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant; instruments of Service and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

2) For any claims related to the projects, the Consultant's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

14.1.5. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

14.1.6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after a prior written notice by certified mail, return receipt requested, has been given to the District pursuant to Consultant's insurance policies.

14.1.7. Consultant shall furnish the District with Certificates of Insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

14.2. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII. unless otherwise acceptable to the

District.

15. **Assignment**. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws**. Consultant shall observe and comply with all rules and regulations of the Board, of the District, and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Permits/Licenses**. Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

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

20. **Fingerprinting of Employees**. It is not contemplated at the time of execution of this Agreement that Consultant or its employees will have contact with students during the provision of Services under this Agreement. If, at a future time, Consultant will have contact with any pupils, Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the Board that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this Section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:

    21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

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21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s) excluding observance of Consultant's employee(s) at Consultant's and/or Consultant's employee's facilities.

22. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735.

23. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall either party be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages except as provided in Section 13, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

24. **Confidentiality**..

A. Definition of Confidential Information. "Confidential Information" shall mean any non-public data, information and other materials regarding the products, services or business of a party (and/or, if either party is bound to protect the confidentiality of any third party's information, of a third party) provided to either party by the other party where such information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, or where such information should, by its nature, be reasonably considered to be confidential and/or proprietary. Without limiting the foregoing, the parties agree that (i) the CareMC Application, Documentation, Consultant Content (as defined in the in the CareMC License Agreement) and all software, source code, source documentation, inventions, know-how, and ideas, updates and any documentation and information relating thereto constitutes Confidential Information of Consultant, (ii) the District Data (as defined in the CareMC License Agreement) constitute Confidential Information of Customer, and (iii) this Agreement and Exhibits attached hereto, and the terms and conditions set forth herein and therein are Confidential Information of both parties.

B. Disclosure and Use of Confidential Information. The Confidential Information disclosed by either party ("Disclosing Party") to the other ("Receiving Party") constitutes the confidential and proprietary information of the Disclosing Party and the Receiving Party agrees to treat such Confidential Information in the same manner as it treats its own similar proprietary information, but in no case will the degree of care be less than reasonable care. The Receiving Party shall use the Confidential Information of the Disclosing Party only in performing under this Agreement and shall retain the Confidential Information in confidence and not disclose it to any third party (except as authorized under this Agreement) without the Disclosing Party's express written consent. The Receiving Party shall disclose the Disclosing Party's Confidential Information only to those employees and contractors of the Receiving Party who have a need to know such information for the purposes of this Agreement, and such employees and contractors must be bound by this Agreement or have entered into agreements with the Receiving Party containing confidentiality provisions covering the Confidential Information with terms and conditions at least as restrictive as those set forth herein.

C. Exceptions. Notwithstanding the foregoing, the parties' confidentiality obligations hereunder shall not apply to information which: (i) is already known to the Receiving Party prior to disclosure by the Disclosing Party, (ii) becomes publicly available without fault of the Receiving Party, (iii) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, (iv) is approved for release by written authorization of the Disclosing Party, (v) is developed independently by the Receiving Party without use of or access to the Disclosing Party's Confidential Information, or (vi) is required to be disclosed by law, rule, regulation, court of competent jurisdiction or governmental order.

D. Use of Data. Nothing shall prohibit Consultant from using aggregate, non-identifying, statistical data generated through its customers', including District, use of the CareMC Application and Online Services for marketing purposes, provided that Consultant shall not use or disclose any such data or information in a manner that would reveal the identity of, or other confidential information concerning, District. Such aggregate, non-identifying statistical data could include, without limitation, statistics regarding usage of the CareMC Application and Online Services, the number of case referrals generated through the CareMC Application and Online Services and the efficiencies gained by Consultant customers through their use of the CareMC Application and Online Services.

25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
FAX: (949) 493-8729

ATTN: Terry Fluent, Director, Purchasing

Consultant

CorVel Corporation
2010 Main Street, Suite 600
Irvine, CA 92614
Telephone: (949) 851-1473
FAX: (949) 851-1469

ATTN: Director, Legal Services

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

26. **No Rights in Third Parties**. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

27. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the Board. Services shall not be rendered until Agreement is approved.

28. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

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

30. **Waiver**. The failure of Consultant or District to seek redress for violation of, or to insist upon, the strict performance of any term, covenant or condition of this Agreement shall not be deemed to be a waiver by that party of any such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition contained herein.

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

32. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

33. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

34. **DISCLAIMERS**

A. Coverage and Compensability. SUBJECT TO APPLICABLE STATE REGULATIONS, CODES AND STATUTES, CONSULTANT SHALL RETAIN FINAL DECISION MAKING AUTHORITY AS TO COMPENSABILITY AND COVERAGE DETERMINATION WITH INPUT FROM DISTRICT. THIS AUTHORITY EXTENDS TO DETERMINATIONS REGARDING THE PAYMENT OF BENEFITS AS REQUIRED BY LAW, AND TO THE EXTENT POSSIBLE, WITHIN THE DISTRICT'S ESTABLISHED PARAMETERS AND CONTRACT TERMS GOVERNING CCONSULTANT'S PERFORMANCE OF THE SERVICES.

B. Duty of Cooperation. DISTRICT ACKNOWLEDGES THAT ACCURATE AND LEGALLY SOUND DETERMINATIONS AS TO COMPENSABILITY AND THE PROVISION OF BENEFITS REQUIRES COOPERATION AND ACCESS TO CUSTOMER MATERIALS, DOCUMENTS, AND WITNESSES. DISTRICT AGREES TO COOPERATE FULLY IN ALL ASPECTS OF CONSULTANT'S INVESTIGATION IN ORDER TO ENSURE FULL COMPLIANCE WITH ALL APPLICABLE WORKERS' COMPENSATION STATUTES.

C. Healthcare Authority. SUBJECT TO APPLICABLE STATE REGULATIONS, CODES AND STATUTES, CONSULTANT AND ITS AGENTS HAVE NO AUTHORITY TO CONTROL OR DIRECT THE HEALTH CARE SERVICES PROPOSED FOR OR PROVIDED TO INJURED PERSONS. THIS AUTHORITY SHALL LIE ONLY WITH THE INJURED PERSON AND HIS/HER TREATING PHYSICIAN IN ANY CASE, AND THOSE INDIVIDUALS MAY ACCEPT, REJECT OR MODIFY ANY ADVISORY DETERMINATIONS MADE BY CONSULTANT OR ITS AGENTS, EXCEPT INSOFAR AS STATE WORKERS' COMPENSATION LAWS MAY REQUIRE THEM TO FOLLOW THE DETERMINATIONS OF DISTRICT, CONSULTANT, DISTRICT'S AGENTS, A WORKERS' COMPENSATION JUDGE OR REVIEW PANEL, OR ANOTHER THIRD PARTY.

D. No Interference with Practice of Medicine. Neither Consultant nor District shall attempt, directly or indirectly, to control, direct or interfere with the practice of medicine by any health care provider.

35. **DISPUTE RESOLUTION**

A. Negotiation and Escalation of Disputes. In the event of any dispute, controversy or claim arising from or relating to this Agreement or the breach thereof ("Claim"), the parties will attempt in good faith to negotiate a solution to their differences, including progressively escalating any Claim through senior levels of management. If negotiation does not result in a resolution of the Claim within thirty (30) days of the date when one party first notifies the other of the Claim, either party desiring to pursue that Claim may pursue either a non-binding mediation process as described in 35B, if mutually agreeable, or pursue litigation.

B. Meditation Provision. If resolution of the dispute is not resolved through the negotiation process as described in Section 35A, and both parties agree to pursue non-binding mediation in the State of California, then non-binding mediation shall continue for up to an additional ninety (90) days. If the settlement suggested by the mediator is not agreed to by either party, the parties may continue through a litigation process.

36. Force Majeure. Except for the obligation to make payments for services satisfactorily rendered, nonperformance by either party shall be excused to the extent that performance is rendered impossible by war, acts of terrorism, strikes, fire, flood, or hurricane.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

CAPISTRANO UNIFIED SCHOOL DISTRICT	**CORVEL ENTERPRISE COMP, INC.**
Date: _____, 2012	Date: _____, 2012
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____

Date of District's Board Approval/Ratification:_____

Information regarding Consultant:

License No.: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:
_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Limited Partnership
_____ Corporation, State:_____
_____ Limited Liability Company
_____ Other: _____

_____:
Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this Section.

EXHIBIT A

Workers' Compensation Claims Management Services

I. DESCRIPTION OF WORKERS' COMPENSATION CLAIMS MANAGEMENT SERVICES

(a) Customer shall promptly notify CorVel of all incidents subject to the services described in this Agreement.

(b) First report of loss services involve gathering pertinent information related to a work injury and reporting such information to the appropriate state industrial accident board or commission as required by law, and is used to facilitate CorVel's initial review of the claim to determine whether the claim is likely to be medical-only or lost time and to help guide the initial determination of Services that may be required ("First Report Services").

(c) CorVel's Workers' Compensation Claims Management services provide Customer with a process to comply with Customer's workers' compensation issues in the applicable jurisdiction. CorVel shall provide workers' compensation claims management services set forth herein to Customer on behalf of employees that sustain work related injuries ("Injured Employees"). CorVel may subcontract with a third party to provide some portion or all of its claims management services obligations hereunder provided CorVel has received prior written consent from Customer..

II. DELIVERY OF FIRST REPORT OF LOSS SERVICES

(a) CorVel shall provide First Report Services to Customer upon receipt by CorVel of specific requests from Customer. Prior to the implementation of CorVel First Report Services and as required during the Term of this Agreement, Customer may provide CorVel with instructions regarding the scope and extent of the First Report to be performed by CorVel. Absent such instruction, CorVel First Report Services shall be performed as described below.

(b) Customer shall initiate First Report Services by (i) entering such information online through CareMC, (ii) calling CorVel via a toll free number provided by CorVel, or (iii) faxing such information to the CorVel intake specialist. Customer or the Customer representative entering such information on CareMC, making such calls, or faxing such information shall provide CorVel with all information required to complete the First Report of Loss form required by the applicable state ("Required Information"). Required Information generally includes the following: name/address of claimant, date of incident, description of injuries, social security number, date of birth, employer, salary, and other descriptive information reasonably required by CorVel, and may include information required by applicable statute (e.g., employer TIN). CorVel shall (i) provide sufficient staff to handle all incoming calls, and (ii) be prepared to complete First Report of Loss forms for all applicable states.

(c) Once the Required Information is validated and confirmed by a CorVel representative, First Report of Loss forms will be made available to Customer through the CareMC Application. CorVel will, upon request of Customer, provide a hard copy of the completed First Report of Loss form to the Customer. An electronic copy shall be available to Customer via CareMC. To the extent permitted by the applicable state industrial accident board or commission, the Required Information shall be transmitted electronically.

(d) To the extent required by applicable statute or otherwise agreed in writing by CorVel,

CorVel will file additional reports on earlier-filed First Reports of Loss ("Subsequent Reports").

(e) Unless agreed to otherwise in writing by the parties, any questions or concerns from an industrial accident board or commission concerning First Reports of Loss forms completed by CorVel hereunder will be handled directly by CorVel. All such inquiries will receive an initial response within the next business day following CorVel's receipt of the inquiry. CorVel will keep Customer apprised of any inquiries it receives and the response thereto. CorVel will send a written response to the inquiry within five (5) business days outlining the nature of the inquiry and the resolution of same by CorVel. A copy of such response will also be sent to the attention of the designated Customer representative if requested in writing by Customer. Customer shall have the right, but not the obligation, at any time and at Customer's expense, to interject itself into the inquiry between CorVel and the industrial accident board or commission, and in connection therewith to resolve the inquiry in a manner acceptable to Customer at its sole discretion, in which case Customer shall be solely responsible for Customer's handling of such inquiry or resolution thereof..

III. DELIVERY OF CLAIMS MANAGEMENT SERVICES

(a) Customer shall arrange so that all claims and all related bills of any type, as well as all other correspondence that Customer receives relating to such claims, are sent directly to CorVel. CorVel shall perform all of the following "Claims Services" in connection with each portion of a Claim related to Workers' Compensation benefit payments for lost income (each an "Indemnity Claim") and one or more of such Claims Services with respect to that portion of a Claim related to Workers' Compensation benefits other than payments for lost income (each a "Non-Indemnity Claim"). All Claims Services provided by CorVel under this Agreement shall be performed in accordance with the guidelines set forth in Sections II-IV of this Exhibit A:

(i) CorVel shall immediately assign each new Indemnity Claim and Non-Indemnity Claim to CorVel's designated claims professional.

(ii) Utilizing CorVel's CareMC Application or other applicable CorVel Online System, CorVel shall maintain a chronological record of all Claims Services performed by CorVel.

(iii) CorVel shall make all filings related to Indemnity Claims and Non-Indemnity Claims with the appropriate state Workers' Compensation regulatory authorities.

(iv) CorVel shall maintain a complete and accurate claim file for each Indemnity Claim and Non-Indemnity Claim.

(v) CorVel shall perform reasonable and necessary administrative and clerical work including, without limitation, the following:

(A) Investigate all Indemnity Claims and Non-Indemnity Claims. .

(B) Determine and evaluate any coverage and/or compensability issues and provide Customer with appropriate recommendations and advice regarding the same.

(C) Adjust, handle, or settle to a conclusion those Indemnity Claims and Non-Indemnity Claims that CorVel believes the Customer is legally obligated to pay under applicable state law and regulations, and in accordance with the authority granted to CorVel by Customer under the Agreement.

(D) Prepare checks for payments of Indemnity claims, Non-Indemnity Claims and Allocated Loss Adjustment Expenses.

(E) Prepare documents as necessary to close out Indemnity Claims and Non-Indemnity Claims.

(b) CorVel shall process claims and process the disbursement of benefit payments to claimants and providers entitled to such payments from Customer. Funding for the payment of all benefits to claimants, providers, vendors and "allocated loss adjustment expenses" (as defined below) is the sole responsibility of Customer and Customer agrees to be liable for and fund all proper claims processed by CorVel. Such payment shall be made through a bank account established by CorVel. CorVel shall provide Customer with a check register in a mutually agreed format for each checkrun drawn on a bank account prior to mailing of the checks. CorVel also will provide Customer information as necessary for Customer to prepare periodic bank account reconciliation reports. Customer agrees to pay into the bank account funds sufficient to pay approved claims and to maintain the advance deposit set forth below and to provide CorVel with such authorizations as shall be necessary to make the required instruments valid claims against Customer. Notwithstanding the other provisions of this Agreement, if payments are not made when due, Customer shall be in default and subject to immediate termination without notice, and CorVel shall have no liability for claims, penalties or other damages arising out of or relating to any such failures on the part of Customer.

(i) "Allocated loss adjustment expenses" or "ALAE" shall mean claim adjustment costs and expenses incurred by CorVel or its subcontractor and allocated by CorVel to the investigation, adjustment and settlement or defense of a claim for benefits, including, without limitation, attorneys' fees and disbursements, pre and post judgment interest, court reporter services and transcripts, deposition charges and transcripts, fees for service of process, court costs, courier/express mail, long distance, appeal bonds, printing costs related to trials and appeals, witness and expert fees, medical examination and review, laboratory costs, engineering, independent adjuster fees, surveillance, photography, and similar costs and expenses reasonably incurred and related to the investigation and defense of claims or the protection and collection of subrogation rights of the Customer.

(c) CorVel shall provide Customer with payment services through Check Writing services in accordance with specifications mutually agreed by Customer and CorVel.

(i) The checks referred to in Section II(d) will be drawn on CorVel's account at Wells Fargo Bank, Portland, Oregon or CorVel's account at such other bank as the parties of this Agreement may mutually accept, as evidenced by a letter or written document signed by both parties (hereafter, the "Bank"), with Customer identified on each check as the insurer or any insurance carrier as such may be required. Check Writing services shall also include IRS form 1099 filing and associated follow-up, bank reconciliation, and bank fees specifically related to such processing if Customer is using CorVel's bank account. Otherwise, such services will be subject to an additional fee.

(d) CorVel agrees to provide the following services to Customer relating to the processing and payment of claims:

(i) to receive claims and process payment of benefits in accordance with applicable State(s) program guidelines required for the payment of workers' compensation claims;

(ii) to correspond with the claimants, providers of services and vendors if additional information is deemed necessary to complete the processing of claims;

(iii) to determine the amount of benefits payable;

(iv) to provide notice to claimants as to the reason(s) for denial of benefits (when such are denied) and to provide for the review of such denied claims;

(v) to receive and process for payment claims for benefits incurred prior to the Effective Date in consideration for the separate fees established in Exhibit B; and

(vi) at Customer's request, to provide specified additional services for such fees as the parties mutually agree;

(e) Subject to applicable law, all claims files, data, systems and records and associated documents and notices regarding the administration of claims and provision of services pursuant to this Agreement and the payment of claims and allocated loss adjustment expenses, may be audited, examined, and copied by Customer, its representatives, excess carriers, reinsurers or any state insurance department or other regulatory body that so requires, at Customer's expense, at any time or times during CorVel's normal business hours and with reasonable advance notice; and notwithstanding anything to the contrary contained in this Agreement.

(f) CorVel is and shall remain an independent contractor with respect to the services being performed hereunder and shall not for any purpose be deemed an employee of Customer, nor shall CorVel and Customer be deemed partners, joint venturers or governed by any legal relationship other than that of independent contractor as set forth herein. CorVel does not assume any responsibility for the adequacy of the funding of benefits.

(g) CorVel is not in any way to be deemed an insurer, underwriter or guarantor with respect to any benefits payable under Customer's workers' compensation program.

(h) CorVel may rely on instructions received from such person or persons as Customer may from time to time designate in writing, provided that no such instruction may vary the terms of this Agreement.

(i) Unless otherwise directed by Customer or precluded by law, CorVel shall seek subrogation recoveries on behalf of Customer and shall provide Customer with any recoveries obtained, minus the attorneys' fees and costs incurred in obtaining such recoveries. Customer represents and warrants that its workers' compensation program provides for rights of subrogation. Customer delegates and/or assigns these subrogation rights and third party recovery rights to CorVel as its agent for purposes of subrogation only. Customer shall assist CorVel in its subrogation efforts by providing requested information and documentation. CorVel may engage the services of a subrogation management firm to assist with the identification and management of subrogation cases. The fees charged by the subrogation management firm will be deducted from any recovery. In those cases where the subrogation recovery efforts of the claimant's attorney should be compensated, Customer delegates to CorVel full authority to act on behalf of the Customer to negotiate reasonable attorneys' fees. In those instances where Customer's subrogation lien, in the opinion of CorVel, should be compromised or abandoned, Customer delegates to CorVel full authority to act on behalf of Customer to compromise or abandon the lien. Any determination by CorVel with respect to subrogation liens shall be final and conclusive, unless overturned by order of a limited arbitrary and capricious standard of review.

(j) CorVel shall consult and cooperate with Customer with respect to any loss or claim resulting in a lawsuit being instituted against Customer. Nothing in this paragraph shall be construed in any way as a waiver by CorVel of any attorney/client, work product or other applicable privilege with respect to any materials or documents prepared by CorVel or its counsel in anticipation of litigation.

(k) CorVel shall assist, cooperate and participate with Customer, carriers and reinsurers in connection with claim reviews and audits and catastrophic injury claim analysis and

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excess claim related reporting.

IV. SERVICE CRITERIA, STANDARDS AND GUIDELINES

(a) Assignments: Customer will notify CorVel, either via CareMC, telephone or facsimile, that Customer's employee has sustained a work related injury. All new Lost Time claims will be acknowledged and established by CorVel within the next business day following such notice. The acknowledgement will included the name and contact information of the assigned Adjuster.

(b) Contacts: As warranted, and always with regard to lost time, or anticipated lost time claim situations, initial contact with the injured employee will be made within the next business day following receipt of a new assignment claim. Contact with the Physician, and employer, if required will be made by the next business day.

(c) Investigation: Completed and documented within 30 days from date of assignment.

EXHIBIT B
Fees

(1) Fees During the Initial Term of the Agreement shall be as follows:

Claims Administration:

7/1/12-6/30/13	$322,000.00
7/1/13-6/30/14	$322,000.00
7/1/14-6/30/15	$328,440.00
7/1/15-6/30/16	$335,008.00
7/1/16-6/30/17	$341,708.00

Bill Review:

$ 15.00 per bill, 25% Incremental savings PPO/PR/EBR

Utilization Review nurse review - $ 100.00 flat rate

Peer review – Flat Standard rate based on specialty range is $ 185.00 to $ 350.00

Telephonic Case Management – $ 85.00 per hour

Field Case Management – $ 95.00 per hour plus standard IRS mileage

Catastrophic Case management - $ 150.00 per hour

Medicare Set Aside (MSA) - $ 150.00 per hour

(2) Fees During Renewal Terms: Consultant shall increase the Fees associated with the above Services annually on the effective date of the Renewal Term, beginning 7-1-2017, if any. Such increase shall be equal to the greater of: (i) three percent (3%) or (ii) the percentage increase in "CPI" for the immediately available preceding twelve (12) month period plus two percent (2%). For the purposes of this Agreement, "CPI" means the Consumer Price Index U.S. City Average for Urban Wage Earners and Clerical Workers, All Items, of the United States Bureau of Labor Statistics (1982-1984=100). If the manner in which such CPI as determined by the Bureau of Labor Statistics is substantially revised, an adjustment will be made in such revised index which would produce results equivalent, as nearly as possible, to those which would have been obtained had the CPI not been so revised. If the 1982-1984 average is no longer used as the index of 100, such change shall constitute a substantial revision.

(3) Fees for Additional Professional Services: If District requires any additional professional services from Consultant relating to the Services or the CareMC Application, including but not limited to integration of the CareMC Application with EDI or other District systems, District shall submit a written request to Consultant for such services. Consultant shall, in good faith, consider

providing such services at its then-current professional services fee rate and standard terms and conditions.

(4) Fees Adjustments for Regulatory Changes: If, at any time during the Term of this Agreement, regulatory or legislative changes impact Consultant's business operations and add to Consultant's costs of providing the Services such that Consultant wishes to seek approval for a fees adjustment, Consultant shall provide District with at least ninety (90) days prior written notice of the requested adjustment (or if such notice is not practicable, as much notice as is reasonable under the circumstances), and written illustration of the financial impact of the change and the requested fees adjustment. Both parties shall mutually agree in writing to the fees adjustment or either party may terminate the Agreement within ninety (90) days of the notice of the requested adjustment.

(5) Billing and Payments for Pharmacy Program:

(a) Charges for medications processed through the Pharmacy Program will be applied to the claim file.

(b) Consultant uses the Medi-Span AWP at pre-settlement levels. To maintain pricing neutrality Consultant applies the established multiplier to impacted prescriptions.

(c) Relative to state fee schedules, Consultant will apply the lesser of the District's contracted pharmacy rate or the applicable state fee schedule. The following exceptions apply:

(i) All California pharmacy prescriptions will be priced at the California fee schedule.

(ii) To the extent that the fee schedules rate in any state other than California is less Consultant's acquisition costs, Consultant will apply the lesser of District's contracted rate or Consultant's acquisition cost.

(d) Both parties understand that pricing indices historically used (including under this Agreement) for determining the financial components of pharmacy billing rates are outside the control of Consultant and District. The parties also understand there are extra-market industry, legal, governmental and regulatory activities which may lead to changes relating to, or elimination of, these pricing indices that could alter the financial positions and expectations of both parties as intended under this Agreement. Both parties agree that, upon entering into this Agreement and thereafter, their mutual intent has been and is to maintain pricing neutrality as intended and not to benefit one party to the detriment of the other. Accordingly, to preserve this mutual intent, if Consultant undertakes any or all of the following:

(i) Changes the AWP source across its book of business (e.g., from Medi-Span to First Databank); or

(ii) Maintains AWP as the pricing index with an appropriate adjustment in the event the AWP methodology and/or its calculation is changed, whether by the existing or alternative sources; or

(iii) Transitions the pricing index from AWP to another index or benchmark (e.g., to Wholesale Acquisition Cost).

(e) Pharmacy rates will be modified as reasonably and equitably necessary to maintain the pricing intent under this Agreement. Consultant shall provide District with at least ninety (90) days prior written notice of the change (or if such notice is not practicable, as much notice as is reasonable under the circumstances), and written illustration of the financial impact of the pricing source or index change (e.g., specific drug examples). If District disputes the illustration of the financial impact of the pricing source, both parties agree to cooperate in good faith to resolve such disputes.

EXHIBIT C CareMC
License Agreement

This CAREMC LICENSE AGREEMENT (the "CareMC License Agreement") is incorporated by reference into the Services Agreement (the "Master Agreement") to which it is attached. The parties acknowledge and agree that the terms and conditions under which the Services are provided by CorVel and received by Customer shall be governed by the Master Agreement (including without limitation all additional Exhibits and applicable Schedules attached thereto), while the terms and conditions under which Customer may access and use the Online Services shall be governed by the terms and conditions of this CareMC License Agreement. All defined terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Master Agreement.

1. ACCESS TO THE CAREMC APPLICATION

A. Registration Information. Prior to accessing the CareMC Application, Customer shall provide CorVel with certain registration information requested therein ("Registration Information"). Customer covenants that the Registration Information Customer provides will be true, accurate, current and complete and will be updated as necessary to it so.

B. Passwords and Levels of Access. As soon as practicable after the execution of this Agreement, CorVel shall create a unique username and password for each individual Authorized User identified by Customer as requiring access to the Online Services. Customer shall then designate two groups of Authorized Users. The first group of Authorized Users ("Restricted Users") shall have access to only the data available on the CareMC Site that relates to claims specific to that Authorized User and such other data that Customer specifically requests in writing be accessible to such Authorized User. The second group of Authorized Users ("Non-Restricted Users") shall have access to all data available on the CareMC Site that relates to claims specific to Customer. Access by Individual Users and Non-Restricted Users to data available on the CareMC Site shall be subject in all cases to any limitations imposed by applicable law.

C. PHI Data. Authorized Users shall have access to all data available through the CareMC Application, including data that constitutes or contains "protected health information" ("PHI Data") as such term is defined in 45 CFR Section 164.501 of the regulations promulgated by the U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act, which is at Section 13400, *et. seq.* of the American Recovery and Reinvestment Act of 2009 ("ARRA"), and guidance promulgated thereunder ("HITECH"), but shall only have access to PHI Data to the extent necessary for Customer to render payment on a claim, and then only to those portions or amounts of PHI Data that are determined by CorVel, in its sole discretion, to be the minimum necessary for Customer to render payment on such claim.

D. Security of Passwords. Customer acknowledges and agrees that it shall be solely responsible for (i) selecting Authorized Users, (ii) assigning the various levels of authority and access each Authorized User may have to the CareMC Application, Online Services and Customer Data, including by determining which Authorized Users shall be Non-Restricted Users, (iii) ensuring that only Authorized Users have access to the passwords provided by CorVel or changed by Authorized Users, (iv) implementing a system to control, track and account for all passwords, (v) strictly maintaining the confidentiality and integrity of all passwords and levels of authority among Authorized Users, and (vi) ensuring that Authorized Users shall at all times comply with the terms and conditions of this Agreement. Customer further agrees that it shall notify CorVel immediately in writing if the security or integrity of a password has been compromised. CorVel will provide reasonable cooperation to Customer in the event of a security breach. Such support will include but not be limited to suspending service for passwords whose security or integrity has been violated. Passwords may be changed at any time by Authorized Users, and must be changed at least once every ninety (90) days.

E. Customer Data. Responsibility for ensuring that the content and data provided by or for Customer ("Customer Data") to be entered into the CareMC Application by CorVel is accurate and reflects Customer's requirements lies solely with Customer. All data generated by and through Customer's use of the CareMC Application and Online Services shall reside on CorVel's server. CorVel reserves the right to temporarily suspend access to any Customer Data that it determines, in its sole discretion, violates the terms and conditions of this CareMC License Agreement or any applicable laws.

F. Customer Representations. Customer represents that (i) it has the legal authority to provide the Customer Data to CorVel hereunder, and (ii) it is fully aware and knowledgeable of and shall comply with its duties and responsibilities with respect to the privacy and confidentiality of medical records and protected health information under applicable federal and state laws, including but not limited to those imposed by HIPAA. Upon written notice to Customer, CorVel may modify or temporarily suspend Customer's access to and use of the CareMC Application, Online Services and/or CareMC Site as necessary to comply with any law or regulation.

2. LICENSE AND RESTRICTIONS

A. Limited License. Subject to the terms and conditions of this CareMC License Agreement, CorVel grants to Customer during the License Term (as defined in Section 5A below) a limited, non-exclusive, non-transferable, non-sublicensable license to access and use, and allow Authorized Users to access and use, the CareMC Application via the CareMC Site solely for Customer's own internal business use and operations. Customer shall access and use the CareMC Application in accordance with the user's guides and online instruction provided to Customer by CorVel ("Documentation") and all applicable laws, statutes, rules and regulations.

B. Restrictions. Customer shall not, and shall not allow Authorized Users or any third party to (i) rent, lease, re-license or otherwise provide access to the CareMC Application or Online Services to any third party, (ii) alter, modify or create derivative works of the CareMC Application, (iii) use any reverse compilation, decompilation or disassembly techniques or similar methods to determine any design structure, concepts and construction method of the CareMC Application or replicate the functionality of the CareMC Application for any purpose, or (iv) copy the CareMC Application or any content, materials, information and other data provided by CorVel on the CareMC Site or used in providing the Online Services ("CorVel Content") and/or Documentation without CorVel's prior written consent.

C. Third Parties. Customer shall not allow any third party to have access to the CareMC Application or Online Services without prior written consent of CorVel and ensuring that (i) such third party enters into a legally enforceable written agreement with CorVel, or (ii) such third party enters into a legally enforceable written agreement with Customer consistent with the terms of this CareMC License Agreement and which shall include terms at least as protective of CorVel as the following Sections of this CareMC License Agreement: Sections 1A-1F, 2B, 2D, 3B, and 4A-4E.

D. Ownership and Changes. CorVel owns and shall retain all right, title and interest in and to the CareMC Application, Documentation, CareMC Site, Online Services, CorVel Content and any intellectual property rights inherent therein or arising therefrom. In addition to CorVel's rights in the individual elements of the CorVel Content, CorVel owns a copyright in the selection, coordination, arrangement and enhancement of the CorVel Content. Neither Customer nor any Authorized User shall obtain any ownership rights, express or implied, or any other rights other than those expressly set forth herein in the CareMC Application, Documentation or CorVel Content. CorVel reserves the right, at any time in its sole discretion and without liability to Customer, to delete or change features of the CareMC Application, CareMC Site or Online Services provided such changes do not materially alter the functionality of the CareMC Application.

E. Compliance Monitoring and Audits. CorVel may monitor and perform remote audits of Customer's use of the CareMC Application and CareMC Site for the purpose of verifying that Customer and Authorized Users are using the CareMC Application in compliance with the terms of this CareMC License Agreement. CorVel reserves the right to temporarily suspend Customer's or any Authorized User's access to the CareMC Application in the event Customer or such Authorized User engages in, or CorVel in good faith suspects is engaged in, any unauthorized conduct. To the extent CorVel requires access to Customer's facilities to conduct an audit hereunder, Customer agrees to provide such access upon reasonable advanced notice and during Customer's regular business hours.

3. INFRASTRUCTURE, MAINTENANCE AND SUPPORT

A. CorVel Infrastructure Obligations. Subject to Customer's compliance with the terms and conditions of this CareMC License Agreement, CorVel shall be responsible for providing and maintaining the hardware, software and other equipment required to host the CareMC Application for Customer ("CareMC Infrastructure"). The CareMC Infrastructure is subject to modification by CorVel from time to time for purposes such as adding new functionality, maximizing operating efficiency and upgrading hardware, provided such modifications shall not in the aggregate degrade the performance of the Online Services utilized by Customer. Customer acknowledges and agrees that such modifications may require changes to Customer's Internet access and/or telecommunications infrastructure to maintain Customer's desired level of performance. CorVel shall give Customer reasonable prior written notice of any required modifications.

B. Customer Infrastructure Obligations. Except for the CareMC Infrastructure, which will be provided by CorVel, Customer shall be responsible for obtaining and maintaining all hardware, software, equipment, Internet access and/or telecommunications services and other items or services furnished by third party venders or providers ("Third Party Providers") required to enable Customer to access and use the CareMC Application and CareMC Site as contemplated hereunder.

C. Support. CorVel will provide general support regarding questions on the CareMC Application via email and by telephone from Monday through Friday between the hours of 5:00 a.m. and 6:00 p.m. Pacific Standard Time, excluding holidays.

D. Scheduled Maintenance. CorVel will use reasonable efforts to (i) perform any scheduled downtime outside of Customer's normal business hours, (ii) notify Customer of all scheduled downtimes at least seventy-two (72) hours in advance, and (iii) perform software updates to the CareMC Application with minimal disruption to Customer's use of the Online Services.

E. System Monitoring. CorVel will use reasonable efforts to continuously monitor its web servers and database servers to ensure that they are functioning properly.

F. Security. CorVel will implement and use reasonable efforts to maintain secure systems through the use of firewalls, virtual private networks (VPN) and other security technologies. Any security violations that affect the data of Customer will be promptly reported to Customer.

G. Disaster Recovery and Backup. CorVel will use reasonable efforts to perform nightly backups of essential data on its web servers and database servers. CorVel has implemented third party backup and restoration technology to enable high speed recovery of data. CorVel utilizes redundant load balanced Win 2000 servers for 24x7, 365 day access, except for regularly scheduled system maintenance and upgrade processes. SQL Server databases are hosted on clustered servers offering fall-over

capability, redundant communication links, and load balanced application servers. Backup tapes are restored into a test environment not less than quarterly to confirm validity of backups. The CareMC Site has redundant inbound Internet and Intranet connectivity.

4. APPLICATION SPECIFIC DISCLAIMERS

A. Disclaimers. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTIES DESCRIBED IN THE MASTER AGREEMENT, CORVEL MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD TITLE, SATISFACTORY QUALITY AND NONINFRINGEMENT.

B. Internet Usage. Customer acknowledges that the Internet is essentially an unregulated, insecure and unreliable environment, and that the ability of Customer to access and use the CareMC Application is dependent on the Internet and hardware, software and services provided by various Third Party Providers. CORVEL SHALL NOT BE RESPONSIBLE FOR CUSTOMER'S INABILITY TO ACCESS OR USE THE CAREMC APPLICATION TO THE EXTENT CAUSED BY FAILURES OR INTERRUPTIONS OF ANY HARDWARE, SOFTWARE OR SERVICES PROVIDED BY CUSTOMER OR THIRD PARTY PROVIDERS.

C. CareMC Application. CUSTOMER ACKNOWLEDGES AND AGREES THAT CORVEL DOES NOT WARRANT THAT THE CAREMC APPLICATION OR ONLINE SERVICES ARE ERROR FREE, THAT CUSTOMER WILL BE ABLE TO ACCESS OR USE THE CAREMC APPLICATION OR ONLINE SERVICES WITHOUT PROBLEMS OR INTERRUPTIONS, OR THAT THE CAREMC SITE AND CAREMC APPLICATION ARE NOT SUSCEPTIBLE TO INTRUSION, ATTACK OR COMPUTER VIRUS INFECTION.

D. Network Intrusions. CUSTOMER AGREES THAT CORVEL WILL NOT BE LIABLE FOR DAMAGES ARISING FROM ANY BREACH, UNAUTHORIZED ACCESS TO, MISUSE OF, OR INTRUSION INTO, CUSTOMER DATA RESIDING ON CORVEL'S SERVER(S) OR ANY NETWORK USED BY CUSTOMER TO THE EXTENT SUCH DAMAGES WERE BEYOND CORVEL'S REASONABLE CONTROL.

5. LICENSE TERM AND TERMINATION

A. License Term. This CareMC License Agreement shall be effective as of the Effective Date and, unless terminated earlier as provided below, shall automatically terminate upon expiration or termination of the Master Agreement (the term of this CareMC License Agreement, the "License Term").

B. Termination for Convenience. Either party shall have the right to terminate this CareMC License Agreement for any reason or for no reason, upon ninety (90) days written notice to the other party.

C. Termination for Cause. This CareMC License Agreement may be terminated by either party for cause as follows: (i) upon thirty (30) days written notice if the other party breaches or defaults under any material provision of this Agreement and does not cures such breach prior to the end of such thirty (30) day period, (ii) effective immediately and without notice if the other party ceases to do business, or otherwise terminates its business operations, except as a result of an assignment, as permitted under the terms and conditions of this CareMC License Agreement, or (iii) effective immediately and without notice if the other party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within ninety (90) days).

D. Effect of Termination. Expiration or termination of this CareMC License Agreement shall have the following effects: (i) CorVel shall provide Customer with any proprietary data belonging to Customer, in the current format in which it is stored at CorVel at the termination of this CareMC License Agreement, (ii) all licenses granted under this CareMC License Agreement shall terminate immediately, (iii) all rights to use the CareMC Application and Online Services shall cease immediately, and (iv) each party shall promptly return all information, documents, manuals and other materials belonging to the other party related to this CareMC License Agreement, whether in printed or electronic form, including without limitation all confidential information of the other party then currently in its possession, provided each party may retain one (1) copy of such materials for archival purposes.

E. Survival. Except to the extent expressly provided to the contrary herein or in the Master Agreement, any right of action for breach of the CareMC License Agreement prior to termination, and the following provisions shall survive the termination of this CareMC License Agreement: Sections 1B-F, 2B, 2D, 4 and 5E.

EXTENSION OF RENTAL SERVICE AGREEMENT NO. 1112046

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CAPO BEACH CALVARY

The Rental Service Agreement between Capistrano Unified School District and Capo Beach Calvary, called for an original contract period of July 1, 2011 through June 30, 2012, with two (2) one year options to renew upon mutual written agreement of the Parties.

The contract with Capo Beach Calvary shall be extended for the period of July 1, 2012 through June 30, 2013.

Except as set forth in this Amendment to Agreement, and Board approved on August 8, 2011, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District	**Capo Beach Calvary**
By: _____ Signature	By: _____ Signature
Terry Fluent	_____ Print Name
Director, Purchasing	_____ Title
Date: _____	Date: _____

EXHIBIT 33

Agreement Number: 1112046

CAPISTRANO UNIFIED SCHOOL DISTRICT
RENTAL SERVICE AGREEMENT
Rev. 1 (dated 9/27/11)

This AGREEMENT is hereby entered into this 1st day of July, 2011, by and between the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675 (hereinafter referred to as "DISTRICT"), and Capo Beach Calvary, 25975 Domingo Ave., Capistrano Beach, CA 92624, (hereinafter referred to as "CLIENT"). DISTRICT and CLIENT shall be collectively referred to as the Parties.

WHEREAS, CLIENT is in need of such special services FROM DISTRICT; and

WHEREAS, DISTRICT AND CLIENT 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 one (1) school bus at the District's bus facility located at 26126 Victoria Blvd, Capistrano Beach, California 92624 for a fee of $75.00 per bus per month for a total of $75.00 per month.

2.0 TERM. DISTRICT shall commence providing services under this AGREEMENT on or after July 1, 2011, and this agreement shall be effective for one (1) year ending June 30, 2012 with two

(2) one year options to renew upon mutual written agreement of the Parties.

3.0 FEES/PAYMENT. CLIENT agrees to pay the DISTRICT for services satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT. There shall be no costs or expenses to the District to provide these services. Payment shall be made upon receipt of an invoice from DISTRICT in duplicate. Payment shall be mailed to: CAPISTRANO UNIFIED SCHOOL DISTRICT, 33122 VALLEY RD., SAN JUAN CAPISTRANO, CALIFORNIA 92675, ATTN: ACCOUNTS PAYABLE, or at such other place as DISTRICT may designate in writing.

4.0 COMMUNICATION BETWEEN THE PARTIES. CLIENT shall communicate directly with the DISTRICT's Executive Director of Transportation for the purpose of requesting any of the services provided in this AGREEMENT.

5.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this AGREEMENT, shall be and act as an independent contractor. DISTRICT understands and agrees that it and all of its employees shall not be considered officers, employees or agents of CLIENT, and are not entitled to benefits of any kind or nature normally provided employees of CLIENT and/or to which CLIENT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. DISTRICT assumes the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this AGREEMENT. DISTRICT 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 DISTRICT'S employees.

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

7.0 HOLD HARMLESS/INDEMNIFICATION. CLIENT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its Governing Board, officers 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 any injury to or death of any person(s), or damage to or loss of any property caused by any negligent act, default, or negligent omission of CLIENT, or its officers or employees arising out of, or in any way connected with, this AGREEMENT, whether said injury or damage occurs either on or off CLIENT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers or employees.

DISTRICT agrees to and does hereby indemnify, hold harmless and defend CLIENT and its affiliates, directors, administrative board 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 any injury to or death of any person(s), or damage to or loss of any property caused by any negligence or willful misconduct of the DISTRICT, or its officers or employees arising out of their performance under this AGREEMENT.

8.0 INSURANCE. CLIENT will provide the DISTRICT with a certificate of insurance which provides insurance coverage on the CLIENT owned school bus parked at the District's bus facility. A certificate of insurance shall also show that the DISTRICT is named as an additional insured on the policy or policies of general liability and auto liability policies. Said certificate of insurance shall also show the DISTRICT will be given at least thirty (30) days notice prior to the termination, cancellation or modification of said insurance.

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

10.0 TOBACCO USE POLICY. In the interest of public health, DISTRICT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the DISTRICT pursuant to DISTRICT Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

11.0 COMPLIANCE WITH APPLICABLE LAWS. DISTRICT and CLIENT agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future

become applicable to DISTRICT and CLIENT as they relate to their respective performances pursuant to this AGEEMENT.

12.0 PERMITS/LICENSES. DISTRICT and all DISTRICT's employees 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.

13.0 NON-DISCRIMINATION. DISTRICT and CLIENT agree that they 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.

14.0 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. As of the date of this AGREEMENT, the addresses of the parties are as follows:

CLIENT: CAPO BEACH CALVARY
25975 Domingo Ave.,
Capistrano Beach, CA 92624

Attn: Craig Whittaker, Lead Pastor

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

15.0 NON WAIVER. The failure of DISTRICT or CLIENT 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.

16.0 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.

15.0 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.

16.0 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.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT:
CAPISTRANO UNIFIED
SCHOOL DISTRICT

BY: T Fluent
Authorized Signature

PRINT NAME: Terry Fluent

TITLE: Director, Purchasing

DATE: 11/1/11

CLIENT:
CAPO BEACH CALVARY

BY: Craig Whittaker
Authorized Signature

PRINT NAME: CRAIG WHITTAKER

TITLE: LEAD PASTOR

DATE: 10-26-11

TAXPAYER ID#: 95-3203028

EXTENSION OF CONSULTANT AGREEMENT NO. C1011052

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

The Consultant Agreement between Capistrano Unified School District and Atkinson, Andelson, Loya, Ruud & Romo, called for an original contract period of July 1, 2010 through June 30, 2011, with two (2) one year options to renew upon mutual written agreement of the Parties.

The contract with Atkinson, Andelson, Loya, Ruud & Romo shall be extended an additional 12 months for the period of July 1, 2012 through June 30, 2013, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on August 24, 2010, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District	**Atkinson, Andelson, Loya, Ruud & Romo**
By: _____ Signature	By: _____ Signature
Terry Fluent	_____ Print Name
Director, Purchasing	_____ Title
Date: _____	Date: _____

EXHIBIT 34

Exhibit A

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

2012-2013 HOURLY RATES (SPECIAL EDUCATION)

FOR

CAPISTRANO UNIFIED SCHOOL DISTRICT

Senior Partners	$230.00
Partners	$225.00
Senior Associates	$210.00
Associates	$205.00
Senior Paralegals	$135.00
Paralegals and Legal Assistants	$130.00

CONSULTANT NAME: Atkinson, Andelson, Loya, Ruud & Romo Contract No. C1011052

Consultant Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and Atkinson, Andelson, Loya, Ruud & Romo

hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** Legal services as required by District.

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on July 1, 2010 and will diligently perform as required and complete performance by June 30, 2011.

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

4. **Expenses:** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows: N/A

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

6. **Materials:** CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: N/A

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

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

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

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

9. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

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

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

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

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

DISTRICT	CONSULTANT
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	Atkinson, Andelson, Loya, Ruud & Romo Ms. Karen E. Gilyard 12800 Center Court Drive, Suite 300 Cerritos, CA 90703

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

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

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

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

a. Exhibit A Fee Schedule/Agreement for Special Services

b. Exhibit B Hold Harmless & Indemnification

c. Exhibit C Insurance Requirements

CONSULTANT NAME: Atkinson, Andelson, Loya, Ruud & Romo Contract No. C1011052

This AGREEMENT is entered into this 25th Day of August 2010.

DISTRICT:

By: _____
Terry Fluent, Director of Purchasing

CONSULTANT:

By: _____
Signature

Karen E. Gilyard
Printed Name

Partner
Title

August 24, 2010
Board Approval Date

95-3378600
Social Security or Taxpayer Identification

5/30/08

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AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of July, 2010, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as "Attorney" or the "Law Firm" and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District".

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal services related to special education on District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. Attorney agrees to provide legal services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for one year, commencing July 1, 2010, through June 30, 2011. For the period July 1, 2010, through June 30, 2011, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates: Two Hundred Thirty Dollars ($230.00) for Senior Partners, Two Hundred Twenty-Five Dollars ($225.00) for Partners, Two Hundred Ten Dollars ($210.00) for Senior Associates, Two Hundred Five Dollars ($205.00) for Associates, One Hundred Thirty-Five Dollars ($135.00) for Senior Paralegals, and One Hundred Thirty Dollars ($130.00) for Paralegals and Legal Assistants (see Attachment A). The Law Firm shall bill in quarter-hour increments.

B. Agreements for legal fees at other than the hourly rates set forth above may be made by written mutual agreement for special projects or particular scopes of work. In the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

C. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent or designee's prior approval in the event a particular cost item exceeds $2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals $2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges, copying charges, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness

Exhibit A

fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

D. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

E. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

F. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

G. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

H. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder as respects the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder as respects cooperation with the Law Firm in connection with the Law Firm's representation of the District.

I. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

J. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

K. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right of unsubscribe at any time.

V. ARBITRATION

The parties agree that all disputes which arise between the District and the Law Firm, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. The parties agree to waive their right to a jury trial and to an appeal.

VI. DURATION

This Agreement shall be effective July 1, 2010, through June 30, 2011, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

VII. EXECUTION DATE

This Agreement is entered into this _____.

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____ By: _____
KAREN E. GILYARD

"District"

CAPISTRANO UNIFIED SCHOOL DISTRICT

Dated: _____ By: _____

ATTACHMENT A

Atkinson, Andelson, Loya, Ruud & Romo

2010-2011 HOURLY RATES (SPECIAL EDUCATION)

FOR

CAPISTRANO UNIFIED SCHOOL DISTRICT

Senior Partners	$230.00
Partners	$225.00
Senior Associates	$210.00
Associates	$205.00
Senior Paralegals	$135.00
Paralegals and Legal Assistants	$130.00

Consultant Name: Atkinson, Andelson, Loya, Ruud & Romo
Contract No. C1011052

CAPISTRANO
UNIFIED SCHOOL DISTRICT

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: Atkinson, Andelson, Loya, Ruud & Romo Contract No. C1011052

Insurance

Attorney shall procure and maintain, during the term of this Agreement, policies of insurance with insurers and coverage forms satisfactory to the District and with a minimum A.M. Best rating of A/VII as follows:

• Commercial General Liability incl. Contractual Liab., and Broad Form Property Damage	$1,000,000 minimum limit per occurrence $2,000,000 minimum general aggregate
• Professional Liability: (Errors & Omissions)	$1,000,000 minimum limit per occurrence $2,000,000 minimum general aggregate
• Automobile Liability:	$1,000,000 minimum limit per occurrence
• Workers' Compensation:	As required by the California Labor Code
• Employers' Liability:	$1,000,000 minimum limit

Attorney shall provide to the District evidence of the required insurance by issuance of an original Certificate of Insurance at least ten days prior to the beginning of the term of this Agreement. Such certificate shall contain a 30 days written notice of cancellation or reduction in coverage. Any lapse of insurance coverage required by this Agreement shall be a breach of the Agreement and grounds for immediate termination of this Agreement by District.

Exhibit C

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.

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Contract C1011052 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 Atkinson, Andelson. Loya, Ruud & Romo pursuant to Contract C1011052, 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 August 24, 2010, all other terms of the contract remain in full force and effect.

DISTRICT	CONTRACTOR
Capistrano Unified School District	**Atkinson, Andelson, Loya, Ruud & Romo**
By: T Fluent Signature	By: Karen E. Gilyard Signature
Terry Fluent	Karen E. Gilyard Print Name
Director, Purchasing	Partner Title
Date: 8/9/11	Date: 5/31/2011

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ATTACHMENT A

Atkinson, Andelson, Loya, Ruud & Romo

2011-2012 HOURLY RATES (SPECIAL EDUCATION)

FOR

CAPISTRANO UNIFIED SCHOOL DISTRICT

Senior Partners	$230.00
Partners	$225.00
Senior Associates	$210.00
Associates	$205.00
Senior Paralegals	$135.00
Paralegals and Legal Assistants	$130.00

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

GOLD STAR FOODS

Bid No. 1112-03 – Bakery Products called for an original 12-month contract period of July 1, 2011 through June 30, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 months as allowed by the California Education Code 17596.

The contract with Gold Star Foods pursuant to Bid No. 1112-03, shall be extended 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 June 27, 2012.

The total cost of products requested by District and provided by Vendor under this extension shall not exceed $132,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on June 29, 2011, all other terms of the contract remain in full force and effect.

DISTRICT	CONTRACTOR
Capistrano Unified School District	**Gold Star Foods**
By:_____ Signature	By:_____ Signature
Terry Fluent	_____ Print Name
Director, Purchasing	_____ Title
Date:_____	Date:_____

EXHIBIT 35

Exhibit A

CAPISTRANO UNIFIED SCHOOL DISTRICT

BAKERY PRODUCTS

BID NO. 1112-03

GOLD STAR FOODS

JULY 1, 2012 - JUNE 30, 2013

Line #	Product Code	Description	Brand	Pack Size Per Case	Bid Unit	Unit Bid Pricing for 2011-2012	Proposed 2012-2013 Unit Bid Price
1	600207	4" French Mini Sub Roll Whole Grain	Any	12 units per pkg	package	$1.920	$1.98
2	600076	6" French Roll Hinged Whole Grain	Any	12 units per pkg	package	$2.220	$2.29
3	600104	Soft Bread Stick Whole Grain	Any	12 units per pkg	package	$2.180	$2.18
4		4.5" Kaiser Roll Whole Grain	Any	12 units per pkg	package	$1.840	$1.87
5	600012	100% Whole Wheat Bread	Any	1.5 pound loaf/16 slice	loaf	$1.460	$1.46
6	600008	Multigrain Bread 9 grain	Any	1.5 pound loaf/16 slice	loaf	$1.860	$1.86
7	600054	4" Hamburger Bun Whole Grain	Any	12 units per pkg/ 2 oz	package	$1.780	$1.83
8		5" Seeded Hamburger Bun Whole Grain	Any	12 units per pkg/ 2 oz	package	$1.330	$1.37
9	600056	6" Hot Dog Bun Whole Grain	Any	12 units per pkg/1.8 oz	package	$1.650	$1.70
10	600116	English Muffin Whole Grain	Any	6 units per pkg/ 2 oz	package	$1.210	$1.21
11		Tortilla Flour 6" Whole Grain	Any	12 units per pkg	package	$1.020	$1.02
12	600221	Tortilla Flour 8" Whole Grain	Any	12 units per pkg	package	$1.240	$1.24
13	600148	Tortilla Flour 10" Whole Grain	Any	12 units per pkg	package	$1.760	$1.76

CAPISTRANO UNIFIED SCHOOL DISTRICT
BAKERY PRODUCTS
BID NO. 1112-03
GOLD STAR FOODS
JULY 1, 2012 - JUNE 30, 2013

Line #	Product Code	Description	Brand	Pack Size Per Case	Bid Unit	Unit Bid Pricing for 2011-2012	Proposed 2012-2013 Unit Bid Price
14		Tortilla Flour 12" Whole Grain	Any	12 units per pkg	package	$2.330	$2.33
15	600213	Whole Wheat Concha/Pan Dulce	Any	72 units per pkg	package	$45.360	$45.36
16	102184	Whole Wheat Dinner Rolls Ind.	Any	120 units per case/ 1 oz	case	$28.990	$28.99
17		Ciabatta Rolls Whole Grain	Any	12 units per pkg/4.5 oz	package	$5.600	$5.60
18	600122	Pita Bread Whole Grain	Any	6 units per pkg/2.75 oz	package	$1.230	$1.23
19	113403 (blueberry) 113402 (banana) 113401 (choc chip)	Muffin Whole Grain All Flavors 3 oz	Daves	60 units per case/3 oz	case	$29.590	$29.76
20	113525 New blueberry apple cinn dbl choc chip	Muffin Whole Grain All Flavors 1.8 oz	Any	60 units per case/1.8 oz	case	$32.260	$35.67

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.
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JOHN M. ALPAY
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LYNN HATTON
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ELLEN M. ADDONIZIO
JACK R. BRICK
ANNA BRYSON
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SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 24, 2012

Tiffany Riad, Bid Manager
Gold Star Foods
P. O. Box 4328
Ontario, CA 91761

Subject: **Bid No. 1112-03 – Bakery Products**

Dear Ms. Riad:

Your current contract for bakery products for the Capistrano Unified School District, as referenced above, will expire on June 30, 2012.

Newly elected Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to submit reduced costs for the renewal period July 1, 2012 through June 30, 2013. A copy of your current contract pricing is enclosed for your review. Please use the enclosed comparison sheet listing your current pricing and a column for you to list your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by May 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) 234-9505.

Sincerely,

Debbie Henningsen

Debbie Henningsen
Buyer, Purchasing

enc.
cc: Dawn Davey, Food and Nutrition Service Director
Sean Leer, Vice President Sales

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

GOLD STAR FOODS

February 2, 2012

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

Re: Renewal of Bid No. 1112-03 Bakery Products

Gold Star Foods was awarded the contract for Bakery Products to the Capistrano Unified School District in accordance with your bid mentioned above. The term of that original contract was July 1, 2011 through June 30, 2012. This bid may be extended for up to two (2) additional one-year periods under the same terms and conditions.

Gold Star Foods would like to offer to renew our contract for the next school year and extend our pricing from July 1, 2012 through June 30, 2013 in accordance with the same terms and conditions. Please reply to this request no later than March 30, 2012.

Upon acceptance from your district, we will respond as follows:

May 18, 2012	A copy of your new price contract will be sent to your district for review
June 15, 2012	Final approval of price contract from your district

Thank you,

Tiffany Riad
Bid Manager

P.O. Box 4328, Ontario, CA 91761 • 3781 East Airport Drive, Ontario, CA 91761-1558
909.843.9600 • Fax 909.843.9659
www.goldstarfoods.com

CAPISTRANO UNIFIED SCHOOL DISTRICT
BAKERY PRODUCTS
BID NO. 1112-03
GOLD STAR FOODS

Line #	Product Code	Product Description	Brand Name	Est. Yearly Usage	Case Pack	Bid Unit	Current 2011-2012 Pricing	Proposed 2012-2013 Unit Bid Price
1	600207	4" French Mini Sub Roll Whole Grain	Any	51 pkgs	12 units per pkg	package	$1.920	1.98
2	~~60076~~ 600076	6" French Roll Hinged Whole Grain	Any	7,212 pkgs	12 units per pkg	package	$2.220	2.29
3	600104	Soft Bread Stick Whole Grain	Any	883 pkgs	12 units per pkg	package	$2.180	2.18
4		4" Kaiser Roll Whole Grain	Any	10 pkgs	12 units per pkg	package	$1.840	1.87
5	600012	100% Whole Wheat Bread	Any	150 loaves	1.5 pound loaf/ 16 slice	loaf	$1.460	1.46
6	600008	Multigrain Bread 9 grain	Any	150 loaves	1.5 pound loaf/ 16 slice	loaf	$1.860	1.86
7	600054	4" Hamburger Bun Whole Grain	Any	16,291 pkgs	12 units per pkg/ 2 oz	package	$1.780	1.83
8		5" Seeded Hanburger Bun Whole Grain	Any	5,835 pkgs	12 units per pkg/ 2 oz	package	$1.330	1.37
9	600056	6" Hot Dog Bun Whole Grain	Any	1,008 pkgs	12 units per pkg/ 1.8 oz	package	$1.650	1.70
10	600116	English Muffin Whole Grain	Any	150 pkgs	6 units per pkg/ 2 oz	package	$1.210	1.21
11		Tortilla Flour 6" Whole Grain	Any	300 pkgs	12 units per pkg	package	$1.020	1.02
12	600221	Tortilla Flour 8" Whole Grain	Any	548 pkgs	12 units per pkg	package	$1.240	1.24
13	600148	Tortilla Flour 10" Whole Grain	Any	458 pkgs	12 units per pkg	package	$1.760	1.76

Tiffany Riad
Bid Manager
Gold Star Foods, Inc.

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

CAPISTRANO UNIFIED SCHOOL DISTRICT
BAKERY PRODUCTS
BID NO. 1112-03
GOLD STAR FOODS

Line #	Product Code	Product Description	Brand Name	Est. Yearly Usage	Case Pack	Bid Unit	Current 2011-2012 Pricing	Proposed 2012-2013 Unit Bid Price
14		Tortilla Flour 12" Whole Grain	Any	30 pkgs	12 units per pkg	package	$2.330	2.33
15	600213	Whole Wheat Concha/Pan Dulce	Any	30 pkgs (converts to 6 pkgs)	72 units per pkg	package	$45.360	45.36
16	102184	Whole Wheat Dinner Rolls Ind.	Any	429 cases	120 units per case/ 1 oz	Case	$28.990	28.99
17		Ciabatta Rolls Whole Grain	Any	10 pkgs	12 units per pkg/4.5 oz	package	$5.600	5.60
18	600122	Pita Bread Whole Grain	Any	150 pkgs	6 units per pkg/ 2.75 oz	package	$1.230	1.23
19	113403 Blueberry 113402 Banana 113401 Choc Chip	Muffin Whole Grain All Flavors 3 oz	Daves	171 cases	60 units per case/ 3 oz	case	$29.590	29.76
20	113525 Blueberry Apple Cinn Dbl. Choc Chip	Muffin Whole Grain All Flavors 1.8 oz	Any	365 cases	60 units per case/ 1.8 oz	case	$32.260	35.67

Tiffany Riad
Bid Manager
Gold Star Foods, Inc.

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

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Company Name GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
~~(323) 846-8400 Fax~~ (323) 846-1997

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

IV. BID FORM AND AGREEMENT

A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation for Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

Bakery Products

All products must show nutrition label or manufacturer specifications must specify zero grams of trans-fat per serving (Public Law No. 111-296, Healthy, Hunger-Free Kids Act of 2010

Line #	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Unit Price
1.	600207	4" French Mini Sub Roll Whole Grain Sliced	Any			51 pkgs	12 units per pkg	12/ 2oz.	1.92
2.	600076	6" French Roll Hinged Whole Grain	Any			~~3,006~~ pkgs 1212	24 units per pkg	12/ 2.67oz.	2.22
3.	600104	Soft Bread Stick Whole Grain	Any			883 pkgs	12 units per pkg	12/ 1.5oz	2.18

MAY 17 2011

GOLD STAR FOODS
Company Name P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

Line #	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Unit Price
		4"							
4.	New	~~4.5"~~ Kaiser Roll Whole Grain	Any			10 pkgs	12 units per pkg	12ct.	1.84
5.	600012	100% Whole Wheat Bread	Any			150 loaves	1.5 pound loaf	16 Slice	1.46
6.	600008	Multigrain Bread 9 grain	Any			150 loaves	1.5 pound loaf	16 Slice	1.86
7.	600054	4" Hamburger Bun Whole Grain	Any			16,291 pkgs	12 units per pkg	12/ 2oz.	1.78
8.	New	5" Seeded Hamburger Bun Whole Grain				5,835 pks	12 units per pkg	12ct.	1.33
9.	600056	6" Hot Dog Bun Whole Grain	Any			1,008 pkgs	12 units per pkg	12/ 1.8oz	1.65

MAY 17 2011

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
Company Name (323) 846-8400 Fax (323) 846-1997

Line #	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Unit Price
10.	600116	English Muffin Whole Grain	Any			150 pkgs	6 units per pkg	6/ 2oz.	1.21
11.	New	Tortilla Flour 6" Whole Grain	Any			300 pkgs	12 units per pkg	1dz.	1.02
12.	New	Tortilla Flour 8" Whole Grain	Any			548 pkgs	12 units per pkg	1dz.	1.24
13.	600148	Tortilla Flour 10" Whole Grain	Any			458 pkgs	12 units per pkg	1dz.	1.76
14.	New	Tortilla Flour 12" Whole Grain	Any			30 pkgs	12 units per pkg	1dz.	2.33

MAY 17 2011

Company Name GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

Line #	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Unit Price
15.	600213	Whole Wheat Concha/ Pan Dulce	Any			30 pkgs 5 cs.	12 units per pkg	72/ 2.5oz	45.36
16.	102184	Whole Wheat Dinner Rolls Ind. Wrapped	Any			429 cases	120 units per case	120/ 1oz.	28.99
17.	New	Ciabatta Rolls Whole Grain	Any			10 pkgs	12 units per pkg	12/ 4.5oz	5.60
18.	600122	Pita Bread Whole Grain	Any			150 pkgs	6 units per pkg	6/ 2.75oz	1.23
19.	113403 113402 113401	Muffin Whole Grain All Flavors 3 oz	Any	Dave's	Blueberry Banana Choc Chip	~~250~~ cases 171	40 units per case	60/ 3oz.	29.59
20.	113525 New New	Muffin Whole Grain All Flavors 1.8 oz	Any	Buena Vista	Blueberry Apple Cinn Dbl Choc Chip	365 cases	60 units per case	60/ 1.8oz	32.26

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MAY 17 2011

Company Name GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

B. It is understood that the DISTRICT reserves the right to reject this bid and this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation for Bids.

C. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under § 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Business & Professions Code §16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.

D. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of Delaware and that Tiffany Riad whose title Bid Specialist is authorized to act for and bind the corporation.

E. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

F. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

G. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions:

✓ Yes, other public agencies may purchase from this Bid.
__ No, other public agencies may not purchase from this Bid.

H. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.

Extension option for one year: ✓ option granted __ option not granted

Extension option for a second year: ✓ option granted __ option not granted

I. The Bidder attests to having read and understands all documents contained and referenced

MAY 17 2011

Company Name GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

in this bid.

J. I, Tiffany Riad the Bid Specialist (title) of the Bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this bid and all the representations herein made are true and correct.

COMPANY

Name: Tiffany Riad

Signed by: _____

Tiffany Riad
Bid Specialist
Gold Star Foods, Inc.

Date: 5/16/11

Business Address: 2652 Long Beach Ave.
Los Angeles, CA 90058

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

_____

Other Partners: _____

_____

CORPORATION

Name: Gold Star Foods

(a Delaware Corporation*)

Business Address: 2652 Long Beach Ave.
Los Angeles, CA 90058

Signed by: _____, President**,

Company Name GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

Dated: MAY 17 2011

* A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

_____

Other Parties to Joint Venture:

If an individual: _____
(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(a _____Corporation)

By: _____Date: _____

Title: _____

AGREEMENT ACCEPTED BY DISTRICT

Signed by: T Fluent

Print Name: Terry Fluent

Company Name GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

Title: Director of Purchasing

Date: June 30, 2011

CONTRACT TERM

The initial contract term is July 1, 2011 through June 30, 2012. The contract may be extended by mutual agreement and upon Board approval, for a renewal term not to exceed two additional one-year periods.

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

GOLD STAR FOODS

Bid No. 1011-05 – Frozen Food Products called for an original 12-month contract period of July 1, 2011 through June 30, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 months as allowed by the California Education Code 17596.

The contract with Gold Star Foods pursuant to Bid No. 1112-03, shall be extended 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 June 27, 2012.

The total cost of products requested by District and provided by Vendor under this extension shall not exceed $2,200,000. 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	**Gold Star Foods**
By:_____ Signature	By:_____ Signature
Terry Fluent	_____ Print Name
Director, Purchasing	_____ Title
Date:_____	Date:_____

EXHIBIT 36

Exhibit A

CAPISTRANO UNIFIED SCHOOL DISTRICT
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2012-JUNE 30, 2013

Item #	Mfg. Code	Description	Pack Size Per Case/Size	Brand	Bid Unit	Unit Bid Pricing for 2011-2012	Proposed Unit Bid Pricing for 2012-2013
1	100576	Bagel, Plain Bulk	72/3oz	Burry	Case	$19.040	$19.040
2	102558	Bagel, Whole Wheat White IW	72/2.3 oz	Tony Roberts	Case	$21.340	$22.300
3	101308	Bagel-fuls, Whole Wheat, Strawberry Cream Cheese	76/2.5 oz	Kraft	Case	$38.950	$38.950
4	100146	Biscuit, 3" Sliced Buttermilk	100/cs	Bridgeford	Case	$24.230	$24.020
5	401770	Brownie, Low Fat Individual Wrapped	96/2 oz.	Buena Vista	Case	$32.880	$31.060
6	Discontinued	Bun, Slider, Whole Wheat	216/1.8 oz	Shannon's	Case	$0.000	discontinued
7	113261	Burrito, Bean & Cheese , Individual Wrapped	36/10 oz	Senor Felix	Case	$34.480	discontinued
8	110758	Burrito, Bean & Cheese, Individual Wrapped	60/5.75 oz	Senor Felix	Case	$37.100	$39.810

CAPISTRANO UNIFIED SCHOOL DISTRICT
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2012-JUNE 30, 2013

Item #	Mfg. Code	Description	Pack Size Per Case/Size	Brand	Bid Unit	Unit Bid Pricing for 2011-2012	Proposed Unit Bid Pricing for 2012-2013
9	401300	Burrito Breakfast, Individual Wrapped	96/3.20 oz	Los Cabos	Case	$42.950	discontinued
10	401278	Burrito, Primo Bean & Cheese Individual Wrapped	64/7 oz	Los Cabos	Case	$43.600	$50.870
11	101388	Chicken Kung Pao	14 lbs/per cs	Lings	Case	$29.890	$31.570
12	102843	Chicken, Mandarin Popcorn	14 lbs/per cs	Lings	Case	$30.590	$31.760
13	113219	Chicken, Teriyaki	13 lbs/per cs	Lings	Case	$109.530	$109.530
14	101334	Chow Mein W/Sauce	13 lbs/per cs	Lings	Case	$19.410	$20.200
15	100204	Cookie, Party, Reduced Fat Individual Wrapped	180/1 oz	Buena Vista	Case	$30.590	$28.700
16	400564	Cookie, Snickerdoodle Dough, Reduced Fat	135/2 oz	Buena Vista	Case	$36.850	$35.360

CAPISTRANO UNIFIED SCHOOL DISTRICT
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2012-JUNE 30, 2013

Item #	Mfg. Code	Description	Pack Size Per Case/Size	Brand	Bid Unit	Unit Bid Pricing for 2011-2012	Proposed Unit Bid Pricing for 2012-2013
17	400436	Cookie, Checkerboard Individual Wrapped	90/2 oz	Buena Vista	Case	$30.060	$30.200
18	100190	Cookie, Chocolate Chip Individual Wrapped	200 ea/1 oz	Buena Vista	Case	$33.890	$30.040
19	202204	Cookie, Fortune Individual Wrapped	400 ea/cs	Mingh	Case	$23.390	$25.620
20	400580	Cookie, Holiday Sugar, Turkey Individual Wrapped	150/1.1 oz	Buena Vista	Case	$30.740	$28.750
21	400590	Cookie, Holiday Sugar, Tree Individual Wrapped	150/1.1 oz	Buena Vista	Case	$30.740	$28.750
22	400474	Cookie, Holiday Sugar, Patriotic Star Individually Wrapped	150/1.1 oz	Buena Vista	Case	$30.740	$28.750
23	100200	Cookie, Holiday Sugar, Pumpkin Individual Wrapped	150/1.1 oz	Buena Vista	Case	$30.740	$30.750

CAPISTRANO UNIFIED SCHOOL DISTRICT
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2012-JUNE 30, 2013

Item #	Mfg. Code	Description	Pack Size Per Case/Size	Brand	Bid Unit	Unit Bid Pricing for 2011-2012	Proposed Unit Bid Pricing for 2012-2013
24	400584	Cookie, Holiday Sugar, Heart Individual Wrapped	150/1.1 oz	Buena Vista	Case	$30.740	$28.750
25	400570	Cookie, Holiday Sugar, Shamrock Individual Wrapped	150/1.1 oz	Buena Vista	Case	$30.740	$28.750
26	400518	Cookie, Polka Dot, Individual Wrapped	90/2 oz	Bunea Vista	Case	$33.050	$29.940
27	400362	Cookie, Chocolate Chip Dough, Reduced Fat	135/2.5 oz	Buena Vista	Case	$37.570	$37.750
28	400364	Cookie, Chocolate Chip Individual Wrapped	75/2.5 oz	Buena Vista	Case	$28.260	$26.660
29	100758	Corn Dog, Chicken Individual Wrapped	96/4 oz	Foster Farms	Case	$33.660	$35.830
30	100498	Corn Dog Individual Wrapped	40/4 oz	Weinerschni tz	Case	$15.760	$15.760
31	100762	Corn Dog, WG Chicken	72/4 oz	Foster Farms	Case	$27.990	$29.250

CAPISTRANO UNIFIED SCHOOL DISTRICT
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2012-JUNE 30, 2013

Item #	Mfg. Code	Description	Pack Size Per Case/Size	Brand	Bid Unit	Unit Bid Pricing for 2011-2012	Proposed Unit Bid Pricing for 2012-2013
32	101470	Corn, Frozen	20 lbs/per cs	Any Brand	Case	$17.670	$14.670
33	101370	Double Dogs, Chicken Individual Wrapped	50/3.85 oz	Michael B's	Case	$35.860	$45.840
34	101464	Beans, Green	20 lb/per cs	Any Brand	Case	$16.090	$17.000
35	113381	Hot Dog, 6-3/4" Extra Lean Beef	20 lb/per cs (8:1)	Hoffy	Case	$53.060	$63.050
36	100362	Hot Pocket, Cheese Pizza	96/2.3 oz	Nestle	Case	$29.520	$29.520
37	300030	Hummus, Classic	2/4lb	Tribe	Case	$22.940	$22.940
38	101396	Lasagna Tray, Cheese	50/8 oz	Michael B's	Case	$46.320	$46.320
39	100812	Loco Bread W/Wraps	144/ 1.8 oz	Father's Table	Case	$38.890	$40.190

CAPISTRANO UNIFIED SCHOOL DISTRICT
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2012-JUNE 30, 2013

Item #	Mfg. Code	Description	Pack Size Per Case/Size	Brand	Bid Unit	Unit Bid Pricing for 2011-2012	Proposed Unit Bid Pricing for 2012-2013
40	102436	Marshmallow Crispy Squares	64/1.2 oz	Super Bakery	Case	$20.090	$21.220
41	102438	Marshmallow Crispy Squares	50/1.6 oz	Super Bakery	Case	$20.300	$21.410
42	100462	Muffin, Blueberry Individual Wrapped	90/1.8 oz	Dave's	Case	$22.500	$22.500
43	100474	Muffin, Blueberry Individual Wrapped	60/3 oz	Dave's	Case	$24.000	$24.000
44	113262	Muffin, Chocolate Chip, Individual Wrapped	90/1.8 oz	Dave's	Case	$22.500	$22.500
45	100470	Muffin, Chocolate Chip Individual Wrapped	60/3 oz	Dave's	Case	$24.000	$24.000
46	100478	Muffin, Double Chocolate Individual Wrapped	60/3 oz	Dave's	Case	$24.000	$24.000
47	112931	Pancakes, Cinnamon Glazed Individual Wrapped	80/cs	Con Agra	Case	$36.090	$36.840

CAPISTRANO UNIFIED SCHOOL DISTRICT
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2012-JUNE 30, 2013

Item #	Mfg. Code	Description	Pack Size Per Case/Size	Brand	Bid Unit	Unit Bid Pricing for 2011-2012	Proposed Unit Bid Pricing for 2012-2013
48	101620	Pancakes, Mini Splash Maple	72/cs	Pillsbury	Case	$34.300	$34.010
49	101618	Pancakes, Mini Splash Strawberry	72/cs	Pillsbury	Case	$34.300	$34.010
50	401246	Potato, Smiles	24 lb/cs	McCain	Case	$21.760	$23.690
51	401214	Potato, Tator Tots	30 lb/per cs	McCain	Case	$16.550	$19.780
52	401204	Potato, Triangle Hash Brown	30 lb/per cs	McCain	Case	$20.000	$22.910
53	401254	Potato, Deli Roasters	30 lb/cs	McCain	Case	$26.470	$29.690
54	401262	Potato, Extreme Gusto Garlic Fry	30 lb/per cs	McCain	Case	$25.110	$28.020
55	100402	Rainbow Trout Treasures	10 lb/ per cs	Clear Springs	Case	$17.910	$19.020
56	300200	Roast Beef	12 lb/per cs	Charlie's Pride	Case	$48.380	$51.920

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CAPISTRANO UNIFIED SCHOOL DISTRICT
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2012-JUNE 30, 2013

Item #	Mfg. Code	Description	Pack Size Per Case/Size	Brand	Bid Unit	Unit Bid Pricing for 2011-2012	Proposed Unit Bid Pricing for 2012-2013
57	102204	Roll Hoagie, Wheat Mini 4-1/2" Sliced	144/cs	Shannons	Case	$33.860	$34.520
58	102184	Roll, Dinner, Whole Wheat Individual Wrapped	120/1 oz	Shannon's	Case	$20.760	$28.990
59	101902	Shrimp Poppers	10 lb/per cs	Sea Pak	Case	$21.520	$21.520
60	100270	Soup, Boston Clam Chowder	3-4lb/per cs	Campbell's	Case	$37.670	$37.670
61	100258	Soup, French Onion	3-4 lb/per cs	Campbell's	Case	$34.720	$34.720
62	100246	Soup, Garden Vegetable W/Pasta	3-4 lb/per cs	Campbell's	Case	$29.150	$29.150
63	100276	Soup, Italian Wedding	3-4 lb/per cs	Campbell's	Case	$35.840	$35.840
64	100280	Soup, Roast Chicken Noodle	3-4 lb/per cs	Campbell's	Case	$34.970	$34.970
65	400576	Southwest Scramble Individual Wrapped	60/3.75 oz	Buena Vista	Case	$24.970	$25.630

CAPISTRANO UNIFIED SCHOOL DISTRICT
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2012-JUNE 30, 2013

Item #	Mfg. Code	Description	Pack Size Per Case/Size	Brand	Bid Unit	Unit Bid Pricing for 2011-2012	Proposed Unit Bid Pricing for 2012-2013
66	100408	Spaghetti With Meatballs Trays Individual Wrapped	40/8.5 oz	Pierre	Case	$30.430	$29.070
67	600172	Tortillas, 6" Flour	72/2-packs =144 per cs	Romero's	Case	$29.790	$29.790
68	100494	Veggie Patty, Vegan	72/3.2 oz	Don Lee	Case	$50.920	$50.540
69	100066	Waffle Golden	144/1.4 oz	Bakery Chef	Case	$10.860	$10.860
70	300150	Yogurt, Strawberry	48/4 oz	Upstate	Case	$12.790	$13.520

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
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JOSEPH M. FARLEY, ED.D.

April 24, 2012

Tiffany Riad, Bid Manager
Gold Star Foods
P. o. Box 4328
Ontario, CA 91761

Subject: Bid No. 1011-05 – Frozen Food Products

Dear Ms. Riad:

Your current contract for frozen food products for 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 submit reduced cost 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 use the enclosed comparison sheet listing your current pricing and a column for you to list your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by May 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. All previously negotiated terms and conditions are to remain the same.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9437.

Sincerely,

Debbie Henningsen

Debbie Henningsen
Buyer, Purchasing

enc.
cc: Dawn Davey, Food and Nutrition Service Director
Sean Leer, Vice President Sales

GOLD STAR FOODS

February 2, 2012

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

Re: Renewal of Bid No. 1011-05 Frozen Food Products

Gold Star Foods was awarded the contract for Frozen Food Products to the Capistrano Unified School District in accordance with your bid mentioned above. The term of that original contract was July 1, 2010 through June 30, 2011. This bid may be extended for up to two (2) additional one-year periods under the same terms and conditions.

Gold Star Foods would like to offer to renew our contract for the next school year and extend our pricing from July 1, 2012 through June 30, 2013 in accordance with the same terms and conditions. Please reply to this request no later than March 30, 2012.

Upon acceptance from your district, we will respond as follows:

May 18, 2012	A copy of your new price contract will be sent to your district for review
June 15, 2012	Final approval of price contract from your district

Thank you,

Tiffany Riad
Bid Manager

P.O. Box 4328, Ontario, CA 91761 • 3781 East Airport Drive, Ontario, CA 91761-1558
909.843.9600 • Fax 909.843.9659
www.goldstarfoods.com

CAPISTRANO UNIFIED SCHOOL DISTRICT
BID SUMMARY
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2012-JUNE 30, 2013

Item #	Mfg. Code	Description	Pack Size Per Case/Size	Brand	Bid Unit	Gold Star Code	Est. Yearly Usage by Case	Unit Bid Pricing for 2011-2012	Proposed Unit Bid Pricing for 2012-2013
1	100576	Bagel, Plain Bulk	72/3oz	Burry	Case	Dot 87014	2,015	$19.040	19.04
2	102558	Bagel, Whole Wheat White IW	72/2.3 oz	Tony Rober ts	Case	19232	247	$21.340	22.30
3	101308	Bagel-fuls, Whole Wheat, Strawberry Cream Cheese Filled	76/2.5 oz	Kraft	Case	57	100	$38.950	38.95
4	100146	Biscuit, 3" Sliced Buttermilk	100/cs	Bridg eford	Case	6170	120	$24.230	24.02
5	401770	Brownie, Low Fat Individual Wrapped	96/2 oz.	Buena Vista	Case	81210	455	$32.880	31.06
6	Discontinued	Bun, Slider, Whole Wheat	216/1.8 oz	Shann on's	Case	SB-300	100	$0.000	disconti nued
7	113261	Burrito, Bean & Cheese , Individual Wrapped	36/10 oz	Senor Felix	Case	48100	200	$34.480	Discontinued
8	110758	Burrito, Bean & Cheese, Individual Wrapped	60/5.75 oz	Senor Felix	Case	60575	533	$37.100	39.81

Tiffany Riad
Bid Manager
Gold Star Foods, Inc.

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

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CAPISTRANO UNIFIED SCHOOL DISTRICT
BID SUMMARY
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2012-JUNE 30, 2013

Item #	Mfg. Code	Description	Pack Size Per Case/Size	Brand	Bid Unit	Gold Star Code	Est. Yearly Usage by Case	Unit Bid Pricing for 2011-2012	Proposed Unit Bid Pricing for 2012-2013
9	401300	Burrito Breakfast, Individual Wrapped	96/3.20 oz	Los Cabos	Case	98878	199	$42.950	Discontinued
10	~~401278~~ 401937	Burrito, Primo Bean & Cheese Individual Wrapped	~~64/7 oz~~ 80/6.80 oz	Los Cabos	Case	~~71670~~ 71570	682	$43.600	50.87
11	101388	Chicken Kung Pao	14 lbs/per cs	Lings	Case	8-52724-1000	331	$29.890	31.57
12	102843	Chicken, Mandarin Popcorn	14 lbs/per cs	Lings	Case	00072-5	151	$30.590	31.76
13	113219	Chicken, Teriyaki	13 lbs/per cs	Lings	Case	8-52724-1000	78	$109.530	109.53
14	101334	Chow Mein W/Sauce	13 lbs/per cs	Lings	Case	00201-9	50	$19.410	20.20
15	100204	Cookie, Party, Reduced Fat Individual Wrapped	180/1 oz	Buena Vista	Case	72320	56	$30.590	28.70
16	400564	Cookie, Snickerdoodle Dough, Reduced Fat	135/2 oz	Buena Vista	Case	77340	26	$36.850	35.36

Tiffany Riad
Bid Manager
Gold Star Foods, Inc.

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

CAPISTRANO UNIFIED SCHOOL DISTRICT
BID SUMMARY
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2012-JUNE 30, 2013

Item #	Mfg. Code	Description	Pack Size Per Case/Size	Brand	Bid Unit	Gold Star Code	Est. Yearly Usage by Case	Unit Bid Pricing for 2011-2012	Proposed Unit Bid Pricing for 2012-2013
17	400436	Cookie, Checkerboard Individual Wrapped	90/2 oz	Buena Vista	Case	70360	900	$30.060	30.20
18	100190	Cookie, Chocolate Chip Individual Wrapped	200 ea/1 oz	Buena Vista	Case	71120	1,571	$33.890	30.04
19	202204	Cookie, Fortune Individual Wrapped	400 ea/cs	Ming h	Case	69984W	50	$23.390	25.62
20	400580	Cookie, Holiday Sugar, Turkey Individual Wrapped	150/1.1 oz	Buena Vista	Case	P-10W	144	$30.740	28.75
21	400590	Cookie, Holiday Sugar, Tree Individual Wrapped	150/1.1 oz	Buena Vista	Case	XP-10W	144	$30.740	28.75
22	400474	Cookie, Holiday Sugar, Patriotic Star Individually Wrapped	150/1.1 oz	Buena Vista	Case	J-10W	144	$30.740	28.75
23	100200	Cookie, Holiday Sugar, Pumpkin Individual Wrapped	150/1.1 oz	Buena Vista	Case	PK-10W	144	30.74	30.75

Tiffany Riad
Bid Manager
Gold Star Foods, Inc

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

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CAPISTRANO UNIFIED SCHOOL DISTRICT
BID SUMMARY
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2012-JUNE 30, 2013

Item #	Mfg. Code	Description	Pack Size Per Case/Size	Brand	Bid Unit	Gold Star Code	Est. Yearly Usage by Case	Unit Bid Pricing for 2011-2012	Proposed Unit Bid Pricing for 2012-2013
24	400584	Cookie, Holiday Sugar, Heart Individual Wrapped	150/1.1 oz	Buena Vista	Case	73820	144	$30.740	28.75
25	400570	Cookie, Holiday Sugar, Shamrock Individual Wrapped	150/1.1 oz	Buena Vista	Case	72920	144	$30.740	28.75
26	400518	Cookie, Polka Dot, Individual Wrapped	90/2 oz	Bunea Vista	Case	72760	900	$33.050	29.94
27	400362	Cookie, Chocolate Chip Dough, Reduced Fat	135/2.5 oz	Buena Vista	Case	75650	3,127	$37.570	37.75
28	400364	Cookie, Chocolate Chip Individual Wrapped	75/2.5 oz	Buena Vista	Case	70680	181	$28.260	26.66
29	100758	Corn Dog, Chicken Individual Wrapped	96/4 oz	Foster Farms	Case	95124	312	$33.660	35.83
30	100498	Corn Dog Individual Wrapped	40/4 oz	Weinerschnitz	Case	CN12446 WS	95	$15.760	15.76

Tiffany Riad
Bid Manager
Gold Star Foods, Inc.

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

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CAPISTRANO UNIFIED SCHOOL DISTRICT
BID SUMMARY
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2012-JUNE 30, 2013

Item #	Mfg. Code	Description	Pack Size Per Case/Size	Brand	Bid Unit	Gold Star Code	Est. Yearly Usage by Case	Unit Bid Pricing for 2011-2012	Proposed Unit Bid Pricing for 2012-2013
31	100762	Corn Dog, WG Chicken	72/4 oz	Foster Farms	Case	95150	5	$27.990	29.25
32	101470	Corn, Frozen	20 lbs/per cs	Any Brand	Case	Any Code	75	$17.670	14.67
33	101370	Double Dogs, Chicken Individual Wrapped	50/3.85 oz	Micha el B's	Case	60003	757	$35.860	45.84
34	101464	Beans, Green	20 lb/per cs	Any Brand	Case	Any Cod	75	$16.090	17.00
35	113381	Hot Dog, 6-3/4" Extra Lean Beef	20 lb/per cs (8:1)	Hoffy	Case	1814	50	$53.060	63.05
36	100362	Hot Pocket, Cheese Pizza	96/2.3 oz	Nestle	Case	2300	35	$29.520	29.52
37	300030	Hummus, Classic	2/4lb	Tribe	Case	300030	10	$22.940	22.94
38	101396	Lasagna Tray, Cheese	50/8 oz	Micha el B's	Case	LZ801	562	$46.320	46.32
39	100812	Loco Bread W/Wraps	144/ 1.8 oz	Father 's Table	Case	1189	50	$38.890	40.19

Tiffany Riad
Bid Manager
Gold Star Foods, Inc.

GOLD STAR FOODS
3781 East Airport Drive
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Ontario, CA 91761

CAPISTRANO UNIFIED SCHOOL DISTRICT
BID SUMMARY
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2012-JUNE 30, 2013

Item #	Mfg. Code	Description	Pack Size Per Case/Size	Brand	Bid Unit	Gold Star Code	Est. Yearly Usage by Case	Unit Bid Pricing for 2011-2012	Proposed Unit Bid Pricing for 2012-2013
40	102436	Marshmallow Crispy Squares	64/1.2 oz	Super Bakery	Case	9426	250	$20.090	21.22
41	102438	Marshmallow Crispy Squares	50/1.6 oz	Super Bakery	Case	9427	402	$20.300	21.41
42	100462	Muffin, Blueberry Individual Wrapped	90/1.8 oz	Dave's	Case	380	635	$22.500	22.50
43	100474	Muffin, Blueberry Individual Wrapped	60/3 oz	Dave's	Case	8239	264	$24.000	24.00
44	113262	Muffin, Chocolate Chip, Individual Wrapped	90/1.8 oz	Dave's	Case	385	150	$22.500	22.50
45	100470	Muffin, Chocolate Chip Individual Wrapped	60/3 oz	Dave's	Case	8235	264	$24.000	24.00
46	100478	Muffin, Double Chocolate Individual Wrapped	60/3 oz	Dave's	Case	8495	1188	$24.000	24.00
47	112931	Pancakes, Cinnamon Glazed Individual Wrapped	80/cs	Con Agra	Case	435447-04442	235	$36.090	36.84

Tiffany Riad
Bid Manager
Gold Star Foods, Inc.

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4323
Ontario, CA 91761

CAPISTRANO UNIFIED SCHOOL DISTRICT
BID SUMMARY
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2012-JUNE 30, 2013

Item #	Mfg. Code	Description	Pack Size Per Case/Size	Brand	Bid Unit	Gold Star Code	Est. Yearly Usage by Case	Unit Bid Pricing for 2011-2012	Proposed Unit Bid Pricing for 2012-2013
48	101620	Pancakes, Mini Splash Maple	72/cs	Pillsbury	Case	31519	191	$34.300	34.01
49	101618	Pancakes, Mini Splash Strawberry	72/cs	Pillsbury	Case	131518	222	$34.300	34.01
50	401246	Potato, Smiles	24 lb/cs	McCain	Case	OIF03456	324	$21.760	23.69
51	401214	Potato, Tator Tots	30 lb/per cs	McCain	Case	OIF00215	324	$16.550	19.78
52	401204	Potato, Triangle Hash Brown	30 lb/per cs	McCain	Case	OIF00049	3,444	$20.000	22.91
53	401254	Potato, Deli Roasters	30 lb/cs	McCain	Case	MCF03927	51	$26.470	29.69
54	401262	Potato, Extreme Gusto Garlic Fry	30 lb/per cs	McCain	Case	MXF269	229	$25.110	28.02
55	100402	Rainbow Trout Treasures	10 lb/ per cs	Clear Springs	Case	8893	257	$17.910	19.02
56	300200	Roast Beef	12 lb/per cs	Charlie's Pride	Case	856577	50	$48.380	51.92

Tiffany Riad
Bid Manager
Gold Star Foods, Inc.

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

CAPISTRANO UNIFIED SCHOOL DISTRICT
BID SUMMARY
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2012-JUNE 30, 2013

Item #	Mfg. Code	Description	Pack Size Per Case/Size	Brand	Bid Unit	Gold Star Code	Est. Yearly Usage by Case	Unit Bid Pricing for 2011-2012	Proposed Unit Bid Pricing for 2012-2013
57	102204	Roll Hoagie, Wheat Mini 4-1/2" Sliced	144/cs	Shannons	Case	SB-800	50	$33.860	34.52
58	102184	Roll, Dinner, Whole Wheat Individual Wrapped	120/1 oz	Shannon's	Case	SB-1355 * on Bakery bid	311	$20.760	28.99
59	101902	Shrimp Poppers	10 lb/per cs	Sea Pak	Case	47020	50	$21.520	21.52
60	100270	Soup, Boston Clam Chowder	3-4lb/per cs	Campbell's	Case	8556	6	$37.670	37.67
61	100258	Soup, French Onion	3-4 lb/per cs	Campbell's	Case	8171	4	$34.720	34.72
62	100246	Soup, Garden Vegetable W/Pasta	3-4 lb/per cs	Campbell's	Case	5058	7	$29.150	29.15
63	100276	Soup, Italian Wedding	3-4 lb/per cs	Campbell's	Case	10428	7	$35.840	35.84
64	100280	Soup, Roast Chicken Noodle	3-4 lb/per cs	Campbell's	Case	11836	18	$34.970	34.97
65	400576	Southwest Scramble Individual Wrapped	60/3.75 oz	Buena Vista	Case	SWS-35W	350	$24.970	25.63

Tiffany Riad
Bid Manager
Gold Star Foods, Inc.

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

CAPISTRANO UNIFIED SCHOOL DISTRICT
BID SUMMARY
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2012-JUNE 30, 2013

Item #	Mfg. Code	Description	Pack Size Per Case/Size	Brand	Bid Unit	Gold Star Code	Est. Yearly Usage by Case	Unit Bid Pricing for 2011-2012	Proposed Unit Bid Pricing for 2012-2013
66	100408	Spaghetti With Meatballs Trays Individual Wrapped	40/8.5 oz	Pierre	Case	61085	801	$30.430	29.07
67	600172	Tortillas, 6" Flour	72/2-packs =144 per cs	Romero's	Case	7062	94	$29.790	29.79
68	100494	Veggie Patty, Vegan	72/3.2 oz	Don Lee	Case	10320	2	$50.920	50.54
69	100066	Waffle Golden	144/1.4 oz	Bakery Chef	Case	10369	415	$10.860	10.86
70	300150	Yogurt, Strawberry	48/4 oz	Upstate	Case	11289	402	$12.790	13.52

Tiffany Riad
Bid Manager
Gold Star Foods, Inc.

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 616-8700 Fax (323) 516-1997

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

IV. BID FORM AND AGREEMENT

A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Case Pricing for 2010-2011
1	Bagel, Plain Bulk	72/3oz	Burry		Dot 87014	2,015	15.35
2	Bagel, Whole Wheat White IW	72/2.3 oz	Tony Roberts		19232	247	21.34
3	Bagel-fuls, Whole Wheat, Strawberry Cream Cheese Filled	76/2.5 oz	Kraft		00057	100	38.95
4	Biscuit, 3" Sliced Buttermilk	100/cs	Bridgeford		6170	120	24.23
5	Brownie, Low Fat Individual Wrapped	96/2 oz.	Buena Vista		~~BR-200WTL~~ 81210 New Code	455	32.88
6	Bun, Slider, Whole Wheat	216/1.8 oz	Shannon's		SB-300	100	25.12
7	Burrito, Bean & Cheese, Individual Wrapped	36/10 oz	Senor Felix		48100	200	34.48

COLD STAR FOODS
P.O. Box 53105, Vernon, CA 90058-0105
(323) 846-3400 Fax (323) 846-1997

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Case Pricing for 2010-2011
8	Burrito, Bean & Cheese, Individual Wrapped	60/5.75 oz	Senor Felix		60575	533	34.09
9	Burrito Breakfast, Individual Wrapped	96/3.20 oz	Los Cabos		98878	199	42.95
10	Burrito, Primo Bean & Cheese Individual Wrapped	64/7 oz	Los Cabos		71670	682	43.60
11	Chicken Kung Pao	14 lbs/per cs	Lings		8-52724-1000	331	29.89
12	Chicken, Mandarin Popcorn	14 lbs/per cs	Lings		00072-5	151	30.59
13	Chicken, Teriyaki	13 lbs/per cs	Lings		8-52724-1000	78	109.53
14	Chow Mein W/Sauce	13 lbs/per cs	Lings		00201-9	50	19.41
15	Cookie, Party, Reduced Fat Individual Wrapped	180/1 oz	Buena Vista		72320	56	30.59
16	Cookie, Snickerdoodle Dough, Reduced Fat	135/2 oz	Buena Vista		~~SN-25RF~~ 77310 New code	26	36.85
17	Cookie, Checkerboard Individual Wrapped	90/2 oz	Buena Vista		70360	900	30.06
18	Cookie, Chocolate Chip Individual Wrapped	200 ea/1 oz	Buena Vista		71120	1,571	33.89
19	Cookie, Fortune Individual Wrapped	400 ea/cs	Mingh		~~69984W~~ 69984W	50	23.39

P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1597

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Case Pricing for 2010-2011
20	Cookie, Holiday Sugar, Turkey Individual Wrapped	150/1. 1 oz	Buena Vista		~~P-10W~~ 73720 New Code	144	30.74
21	Cookie, Holiday Sugar, Tree Individual Wrapped	150/1. 1 oz	Buena Vista		~~XP-10W~~ 71220 New Code	144	30.74
22	Cookie, Holiday Sugar, Patriotic Star Individual Wrapped	150/1. 1 oz	Buena Vista		~~J-10W~~ 72420 New Code	144	30.74
23	Cookie, Holiday Sugar, Pumpkin Individual Wrapped	150/1. 1 oz	Buena Vista		~~PK-10W~~ 72820 New Code	144	30.74
24	Cookie, Holiday Sugar, Heart Individual Wrapped	150/1. 1 oz	Buena Vista		~~VA-10W~~ 73820 New Code	144	30.74
25	Cookie, Holiday Sugar, Shamrock Individual Wrapped	150/1. 1 oz	Buena Vista		~~SR-10W~~ 72920 New Code	144	30.74
26	Cookie, Polka Dot, Individual Wrapped	90/2 oz	Bunea Vista		72760	900	33.05
27	Cookie, Chocolate Chip Dough, Reduced Fat	135/2. 5 oz	Buena Vista		75650	3,127	35.23
28	Cookie, Chocolate Chip Individual Wrapped	75/2.5 oz	Buena Vista		70680	181	28.26
29	Corn Dog, Chicken Individual Wrapped	96/4 oz	Foster Farms		95124	312	33.66

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-3400 Fax (323) 846-1997

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Case Pricing for 2010-2011
30	Corn Dog Individual Wrapped	40/4 oz	Weinerschnitz		CN12446WS	95	15.76
31	Corn Dog, WG Chicken	72/4 oz	Foster Farms		95150	5	27.99
32	Corn, Frozen	20 lbs/per cs	Any Brand Ready Fix		Any Code 27910	75	14.29
33	Double Dogs, Chicken Individual Wrapped	50/3.85 oz	Michael B's		60003	757	35.86
34	Beans, Green	20 lb/per cs	Any Brand Ready Fix		Any Cod 28709	75	13.28
35	Hot Dog, 6-3/4" Extra Lean Beef	20 lb/per cs 8:1	Hoffy		1811SD	50	53.06
36	Hot Pocket, Cheese Pizza	96/2.3 oz	Nestle		43695	35	29.52
37	Hummus, Classic	2/4lb	~~Tribe~~	Kronos #383452 2/4lb	~~351000E2~~	10	22.94
38	Lasagna Tray, Cheese	50/8 oz	Michael B's		LZ801	562	46.32
39	Loco Bread W/Wraps	144/1.8 oz	Father's Table		01189	50	38.89
40	Marshmallow Crispy Squares	64/1.2 oz	Super Bakery		9426	250	20.09
41	Marshmallow Crispy Squares	50/1.6 oz	Super Bakery		9427	402	20.30

GOLD STAR FOODS
P.O. Box 58195, Vernon, CA 90058-0105
(323) 846-3400 Fax (323) 846-1897

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Case Pricing for 2010-2011
42	Muffin, Blueberry Individual Wrapped	60/1.8 oz	Dave's		380	635	15.00
43	Muffin, Blueberry Individual Wrapped	40/3 oz	Dave's		8239	264	16.84
44	Muffin, Chocolate Chip, Individual Wrapped	60/1.8 oz	Dave's		385	150	15.00
45	Muffin, Chocolate Chip Individual Wrapped	40/3 oz	Dave's		8235	264	15.84
46	Muffin, Double Chocolate Individual Wrapped	40/3 oz	Dave's		8495	1188	15.84
47	Pancakes, Cinnamon Glazed Individual Wrapped	80/cs	Con Agra		435447-04442	235	36.09
48	Pancakes, Mini Splash Maple	72/cs	Pillsbury		31519	191	34.30
49	Pancakes, Mini Splash Strawberry	72/cs	Pillsbury		131518	222	34.30
50	Potato, Smiles	24 lb/ per cs	McCain		OIF03456	324	21.76
51	Potato, Tator Tots	30 lb/per cs	McCain		OIF00215	324	16.55
52	Potato, Triangle Hash Brown	30 lb/per cs	McCain		OIF00049	3,444	20.00
53	Potato, Deli Roasters	30 lb/cs	McCain		MCF03927	51	26.47
54	Potato, Extreme Gusto Garlic Fry	30 lb/per cs	McCain		MXF269	229	25.11

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-6400 Fax (323) 846-1397

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Case Pricing for 2010-2011
55	Rainbow Trout Treasures	10 lb/ per cs	Clear Springs		08893	257	17.91
56	Roast Beef	12 lb/per cs	Charlie's Pride		856577	50	48.38
57	Roll Hoagie, Wheat Mini 4-1/2" Sliced	144/cs	Shannons		SB-800	50	33.86
58	Roll, Dinner, Whole Wheat Individual Wrapped	120/1 oz	Shannon's		SB-1355	311	20.76
59	Shrimp Poppers	10 lb/per cs	Sea Pak		47020	50	21.52
60	Soup, Boston Clam Chowder	3-4lb/per cs	Campbell's		08556	6	37.67
61	Soup, French Onion	3-4 lb/per cs	Campbell's		08171	4	34.72
62	Soup, Garden Vegetable W/Pasta	3-4 lb/per cs	Campbell's		05058	7	29.15
63	Soup, Italian Wedding	3-4 lb/per cs	Campbell's		10428	7	35.84
64	Soup, Roast Chicken Noodle	3-4 lb/per cs	Campbell's		11836	18	34.97
65	Southwest Scramble Individual Wrapped	60/3.75 oz	Buena Vista		SWS-35W	350	21.61
66	Spaghetti With Meatballs Trays Individual Wrapped	40/8.5 oz	Pierre Clovervale		61085	801	30.43

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-3400 Fax (323) 846-1997

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Case Pricing for 2010-2011
67	Tortillas, 6" Flour	72/2-packs =144 per cs	Romero's		7062	94	29.79
68	Veggie Patty, Vegan	72/3.2 oz	Don Lee		10320	2	50.92
69	Waffle Golden	144/1.4 oz	Bakery Chef		10369	415	10.86
70	Yogurt, Strawberry	48/4 oz	Upstate		11289	402	12.79

B. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.

C. Bidder agrees to complete the order within 14 days after receipt of order.

D. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.

E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of California and that Sean O. Leer whose title is Vice President, Sales authorized to act for and bind the corporation.

F. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

G. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions,

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1397

proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

H. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions:

✓ Yes, other public agencies may purchase from this Bid.

___ No, other public agencies may not purchase from this Bid.

I. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.

Extension option for one year: ✓ option granted __option not granted

Extension option for a second year: ✓ option granted __option not granted

J. The Bidder attests to having read and understands all documents contained and referenced in this bid.

K. I, Sean C. Lee the Vice President of Sales (title) of the Bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this bid and all the representations herein made are true and correct.

COMPANY

Name: Gold Star Foods

Signed by: [signature]

Date: 5/10/2010

Business Address: 2652 Long Beach Ave
Los Angeles, CA 90058

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

_____

Other Partners: _____

_____

CORPORATION

Name: Gold Star Foods, INC

(a DELAWARE Corporation*)

Business Address: GOLD STAR FOODS
2552 Long Beach Ave., L.A., CA 90058
(323) 846-8400 Fax (323) 846-1997

GEORGE M. THORSEN
C.E.O.

Signed by: Gold Star Foods, Inc., President**,

Dated: MAY 13 2010

* A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

_____

Other Parties to Joint Venture:

If an individual: _____
(Signed)

Doing Business as: _____;

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

If a Partnership: _____

Signed by: _____. Partner

If a Corporation: _____

(a _____Corporation)

By: _____Date: _____

Title: _____

AGREEMENT ACCEPTED BY DISTRICT

Signed by: T Fluent

Print Name: Terry Fluent

Title: Director of Purchasing

Date: June 16, 2010

CONTRACT TERM

The term of this base contract is for one year beginning July 1, 2010 through June 30, 2011, with two (2) one-year renewal terms at the option of the Board of Trustees.

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

GOLD STAR FOODS

Bid No. 1011-05 – Frozen Food Products for an original 12-month contract covering the period July 1, 2010 through June 30, 2011, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 months as allowed by the California Education Code 17596.

The contract with Gold Star Foods pursuant to Bid No. 1011-05, shall be extended for the period July 1, 2011 through June 30, 2012, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on June 29, 2011.

Except as set forth in this Extension Agreement, and Board approved on April 13, 2010, all other terms of the contract remain in full force and effect.

DISTRICT	CONTRACTOR
Capistrano Unified School District	**Gold Star Foods**
By: _____ Signature	By: _____ Signature
Terry Fluent	Tiffany Riad Print Name
Director, Purchasing	Bid Specialist Gold Star Foods, Inc. Title
Date: _____	Date: 7/13/11

GOLD STAR FOODS
3781 Airport Drive
P.O. Box 4328
Ontario, CA 91761

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GOLD STAR FOODS
3781 Airport Drive
P.O. Box 4328
Ontario, CA 91761

CAPISTRANO UNIFIED SCHOOL DISTRICT
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2011-JUNE 30, 2012

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Pricing for 2010-2011	Proposed Pricing for 2011-2012
1	Bagel, Plain Bulk	72/3oz	Burry	100576	Dot 87014	2,015	$15.350	19.04
2	Bagel, Whole Wheat White IW	72/2.3 oz	Tony Roberts	102550	19232	247	$21.340	21.34
3	Bagel-fuls, Whole Wheat, Strawberry Cream Cheese Filled	76/2.5 oz	Kraft	101308	57	100	$38.950	38.95
4	Biscuit, 3" Sliced Buttermilk	100/cs	Bridgeford	100146	6170	120	$24.230	24.23
5	Brownie, Low Fat Individual Wrapped	96/2 oz.	Buena Vista	401770	81210	455	$32.880	32.88
6	Bun, Slider, Whole Wheat	216/1.8 oz	Shannon's		SB-300	100	$25.120	Discontinued by mfg
7	Burrito, Bean & Cheese , Individual Wrapped	36/10 oz	Senor Felix	113261	48100	200	$34.480	34.48

MAY 27 2011

GOLD STAR FOODS
3781 Airport Drive
P.O. Box 4328
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CAPISTRANO UNIFIED SCHOOL DISTRICT
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2011-JUNE 30, 2012

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Pricing for 2010-2011	Proposed Pricing for 2011-2012
8	Burrito, Bean & Cheese, Individual Wrapped	60/5.75 oz	Senor Felix	110758	60575	533	$34.090	37.10
9	Burrito Breakfast, Individual Wrapped	96/3.20 oz	Los Cabos	401300	98878	199	$42.950	42.95
10	Burrito, Primo Bean & Cheese Individual Wrapped	64/7 oz	Los Cabos	401278	71670	682	$43.600	43.60
11	Chicken Kung Pao	14 lbs/per cs	Lings	101388	8-52724-1000	331	$29.890	29.89
12	Chicken, Mandarin Popcorn	14 lbs/per cs	Lings	102843	00072-5	151	$30.590	30.59
13	Chicken, Teriyaki	13 lbs/per cs	Lings	113219	8-52724-1000	78	$109.530	109.53
14	Chow Mein W/Sauce	13 lbs/per cs	Lings	101334	00201-9	50	$19.410	19.41

MAY 27 2011

GOLD STAR FOODS
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CAPISTRANO UNIFIED SCHOOL DISTRICT
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2011-JUNE 30, 2012

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Pricing for 2010-2011	Proposed Pricing for 2011-2012
15	Cookie, Party, Reduced Fat Individual Wrapped	180/1 oz	Buena Vista	100204	72320	56	$30.590	30.59
16	Cookie, Snickerdoodle Dough, Reduced Fat	135/2 oz	Buena Vista	400564	77340	26	$36.850	36.85
17	Cookie, Checkerboard Individual Wrapped	90/2 oz	Buena Vista	400436	70360	900	$30.060	30.06
18	Cookie, Chocolate Chip Individual Wrapped	200 ea/1 oz	Buena Vista	100190	71120	1,571	$33.890	33.89
19	Cookie, Fortune Individual Wrapped	400 ea/cs	Mingh	202204	69984W	50	$23.390	23.39
20	Cookie, Holiday Sugar, Turkey Individual Wrapped	150/1.1 oz	Buena Vista	400580	P-10W	144	$30.740	30.74
21	Cookie, Holiday Sugar, Tree Individual Wrapped	150/1.1 oz	Buena Vista	400590	XP-10W	144	$30.740	30.74

MAY 27 2011

GOLD STAR FOODS
3781 Airport Drive
P.O. Box 4328
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CAPISTRANO UNIFIED SCHOOL DISTRICT
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2011-JUNE 30, 2012

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Pricing for 2010-2011	Proposed Pricing for 2011-2012
22	Cookie, Holiday Sugar, Patriotic Star Individually Wrapped	150/1.1 oz	Buena Vista	400474	J-10W	144	$30.740	30.74
23	Cookie, Holiday Sugar, Pumpkin Individual Wrapped	150/1.1 oz	Buena Vista	100200	PK-10W	144	30.74	30.74
24	Cookie, Holiday Sugar, Heart Individual Wrapped	150/1.1 oz	Buena Vista	400584	73820	144	$30.740	30.74
25	Cookie, Holiday Sugar, Shamrock Individual Wrapped	150/1.1 oz	Buena Vista	400570	72920	144	$30.740	30.74
26	Cookie, Polka Dot, Individual Wrapped	90/2 oz	Bunea Vista	400578	72760	900	$33.050	33.05
27	Cookie, Chocolate Chip Dough, Reduced Fat	135/2.5 oz	Buena Vista	400362	75650	3,127	$35.230	37.51
28	Cookie, Chocolate Chip Individual Wrapped	75/2.5 oz	Buena Vista	400364	70680	181	$28.260	28.26

MAY 27 2011

GOLD STAR FOODS
3781 Airport Drive
P.O. Box 4328
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CAPISTRANO UNIFIED SCHOOL DISTRICT
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2011-JUNE 30, 2012

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Pricing for 2010-2011	Proposed Pricing for 2011-2012
29	Corn Dog, Chicken Individual Wrapped	96/4 oz	Foster Farms	100758	95124	312	$33.660	33.66
30	Corn Dog Individual Wrapped	40/4 oz	Weinerschnitz	100498	CN12446 WS	95	$15.760	15.76
31	Corn Dog, WG Chicken	72/4 oz	Foster Farms	100762	95150	5	$27.990	27.99
32	Corn, Frozen	20 lbs/per cs	Any Brand	101470	Any Code	75	$14.290	17.67
33	Double Dogs, Chicken Individual Wrapped	50/3.85 oz	Michael B's	101370	60003	757	$35.860	35.86
34	Beans, Green	20 lb/per cs	Any Brand	101464	Any Cod	75	$13.280	16.09
35	Hot Dog, 6-3/4" Extra Lean Beef	20 lb/per cs (8:1)	Hoffy	113381	~~1811SD~~ 1814	50	$53.060	53.06

MAY 27 2011

GOLD STAR FOODS
3781 Airport Drive
P.O. Box 4328
Ontario, CA 91761

CAPISTRANO UNIFIED SCHOOL DISTRICT
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2011-JUNE 30, 2012

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Pricing for 2010-2011	Proposed Pricing for 2011-2012
36	Hot Pocket, Cheese Pizza	96/2.3 oz	Nestle	100362	~~43695~~ 2300	35	$29.520	29.52
37	Hummus, Classic	2/4lb	Tribe	300030	~~3.51E+07~~ 383452	10	$22.940	22.94
38	Lasagna Tray, Cheese	50/8 oz	Michael B's	101396	LZ801	562	$46.320	46.32
39	Loco Bread W/Wraps	144/ 1.8 oz	Father's Table	100812	1189	50	$38.890	38.89
40	Marshmallow Crispy Squares	64/1.2 oz	Super Bakery	102436	9426	250	$20.090	20.09
41	Marshmallow Crispy Squares	50/1.6 oz	Super Bakery	102438	9427	402	$20.300	20.30
42	Muffin, Blueberry Individual Wrapped	~~60/1.8 oz~~ 90/1.8	Dave's	100462	380	635	$15.000	22.50

MAY 27 2011

GOLD STAR FOODS
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Ontario, CA 91761

CAPISTRANO UNIFIED SCHOOL DISTRICT
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2011-JUNE 30, 2012

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Pricing for 2010-2011	Proposed Pricing for 2011-2012
43	Muffin, Blueberry Individual Wrapped	~~40/3 oz~~ 60/3oz	Dave's	100474	8239	264	$16.840	24.00
44	Muffin, Chocolate Chip, Individual Wrapped	~~60/1.8 oz~~ 90/1.8	Dave's	113262	385	150	$15.000	22.50
45	Muffin, Chocolate Chip Individual Wrapped	~~40/3 oz~~ 60/3oz	Dave's	100470	8235	264	$15.840	24.00
46	Muffin, Double Chocolate Individual Wrapped	~~40/3 oz~~ 60/3oz	Dave's	100478	8495	1188	$15.840	24.00
47	Pancakes, Cinnamon Glazed Individual Wrapped	80/cs	Con Agra	112931	435447-04442	235	$36.090	36.09
48	Pancakes, Mini Splash Maple	72/cs	Pillsbury	101620	31519	191	$34.300	34.30
49	Pancakes, Mini Splash Strawberry	72/cs	Pillsbury	101618	131518	222	$34.300	34.30

MAY 27 2011

GOLD STAR FOODS
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CAPISTRANO UNIFIED SCHOOL DISTRICT
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2011-JUNE 30, 2012

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Pricing for 2010-2011	Proposed Pricing for 2011-2012
50	Potato, Smiles	24 lb/cs	McCain	401246	OIF03456	324	$21.760	21.76
51	Potato, Tator Tots	30 lb/per cs	McCain	401214	OIF00215	324	$16.550	16.55
52	Potato, Triangle Hash Brown	30 lb/per cs	McCain	401204	OIF00049	3,444	$20.000	20.00
53	Potato, Deli Roasters	30 lb/cs	McCain	401254	MCF03927	51	$26.470	26.47
54	Potato, Extreme Gusto Garlic Fry	30 lb/per cs	McCain	401262	MXF269	229	$25.110	25.11
55	Rainbow Trout Treasures	10 lb/ per cs	Clear Springs	100402	8893	257	$17.910	17.91
56	Roast Beef	12 lb/per cs	Charlie's Pride	300200	856577	50	$48.380	48.38

MAY 27 2011

GOLD STAR FOODS
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P.O. Box 4328
Ontario, CA 91761

CAPISTRANO UNIFIED SCHOOL DISTRICT
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2011-JUNE 30, 2012

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Pricing for 2010-2011	Proposed Pricing for 2011-2012
57	Roll Hoagie, Wheat Mini 4-1/2" Sliced	144/cs	Shannons	102204	SB-800	50	$33.860	33.86
58	Roll, Dinner, Whole Wheat Individual Wrapped	120/1 oz	Shannon's	102184	SB-1355	311	$20.760	20.76
59	Shrimp Poppers	10 lb/per cs	Sea Pak	101902	47020	50	$21.520	21.52
60	Soup, Boston Clam Chowder	3-4lb/per cs	Campbell's	100270	8556	6	$37.670	37.67
61	Soup, French Onion	3-4 lb/per cs	Campbell's	100258	8171	4	$34.720	34.72
62	Soup, Garden Vegetable W/Pasta	3-4 lb/per cs	Campbell's	100246	5058	7	$29.150	29.15
63	Soup, Italian Wedding	3-4 lb/per cs	Campbell's	100276	10428	7	~~$25.840~~ 35.84	35.84

MAY 27 2011

GOLD STAR FOODS
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P.O. Box 4328
Ontario, CA 91761

CAPISTRANO UNIFIED SCHOOL DISTRICT
FROZEN FOOD PRODUCTS
BID NO. 1011-05
JULY 1, 2011-JUNE 30, 2012

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P.O. Box 58105, Vernon, CA 90058-0
(323) 846-8400 Fax (323) 846-1997

Item #	Description	Pack Size Per Case	Brand	Alternative Brand Name, Code # and Pack Size	Code	Est. Yearly Usage by Case	Pricing for 2010-2011	Proposed Pricing for 2011-2012
64	Soup, Roast Chicken Noodle	3-4 lb/per cs	Campbell's	100280	11836	18	$34.970	34.97
65	Southwest Scramble Individual Wrapped	60/3.75 oz	Buena Vista	400576	SWS-35W	350	$21.610	24.97
66	Spaghetti With Meatballs Trays Individual Wrapped	40/8.5 oz	Pierre	100408	61085	801	$30.430	30.43
67	Tortillas, 6" Flour	72/2-packs =144 per cs	Romero's	600172	7062	94	$29.790	29.79
68	Veggie Patty, Vegan	72/3.2 oz	Don Lee	100494	10320	2	$50.920	50.92
69	Waffle Golden	144/1.4 oz	Bakery Chef	100066	10369	415	$10.860	10.86
70	Yogurt, Strawberry	48/4 oz	Upstate	300150	11289	402	$12.790	12.79

MAY 27 2011

Change Order Summary Log

San Juan Hills High School Stadium Phase II
DSA # 04-108716
Data Date 5/24/2012

Description	Change Order #4
Original Contract Sum	$ 1,640,000.00
Net Change by Previous Authorized Requests and Changes	$ 69,318.00
Contract Sum Prior to this Change Order	$ 1,709,318.00
Contract Sum Will Be Increased	$ 18,026.20
New Contract Sum Including this Change Order	$ 1,727,344.20

EXHIBIT 37

EXECUTED OR BOARD SUBMITTED CO'S & EXECUTED WO'S

San Juan High School Stadium Phase II

RESPONSIBILITY CODE LOG

Data Date 5/16/2012

TOTAL ORIGINAL CONTRACT VALUE:	$1,640,000.00	$87,344.20
TOTAL CURRENT CONTRACT VALUE:	$1,727,344.20	$1,727,344.20

RESPONSIBILITY CODE	No.	VALUATION	Pending	Percent
Differing Conditions	1	$41,209.00	$0.00	2.51%
Errors and Omissions	2	$10,018.20	$0.00	0.61%
Value Enhancement	3	$36,117.00	$0.00	2.20%
Resolution of Claim	4	$0.00	$0.00	0.00%
Required Extra Scope	5	$0.00	$0.00	0.00%
Optional Extra Scope	6	$0.00	$0.00	0.00%
Credit	7	$0.00	$0.00	0.00%
Other	8	$0.00	$0.00	0.00%
Total Approved Change		$87,344.20	$0.00	5.33%
Percent Change		5.33%	0.00%	5.33%
		$87,344.20		

WO = Work Order
COP = Cost Proposal
CO = Change Order
APPWO = Fully Executed Work Order

Change Order	DOCUMENT TYPE	DOCUMENT NUMBER	ORIGIN DATE	DESCRIPTION / TITLE	STATUS	VALUATION	RESPONSIBILITY CODE TO PROJECT COMPLETION	RESPONSIBILITY CODE Pending Code	STATUS Signed (s) Unilateral (u)	DSA Approved	Board Excerpt
CO #1			1/19/12	Bleacher Material Shortage		$35,924.00	1		s		
CO #2	WO	1	12/21/11	Additional Landscaping		$22,638.00	3		s		
	WO	2	02/17/12	New Concrete Curb @ Pole Vault Area		$5,471.00	2		s		
CO #3	WO	3	03/29/12	Existing Electrical Conditions		$5,285.00	1		s		
CO #4	WO	4	04/26/12	Elevator Sack and Patch		$4,547.20	2		s		
	WO	5	05/17/12	Additional Concrete Curbing		$12,047.00	3		s		
	WO	6	05/19/12	Relocation of Vertical Lift Controls		$1,432.00	3		s		

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: -- 1011-15 SJHHS Stadium Phase II

Contract Number: 1011-15

Purchase Order No. :

DSA Number: A04-108716

CHANGE ORDER

To: Ohno Construction Company
16174
Fontana, CA 92337

Change Order No. : 00004

Date: 5/14/2012

Title: Change Order #4

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
WO #4		0	$4,547.20

Per ASME 2.1.1.1 Runway Enclosure, three walls of the elevator shaft are required to be smooth. See Attachment "A". Pursuant to site meeting on April 3, 2012, with PJHM, IOR, Ohno and McKinley Elevator Corp it was determined that slump block would not be considered a "smooth" surface by the State of California, Certified Competent Conveyance Inspector (CCCI). Contractor shall apply sack and patch to three sides of the elevator shaft per Attachment "B". Contractor shall coordinate with Elevator Installer to insure all dimension constraints are met per Attachment "B".

WO #5		0	$12,047.00

To mitigate and direct the low hillside drainage at the North/East and softball/baseball practice field runoff onto concrete walk/paving, and to stabilize the decomposed granite, the District requests the following:

1.) Install approximately 160 linear feet of 4" concrete curbing around existing backstop and chain link fencing (refer to attachment "A").
2.) Install approximately 130 linear feet of 8" concrete planter wall (refer to attachment "A").
3.) Revise dug out concrete paving to be half Angel Mix brick dust and concrete paving (refer to attachment "A").
4.) Furnish and install PolyPavement, Liquid Soil Solidifier at the Eastern Shot Put area (refer to attachment "B" and "C").

WO #6		0	$1,432.00

The current installation of the disconnect and call button for the vertical elevator extends into the concrete walk, creating a potential trip hazard (Refer to Attachment "A" dated 5/15/12). Contractor shall remove and replace concrete walk as required to relocate emergency disconnect and call button to back of 6" concrete curb (Refer to Attachment "B" dated 5/15/12).

Contractor agrees to furnish all labor and materials andperform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the changes under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: -- 1011-15 SJHHS Stadium Phase II

Purchase Order No. :

Contract Number: 1011-15

DSA Number: A04-108716

CHANGE ORDER

The Original Contract Sum was	**$1,640,000.00**
Net Change by Previously Authorized Requests and Changes	**$69,318.00**
The Contract Sum Prior to This Change Order was	**$1,709,318.00**
The Contract Sum Will be Increased	**$18,026.20**
The New Contract Sum Including This Change Order	**$1,727,344.20**
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	

	Signature	Date
CUSD - Joe Farley		
Owner's Representative	Walt C	5/22/12
Contractor	Joe Cardenas Ethan Cast	5/22/12
Architect of Record	[illegible]	5/21/12
Inspector of Record	Curt D Pore	5/22/12

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: – 1011-15 SJHHS Stadium Phase II
Contract Number: 1011-15 **DSA Number:** A04-108716

WORK ORDER

To: Ohno Construction Company
16174
Boyle Avenue
Fontana, CA 92337

Work Order No. : 00004
Date: 4/23/2012

Title: Sack & Patch Elevator Shaft

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those indentified herein.

Description of Proposal:

Per ASME 2.1.1.1 Runway Enclosure, three walls of the elevator shaft are required to be smooth. See Attachment "A". Pursuant to site meeting on April 3, 2012, with PJHM, IOR, Ohno and McKinley Elevator Corp it was determined that slump block would not be considered a "smooth" surface by the State of California, Certified Competent Conveyance Inspector (CCCI). Contractor shall apply sack and patch to three sides of the elevator shaft per Attachment "B". Contractor shall coordinate with Elevator Installer to insure all dimension constraints are met per Attachment "B". As such, the cost was negotiated and the full and final total was mutually agree upon as noted below.

Item	Description	Amount
00001		$4,547.20

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. the amount of the charges (if applicable) under the Work Order is limited to $25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- [x] Lump Sum **$4,547.20** [ ] Not To Exceed _____
- [ ] Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- [ ] Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- [ ] In accordance with Contract unit prices

TIME:

- [x] No Change [ ] Time Impact Unknown [ ] Impact to Contract completion is estimated at _____ days.
- [ ] Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: _____ Days: _____ The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		4/26/12
Owner's Representative		4/24/12
Contractor	Ohno Const Joe Cardenas	4-24-12
Architect of Record		4/24/12
Inspector of Record		4/24/12

Page 1 of 1

SJJHS Stadium Phase II BID # 1011-15

W.O. # 4
Itemized Back-up
DATA DATE: 04/24/2012
Site Lighting

Add

ITEM NO. CUSD	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1	Per ASME 2.1.1.1 Runway Enclosure, three walls of the elevator shaft are required to be smooth. See Attachment "A". Pursuant to site meeting on April 3, 2012, with PJHM, IOR, Ohno and McKinley Elevator Corp it was determined that slump block would not be considered a "smooth" surface by the State of California, Certified Competent Conveyance Inspector (CCCI). Contractor shall apply sack and patch to three sides of the elevator shaft per Attachment "B". Contractor shall coordinate with Elevator Installer to insure all dimension constraints are met per Attachment "B". As such, the cost was negotiated and the full and final total was mutually agree upon as noted below.		$ 800.00	$ 3,120.00	$ 3,920.00

Subtotal ADD	$ 3,920.00
15% Sub Fee	$ 588.00
Subtotal	$ 4,508.00
1% Bond	$ 39.20
FULL AND FINAL TOTAL*	$ 4,547

*Rounded to nearest dollar

solid state device: an element that can control current flow without moving parts.

speed governor: a continuously operating speed monitoring and detection device that, at predetermined speeds, provides signals to the controller and imparts a retarding force to activate the platform lift or counterweight safety, or stairway chairlift.

starters control panel: an assembly of devices by means of which the starter may control the manner in which a lift functions.

static switching: switching of circuits by means of solid state devices.

stop switch: see *emergency stop switch.*

supply piping: the piping for a hydraulic driving machine between the control valves and the driving member of the driving machine.

terminal landing: see *landing.*

terminal stopping device, final: a device that automatically causes the power to be removed from the driving machine motor and brake, or from a hydraulic driving machine, independent of the functioning of the normal terminal stopping device, the operating device, or any emergency terminal speed limiting device, after the platform lift or stairway chairlift has passed a terminal landing.

terminal stopping device, machine final (stop-motion switch): a final terminal stopping device operated directly by the driving machine.

terminal stopping device, normal: a device or devices to slow down and stop a platform lift or stairway chairlift automatically at or near a terminal landing independently of the functioning of the operating device.

travel (rise): the vertical distance between the bottom terminal landing and the top terminal landing.

traveling cable: a cable made up of electric conductors, which provides electrical connection between a platform lift or stairway chairlift and a fixed outlet in the runway.

valley break: a broken wire in a wire rope in which the outside wire of a strand breaks in the immediate vicinity of the point where it contacts a wire or wires of an adjacent strand, generally at a point not visible when the wire rope is examined externally. One end of the broken wire is long enough to reach from one valley to the next one and the other end of the broken wire generally cannot be seen.

(03) *vertical platform lift:* a powered hoisting and lowering mechanism designed to transport mobility-impaired persons on a guided platform that travels vertically.

weatherproof: so constructed or protected that exposure to the weather will not interfere with its successful operation.

window: an assembly consisting of a surrounding frame and one or more sashes, ventilators, or fixed lights, or a combination of these, designed to be installed in a wall opening for the purpose of admitting light or air, or both.

working pressure: the pressure measured at the cylinder of a hydraulic driving machine when the platform lift or stairway chairlift are lifting their rated load at rated speed.

1.4 Reference Codes, Standards, and Specifications

This section covers the codes, standards, and specifications incorporated in this Standard by reference; the specific editions that are applicable; and the rules of this Standard that reference each document (see Table 1.4-1). This section also lists the names and addresses of the organizations from which these documents may be procured (see Table 1.4-2).

Only that portion of the code, standard, or specification as specified by the rules in this Standard is applicable.

2 VERTICAL PLATFORM LIFTS[1]

Section 2 applies to vertical platform lifts installed in locations other than in or at a private residence for use by the mobility impaired.

2.1 Runways (03)

Runways shall be installed in accordance with paras. 2.1.1, 2.1.2, or 2.1.3. Runway construction for lifts that penetrate a floor must comply with para. 2.1.1 and with the building code.

2.1.1 Runway Enclosure Provided

2.1.1.1 The runway shall be guarded by a solid enclosure extending from the lowest landing to a height of at least 42 in. (1 067 mm) above the uppermost landing. The enclosure shall withstand, without permanent deformation, a force of 125 lbf (556 N) applied on any 4 in. (102 mm) by 4 in. (102 mm) area. The interior of the runway enclosure shall present a smooth surface.

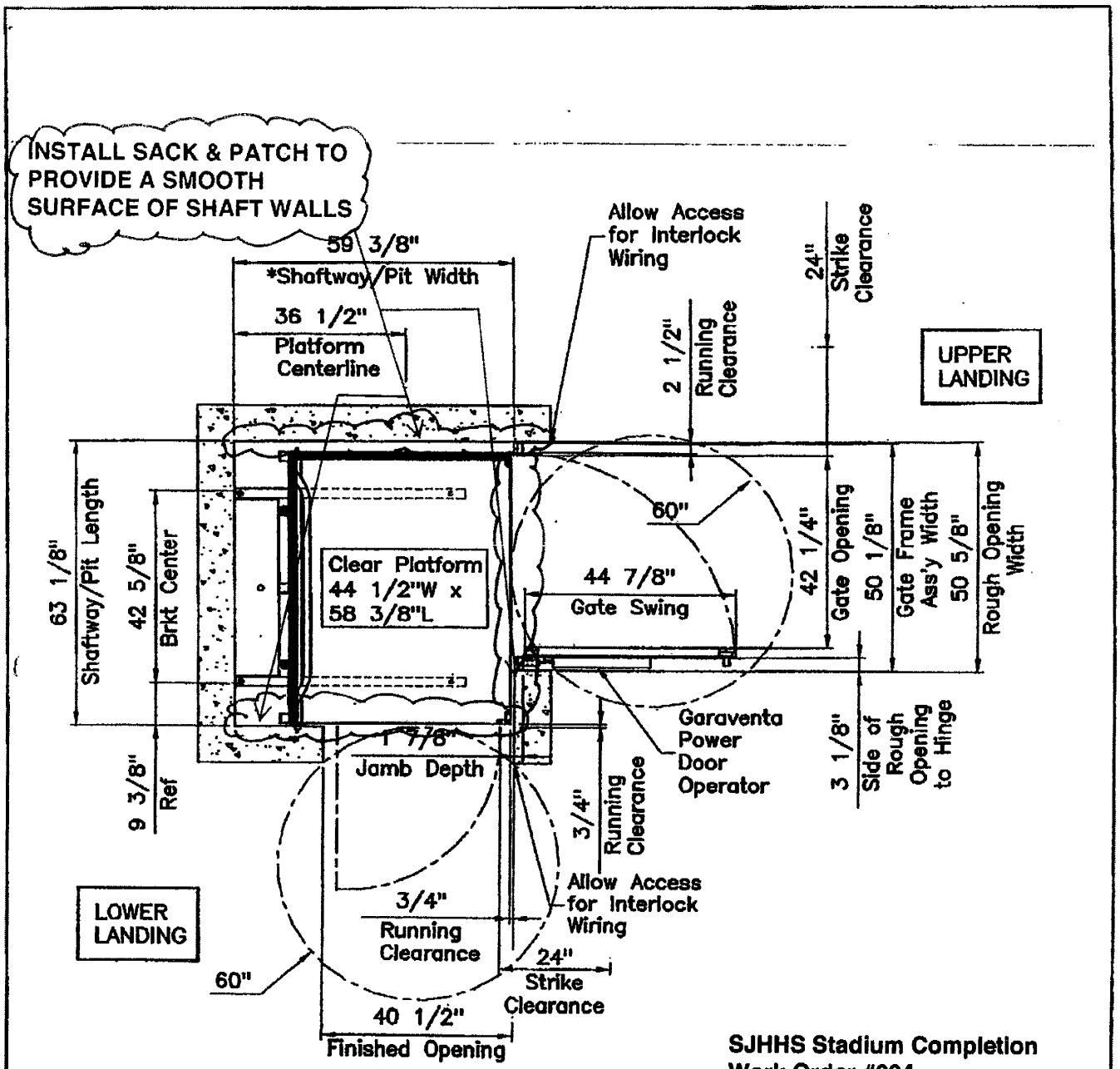
2.1.1.2 The runway entrance shall be guarded at the upper landing by a door of unperforated construction not wider than the platform plus 1 in. (25.4 mm). The door shall be self-closing and at least 42 in. (1 067 mm) high. The runway side of the door shall present a smooth surface. The door shall be located not more than 3 in. (76 mm) from the platform sill.

2.1.1.3 The runway entrances at all but the uppermost landing shall be guarded by unperforated self-closing doors not wider than the platform plus 1 in.

[1] See section 5 for the requirements for this equipment installed in or at a private residence.

003 by the American Society of Mechanical Engineers.

SJHHS Stadium Completion
Work Order #004
ATTACHMENT "A"



A	INITIAL RELEASE			UNITS: INCHES	3/19/08		
REV.	SCALE: 1:30	TOLERANCES: DIMENSIONAL ±1/32	ANGULAR ±0.5°	PROJECTION:	DATE	DRN.BY	CHK.BY

GARAVENTA LIFT
7505 – 134A STREET
SURREY,BC,CANADA V3W 7B3
PH: ++1 604 594 0422
FAX: ++1 604 594 9915
http://www.garaventalift.com

2006 GENESIS SHAFTWAY ASSEMBLY
SAN JUAN HILLS HS

PAGE 3 OF 4

McKINLEY ELEVATOR CORPORATION (CA)

38668-AD-A

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1011-15 SJHHS Stadium Phase II
Contract Number: 1011-15
DSA Number: A04-108716

WORK ORDER

To: Ohno Construction Company
16174
Boyle Avenue
Fontana, CA 92337

Work Order No. : 00005
Date: 5/11/2012

Title: Additional Concrete Curbing

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those indentified herein.

Description of Proposal:

To mitigate and direct the low hillside drainage at the North/East and softball/baseball practice field runoff onto concrete walk/paving, and to stabilize the decomposed granite, the District requests the following:

1.) Install approximately 160 linear feet of 4" concrete curbing around existing backstop and chain link fencing (refer to attachment "A")
2.) Install approximately 105 linear feet of 8" concrete planter wall (refer to attachment "A").
3.) Revise dug out concrete paving to be half Angel Mix brick dust and concrete paving (refer to attachment "A").
4.) Furnish and install PolyPavement, Liquid Soil Solidifier at the Eastern Shot Put area (refer to attachment "B" and "C").

As such, the District determined the costs and negotiated the full and final total noted below

Item	Description	Amount
00001		$12,047.00

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. the amount of the charges (if applicable) under the Work Order is limited to $25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- [x] Lump Sum **$12,047.00** — [ ] Not To Exceed _____
- [ ] Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- [ ] Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable
- [ ] In accordance with Contract unit prices

TIME:

- [x] No Change — [ ] Time Impact Unknown — [ ] Impact to Contract completion is estimated at _____ days.
- [ ] Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: _____ Days: _____
The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		4/17/12
Owner's Representative		5/16/12
Contractor		5/14/12
Architect of Record		5/15/12
Inspector of Record		5/16/12

Page 1 of 1

SJJHS Stadium Phase II BID # 1011-15

W.O. # 5
Itemized Back-up

DATA DATE: 05/09/2012

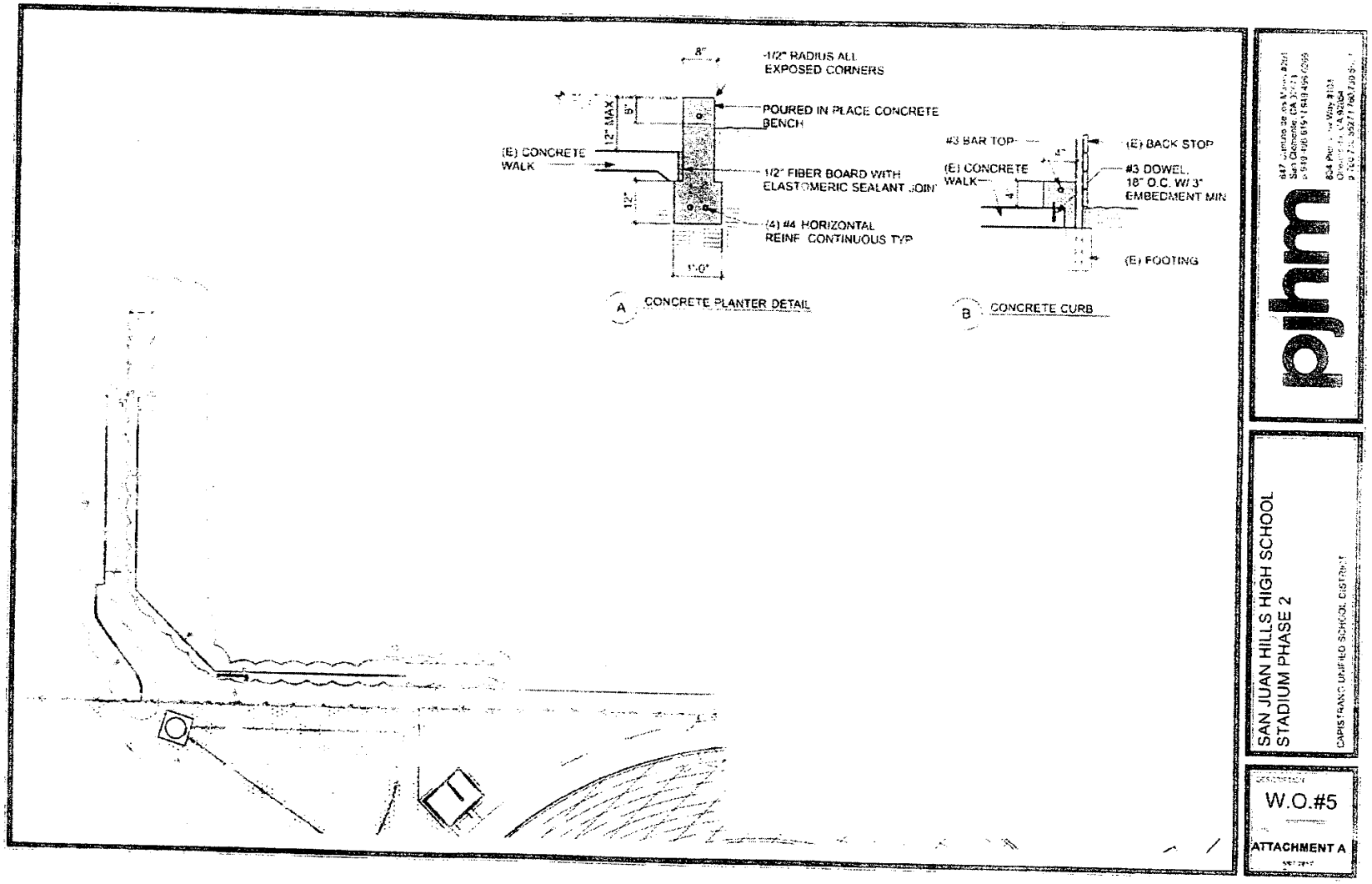
Additional Concrete Curbing

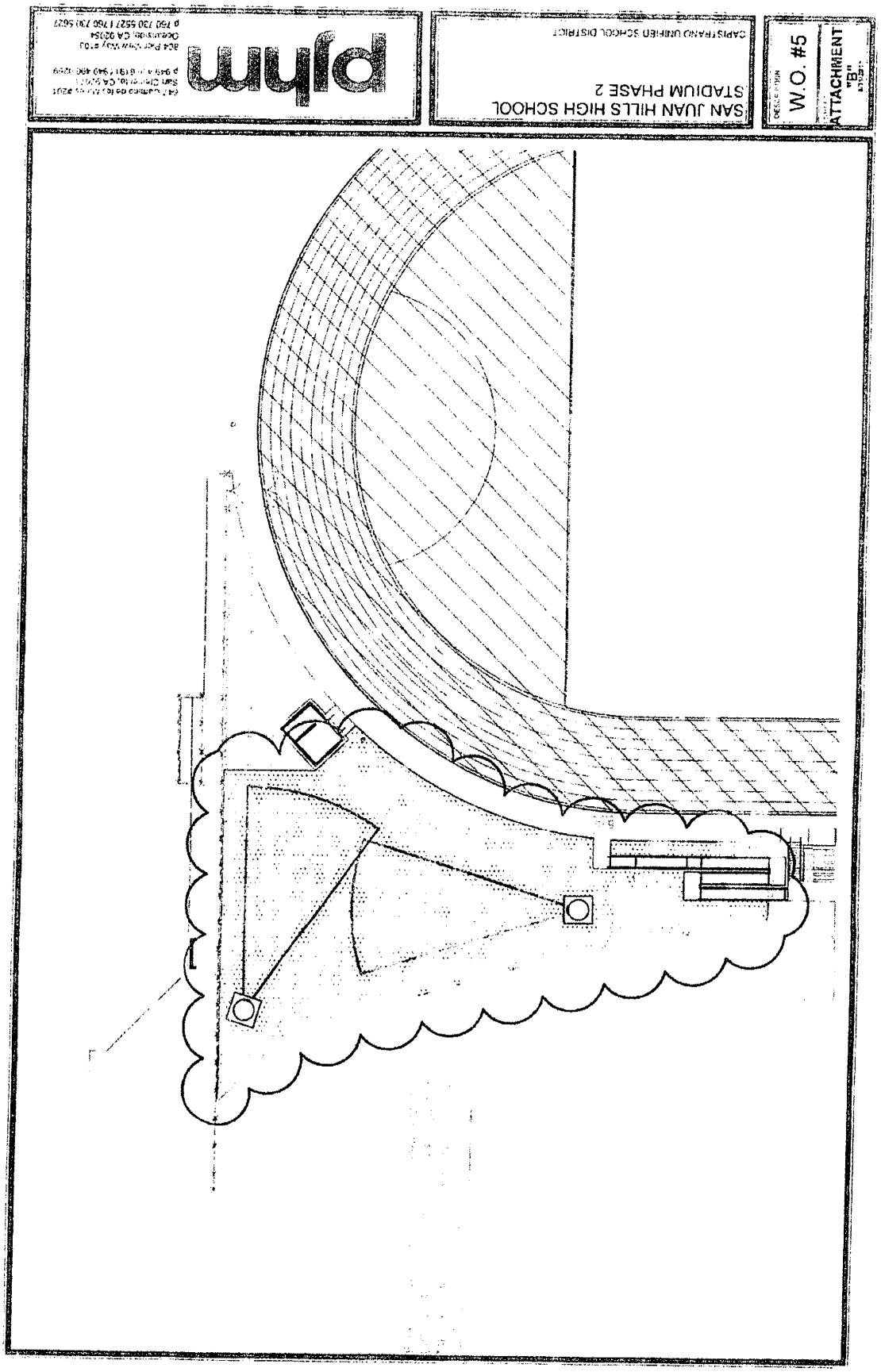
Refer to Attachment "A" dated 05/09/2012

Add ITEM NO. CUSD	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1	Provide Labor and Material to install approximately 130 L.F. of 8" curb $35/L.F. x 130L.F. = $4550				$ 4,550.00
2	Provide Labor and Material to install approximately 160 L.F. of 4" curb $15/L.F x 160L.F. = $2400				$ 2,400.00
3	Provide Labor and Material to spray-apply PolyPavement at the Eastern Shot Put Area. 55 gallon drum of DG Binder = $1400 Lump Sum Price Labor = 2men x 8 x $65/hr x 2 days = $2080		$ 1,400.00	$ 2,080.00	$ 3,480.00

Subtotal ADD	$ 10,430.00
10% Sub Fee	$ 1,043.00
Subtotal	$ 11,473.00
5% G.C./Ins. Fee	$ 573.65
FULL AND FINAL TOTAL*	$ 12,047

*Rounded to nearest dollar


1/2" RADIUS ALL
EXPOSED CORNERS
POURED IN PLACE CONCRETE
BENCH
12" MAX
(E) CONCRETE
WALK
1/2" FIBER BOARD WITH
ELASTOMERIC SEALANT JOIN
(4) #4 HORIZONTAL
REINF. CONTINUOUS TYP
A CONCRETE PLANTER DETAIL
#3 BAR TOP
(E) BACK STOP
(E) CONCRETE
WALK
#3 DOWEL,
18" O.C. W/ 3"
EMBEDMENT MIN
(E) FOOTING
B CONCRETE CURB
phm
SAN JUAN HILLS HIGH SCHOOL
STADIUM PHASE 2
W.O.#5
ATTACHMENT A


pfm
SAN JUAN HILLS HIGH SCHOOL
STADIUM PHASE 2
CAPISTRANO UNIFIED SCHOOL DISTRICT
W.O. #5
ATTACHMENT
"B"

English :

Application Methods

To Address Permanent Heavy Weight Traffic Area Requirements for the Following:

- *Private Streets*
- *Parking Lots*
- *Golf Cart Paths*
- *BMX/Bicycle Tracks*
- *Helipads and Landing Strips*
- *Service Roads and Driveways*
- *Storage Yards and Areas*
- *Walkways and Foot Paths*
- *Access and Haul Roads*
- *Staging or Lay-Down Areas*
- *Wheelchair Access Ways*
- *Patios and Picnic Areas*

Application Method 1.

1. Grade, contour and compact the soil to final elevations.
2. Till soil to the specified depth of treatment with a roto-tiller (i.e. 2 inches)
3. Spray-apply the required amount of properly diluted PolyPavement onto the loose soil.
4. Till the soil again to thoroughly mix soil and PolyPavement.
5. Re-compact the soil with a steel drum roller.
6. Spray-apply the required amount of properly diluted PolyPavement onto the compact soil surface.
7. Allow the soil to dry.

To Address Temporary Light Weight Traffic Area Requirements for the Following:

- *Parking Lots*
- *Golf Cart Paths*
- *BMX/Bicycle Tracks*
- *Service Roads and Driveways*
- *Storage Yards and Areas*
- *Walkways and Foot Paths*
- *Staging or Lay-Down Areas*
- *Wheelchair Access Ways*
- *Patios and Picnic Areas*

Application Method 2.

1. Grade, contour and compact the soil to final elevations.
2. Spray-apply the required amount of properly diluted PolyPavement onto the compact soil surface.
3. Do not allow the soil to dry.
4. Spray-apply the required amount of properly diluted PolyPavement onto the treated soil surface.
5. Allow the soil to dry.

To Address Short-Term to Long-Term Non-Traffic Area Requirements for the Following:

- *Erosion Prevention*
- *Mud Prevention*
- *Vegetation Prevention*
- *Windblown Dust Prevention*
- *Trap and Bunker Lining*
- *Sand Contamination Prevention*

Application Method 3.

SJHHS STADIUM COMPLETION
W.O. #005
ATTACHMENT "C"

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1011-15 SJHHS Stadium Phase II
Contract Number: 1011-15 **DSA Number:** A04-108716

WORK ORDER

To: Ohno Construction Company
16174
Boyle Avenue
Fontana, CA 92337

Work Order No. : 00006
Date: 5/15/2012

Title: Relocation of Vertical Lift Controls

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those indentified herein.

Description of Proposal:

The current installation of the disconnect and call button for the vertical elevator extends into the concrete walk, creating a potential trip hazard (Refer to Attachment "A" dated 5/15/12). Contractor shall remove and replace concrete walk as required to relocate emergency disconnect and call button to back of 6" concrete curb(Referto Attachment "B" dated 5/15/12). As such, the District determined the costs and negotiated the full and final total noted below.

Item	Description	Amount
00001		$1,432.00

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. the amount of the charges (if applicable) under the Work Order is limited to $25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- [x] Lump Sum **$1,432.00**
- [ ] Not To Exceed _____
- [ ] Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- [ ] Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- [ ] In accordance with Contract unit prices

TIME:

- [x] No Change
- [ ] Time Impact Unknown
- [ ] Impact to Contract completion is estimated at _____ days.
- [ ] Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: _____ Days: _____ The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		5/19/12
Owner's Representative		5/16/12
Contractor	Ohno Const.	5/16/12
Architect of Record		5/16/2012
Inspector of Record		5/16/12

Page 1 of 1

SJJHS Stadium Phase II BID # 1011-15

W.O. # 6

Itemized Back-up

DATA DATE: 05/15/2012

Relocate Elevator Disconnect

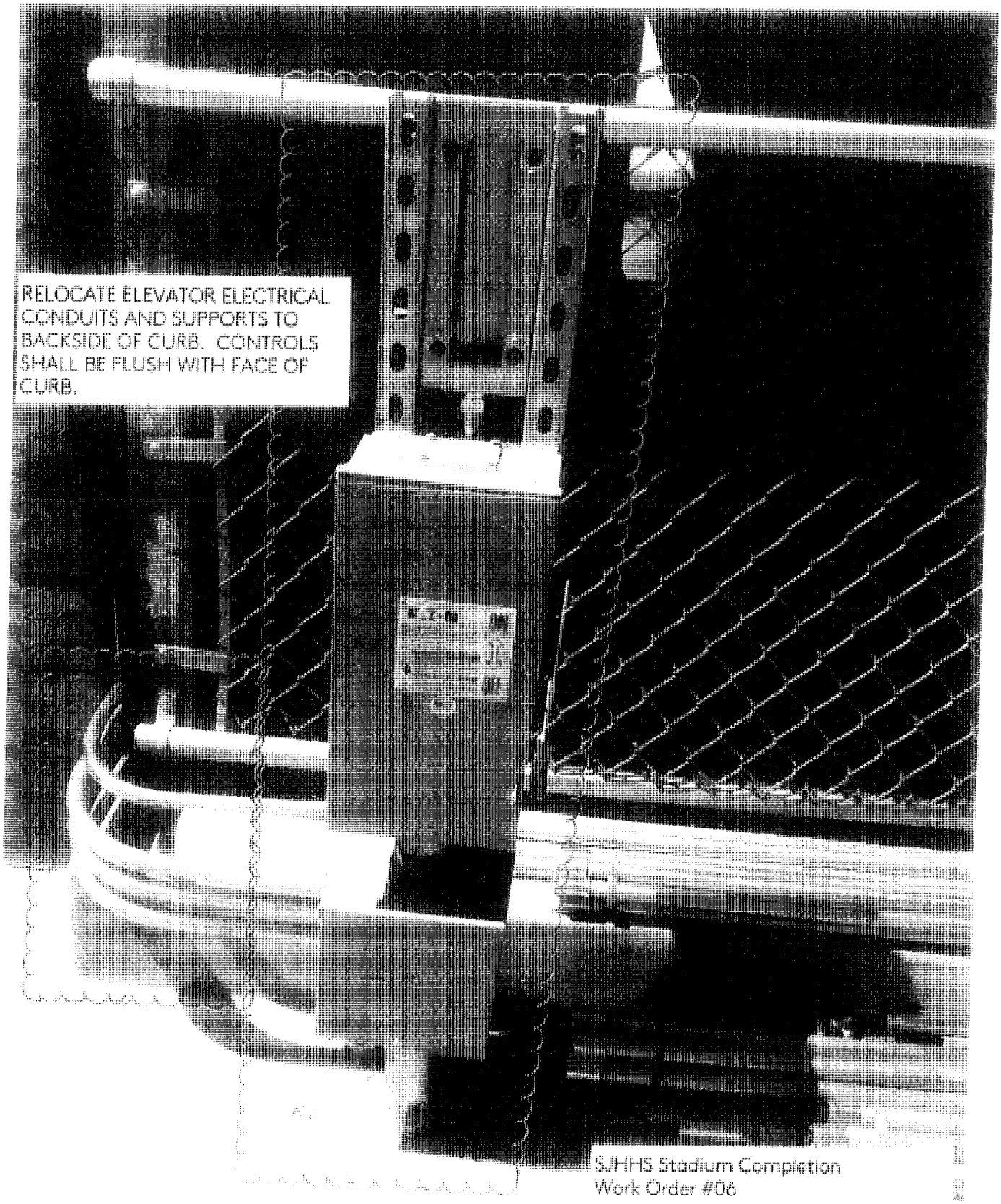
Refer to Attachment "A" & "B" dated 05/15/2012

Add

ITEM NO. CUSD	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1	Contractor shall provide labor and material to relocate the Elevator disconnect switch in order to mitigate a trip hazard. 2men x 8hrs. x$65/hr= $1040 Material Lump Sum Price = $200	$ -	$ 200.00	$1,040	$ 1,240.00

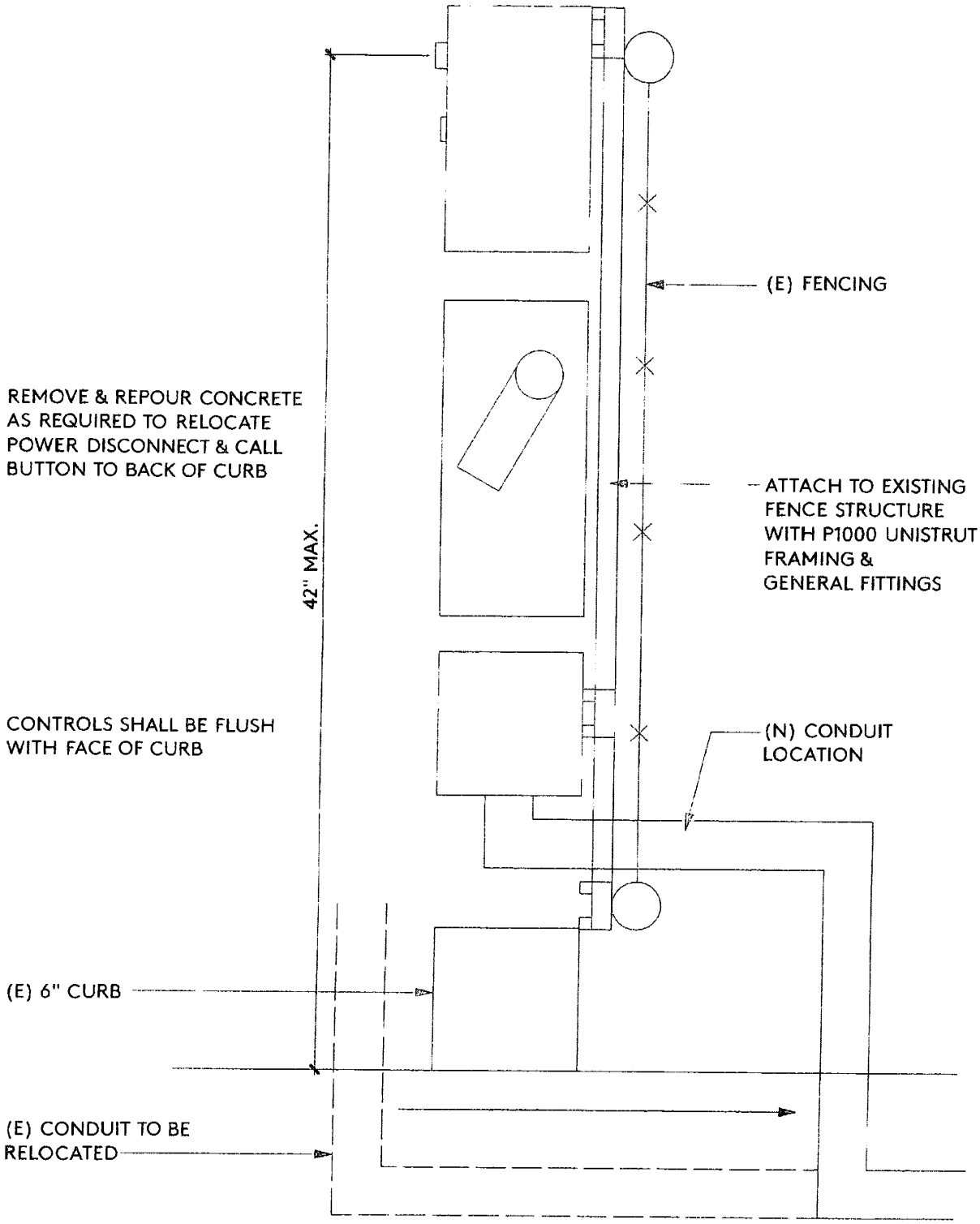
Subtotal ADD	$	1,240.00
10% Sub Fee	$	124.00
Subtotal	$	1,364.00
5% G.C./Ins. Fee	$	68.20
FULL AND FINAL TOTAL*	$	1,432

*Rounded to nearest dollar



SJHHS Stadium Completion
Work Order #06

Attachment "A"



pjhm architects
LC: 24461 Ridge Route Drive #100, Laguna Hills, CA 92653 • p: 949.496.6191 • SD: 804 Pier View Way #103, Oceanside, CA 92054 • p: 760.730.5527 • www.pjhm.com

SAN JUAN HILLS HIGH SCHOOL
STADIUM COMPLETION

CAPISTRANO UNIFIED SCHOOL DISTRICT

WORK ORDER #6

LICENSED ARCHITECT
KENNETH J. PODANY
NO. C28889
REN. 3/13
STATE OF CALIFORNIA

AT. "B"

REVISED 6-22-12

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of June 27, 2012
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS

Name	Position Title	Reason	Original Hire Date	Date of Separation
1. Abaroa Avila, Luz	Blngl Inst Asst	Layoff	01/07/1998	06/29/2012
2. Ackerman, Michaela	Inst Asst	Layoff	11/08/2010	06/29/2012
3. Acosta, Elizabeth	Blngl IF-Sp Ed	Layoff	02/13/2002	06/29/2012
4. Anchiraico, Juana	Blngl Inst Asst	Layoff	03/28/1994	06/29/2012
5. Andrews, Darcel	Student Supvr	Voluntary	10/13/2008	11/17/2011
6. Barber, Angela	Inst Asst	Layoff	05/15/2012	06/29/2012
7. Beaumont, Joann	MS Campus Supvr	Layoff	11/02/2011	06/29/2012
8. Beckley, Dawn	Inst Asst-ELD	Layoff	04/29/2002	06/29/2012
9. Bell, Steven	HS Campus Supvr	Layoff	09/07/2011	06/29/2012
10. Bogard, Martha	Blngl Inst Asst	Layoff	01/02/1996	06/29/2012
11. Bordelon, Marcille	HS Library Media Clerk	Layoff	09/03/2002	06/29/2012
12. Borja, Pahola	Blngl Inst Asst	Layoff	11/02/2010	06/29/2012
13. Bougrab, Maria	Inst Asst-ELD	Layoff	02/24/1998	06/29/2012
14. Breithaupt, Scott	Sch Bus Driver	Layoff	09/05/2006	06/29/2012
15. Bright, Adam	Inst Asst	Layoff	05/11/2012	06/29/2012
16. Brizendine, Marsha	HS Campus Supvr	Retirement	09/06/1990	06/20/2012
17. Brockman, Cary	Dir I, Facilities Planning	Layoff	02/02/1998	07/01/2012
18. Buenrostro, Victor	Sch Bus Driver	Layoff	09/05/2006	06/29/2012
19. Burke, Susan	Inst Asst	Layoff	02/06/2012	06/29/2012
20. Burton, Irma	Blngl Inst Asst	Layoff	01/14/2002	06/29/2012
21. Cancinos, Silvia	Blngl Inst Asst	Layoff	12/02/2002	06/29/2012
22. Cardenas, Gloria	Sch Clerk II	Retirement	11/04/1991	06/23/2012
23. Carse, Barbara	Sch Clerk I	Layoff	12/15/2003	06/29/2012
24. Carter, Cari	Inst Asst-Culinary Arts	Layoff	04/20/2007	06/29/2012
25. Cassady, Robert	Maint Plumber	Layoff	02/05/2007	06/29/2012
26. Chung, Cecilia	Sch Secretary I	Layoff	11/02/2010	06/29/2012
27. Clarke, Erin	Elem Library Tech	Layoff	09/07/2010	06/29/2012
28. Clifford, Kelli	MS Library Media Tech	Layoff	12/10/2007	06/29/2012
29. Cruz, Maria	Blngl Comm Svcs Liaison	Layoff	10/01/2001	06/29/2012
30. Currie, Kimberly	MS Campus Supvr	Layoff	02/22/2011	06/29/2012
31. Daum, Marilu	Blngl Staff Secretary	Layoff	12/09/1996	06/29/2012
32. DeCota, Marta	Blngl Inst Asst	Layoff	01/25/2011	06/29/2012
33. DeLeon, Eleanor	Inst Asst-Sp Ed	Voluntary	09/15/2011	06/21/2012
34. Desirey, Donna	Sch Secretary I	Layoff	09/26/2011	06/29/2012
35. Dewar, Nettie	Sch Bus Driver	Layoff	11/12/2002	06/29/2012
36. Diaz, Martha	Blngl Inst Asst	Layoff	12/10/1990	06/29/2012
37. Donjuan, Nancy	Blngl Inst Asst	Layoff	01/03/2011	06/29/2012
38. Draper, Christine	Student Supvr	Other Employment	11/09/2010	06/27/2012
39. Einbinder, Ronda	Inst Asst	Layoff	02/15/2012	06/29/2012

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CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of June 27, 2012
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS (Cont.)

Name	Position Title	Reason	Original Hire Date	Date of Separation
40. Fairchild, Vikki	Inst Asst	Layoff	10/26/2010	06/29/2012
41. Feyerabend, Kathleen	Sch Bus Driver	Layoff	04/09/2003	06/29/2012
42. Filanda, Farrah	Sub IF-Sp Ed Sub Inst Asst-Sp Ed Sub Inst Asst-Sp Ed Presch	Moving	03/13/2012	06/18/2012
43. Finken, Holly	Sch Clerk I	Layoff	01/06/1999	06/29/2012
44. Fitzhugh, Marlene	Blngl Inst Asst	Layoff	10/23/2006	06/29/2012
45. Foerster, Sarah	Inst Asst	Layoff	03/15/2010	06/29/2012
46. Fogarty, Beth	Inst Asst	Layoff	04/25/2011	06/29/2012
47. Fortin, Callie	Sch Bus Driver	Layoff	12/06/2004	06/29/2012
48. Foster, Johanna	Sch Clerk I	Layoff	02/23/2000	06/29/2012
49. Fuertez, Cyrill	Presch Teacher	Layoff	01/30/2012	06/29/2012
50. Funderburk, Karyn	MS Campus Supvr	Layoff	04/28/2011	06/29/2012
51. Gamboa, Erika	Blngl Inst Asst	Layoff	03/31/2005	06/29/2012
52. Garcia, Jean	IF-Sp Ed	Retirement	01/21/1998	06/22/2012
53. Garcia, Rose	Blngl Inst Asst	Layoff	11/08/2010	06/29/2012
54. Gartlan, Tamara	Inst Asst	Layoff	01/26/2012	06/29/2012
55. Gonzalez, Fernando	Sub Groundskeeper	Voluntary	04/26/2012	06/30/2012
56. Goodwin, Barbara	Inst Asst-ELD	Layoff	01/03/2000	06/29/2012
57. Groff, Dana	Presch Resource Teacher	Layoff	11/29/2005	06/29/2012
58. Guess, Arlington	MS Campus Supvr	Layoff	02/23/2011	06/29/2012
59. Guillen, Taryn	Opportunity Asst	Layoff	04/21/2008	06/29/2012
60. Gurrola, Aida	Blngl Inst Asst	Layoff	01/16/2004	06/29/2012
61. Guzman, Victor	Blngl Comm Svcs Liaison	Layoff	02/06/2012	06/29/2012
62. Hackworth, A.	Blngl Inst Asst	Layoff	03/04/1996	06/29/2012
63. Hamilton, Cynthia	HS Campus Supvr	Layoff	01/26/2012	06/29/2012
64. Hannouche, Coralia	Blngl Inst Asst	Layoff	01/02/2007	06/29/2012
65. Harsh, Sheena	Inst Asst	Layoff	10/17/2011	06/29/2012
66. Hedgecock, Sherry	Sch Clerk I	Layoff	10/13/1997	06/29/2012
67. Hodge, Diane	Sub Inst Asst-Sp Ed Presch	Voluntary	04/26/2012	06/30/2012
68. Hopkins, Velma	Blngl Inst Asst	Layoff	10/08/2004	06/29/2012
69. Howard, Linda	Elem Library Media Tech	Layoff	09/07/2011	06/29/2012
70. Hung, Shelly	Inst Asst	Layoff	09/26/2005	06/29/2012
71. Huntington, Sally	Inst Asst	Layoff	01/03/2012	06/29/2012
72. Huntley, Gina	Inst Asst	Layoff	02/03/2010	06/29/2012
73. Jarbo, Nicole	Blngl Inst Asst	Layoff	04/17/2006	06/29/2012
74. Johnson, Danielle	Opportunity Asst	Layoff	01/26/2012	06/29/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of June 27, 2012
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS (Cont.)

Name	Position Title	Reason	Original Hire Date	Date of Separation
75. Jones, Adam	Inst Asst-Computer Lab	Layoff	01/26/2012	06/29/2012
76. Jones, Joan	Inst Asst	Layoff	02/23/2011	06/29/2012
77. Juarez, Thomas	MS Library Media Tech	Layoff	09/11/2006	06/29/2012
78. Kaur, Harpreet	Inst Asst	Layoff	11/15/2011	06/29/2012
79. Koehler, Sarah	Sub Student Supvr	Voluntary	11/04/2011	06/30/2012
80. Levinson, Kathleen	Inst Asst	Layoff	11/28/2011	06/29/2012
81. Lewis, Janine	Blngl Inst Asst	Layoff	11/02/2010	06/29/2012
82. Lewis, Therese	Elem Library Tech	Layoff	08/31/2006	06/29/2012
83. Lohrbach, Michelle	MS Campus Supvr	Layoff	11/29/2010	06/29/2012
84. Lombardi, Karen	HS Campus Supvr	Layoff	05/02/2011	06/29/2012
85. Lugo, Diana	Blngl Inst Asst	Layoff	11/02/2010	06/29/2012
86. Lutjens, Marilyn	Sch Clerk I	Layoff	05/04/1998	06/29/2012
87. Madsen, Sheryl	MS Campus Supvr	Layoff	10/20/2011	06/29/2012
88. Martinez, Racquel	Blngl Comm Svcs Liaison	Layoff	01/26/2012	06/29/2012
89. McCann, Mary	Inst Asst	Layoff	10/25/2010	06/29/2012
90. McCulloch, Sonia	Blngl Inst Asst	Layoff	11/02/2010	06/29/2012
91. McGee, James	MS Campus Supvr	Layoff	01/04/2011	06/29/2012
92. McPherson, Denise	Inst Asst	Layoff	10/24/2011	06/29/2012
93. Merchant, Susan	HS Campus Supvr	Layoff	05/23/2011	06/29/2012
94. Micalizzi, Tracy	Sub Inst Asst-Sp Ed Presch	Voluntary	02/28/2011	06/30/2012
95. Miller, Kimberly	Inst Asst	Layoff	01/30/2012	06/29/2012
96. Minaya, Brenda	Inst Asst-Computer Lab	Layoff	02/06/2006	06/29/2012
97. Mizejewski, Rebecca	Blngl Inst Asst	Layoff	01/30/2012	06/29/2012
98. Morris, Tracey	MS Library Media Tech	Layoff	08/23/2010	06/29/2012
99. Moy, Wendy	LVN	Other Employment	10/26/2011	04/04/2012
100. Nakakihara, Darin	Inst Asst	Layoff	01/11/2010	06/29/2012
101. Nekooei, Martha	Blngl Inst Asst	Layoff	04/17/2006	06/29/2012
102. Neyra-Reyes, Nancy	Blngl Inst Asst	Layoff	04/12/2010	06/29/2012
103. Norgren, Erica	Inst Asst	Layoff	10/19/2011	06/29/2012
104. Norris, Jill	MS Library Media Tech	Layoff	10/24/2005	06/29/2012
105. Novack, Mary	Blngl Inst Asst	Layoff	10/09/1992	06/29/2012
106. Okuma-Farry, Jeri Ann	Sub Clerk	Voluntary	04/16/2007	06/30/2012
107. Orlando, Deidre	Inst Asst	Layoff	02/08/2010	06/29/2012
108. Ortega, Carmen	Blngl Inst Asst	Layoff	11/26/2007	06/29/2012
109. Papadatos, Sophia	HS Campus Supvr	Layoff	11/02/2011	06/29/2012
110. Pena-Marconi, Juliana	Blngl Comm Svcs Liaison	Voluntary	03/02/2010	06/08/2012

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San Juan Capistrano, California

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ACCEPT RESIGNATIONS/TERMINATIONS (Cont.)

Name	Position Title	Reason	Original Hire Date	Date of Separation
111. Perez, Taina	Blngl Clerk	Layoff	01/26/2012	06/29/2012
112. Piva, Julie	Inst Asst	Layoff	03/22/2010	06/29/2012
113. Price, Rosa	Blngl Inst Asst	Layoff	10/27/2010	06/29/2012
114. Primer, Marina	Inst Asst	Layoff	04/12/2010	06/29/2012
115. Randall, Christopher	Sub Custodian	Voluntary	02/14/2012	06/12/2012
116. Rawas, Alba	Blngl Inst Asst	Layoff	04/12/2010	06/29/2012
117. Ray, Sara	Inst Asst	Layoff	01/10/2012	06/29/2012
118. Rivera, Janelle	Inst Asst	Layoff	01/10/2012	06/29/2012
119. Rodriguez, Nascina	Blngl Inst Asst	Layoff	03/14/2011	06/29/2012
120. Rogers, Mark	Inst Asst	Layoff	01/03/2011	06/29/2012
121. Rosas, Alicia	Inst Asst	Layoff	11/04/2002	06/29/2012
122. Ruiz, Karla	Inst Asst	Layoff	10/19/2011	06/29/2012
123. Sanchez, Peggy	Tech Support Spec IV	Retirement	02/05/1990	06/29/2012
124. Sellinger, Jacqueline	FS Worker	Voluntary	11/03/2009	06/30/2012
125. Sherman, Bryce	MS Campus Supvr	Layoff	03/14/2011	06/29/2012
126. Smith, Sherilynn	Layoff	Layoff	11/02/2010	06/29/2012
127. Solano, Lupita	Blngl Comm Svcs Liaison	Layoff	01/17/2012	06/29/2012
128. Stevenson, Carol	Sch Clerk I	Layoff	08/25/2005	06/29/2012
129. Stratton, Andrew	HS Campus Supvr	Layoff	09/07/2011	06/29/2012
130. Taylor, Brian	Sub Caregiver Sub IF-Sp Ed Sub Inst Asst-Sp Ed Sub Opportunity Asst	Voluntary	04/26/2007	06/30/2012
131. Torres, Alejandra	Blngl Inst Asst	Layoff	05/06/2005	06/29/2012
132. Turner, Arielle	Inst Asst-ELD	Layoff	11/07/2011	06/29/2012
133. Vagi, Albert	Sub MS Campus Supvr	Voluntary	10/03/2001	06/30/2012
134. Valian, Margaret	Elem Library Tech	Layoff	01/10/2012	06/29/2012
135. VanUden, Justin	Inst Asst-ELD	Layoff	01/26/2012	06/29/2012
136. Varela, Amanda	Literacy Intervention Asst	Personal	10/14/2011	07/27/2012
137. Wade, Veronica	Blngl Inst Asst-Comm Ed ESL	Layoff	05/02/2012	06/29/2012
138. Wall, Gary	Maint Electrician	Retirement	10/28/1975	06/29/2012
139. Watson, Gloria	Sch Secretary II	Voluntary	01/17/2006	06/22/2012
140. Wehner, Amy	Sub Student Supvr	Voluntary	03/21/2011	06/30/2012
141. Werve, Candace	Inst Asst-ELD	Layoff	11/02/1977	06/29/2012
142. Williams, Jo Ann	Sch Clerk I	Layoff	10/01/2002	06/29/2012
143. Wilson, Maria	Sch Clerk I	Layoff	10/04/2004	06/29/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of June 27, 2012
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ACCEPT RESIGNATIONS/TERMINATIONS (Cont.)

Name	Position Title	Reason	Original Hire Date	Date of Separation
144. Wilson, Susan	Inst Asst-Computer Lab	Layoff	09/06/1990	06/29/2012
145. Yang, Monica	Inst Asst	Layoff	12/13/2011	06/29/2012
146. Young, Susan	Elem Library Tech	Layoff	01/07/2008	06/29/2012
147. Zambrano, Wendy	Blngl Comm Svcs Liaison	Layoff	01/03/2012	06/29/2012

APPROVE EMPLOYMENT

Name	Position-Full Time	Salary	Range Step	Effective Date
148. Beadle, Deborah	Senior Staff Secretary (12mo/40hpw)	$5,225.52	R37-15	07/09/2012

Name	Position-Substitute	Salary	Range Step	Effective Date
149. Campbell, Melissa	IBI Asst/Tutor	$15.54 hr	R24-1	09/05/2012
150. Cardenas, Gloria	Clerk	$15.16 hr	R23-1	06/24/2012
151. Carse, Barbara	Clerk	$15.16 hr	R23-1	07/01/2012
152. Dimperio, Kristen	IF-Sp Ed	$14.79 hr	R22-1	06/22/2012
153. Engel, Catherine	Student Supvr	$10.00 hr		07/01/2012
154. Honey, Richard	Sch Bus Driver	$17.48 hr	R28-1	06/22/2012
155. Kim, Tamara	Student Supvr	$10.00 hr		06/22/2012
156. McLennan, Shelley	IF-Sp Ed	$14.79 hr	R22-1	06/22/2012
157. Morganstern, Susan	IBI Asst/Tutor	$15.54 hr	R24-1	09/05/2012
158. Smith, Maria	Clerk	$15.16 hr	R23-1	09/05/2012
159. Watson, Gloria	Clerk	$15.16 hr	R23-1	06/23/2012

Name	Position-Short Term	Salary	Effective Date
160. Benson, Paige	Student Worker	$ 8.00 hr	05/18/2012-06/30/2012
161. Benson, Paige	Student Worker	$ 8.00 hr	05/18/2012-06/30/2012
162. Carvajal, Oscar	Student Worker	$ 8.00 hr	05/18/2012-06/30/2012
163. Falabella, Austin	Student Worker	$ 8.00 hr	05/21/2012-06/30/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

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Classified Employees

APPROVE EMPLOYMENT (Cont.)

Name	Position-Short Term	Salary	Effective Date
164. Herrera, Anthony	Student Worker	$ 8.00 hr	05/21/2012-06/30/2012
165. Humzeh, Alee	Sch Bus Driver Trainee	$ 8.00 hr	12/12/2011-12/29/2011
166. Mills, Havion	Student Worker	$ 8.00 hr	06/01/2012-06/30/2012
167. Mino, Alexander	Student Worker	$ 8.00 hr	06/01/2012-06/30/2012
168. Panov, Brooke	Student Supvr	$10.00 hr	09/05/2012
169. Pike, William	Student Worker	$ 8.00 hr	05/26/2012-06/30/2012
170. Ross, Spencer	Student Worker	$ 8.00 hr	05/11/2012-06/30/2012
171. Sandoval, Leticia	Student Supvr	$10.00 hr	09/05/2012
172. Schwenck, Zachary	Student Worker	$ 8.00 hr	05/27/2012-06/30/2012

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

Name	Position	Location	Salary	Effective Date
173. Archambault, David	Track, Boys Varsity (Asst)	Capistrano Valley HS	$ 260.90 $ 130.45	05/05/2012 05/13/2012
174. Awender, Richard	Baseball, Varsity (Asst)	Capistrano Valley HS	$ 304.40	05/12/2012
175. Caouette, Alan	Softball, Varsity (Head)	Aliso Niguel HS	$ 347.80	05/14/2012
176. DeBlasio, Justin	Volleyball, Boys Varsity (Head)	San Juan Hills HS	$ 326.10	05/07/2012
177. Jones, Russ	Track, Girls Varsity (Asst)	Capistrano Valley HS	$ 260.90	05/05/2012
178. Kear, Casey	Track, Varsity (Asst)	San Juan Hills HS	$ 260.90	05/14/2012
179. Machado, Terri	Tennis, Varsity (Head)	Capistrano Valley HS	$ 326.10	05/05/2012
180. Nelson, Nikolas	Baseball, Varsity (Asst)	Tesoro HS	$ 304.40	05/13/2012
181. Price, Robert	Track, Varsity (Asst)	San Juan Hills HS	$ 260.90	05/14/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

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APPROVE CIF CO-CURRICULAR ASSIGNMENTS (Cont.)

Name	Position	Location	Salary	Effective Date
182. Wilburton, Phil	Golf, Boys Varsity (Head)	Dana Hills HS	$ 163.05	05/14/2012

APPROVE ASB FUNDED ASSIGNMENTS @ $10.00 PER UNIT

Name	Position	Location	Salary	Effective Date
183. Boshers, Tiffany	Strength/Conditioning Basketball	Capistrano Valley HS	$1,000.00	05/28/2012-06/20/2012
184. Calta, Danielle	Pep Squad/Song	Tesoro HS	$2,090.00 per month	06/01/2012-04/30/2013
185. Campbell, Dorothy	Lacrosse, Girls (Asst)	Dana Hills HS	$ 350.00	04/01/2012-05/01/2012
186. Carter, Roger	Band/Orchestra	Capistrano Valley HS	$1,000.00	06/01/2012-06/30/2012
187. Cascardo, Matthew	Baseball, (Asst)	Tesoro HS	$1,600.00	02/04/2012-05/11/2012
188. Clark, Chris	Instrumental Music	Newhart MS	$3,000.00	02/14/2011-06/22/2011
			$ 350.00	09/16/2011-06/20/2012
189. Cook, Michael	Football	Dana Hills HS	$1,000.00	05/14/2012-06/08/2012
190. Crane, Ryan	Track/Cross Country	Dana Hills HS	$ 500.00	09/05/2011-06/20/2012
191. Cunningham, Robert	Football	Dana Hills HS	$1,000.00	05/14/2012-06/08/2012
192. Curtis, Brad	Football	Dana Hills HS	$1,000.00	05/14/2012-06/08/2012
193. Douglas, Don	Golf, (Asst)	Dana Hills HS	$2,700.00	02/13/2012-05/04/2012
194. Estudillo, Estebon	Drill Writing	Capistrano Valley HS	$3,000.00	07/01/2012-06/30/2013
195. Hamren, Robin	Pep Squad/Song	Tesoro HS	$1,909.00 per month	06/01/2012-04/30/2013
196. Henson, Trent	Football	Dana Hills HS	$1,000.00	05/14/2012-06/08/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of June 27, 2012
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APPROVE ASB FUNDED ASSIGNMENTS @ $10.00 PER UNIT (Cont.)

Name	Position	Location	Salary	Effective Date
197. Lufti, Andrea	Cheer	Capistrano Valley HS	$1,800.00 per month	09/01/2011-04/30/2012
	Strength/Conditioning, Cheer/Song		$ 500.00	05/01/2012-06/30/2012
198. Murphy Kevin	Basketball	Dana Hills HS	$ 500.00	03/31/2012-06/02/2012
199. Page, Craig	Football	Dana Hills HS	$ 500.00	05/14/2012-06/08/2012
200. Pfeuffer, Alex	Football	Dana Hills HS	$1,000.00	05/14/2012-06/08/2012
201. Pfeuffer, Bruce	Football	Dana Hills HS	$ 500.00	05/14/2012-06/08/2012
202. Rusinkovich, Jacob	Football	Dana Hills HS	$2,500.00	05/14/2012-06/08/2012
203. Stuart, Cris	Pep Squad/Song	Tesoro HS	$1,636.00 per month	06/01/2012-04/30/2013
204. Torrie, Benjamin	Baseball, (Asst)	Tesoro HS	$3,000.00	02/04/2012-05/11/2012
205. Wagner, Mark	Baseball, (Asst)	Tesoro HS	$3,000.00	02/04/2012-05/11/2012

APPROVE EMPLOYMENT PENDING CLEARANCES

Name	Position-Full Time	Salary	Range Step	Earliest Effective Date
206. Manos, Mary	Senior Staff Secretary (12mo/40hpw)	$3,899.36 mo	R37-2	06/28/2012
207. Wrigley, Anavelyn	Asst Buyer (12mo/40hpw)	$3,047.99 mo	R29-1	06/28/2012

APPROVE PROMOTION

Name	Former Classification	Promotion	Range Step	Effective Date
208. McKinney, Matthew	TSS I (12mo/40hpw)	TSS III (Temp/40hpw)	R48-3	07/01/2012-08/31/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of June 27, 2012
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APPROVE TEMPORARY ADDITIONAL ASSIGNMENT

Name	Additional Assignment	Range Step	Effective Date
209. Infante, Claudia	Blngl Elem Sch Clerk NTE 6 hrs (Employee on Jury Duty)	R27-1	05/24/2012
210. Smith, Susan	Testing Asst NTE 240 hrs (Administer summer CELDT Test)	R19-10	07/01/2012- 09/30/2012

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT PAY AT REGULAR RATE OF PAY

Name	Additional Assignment	Effective Date
211. Argent, Heidi	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
212. Atchity, Shauna	IF-Sp Ed NTE 3 hrs (Accompany student during field trip)	06/19/2012
213. Ayala, Nancy	Inst Asst-Presch NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
214. Beas, Estela	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer) NTE 10 hrs (Attend IEP meetings)	06/22/2012 07/02/2012- 10/15/2012
215. Berkowitz, Kathryn	Inst Asst-Presch NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
216. Bethurum, Connie	Inst Asst-Presch NTE 3 hrs (Assist in closing the classroom for the summer)	06/22/2012
217. Brierley, Magdalena	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
218. Casarrubias-Quinn, Olivia	Presch Teacher NTE 30 hrs (Attend IEP meetings)	06/01/2012- 10/15/2012
219. Centeno, Celina	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
220. Cerventes, Martha	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
221. Cole, Patty	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
222. Copeland, Melonie	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
223. Corner, Stacie	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
224. Cortez, Linda	Inst Asst-Presch NTE 3 hrs (Assist in closing the classroom for the summer)	06/22/2012

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APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)

Name	Additional Assignment	Effective Date
225. Crowe, Carmen	Blngl Comm Svcs Liaison NTE 24 hpw (Assist in preschool registration)	06/25/2012- 08/31/2012
226. Davidson, Suzanne	Sch Clerk I NTE 17.5 hrs (Assist in clerical work)	07/02/2012- 08/02/2012
227. Diaz, Gloria	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
228. Duarte, Diane	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
229. Eden, Cristin	Presch Teacher NTE 10 hrs (Attend IEP meetings)	07/02/2012- 10/15/2012
230. Espinosa, Rita	Inst Asst-Presch NTE 3 hrs (Assist in closing the classroom for the summer)	06/22/2012
231. Flotho, Lisa	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer) NTE 10 hrs (Attend IEP meetings)	06/22/2012 07/02/2012- 10/15/2012
232. Foulds, Lori	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer) NTE 10 hrs (Attend IEP meetings)	06/22/2012 07/02/2012- 10/15/2012
233. Fuertez, Cyrill	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
234. Gaffney, Lanett	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer) NTE 10 hrs (Attend IEP meetings)	06/22/2012 07/02/2012- 10/15/2012
235. Getty, Jacquelyne	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
236. Glesener, Patricia	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer) NTE 35 hrs (Planning preschool curriculum)	06/22/2012 07/01/2012- 08/31/2012
237. Gomez, Lydia	Blngl Clerk NTE 1.5 hrs (Translate for IEP meeting	12/14/2011
238. Gonzalez, Berenice	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
239. Grant, Mary	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
240. Grulkowski, Susan	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
241. Hafemann, Linda	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012

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APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)

Name	Additional Assignment	Effective Date
242. Hamidi, Aurora	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer) NTE 10 hrs (Attend IEP meetings)	06/22/2012 07/02/2012- 10/15/2012
243. Hayes, Natalie	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer) NTE 10 hrs (Attend IEP meetings)	06/22/2012 07/02/2012- 10/15/2012
244. Heesch, Jennifer	Inst Asst-Presch NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
245. Hunstein, Ellen	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
246. Ibara-Cape, Amy	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
247. Jakovich, Jennifer	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
248. Jurdi, Ghada	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer) NTE 10 hrs (Attend IEP meetings)	06/22/2012 07/02/2012- 10/15/2012
249. Katz-Scinico, Dorcas	Presch Teacher NTE 10 hrs (Attend IEP meetings)	07/02/2012- 10/15/2012
250. Kebler, Quincy	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer) NTE 10 hrs (Attend IEP meetings)	06/22/2012 07/02/2012- 10/15/2012
251. La Plante, Victoria	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
252. Landeros, Beatriz	Blngl Clerk NTE 10 hpw (Assist in preschool registration)	05/25/2012- 08/31/2012
253. Lee, Lori	Inst Asst-Presch NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
254. Lee, Nancy	Presch Teacher NTE 20 hrs (Attend IEP meetings)	06/01/2012- 10/15/2012
255. Lee-Murphy, Nancy	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
256. Leslie, Becky	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
257. Lopez, Laura	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
258. Medina, Maria	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012

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APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)

Name	Additional Assignment	Effective Date
259. Miller, Patricia	Inst Asst-Presch NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
260. Milligan, Debra	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer) NTE 10 hrs (Attend IEP meetings)	06/22/2012 07/02/2012- 10/15/2012
261. Miranda, Maria	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
262. Morrow, Susan	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer) NTE 10 hrs (Attend IEP meetings)	06/22/2012 07/02/2012- 10/15/2012
263. Muniz, Maria	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
264. Neiblas, Theresa	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer) NTE 10 hrs (Attend IEP meetings)	06/22/2012 07/02/2012- 10/15/2012
265. Noorzad, Tina	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
266. Oldenburg, Amy	Inst Asst-Presch NTE 3 hrs (Assist in closing the classroom for the summer)	06/22/2012
267. Orozco, Martha	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
268. Parra, Jacqueline	Inst Asst-Presch NTE 9 hrs (Assist in closing the classroom for the summer)	06/22/2012
269. Penny, Fabiane	Blngl Comm Svcs Liaison NTE 2 hrs (Translate for IEP meeting/conference	06/06/2012- 06/07/2012
270. Poudrier, Cindy	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
271. Quinn, Olivia	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
272. Rios, Amada	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
273. Rodriguez, Octavio	Storekeeper/Delivery Driver NTE 40 hpw (Delivering products)	08/27/2012- 08/30/2012
274. Sall, Sam	Storekeeper/Deliver Driver NTE 40 hpw (Delivering products)	08/27/2012- 08/30/2012
275. Sanchez Martinez, Sandra	Blngl Inst Asst-Presch NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
276. Sanchez, Jose	Storekeeper/Delivery Driver NTE 40 hpw (Delivering products)	08/27/2012- 08/30/2012

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APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)

Name	Additional Assignment	Effective Date
277. Satpathy, Mansi	Inst Asst-Presch NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
278. Scinico, Dorcas	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
279. Seay Jr., Laurence	IF-Sp Ed NTE 3 hrs (Accompany student during field trip)	06/19/2012
280. Serrano, Carmen	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
281. Settineri, Daneen	Inst Asst-Presch NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
282. Seyed-Moghaddam, Mahvash	Inst Asst-Presch NTE 1 hr (Medical training)	05/04/2012
283. Sherwood, Virginia	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
284. Smith, Arah	Inst Asst-Presch NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
285. Sosa, Cesar	Storekeeper Deliver Driver NTE 40 hpw (Delivering products)	08/27/2012- 08/30/2012
286. Todd, Nancy	Academic Advisor NTE 52 hrs (Summer academy program)	07/25/2012- 08/03/2012
287. Torres, Rocio	Inst Asst-Presch NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
288. Valles, Susan	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer) NTE 30 hpw (Assist in preschool registration)	06/22/2012 07/01/2012- 08/24/2012
289. Vargas, Estrella	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
290. Vazquez, Obdulia	Blngl Comm Svcs Liaison NTE 10 hrs (Testing proctor)	06/22/2012- 06/23/2012
291. Villella, Janet	Inst Asst-Presch NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
292. White, Julia	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012
293. White, Laurie	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer) NTE 10 hrs (Attend IEP meetings)	06/22/2012 07/02/2012- 10/15/2012
294. Ybarra, Gigi	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012

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APPROVE TEMPORARY ADDITIONAL ASSIGNMENT PAY AT REGULAR RATE OF PAY (Cont.)

Name	Additional Assignment	Effective Date
295. Yerena, Maricela	Presch Teacher NTE 6 hrs (Assist in closing the classroom for the summer)	06/22/2012

APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED FOR VACANT POSITION OR ABSENT EMPLOYEE

Name	Current Assignment	Classification Sub As Needed	Range Step	Effective Date
296. Bonnin, Jill	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	05/16/2012-06/20/2012
297. Solarczyk-Riyhani, Evelyn	Sub Teacher	Student Supvr	$10.00 hr	04/01/2012-05/04/2012

APPROVE SUMMER EMPLOYMENT

Name	Position	Salary	Range Step	Effective Date
298. Cox, Patricia	Sch Clerk I	$21.34 hr	R23-15	06/25/2012-07/27/2012
299. Heesch, Jennifer	Inst Asst-Presch	$14.78 hr	R20-2	06/25/2012-07/20/2012
300. Lopez, Laura	Presch Teacher	$24.36 hr	R31-10	06/25/2012-07/20/2012
301. Miller, Laurie	HS Campus Supvr	$21.34 hr	R25-10	06/25/2012-07/27/2012
302. Rodriguez, Laura	Lead FS Worker I	$20.32 hr	R23-10	06/25/2012-07/30/2012
303. Smith, Christine	HS Library Media Tech	$22.99 hr	R28-10	06/01/2012-07/27/2012
304. Vazquez, Obdulia	Blngl Comm Svcs Liaison	$19.35 hr	R23-6	07/02/2012-08/04/2012

APPROVE LEAVES OF ABSENCE

Name	Reason	Effective Date
305. Yount, Paula	Personal	06/04/2012-06/20/2012

REVISED 6-22-12

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ACCEPT RESIGNATIONS/TERMINATIONS

Name	Position Title	Reason	Original Hire Date	Date of Separation
1. Berkman, Daniel	Substitute Teacher	District Initiated	12/05/2003	06/01/2012
2. Boley, Heather	Substitute Teacher	District Initiated	06/03/2011	04/26/2012
3. Carroll, Janelle	Substitute Teacher	District Initiated	10/18/2011	04/26/2012
4. Christensen, Deni	Exec Dir Sec Sch Ad Alt Ed Program	Other Employment	09/02/1994	06/29/2012
5. Clay, Julie	Substitute Teacher	District Initiated	05/15/2012	06/05/2012
6. Cooper, Loretta	Substitute Teacher	District Initiated	10/06/2011	04/26/2012
7. Davidson, Audrey	Substitute Teacher	District Initiated	02/23/2011	05/22/2012
8. Davis, Amy	Teacher	Other Employment	01/04/1999	06/21/2012
9. Eckmann, Michael	Substitute Teacher	District Initiated	10/19/2011	04/26/2012
10. Ellis, Cadee	Substitute Teacher	District Initiated	05/18/2011	06/11/2012
11. Entwistle, Conley	Substitute Teacher	District Initiated	10/11/2011	04/26/2012
12. Erickson, Kathleen	Substitute Teacher	District Initiated	10/12/2011	04/26/2012
13. Eustis, Madeline	Substitute Teacher	District Initiated	10/18/2011	04/26/2012
14. Faxon, Veronica	Substitute Teacher	District Initiated	09/21/2011	04/26/2012
15. Fitzgerald, Richard	Substitute Teacher	District Initiated	09/08/2010	05/22/2012
16. Flores, Julio	Teacher	Personal	09/01/2011	06/21/2012
17. Foes, Christopher	Substitute Teacher	District Initiated	10/20/2011	04/26/2012
18. Fong, Heather	Substitute Teacher	District Initiated	09/27/2011	04/26/2012
19. Fults, Bob	Substitute Teacher	District Initiated	10/18/2011	04/26/2012
20. Gilbertson, Steven	Substitute Teacher	Voluntary	12/14/2009	06/14/2012
21. Hernandez, Diana	Substitute Teacher	District Initiated	10/27/2012	04/26/2012
22. Hertogh, Janet	Substitute Teacher	District Initiated	09/30/2011	04/26/2012
23. Hill, Gail	Substitute Teacher	District Initiated	05/31/2011	04/26/2012
24. Howard, Christopher	Substitute Teacher	District Initiated	10/07/2011	04/26/2012
25. Johnson, Andrew	Substitute Teacher	District Initiated	10/03/2011	04/26/2012
26. Koerner, Janene	Substitute Teacher	District Initiated	10/17/2011	04/26/2012
27. Krueger, Christine	Substitute Teacher	Voluntary	10/11/2010	06/12/2012
28. Kulik, Gina	Substitute Teacher	District Initiated	10/18/2011	04/26/2012
29. Leland, Noelle	Substitute Teacher	District Initiated	10/07/2002	06/01/2012
30. Major, Aimee	Substitute Teacher	District Initiated	05/13/2011	04/26/2012
31. Marcos, Lauren	Teacher	Personal	09/02/2010	06/20/2012
32. Marroquin, Jani	Substitute Teacher	District Initiated	10/10/2011	04/26/2012
33. Mayo, John	Substitute Teacher	District Initiated	12/02/2005	05/22/2012
34. Meade-Poladian, Mary Ann	Substitute Teacher	District Initiated	10/14/2010	04/26/2012
35. Montgomery, Charlene	Substitute Teacher	District Initiated	05/15/2012	06/05/2012
36. Morcos, Marc	Substitute Teacher	District Initiated	06/13/2011	04/26/2012

EXHIBIT 42

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ACCEPT RESIGNATIONS/TERMINATIONS (Cont.)

Name	Position Title	Reason	Original Hire Date	Date of Separation
37. Mostero, Jennifer	Substitute Teacher	District Initiated	10/12/2011	04/26/2012
38. Nyhan, John	Substitute Teacher	District Initiated	10/03/2011	05/22/2012
39. Pintauro, Stefanie	Teacher	Personal	09/02/2010	06/22/2012
40. Ramage, Susan	Substitute Teacher	Moving	05/15/2012	06/07/2012
41. Rogers, Heather	Substitute Teacher	District Initiated	05/15/2012	06/05/2012
42. Schnaas, Katie	Substitute Teacher	District Initiated	05/15/2012	06/05/2012
43. Sherrill, Marvin	Substitute Teacher	District Initiated	10/25/2005	04/26/2012
44. Soto-Veeh, Shannon	Principal-MS	Other Employment	08/29/1997	06/29/2012
45. Strickland, Gerry	Dir V, Transition Programs	Retirement	09/09/1983	06/30/2012
46. Sutulic, Kari	Speech Pathologist	Relocation	08/30/2011	06/30/2012
47. Van Dixhorn, Kimberly	Substitute Teacher	Voluntary	08/19/2010	06/13/2012
48. Vath, Channon	Substitute Teacher	District Initiated	10/13/2011	04/26/2012
49. Villavicencio, Catherine	Substitute Teacher	Other Employment	05/15/2012	06/12/2012
50. Walker, Mark	Substitute Teacher	District Initiated	10/11/2011	05/22/2012
51. Wheeler, Bonnie	Substitute Teacher	Voluntary	09/23/2011	06/13/2012
52. Wilkerson, Travis	Substitute Teacher	District Initiated	10/17/2011	04/26/2012
53. Williams, Linda	Substitute Teacher	District Initiated	05/09/2011	04/26/2012
54. Wilson, Nyquita	Substitute Teacher	District Initiated	10/17/2011	04/26/2012
55. York, Karissa	Substitute Teacher	District Initiated	05/24/2012	06/05/2012

APPROVE SUBSTITUTE TEACHERS

Pay @ $90.00 per day

56. Lagunas, Ruby
57. Ruiz, Nancy
58. Wiesen, Melissa

APPROVE SUMMER SCHOOL

Summer Academy Program for At-Risk Students – Marco Forester MS
Not to exceed 8 hours non-instructional pay @ $30.00 per hour
Not to exceed 30 hours instructional pay @ $35.00 per hour
07/23/2012-08/10/2012

59. Cady, Scott
60. Carr, Mary
61. Corbin, Nick
62. Gant, Tina
63. Passarelli, Kendra
64. Rader, Melinda
65. Reina, Renato
66. Rodriguez, Cathy

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APPROVE SUMMER SCHOOL (Cont.)

Biology – SCHS
Not to exceed 138 hours instructional pay @ $35.00 per hour
Not to exceed 6 hours non-instructional pay @ $30.00 per hour
06/25/2012-07/27/2012

67. Clarke, Kristine
68. Wilson, Duncan

Drivers Education – SCHS
Not to exceed 60 hours instructional pay @ $35.00 per hour
Not to exceed 4 hours non-instructional pay @ $30.00 per hour
06/25/2012-07/16/2012

69. Shick, Allison

ESL Program – Adult Education
Not to exceed 19.5 hours per week pay @ $32.00 per hour
Not to exceed 150 hours pay @ $32.00 per hour
06/25/2012-07/30/2012

70. Ibbotson, Jill
71. McDevitt, Nicole
72. Mulligan, Shawn
73. Skaron, Deborah
74. Sommerville, Nancy
75. Tomlinson-Segura, Kristen
76. Waterbury, Linda

GED/HSD Program – Adult Education
Not to exceed 19.5 hours per week pay @ $32.00 per hour
06/25/2012-07/30/2012

77. Ambrosini, Linda
78. Corrales, Javier
79. Dempsey, Patrice
80. Hanson, Kathryn
81. Hillabrant, Jill
82. LeVeque, Maryly
83. Lopata, Sharon Kelley
84. McPhillips, Nancy
85. Miertschin, Lauren
86. Puelma, Estela
87. Vermeulen, Don
88. Vermeulen, Mary Ann
89. Violette, Jan
90. Woolley, Dianne

Vocational Program – Adult Education
Not to exceed 19.5 hours per week pay @ $32.00 per hour
06/25/2012-07/30/2012

91. Busch, Marc
92. Costa, Ross
93. Easley, MaryAnn
94. Istrate, Lavinia
95. Luttrell, John
96. Vartanian, Laurie

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APPROVE ADDITIONAL ASSIGNMENTS

AP Review – Multiple Sites
Not to exceed 5 hours instructional pay @ $35.00 per hour
03/01/2012-05/15/2012

97. Clarke, Kristine
98. Coghill, Molly
99. Compean, Leonardo
100. Dang-Wright, Dolores
101. Dyer, Blair
102. Gammell, Mark
103. Johnson, Georgette
104. Mairs, Robin
105. Prinz, Jeff
106. Ritscher, Nathaniel
107. Soto, Tony
108. Vermeulen, Mary Anne
109. Wallace, Danielle
110. Wigglesworth, Michael

Planning and Prep for After-School Tutoring Program – Multiple Sites
Not to exceed 12 hours non-instructional pay @ $30.00 per hour
Not to exceed 12 hours pay @ $18.00 per hour
12/13/2011-05/30/2012

111. Morales, Star
112. Romo-Higley, Rosa
113. Skelly, Barbara
114. Villafranca-Ruiz, Estrella

Saturday School – Multiple Sites
Not to exceed 30 hours instructional pay @ $35.00 per hour
05/08/2012-06/20/2012

115. Chavez-Rock, Barbara
116. Ruffer, Stacy
117. Wanders, Chad

Summer Intervention Program – RH Dana Elem
Not to exceed 15 hours instructional pay @ $35.00 per hour
Not to exceed 1 hour non-instructional pay @ $30.00 per hour
Not to exceed 15 hours pay @ $18.00 per hour
08/13/2012-08/24/2012

118. Cooper, Laurie
119. Lukens, Cynthia
120. McGaffin, Jan
121. Paradise, Susan
122. Pitkin, Bonny
123. Primer, Marina

Conduct Kindergarten Assessment Testing – Vista del Mar Elem
Not to exceed 4 hours instructional pay @ $35.00 per hour
08/23/2012-08/24/2012

124. Abbott, Amy
125. Brown, Kellie
126. Cheatley, Shannon
127. Imlay-Markel, Erika
128. Stamen, Barbara

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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

BTSA Program Biennial Report – Vista del Mar MS
Not to exceed 50 hours non-instructional pay @ $30.00 per hour
07/01/2012-09/01/2012

129. Dewees, Julia

Prep for After-School Tutoring Program – Adult Education
Not to exceed 12 hours pay @ $32.00 per hour
12/13/2011-05/30/2012

130. Ibbotson, Jill

Algebra Camp – Education Division
Not to exceed 2 hours instructional pay @ $35.00 per hour
Not to exceed 1 hour non-instructional pay @ $30.00 per hour
06/28/2012

131. Miller, Teresa
132. Pagliei, Jennifer
133. Wenk, James

Home/Hospital – Education Division
Not to exceed 5 hours per week instructional pay @ $35.00 per hour
05/21/2012-06/21/2012

134. Dewees, Julia
135. Gutridge, Megan
136. Haninger, Corrine
137. Hanscome, Lindsey
138. Marzolo, Gary
139. Szczudlak, Lisa
140. Thompson, Laura
141. Watson, Christy

Home/Hospital – Special Education
Not to exceed 5 hours per week instructional pay @ $35.00 per hour
05/16/2012-06/30/2012

142. Hindman, DeeAnn
143. Schwartzberg, Jake
144. Turney, Jason

Site Technology Coordinators – TIS
Not to exceed 8 hours non-instructional pay @ $30.00 per hour
06/01/2012-06/29/2012

145. Burkardt, Jennifer
146. Gregerson, Bridget
147. Wilson, Keith

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APPROVE CO-CURRICULAR ASSIGNMENTS

Name	Position	Location	Salary	Effective Date
148. Bailey, Randy	Outdoor Education, Elementary	Barcelona Hills Elem	$ 109.00 per night	05/21/2012-05/24/2012
149. Campbell, Blake	ASB Elementary	George White Elem	$1,304.00	09/05/2012-06/19/2013
150. Dendel, Ranna	Department Chairperson, Middle School	Marco Forster MS	$1,522.00	09/07/2011-02/03/2012
151. George, Lori	Outdoor Education, Elementary	Barcelona Hills Elem	$ 109.00 per night	05/21/2012-05/24/2012
152. Martin, Robert	Outdoor Education, Elementary	Malcom Elem	$ 109.00 per night	05/14/2012-05/15/2012
153. Medina-Sabad, Kristen	Department Chairperson, Middle School	Marco Forster MS	$1,522.00	02/06/2012-06/20/2012
154. Meserve, Roklyn	ASB Elementary	Hidden Hills Elem	$1,304.00	09/07/2011-06/21/2012
155. Takach, Eric	Department Chairperson, Middle School	Marco Forster MS	$3,044.00	09/07/2011-06/21/2012

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

Name	Position	Location	Salary	Effective Date
156. Brail, Richard	Baseball, Varsity (Head)	Tesoro HS	$ 347.80	05/14/2012
157. Brown, Rich	Baseball, Varsity (Asst)	San Clemente HS	$ 304.40	05/14/2012
158. Corbett, Kevin	Track, Varsity (Asst)	San Clemente HS	$ 130.45	05/14/2012
159. DiLeo, Tim	Tennis, Boys Varsity (Head)	Tesoro HS	$ 163.05	05/13/2012
160. Gellantly, Dave	Baseball, Varsity (Head)	San Clemente HS	$ 347.80	05/14/2012
161. Hansen, Craig	Baseball, Varsity (Head)	Aliso Niguel HS	$ 347.80	05/14/2012
162. Higginson, Patrick	Swimming, Girls Varsity (Head)	Capistrano Valley HS	$ 326.10	05/05/2012
163. Hurlbut, Mike	Golf, Boys Varsity (Head)	San Clemente HS	$ 163.05	05/14/2012

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APPROVE CIF CO-CURRICULAR ASSIGNMENTS (Cont.)

Name	Position	Location	Salary	Effective Date
164. Johnson, Dan	Track, Boys Varsity (Head)	San Clemente HS	$ 173.90	05/12/2012
165. Kokx, Aaron	Baseball, Varsity (Asst)	Aliso Niguel HS	$ 304.40	05/14/2012
166. Middlebrook, Stacy	Track, Girls Varsity (Head)	Aliso Niguel HS	$ 173.80	05/20/2012
167. Minier, Michael	Golf, Varsity (Head)	Capistrano Valley HS	$ 326.10	05/05/2012
			$ 163.05	05/08/2012
168. Mulligan, Shawn	Track, Varsity (Head)	San Clemente HS	$ 347.80	05/14/2012
169. Munsell, Donald	Softball, Varsity (Head)	Tesoro HS	$ 347.80	05/14/2012
170. Nolan, Catherine	Track, Girls Varsity (Head)	San Juan Hills HS	$ 347.80	05/14/2012
171. Proodian, Dave	Track, Girls, Varsity (Head)	San Clemente HS	$ 173.90	05/14/2012
172. Sayles, Kenneth	Track, Girls Varsity (Head)	Capistrano Valley HS	$ 347.80	05/05/2012
	Track, Boys Varsity (Head)		$ 347.80	05/05/2012
			$ 173.90	05/13/2012
173. Stephens, John	Tennis, Varsity (Head)	San Clemente HS	$ 163.05	05/10/2012
174. Summers, Robert	Track, Boys Varsity (Head)	San Juan Hills HS	$ 347.80	05/14/2012
175. Tinker, James	Golf, Varsity (Head)	San Juan Hills HS	$ 326.10	05/14/2012
176. Wachenheim, Paul	Softball, Varsity (Asst)	Tesoro HS	$ 304.40	05/14/2012
177. Walsh, John	Track, Boys Varsity (Head)	Aliso Niguel HS	$ 347.80	05/07/2012
178. Westling, Wayne	Golf, Boys Varsity (Head)	Aliso Niguel HS	$ 326.10	05/07/2012
			$ 163.05	05/09/2012
179. Wooten, Jeremey	Baseball, Varsity (Head)	San Juan Hills HS	$ 347.80	05/14/2012
180. Yancey, Steven	Swimming, Boys Varsity (Head)	Capistrano Valley HS	$ 326.10	05/05/2012
181. Zamora, Robert	Baseball, Varsity (Head)	Capistrano Valley HS	$ 347.80	05/12/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of June 27, 2012
Certificated Employees

APPROVE ASB FUNDED ASSIGNMENTS @ $10.00 PER UNIT

Name	Position	Location	Salary	Effective Date
182. Cullinan, Robert	Basketball, Girls	Dana Hills HS	$1,000.00	05/01/2012-06/16/2012
183. Hamro, Jon	Football	San Clemente HS	$1,500.00	01/04/2012-05/04/2012
184. Mark, Joe	Wrestling	San Clemente HS	$1,500.00	02/13/2012-05/04/2012
185. Meserve, Roklyn	ASB Elementary	Hidden Hills Elem	$1,304.00	09/07/2011-06/21/2012
186. Owens, John	Wrestling	San Clemente HS	$1,000.00	02/13/2012-05/04/2012
187. Wood, Joe	Football	San Clemente HS	$ 500.00	01/04/2012-05/04/2012
188. York, Mark	Strength/Conditioning, Track	Capistrano Valley HS	$3,178.75	05/04/2012-06/19/2012

APPROVE LEAVES OF ABSENCE

Name	Reason	Effective Date
189. Balogh, Michelle	Personal	2012-2013
190. Veravanich, Stephanie	Personal	2012-2013