

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

BOARD OF TRUSTEES  
Regular Meeting

February 13, 2013

Closed Session 6:00 p.m.  
Open Session 7:00 p.m.

**AGENDA**

**CLOSED SESSION AT 6:00 P.M.**

**1. CALL TO ORDER**

**2. CLOSED SESSION COMMENTS**

**3. CLOSED SESSION (as authorized by law)**

**A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Dr. Joseph M. Farley/Clark Hampton/John Forney  
Parcel on the west side of La Pata due east from San Juan Hills High School  
(Pursuant to Government Code §54956.8)

**EXHIBIT 3A**

**B. STUDENT EXPULSIONS**

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

**EXHIBIT 3B1-B6**

**C. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**

- 1) High School Principal
  - 2) High School Activities Director
  - 3) Supervisor IV, Transportation Operations
- (Pursuant to Government Code §54957)

**EXHIBIT 3C1-C3**

**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**

*Student Body President's Report – San Juan Hills High School*

**BOARD AND SUPERINTENDENT COMMENTS**

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

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

**DISCUSSION/ACTION ITEMS**

**1. RATIFICATION OF CERTIFICATE OF COMPLIANCE:**

The Board is asked to ratify a project specific Certificate of Compliance form for use between the Rancho Mission Viejo Community Development Company (RMV) and the District relating to the building of model homes for new housing projects planned within the District. This will provide for a provisional agreement while a formal mitigation agreement between the District and RMV is being negotiated. The mitigation agreement will fund school sites and facilities for students who will eventually reside in the housing developments. The Certificate of Compliance provides evidence to the construction permit issuing authority, in this case the County of Orange, that builders have satisfied a statutory requirement to mitigate the impact students residing in the homes will have on District facilities. The exhibit to this item includes information on the mitigation fees. This Certificate of Compliance, including the project specific Exhibit A, will be executed each time a home builder requests a permit for a model home from the County and pays the appropriate fees to the District.

*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Joseph M. Farley, Superintendent*

**Staff Recommendation**

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

Following discussion, it is recommended the Board of Trustees approve the ratification of the Certificate of Compliance.

DISCUSSION/  
ACTION  
Page 1  
**EXHIBIT 1**

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

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

**2. REPORT ON THE I-5/ORTEGA INTERCHANGE PROJECT:**

The purpose of this item is to update the Board of Trustees on the I-5/Ortega interchange construction project and the efforts to minimize impact on surrounding school operations. District staff and a representative from the California Department of Transportation will provide a PowerPoint presentation.

*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. This is an information item only and no Board action is necessary.

INFORMATION/  
DISCUSSION  
Page 3  
**EXHIBIT 2**

**3. REPORT ON THE I-5/AVENIDA PICO CONSTRUCTION PROJECT:**

The purpose of this item is to update the Board of Trustees on the I-5/Avenida Pico construction project scheduled for Fall 2013 and the efforts to minimize impact on surrounding school operations. District staff and a representative from the Orange County Transit Authority will provide a PowerPoint presentation.

*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. This is an information item only and no Board action is necessary.

INFORMATION/  
DISCUSSION  
Page 43  
**EXHIBIT 3**

**4. MODIFICATIONS TO THE BOARD MEETING AGENDA:**

The format of the Board meeting agenda was changed significantly after a subcommittee of the Superintendent and three Trustees developed modifications that were approved by the entire Board and then implemented. At the September 24, 2012, Board meeting, Trustee Addonizio asked to return to having a formal report on each agenda item that includes background information, current considerations, financial implications, and staff recommendations. These elements are currently incorporated into the agenda listing description. However, staff is providing this memo format as the first page of an exhibit for any Discussion/Action and Information/Discussion item requiring more detailed background information than is provided in the item's description. After discussing Trustee Addonizio's suggestion, Trustees requested the matter be brought back to the Board after newly elected Trustees were in place. The exhibit includes examples of the following:

- An agenda listing from the February 8, 2011, Board meeting that would be the new agenda listing format upon approval of changes
- A Discussion/Action exhibit from the February 8, 2011, Board meeting
- A Consent Calendar exhibit from the February 8, 2011, Board meeting

*CUSD Strategic Plan Pillar 5: Effective Operations*

*Contact: Joseph M. Farley, Superintendent*

Staff Recommendation

It is recommended the Board of Trustees discuss the suggested revisions and provide direction to the Superintendent concerning the desired format of the Board agenda.

DISCUSSION/  
ACTION  
Page 61  
**EXHIBIT 4**

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

**5. BOUNDARY ADJUSTMENTS FOR BARCELONA HILLS STUDY AREAS:**

INFORMATION/  
DISCUSSION  
Page 71  
**EXHIBIT 5**

In 2012, the Board of Trustees voted to repurpose Barcelona Hills Elementary School for Oxford Preparatory Academy. For the 2011-2012 school year, families residing within the Barcelona Hills attendance areas were given the option of enrolling at Castille or Reilly elementary school. At this time, staff is recommending that the former Barcelona Hills study areas be reassigned to Castille and Reilly elementary schools as follows: Assign study areas 0010, 0020, and 0031 to the Castille Elementary School attendance area. Assign study areas 0032 and 0090 to the Reilly Elementary School attendance area. No existing students would be moved under this proposal. This proposed boundary adjustment allows room for open enrollment to accommodate any concerns for the potential separation of siblings. Under this proposal, neither site will reach their historical maximum enrollment within the next six years.

*CUSD Strategic Plan Pillar 5: Effective Operations*

*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. This is an information item only and no Board action is necessary.

**6. SECOND READING – BOARD POLICY 5126, STATE SEAL OF BILITERACY:**

DISCUSSION/  
ACTION  
Page 79  
**EXHIBIT 6**

The State Seal of Biliteracy recognizes high school graduates who have attained a high level of proficiency in speaking, reading, and writing, one or more languages in addition to English. The State apportions the Golden State Seal Merit Diploma program monies to create an electronic or sticker insignia for student diplomas and/or transcripts. Students qualify if they have both a competency in English, as measured by classwork and standardized testing, as well as a competency level in a world/foreign language offered within the District curriculum. English learners who have mastered English, in addition to their primary language, can also qualify for the distinction. District staff will verify requirements have been met and attach the State Seal of Biliteracy to diplomas and/or transcripts. Monies received from state appropriation for the Golden State Seal Merit Diploma would offset the costs; therefore, there are no costs associated with this item.

*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 Board Policy 5126, *Seal of Biliteracy*.

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

**7. FIRST READING – REVISIONS TO BOARD POLICY 5119, OPEN ENROLLMENT:**

INFORMATION/  
DISCUSSION  
Page 81  
**EXHIBIT 7**

This item presents a first reading of proposed changes to Board Policy 5119, *Open Enrollment*. Proposed revisions include changing the name of this policy from Open Enrollment to School of Choice to eliminate confusion with the Open Enrollment Act implemented by the California Department of Education, as well as eliminating the second open enrollment window, which will streamline staffing and student placement in preparation for the beginning of the school year.

*CUSD Strategic Plan Pillar 3: Academic Achievement & 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. This is an information item only and no Board action is necessary.

**CONSENT CALENDAR**

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

**GENERAL FUNCTIONS**

- 8. **SCHOOL BOARD MINUTES:** Page 85  
**EXHIBIT 8**  
Approval of the minutes of the January 23, 2013, regular Board meeting.  
*Contact: Jane Boos, Manager, Board Office Operations*
  
- 9. **SCHOOL BOARD MINUTES:** Page 93  
**EXHIBIT 9**  
Approval of the minutes of the January 28, 2013, special Board meeting.  
*Contact: Jane Boos, Manager, Board Office Operations*

**CURRICULUM & INSTRUCTION**

- 10. **SINGLE SCHOOL PLANS FOR STUDENT ACHIEVEMENT AND BUDGETS FOR 2012-2013:**  
Approval of the Single School Plans for Student Achievement and Budgets (SPSA) for the 2012-2013 school year. As required by SB374, the purpose of each school's SPSA is to create a cycle of continuous improvement of student performance, and to ensure all students succeed in reaching academic standards set by the State Board of Education. Each plan is developed and initially approved through a process conducted by the school site advisory committee that includes stakeholder input. Plans are written to cover a two-year period but are updated annually. The outlined action plans and related expenditures are implemented throughout the school year and serve as a framework for each school's efforts. Each school's plan is reviewed and approved by its School Site Council, which is composed of a balanced group representing parents, community members, and staff.  
*CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment*  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services*

**BUSINESS & SUPPORT SERVICES**

- 11. **PURCHASE ORDERS, COMMERCIAL WARRANTS, AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS:** Page 95  
**EXHIBIT 11**  
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 \$858,300.78; the commercial warrants total \$8,341,947.69. 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. Attachment 4 is a list of previously Board-approved by vendor warrants exceeding \$250,000.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*

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

A number of gifts have been donated to the District, including \$34,722.02 in cash. These funds will be deposited in the appropriate school accounts. Items other than cash have no financial impact on the budget. The District does not guarantee maintenance of items or the expenditure of any District funds for continued use.

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

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

Page 137

**EXHIBIT 12**

**13. INDEPENDENT CONTRACTOR, MASTER CONTRACT, AND PROFESSIONAL SERVICES AGREEMENTS:**

Approval and ratification of District standardized Independent Contractor, Master Contract, and Professional Services Agreements. Due to state budget cuts to schools over the last several years, staff requests contractors to reduce their fees for services by ten percent. The expenditures related to the listed agreements were previously authorized as part of the District's budget approval process. The agreements total \$92,275.00.

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 3: Academic Achievement & Enrichment*

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

Page 139

**EXHIBIT 13**

**14. SPECIAL EDUCATION SETTLEMENT AGREEMENTS:**

Approval of the ratification of special education settlement agreement #2012110447, California Department of Education Compliance Complaint S-0418-12/13, and Informal Dispute Resolution agreement #122612. Due to the confidential nature of the agreements, 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*

**15. SPECIAL EDUCATION SETTLEMENT AGREEMENT:**

Approval of special education settlement agreement #2012110748. Due to the confidential nature of the agreement, supporting information is provided to Trustees under separate cover.

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

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

**16. AGREEMENT FOR ARCHITECTURAL AND RELATED SERVICES WITH WLC ARCHITECTS INCORPORATED:**

Approval of Agreement for Architectural and Related Services with WLC Architects, Incorporated (WLC) to complete the Capistrano Valley High School Performing Arts Center project. WLC is the architect of record with the Division of State Architect on this project. WLC's contract with the District expires February 24, 2013. In order to complete the contract, approximately \$109,000 in architectural services remains to be completed, funded from CFD 87-1.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

Page 173

**EXHIBIT 16**

17. **EXTENSION OF AGREEMENT FOR BID NO. 1011-10, ROOFING REPAIRS AND MAINTENANCE DISTRICTWIDE – ARCHITECTURAL ROOFING SYSTEMS, INCORPORATED, DBA PACIFIC ROOFING SYSTEMS:** Page 205  
EXHIBIT 17  
Approval of the extension of the agreement for roofing repairs and maintenance to be provided by Pacific Roofing Systems. The vendor was sent a letter requesting reduced pricing for the contract renewal term, March 9, 2013, through March 8, 2014. Pacific Roofing Systems responded, offering reduced pricing on 20 items, while maintaining pricing on the remaining 73 items. This contract provides roof repairs and maintenance for all facilities throughout the District. Estimated annual expenditures utilizing this contract are approximately \$350,000, funded from deferred maintenance, routine restricted maintenance, modernization accounts, and site funds.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services.*
18. **EXTENSION OF BID NO. 1011-08, MILK AND DAIRY PRODUCTS – HOLLANDIA DAIRY, INCORPORATED:** Page 231  
EXHIBIT 18  
Approval of extension of Bid No. 1011-08 for milk and dairy products provided by Hollandia Dairy Incorporated. This contract provides competitive pricing for milk and dairy products for all school sites and the central kitchen. Milk and dairy products are experiencing an upward commodity pricing due to the farm milk price, an increase in the price of grain, energy costs, and labor costs. Milk and dairy prices are adjusted monthly by the California Department of Food & Agriculture. The annual expenditures under this agreement are not to exceed \$600,000, funded by Food and Nutrition Services.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
- PERSONNEL SERVICES**
19. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:** Page 255  
EXHIBIT 19  
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*
20. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:** Page 263  
EXHIBIT 20  
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*
21. **QUARTERLY REPORT – WILLIAMS SETTLEMENT UNIFORM COMPLAINT:** Page 271  
EXHIBIT 21  
Acceptance of Williams Settlement Second Quarter Report. As a result of the Williams Settlement, Education Code §35186 mandates school districts establish policies and procedures to resolve deficiencies related to textbooks and instructional materials, teacher vacancies or misassignments, facility conditions posing a threat to student/staff health or safety, and instruction and services for the California High School Exit Examination. Furthermore, the law requires that any deficiencies or complaints be reported to the Board of Trustees at a regularly scheduled public meeting each quarter. There are no deficiencies or complaints to report this quarter.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services*

~~22. AUTHORIZATION OF COACHES TO PROVIDE SECOND SEMESTER PHYSICAL EDUCATION CREDIT:~~

Page 273  
EXHIBIT 22

Item pulled on  
2-8-13

~~Approval of teachers who are credentialed in subjects other than physical education (PE) to provide PE credit to students in that respective sport. Districts may assign a teacher with a credential in a subject area other than PE to coach a competitive sport and award physical education credit to students. State law requires that such teachers be full time employees of a district, complete a minimum of 20 hours of first aid instruction, have training on the harmful effects of steroid use, and be approved by the Board of Trustees. It has been determined that all teachers who do not hold a physical education credential, but are assigned coaching activities for which such credit is given, are full time employees of the District and have completed cardiopulmonary resuscitation and first aid instruction. Therefore, it is now appropriate for the Board to approve teachers so assigned. Coaching stipends are budgeted and funded through the general fund or booster club donations.~~

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

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

Motion by \_\_\_\_\_                      Seconded by \_\_\_\_\_  
ROLL CALL:  
Student Advisor Madison Wolfert \_\_\_\_\_  
Trustee Addonizio \_\_\_\_\_                      Trustee Hatton \_\_\_\_\_  
Trustee Bryson \_\_\_\_\_                      Trustee Pritchard \_\_\_\_\_  
Trustee Hanacek \_\_\_\_\_                      Trustee Reardon \_\_\_\_\_  
Trustee Alpay \_\_\_\_\_

**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 WEDNESDAY, FEBRUARY 27, 2013, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

For information regarding Capistrano Unified School District, please visit our website: [www.capousd.org](http://www.capousd.org)



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

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

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

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

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

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

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

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

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

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

#### REASONABLE ACCOMMODATION

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



# Capistrano Unified School District

## CERTIFICATE OF COMPLIANCE

DATE SUBMITTED: \_\_\_\_\_

RECEIPT NO: \_\_\_\_\_

DATE PAID: \_\_\_\_\_

CHECK NO: \_\_\_\_\_

SCHOOL DIST. NO: \_\_\_\_\_

GRID CODE: \_\_\_\_\_

Project Name: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street) (Community, ST) (Zip)

Project Applicant: \_\_\_\_\_

Phone: \_\_\_\_\_

Applicant Address: \_\_\_\_\_  
(Street) (Community, ST) (ZIP)

Project Tract Map No.: \_\_\_\_\_ Assessor Parcel No. (s): \_\_\_\_\_

Lot No(s): \_\_\_\_\_

Comments:

(Do not write below this line -- for School District staff use)

### STATUS OF PROJECT

Exhibit A, attached hereto, is incorporated herein by this reference. Issuance of this Certificate of Compliance ("COC") is subject to the Applicant and District's execution of the condition attached as Exhibit A. This COC is void if not accompanied by a fully executed Exhibit A. Applicant is hereby noticed that any party filing a protest regarding the imposition of fees associated with this COC must do so within 90 days from the payment of the fee.

Enclosed and Covered Area: \_\_\_\_\_ x Rate: \_\_\_\_\_ = FEE: \_\_\_\_\_

Number of Buildings: \_\_\_\_\_

School District Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

**EXHIBIT A**

**CONDITION OF CERTIFICATE OF COMPLIANCE**

As a condition of this Certificate of Compliance, the Capistrano Unified School District (“District”) and RMV Community Development, LLC (“Applicant”) are currently negotiating the terms of a school facilities funding agreement relating to “The Ranch Project” as approved by the County of Orange (“Ranch Plan Agreement”) and agree as follows: (i) the District’s issuance of this Certificate of Compliance for model homes shall not constitute a waiver of rights the District may assert in such negotiations, or any proceedings relating to the obligation of Applicant or its successors to provide school sites and fund school facilities to meet the needs of students resulting from development of The Ranch Project with respect to the preconditions for issuance of Certificates of Compliances for The Ranch Project; and (ii) the District shall hold the funds paid by Applicant for this Certificate of Compliance and apply them as ultimately provided for in the Ranch Plan Agreement, or as the District may determine is appropriate if no Ranch Plan Agreement is reached.

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

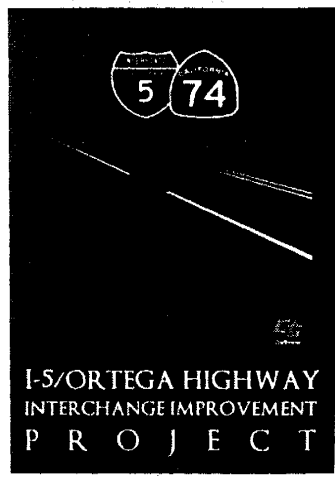
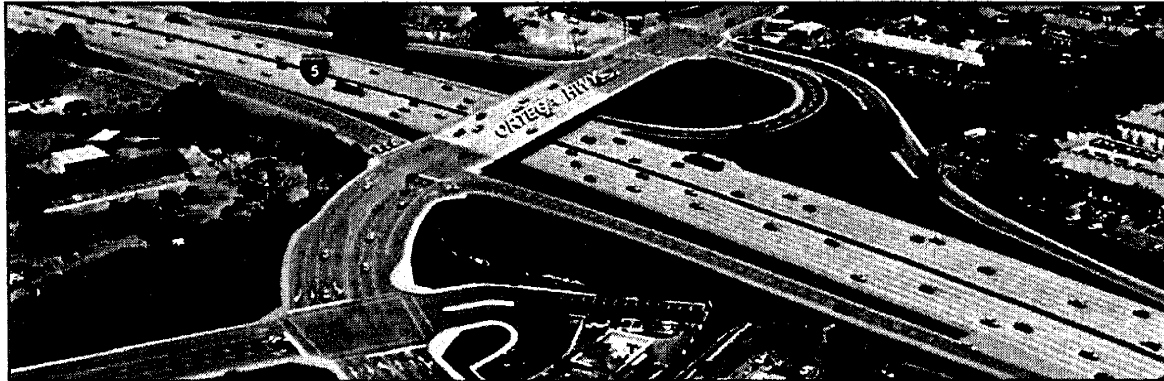
By: \_\_\_\_\_  
Clark D. Hampton,  
Deputy Superintendent, Business &  
Support Services

**RMV COMMUNITY DEVELOPMENT, LLC, a California limited liability company**

By: **RMV COMMUNITY DEVELOPMENT COMPANY, INC., a California corporation, its sole member**

By: \_\_\_\_\_  
Dan Kelly,  
Senior Vice President

# I-5 / ORTEGA HIGHWAY INTERCHANGE IMPROVEMENT PROJECT



Keeping You Moving

## BACKGROUND

The Ortega Highway Interchange Improvement Project, initiated by the California Department of Transportation (Caltrans) and the Orange County Transportation Authority (OCTA), will improve traffic congestion at the San Diego Freeway (I-5) and Ortega Highway (SR-74) interchange. The City of San Juan Capistrano also played a key role in the project's initiation by preparing the environmental document, from which the City Council approved the selected alternative in January 2009.

In its current state, the I-5 / Ortega Highway interchange experiences high levels of congestion during morning and evening peak traffic hours. To facilitate better traffic flows and ease these areas of congestion, the project will widen and reconstruct existing on- and off-ramps on the I-5 freeway and Ortega Highway interchange, reconstruct the Ortega Highway bridge over the freeway, as well as realign Ortega Highway west of the I-5.

## THE PROJECT WILL:

- Construct a new traffic interchange that will replace the existing I-5 / Ortega Highway interchange
- Reconstruct the existing Ortega Highway bridge over the I-5
- Widen existing on- and off-ramps
- Construct a new northbound I-5 loop on-ramp from eastbound Ortega Highway
- Realign Ortega Highway to the west of the I-5 interchange to curve into Del Obispo instead of continuing straight into Camino Capistrano

## PROJECT BENEFITS:

- Provide congestion relief to improve local traffic flow as well as ease regional commutes
- Relieve the existing traffic congestion chokepoint at the I-5 / Ortega Highway Interchange
- Improve traffic safety and operations at the I-5 / Ortega Highway interchange
- Eliminate existing geometric deficiencies
- Create consistency with existing and planned local development

## CONSTRUCTION SCHEDULE

Start Date: February 2013  
 Completion Date: Spring 2015

## CLOSURES

Projected closures of the I-5 freeway, Ortega Highway and on-and off-ramps will take place intermittently throughout the duration of the project. While construction work will take place throughout the day, full closures will only take place at night between the hours of midnight and 7 a.m. Specific closure and detour information will be available on the project website once construction begins.

In addition to the intermittent closures, crews will perform several long-term full closures during construction. These long-term closures include:

- Northbound I-5 off-ramp to Ortega Highway (3 weeks)
- Southbound I-5 on-ramp from Ortega Highway (6 weeks)
- Ortega Highway between southbound I-5 ramps and Del Obispo (3 weeks)
- Ortega Highway between El Camino Real and Del Obispo (4 weeks)

## ORTEGA HIGHWAY BRIDGE RECONSTRUCTION

Crews will demolish and reconstruct the Ortega Highway bridge over the I-5 freeway one half at a time. The bridge will remain open to the traveling public except for intermittent nighttime activities including demolition and falsework construction.

## PROJECT FUNDING

State Transportation Improvement Program	\$47,014,000
Corridor Mobility Improvement Act	\$30,926,000
Local	\$4,200,000
County	\$4,074,000

**Total - \$86,214,000**

 [ortegainfo@dot.ca.gov](mailto:ortegainfo@dot.ca.gov)  
 [ortega.dot.ca.gov](http://ortega.dot.ca.gov)  
 Ortega Interchange Project  
 @OrtegaHighway  
 (949) 724-2000



# I-5/Ortega Highway Interchange Improvement Project

## Frequently Asked Questions

### 1. What is the Ortega Highway Interchange Improvement Project?

The Ortega Highway Interchange Improvement Project, initiated by the California Department of Transportation (Caltrans), the Orange County Transportation Authority (OCTA) and the City of San Juan Capistrano, is the solution to the “choke point”, where significant delay and congestion occur along the Ortega Highway (SR-74) at the San Diego Freeway (I-5) interchange.

The project will:

- Construct a new traffic interchange that will replace the existing I-5 / Ortega Highway interchange
- Reconstruct the existing Ortega Highway bridge over the I-5
- Widen existing on- and off-ramps
- Construct a new northbound I-5 loop on-ramp from Ortega Highway
- Realign Ortega Highway to the west of the I-5 interchange to curve into Del Obispo instead of continuing straight into Camino Capistrano

### 2. Did the City of San Juan Capistrano assist in the planning / initiation of the project?

The City of San Juan Capistrano was the responsible agency during the environmental phase of the project and prepared the environmental document. In January 2009, the City Council approved the selected alternative from the environmental document.

### 3. What are the benefits of this project?

- Provide congestion relief to improve local traffic flow as well as ease regional commutes
- Relieve the existing traffic congestion chokepoint at the I-5 / Ortega Highway interchange
- Improve traffic safety and operations at the I-5 / Ortega Highway interchange
- Eliminate existing geometric deficiencies
- Create consistency with existing and planned local development



## I-5/Ortega Highway Interchange Improvement Project Frequently Asked Questions

### 4. How will this project impact me?

Commuters who have normal travel routes through the I-5 / Ortega Highway interchange may encounter traffic delays. Caltrans partnered with the City of San Juan Capistrano to implement a comprehensive Transportation Management Plan (TMP) in order to keep traffic delays to a minimum. As part of the TMP, Caltrans will provide project outreach to ensure residents, commuters and businesses are well-aware of construction impacts. Some of the outreach strategies include:

- Project information such as brochures and fact sheets, door hangers and flyers
- Portable Changeable Message Signs (PCMS), and accurate detour signage for motorists
- Partnering with emergency service personnel to insure fastest response times as well as driver and pedestrian safety during construction
- Easy-to-read closure and detour maps as well as weekly closure alerts
- Community open houses prior to start of construction as well as presence at community events in the project area
- Developing collateral for local schools to engage children about construction, as well as inform parents of impacts
- Partnering with local businesses to provide information for patrons and employees as well as an opportunity to participate in a project coupon book

### 5. What steps were taken to commence this project?

Project studies were initiated in July 2000 to develop viable alternatives to relieve the “choke point” at the I-5 / Ortega Highway interchange. Initially, 16 possible alternatives were developed.

In 2003 the project recommenced, and a series of public and city governance meetings were held. As a result of community interaction, five potential interchange improvements were carried forward for a study and approved in a Project Study Report. The five alternatives studied in the Project Study Report were presented at a public meeting held in 2006. After a 2006 updated traffic analysis, it was determined that three alternatives were not viable.

After careful evaluation of all comments by the public and local agencies, the current project was selected as the preferred alternative for final design.



## I-5/Ortega Highway Interchange Improvement Project Frequently Asked Questions

### **6. When will construction on the project begin and end?**

Construction is anticipated to begin in February 2013 and will be completed by spring 2015.

### **7. What structures will be temporarily closed during construction?**

Projected closures of the I-5 freeway, Ortega Highway and on-and off-ramps will take place intermittently throughout the duration of the project. While construction work will take place throughout the day, full closures will only take place at night between the hours of midnight and 7 a.m. Specific closure and detour information will be available on the project website once construction begins.

In addition to the intermittent closures, crews will perform several long-term full closures during construction. These long-term closures include:

- Northbound I-5 off-ramp to Ortega Highway (3 weeks)
- Southbound I-5 on-ramp from Ortega Highway (6 weeks)
- Ortega Highway between southbound I-5 ramps and Del Obispo (3 weeks)
- Ortega Highway between El Camino Real and Del Obispo (4 weeks)

### **8. How is Caltrans planning to mitigate traffic during temporary closures?**

Caltrans worked closely with the City of San Juan Capistrano to develop a thorough Traffic Management Plan (TMP) to manage detoured traffic during the closures. In addition to the TMP, Caltrans will continue to work closely with the City to monitor signal timing during construction. Adjustments to the timing and detours will be made as necessary.

### **9. Are you acquiring residential or personal property as part of this project?**

As part of the project, there will be 11 full and partial right-of-way acquisitions of commercial properties. No residential properties will be acquired during this project. For more information about right-of-way acquisitions, the Caltrans Public Information Office at (949) 724-2000.



# I-5/Ortega Highway Interchange Improvement Project

## Frequently Asked Questions

### **10. Will the Ortega Highway bridge over the I-5 freeway remain open during construction?**

As part of the Ortega Highway Interchange Improvement Project, crews will demolish and reconstruct the Ortega Highway bridge over the I-5 one half at a time. The bridge will remain open to the traveling public except for intermittent nighttime activities including demolition and falsework construction.

During the first stage of reconstruction, the bridge will have a reduced lane configuration with a dedicated left-turn lane for each direction as well as an optional left turn / through lane for each direction.

During the second stage of reconstruction, traffic will be shifted to the newly constructed half of the bridge with the same lane configuration as the first phase of the bridge – one dedicated left-turn lane for each direction and an optional left / through lane for each direction.

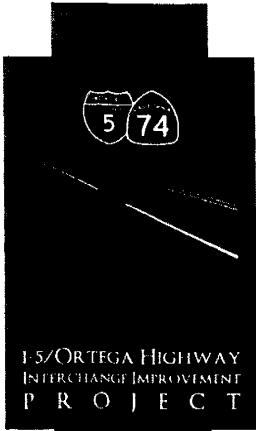
The final lane configuration for the new bridge will be two through lanes and two left-turn lanes to the southbound I-5 on-ramp on the westbound direction, and three through lanes and one right turn lane to the northbound I-5 loop on-ramp on the east bound direction.

### **11. How will large trucks and trailers be impacted during construction?**

During specific stages of the project, large trucks and trailers more than 40-feet long will not be able to maneuver through particular construction zones. While the Ortega Highway bridge is under construction, large trucks and trailers will be unable to exit the I-5 southbound off-ramp to eastbound Ortega Highway and will have to utilize alternate routes.

Caltrans will be communicating these impacts to the trucking industry as well as local businesses ahead of the closures. For a list of detailed truck detours, please visit [ortega.dot.ca.gov](http://ortega.dot.ca.gov).





# I-5/Ortega Highway Interchange Improvement Project

## Frequently Asked Questions

### 12. How is the I-5/SR-74 project being funded?

State Transportation Improvement Program	\$47,014,000
Corridor Mobility Improvement Act	\$30,926,000
Local (City and Measure)	\$4,200,000
County	\$4,074,000
<b>TOTAL</b>	<b>\$86,214,000</b>

### 13. Who can I contact about questions on the project and how can I receive project updates?

To receive construction alerts for the Ortega Highway Interchange Improvement project, please sign up for the project database at [ortega.dot.ca.gov](http://ortega.dot.ca.gov) or call the Caltrans Public Information Office at (949) 724-2000. You can also visit the project Facebook or Twitter pages at <http://www.facebook.com/ortegainterchangeproject> and [@OrtegaHighway](https://twitter.com/OrtegaHighway).

For additional information about the project, please email [ortegainfo@dot.ca.gov](mailto:ortegainfo@dot.ca.gov) or contact:

**Madison Chetwood**  
Dedicated Community Liaison  
(949) 337-4288  
[mchetwood@caltrop.com](mailto:mchetwood@caltrop.com)

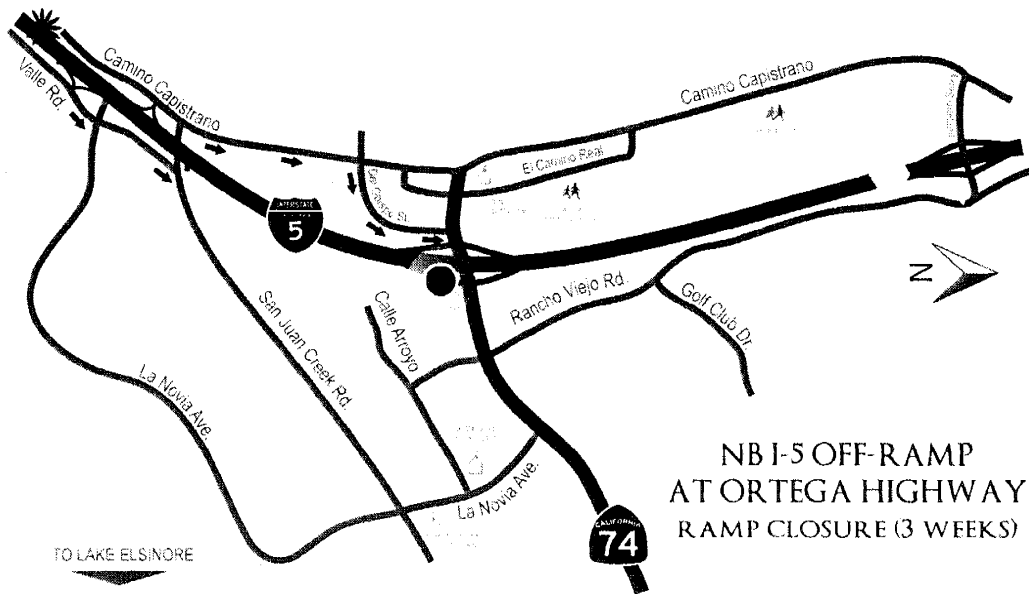
**David Richardson**  
Public Information Officer  
(949) 724-2341  
[david\\_richardson@dot.ca.gov](mailto:david_richardson@dot.ca.gov)

# I-5 / ORTEGA HIGHWAY INTERCHANGE IMPROVEMENT PROJECT



## NORTHBOUND I-5 OFF-RAMP FROM ORTEGA HIGHWAY (3 WEEK CLOSURE)

I-5/ORTEGA HIGHWAY INTERCHANGE IMPROVEMENT PROJECT








NB I-5 OFF-RAMP AT ORTEGA HIGHWAY RAMP CLOSURE (3 WEEKS)

✱ From the northbound I-5, exit **Camino Capistrano**, turn left on to **Valle Road**. Turn left on to **San Juan Creek Road**, right on to **Camino Capistrano**. Turn right on to **Del Obispo Street** and continue to Ortega Highway. ➡

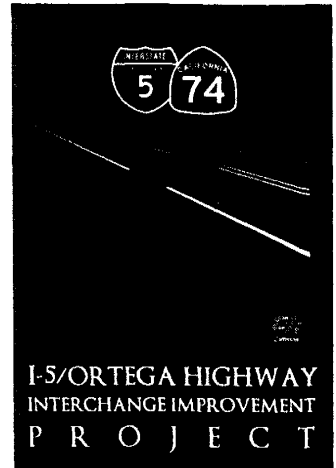
From the northbound I-5, exit **Junipero Serra Road**, turn right on to **Junipero Serra Road**. Turn right on to **Rancho Viejo Road** and continue to Ortega Highway.

Keeping You Moving

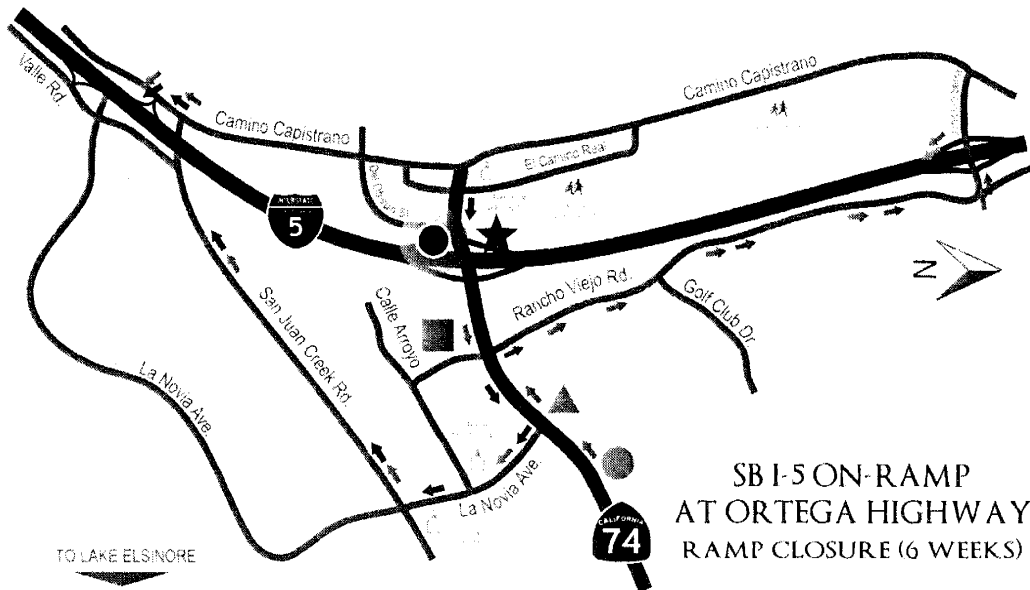
-  [ortegainfo@dot.ca.gov](mailto:ortegainfo@dot.ca.gov)
-  [ortega.dot.ca.gov](http://ortega.dot.ca.gov)
-  Ortega Interchange Project
-  @OrtegaHighway
-  (949) 724-2000



# I-5 / ORTEGA HIGHWAY INTERCHANGE IMPROVEMENT PROJECT



## SOUTHBOUND I-5 ON-RAMP FROM ORTEGA HIGHWAY (6 WEEK CLOSURE)



SB I-5 ON-RAMP  
AT ORTEGA HIGHWAY  
RAMP CLOSURE (6 WEEKS)

### Traveling eastbound on Ortega Highway:

- ★ Turn right on to **La Novia Avenue**. Turn right on to **San Juan Creek Road** and turn left on to **Camino Capistrano**. Continue to the southbound I-5 on-ramp. ➡
- Turn left on to **Rancho Viejo Road**. Turn left on to **Junipero Serra Road** and continue to the southbound I-5 on-ramp. ➡

### Traveling westbound on Ortega Highway:

- Turn left on to **La Novia Avenue** and right on to **San Juan Creek Road**. Turn left on to **Camino Capistrano** and continue to the southbound I-5 on-ramp. ➡
- ▲ Turn right on to **Rancho Viejo Road**. Turn left on to **Junipero Serra Road** and continue to the southbound I-5 on-ramp. ➡

From Camino Capistrano, continue south to the southbound I-5 on-ramp.

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- ortegainfo@dot.ca.gov
- ortega.dot.ca.gov
- Ortega Interchange Project
- @OrtegaHighway
- (949) 724-2000

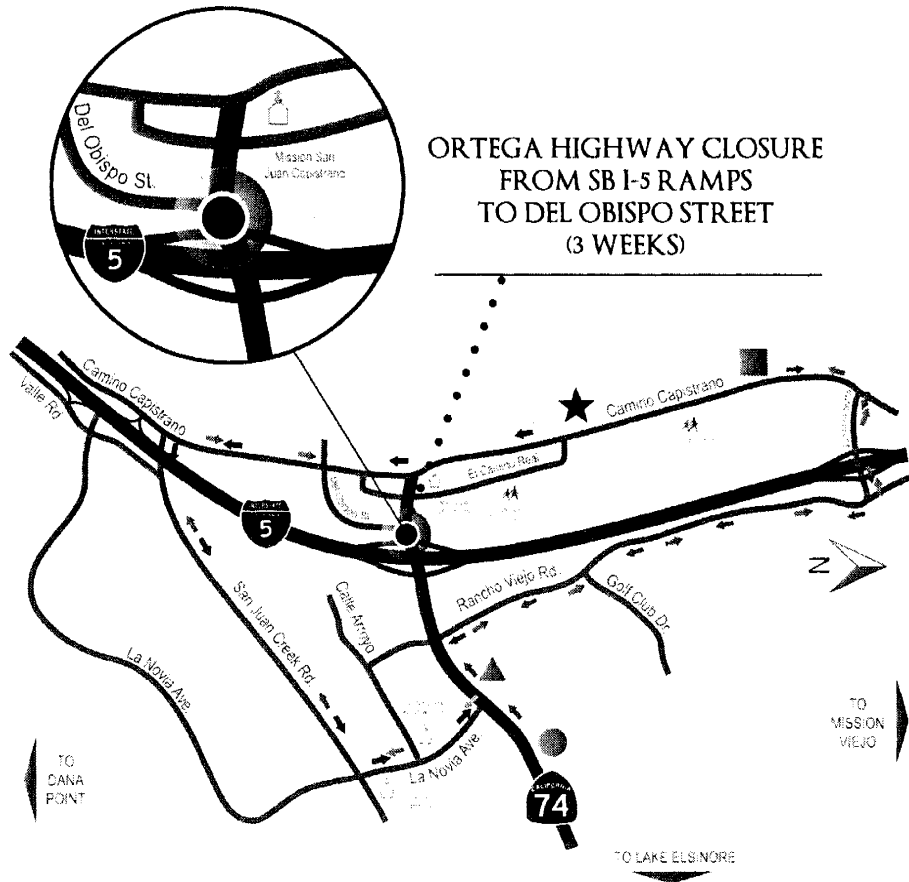


# I-5 / ORTEGA HIGHWAY INTERCHANGE IMPROVEMENT PROJECT



## ORTEGA HIGHWAY CLOSURE FROM SOUTHBOUND I-5 RAMPS TO DEL OBISPO STREET (3 WEEK CLOSURE)

I-5/ORTEGA HIGHWAY INTERCHANGE IMPROVEMENT PROJECT



ORTEGA HIGHWAY CLOSURE FROM SB I-5 RAMPS TO DEL OBISPO STREET (3 WEEKS)

Keeping You Moving

### From Camino Capistrano:

- ★ Proceed southbound on **Camino Capistrano** and turn left on to **San Juan Creek Road**. Turn left on to **La Novia Avenue** and continue to Ortega Highway. ➡
- Proceed northbound on **Camino Capistrano** and turn right on to **Junipero Serra Road**. Turn right on **Rancho Viejo Road** and continue to Ortega Highway. ➡

### From westbound Ortega Highway:

- Turn left on to **La Novia Avenue** and right on to **San Juan Creek Road**. Continue to **Camino Capistrano**. ➡
- ▲ Turn right on to **Rancho Viejo Road** and left on to **Junipero Serra Road**. Continue to **Camino Capistrano**. ➡

- ✉ ortegainfo@dot.ca.gov
- 🌐 ortega.dot.ca.gov
- 📺 Ortega Interchange Project
- 📱 @OrtegaHighway
- ☎ (949) 724-2000



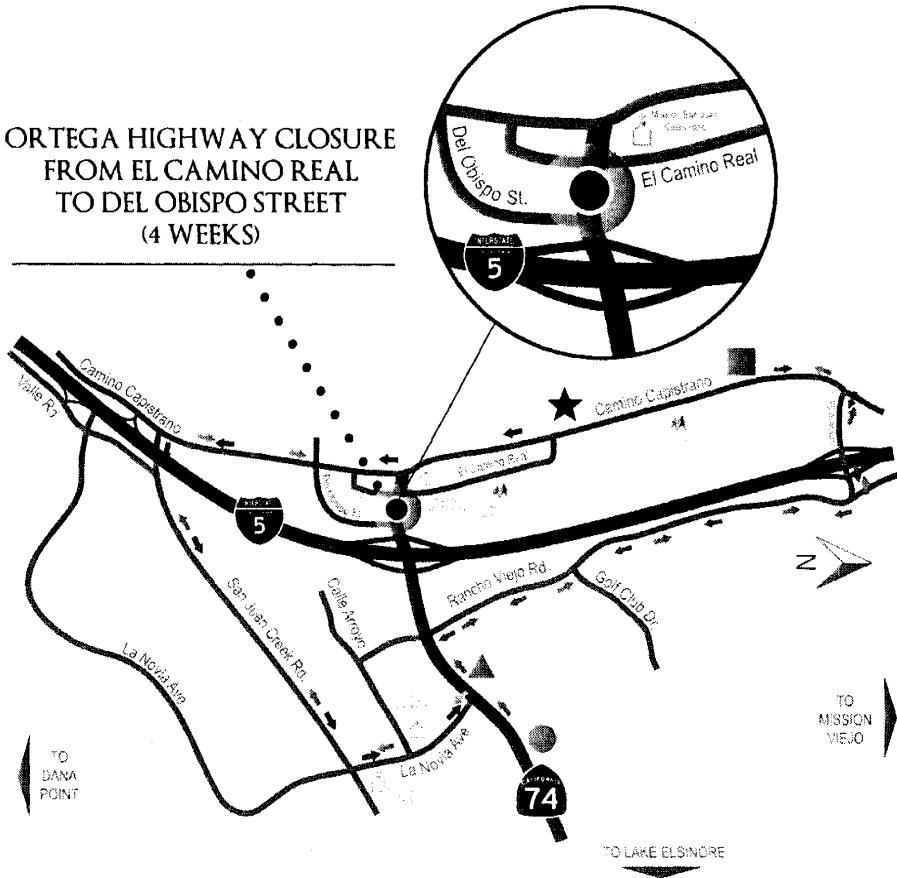
# I-5 / ORTEGA HIGHWAY INTERCHANGE IMPROVEMENT PROJECT



## ORTEGA HIGHWAY CLOSURE FROM EL CAMINO REAL TO DEL OBISPO STREET (4 WEEK CLOSURE)

I-5/ORTEGA HIGHWAY INTERCHANGE IMPROVEMENT PROJECT

ORTEGA HIGHWAY CLOSURE FROM EL CAMINO REAL TO DEL OBISPO STREET (4 WEEKS)



### From Camino Capistrano:

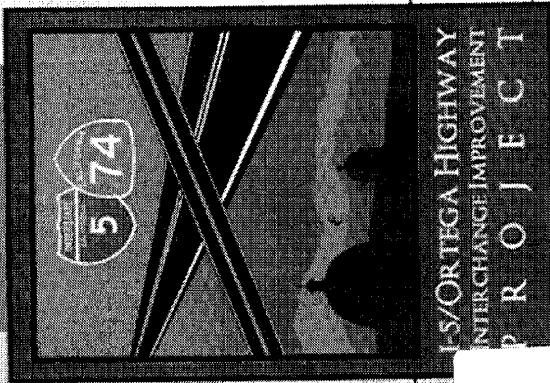
- ★ Proceed southbound on **Camino Capistrano** and turn left on to **San Juan Creek Road**. Turn left on to **La Novia Avenue** and continue to Ortega Highway. ➡
- Proceed northbound on **Camino Capistrano** and turn right on to **Junipero Serra Road**. Turn right on **Rancho Viejo Road** and continue to Ortega Highway. ➡

### From westbound Ortega Highway:

- Turn left on to **La Novia Avenue** and right on to **San Juan Creek Road**. Continue to **Camino Capistrano**. ➡
- ▲ Turn right on to **Rancho Viejo Road** and left on to **Junipero Serra Road**. Continue to **Camino Capistrano**. ➡

Keeping You Moving

- ortegainfo@dot.ca.gov
- ortega.dot.ca.gov
- Ortega Interchange Project
- @OrtegaHighway
- (949) 724-2000



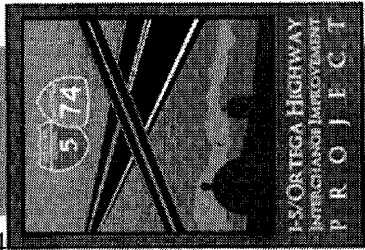
# I-5 / ORTEGA HIGHWAY INTERCHANGE IMPROVEMENT PROJECT

## *Keeping You Moving*

Capistrano Unified School District  
Board Meeting  
February 13, 2013

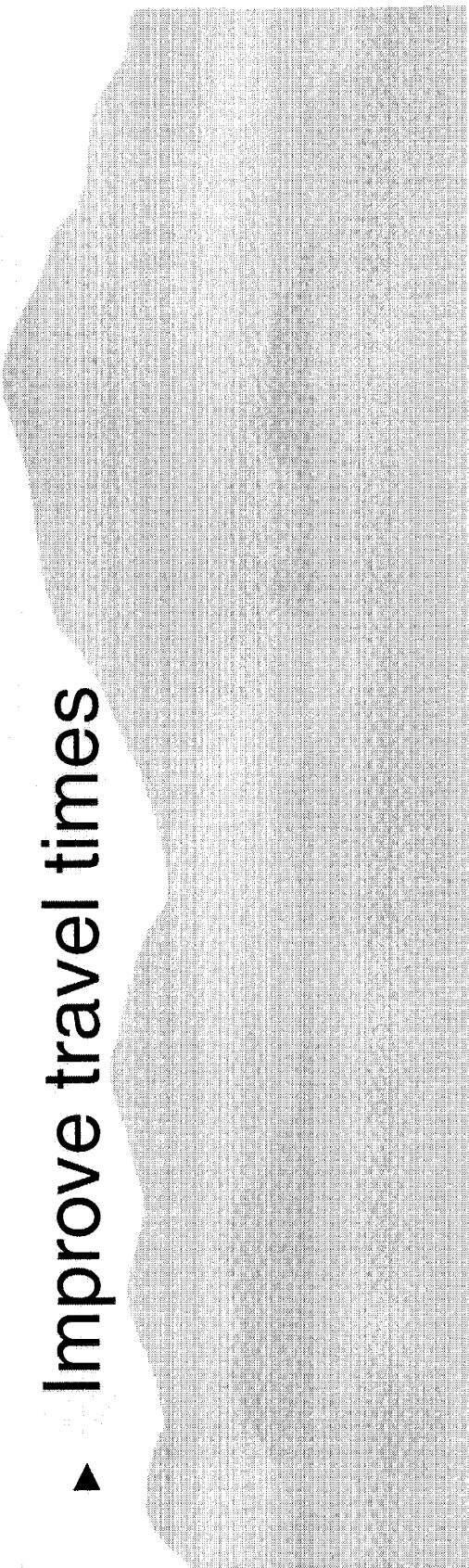
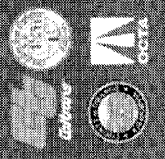


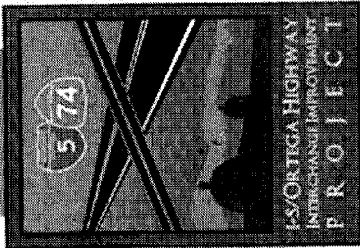
*Caltrans*



# Project Objectives

- ▶ Provide congestion relief
- ▶ Improve traffic operations
- ▶ Create consistency with local development
- ▶ Improve travel times

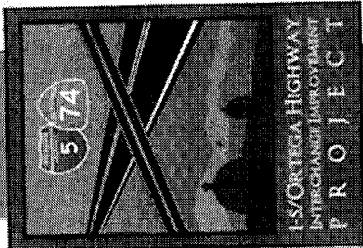




# Project Funding

Source	Amount
Local (City & Measure)	\$4,200,000
County (CFD Funds)	\$4,074,000
STIP-RIP	\$47,014,000
CMIA	\$30,926,000
<b>TOTAL</b>	<b>\$86,214,000</b>



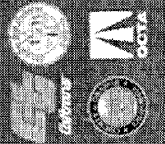


# Construction Schedule

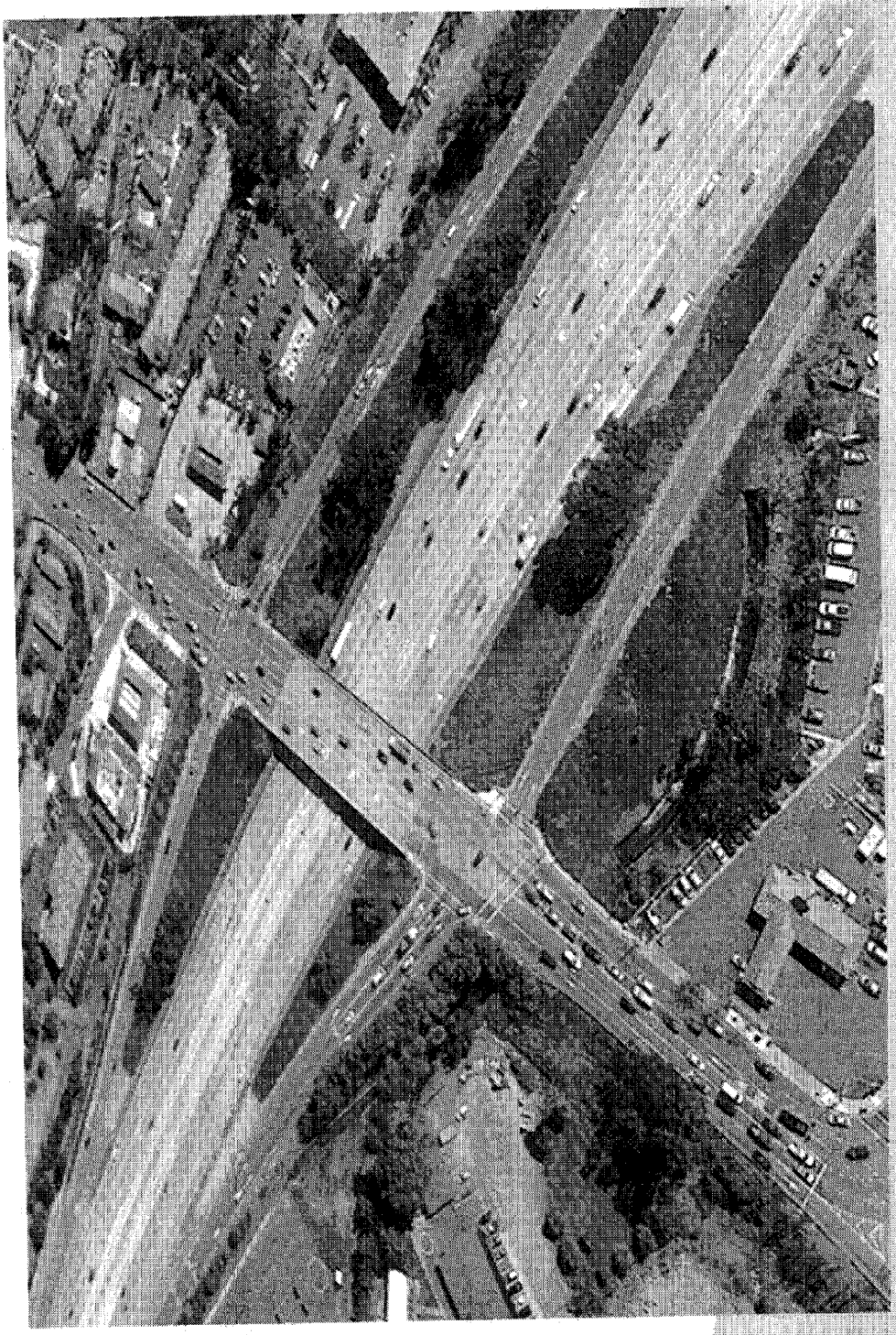
- ▶ Advertisement June 4, 2012
- ▶ Bid Opening August 2, 2012
- ▶ Construction Start February 15, 2013
- ▶ Construction Completion Spring 2015
- ▶ Plant Establishment Spring 2016

**550 Working days**

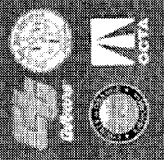
**250 Plant Establishment days**

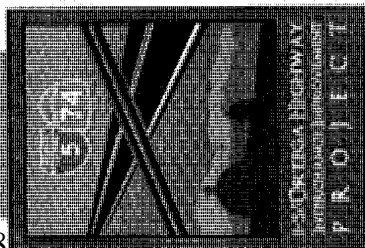


# Current Interchange

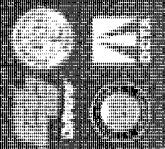
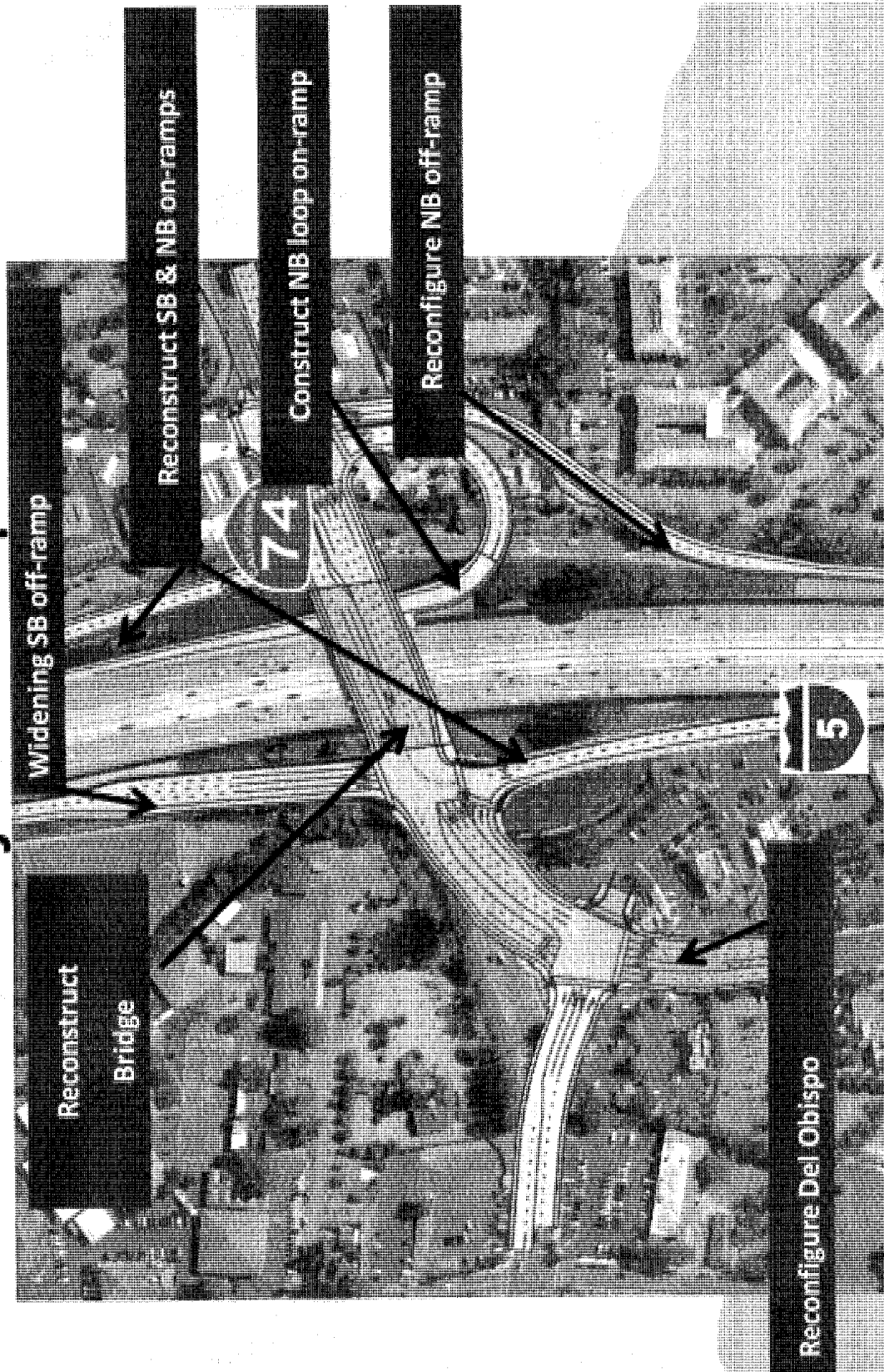


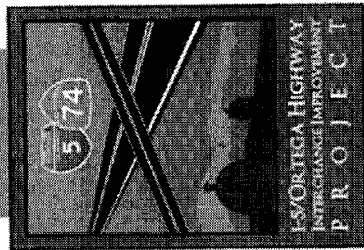
I-5/ORTEGA HIGHWAY  
INTERCHANGE IMPROVEMENT  
PROJECT





# Project Scope

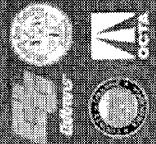
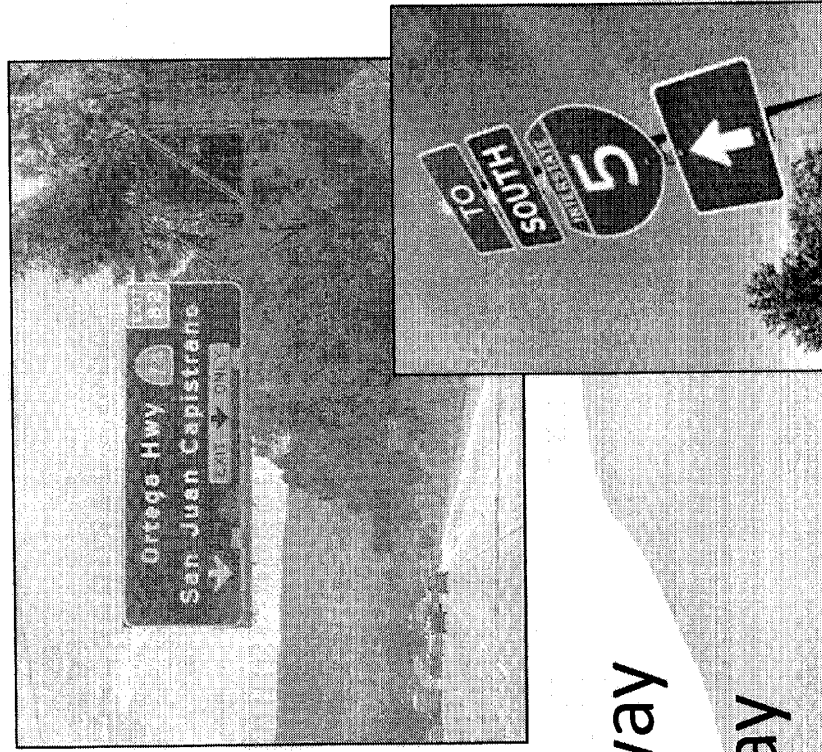


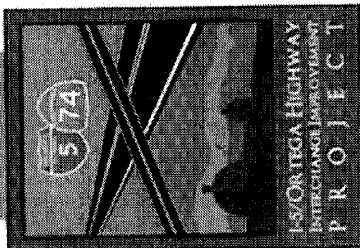


# Intermittent Nighttime Closures

12:00 a.m. – 5:00 a.m. Weekdays  
12:00 a.m. – 6/7:00 a.m. Weekends

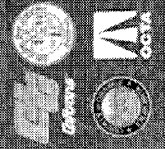
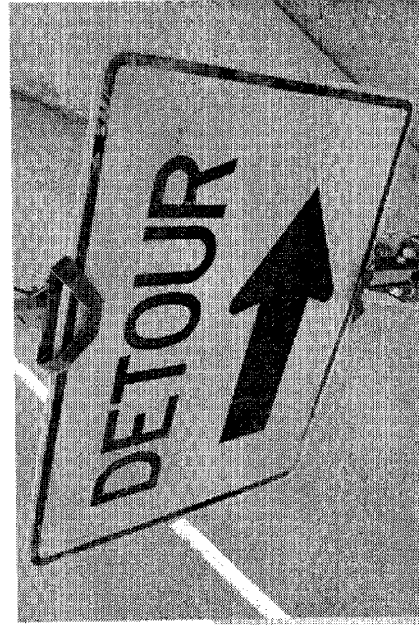
- ▶ SB I-5 Freeway
- ▶ NB I-5 Freeway
- ▶ SB I-5 Off-Ramp
- ▶ NB I-5 Off-Ramp
- ▶ SB I-5 On-Ramp
- ▶ WB Ortega Highway
- ▶ EB Ortega Highway





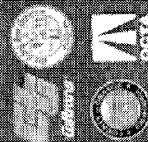
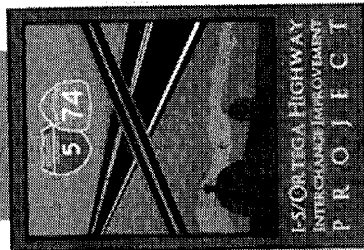
## Suggested Detours

- ▶ Rancho Viejo Road
- ▶ Ortega Highway (SR-74)
- ▶ San Juan Creek Road / Valle Road
- ▶ La Novia Avenue
- ▶ Camino Capistrano
- ▶ Del Obispo Street



# Long-Term Closures

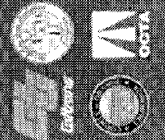
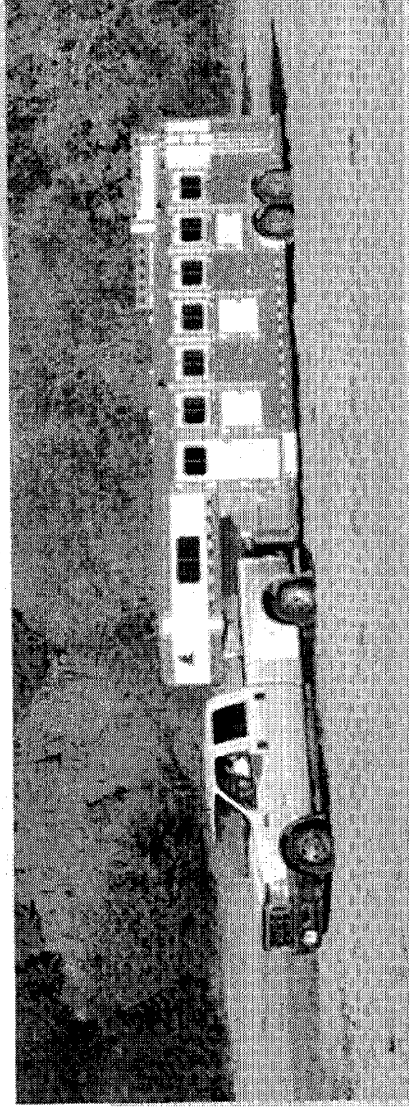
- ▶ NB I-5 Off-Ramp at Ortega Highway (3 weeks)
- ▶ SB I-5 On-Ramp at Ortega Highway (6 weeks)
- ▶ Ortega Highway between SB I-5 ramps and Del Obispo Street (3 weeks)
- ▶ Ortega Highway between Del Obispo Street and El Camino Real (4 weeks)



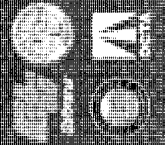
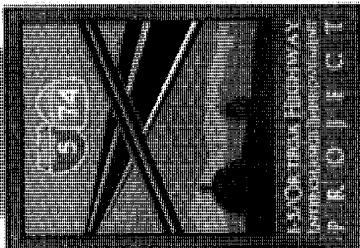
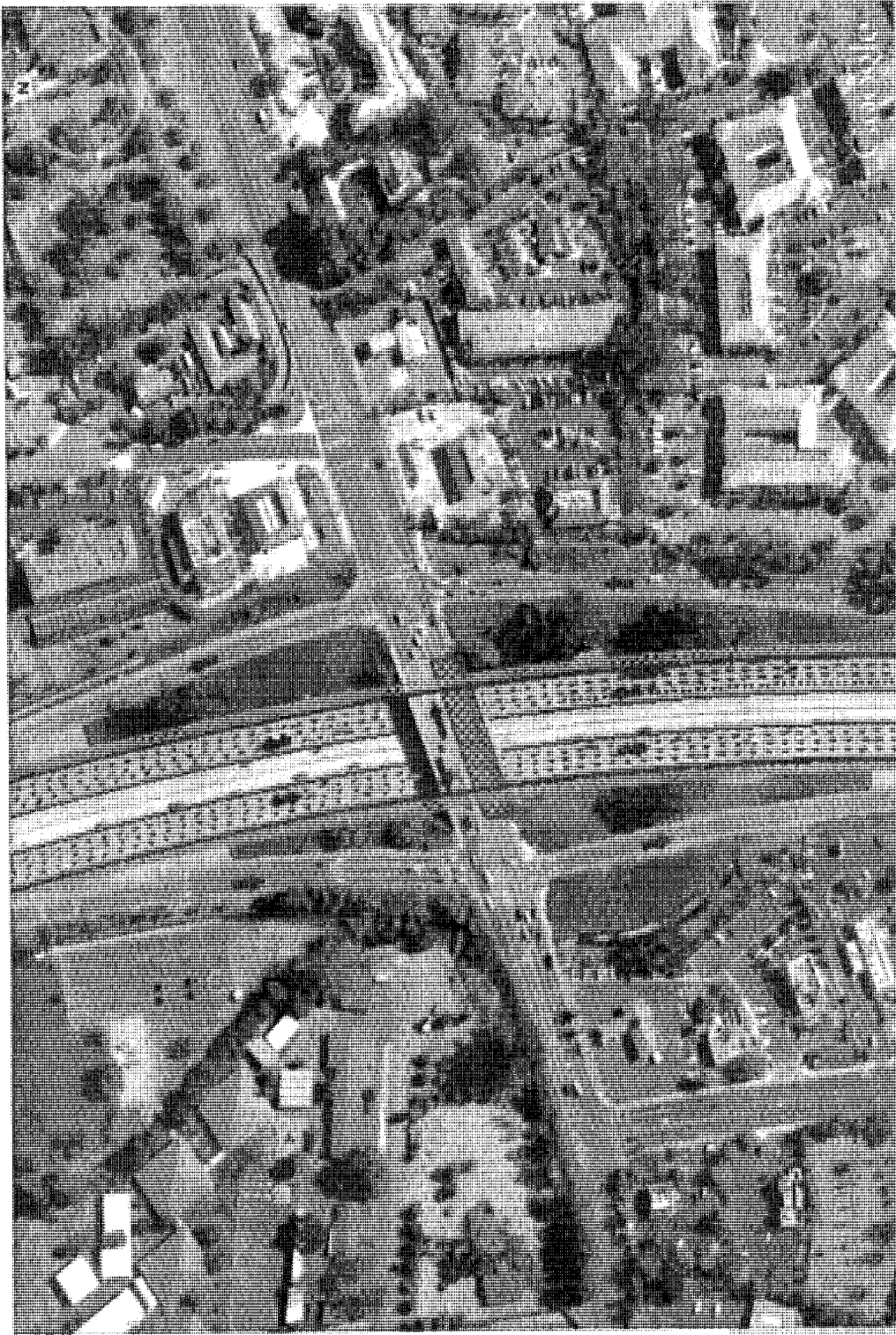


# Truck Restrictions

While the Ortega Highway bridge is under construction, large trucks and trailers more than 40-feet long will be unable to exit the I-5 southbound off-ramp to eastbound Ortega Highway & will have to utilize alternate routes.

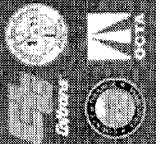
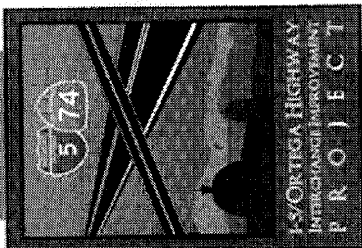
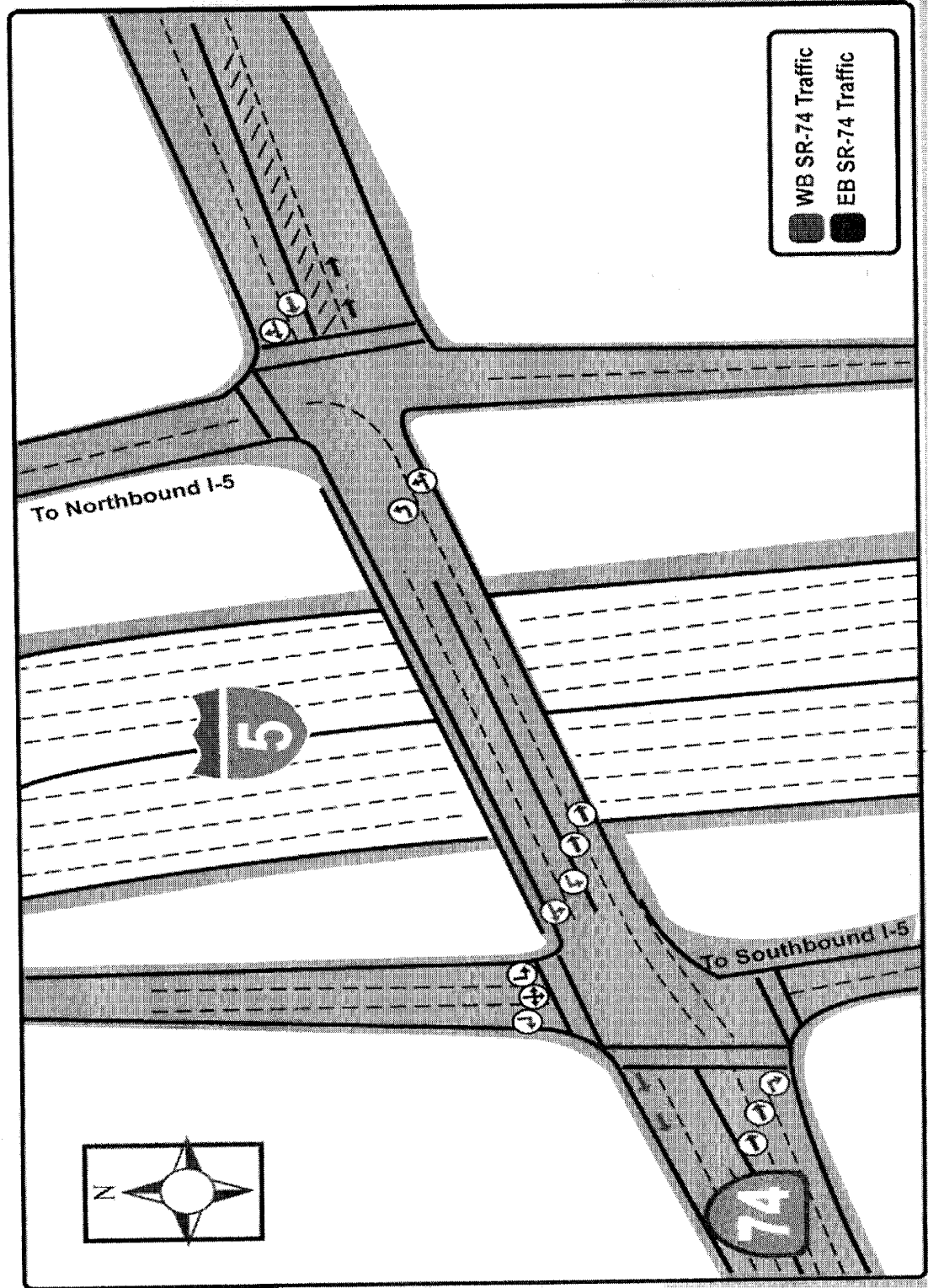


# Stage 1A

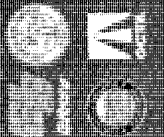
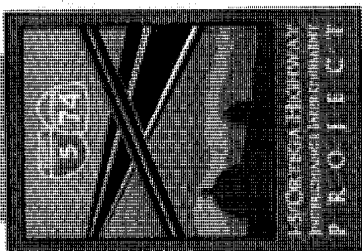
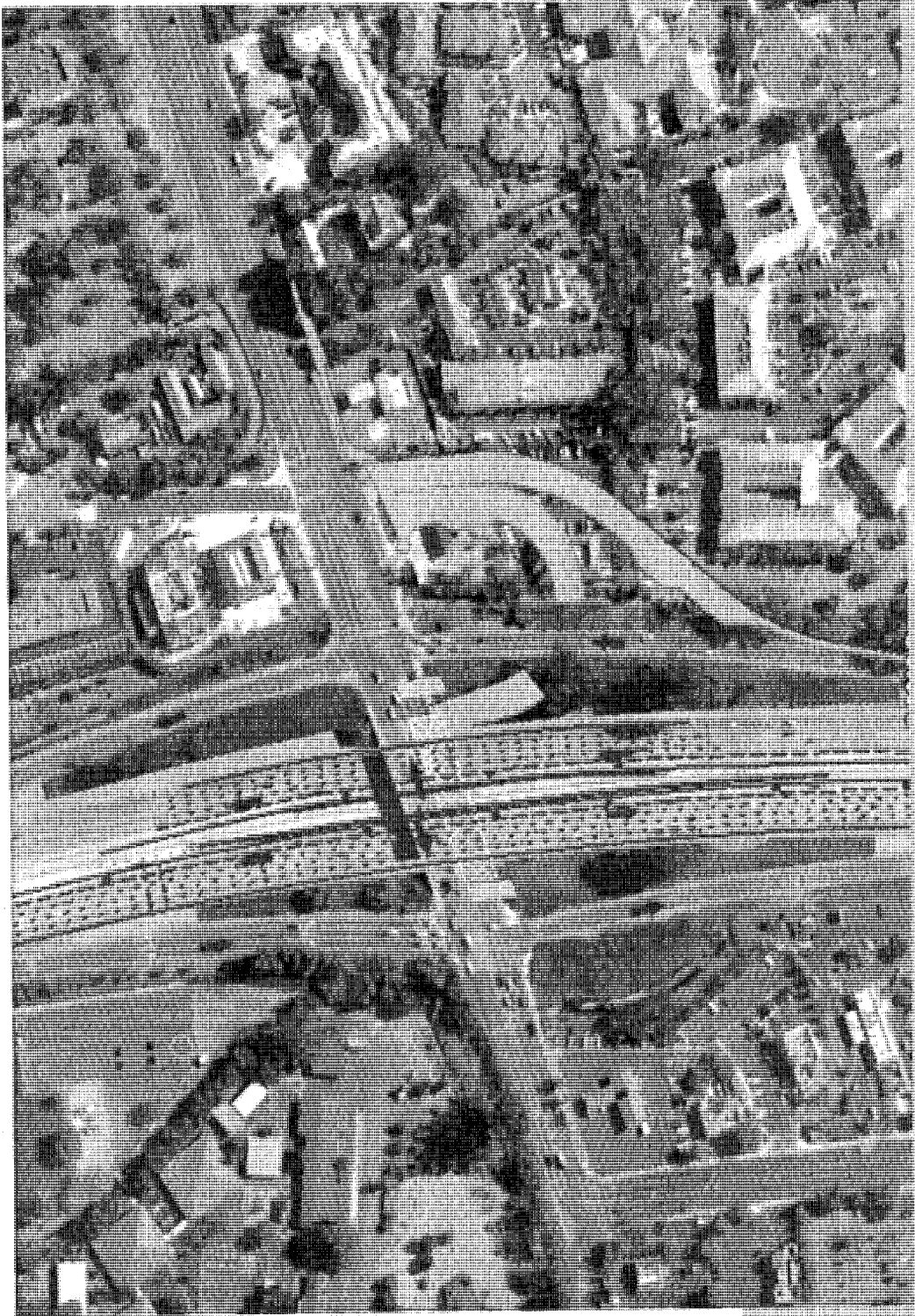




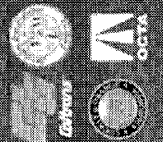
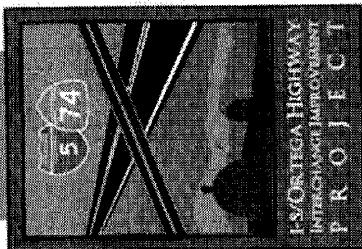
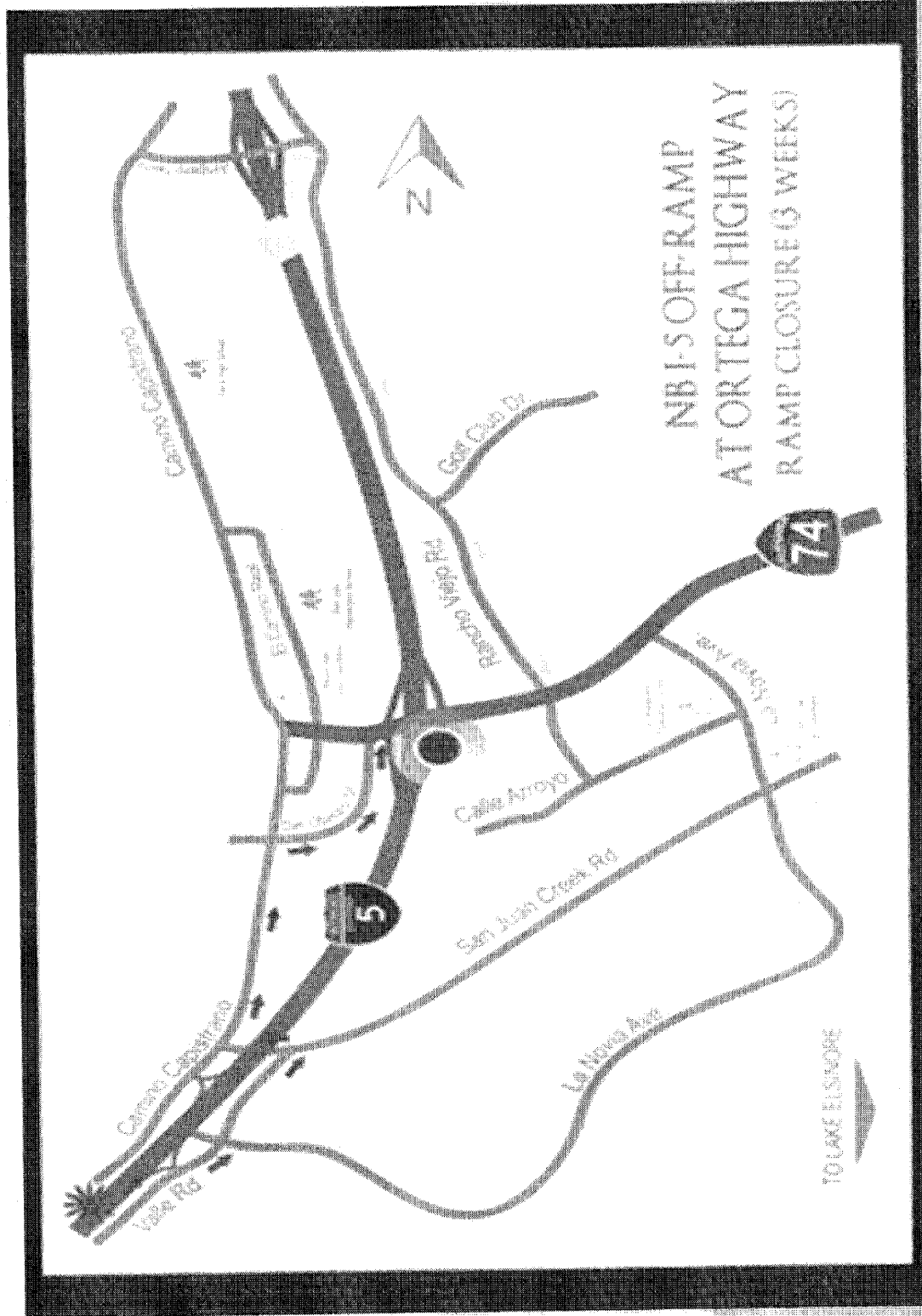
# Ortega Highway Bridge during Construction



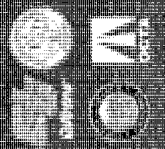
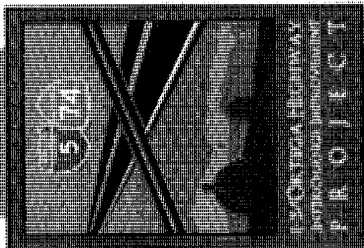
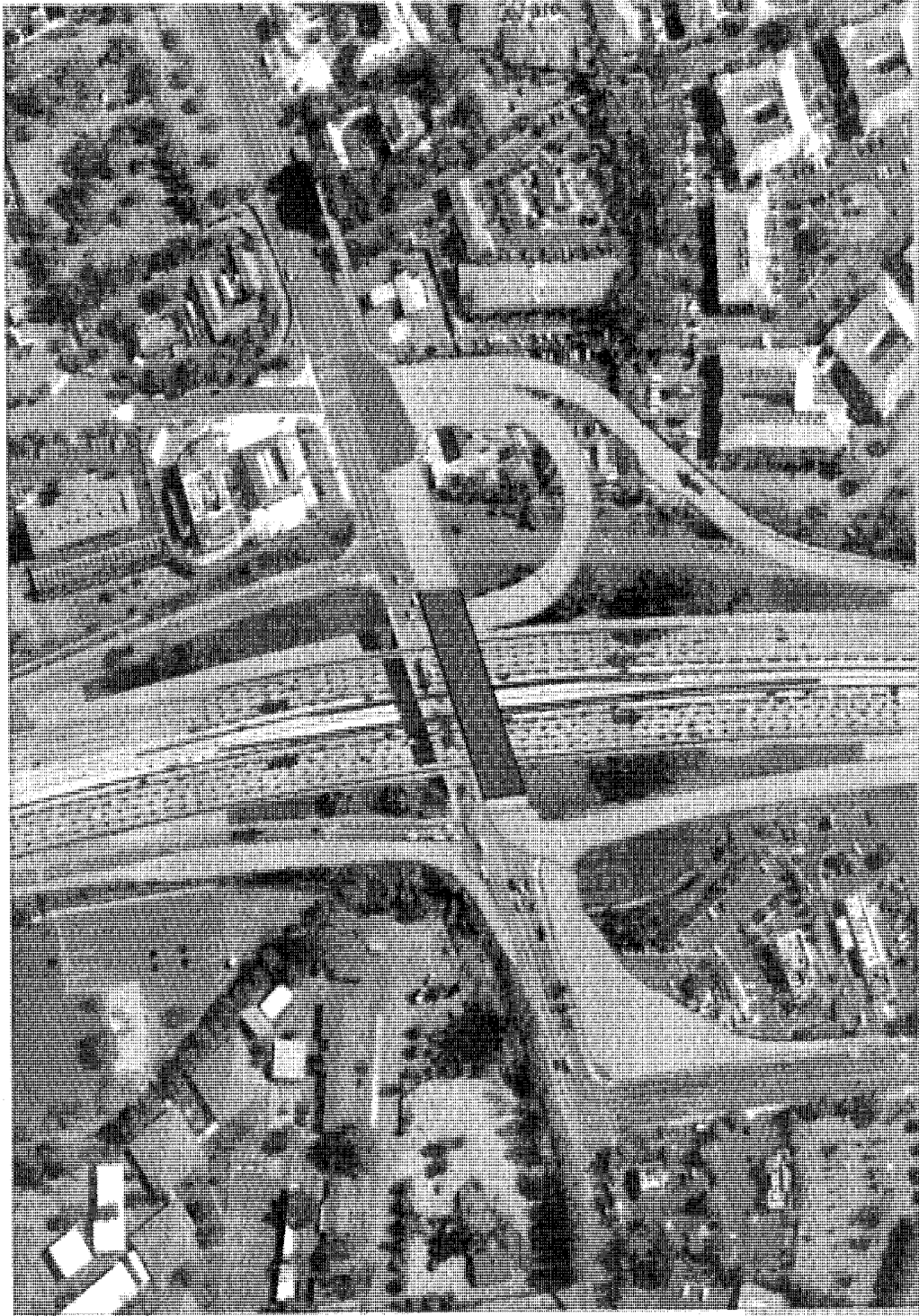
# Stage 1B



# Northbound I-5 Off-Ramp

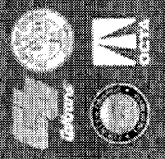
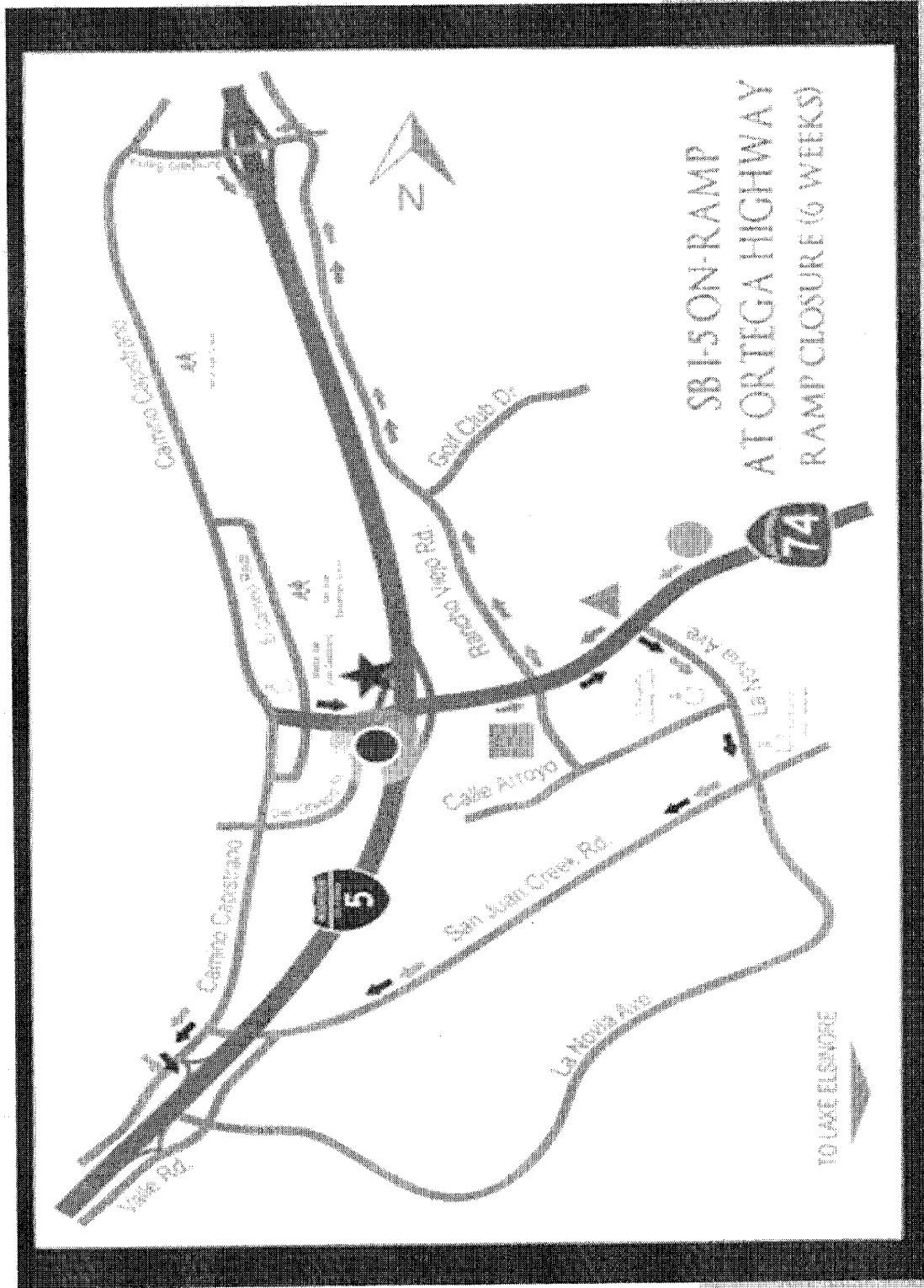


# Stage 1E

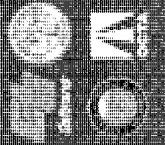
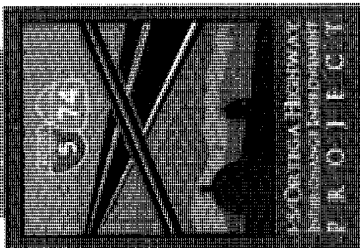
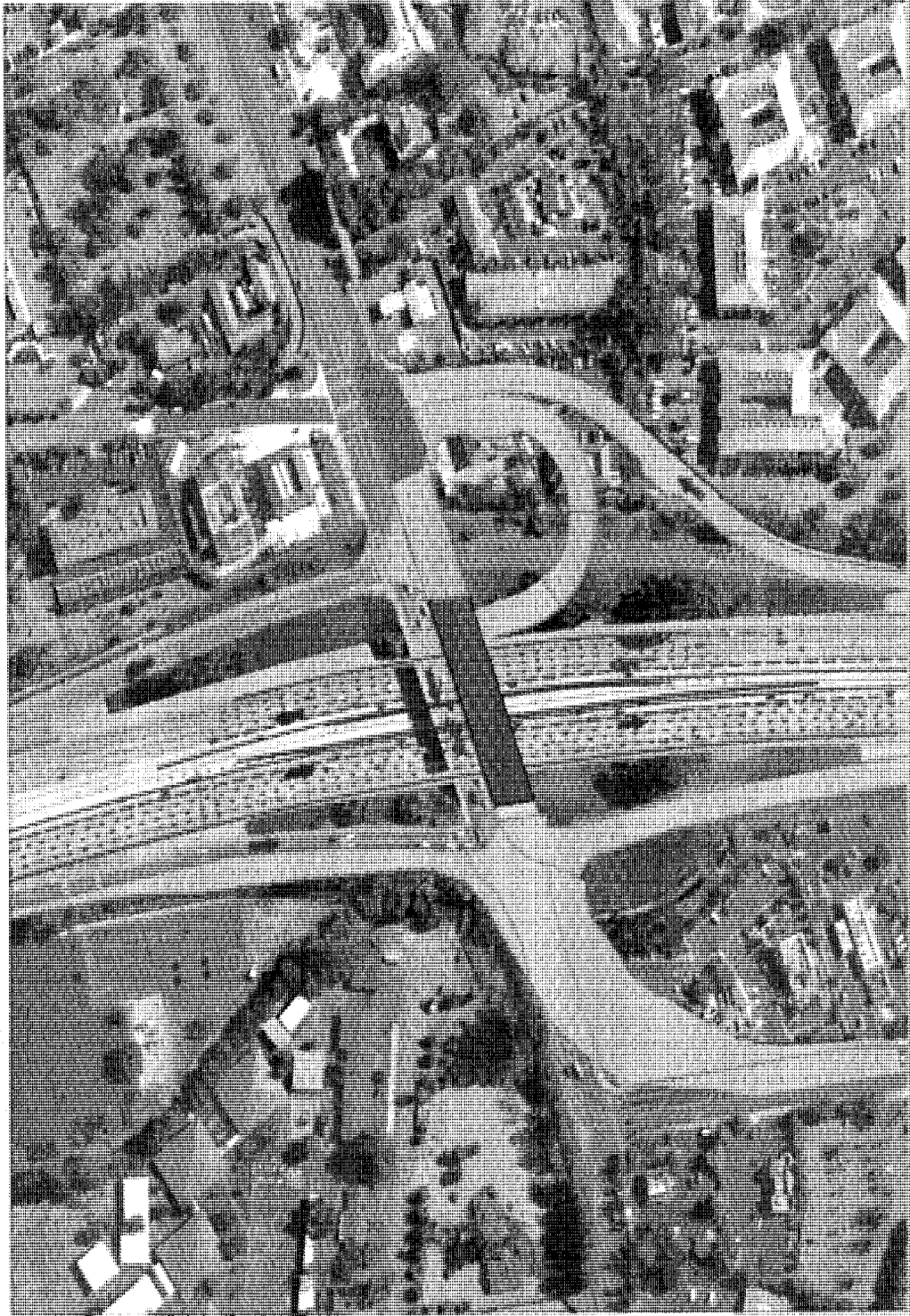


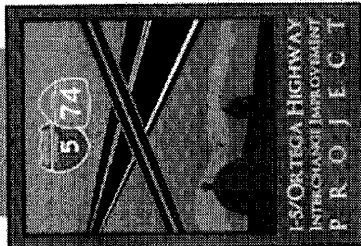


# Southbound I-5 On-Ramp

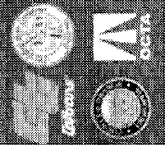
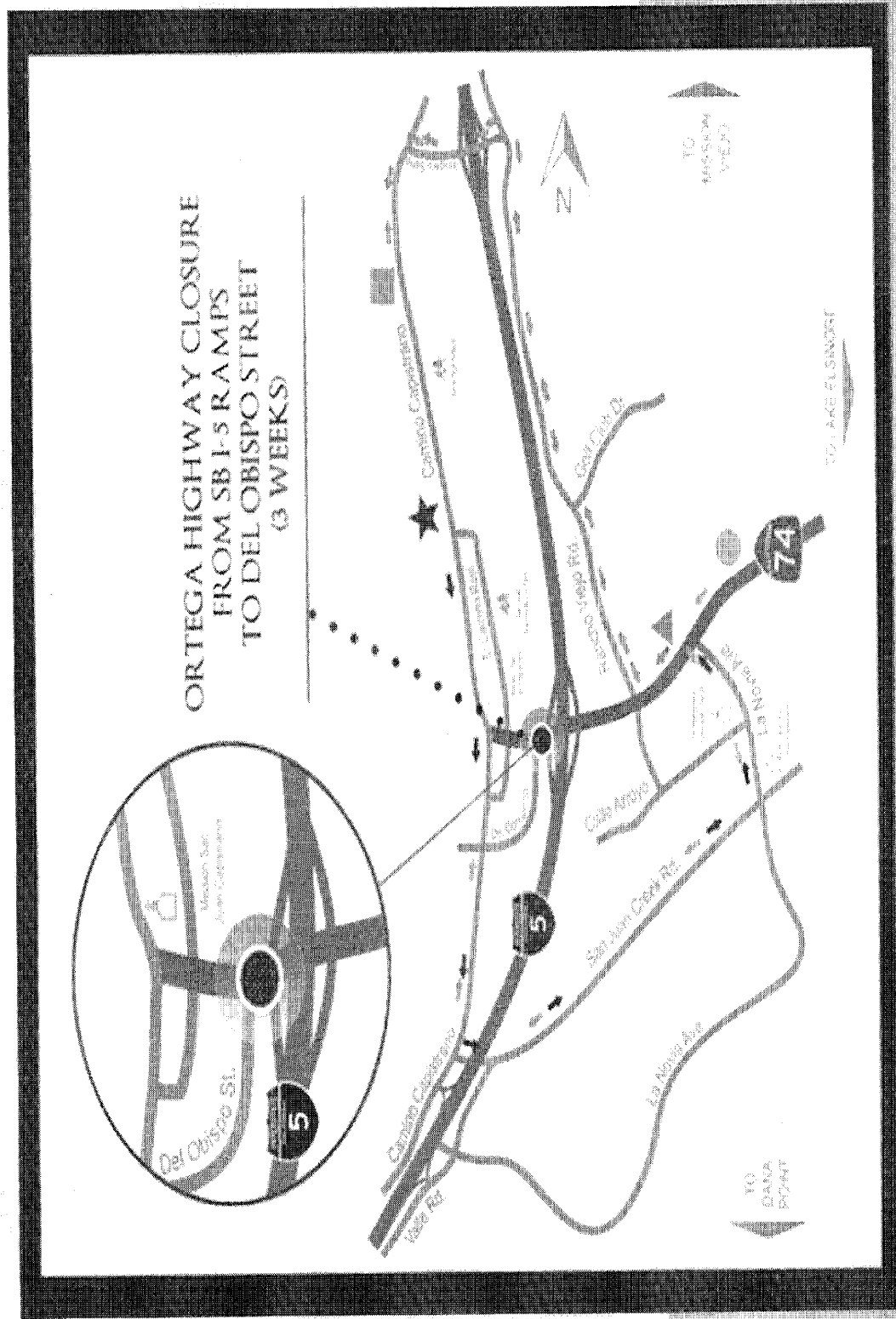


# Stage 1F

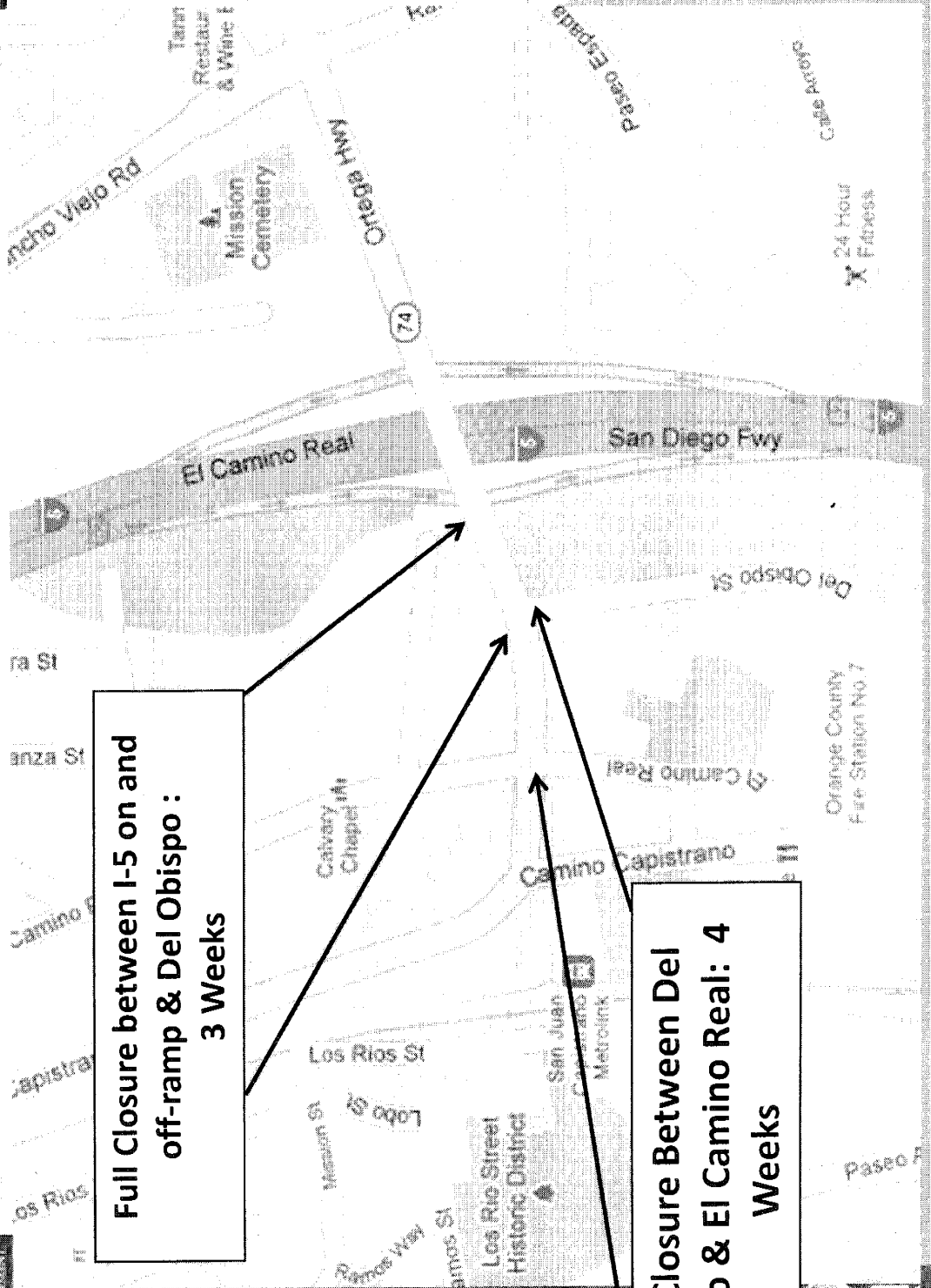
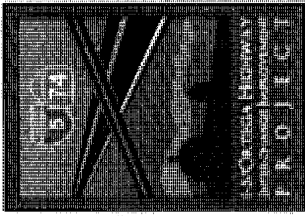




# Ortega Highway SB I-5 Ramps to Del Obispo St.

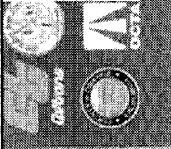
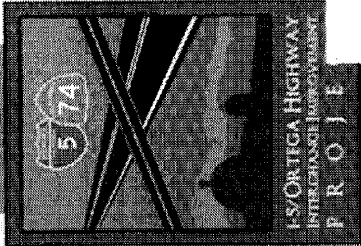


# Reconstruction & Realignment and Utility Relocation



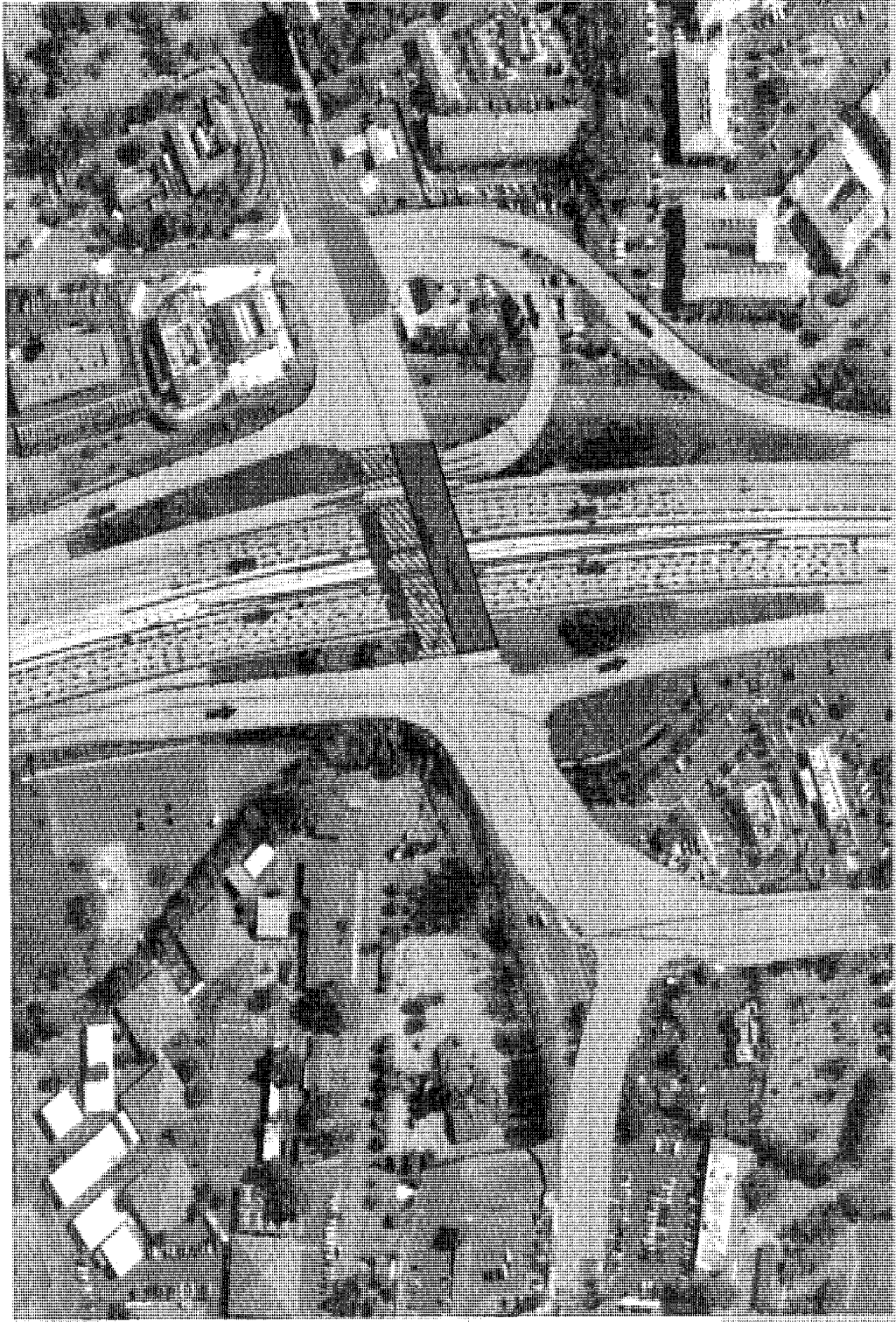
**Full Closure between I-5 on and off-ramp & Del Obispo : 3 Weeks**

**Full Closure Between Del Obispo & El Camino Real: 4 Weeks**



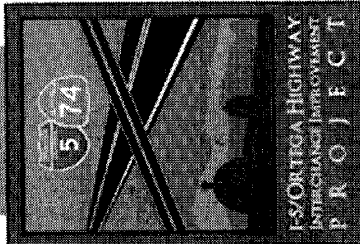
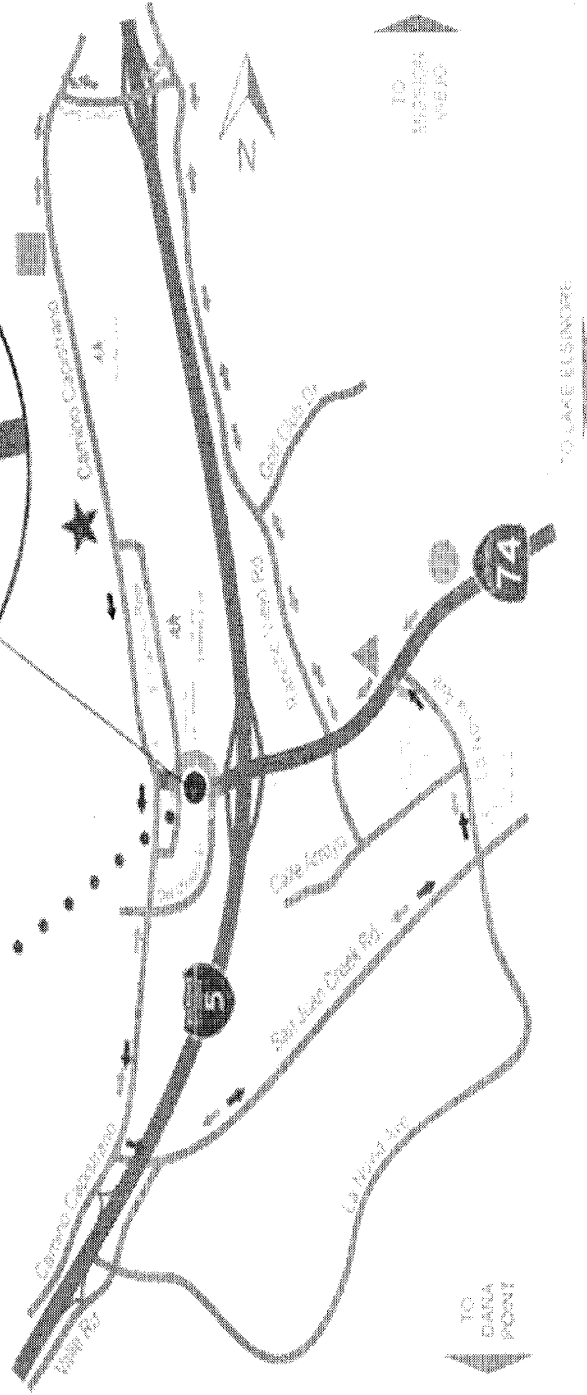
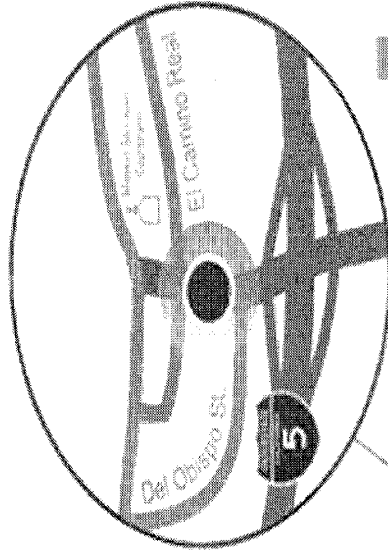


# Stage 2B

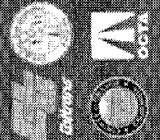


# Ortega Highway El Camino Real to Del Obispo St.

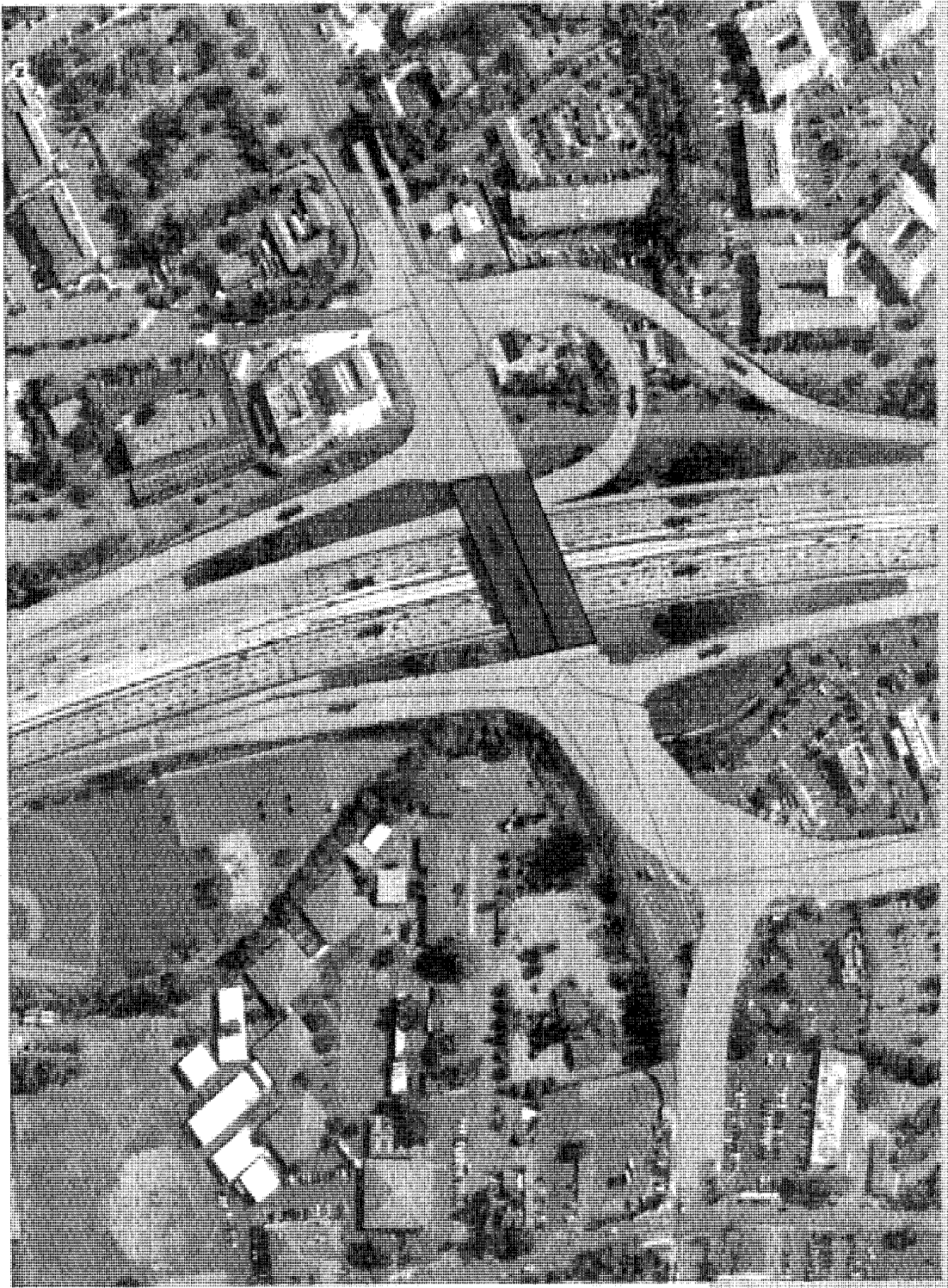
ORTEGA HIGHWAY CLOSURE  
FROM EL CAMINO REAL  
TO DEL OBISPO STREET  
(4 WEEKS)



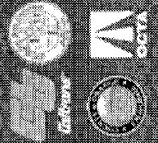
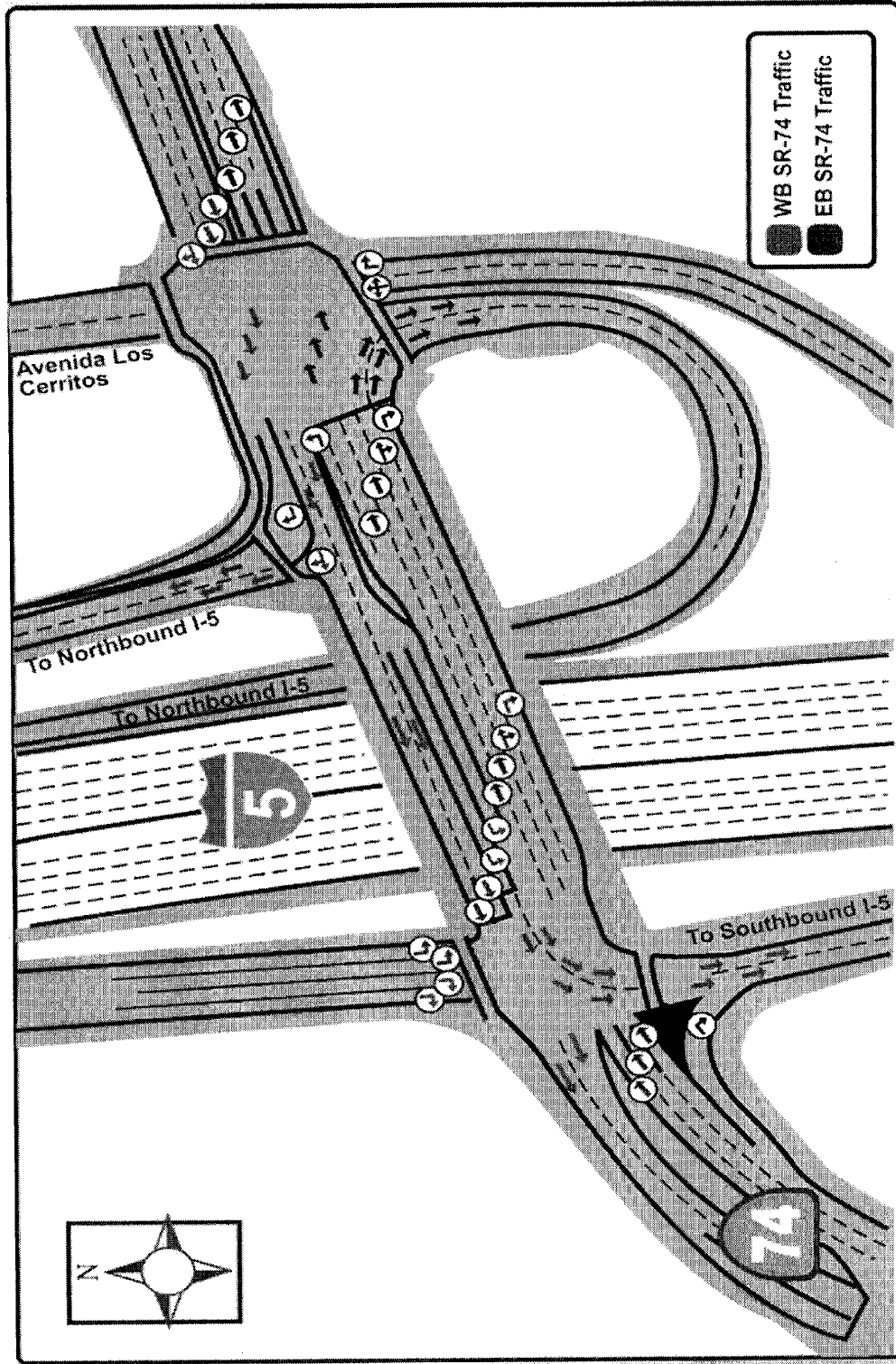
I-5/ORTEGA HIGHWAY  
INTERCHANGE IMPROVEMENT  
PROJECT



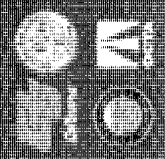
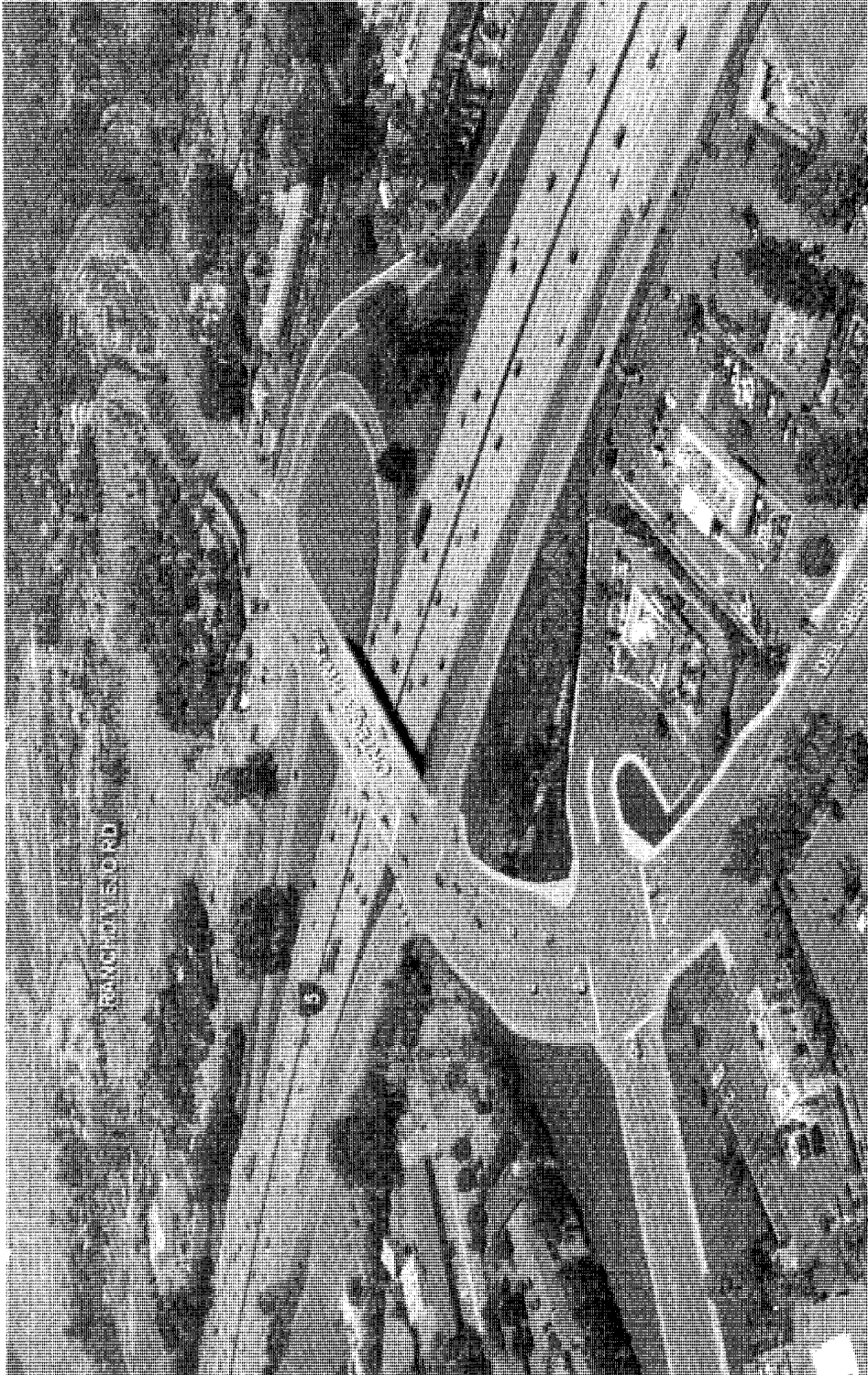
# Construction Completion



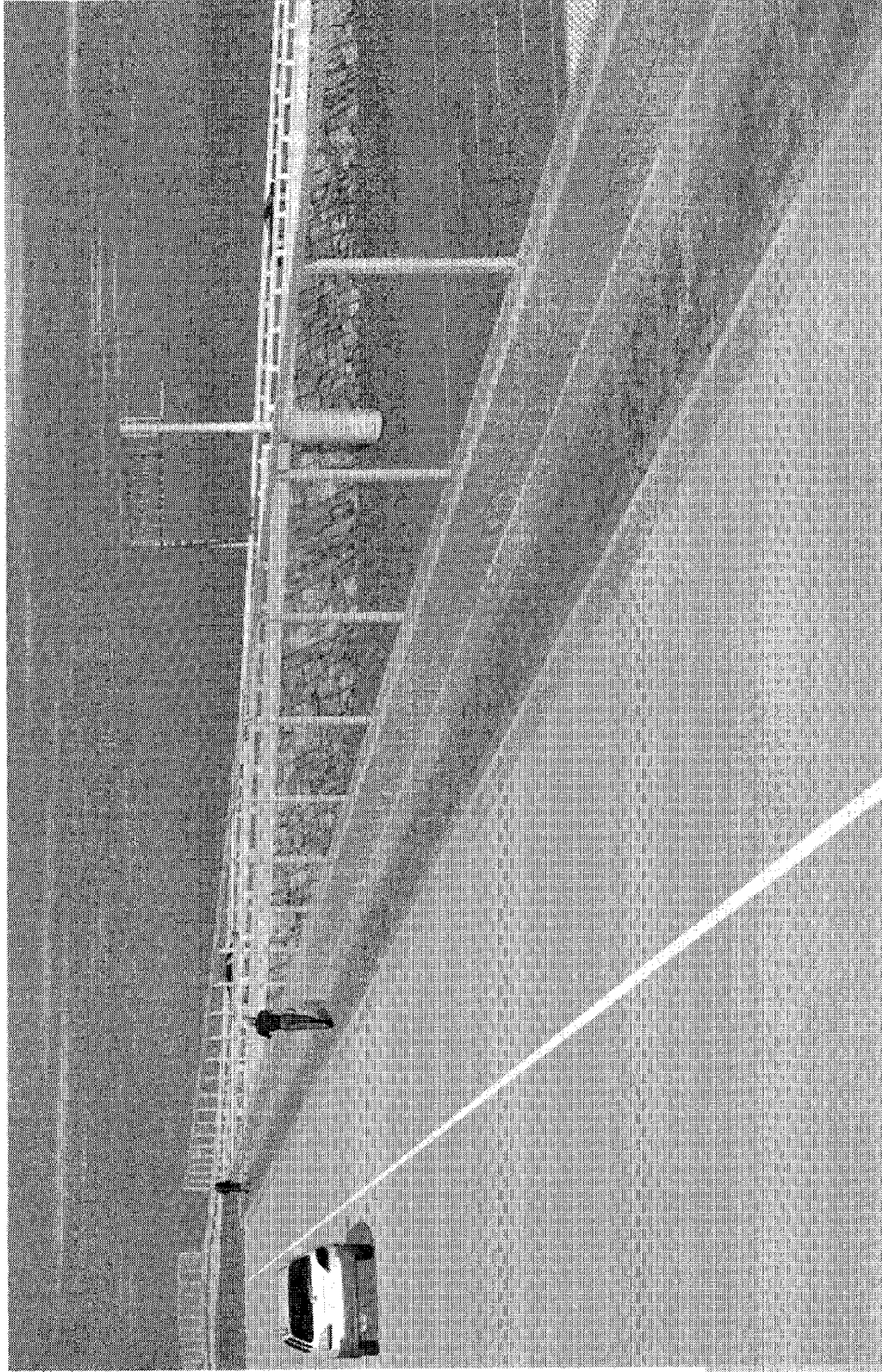
# Ortega Highway Interchange Final Configuration



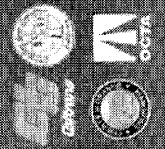
# Improved Interchange



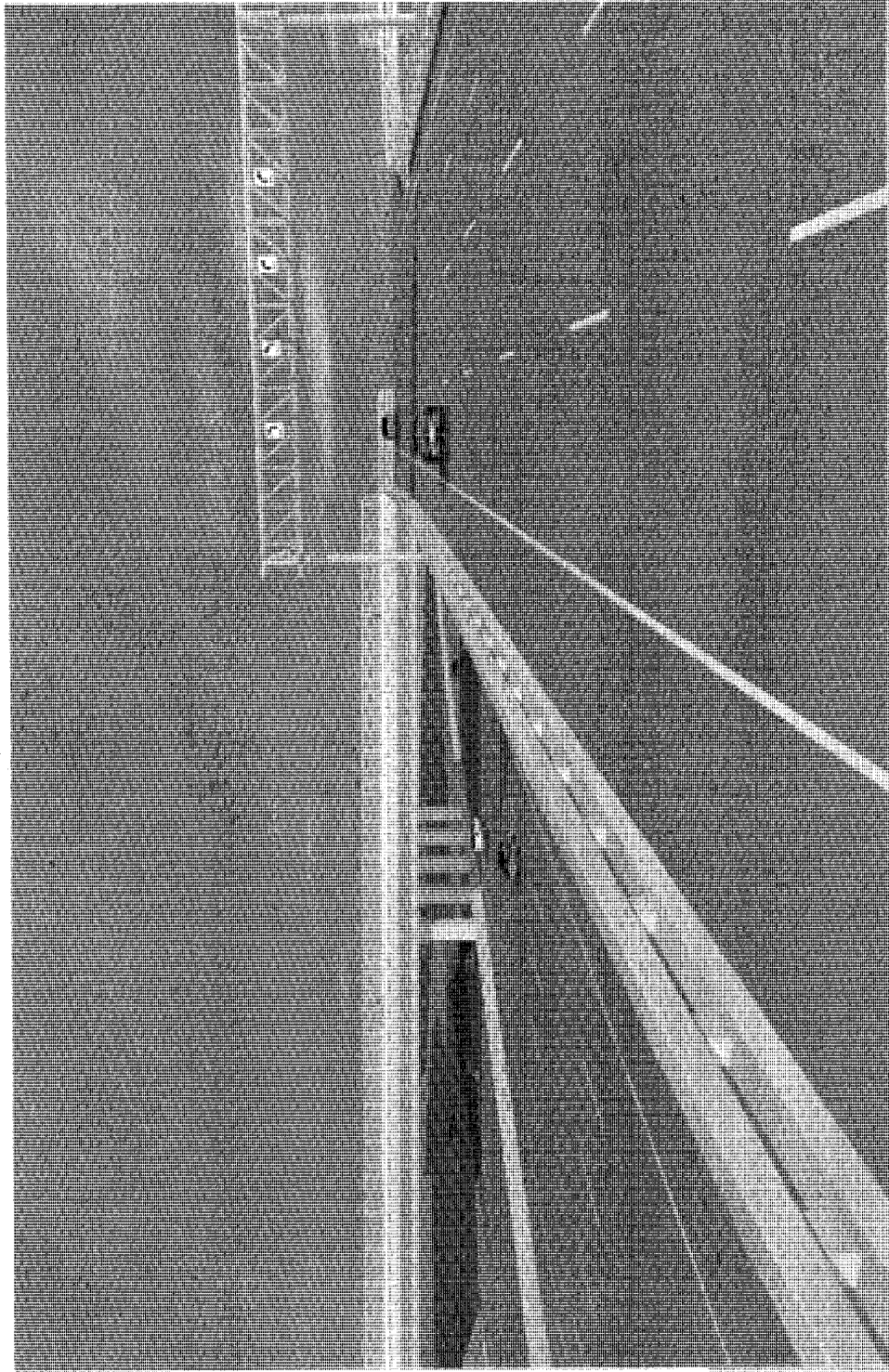
# Rendering of Ortega Highway Bridge



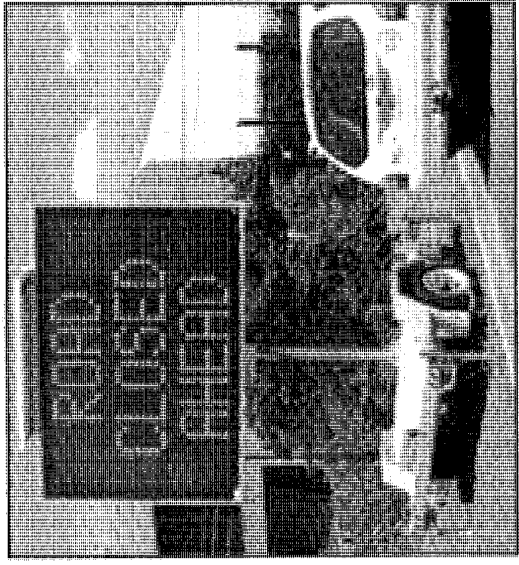
35 of 39



# Rendering of Southbound Off-ramp

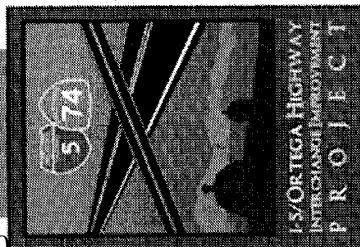


# Traffic Management



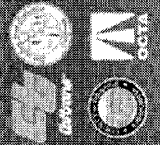
- ▶ Public Outreach
- ▶ Motorist Information
- ▶ Construction Strategies
- ▶ Contingency Plans
- ▶ Incident Management, Construction Zoned  
Enhanced Enforcement Program,  
Transportation Management Center





# Public Outreach

- ▶ Dedicated community liaison
- ▶ Proactive communication
- ▶ 100% response rate
- ▶ Outreach to key stakeholders
- ▶ Social media
- ▶ Traditional media
- ▶ Community events
- ▶ Flyers / Canvassing
- ▶ Weekly construction alerts
- ▶ PSA
- ▶ Bill Inserts



# Thank You!

## Keeping You Informed

To receive project updates, visit our website and sign up for our mailing list.



[ortegainfo@dot.ca.gov](mailto:ortegainfo@dot.ca.gov)



{Like us on Facebook}  
**Ortega Interchange  
Project**



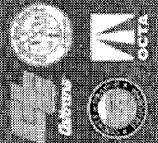
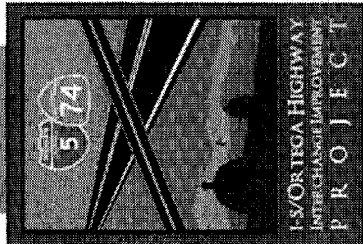
[ortega.dot.ca.gov](http://ortega.dot.ca.gov)



{Follow us on Twitter}  
**@OrtegaHighway**



Caltrans Public Information Office  
**(949) 724-2000**

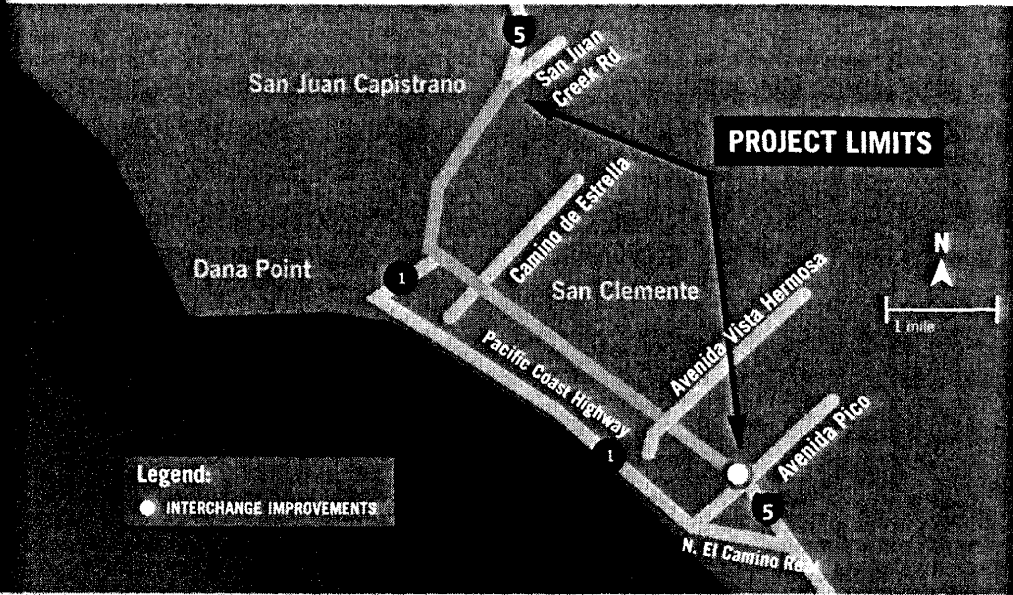


# SOUTH COUNTY

## I-5 IMPROVEMENT PROJECTS AVENIDA PICO TO SAN JUAN CREEK ROAD

**MILES**  
5.7

**IMPACTED CITIES**  
San Clemente, San Juan Capistrano, Dana Point



### AT A GLANCE

**PROJECT COST:** \$275 million


**FUNDING:** Measure M funds

**SEGMENTS:**

- Pico to Vista Hermosa
- Vista Hermosa to PCH
- PCH to San Juan Creek Rd

**COMMUNITY OUTREACH:** Julie Toledo  
714/560-5573  
jtoledo@octa.net

**WEBSITE:** [www.octa.net/I5Pico](http://www.octa.net/I5Pico)

 [www.facebook.com/OC15SouthCounty](https://www.facebook.com/OC15SouthCounty)

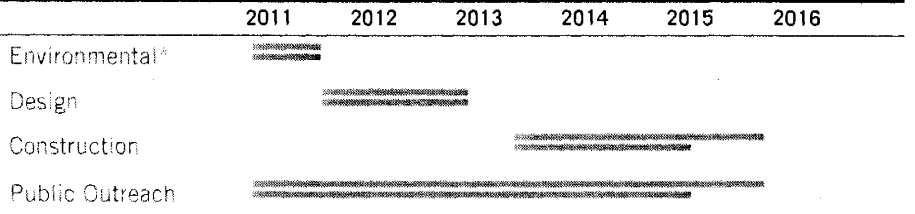
 Fact sheet as of Winter 2013

### PROJECT HIGHLIGHTS

The \$275 million project will:

- Add a carpool lane in both directions on I-5 between Avenida Pico and San Juan Creek Road
- Improve the sight distance on the southbound horizontal curve north of PCH
- Reconstruct the Avenida Pico interchange including widening the northbound Avenida Pico on-ramp to three lanes
- Provide dual left turn lanes to both northbound and southbound Avenida Pico off-ramps
- Add sound walls where needed

### I-5 SOUTH COUNTY IMPROVEMENT



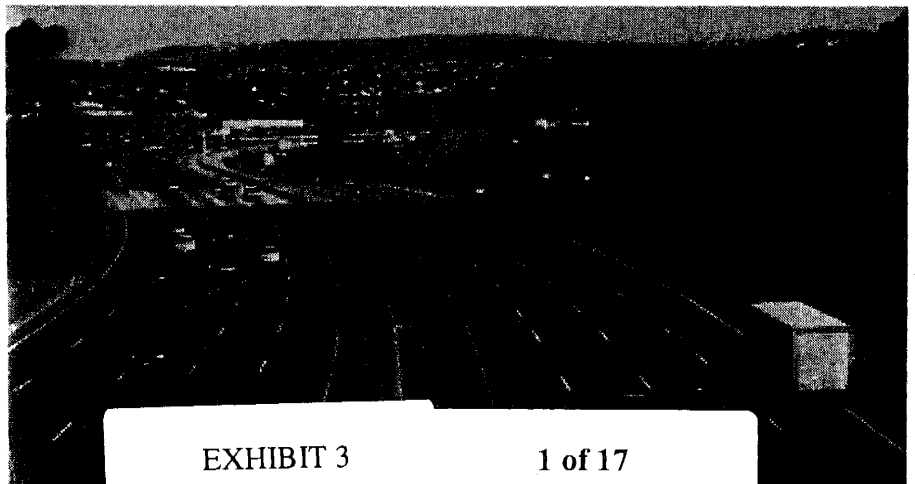
- Vista Hermosa to PCH
- PCH to San Juan Creek Rd
- Pico to Vista Hermosa

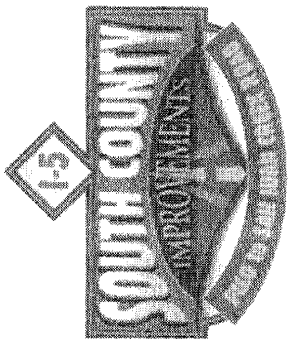
\*Completed



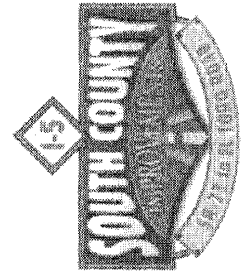
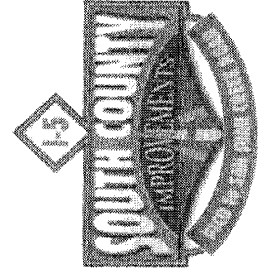
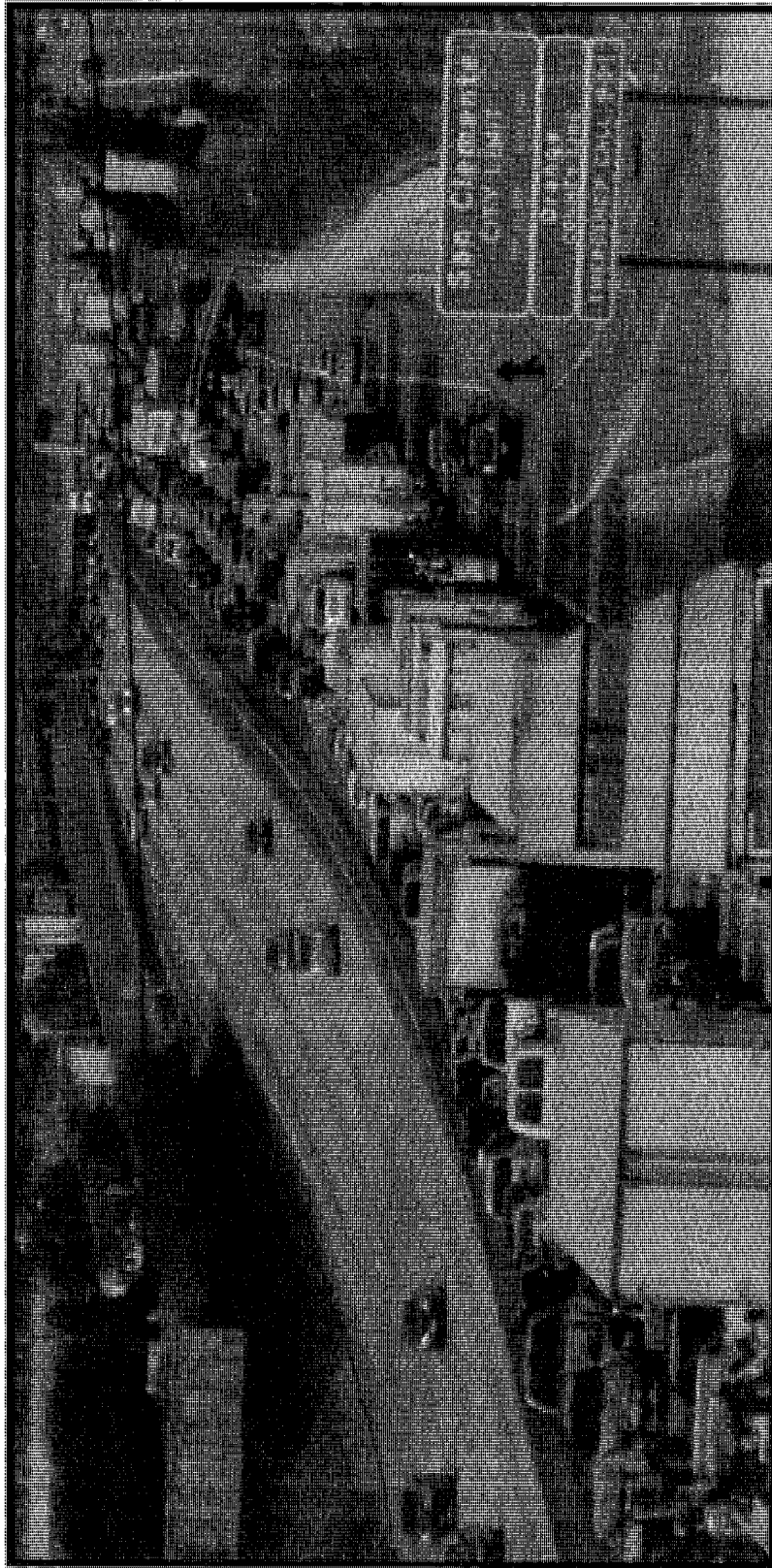
[www.octa.net](http://www.octa.net)  
Orange County Transportation Authority

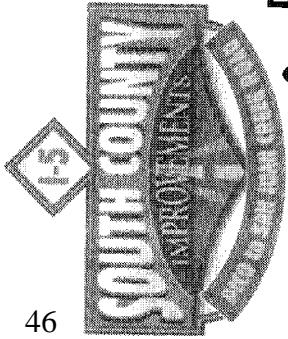
100 N. Main Street  
Orange, CA 92667-1161  
(714) 951-1161





# I-5 South County Improvement Projects



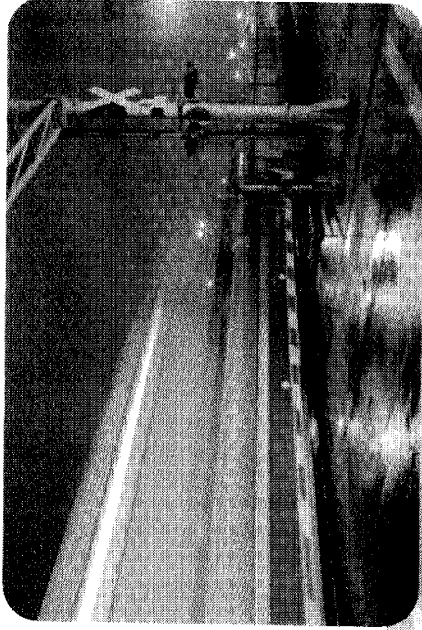


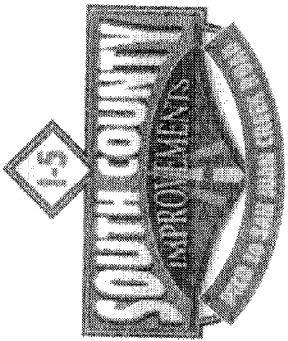
# Overview of OCTA

• Funds, plans and builds Orange County's transportation system including:

- Street improvements
- Metrolink rail service
- Countywide bus service
- 91 Express Lanes
- Freeway improvements

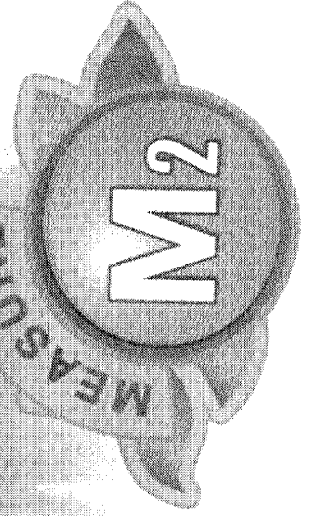
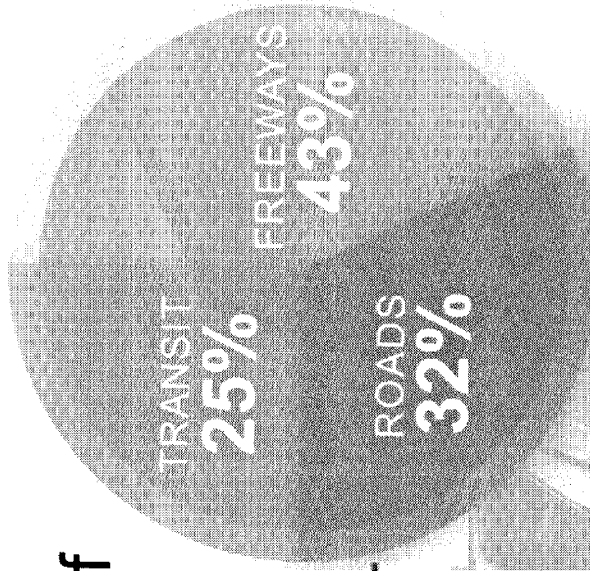
• Allocates federal, state and local transportation dollars including Measure M

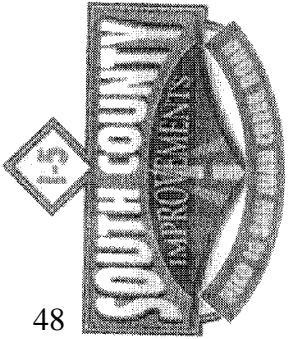




# Renewed Measure M (M2)

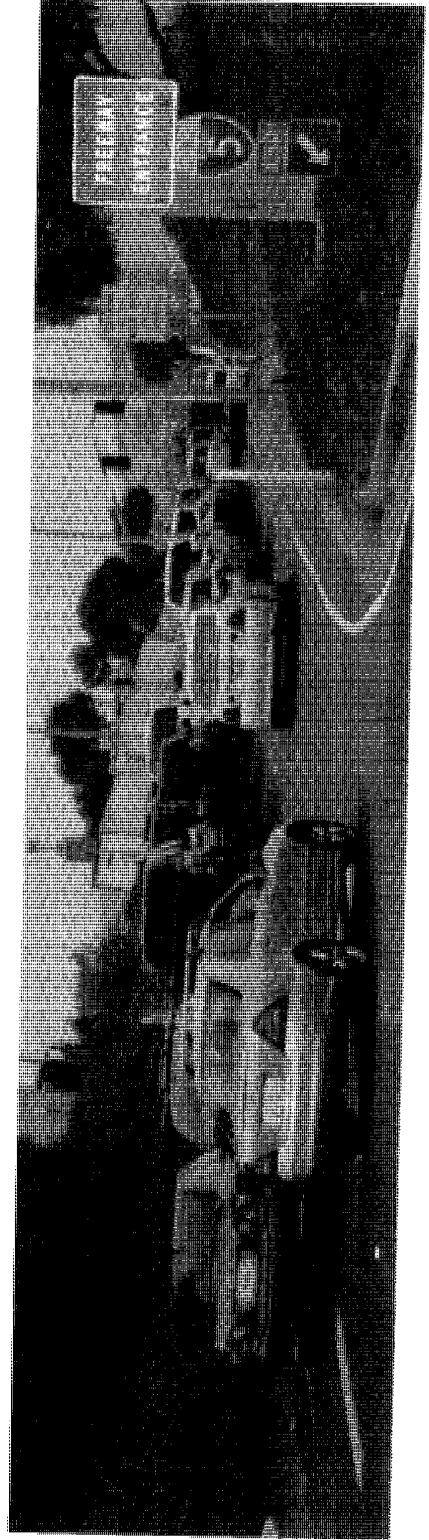
- Successful implementation of M1 completed in 2011
- Renewed by voters in 2006 – began collection April 2012
- 30-year, \$15 billion program
  - Innovative Environmental Programs
  - Taxpayer Safeguards
  - Roads, Transit, Freeways

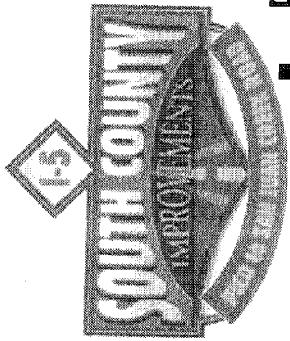




# Why Improve the I-5 in South County?

- Traffic expected to increase significantly over the next 20 years
- Freeway lanes congested: general purpose and carpool
- Local streets and intersections also congested



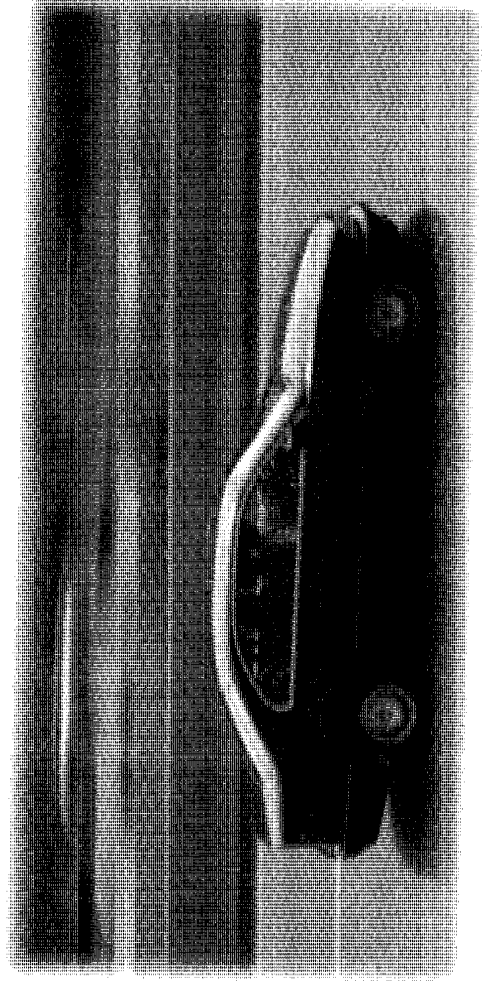


# I-5 South County Goals

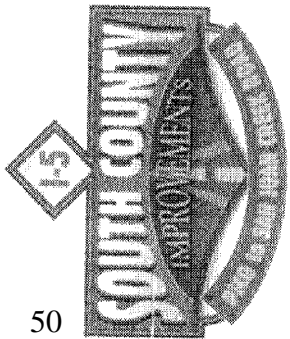
- Relieve local street congestion within interchange areas
- Reduce congestion on I-5 within the project limits
- Enhance safety
- Minimize the amount of right of way acquisition needed for the project
- Provide continuity of the I-5 main line carpool network within the project limits



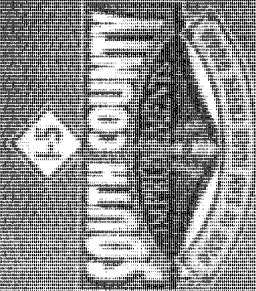
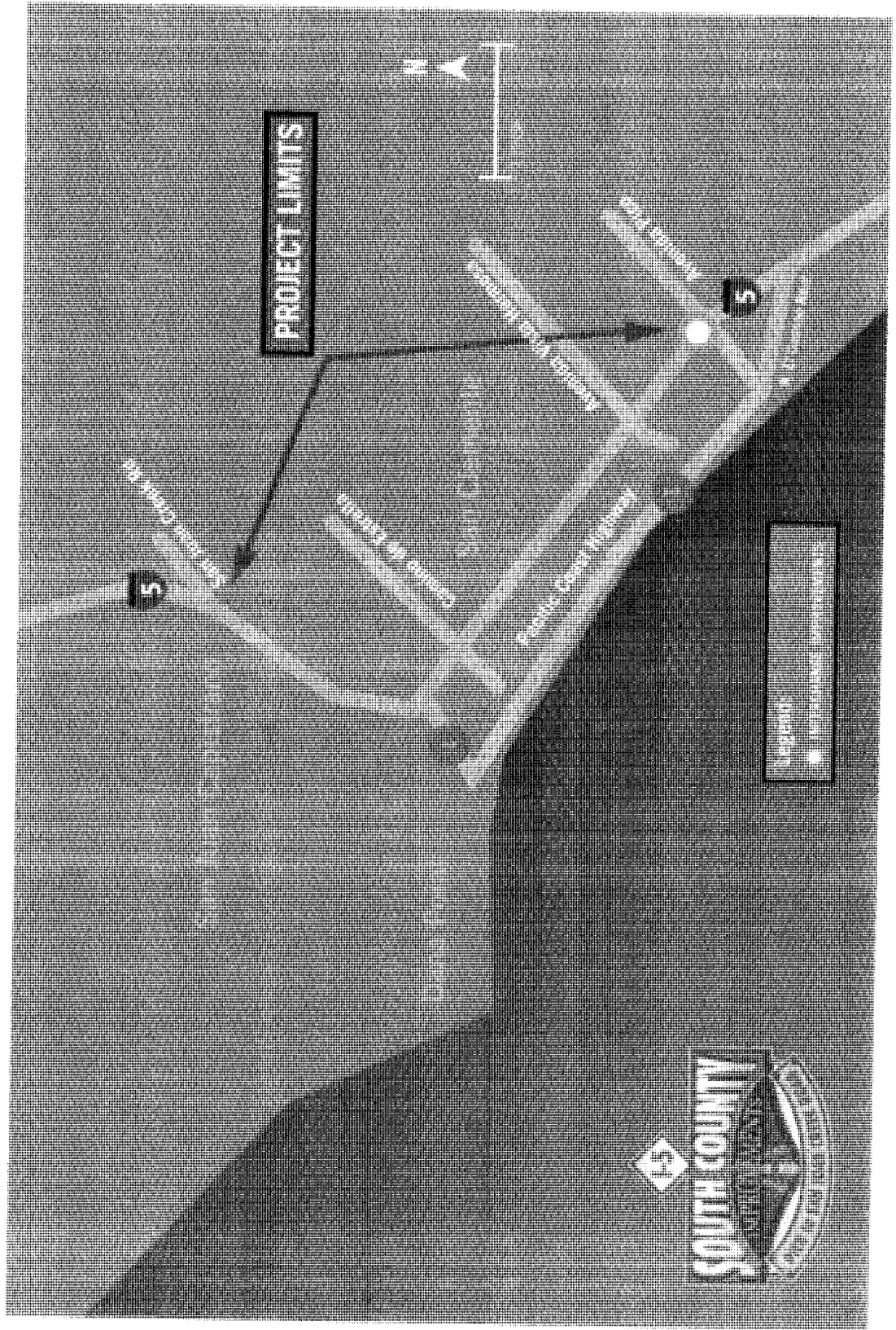
6 of 17

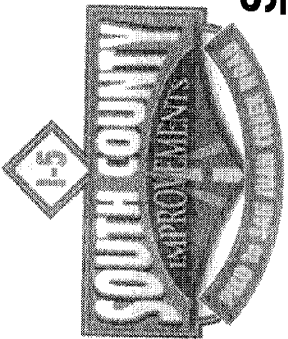






# Project I I-5 from Avenida Pico to San Juan Creek Road





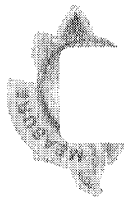
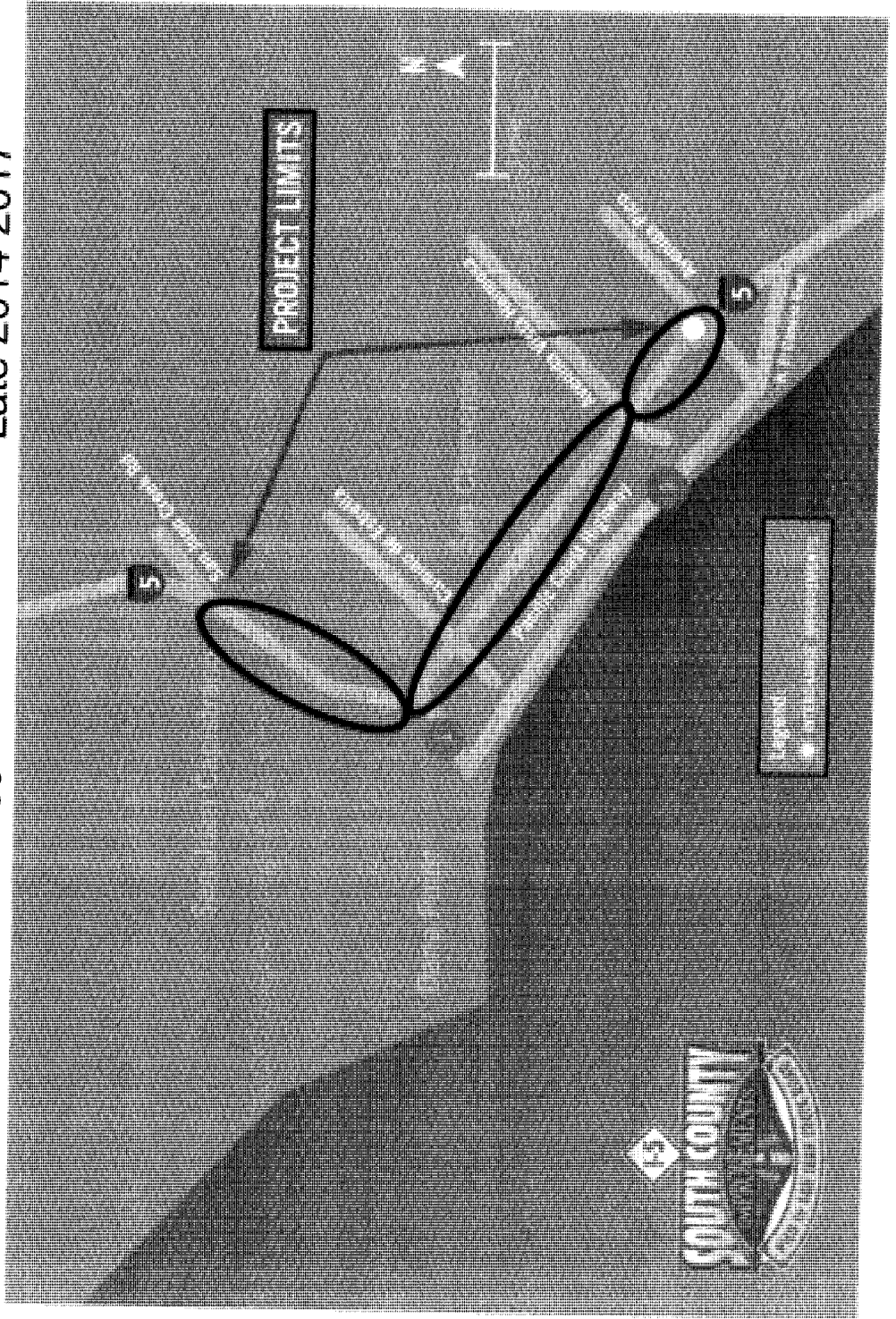
# Project I I-5 from Avenida Pico to San Juan Creek Road

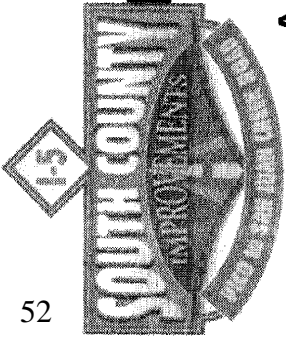
## Segments

- San Juan Creek Road to PCH
- PCH to Vista Hermosa
- Vista Hermosa to Avenida Pico

## Construction Schedule

- Late 2013 to 2015
- Late 2013 to 2015
- Late 2014-2017



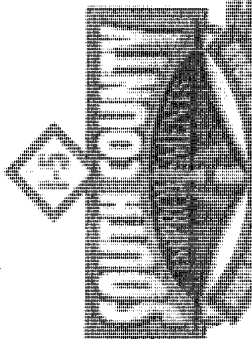


## Project Highlights – Pico to San Juan Creek

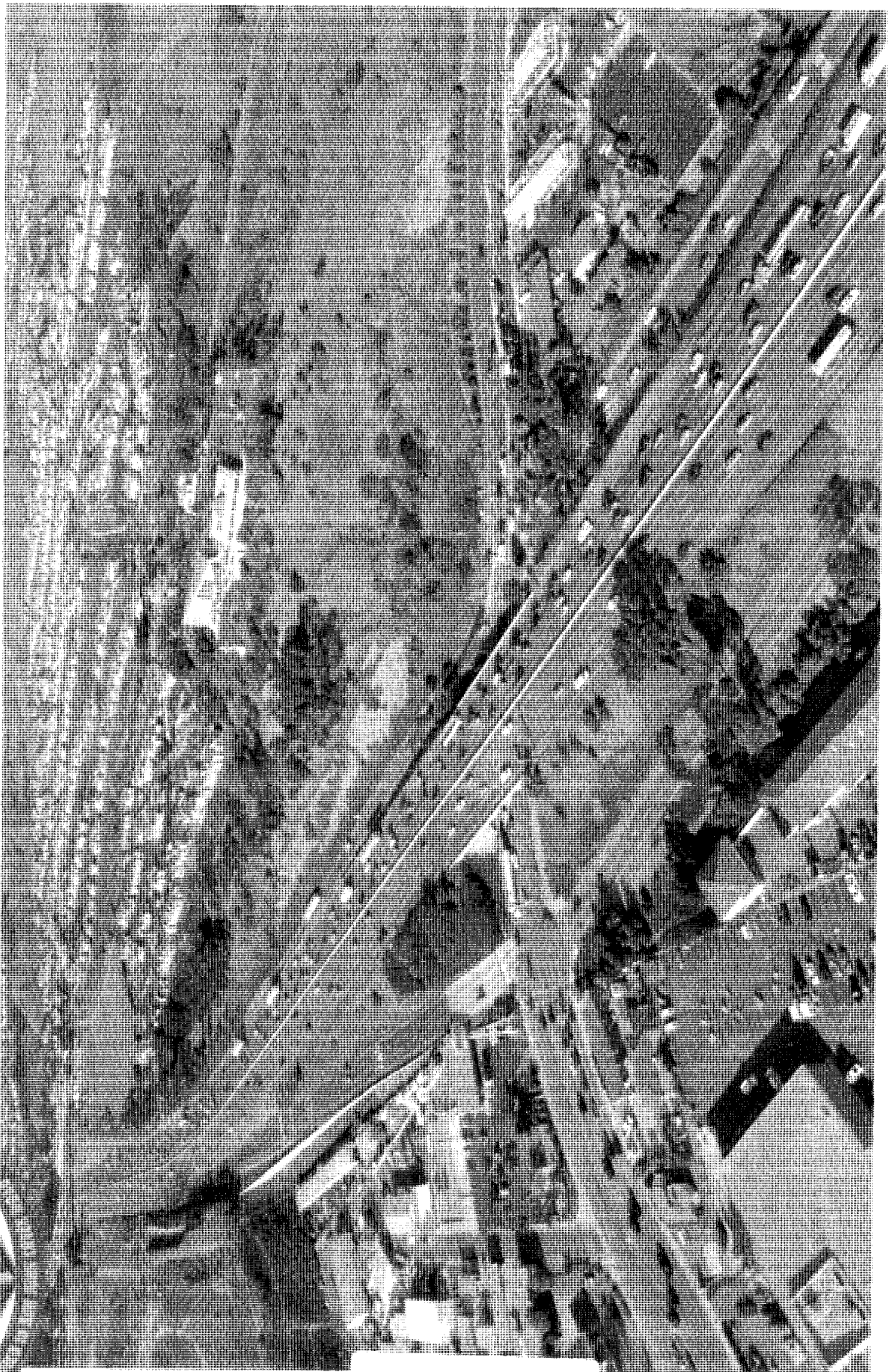
- Add one carpool lane in each direction
- Improve sight distance on SB horizontal curve north of PCH
- Reconstruct Avenida Pico interchange:
  - Widen northbound Avenida Pico on-ramp to three lanes
  - Provide dual left-turn lanes to both NB and SB Avenida Pico off-ramps
- Add soundwalls
- Approximately \$275 million from Measure M, federal and state funds
- Construction begins late 2013



NB= northbound  
SB= southbound

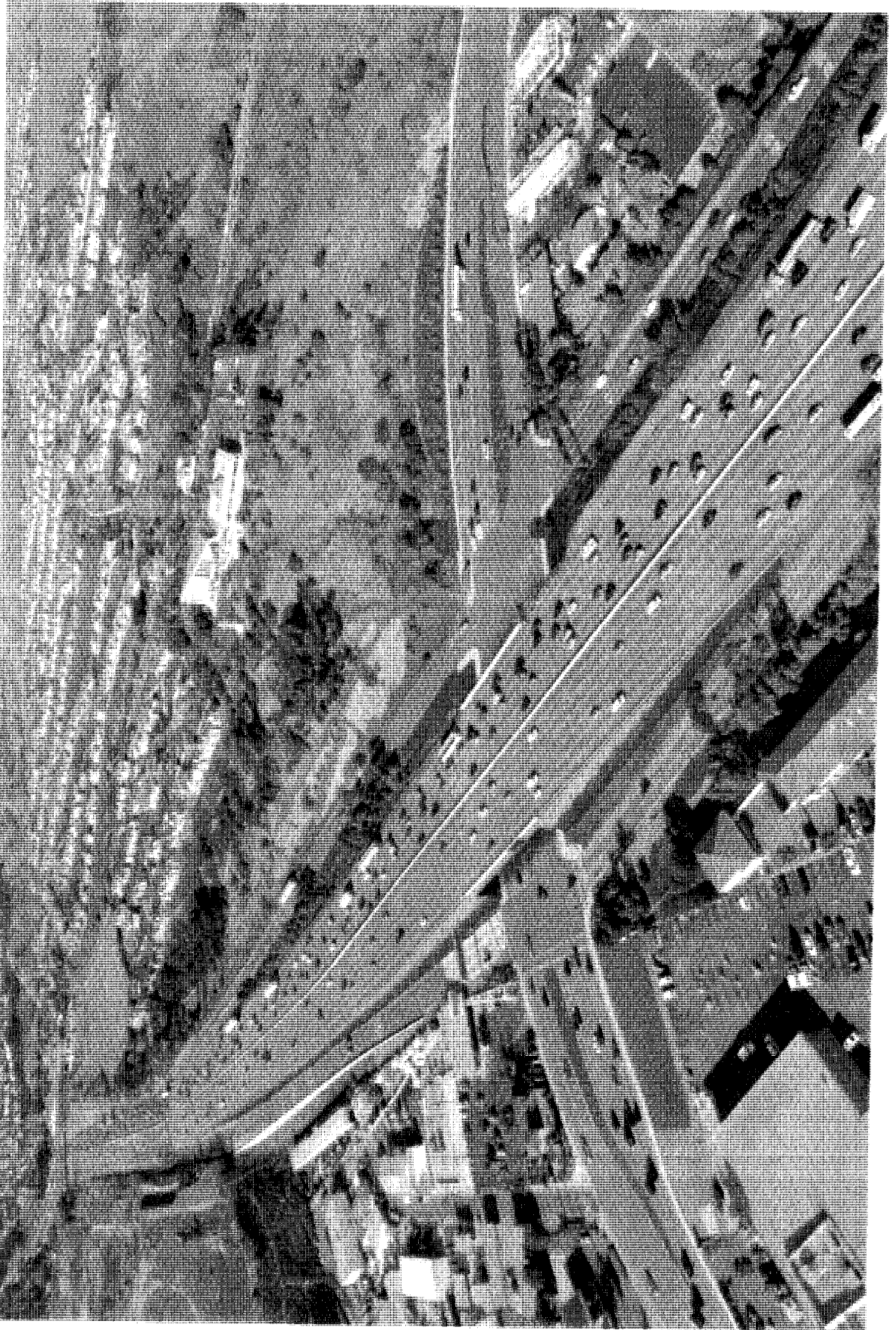


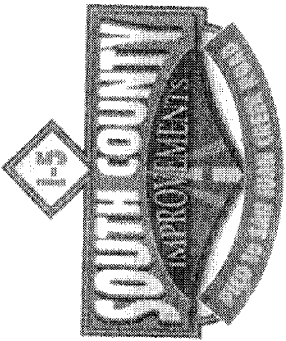
# Existing Pico Interchange





# Proposed Pico Interchange

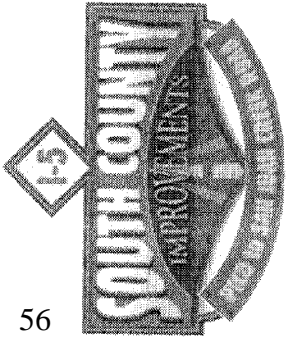




# Anticipated Pico Interchange Schedule\*

- **Construction Begins:** Summer 2014
- **Remove West-Half of Bridge:** Fall 2014
- **West-Half Construction:** Fall 2014-Fall 2015
- **Remove East-Half of Bridge:** Fall 2015
- **East-Half Construction:** Fall 2015-Winter 2016
- **Construction Complete:** Spring 2017

\*Dates subject to change due to inclement weather or other unforeseen activities

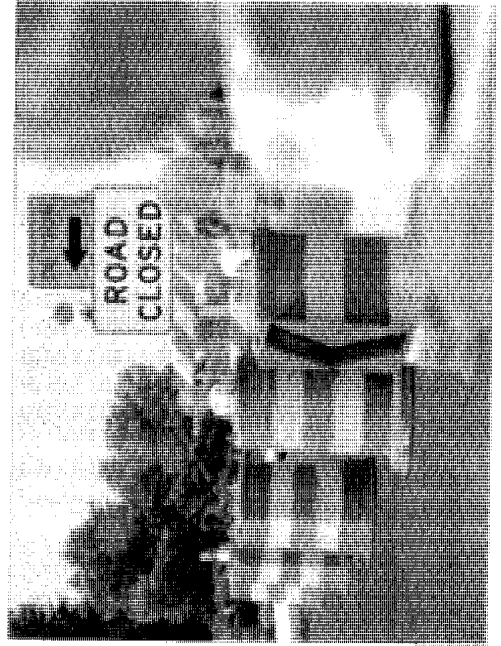
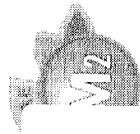


# Pico Interchange Closures Schedule\*

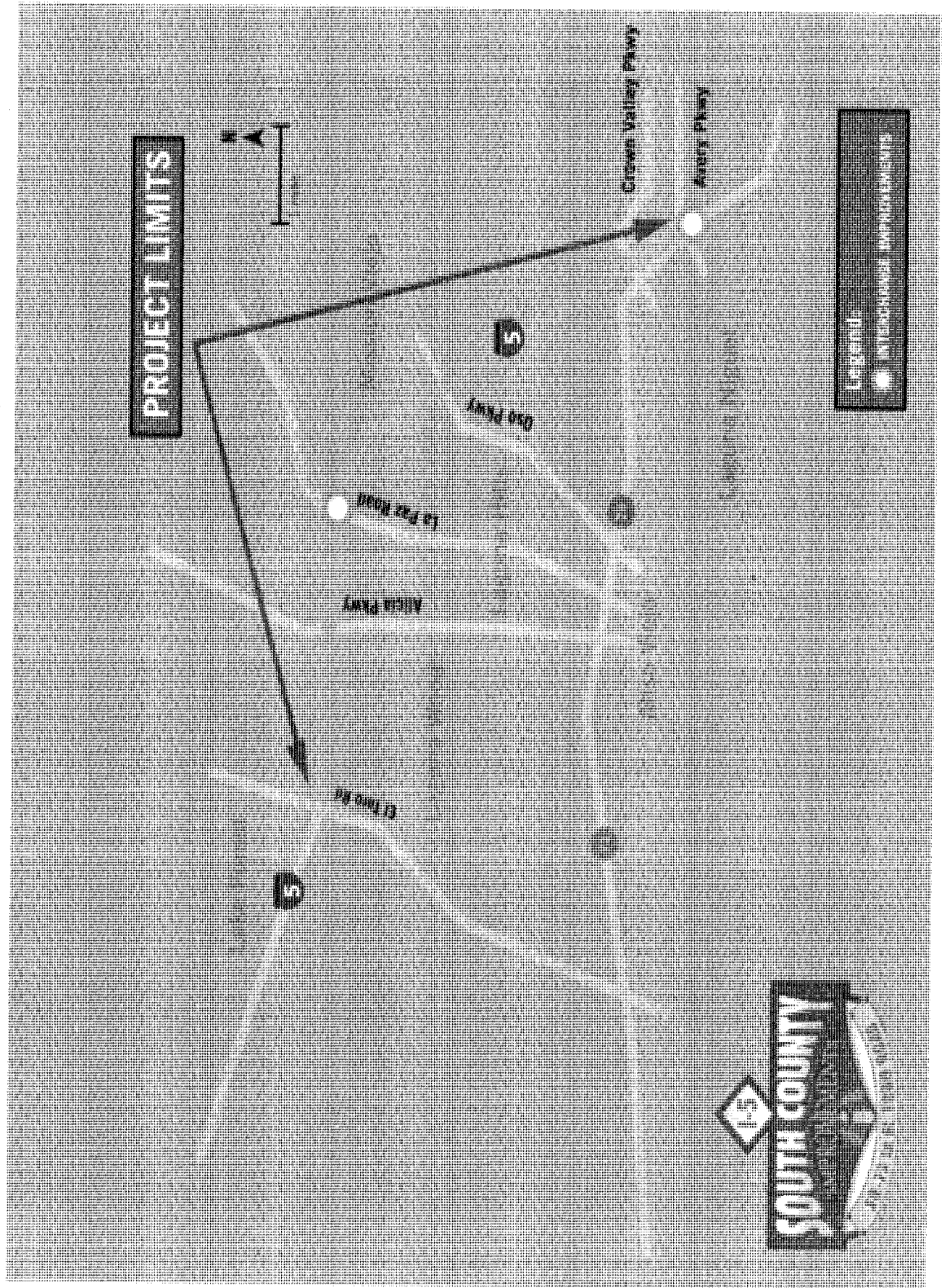
Crews will work to mitigate all closures. Anticipated closures are as follows:

- Late Feb. 2015: SB on- and off-ramp closed for 2-4 days
- Mid-Aug. 2015: SB off-ramp closed for one night
- Early Nov. 2016: NB on- and off-ramp closed for 2-4 days
- Mid- Nov. 2016: SB on- and off-ramp closed for 2-4 days

\*Dates subject to change due to inclement weather or other unforeseen activities



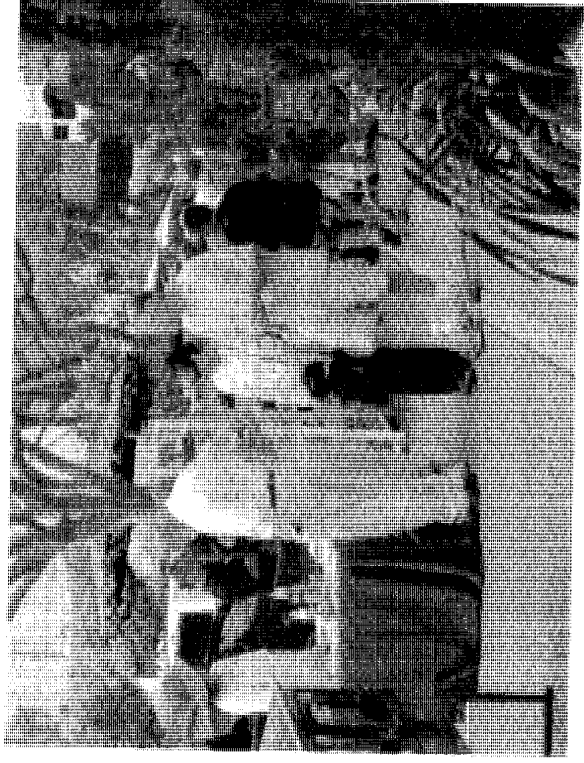
# Project II: I-5 from SR-73 to El Toro Road

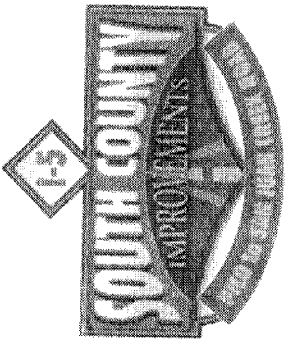




# Ongoing Community Outreach

- Brief officials in all impacted cities; provide council presentations in early 2013
- Host community meetings
- Conduct ascertainments with key stakeholders such as churches, schools, shopping centers, community groups and organizations
- Host speakers bureau
- Update Facebook posts
- Share website updates
- Distribute e-Newsletters





# 2013 Look Ahead

## Pico to San Juan Creek Road

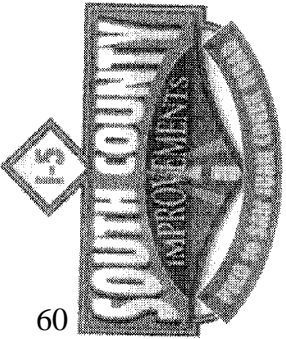
- Community Presentations – ongoing
- Stakeholder Working Group – quarterly (April)
- Council presentations to all impacted cities – Fall
- Community Open Houses – late Summer/early Fall
- Groundbreaking – Fall 2013



## SR-73 to El Toro Road

- Council presentations to all impacted cities – Ongoing
- Open Houses – February 27 & 28, 2013
- Public Hearing – July 2013





# Thank You!

For more information contact:

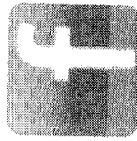
**Julie Toledo**

Community Relations Specialist

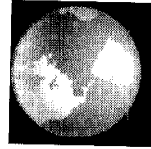
714-560-5573

[jtoledo@octa.net](mailto:jtoledo@octa.net)

Check us out online at:

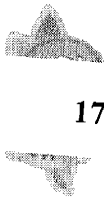


[www.facebook.com/OCI5SouthCounty](http://www.facebook.com/OCI5SouthCounty)



[www.octa.net/I5Pico](http://www.octa.net/I5Pico)

[www.octa.net/I5EIToro](http://www.octa.net/I5EIToro)



Regular Meeting

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES

33122 Valle Road  
San Juan Capistrano, CA 92675

February 8, 2011

7:00 p.m.

**I. PRELIMINARY**

Meeting was called to order by \_\_\_\_\_

Pledge of Allegiance to the Flag

Board consideration and adoption of the agenda.

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

**ROLL CALL:**

Jack R. Brick, President  
Dr. Gary Pritchard, Vice President  
John Alpay, Clerk  
Ellen M. Addonizio, Member  
Anna Bryson, Member  
Lynn Hatton, Member  
Sue Palazzo, Member  
Larson Ishii, Student Advisor

Present	Absent
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**CLOSED SESSION COMMENTS**

**CLOSED SESSION**  
**6:00 p.m.**

**REPORT ON CLOSED SESSION ACTION**

**SPECIAL RECOGNITIONS**

*Kevin Clark – Best Director Award*  
*Student Body President's Report – San Juan Hills High School*

**BOARD AND SUPERINTENDENT COMMENTS**

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

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

**PUBLIC HEARING: Agenda Item #31 – Community Facilities District (CFD) 2005-1 Whispering Hills**

**RECOR**  
In accordance with Board Policy 9324, 1

**EXHIBIT 4**

**MEETINGS**  
All Board Meetings will be audio recorded. 61

### III. CONSENT CALENDAR

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

#### GENERAL FUNCTIONS

PAGE #

1. AMENDED SCHOOL BOARD MINUTES: Approval, amended minutes of the December 7, 2010, Regular Board Meeting. 1  
(Supporting Information)  
*Contact: Jane Boos, Manager, Board Office Operations*
2. SCHOOL BOARD MINUTES: Approval, minutes of the December 13, 2010, Special Board Meeting, the January 11, 2011, Regular Board Meeting and the January 26, 2011, Special Board Meeting. 11  
(Supporting Information)  
*Contact: Jane Boos, Manager, Board Office Operations*

#### CURRICULUM & INSTRUCTION

3. INSTRUCTIONAL MATERIALS: Approval, instructional materials recommended for adoption—Stagecraft Fundamentals. 25  
(Supporting Information)  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services*
4. INSTRUCTIONAL MATERIALS: Approval, instructional materials recommended for adoption—IB Honors Physics, IB Chemistry, and IB Physics. 27  
(Supporting Information)  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services*
5. EXPULSION READMISSIONS: Approval, readmission of students from expulsion. 31  
(Supporting Information)  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services*
6. CONSOLIDATED APPLICATION-PART II: Approval, 2010-2011 Consolidation Application for Funding Categorical Aid Programs, Part II. 33  
(Supporting Information)  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services*
7. REMEDIAL HIGH SCHOOL SUMMER SCHOOL PROGRAM: Approval, proposed revised 2011 remedial high school summer program. 35  
(Supporting Information)  
*Contact: Julie Hatchel, Assistant Superintendent, Education Services*

#### BUSINESS & SUPPORT SERVICES

8. PURCHASE ORDERS/WARRANTS: Approval, purchase orders, warrants, and consultant agreements. 39  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
9. DONATIONS: Approval, donations of funds and equipment. 91  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*

10. CONSULTING AGREEMENT: Approval, grant evaluation services, Center for Grants and Evaluation, Inc. 95  
 (Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
11. CONSULTING AGREEMENT: Approval, elementary math professional development, Math Solutions, a Division of Scholastic Inc. 105  
 (Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
12. CONSULTING AGREEMENT: Approval, architectural services, PJHM Architects, Inc. 115  
 (Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
13. INDEPENDENT CONTRACTOR AGREEMENT: Approval, purchase, and removal of obsolete textbooks, Independent Book Buying Services, LLC. 131  
 (Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
14. INDEPENDENT CONTRACTOR AGREEMENT: Approval, creative writing assemblies, The Imagination Machine. 143  
 (Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
15. SAN JUAN HILLS HIGH SCHOOL STADIUM: Approval, authorization to advertise Bid No. 1011-15, San Juan Hills High School Stadium, Phase II. 153  
 (Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
16. CONTRACT AMENDMENT: Approval, contract amendment for WLC Architects, CVHS Performing Arts Center. 161  
 (Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
17. STATEMENT OF WORK AGREEMENT: Approval, authorization to enter into a Statement of Work Agreement for Installation, Training, and Support for Deployment of SharePoint. 175  
 (Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
18. INDEPENDENT CONTRACTOR AGREEMENT: Approval, independent educational evaluation for student transition planning assessment, Gary Greene. 197  
 (Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
19. SPECIAL TAX CONSULTING SERVICES: Approval, authorization to advertise for Request for Qualifications No. 6-1011, Special Tax Consulting Services for Public Financing. 207  
 (Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
20. STUDENT ASSESSMENT AND DATA ANALYSIS SYSTEM: Approval, authorization to advertise for Request for Qualifications No. 7-1011, Student Assessment and Data Analysis System. 223  
 (Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*

**PERSONNEL SERVICES**

- 21. RESIGNATIONS/RETIREMENTS/EMPLOYMENT: Approval, classified personnel. 245  
(Supporting Information)  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel*
  
- 22. RESIGNATIONS/RETIREMENTS/EMPLOYMENT: Approval, certificated personnel. 253  
(Supporting Information)  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel*
  
- 23. COACHES: Approval, authorization of coaches to provide second semester Physical Education credit. 261  
(Supporting Information)  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel*
  
- 24. WILLIAMS SETTLEMENT: Approval and acceptance of the 2010-2011 Quarterly Report - Williams Settlement Uniform Complaint Procedures. 265  
(Supporting Information)  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel*

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_  
ROLL CALL:  
Student Advisor Larson Ishii \_\_\_\_\_  
Trustee Addonizio \_\_\_\_\_ Trustee Hatton \_\_\_\_\_  
Trustee Alpay \_\_\_\_\_ Trustee Palazzo \_\_\_\_\_  
Trustee Bryson \_\_\_\_\_ Trustee Pritchard \_\_\_\_\_  
Trustee Brick \_\_\_\_\_

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

**IV. DISCUSSION/ACTION**

- 25. **BUDGET DEVELOPMENT:** Consideration and approval, preliminary budget development calendar, budget guidelines, and budget assumptions for fiscal year 2011-2012. DISCUSSION/  
ACTION  
Vote \_\_\_\_\_  
(Supporting Information) Page 269  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*

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

- 26. **BOARD POLICY REVISION:** Second reading of revisions to Board Policy 1113, *District Web and Social Media Sites.* DISCUSSION/  
ACTION  
Vote \_\_\_\_\_  
(Supporting Information) Page 289  
*Contact: Marcus Walton, Chief Communications Officer*

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

- 27. **BOARD POLICY REVISION:** First reading of revisions to Board Policy 1325, *Advertising and Promotion,* and Board Policy 1326, *Posting and Distributing Flyers.* INFORMATION/  
DISCUSSION  
Page 295  
(Supporting Information)  
*Contact: Marcus Walton, Chief Communications Officer*

- |   |   |
|---|---|
| <p>28. <b>BOARD POLICY REVISION:</b> First reading of revisions to Board Policy 5117.1,<br/><i>Open Enrollment Act/Romero Bill.</i><br/>(Supporting Information)<br/><i>Contact: Julie Hatchel, Assistant Superintendent, Education Services</i></p>  | <p>INFORMATION/<br/>DISCUSSION<br/>Page 301</p>           |
| <p>29. <b>BOARD POLICY REVISION:</b> First reading of revisions to Board Policy 5118,<br/><i>Interdistrict Attendance Agreements.</i><br/>(Supporting Information)<br/><i>Contact: Julie Hatchel, Assistant Superintendent, Education Services</i></p>  | <p>INFORMATION/<br/>DISCUSSION<br/>Page 307</p>           |
| <p>30. <b>BOARD POLICY REVISION:</b> First reading of revisions to Board Policy 5119,<br/><i>Open Enrollment.</i><br/>(Supporting Information)<br/><i>Contact: Julie Hatchel, Assistant Superintendent, Education Services</i></p>  | <p>INFORMATION/<br/>DISCUSSION<br/>Page 313</p>           |
| <p>31. <b>COMMUNITY FACILITIES DISTRICT 2005-1 (WHISPERING HILLS) –<br/>PUBLIC HEARING CONTINUED:</b> Consideration and approval, Resolution No.<br/>1011-38 terminating public hearing for consideration of reducing special taxes of<br/>CFD No. 2005-1 (Whispering Hills).<br/>(Supporting Information)<br/><i>Contact: Ron Lebs, Deputy Superintendent, Business &amp; Support Services</i></p> | <p>DISCUSSION/<br/>ACTION<br/>Vote _____<br/>Page 321</p> |
| <p>Motion by _____ Seconded by _____</p>  |   |
| <p>ROLL CALL:</p>   |   |
| <p>Student Advisor Larson Ishii _____</p>   |   |
| Trustee Addonizio _____   | Trustee Hatton _____                                      |
| Trustee Alpay _____   | Trustee Palazzo _____                                     |
| Trustee Bryson _____  | Trustee Pritchard _____                                   |
|   | Trustee Brick _____                                       |
| <p>32. <b>DIVISION OF STATE ARCHITECT:</b> Update of progress of the Division of State<br/>Architect Construction and Project listing.<br/>(Supporting Information)<br/><i>Contact: Ron Lebs, Deputy Superintendent, Business &amp; Support Services</i></p>  | <p>INFORMATION/<br/>DISCUSSION<br/>Page 327</p>           |

## V. ADJOURNMENT

**THE NEXT REGULAR MEETING OF THE GOVERNING BOARD WILL BE HELD ON  
TUESDAY, MARCH 8, 2011, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT  
OFFICE BOARD ROOM, 33122 VALLE ROAD,  
SAN JUAN CAPISTRANO, CALIFORNIA**

For information regarding Capistrano Unified School District, please visit our website:  
[www.capousd.org](http://www.capousd.org)



## VI. CLOSED SESSION

### 33. Closed Session (as authorized by law)

#### A. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

Number of cases: Two

*(Pursuant to Government Code §54956.9(a))*

Case No. 1

Superior Court of the State of California

County of Orange

Case No. 00300788

Whispering Hills LLC v. Capistrano Unified School District

Case No. 2

Superior Court of the State of California

County of Orange

Case No. 00424741

Gary Campbell v. Capistrano Unified School District

#### B. STUDENT EXPULSIONS – Items B-1 through B-13

Deliberations of Findings of Fact and Recommendations

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

#### C. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

Activities Director, Capistrano Valley High School

*(Pursuant to Government Code §54957)*

#### D. CONFERENCE WITH LABOR NEGOTIATORS

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

Employee Organization:

1) Capistrano Unified Education Association (CUEA)

2) Capistrano School Employees Association (CSEA)

3) Unrepresented Employees (CUMA)

4) Teamsters

*(Pursuant to Government Code §54957.6)*

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 8, 2011

TO: Jack R. Brick, President  
and Members  
Board of Trustees, Capistrano Unified School District

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

SUBJECT: **FISCAL YEAR 2011-2012 INITIAL BUDGET DISCUSSION -  
BUDGET DEVELOPMENT CALENDAR,  
BUDGET GUIDELINES AND BUDGET ASSUMPTIONS**

---

**BACKGROUND INFORMATION**

Education code and state law require school districts to annually prepare and present to the governing board for approval an operation budget for the coming fiscal year. One of the more challenging aspects about developing budgets for schools is that actual revenue is not known until after the fiscal year has ended. In order to create a framework for building the budget, staff makes certain assumptions and predictions regarding the components upon which the budget is constructed.

Budget guidelines are the overarching instructions staff uses when compiling the budget. They are looked to as the guiding parameters and targets the budget seeks to achieve. Budget assumptions are the primary revenue and expenditure estimates staff projects in order to compile the budget. Typically, the budget guidelines vary little from year to year. Budget assumptions can vary considerably, depending on the economic situation and the direction outlined in the Governor's budget proposal.

In addition, each year school districts are required to develop a budget development calendar for the coming budget year. The purpose of the calendar is to list, in detail, the steps of the budget development process and ensure all phases of the process are completed in a timely manner. The budget development calendar may be revised as necessary throughout the process.

A district's budget development calendar, budget guidelines, and budget assumptions are critical components of the budget development process. Establishing CUSD's budget development calendar creates a timeline to ensure we meet our fiscal requirements. Additionally, the guidelines and assumptions take into account the many internal and external factors affecting revenue and expenditure activity of the District.

### **CURRENT CONSIDERATION**

This agenda item presents for Board consideration a budget development calendar, budget guidelines, and budget assumptions based on the Governor's January budget proposal. The information contained within these documents will undoubtedly change as the state budget is formulated. Once the Governor's May budget revision is released, staff will formally revise this information and bring it back to the Board when the budget is presented for adoption in June. As budget details are released throughout the spring, these documents will be revised and updated as appropriate.

The following Exhibits are attached:

Exhibit A	Budget Calendar
Exhibit B	Budget Guidelines
Exhibit C	Budget Assumptions

### **FINANCIAL IMPLICATIONS**

There is no financial impact.

### **STAFF RECOMMENDATION**

It is requested Board President Jack Brick recognize Ron Lebs, Deputy Superintendent, Business & Support Services, who will present this item and answer any questions Trustees may have. Upon conclusion of the discussion, it is recommended the Board of Trustees approve the budget calendar, budget guidelines, and budget assumptions.

DISCUSSION/  
ACTION

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

February 8, 2011

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **INDEPENDENT CONTRACTOR AGREEMENT, PURCHASE AND  
REMOVAL OF OBSOLETE TEXTBOOKS – INDEPENDENT BOOK  
BUYING SERVICES, LLC**

---

**BACKGROUND INFORMATION**

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

In accordance with Board Policy 6161.3, Education Code §60510-60511 will be followed in regards to disposing of obsolete textbooks. The policy states that one of the options in dealing with out-of-date textbooks is to “conduct a sale, or sell to purchasers of obsolete books.” Therefore, the District reserves the right to utilize the services of Independent Book Buying Services, LLC (IBBS) for the purpose of removing books, selling, or recycling them. IBBS agrees to pick up the obsolete textbooks from the District warehouse or school sites free of charge, evaluate the market value of the textbooks, sell those that have value, and recycle those that have no monetary value. Monies made from the sale are returned to the District’s instructional materials account, in accordance with Education Code §60510.1 and District policy.

**CURRENT CONSIDERATIONS**

This agenda item requests approval of the attached independent contractor agreement to purchase and remove obsolete textbooks from various District sites (Exhibit A).

**FINANCIAL IMPLICATIONS**

There is no cost associated with this service. Income may be generated for books that have monetary value.

**STAFF RECOMMENDATION**

It is recommended the Board approve this independent contractor agreement to purchase and remove obsolete textbooks from various sites within the District.



# **BARCELONA HILLS ELEMENTARY SCHOOL**

*Planning Area Attendance Reassignment Proposal*

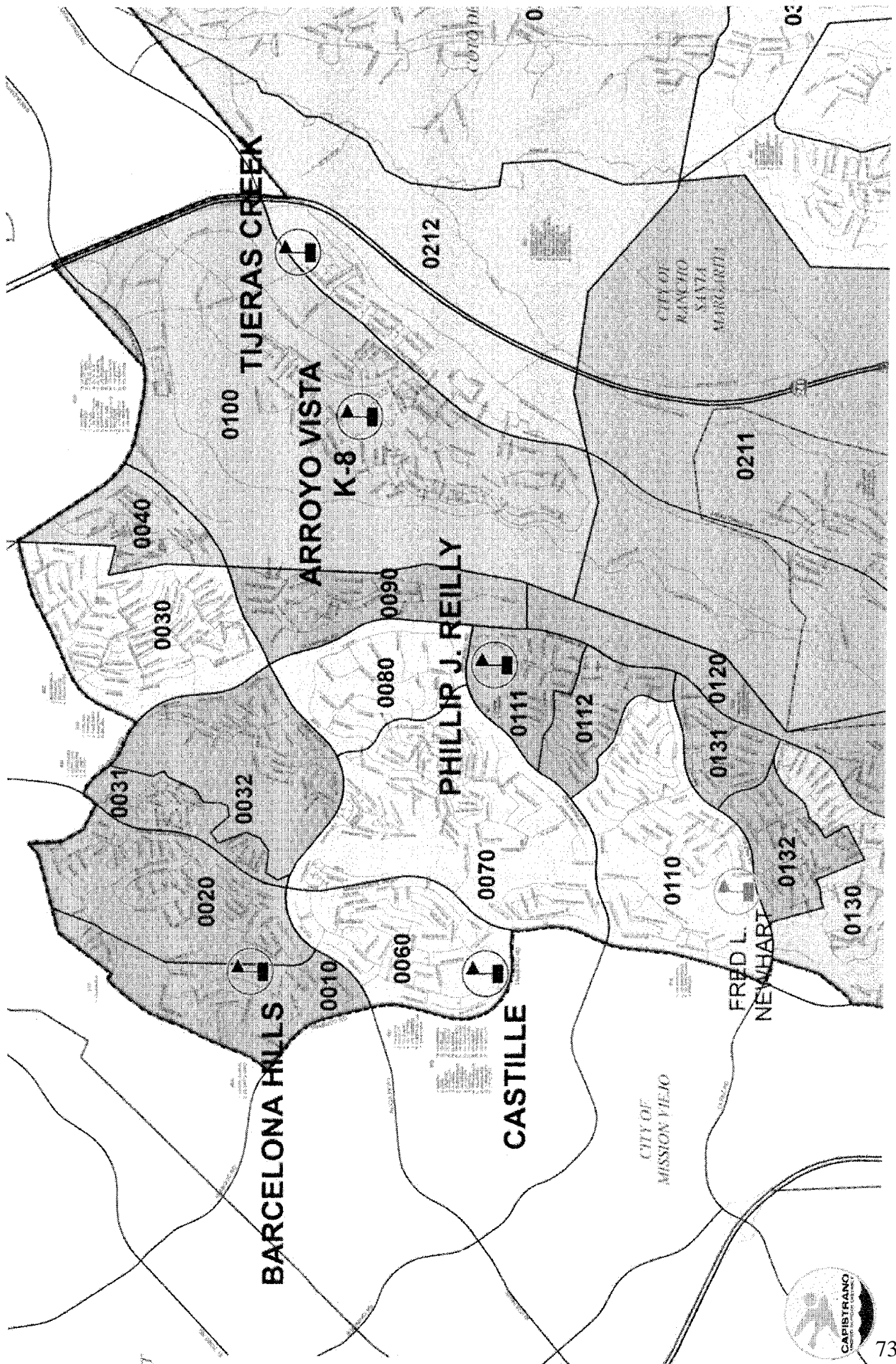
*February 13, 2013*

## **BACKGROUND**

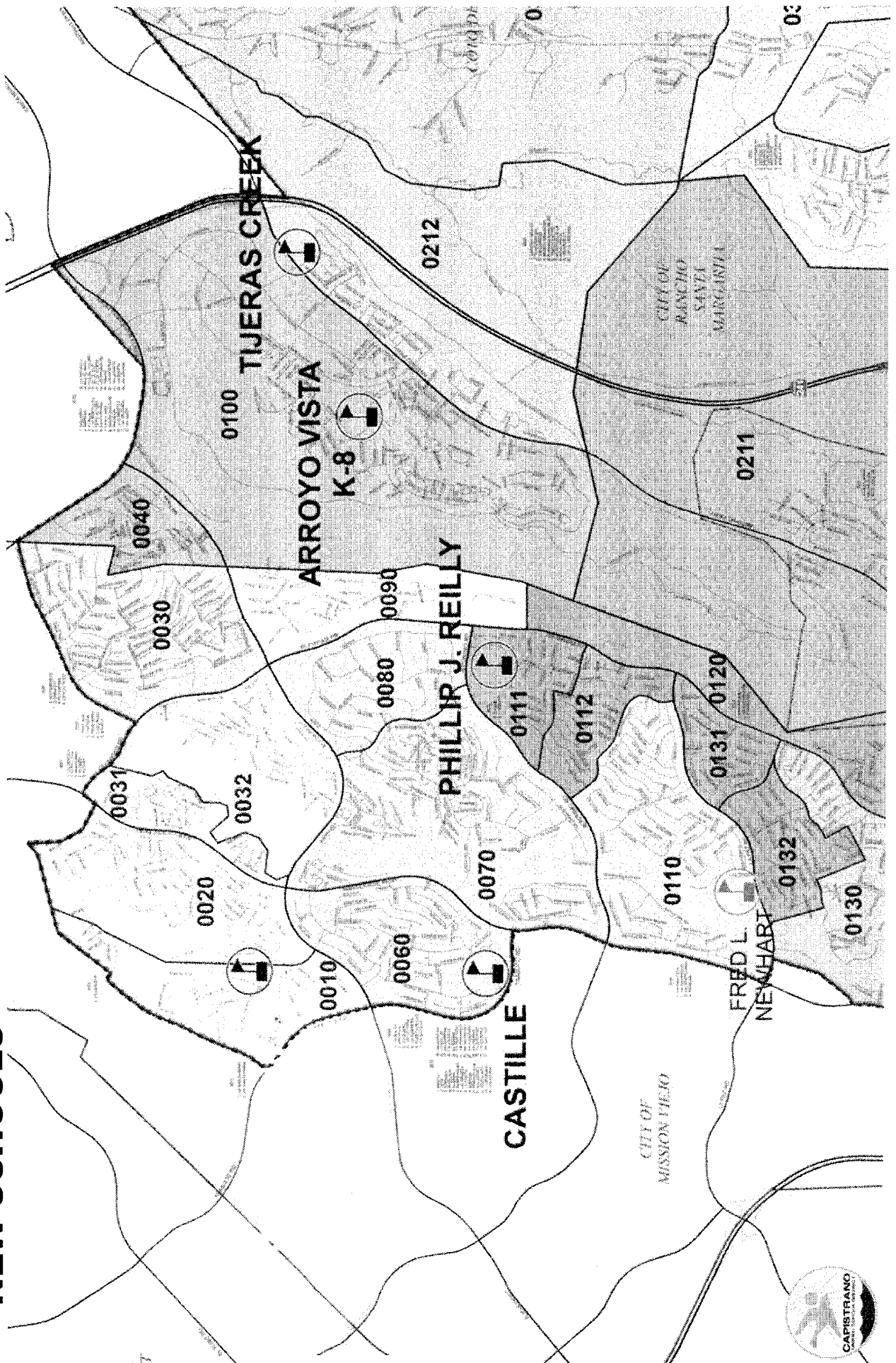
- 2011-2012 school year Barcelona Hills Elementary School provided shared space to Oxford Preparatory Academy.
- 2012-2013 Oxford Preparatory Academy was provided full use of Barcelona Hills Elementary School.
  - Barcelona Hills Elementary School was closed and students were allowed to attend either Castille or Philip Reilly elementary school
  - Analysis was made for reassigning former Barcelona Hills Elementary School planning areas to Castille or Philip Reilly elementary school



# ENROLLMENT PLANNING AREAS PRIOR TO BARCELONA CLOSURE

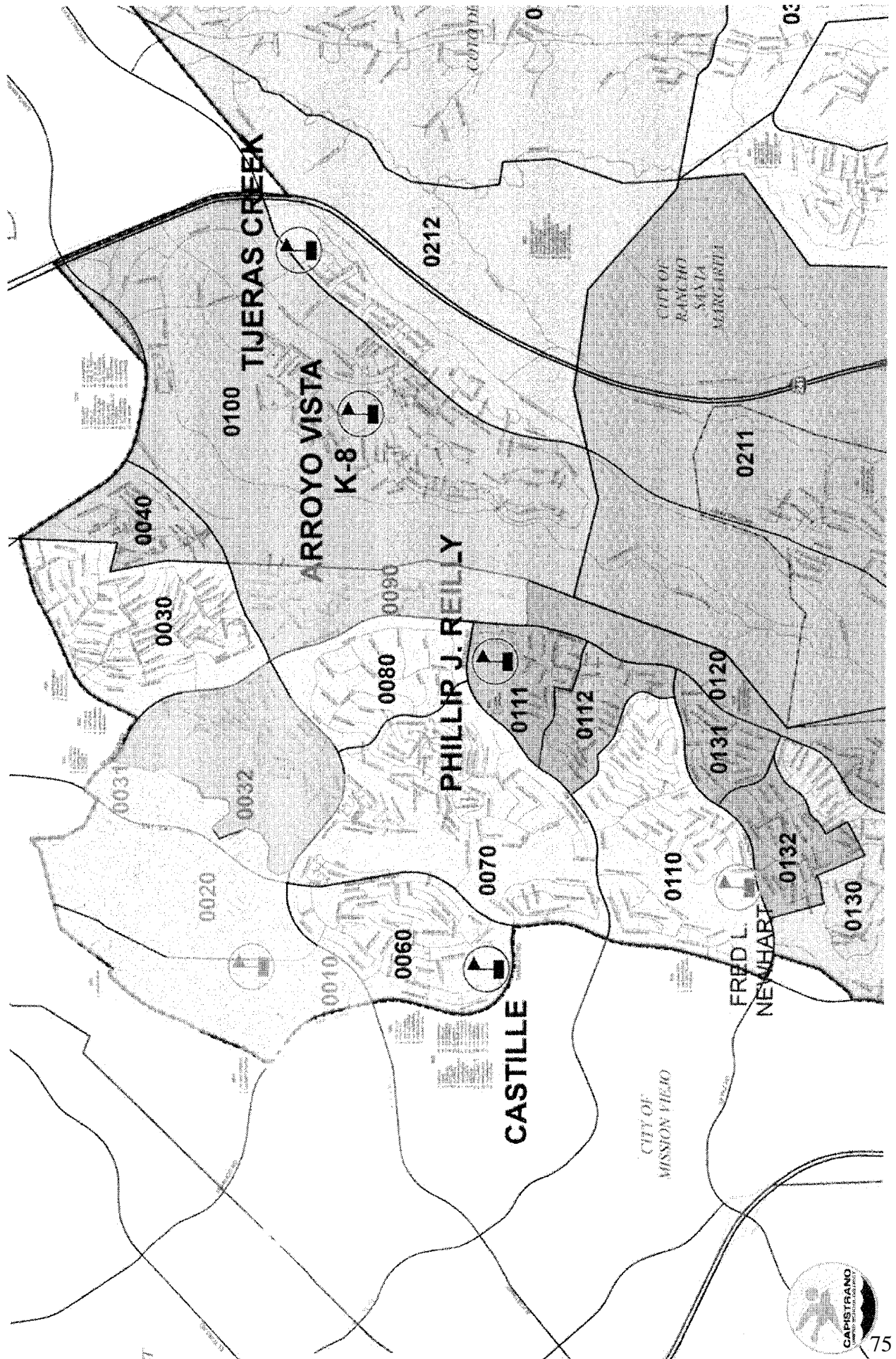


# ENROLLMENT PLANNING AREAS REQUIRING REASSIGNMENT TO NEW SCHOOLS





# PROPOSED REASSIGNMENT TO NEW SCHOOLS



# 2012-2013 CURRENT STUDENTS

Study Area	Total Students
0010	104
0020	104
0031	11
0032	34
0090	91
<b>Total</b>	<b>344</b>

Schools	Total Students
Arroyo Vista	3
Bathgate	17
Castille	137
Chaparral	1
Crown Valley	1
Hankey	2
Ladera Ranch	2
Las Palmas	2
Moulton	1
Palisades	1
Reilly	174
Viejo	3
<b>Totals</b>	<b>344</b>



## TRANSITION

- Legacy attendance for students currently enrolled in Castille or Philip Reilly elementary schools
- Sibling enrollment
- Projection for future years

	2012/2013 2nd Month	2013/2014 Projected	Plus Study Areas from Barcelona*	Total 2013/2014 Projected	2014/2015 Projected	2015/2016 Projected	2016/2017 Projected	2017/2018 Projected	2018/2019 Projected
Castille	637	591	34	625	610	614	616	630	664
Reilly	508	531	14	545	536	544	551	552	566

\*Castille had a peak enrollment of 845 with CSR in the 1999/00 school year.  
 \*\*Reilly had a peak enrollment of 761 with CSR in the 1997/98 school year.

\* 48 students in Barcelona Hills study area based on current kindergarten enrollment.



## **RECOMMENDATION**

- Reassign planning areas 0010, 0021 and 0031 to Castille Elementary School
- Reassign planning areas 0032 and 0090 to Philip Reilly Elementary School

## **QUESTIONS?**



**SEAL OF BILITERACY**

The purpose of this policy is to recognize students who have developed linguistic proficiency and cultural literacy in one or more world languages offered within the District curriculum, in addition to English, in order to ensure broader intercultural understanding and career opportunities. Multilingualism enhances cognitive development, divergent and critical thinking, and problem solving, as well as promotes communication and understanding in an increasingly global society. The District shall present a Seal of Biliteracy on the transcript and diploma of the qualified graduating senior as an indicator of accomplishment for future employers and college admissions. The District shall approve applications for the award based on a review of the student qualifications in accordance with District established criteria.

DRAFT

Policy Adopted:

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

**OPEN ENROLLMENT SCHOOL OF CHOICE****Purpose and Intent**

The Board of Trustees endorses the neighborhood public school concept. However, the Board recognizes that some parents/guardians may wish to choose a school of attendance other than their school of residence. Thus, an ~~Open Enrollment~~ School of Choice program shall be included as an integral feature of the District's instructional offerings.

School of residence attendance areas, school capacities, and class size mandates/guidelines are established to optimize the use of existing facilities and to maintain relatively balanced enrollments. All District schools offer high quality instructional programs addressing the District's mission, goals, and adopted curricula. However, parents/guardians may wish to apply to other District schools in order to take advantage of specialized or innovative programs, or to meet other family needs.

**Priority Criteria for School Placement**

District students residing in any Board-approved school attendance area shall first be provided the option of attending their school of residence. After all students within each school's attendance area have been accommodated within established class-size mandates, and after all students in categories A and B below have been placed, requests for ~~Open Enrollment~~ School of Choice placement will be honored according to the following priority until all openings in a given school are filled:

- A. District students who want to return to their school of residence
- B. District students who:
  1. Have continuously attended the school for at least one full year, but have moved into another District school's attendance area
  2. Reside in an area affected by an attendance boundary change who wish to remain at their existing school
  3. Are siblings of any student currently in attendance who will continue to be enrolled at the same school the next year
- C. District students whose residence is not within the school's attendance area but whose parents/guardians pay a Mello-Roos tax that helped support construction of the school.
- D. District students who reside in a feeder pattern that divides students to different school sites upon promotion to the next school level (elementary school to middle school or middle school to high school) will be provided the opportunity to attend the same school as the majority of students in their feeder pattern
- E. All other District students requesting ~~Open Enrollment~~ School of Choice placement

**Determination of Openings**

District staff shall project the initial number of ~~Open Enrollment~~ School of Choice classroom seats which will be available for the fall of the following school year. In this analysis, staff shall consider each of the following elements:

**OPEN ENROLLMENT SCHOOL OF CHOICE** (continued)

1. Current enrollment as it rolls forward and provides a basis for the following year's enrollment
2. Projected new enrollments for the school's entry grade level (K, 6, or 9)
3. Projected new enrollments due to the construction of new housing facilities in the attendance area during the next year
4. The ratio of enrollment to capacity as compared with the enrollment to capacity ratio of other schools in the surrounding area
5. Plans for the construction of new school facilities, which would provide future relief from current overcrowded conditions
6. Special programs which may have particular enrollment requirements or limitations

When the ~~Open Enrollment~~ School of Choice process is implemented each year, the initial number of openings assigned to each school may be augmented as students who are currently enrolled in a given school transfer to another school site during the ~~Open Enrollment~~ School of Choice process.

**Schools with Openings**

Each year the Superintendent or designee shall utilize all available information to determine which schools have openings. Schools identified without additional openings may accept students in Priority A and Priority B categories only.

Schools with openings will begin the ~~Open Enrollment~~ School of Choice process with a designated number of openings. Students will be placed in order of the priority criteria referenced in this policy.

**Placement Procedures**

The ~~Open Enrollment~~ School of Choice timeline will be published on the District website.

~~Open Enrollment~~ School of Choice applications shall be initiated by a student's parent/guardian. Applications must be submitted on the District-designated form, which is available at the District office, in each school office, and on the District website. Parents/guardians seeking placement for multiple children must submit a separate application for each student.

Applications for enrollment to language immersion programs will only be available at language immersion sites. Parents/guardians desiring to enroll students in a language immersion site must submit applications directly to the site(s) of choice within the designated ~~Open Enrollment~~ School of Choice timeline. Students matriculating from elementary to middle or middle to high school language immersion programs will have the right to continue to attend the language immersion program within the same feeder pattern.

Parents/guardians who have applied for an ~~Open Enrollment~~ School of Choice transfer by the published application deadline shall be notified of the status of their transfer request by late spring. ~~Open Enrollment~~ School of Choice approval is school specific and does not guarantee placement in the feeder school(s) for the school of choice.

**OPEN ENROLLMENT SCHOOL OF CHOICE** (continued)

After the number of openings has been determined and applications processed, a determination will be made as to whether sufficient openings exist to accommodate all applications. In the event there are more applications for Open Enrollment School of Choice into any given school than openings in a given school, a lottery procedure for placement will be implemented which takes into account the priority criteria referenced in this policy and considers the openings which are available according to grade level.

Students in priority B may continue to apply beyond the published application deadline. ~~In late spring, after the initial Open Enrollment window, the list of schools with openings will be updated and a second opportunity to apply for Open Enrollment placement for all priorities will take place.~~ Applications for Open Enrollment School of Choice will not be accepted after July 30<sup>th</sup> the School of Choice window in an effort for schools to accurately determine staffing needs and student placement for the following school year.

**Eligibility for Interscholastic Athletic Participation**

When a student enrolls as a freshman (Grade 9) in any District high school, he/she will have that school identified as the school of attendance for athletic eligibility. Once eligibility has been established, a transfer to a different high school under Open Enrollment School of Choice may result in a declaration of ineligibility to participate. Students considering a transfer to another District high school should contact California Interscholastic Federation (CIF) for eligibility guidelines.

Recruitment of students by school personnel to attend a high school other than the school of residence for the purpose of athletic participation is prohibited in accordance with CIF rules and regulations.

**Home-to-School Bus Transportation**

Transportation of students who have been placed through the Open Enrollment School of Choice process is the responsibility of the parent/guardian.

**Nonrequirements to the District**

In implementing the Open Enrollment School of Choice program, the District is not required to:

1. Make alterations in the structure or grounds of any schools or make alterations to the arrangement or function of rooms within District schools
2. Establish and offer any particular program in a school if such program is not offered currently in each school in the District
3. Alter or waive any established eligibility criteria for participation in a particular program including age requirements, course prerequisites, and required levels of performance

**Transfer Back to the School of Residence**

Students approved for Open Enrollment School of Choice placement in accordance with the priority placement criteria spelled out in this policy shall abide by all school rules and procedures. Principals may recommend to Student Services the involuntary transfer of students back to their school of residence or another school deemed appropriate for any of the following reasons:



**OPEN ENROLLMENT SCHOOL OF CHOICE**(continued)

1. Unsatisfactory attendance
2. Continual tardiness
3. Failure of the parent/guardian to make adequate transportation arrangements
4. Unsatisfactory academic performance
5. Unsatisfactory behavior
6. No longer residing within District boundaries

Students being transferred back to their school of residence or another school deemed appropriate have the right to an Admission and Discharge hearing relative to the infraction which caused the involuntary transfer.

Students determined to have enrolled in a school by falsifying attendance or residency records shall be returned to their school of residence immediately. These students will not qualify as Priority A or B students even if they otherwise meet the stated priority criteria.

Students requesting a transfer to their school of residence, after having been accepted into another school through the Open Enrollment School of Choice process, will not be guaranteed a place in their school of residence. Students must reapply in writing for Open Enrollment School of Choice placement at their school of residence within the designated Open Enrollment School of Choice timeline.

*Legal Reference:*

EDUCATION CODE

- 35160 Authority of governing boards*
- 35160.1 Broad authority of school districts*
- 35160.5 District policies; rules and regulations*
- 35291 Rules*
- 35350 Transportation of students*
- 35351 Assignment of students to particular schools*
- 29 Ops.Cal.Atty.Gen. 63*

GOVERNMENT CODE

- 53312.7 Establishment of community facilities district; goals and policies*
- Jackson v. Pasadena City School District (1963) 59 Cal. 2nd 876, 879*
- Crawford v. Board of Education (1976) 17 Cal.3d 280*

**POLICY**

- adopted: February 8, 1999
- revised: November 17, 2003
- revised: December 8, 2003
- revised: February 11, 2008
- revised December 15, 2009
- revised March 8, 2011
- revised February 29, 2012
- revised

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – REGULAR MEETING  
JANUARY 23, 2013  
EDUCATION CENTER – BOARD ROOM

President Alpay called the meeting to order at 6:00 p.m. The Board recessed to closed session to: confer with Legal Counsel regarding Anticipated Litigation; confer with Real Property Negotiators; and discuss Student Expulsions.

Closed session recessed at 6:35 p.m.

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

The Pledge of Allegiance was led by Viejo Elementary School Principal Doug Kramer.

Present: Trustees Alpay, Bryson, Hanacek, Hatton, Pritchard, Reardon, and Student Advisor Madison Wolfert

Absent: Trustee Addonizio

**A CD of the Board meeting discussion related to each of the items on the public agenda is on file in the Superintendent's office as a matter of the permanent record. An audio recording of the meeting is available on the District website: [www.capousd.org](http://www.capousd.org)**

**Permanent Record**

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

**Adoption of the Board Agenda**

ROLL CALL: AYES: Trustees Alpay, Bryson, Hanacek, Hatton, Pritchard, Reardon, and Student Advisor Madison Wolfert  
NOES: None  
ABSENT: Trustee Addonizio  
ABSTAIN: None

President Alpay reported the following action taken during closed session:

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

**Agenda Item #3A – Conference with Legal Counsel – Anticipated Litigation:**

The Board voted 6-0 to reject the late claim application.

AYES: Trustees Alpay, Bryson, Hanacek, Hatton, Pritchard, and Reardon  
NOES: None  
ABSENT: Trustee Addonizio  
ABSTAIN: None

**Agenda Item #3B – Conference with Real Property Negotiators:**

No action was taken.

**Agenda Item #3C – Student Expulsion:**

The Board voted 6-0 to expel the following student by stipulated agreement: Case #2013-030.

AYES: Trustees Alpay, Bryson, Hanacek, Hatton, Pritchard, and Reardon  
NOES: None  
ABSENT: Trustee Addonizio  
ABSTAIN: None

The Orange County Coastkeepers represented by Education Director Briana Madden and Education Coordinator Dyana Pena were recognized for supporting STEM education through sponsoring watershed education fieldtrips for students at Carl Hankey and Shorecliffs middle schools.

**Special  
Recognitions**

Trustee Hanacek shared how impressed she was during her visit to Serra High School this week and congratulated the school for being recognized as a Model Continuation High School. She also attended the Beach City YMCA luncheon.

**Board and  
Superintendent  
Comments**

Trustee Bryson encouraged everyone to support the Dana Hills High School South Orange County School of the Arts (SOCSA) by attending their monthly performances on Sunday evenings at the Dana Point Yacht Club.

There were no speakers.

**Oral  
Communications**

### **DISCUSSION/ACTION**

Deputy Superintendent Clark Hampton introduced President Lori Raineri of Government Financial Strategies Incorporated who provided a PowerPoint of the final results of the District's refinancing. The presentation included a review of the District's use of General Finance Officers Associations Best Practices, a review of the October presentation regarding refinancing candidates, and savings to the District's budget and taxpayers. *(PowerPoint is posted on the District website: [www.capousd.org](http://www.capousd.org))*

**COP/Measure A  
GO Bonds  
Agenda Item 1**

Deputy Superintendent Clark Hampton stated this item will present the 2011-2012 fiscal year Annual Financial Report. Mr. Hampton introduced Royce Townsend from Vavrinek, Tine, Day & Co., LLP to present a summary of the audit report for the year ending June 30, 2012.

**Annual Financial  
Report  
Agenda Item 2**

Following discussion, it was moved by Trustee Pritchard, seconded by Trustee Bryson, and motion carried by a 6-0 vote to receive the Annual Financial Report for the District for the fiscal year ending June 30, 2012.

AYES: Trustees Alpay, Bryson, Hanacek, Hatton, Pritchard, Reardon,  
and Student Advisor Madison Wolfert  
NOES: None  
ABSENT: Trustee Addonizio  
ABSTAIN: None

Deputy Superintendent Clark Hampton provided a PowerPoint presentation based on Governor Brown's 2013-2014 fiscal year budget proposal released on January 10, 2013. Mr. Hampton gave an overview of California school funding, the Governor's proposed budget, and District expectations for the second interim report staff will present to the Board in March. *(PowerPoint is posted on the District website: [www.capousd.org](http://www.capousd.org))*

**Governor's  
January Budget  
Proposal  
Agenda Item 3**

Assistant Superintendent Julie Hatchel stated Viejo Elementary School offers both a Two-Way Spanish Language Immersion (TWI) track and a traditional English/Structured English Immersion track for students. As the TWI program has grown, enrollment in the non-TWI program has continued to decline, creating challenges for staffing non-TWI classes at Viejo. Students within the Viejo attendance areas enroll in the TWI program in kindergarten and very few choose to enroll in non-TWI classes. Dr. Hatchel stated if Trustees approve Viejo Elementary School as a Two-Way Language Academy, the traditional English/Structured English Immersion track would be phased out beginning with kindergarten in September 2013.

**Viejo E.S. Two-  
Way Language  
Academy  
Agenda Item 4**

Following discussion, it was moved by Trustee Reardon, seconded by Trustee Bryson, and motion carried by a 6-0 vote to approve the conversion of Viejo Elementary School to a Two-Way Language Academy giving staff the flexibility to determine which grades to eliminate.

AYES: Trustees Alpay, Bryson, Hanacek, Hatton, Pritchard, Reardon, and Student Advisor Madison Wolfert  
NOES: None  
ABSENT: Trustee Addonizio  
ABSTAIN: None

Deputy Superintendent Clark Hampton stated there is a need for more space for students to eat lunch at Capistrano Valley High School. In the 2008 Master Plan, WLC Architects, Incorporated proposed an outdoor courtyard to provide additional communal lunch space. With the current construction of the performing arts center there is an opportunity to construct three large lunch pavilions that will accommodate both school lunch and performing arts center evening events. Current estimates for design, construction, DSA approval, and other soft costs are approximately \$1.4 million, funded from CFD 87-1.

**CVHS Lunch Pavilion  
Agenda Item 5**

The following speakers addressed the Board:

- Kim Horner, Jane Shafron, Barbara Arthur, and Barbara Casserly spoke regarding the health and safety issues students face due to the lack of a lunch area and asked the Board to vote in favor of the lunch pavilion.

Following discussion, it was moved by Trustee Pritchard, seconded by Trustee Hatton, and motion carried by a 6-0 vote to approve staff to advertise for bid for the Capistrano Valley High School's lunch pavilion.

AYES: Trustees Alpay, Bryson, Hanacek, Hatton, Pritchard, Reardon, and Student Advisor Madison Wolfert  
NOES: None  
ABSENT: Trustee Addonizio  
ABSTAIN: None

President Alpay explained this item was requested by Trustee Addonizio and suggested due to her absence the Board consider continuing the item. It was moved by Trustee Reardon, seconded by Trustee Bryson, and motion carried by a 6-0 vote to continue this item.

**Modifications to Board Meeting  
Agenda  
Agenda Item 6**

AYES: Trustees Alpay, Bryson, Hanacek, Hatton, Pritchard, Reardon, and Student Advisor Madison Wolfert  
NOES: None  
ABSENT: Trustee Addonizio  
ABSTAIN: None

Assistant Superintendent Julie Hatchel explained the purpose of this new policy is to recognize students who have developed linguistic proficiency and cultural literacy in one or more world languages offered within the District curriculum, in addition to English. This policy will be brought back to the February 13 meeting for a second reading.

**New Board Policy  
Agenda Item 7**

Deputy Superintendent Clark Hampton reported the District currently has 25 construction projects with the Division of State Architect (DSA). There are 14 projects in the construction phase or in the paperwork process for DSA to close and certify, 7 projects that were closed without certification, and 4 projects that staff needs to meet with DSA to determine an appropriate course of action to close and certify. Mr. Hampton stated staff will be bringing reports back to the Board as each project is closed with certification.

**DSA Update  
Agenda Item 8**

Dr. Farley stated this item was placed on the agenda as directed by Trustees at the January 7, 2013, Board meeting.

**OPA Investigation  
Report  
Agenda Item 9**

The following speakers addressed the Board:

- Robert Reidel asked Trustees to consider the pros and cons of releasing the report and shared his concern that nothing in the report damages the good will established after Dr. Farley's apology to Oxford Preparatory Academy at the last meeting.

Following discussion, it was moved by Trustee Bryson, seconded by Trustee Hatton, and motion carried by a 6-0 vote to approve releasing the confidential report concerning testing procedures at Oxford Preparatory Academy after staff has redacted the names of the persons interviewed during the investigation.

AYES: Trustees Alpay, Bryson, Hanacek, Hatton, Pritchard, Reardon,  
and Student Advisor Madison Wolfert

NOES: None

ABSENT: Trustee Addonizio

ABSTAIN: None

President Alpay asked Trustees for items they wished to pull from the Consent Calendar. Item #15, #19, and #28 were pulled.

**Items Pulled from  
the Consent  
Calendar**

### **CONSENT CALENDAR**

It was moved by Trustee Hatton, seconded by Trustee Bryson, and motion carried by a 6-0 vote to approve the following Consent Calendar items:

Minutes of the January 7, 2013, regular Board meeting.

**Minutes  
Agenda Item 10**

Resolution No. 1213-32, San Clemente KindnesSCounts Program/Blue Ribbon Week.

**San Clemente  
KindnesSCounts/  
Blue Ribbon Week  
Agenda Item 11**

Readmission of students from expulsion: Case #2012-044 and Case #2012-71.

**Expulsion  
Readmissions  
Agenda Item 12**

Proposed 2013 Extended School Year Program.

**ESY Proposal  
Agenda Item 13**

Memorandum of Understanding with Robotics Education and Competition Foundation.

**Robotics Education  
& Competition  
Foundation MOU  
Agenda Item 14**

Unpaid Internship Agreement with Liberty University.	<b>Liberty University Intern Agreement Agenda Item 16</b>
Purchase orders, warrants, and previously Board-approved bids and contracts as listed.	<b>Purchase Orders/Warrants Agenda Item 17</b>
Donation of equipment.	<b>Donations Agenda Item 18</b>
Denial of Government Claim Number 12-08579.	<b>Government Claim Agenda Item 20</b>
Personnel Reimbursement Agreement with Saddleback Valley Unified School District.	<b>Personnel Reimbursement Agreement Agenda Item 21</b>
Ratification of Change Order No. 15 related to the construction of the Capistrano Valley High School Performing Arts Center.	<b>Change Order #15 CVHS Performing Arts Center Agenda Item 22</b>
Revised Joint Exercise of Powers Agreement with the K-12 Public Schools and Community Colleges Facility Authority.	<b>Revised Joint Powers Agreement Agenda Item 23</b>
Approval of Amendment to Rental Service Agreement No. 1112046 with Capo Beach Calvary to provide one additional parking space at the District's bus facility for Capo Beach Calvary to use, as needed, for a fee of \$75 per bus per month.	<b>Rental Service Agreement Amendment Agenda Item 24</b>
Approval to utilize the San Diego Unified School District Bid No. GD-13-0006-64 to purchase custodial and janitorial products from Waxie Sanitary Supply under the same terms and conditions of the public agency's contract.	<b>Piggyback Bid – Janitorial Products Agenda Item 25</b>
Approval of authorization to utilize the State of California Multiple Award Schedule Contract No. 3-12-70-2070E, General Services Administration schedule GS-35F-0563U to purchase Cisco products and service from Digital Networks Group, Incorporated under the same terms and conditions of the public agency's contract.	<b>Piggyback Bid – Cisco Products Agenda Item 26</b>
Resignations, retirements, and employment of classified personnel.	<b>Resignations/ Retirements/ Employment (Classified Personnel) Agenda Item 27</b>
Clinical Practicum Agreement, for speech language pathology assistants, with California State University, Northridge.	<b>Clinical Practicum Agreement Agenda Item 29</b>

ROLL CALL: AYES: Trustees Alpay, Bryson, Hanacek, Hatton, Pritchard, Reardon, and Student Advisor Madison Wolfert  
NOES: None  
ABSENT: Trustee Addonizio  
ABSTAIN: None

President Alpay recognized the following speaker to address the Board:

- Christine Zeppos, Dean of Education at Brandman University, thanked the Board for the partnership opportunity to support the District's programs.

**Brandman  
University MOU  
Agenda Item 15**

It was moved by Trustee Hatton, seconded by Trustee Bryson, and motion carried by a 6-0 vote to approve the Memorandum of Understanding with Brandman University.

AYES: Trustees Alpay, Bryson, Hanacek, Hatton, Pritchard, Reardon, and Student Advisor Madison Wolfert  
NOES: None  
ABSENT: Trustee Addonizio  
ABSTAIN: None

Trustee Bryson questioned the item's description which states, "California school budgets have been cut 25 percent over the last four years," as she thought the percentage was higher. Deputy Superintendent Clark Hampton responded the deficit factor plus the cuts in categorical funding equals approximately 25 percent.

**Professional  
Services  
Agreements  
Agenda Item 19**

It was moved by Trustee Bryson, seconded by Trustee Hatton, and motion carried by a 6-0 vote to ratify District standardized Independent Contractor, Master Contract, and Professional Services Agreements.

AYES: Trustees Alpay, Bryson, Hanacek, Hatton, Pritchard, Reardon, and Student Advisor Madison Wolfert  
NOES: None  
ABSENT: Trustee Addonizio  
ABSTAIN: None

Trustee Reardon asked staff to explain what a 6/5<sup>th</sup> assignment is. Assistant Superintendent Jodee Brentlinger stated secondary teachers teach five out of six periods but when master schedules are built a school may need a teacher for a specific classes, such as physics, algebra, geography, world history, and Spanish, and it would not be possible to find one teacher credentialed for all these areas, so teachers are offered an additional period in lieu of a preparatory period. Trustee Reardon commented that the Board needs to pay more attention to the total amount of money it is approving for additional assignments each month on the activity list.

**Resignations/  
Retirements/  
Employment  
(Certificated  
Personnel)  
Agenda Item 28**

It was moved by Trustee Reardon, seconded by Trustee Bryson, and motion carried by a 6-0 vote to approve the resignations, retirements, and employment of certificated personnel.

AYES: Trustees Alpay, Bryson, Hanacek, Hatton, Pritchard, Reardon, and Student Advisor Madison Wolfert  
NOES: None  
ABSENT: Trustee Addonizio  
ABSTAIN: None

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

**Adjournment**

AYES: Trustees Alpay, Bryson, Hanacek, Hatton, Pritchard, Reardon,  
and Student Advisor Madison Wolfert

NOES: None

ABSENT: Trustee Addonizio

ABSTAIN: None

President Alpay announced the meeting adjourned at 9:34 p.m.

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Board Clerk

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Secretary, Board of Trustees

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





CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – SPECIAL MEETING  
JANUARY 28, 2013  
EDUCATION CENTER – BOARD ROOM

President Alpay called the meeting to order at 6:00 p.m. The Board recessed to closed session to confer with Legal Counsel regarding Anticipated Litigation.

The special meeting of the Board reconvened to open session and was called to order by President Alpay at 7:30 p.m.

The Pledge of Allegiance was led by Trustee Bryson.

Present: Trustees Addonizio, Alpay, Bryson, Hanacek, Pritchard, and Reardon  
Absent: Trustee Hatton

**A CD of the Board meeting discussion related to each of the items on the public agenda is on file in the Superintendent's Office as a matter of the permanent record. An audio recording of the meeting is available on the District website: [www.capousd.org](http://www.capousd.org)** **Permanent Record**

It was moved by Trustee Bryson, seconded by Trustee Reardon, and motion carried by a 6-0 vote to adopt the Board agenda. **Adoption of the Board Agenda**

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Pritchard, and Reardon  
NOES: None  
ABSENT: Trustee Hatton  
ABSTAIN: None

President Alpay reported the following action taken during closed session: **President's Report From Closed Session Meeting**  
**Agenda Item #3A – Conference with Legal Counsel – Anticipated Litigation:**

The Board gave direction to staff.

### **DISCUSSION/ACTION**

Dr. Farley stated the District has been in negotiations with Rancho Mission Viejo (RMV) for the past year and tonight's presentation by Tim Holcomb is the first in a series of reports to the Board. Mr. Holcomb served as interim deputy superintendent in the District and has been the District's representative in negotiations with Rancho Mission Viejo officials concerning the impacts and mitigations from the new home projects. Mr. Holcomb introduced Dan Kelly, Senior Vice President of Government Relations with Rancho Mission Viejo, who provided an update on RMV development plans. Following Mr. Kelly's update, Mr. Holcomb provided Trustees with a PowerPoint presentation on the school impact mitigation agreement, which included school impacts, summary of the mitigation issue, student generation rates, existing capacity, need for new school facilities, school facilities standards, joint use, funding, and the proposed scope and cost for the development. **Rancho Mission Viejo Plan Update Agenda Item 1**

Following the presentation, Trustees asked questions of both Mr. Holcomb and Mr. Kelly.

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

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Pritchard, and Reardon

NOES: None

ABSENT: Trustee Hatton

ABSTAIN: None

Trustee Alpay announced the meeting adjourned at 8:35 p.m.

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Board Clerk

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Secretary, Board of Trustees

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

Board of Trustees Purchase Order Listing  
 \*===== Fiscal Year: 2012-13 =====\*  
 Board of Trustees Meeting.....FEBRUARY 13, 2013

**MELLO ROOS**

The following purchase orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the following Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

PO No.	Fund	Vendor	Description	Amount
5223	98	COUNTY OF ORANGE	Serv& Op/Fac Acq /SJHHS	2,389.99
	93		Serv& Op/Fac Acq /SJHHS	2,389.99
			1 Purchase Orders	\$4,779.98

EXHIBIT 11

Attachment 1

Board of Trustees Purchase Order Listing  
 \*----- Fiscal Year: 2012-13 -----\*  
 Board of Trustees Meeting.....FEBRUARY 13, 2013

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
323063	1	SOUND IMAGE	Rntl:Oth/RR:Bldgs/Dstrctwd	3,000.00
323064	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/SuppSvcs/Dstrctwd	175.00
			CnfrNonI/Bus/Fisc/Dstrctwd	350.00
			CnfrNonI/StaffNeg/Dstrctwd	350.00
			CnfrNonI/SupvAdmn/Dstrctwd	175.00
			CnfrNonI/Prsnl:HR/Dstrctwd	175.00
323065	1	CASBO/CENTINELA SOUTH BAY C/O	CnfrNonI/Purch /Dstrctwd	152.00
323066	1	CAREER CRUISING	InstMtls/SE0thIns/Dstrctwd	642.60
323067	1	IMAGE 2000	SplsNonI/Sch Adm /Tesoro	803.96
323068	1	APPLE COMPUTER INC	InstMtls/SE0thIns/Dstrctwd	433.92
323069	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/BAMS	420.12
323070	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	750.00
323071	1	APPLE COMPUTER INC	NonCapEq/Instrctn/ArroyoEl	1,778.52
323072	1	NETWORK HARDWARE RESALE	InstMtls/Instrctn/LF Elem	689.00
323073	1	APPLE COMPUTER INC	InstMtls/SE0thIns/Dstrctwd	433.92
323074	1	COMPLETE OFFICE OF CA	SplsNonI/SupvAdmn/Dstrctwd	263.89
323075	1	DELL COMPUTER	SplsNonI/Sch Adm /San Juan	28.83
323076	1	APPLE COMPUTER INC	SplsNonI/Sch Adm /SMS	42.12
323077	1	DAVE BANG ASSOCIATES	NonCapEq/Sch Adm /Bergeson	2,927.24
323078	1	DELL COMPUTER	SplsNonI/TIS /Dstrctwd	257.07
323079	1	AMS.NET	Rnt&Repr/TIS /Dstrctwd	2,155.00
323080	1	DELL COMPUTER	SplsNonI/TIS /Dstrctwd	964.73
323081	1	GOPHER ATHLETIC	InstMtls/Instrctn/San Juan	384.54
323082	1	APPERSON EDUCATION PRODUCTS	InstMtls/Instrctn/CVHS	507.60
323083	1	US GAMES	InstMtls/Instrctn/DJAMS	1,576.16
323084	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Sch Adm /RH Dana	420.12
323085	1	APPLE COMPUTER INC	InstMtls/Instrctn/LF Elem	2,579.04
323086	1	MNJ TECHNOLOGIES DIRECT INC	InstMtls/Instrctn/LF Elem	35.42
323087	1	AMDI	InstMtls/SE0thIns/Dstrctwd	592.40
323088	1	NATL SCHOOL PUBLIC RELATN ASSN	PrepdExp/Undesig /Dstrctwd	495.00
323089	1	MALACHIED INC	CnfrNonI/PuplTran/Dstrctwd	595.00
323090	1	CUE CONFERENCE	Conf:Ins/Instrctn/Kinoshta	430.00
323091	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/Dstrctwd	55,000.00
323092	1	SCHOOL SPECIALTY	InstMtls/Instrctn/Chaparal	36.37
323093	1	PACIFIC PLUMBING COMPANY OF	Rntl:Oth/RR:Bldgs/Dstrctwd	50,000.00
323094	1	HEWLETT-PACKARD COMPANY	NonCapEq/Instrctn/Hiddn Hl	704.16
323095	1	WAL MART S.C.	Serv& Op/Enterprs/Dstrctwd	200.00
323096	1	JOSTENS	SplsNonI/Sch Adm /ANHS	27.41
323097	1	CALIFORNIA WESTERN VISUALS	InstMtls/Instrctn/LFMS	4,553.11
323098	1	CALIFORNIA WESTERN VISUALS	InstMtls/Instrctn/LFMS	6,132.51
323099	1	LARMAC	Serv& Op/RR:Grnds/Dstrctwd	17,400.00
323100	1	CHILED A	Sub MHBC/NPS /Dstrctwd	13,585.00
323101	1	ROSSIER PARK ELEMENTARY SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	17,114.00
323102	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	390.00

Board of Trustees Purchase Order Listing  
 \*===== Fiscal Year: 2012-13 =====\*  
 Board of Trustees Meeting.....FEBRUARY 13, 2013

PO No.	Fund	Vendor	Description	Amount
323103	1	BLIND CHILDREN'S LEARNING	NPS /NPS /Dstrctwd	2,430.00
323104	1	GOV CONNECTION INC	SpplsNonI/TIS /Dstrctwd	73.68
323105	1	CALIFORNIA WESTERN VISUALS	InstMtls/Instrctn/FNMS	484.92
323106	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/Dstrctwd	30,000.00
323107		VOID	VOID	0.00
323108	1	NASCO WEST	SpplsNonI/HlthServ/Dstrctwd	97.82
323109	1	FOLLETT EDUCATIONAL SERVICES	K-8Textb/Instrctn/Dstrctwd	166.74
323110	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	983.10
323111	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	1,348.02
323112	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,318.03
323113	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,318.03
323114	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	1,545.35
323115	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	1,348.02
323116	1	PEARSON SCHOOL	Bks&Ref /Instrctn/Marblehd	1,493.14
323117	1	CAMCOR INC	NonCapEq/Instrctn/SJHHS	3,061.48
323118	1	MNJ TECHNOLOGIES DIRECT INC	InstMtls/Instrctn/Hiddn Hl	3,928.05
323119	1	A+ COMPUTER SCIENCE CURRICULUM	InstMtls/Instrctn/Tesoro	885.60
323120	1	CASBO	CnfrNonI/SupvAdmn/Dstrctwd	295.00
323121	1	CASBO	CnfrNonI/Enterprs/SCHS	590.00
323122	1	CASBO	CnfrNonI/Enterprs/SJHHS	590.00
323123	1	CLTA	Conf:Ins/Instrctn/SCHS	195.00
323124	12	SPARKLETTS	SpplsNonI/Sch Adm /Dstrctwd	120.00
323125	1	TOMARK SPORTS INC	InstMtls/CurAthlt/ANHS	570.63
323126	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/BAMS	840.24
323127	1	APPLE COMPUTER INC	NonCapEq/Sch Adm /FNMS	1,344.72
323128	1	DELL COMPUTER	InstMtls/Instrctn/BAMS	137.79
323129	1	GOLF TEAM PRODUCTS	InstMtls/CurAthlt/CVHS	324.00
323130	1	VS ATHLETICS	NonCapEq/CurAthlt/CVHS	507.09
323131	12	WAL MART S.C.	InstMtls/Instrctn/Dstrctwd	500.00
323132	12	SMART & FINAL IRIS #399	InstMtls/Instrctn/Dstrctwd	1,500.00
323133	1	SCIENCE KIT & BOREAL LAB	InstMtls/Instrctn/AVMS	2,000.00
323134	1	TOTAL i REPAIR	Serv& Op/TIS /Dstrctwd	156.24
323135	1	AMS.NET	NonCapEq/TIS /Dstrctwd	12,201.88
323136	1	DISCOVERING SCIENCE COMPANY	Serv& Op/Instrctn/OsoGrand	2,975.00
323137	1	DISCOVERING SCIENCE COMPANY	Serv& Op/Instrctn/OsoGrand	2,975.00
323138	1	DISCOVERING SCIENCE COMPANY	Serv& Op/Instrctn/OsoGrand	2,975.00
323139	1	DISCOVERING SCIENCE COMPANY	Serv& Op/Instrctn/OsoGrand	935.00
323140	1	SUNBELT STAFFING LLC	NPA /NPA /Dstrctwd	24,999.00
			Sub NPA /NPA /Dstrctwd	8,001.00
323141	1	ORANGE COUNTY FIRE AUTHORITY	Rntl:Oth/RR:Bldgs/DHHS	500.00
323142	1	ORANGE COUNTY FIRE AUTHORITY	Rntl:Oth/RR:Bldgs/CVHS	1,000.00
323143	70	CARLOS GUZMAN INC	Serv& Op/Enterprs/Dstrctwd	1,500.00
323144	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv& Op/Enterprs/Dstrctwd	1,541.55
323145	1	ORANGE COUNTY TREASURER TAX	Rntl:Oth/RR:Bldgs/LadraElm	4,998.93
323146	1	ORANGE COUNTY FIRE AUTHORITY	Rntl:Oth/RR:Bldgs/CVHS	500.00
323147	1	TELL STEEL INC	SpplsNonI/RR:Bldgs/Dstrctwd	2,410.25
323148		VOID	VOID	0.00
323149	1	HEWLETT-PACKARD COMPANY	InstMtls/Instrctn/Hiddn Hl	5,232.60
323150	1	HEWLETT-PACKARD COMPANY	InstMtls/Instrctn/Hiddn Hl	49.68
323151	1	ENABLEMART	InstMtls/SEOthIns/Dstrctwd	264.57

Board of Trustees Purchase Order Listing  
 \*===== Fiscal Year: 2012-13 =====\*  
 Board of Trustees Meeting.....FEBRUARY 13, 2013

PO No.	Fund	Vendor	Description	Amount
323152	1	BRAIN POP LLC	InstMtls/Instrctn/MFMS	2,128.68
323153	1	ACTIVITIES FOR LEARNING	InstMtls/Instrctn/Kinoshta	1,110.22
323154	1	ADVANCED BIONICS	SplsNonI/HlthServ/Dstrctwd	166.60
323155		VOID	VOID	0.00
323156	1	PEARSON ASSESSMENTS	SplsNonI/HlthServ/Dstrctwd	1,074.34
323157	1	AOTA PRODUCTS	SplsNonI/SupvAdmn/Dstrctwd	371.90
323158		VOID	VOID	0.00
323159	1	CAMCOR INC	InstMtls/Instrctn/LFMS	612.30
323160	1	BRAIN POP LLC	Serv& Op/Instrctn/Kinoshta	1,782.00
323161	12	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Dstrctwd	1,000.00
323162	12	DISCOUNT SCHOOL SUPPLY	SplsNonI/SupvAdmn/Dstrctwd	500.00
323163	12	SCHOLASTIC LITERACY PARTNERSHP	InstMtls/Instrctn/Dstrctwd	500.00
323164	13	APRONS GALORE PLUS	OpSupp /FoodServ/Dstrctwd	446.76
323165	1	PEARSON ASSESSMENTS	SplsNonI/PsychSer/Dstrctwd	2,316.21
323166	1	EVERYTHING MEDICAL	St Rcpts/Undesig /Dstrctwd	905.04
323167	1	GOV CONNECTION INC	SplsNonI/Prsnl:HR/Dstrctwd	259.07
323168	1	VANGUARD FLOORING INC	Rntl:Oth/RR:Bldgs/Bergeson	948.04
323169	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LRMS	431.98
323170	1	SEHI COMPUTER	InstMtls/Instrctn/Hiddn Hl	340.80
323171	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/Concordi	95.04
323172	1	TEACHER CREATED MATERIALS	InstMtls/Instrctn/OsoGrand	283.03
323173	1	SCHOOL MATE	InstMtls/Instrctn/OsoGrand	1,576.75
323174	1	ENABLEMART	InstMtls/SEOthIns/Dstrctwd	100.74
323175	1	APPLIED PRACTICE LTD	InstMtls/Instrctn/ANHS	417.62
323176	1	MARKERBOARD PEOPLE	InstMtls/Instrctn/ANHS	136.20
323177	1	TEACHERS CURRICULUM INS	InstMtls/Instrctn/BAMS	2,725.56
323178		VOID	VOID	0.00
323179	1	DANIEL BARAJAS	Serv& Op/GuidCnsl/Serra	38.82
323180	1	CLARK, SHARON	Serv& Op/GuidCnsl/Serra	75.16
323181	1	YOGI, STACY	Cmmnctns/SupvAdmn/Dstrctwd	49.53
323182		VOID	VOID	0.00
323183	40	COUNTY OF ORANGE	Serv& Op/M&O /Dstrctwd	812.65
323184	12	PEARSON ASSESSMENTS	InstMtls/Instrctn/Dstrctwd	272.47
323185		VOID	VOID	0.00
323186	68	CALIFORNIA WORKERS'	SplsNonI/Enterprs/Dstrctwd	714.05
323187	1	SEHI COMPUTER	InstMtls/Instrctn/SCHS	173.40
323188	1	CAMCOR INC	NonCapEq/Instrctn/SCHS	528.12
323189	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Oak Grv	950.00
323190	1	TRIPLE A PUMPING & JETTING	Rntl:Oth/RR:Bldgs/Dstrctwd	6,000.00
323191	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Bathgate	450.00
323192	1	YOGI, STACY	Cmmnctns/SupvAdmn/Dstrctwd	32.03
323193	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Tijeras	716.99
323194	1	NASCO WEST	InstMtls/Instrctn/SMS	882.14
323195	1	THINKING MAPS INC	InstMtls/Instrctn/Viejo	541.50
323196		VOID	VOID	0.00
323197	1	MARY CEDARSTROM	InstMtls/Instrctn/VdelMarE	95.23
323198	13	SAMCO FREEZERWEAR	OpSupp /FoodServ/Dstrctwd	71.56
323199	1	SNAP-ON TOOLS CORP	InstMtls/Instrctn/SCHS	1,474.79
323200	1	CHEFS TOYS	InstMtls/Instrctn/Serra	1,000.00
323201	13	PREMIER FOOD SAFETY	CnfrNonI/FoodServ/Dstrctwd	278.00

Board of Trustees Purchase Order Listing  
 \*===== Fiscal Year: 2012-13 =====\*  
 Board of Trustees Meeting.....FEBRUARY 13, 2013

PO No.	Fund	Vendor	Description	Amount
323202	1	PUBLIC SURPLUS	SplsNonI/RR:Bldgs/Dstrctwd	119.35
323203	1	VALIANT IMC	NonCapEq/Enterprs/Dstrctwd	189.65
323204	1	CAMCOR INC	NonCapEq/Enterprs/Dstrctwd	3,335.08
323205	1	SEHI COMPUTER	InstMtls/Instrctn/Oak Grv	610.20
323206	1	SEHI COMPUTER	InstMtls/Instrctn/LF Elem	1,004.40
323207	1	HAAN CRAFTS	InstMtls/Instrctn/LRMS	2,000.00
323208	1	B & H PHOTOGRAPHY	NonCapEq/Instrctn/SCHS	4,040.86
323209	1	HAAN CRAFTS	InstMtls/Instrctn/DJAMS	500.00
323210	1	MACMILLAN/MCGRAW-HILL	K-8Textb/Instrctn/Dstrctwd	1,036.57
323211	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	659.79
323212	1	MACMILLAN/MCGRAW-HILL	K-8Textb/Instrctn/Dstrctwd	1,664.06
323213	1	MACMILLAN/MCGRAW-HILL	K-8Textb/Instrctn/Dstrctwd	1,539.32
323214	1	MACMILLAN/MCGRAW-HILL	K-8Textb/Instrctn/Dstrctwd	1,026.22
323215	1	MACMILLAN/MCGRAW-HILL	K-8Textb/Instrctn/Dstrctwd	901.37
323216	1	MACMILLAN/MCGRAW-HILL	K-8Textb/Instrctn/Dstrctwd	901.37
323217	1	FASTFRAME # 145	InstMtls/Instrctn/Reilly	197.71
323218	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Las Palm	5,000.00
323219	1	CAMBRIDGE UNIV PRESS	InstMtls/Instrctn/CVHS	81.28
323220		VOID	VOID	0.00
323221	1	SILVER STATE COACH INC.	Charter /DW Undst/Dstrctwd	10,000.00
323222	1	EAGLE SOFTWARE	CnfrNonI/StDev In/Dstrctwd	854.25
			CnfrNonI/TIS /Dstrctwd	420.75
323223	1	CINTAS	Serv& Op/Saf&Trng/Dstrctwd	660.00
323224	1	NETWORK HARDWARE RESALE	SplsNonI/Security/Dstrctwd	311.00
323225	1	SAN DIEGO COUNTY OFFICE OF ED	CnfrNonI/Sch Adm /Viejo	100.00
323226	1	MACNAMARA, DAN OR ALICIA	Serv& Op/SEOthIns/Dstrctwd	1,000.00
			Serv& Op/HlthServ/Dstrctwd	700.00
323227	1	COUNTY OF ORANGE/HERITAGE HILL	FieldTrp/Instrctn/Marblehd	190.00
323228	1	ACCREDITING COMM F/SCHLS	PrepdExp/Undesig /Dstrctwd	150.00
323229	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	2,412.83
323230	1	DELL COMPUTER	InstMtls/Enterprs/LRMS	206.68
323231	1	STOELTING CO	SplsNonI/PsychSer/Dstrctwd	541.81
323232	1	HAWTHORNE EDUCATIONAL SERV	SplsNonI/PsychSer/Dstrctwd	26.84
323233	1	PEARSON ASSESSMENTS	SplsNonI/PsychSer/Dstrctwd	4,650.52
323234	1	APPLE COMPUTER INC	NonCapEq/Enterprs/DJAMS	2,724.60
323235	1	RIVERSIDE PUBLISHING CO	SplsNonI/PsychSer/Dstrctwd	193.12
323236	1	DELL COMPUTER	NonCapEq/Sch Adm /LRMS	846.60
323237		VOID	VOID	0.00
323238	1	TWISTED SCHOLAR	InstMtls/Instrctn/Las Palm	82.55
323239	1	SCHOLASTIC	InstMtls/Instrctn/Viejo	800.00
323240	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Enterprs/LRMS	1,124.28
323241	1	TROXELL COMMUNICATIONS INC	NonCapEq/Instrctn/Reilly	2,380.36
323242	1	INSIGHT SYSTEMS EXCHANGE	SplsNonI/Libr&Med/SJHHS	2,100.60
323243	1	APPLE COMPUTER INC	InstMtls/Instrctn/Marblehd	4,513.32
323244	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/Castille	3,317.76
323245	1	KONICA MINOLTA BUSINESS SYS	InstMtls/Libr&Med/CVHS	281.08
323246	1	OFFICE DEPOT	InstMtls/Instrctn/CapoHome	99.36
323247	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SMS	27.02
323248	1	PYRAMID WIRE & CABLE INC.	InstMtls/Instrctn/CanViste	471.10
323249		VOID	VOID	0.00



Board of Trustees Purchase Order Listing  
 \*===== Fiscal Year: 2012-13 =====\*  
 Board of Trustees Meeting.....FEBRUARY 13, 2013

PO No.	Fund	Vendor	Description	Amount
323250	1	BIRD B GONE INC.	SplsNonI/RR:Bldgs/Dstrctwd	847.20
323251	1	DELL COMPUTER	InstMtls/Instrctn/SJHHS	2,854.47
323252	1	PRETEND CITY CHILDREN'S MUSEUM	FieldTrp/SDCInstr/Dana ENF	1,300.00
323253	1	HANGSAFE HOOKS	SplsNonI/Sch Adm /SMS	326.25
323254	1	APPLE COMPUTER INC	InstMtls/SE0thIns/Dstrctwd	358.32
323255	1	CREATIVE IMAGES	InstMtls/Instrctn/Cal Prep	500.00
323256	1	US GAMES	InstMtls/Instrctn/OsoGrand	292.55
323257	1	US GAMES	InstMtls/Instrctn/OsoGrand	231.53
323258	1	RJM LIFTGATE REPAIR	Rntl:Oth/Dist Veh/Dstrctwd	5,000.00
323259	1	INNOVATIVE LEARNING CONCEPTS	InstMtls/Instrctn/LadraElm	106.92
323260	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/Dstrctwd	45,000.00
323261	13	SAMCO FREEZERWEAR	OpSupp /FoodServ/Dstrctwd	76.56
323262	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Oak Grv	2,500.00
323263	1	CDWG Inc	InstMtls/Instrctn/Las Palm	133.70
323264	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/CVHS	15,895.00
323265	1	STARFALL EDUCATION	InstMtls/Instrctn/Marblehd	270.00
323266	1	ONLINE STORES	SplsNonI/Sch Adm /CVHS	339.12
323267	1	RIFTON EQUIPMENT	NonCapEq/HlthServ/Dstrctwd	1,534.95
323268		VOID	VOID	0.00
323269	13	SCSNA ATTN: SUZY SAYRE	CnfrNonI/FoodServ/Dstrctwd	120.00
323270	1	HERITAGE MUSEUM OF OC	FieldTrp/Instrctn/Malcom	520.20
323271	1	OCEAN INSTITUTE	Serv& Op/Instrctn/RH Dana	500.00
			FieldTrp/Instrctn/RH Dana	5,250.00
323272	1	LATINO FAMILY LITERACY PROJECT	Conf:Ins/Instrctn/San Juan	200.00
323273	1	OCEAN INSTITUTE	FieldTrp/Instrctn/RH Dana	1,390.00
323274	1	MISSION SAN JUAN CAPISTRANO	FieldTrp/Instrctn/GrgWhite	1,143.00
323275	1	ORANGE COUNTY DEPT OF EDUCAT	Serv& Op/Instrctn/Oak Grv	43,560.00
323276	1	COLLEGE BOARD - WRO, THE	Conf:Ins/Instrctn/CVHS	410.00
323277	1	WAL MART L.N.	InstMtls/Instrctn/AVMS	300.00
323278	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/AVMS	300.00
323279	1	OCEAN INSTITUTE	Serv& Op/Enterprs/Crn Vlly	1,325.00
323280	1	STAPLES ADVANTAGE	InstMtls/Instrctn/ANHS	5,000.00
323281	1	RILEY'S FARM	FieldTrp/Instrctn/Moulton	1,876.00
323282	1	DELL COMPUTER	F&EInstl/Instrctn/Hiddn Hl	27,343.20
			InstMtls/Instrctn/Hiddn Hl	2,552.00
323283	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Marblehd	3,874.51
323284	1	TECH4LEARNING	Serv& Op/Instrctn/Marblehd	224.00
323285	1	CREATIVE MATHEMATICS	Serv& Op/Instrctn/St Anne	430.00
323286	11	BLACKBOARD CONNECT	Serv& Op/Instrctn/Dstrctwd	1,000.00
323287	1	PAPA	CnfrNonI/M&OUnrOH/Dstrctwd	80.00
323288	1	WAL MART S.C.	InstMtls/Instrctn/SCHS	220.00
323289	1	NETWORK HARDWARE RESALE	NonCapEq/TIS /Dstrctwd	311.00
323290	1	LRP PUBLICATIONS	CnfrNonI/SupvAdmn/Dstrctwd	3,285.00
323291	13	DELL COMPUTER	Comprr /FoodServ/Dstrctwd	846.60
323292	1	ENET COMPONENTS INC	SplsNonI/TIS /Dstrctwd	1,311.27
323293	1	ENET COMPONENTS INC	SplsNonI/TIS /Dstrctwd	1,500.00
323294	1	SHI	Serv& Op/TIS /Dstrctwd	178,134.90
323295		VOID	VOID	0.00
323296	11	AMERICAN COUNCIL ON EDUCATION	Serv& Op/Instrctn/Dstrctwd	11.50
323297	1	PEARSON EDUCATION	K-12Text/Instrctn/Tesoro	903.69

Board of Trustees Purchase Order Listing  
 \*----- Fiscal Year: 2012-13 -----\*  
 Board of Trustees Meeting.....FEBRUARY 13, 2013

PO No.	Fund	Vendor	Description	Amount
323298	1	NASCO WEST	InstMtls/Instrctn/Viejo	1,029.30
323299	1	LIBRARY VIDEO COMPANY	InstMtls/Instrctn/CVHS	61.34
323300		VOID	VOID	0.00
323301	1	LIBRARY VIDEO COMPANY	InstMtls/Instrctn/DHHS	76.99
323302	1	TEACHER CREATED MATERIAL	InstMtls/Instrctn/FNMS	26.50
323303	1	PCI EDUCATIONAL PUBLISHING	InstMtls/Instrctn/FNMS	252.93
323304	1	INSTITUTE FOR DISABILITIES &	InstMtls/SEOthIns/Dstrctwd	188.38
323305	1	MUSCO SPORTS LIGHTING	Rntl:Oth/RR:Bldgs/CVHS	3,567.44
323306	1	NATIONAL SCHOOL PRODUCTS	InstMtls/Instrctn/San Juan	106.80
323307		VOID	VOID	0.00
323308	1	SANTILLANA PUBL CO	InstMtls/Instrctn/San Juan	269.19
323309	1	TEACHER CREATED MATERIALS	InstMtls/Instrctn/Las Palm	132.99
323310	1	GREAT BOOKS FOUNDATION	Bks&Ref /Instrctn/LadraElm	1,546.25
323311	1	LINGUI SYSTEMS INC	SplsNonI/Spch Aud/Dstrctwd	563.49
323312		VOID	VOID	0.00
323313	1	LEGOLAND	Serv& Op/Instrctn/Las Palm	620.00
323314	1	PEARSON CLINICAL ASSESSMENT	SplsNonI/Spch Aud/Dstrctwd	156.77
323315	25	OVERLAND PACIFIC & CUTLER INC	Serv& Op/Fac Acq /Dstrctwd	2,625.00
323316	12	MOBILE MODULAR	Rntl:Oth/Sch Adm /Dstrctwd	7,320.00
323317	1	ADAPTIVEMALL.COM	NonCapEq/HlthServ/Dstrctwd	2,366.28
323318		VOID	VOID	0.00
323319	1	HEIDISONGS	InstMtls/Instrctn/LadraElm	52.86
323320	1	GOPHER ATHLETIC	InstMtls/Instrctn/LRMS	128.17
323321		VOID	VOID	0.00
323322	1	SNUG SEAT, INC.	SplsNonI/HlthServ/Dstrctwd	294.72
323323	1	BAYSCAN	SplsNonI/Libr&Med/Dstrctwd	515.16
323324	1	DELL COMPUTER	NonCapEq/Instrctn/LRMS	4,205.45
323325	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Enterprs/NHMS	414.72
323326	1	DELL COMPUTER	NonCapEq/PsychSer/Dstrctwd	4,717.40
323327	1	DELL COMPUTER	NonCapEq/TIS /Dstrctwd	515.45
323328	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/AVMS	500.00
			SplsNonI/Sch Adm /AVMS	500.00
323329	1	APPLE COMPUTER INC	InstMtls/Instrctn/LadraElm	160.92
323330	1	COMPLETE OFFICE OF CA	InstMtls/Instrctn/Dstrctwd	301.97
323331	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/CVHS	7,500.00

251 Purchase Orders \$853,520.80



Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....FEBRUARY 13, 2013

Warrant Number	Name of Payee	Reference Number	Amount
182027	MCGRAW HILL COMPANIES	PO-322335	61.59
182028	MCGRAW-HILL COMPANIES	PO-321451	984.82
182029	MNJ TECHNOLOGIES DIRECT INC	PO-322483	262.61
182030	MOBILE COMM REPAIR INC	PO-322856	14,784.07
182031	MR. M'S WORLD	PO-322071	1,025.63
182032	NCS PEARSON	PO-322461	811.02
		PO-322462	1,242.17
182033	NETWORK HARDWARE RESALE	PO-322438	26,081.25
182034	OFFICE DEPOT	PO-320790	1,161.60
		PO-321199	55.02
		PO-321226	65.01
182035	ORANGE COUNTY TREASURER TAX	PO-323006	128.00
182036	PRINCIPAL ESSENTIALS	PO-322584	68.00
182037	PRINT & FINISHING SOLUTIONS	PO-320127	62.69
182038	PRIORITY MAILING SYSTEMS	PO-320138	1,571.00
182039	QUALITY TOWING	PO-321178	99.00
182040	RINCON TRUCK PARTS	PO-320575	240.26
182041	S&R SPORT	PO-321968	5,572.64
182042	SAN DIEGO COUNTY SUPT OF SCH	PO-322246	60.00
182043	SCHOLASTIC INC	PO-322892	516.12
182044	SCOTT FORESMAN	PO-321659	790.99
		PO-322337	273.11
182045	SMART & FINAL	PO-320371	73.66
		PO-320382	13.10
		PO-321354	12.35
182046	SOUND IMAGE	PO-323051	365.20

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....FEBRUARY 13, 2013

Warrant Number	Name of Payee	Reference Number	Amount
182047	SOUTHWEST SCHOOL SUPPLY	-	
		PO-320012	83.66
		PO-320039	301.86
		PO-320046	390.34
		PO-320066	30.00
		PO-320071	141.74
		PO-320073	340.79
		PO-320279	421.04
		PO-320456	68.02
		PO-320636	290.31
		PO-320638	26.23
		PO-320642	562.92
		PO-320644	193.13
		PO-320646	43.19
		PO-320648	62.66
		PO-320650	192.99
		PO-320652	47.61
		PO-320654	69.29
		PO-320767	1,003.02
		PO-320770	109.71-
		PO-320773	109.94
		PO-320776	114.52
		PO-320785	284.88
		PO-320792	33.52
		PO-320796	380.58
		PO-320798	39.46
		PO-320807	382.54
		PO-320809	270.30
		PO-320845	298.69
		PO-321188	22.62
		PO-321224	585.54
		PO-321228	84.52
		PO-321238	113.57
		PO-321241	112.24
		PO-321358	859.55
		PO-321430	177.98
182048	SOUTHWEST SCHOOL SUPPLY	PO-321463	816.21
		PO-322045	495.65
		PO-322079	74.79
		PO-322156	36.59

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....FEBRUARY 13, 2013

Warrant Number	Name of Payee	Reference Number	Amount
182049	SPARKLETTS	PO-320077	13.44
		PO-320437	10.65
		PO-320709	7.34
		PO-320712	20.25
		PO-321072	17.49
		PO-321084	100.23
182050	SPORTS FACILITIES GROUP INC	PO-322605	25,167.69
182051	STAPLES ADVANTAGE	PO-320068	64.43
		PO-320641	130.07
		PO-322522	77.87
182052	STUDENT PLANNER	PO-320037	551.94
182053	TIFCO INDUSTRIES	PO-320577	343.77
182054	TRANSTRAKS	PO-322330	1,275.00
182055	TURPIN DISTRIBUTION SERVICES	PV-132219	1,645.00
182056	TUTTLE-CLICK FORD	PO-320564	35.02
182057	ZEE MEDICAL	PO-320591	889.39
182058	OFFICE DEPOT	PO-321110	179.10
182059	SMART & FINAL	PO-320589	349.80
182060	SOUTHWEST SCHOOL SUPPLY	PO-320794	268.43
		PO-320801	166.42
182061	SPARKLETTS	PO-321299	9.34
		PO-321300	7.35
		PO-321302	5.29
		PO-321304	7.35
		PO-321306	11.45
		PO-321307	11.39
		PO-321311	5.31
		PO-321343	7.34
		PO-321346	4.01
		PO-321349	7.35
		PO-321356	11.39
		PO-321360	7.35
		PO-321364	13.45
		PO-321366	7.36
		PO-321369	22.59
		PO-321375	3.24
		PO-321376	9.34
		PO-321529	25.69
		PO-321535	2.05
		PO-322703	27.46
182062	STAPLES ADVANTAGE	PO-320893	54.95
182063	STAPLES ADVANTAGE	PO-320108	64.43
182064	BLIND CHILDREN'S LEARNING	PO-320468	3,075.00
		PO-320469	3,454.30
182065	CORNERSTONE THERAPIES	PO-322431	200.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....FEBRUARY 13, 2013

Warrant Number	Name of Payee	Reference Number	Amount
182066	GOODWILL INDUSTRIES OF ORANGE	PO-320990	12,630.00
182067	HERITAGE CENTER	PO-320836	10,892.40
182068	KENNEY, ROBERT AND MARIE	PO-320216	3,662.00
182069	LEE, EUNJUNG AND/OR DAEHOE	PO-320832	657.12
182070	MOLDAUER, PAMELA S.	PO-321287	1,275.00
182071	PATRICIA MACDONALD AND	CL-120123	1,605.56
182072	RAINS, SANDY AND MAYNARD	PO-322064	580.50
182073	SHACK-LAPPIN, CAROL	PO-321191	1,317.75
182074	STEPPING STONES SPEECH	PO-322704	9,240.00
182075	TERI INC	PO-321028	3,995.17
182076	TRUST ACCOUNT OF SPECIAL	PO-322618	3,500.00
182077	WINGARD, RICHARD AND LORENA	PO-322511	1,000.00
182078	ATKINSON ANDELSON LOYA	PO-320706	710.29
182079	BESTGEN, MARY	PO-321569	240.00
182080	CAMPCO	PO-321480	9,802.10
182081	DANNIS WOLIVER KELLEY	PO-323009	318.50
182082	GOODWILL INDUSTRIES OF ORANGE	PO-322656	390.00
182083	HARBOTTLE LAW GROUP	PO-321101	15,370.50
182084	SCHOOL INNOVATIONS & ADVOCACY	PO-322633	19,000.00
182085	YMCA OF ORANGE COUNTY	PO-321712	2,025.00
182086	BRAUN, C. ANNE	PV-132228	229.00
182087	CASBO/CENTINELA SOUTH BAY C/O	PO-323065	152.00
182088	CHAMBERLAIN, DAVID	PV-132220	720.55
182089	COLLEGE BOARD, THE	PO-323019	205.00
182090	MARSDEN, CLAIRE	PV-132221	79.00
182091	ORANGE COUNTY DEPT OF EDUCATIO	PO-322290	100.00
		PO-322807	2,375.00
182092	SHERRIE, LORRAINE	PV-132229	229.00
182093	ACADEMIC CHESS	PV-132222	497.00
		PV-132223	2,190.30
		PV-132224	85.40
182094	CAMPCO	PV-132226	2,206.23
182095	SMART FOUNDATION, THE	PV-132225	881.05
182096	BENS ASPHALT	PO-320317	5,866.00
		PO-323038	1,268.00
182097	CITY OF SAN JUAN CAPISTRANO	PO-320307	13,438.63
182098	CONSOLIDATED ELECT DISTR	PO-320352	915.91
182099	GILBERT & STEARNS INC	PO-320401	4,750.30
182100	MOULTON NIGUEL WATER	PO-320310	7,511.95
182101	ORANGE CTY DEPT EDUC	PO-321393	3,407.92
182102	PACIFIC ROOFING SYSTEMS	PO-321957	3,100.00
		PO-322192	9,760.50
		PO-322423	19,860.75
182103	SAN DIEGO GAS & ELECTRIC	PO-321103	135,817.06
182104	SANTA MARGARITA WATER	PO-320311	8,183.68

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....FEBRUARY 13, 2013

Warrant Number	Name of Payee	Reference Number	Amount
182105	SO CAL GAS CO	PO-320314	15,369.31
182106	SOUTHERN CALIFORNIA EDISON	PO-320313	7,102.41
182107	WLC ARCHITECTS INC	PO-322040	24,300.00
182108	1ST JON	PO-320302	544.68
182109	ACETEC SECURITY SYSTEMS	PO-320357	1,750.00
182110	ACTIVITIES FOR LEARNING INC	PO-322871	258.60
182111	ADVANTAGE RADIATOR	PO-320568	350.00
182112	ALISO VIEJO AUTO SERVICE	PO-320522	529.32
182113	APPLE COMPUTER INC	PO-322661	218.73
		PO-322709	1,604.77
182114	B & H PHOTOGRAPHY	PO-322242	660.52
		PO-322563	5,080.32
182115	BARRETT-ROBINSON INC	PO-322615	354.00
182116	BATTERIES PLUS	PO-320157	199.30
182117	BAYSCAN	PO-322867	184.00
182118	BEACH CITIES GLASS	PO-323044	2,439.60
182119	CAMCOR INC	PO-322874	1,837.05
182120	CHRISTIDIS GENERAL CONTRACTING	PO-323042	4,750.00
182121	CINTAS CORP	PO-320245	181.68
		PO-320319	1,214.78
		PO-321894	231.66
182122	CINTAS CORPORATION #640	PO-320527	254.95
182123	CLEAN ENERGY	PO-320528	5,809.45
182124	COASTAL BLUE	PO-322124	286.62
182125	COMPLETE OFFICE OF CA	PO-320369	25.85
		PO-321344	99.24
182126	DELL MARKETING L P	PO-322176	67.49
		PO-322622	61.21
		PO-322702	6,998.47
		PO-322829	115.07
182127	DENAULT'S HARDWARE	PO-320162	26.48
		PO-320531	86.11
182128	DEWEYS HOME APPLIANCES	PO-322748	27,799.50
182129	DUNN-EDWARDS CORP	PO-320322	657.38
182130	EBERHARD EQUIPMENT	PO-323025	1,625.81
182131	ENABLEMART	PO-322586	489.06
182132	GANAHL LUMBER	PO-320324	5,012.13
182133	GEISENS AUTO UPHOLSTERY	PO-320541	348.94
182134	GLEN PRODUCTS	PO-320325	204.27
182135	GOLDEN RULE BINDERY	PO-322688	3,434.78
182136	GOPHER ATHLETIC/SPORTS	PO-322774	205.75
182137	HIRSCH PIPE & SUPPLY	PO-320326	1,412.87
182138	HYDRO-SCAPE PRODUCTS INC	PO-320328	234.38



Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....FEBRUARY 13, 2013

Warrant Number	Name of Payee	Reference Number	Amount
182139	IMAGE 2000	PO-320470	85.00
		PO-320582	973.74
		PO-320586	751.65
		PO-322544	333.48
182140	INSIGHT SYSTEMS EXCHANGE	PO-322254	2,831.02
		PO-322596	706.52
		PO-322660	14,911.68
		PO-322771	3,407.97
		PO-322793	764.71
		PO-322809	12,394.25
		PO-322814	153.92
		PO-322817	706.52
		PO-322819	8,262.82
		PO-322931	13,382.26
182141	JOHNSTONE SUPPLY	PO-322735	16,765.48
182142	KELLY PAPER COMPANY	PO-320118	1,707.50
182143	LAWNMOWERS ETC	PO-320824	533.41
182144	LOCAL JANITORIAL & VACUUM	PO-321872	138.47
182145	W W GRAINGER INC	PO-320349	12,345.89
		PO-320350	2,386.20
		PO-323039	2,732.42
182146	STATE BD EQUALIZATION	PV-132235	2,358.00
182147	MV BREAKERS	PO-322418	452.68
182148	NASCO WEST	PO-322043	439.62
		PO-322863	469.39
182149	ORANGE CTY PUMP CO	PO-320945	1,325.00
182150	RADIO SHACK ACCOUNTS REC	PO-320182	64.64
182151	RINCON TRUCK PARTS	PO-322603	21.72
182152	SIMPLEX GRINNELL LP	PO-321584	16,963.58
		PO-321800	8,345.40
182153	SO COUNTY PROTECTIVE WEAR	PO-320196	627.43
182154	SOUND PROJECTIONS	PO-322755	114.88
182155	TEACHER CREATED MATERIALS	PO-322033	824.22
		PO-322034	1,236.33
		PO-322127	824.22
		PO-322261	3,633.84
182156	WAL MART COMMUNITY/GEGRB	PO-321774	135.54
		PO-321776	44.67
		PO-321778	289.50
		PO-321939	5.88
182157	WAL MART COMMUNITY/GEGRB	PO-322436	1,584.30
182158	WAXIE	PO-320343	29,194.26
182159	WAL MART COMMUNITY/GEGRB	PO-320788	39.19
182160	MOULTON NIGUEL WATER	PO-320310	1,138.70
182161	SAN DIEGO GAS & ELECTRIC	PO-321103	28,731.40

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....FEBRUARY 13, 2013

Warrant Number	Name of Payee	Reference Number	Amount
182162	SANTA MARGARITA WATER	PO-320311	1,531.58
182163	SO CAL GAS CO	PO-320314	13,555.76
182164	SO COAST WATER DIST	PO-320312	4,733.09
182165	SOUTHERN CALIFORNIA EDISON	PO-320313	50,377.31
182166	WESTGROUP MANAGEMENT INC	PO-321964	1,950.00
		PO-323054	23,950.00
182167	US BANK CORP PAYMENT SYSTEM	CM-130049	63.98-
		PV-132238	1,300.60
		PV-132239	1,548.78
		PV-132260	7,274.39
182168	US BANK CORP PAYMENT SYSTEM	PV-132260	1,196.86
182169	BRENDA CRARY	PO-320292	3,223.20
182170	CARES	PO-321986	3,165.50
182171	CROMWELL, PATRICIA	PO-320344	135.00
182172	DORES, PAUL ALAN	PO-320296	1,440.00
182173	LCRA TRUST	PO-321559	3,412.50
		PO-321570	4,760.00
		PO-322433	3,202.50
182174	ORANGE COUNTY THERAPY SERVICE	PO-320329	1,360.00
182175	ORANGE CTY DEPT EDUC	PO-321498	366,225.00
182176	STEPPING STONES SPEECH	PO-321714	10,800.00
		PO-322704	6,300.00
182177	WINGARD, RICHARD AND LORENA	PO-322949	500.00
182178	STUTZ ARTIANO SHINOFF & HOLTZ	PO-320748	57,003.27
182179	T DAVIS & ASSOCIATES INC	PO-320327	3,750.00
182180	CSBA	PO-323012	550.00
182181	ELLIOT, EVANGELINE	PV-132240	77.90
182182	INSTITUTE EDUCATION DEV	PO-322914	438.00
182183	ALISO AQUATICS	PV-132241	2,184.00
182184	CALIFORNIA MARTIAL ARTS	PV-132242	688.80
182185	GOODWILL INDUSTRIES OF ORANGE	PO-321985	120.00
182186	PROFESSIONAL TUTORS OF AMERICA	PO-321166	1,898.00
182187	BATES, GILDA OR MARK	PV-132243	105.85
182188	BOYD, VALERIE	PV-132244	264.07
182189	BRESSLER, ERIC & KATHY	PV-132245	99.46
182190	CHARTIER, BRIAN & LESLIE	PV-132246	161.62
182191	CLARK, BRIAN OR YOLANDA	PV-132247	77.43
182192	FIDEL ORTIZ OR BEVERLY ALLREAD	PV-132255	106.56
182193	FINCH, JASON/NICOLETTE	PV-132248	161.17
182194	GEISERT, GARRETT OR LEAH	PV-132249	392.72
182195	GUERRERO, HECTOR & GINA	PV-132250	163.39
182196	HARRAMAN, RUSSEL & IVANA	PV-132251	283.05
182197	JOHNSON, EDWIN OR MELISS	PV-132252	416.65
182198	KARPUS, DAVID OR MARY	PV-132253	262.85
182199	LITTLE, DREW & LESLIE	PV-132254	301.86

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....FEBRUARY 13, 2013

Warrant Number	Name of Payee	Reference Number	Amount
182200	PETERSEN, DAVID OR LORIE	PV-132256	85.47
182201	RODAS, PHILLIP AND CAROLYN	PV-132257	101.23
182202	TRITZ, RICHARD &/OR JULIE	PV-132258	152.74
182203	WALKER, TRENT & MISTY	PV-132259	189.81
182204	ANTONIUS, LYNDA	PV-132261	41.07
182205	BENNETT, KATHLEEN	PV-132262	128.76
182206	BRADLEY, JUDITH S	PV-132263	27.75
182207	CARLISLE, TERESA	PV-132264	102.68
182208	COX, LINDA	PV-132265	96.02
182209	DIXON, AURORA	PV-132266	66.60
182210	EATON, ANDREA	PV-132267	35.52
182211	ELLIOT, EVANGELINE	PV-132269	64.94
182212	ELLIS, SHAWNA	PV-132270	97.68
182213	GILMORE, SHELLY	PV-132272	98.24
182214	GLASSEN, NINA	PV-132273	39.41
182215	HACKER, COLIN	PV-132274	60.50
182216	HIGHTOWER, SHERI	PV-132275	95.46
182217	KERINS, TRACY	PV-132276	6.11
182218	KIMINAS, ANTHONY	PV-132277	173.72
182219	NIEMEYER, PAUL	PV-132278	6.11
182220	PATERSON, ELIZABETH	PV-132279	101.01
182221	RAFF, DEIDRE	PV-132283	203.13
182222	SHUMATE, DAGMAR	PV-132282	230.33
182223	TABARI, LISA SEYEDI	PV-132285	81.03
182224	TERHUNE, CYNTHIA	PV-132286	162.06
182225	TODD, JENNIFER	PV-132287	167.61
182226	TUCKER, MARYANN	PV-132284	177.60
182227	WHALEN, ANDREA	PV-132288	69.93
182228	WIEDEMAN, LORI	PV-132289	55.50
182229	EDEN, CRIS	PV-132268	26.64
182230	FREY, DEBORAH	PV-132271	27.20
182231	PEREZ, VIRGINIA	PV-132280	13.32
		PV-132281	32.19
182232	ACT	PO-321526	269.38
182233	B & H PHOTOGRAPHY	PO-322563	137.93
182234	BEE MAN	PO-320677	99.00
182235	BIOMETRICS4ALL INC	PO-320029	46.50
182236	CAMCOR INC	PO-322861	426.43
182237	CAPISTRANO GOLF CARS	PO-320871	699.04
182238	CHEVROLET OF IRVINE	PO-320569	143.93
182239	CULVER-NEWLIN INC	PO-322420	4,368.60
182240	DELL MARKETING L P	PO-322263	1,048.09
182241	DUNN-EDWARDS CORP	PO-320322	209.26
182242	FISHER SCIENTIFIC	PO-322441	2,967.91
182243	FRICTION MATERIALS CO.	PO-320540	509.27

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting....FEBRUARY 13, 2013

Warrant Number	Name of Payee	Reference Number	Amount
182244	W W GRAINGER INC	PO-320350	1,580.03
		PO-323039	28,083.71
182245	CALIFORNIA WEEKLY EXPLORER INC	PO-322743	1,930.00
182246	CERTIFIED TRANSPORTATION	PV-132293	2,869.38
182247	COMMUNITY ROOTS	PO-320595	69,195.00
182248	Capistrano Connections Academy	PO-320596	650,519.00
182249	DEPARTMENT OF JUSTICE	PO-320035	3,592.00
182250	HERITAGE MUSEUM OF OC	PO-322806	486.00
182251	JFK TRANSPORTATION CO INC	PV-132291	1,267.50
182252	JOURNEY CHARTER SCHOOL	PO-320594	107,493.00
182253	OPPORTUNITY FOR LEARNING	PO-320593	52,079.00
182254	OXFORD ACADEMY	PO-320597	256,387.00
182255	OPPORTUNITY FOR LEARNING	PV-132292	14,850.18
182256	CONNECTICUT GEN LIFE INS CO	PO-320140	14,920.14
182257	CONNECTICUT GENERAL LIFE	PO-320114	29,550.77
182258	ABOVE ALL NAMES CONSTRUCTION	PO-322749	8,649.79
		PO-323046	1,714.13
182259	BOWIE ARNESON WILES &	PO-320291	1,837.37
182260	CONSOLIDATED ELECT DISTR	PO-320352	950.40
182261	E. STEWART AND ASSOCIATES	PO-321934	7,330.00
182262	LARMAC	PO-323099	17,400.00
182263	PACIFIC PLUMBING COMPANY OF	PO-322353	1,209.60
		PO-323093	23,339.17
182264	PACIFIC ROOFING SYSTEMS	PO-320394	4,213.30
182265	SAN DIEGO GAS & ELECTRIC	PO-321103	186,367.67
182266	SANTA MARGARITA WATER	PO-320311	530.17
182267	SO CAL GAS CO	PO-320314	11,134.81
182268	SO COAST WATER DIST	PO-320312	4,832.10
182269	SOUTHERN CALIFORNIA EDISON	PO-320313	21,134.06
182270	WESTGROUP MANAGEMENT INC	PO-323054	12,600.00
182271	BARRETT, JANET S	PV-132319	44.40
182272	BENE, CHERI	PV-132320	109.34
182273	BERTUSSI, GIONNA	PV-132321	207.02
182274	BUCKMAN, JONATHAN T.	PV-132322	28.86
182275	CHACO, MARISSA	PV-132323	41.07
182276	DAVIS, DANIELLE	PV-132324	214.23
182277	ENRIQUEZ, MICHELLE L	PV-132325	70.51
182278	EXWORTHY, MARK	PV-132326	263.07
182279	FLYNN, MARGARET	PV-132327	75.48
182280	GILL, ARVINDER	PV-132328	117.66
182281	GOMEZ, LYDIA	PV-132329	107.12
182282	HALL, SHELLEY A.	PV-132330	16.10
182283	HERNANDEZ, MARLO	PV-132331	21.09
182284	HIRCHAG, REBECCA S	PV-132332	45.51
182285	JIMENEZ, DENISE	PV-132333	89.36

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....FEBRUARY 13, 2013

Warrant Number	Name of Payee	Reference Number	Amount
182286	KROGMAN, DEBRAH	PV-132334	39.96
182287	LEAHY, CHRISTINA	PV-132335	52.73
182288	MCKEE, DANISE	PV-132338	82.14
182289	MEISSNER, ANDREA	PV-132337	258.63
182290	NAPORA, NOELLE	PV-132339	88.80
182291	PEREZ, ALEIDA	PV-132340	23.31
182292	RUSINKOVICH, CHERYL	PV-132341	71.60
182293	SHAH, RANA	PV-132342	75.48
182294	SHOFNER, BRIANNA	PV-132343	115.44
182295	SOLTIS, PAMELA	PV-132344	85.47
182296	SUNICO, MA REGINA	PV-132345	280.28
182297	TALILI, MAILUMAI	PV-132346	276.95
182298	WESTON, KELLY	PV-132347	89.91
182299	AZPETTIA, ROSALBA	PV-132318	3.89
182300	MCMURRAY, JOYCE	PV-132336	61.61
182301	BROOKMAN, JOSEPH	PV-132348	313.58
182302	BROWN, SUSAN	PV-132349	21.65
182303	DYE, JANETTE	PV-132351	6.66
182304	ELKINS, KAREN	PV-132350	139.86
182305	ENDER, PAMELA	PV-132352	59.94
182306	GOFORTH, KRISTYN	PV-132353	67.16
182307	GONG, PHOEBE	PV-132354	164.84
182308	HANAFORD, LAURA	PV-132355	19.98
182309	HARMAN, NANCY	PV-132356	153.74
182310	HERTZ, JANA	PV-132357	99.90
182311	KELLMAN, KATHLEEN	PV-132358	88.25
182312	LONE, JENNIFER	PV-132363	106.56
182313	LUDLOW, JACK	PV-132360	19.98
182314	LUEHE, CHRISTOPHER	PV-132361	79.37
182315	MALONE, JULEE	PV-132362	375.18
182316	MARSDEN, CLAIRE	PV-132364	103.79
182317	MATIENZO, NINA RIE	PV-132365	107.12
182318	MOGUET, NICHOLAI	PV-132366	46.62
182319	REGAN, MARY	PV-132367	34.97
182320	ROCHE, ANN	PV-132368	190.37
182321	SANTOS, CHRIS	PV-132369	43.85
182322	SAUER, PATRICIA J	PV-132370	17.21
182323	TRAN, PHI	PV-132371	33.30
182324	TRUEBLOOD, MELINDA	PV-132372	63.83
182325	ASTOR, KEVIN	PV-132374	32.27
182326	BARAJAS, DANIEL	PV-132375	38.82
182327	BEATTY, LAUREN	PV-132377	82.00
182328	BURKE, RYANN RENEE	PV-132381	15.00
182329	CLARK, SHARON	PV-132382	75.16
182330	COLLINS, CLINT	PV-132385	15.07

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....FEBRUARY 13, 2013

Warrant Number	Name of Payee	Reference Number	Amount
182331	DAGLEY, JEANA	PV-132386	72.00
182332	DIXON, AURORA	PV-132387	20.00
182333	HANSON, CRAIG	PV-132394	72.00
182334	KUNZE-THIBEAU, LORI	PV-132403	90.60
182335	LAVERING, STEVE	PV-132404	143.29
182336	MCLAUGHLIN, GREGG	PV-132408	48.35
182337	NATHAN, AHRAD	PV-132410	70.00
182338	O' TONER, ERIC M	PV-132425	72.00
182339	PETERSON, SUSAN B	PV-132415	55.00
182340	PUCCIO, LISA	PV-132416	72.00
182341	SALINAS, GABE	PV-132417	48.45
182342	SAMSEL, MIA FRANCES	PV-132418	89.00
182343	STEELE, BRITTANY NOEL	PV-132421	152.00
182344	STJEPOVIC, KATIJA	PV-132423	50.00
182345	VICTORIA, MAIDELIN	PV-132427	18.00
182346	WATERBURY, NILSA	PV-132428	47.18
182347	YOGI, STACY	PV-132429	81.56
182348	ASSALIAN, NICO	PV-132373	99.00
182349	BARRY, RILEY	PV-132376	28.00
182350	BLOOMBERG, ALLISON	PV-132379	195.00
182351	BRADLEY, SADIE	PV-132380	99.00
182352	COLBY, QUINN	PV-132384	61.00
182353	FROBOESE, LAVELLE	PV-132388	40.00
182354	FUCHS, KONRAD	PV-132389	198.00
182355	GROSS, TERRIE	PV-132391	40.00
182356	GUARRERA, LEE	PV-132392	40.00
182357	HALLINAN, TRACY	PV-132393	195.00
182358	HARVILL, RILEY	PV-132395	99.00
182359	JOHNSON, BETTY	PV-132398	40.00
182360	KITMITTO, LAILA	PV-132400	198.00
182361	KOSTALNICK, ANN	PV-132401	99.00
182362	KUMER, PAULA	PV-132402	40.00
182363	LEE, JOONHYUNG	PV-132405	99.00
182364	MAKOVSKA, ZUZANA	PV-132406	99.00
182365	MARCLEY, SUSAN	PV-132407	125.00
182366	MC GAFFIN, MARY	PV-132390	40.00
182367	NAUGHTON, TAYLOR	PV-132411	99.00
182368	NAULLS, JONATHAN	PV-132413	99.00
182369	NAVARRO, NATALIE	PV-132430	55.00
182370	PEARSON, DEBORAH	PV-132414	40.00
182371	SHERMAN, KAYLA	PV-132419	99.00
182372	SIKSEK, TALA	PV-132420	85.00
182373	STIFF, CAROL	PV-132422	40.00
182374	TINNEY, ELIZABETH	PV-132424	99.00
182375	HORSPPOOL, JOSEPH	PV-132396	44.85

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....FEBRUARY 13, 2013

Warrant Number	Name of Payee	Reference Number	Amount
182376	KIDD, SALLY	PV-132399	214.00
182377	MEAD, KRISTA	PV-132409	645.00
182378	TRINIDAD, ANTHONY	PV-132426	14.00
182379	GARCIA, IRMA R.	PO-320294	5,111.40
182380	GOODWILL INDUSTRIES OF ORANGE	PO-320990	19,440.00
		PO-322656	240.00
182381	KIDS INSTITUTE FOR DEVELOPMENT	PO-320396	4,830.00
		PO-320397	3,375.00
182382	MCCORMACK, MARC AND/OR KRISTA	PO-320818	607.65
182383	OCEANVIEW SCHOOL	PO-320224	3,116.00
		PO-320230	2,968.00
		PO-320231	3,540.00
		PO-320237	3,360.00
		PO-320239	3,540.00
		PO-320241	3,090.00
		PO-320670	3,180.00
		PO-321715	3,180.00
		PO-321745	3,180.00
		PO-322835	2,756.00
		PO-322888	4,868.00
182384	PARADIGM HEALTH CARE SERVICES	PO-322508	9,631.27
182385	PYRAMID AUTISM CENTER	PO-320238	3,150.00
182386	ROSSIER PARK ELEMENTARY SCHOOL	PO-321675	3,763.50
		PO-323101	1,825.50
182387	ROZENBERG, ABBY	PO-321744	1,687.50
182388	TERI INC	PO-321028	1,880.08
182389	YELLOWSTONE BOYS & GIRLS RANCH	PO-321021	10,668.50
182390	YOUTH CARE/PINE RIDGE ACADEMY	PO-322887	9,658.00
182391	BIO-ACOUSTICAL ENG	PO-320963	21,900.00
182392	VAVRINEK TRINE DAY & CO LLP	PO-320466	25,859.90
182393	CUE CONFERENCE	PO-323090	430.00
182394	MORRIS, LINDSEY	PV-132378	248.98
182395	ACTION LEARNING SYSTEMS INC	PO-320996	2,000.00
		PO-320997	2,000.00
		PO-321014	4,000.00
		PO-323053	4,000.00
182396	ART MASTERS	PO-320995	1,512.00
		PO-321011	2,078.00
		PO-321477	1,827.00
		PO-321478	1,765.00
		PO-321982	1,350.00
182397	ART MASTERS INC	PO-321713	1,945.00
182398	CALINK INSTITUTE	PO-322241	1,200.00
182399	CROSSLINE COMMUNITY CHURCH	PO-322126	1,925.00
182400	A Z BUS SALES INC	PO-320567	3,804.03

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....FEBRUARY 13, 2013

Warrant Number	Name of Payee	Reference Number	Amount
182401	ADVANTAGE RADIATOR	PO-320568	328.61
182402	ALISO NIGUEL AUTO CARE	PO-320521	990.03
182403	ALISO VIEJO AUTO SERVICE	PO-320522	722.95
182404	APPLE COMPUTER INC	PO-322653	701.46
		PO-322943	435.92
		PO-323002	801.19
182405	BATTERY SYSTEMS	PO-321716	203.56
182406	BLAIRS TOWING	PO-322329	285.00
182407	CAL-STATE AUTO PARTS INC	PO-320525	2,070.31
182408	CAPISTRANO GOLF CARS	PO-320872	1,426.34
182409	CINTAS CORP	PO-320245	60.56
		PO-320319	1,469.40
182410	CINTAS CORPORATION #640	PO-320527	254.95
182411	CULVER-NEWLIN INC	PO-322685	64.48
182412	D&S MARKETING SYSTEMS	PO-322989	789.80
182413	DANIELS TIRE SERVICE	PO-320570	5,047.46
182414	DELL MARKETING L P	PO-320930	601.67
182415	FOLLETT EDUCATIONAL SVC	PO-322728	423.13
		PO-322729	1,741.19
		PO-322770	121.46
182416	FREEWAY AUTO SUPPLY & MACHINE	PO-320539	149.56
182417	FRICITION MATERIALS CO.	PO-320540	1,345.45
182418	GEISENS AUTO UPHOLSTERY	PO-320541	656.20
182419	GOLF TEAM PRODUCTS	PO-322911	962.00
182420	KELLY PAPER COMPANY	PO-320118	1,198.65
182421	LINGUI SYSTEMS INC	PO-322945	167.80
182422	EXECUTIVE ENVIRONMENTAL SVCS	PO-323144	1,541.55
182423	CAPISTRANO UNIFIED SCHOOL DIST	PO-320116	73,842.19
182424	UNUM LIFE INSURANCE	PO-320113	8,926.20
182425	NASCO WEST	PO-322012	853.43
182426	ONE STOP BINDERY	PO-320119	25.00
182427	ORANGE COUNTY MUSIC CENTER	PO-322822	3,657.35
182428	PACIFIC GO NATURAL GAS	PO-320551	1,815.01
182429	R&S SOIL PRODUCTS INC	PO-323026	1,436.97
182430	SEHI COMPUTER	PO-320360	378.20
182431	SIGNS BY CREATIONS UNLIMITED	PO-321266	1,045.44
182432	SKYLIGHT PUBLISHING INC	PO-321865	269.44
182433	SMART & FINAL	PO-320371	196.83
		PO-321354	72.02
		PO-321497	94.03
		PO-322016	169.51
182434	SOUTH COAST ANSWERING SERVICE	PO-320194	96.95
182435	SPICERS PAPER CO	PO-322675	800.04
182436	SPORTS FACILITIES GROUP INC	PO-323043	3,475.00
182437	TARGET SPECIALTY PROD	PO-320342	3,196.41



Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....FEBRUARY 13, 2013

Warrant Number	Name of Payee	Reference Number	Amount
182438	THE PARENT INSTITUTE	PO-322106	438.00
182439	THYSSENKRUPP ELEVATOR CORP	PO-320400	413.75
182440	TUTTLE-CLICK FORD	PO-320564	140.78
182441	UNIQUE SWEEPING	PO-320855	262.00
182442	WATERLINES TECHNOLOGIES INC	PO-321070	8,678.32
182443	MCGRAW HILL COMPANIES	PO-321657	103.12
182444	PREMIER AGENDAS	PO-320038	4,117.81
		PO-320511	983.35
182445	REFLECTIVE IMAGE	PO-321897	1,088.29
182446	SAF-COM SUPPLY	PO-320188	142.55
182447	SCHOOL SPECIALTY	PO-320007	1,125.99
		PO-320281	618.61
		PO-321046	220.14
		PO-321581	494.41
		PO-321991	12.72
		PO-322250	84.09
182448	SCHOOLMASTERS	PO-321295	387.72
182449	SEHI COMPUTER	PO-320360	597.16
182450	SIMPLEX GRINNELL LP	PO-323106	4,495.36
182451	SMART & FINAL	PO-321610	39.07

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....FEBRUARY 13, 2013

Warrant Number	Name of Payee	Reference Number	Amount
182452	SOUTHWEST SCHOOL SUPPLY	-	
		PO-320039	283.67
		PO-320046	398.38
		PO-320066	21.53
		PO-320073	29.71-
		PO-320253	198.88
		PO-320279	268.84
		PO-320318	66.73
		PO-320379	44.73
		PO-320456	66.37
		PO-320457	21.12
		PO-320636	1,116.43
		PO-320638	32.17
		PO-320642	282.47
		PO-320644	316.76
		PO-320648	89.68
		PO-320650	92.72
		PO-320770	143.72
		PO-320776	95.24
		PO-320792	160.32
		PO-320796	1,371.90
		PO-320798	94.31
		PO-320803	70.40
		PO-320805	101.08
		PO-320809	294.39
		PO-320845	62.79
		PO-321188	90.78
		PO-321224	22.08
		PO-321228	58.67
182453	SOUTHWEST SCHOOL SUPPLY	PO-321228	58.66
		PO-321238	212.24
		PO-321358	9.40
		PO-321463	325.19
		PO-322150	63,619.48
		PO-322169	55.51
		PO-322473	862.00
		FV-132549	44.43
182454	VANGUARD FLOORING INC	PO-322543	963.12
182455	SOUTHWEST SCHOOL SUPPLY	PO-320794	289.93
		PO-320801	246.34
182456	STATE BD EQUALIZATION	FV-132431	1,604.96
182457	STATE BD EQUALIZATION	FV-132432	421.94
182458	COUNTY OF ORANGE-WASTE MNGT	PO-320309	686.04
182459	DAVID TAUSSIG ASSOC INC	PO-322239	21,843.96
182460	MOULTON NIGUEL WATER	PO-320310	6,490.19

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....FEBRUARY 13, 2013

Warrant Number	Name of Payee	Reference Number	Amount
182461	SAN DIEGO GAS & ELECTRIC	PO-321103	86,668.67
182462	SANTA MARGARITA WATER	PO-320311	1,192.21
182463	SO CAL GAS CO	PO-320314	878.91
182464	SOUTHERN CALIFORNIA EDISON	PO-320313	40,324.55
182465	ADAMSON, CORAL	PV-132436	129.32
182466	BAILEY, REBECCA	PV-132437	111.00
182467	BIRKINSHAW, SANDY	PV-132438	48.29
182468	BLITCH, KRISTA	PV-132439	11.10
182469	BOLLA, BRENDA	PV-132440	62.72
182470	BRANNON, DESIREE	PV-132441	94.91
182471	BUCKMAN, JENNIFER	PV-132442	111.00
182472	CARDIN, PATTI	PV-132443	23.31
182473	CAUDILL, AMANDA	PV-132444	108.23
182474	COLLINGS, JANICE	PV-132445	35.52
182475	COX, WILLIAM A	PV-132446	188.70
182476	CROSS, MINDY	PV-132447	193.70
182477	DAGLEY, JEANA	PV-132448	69.93
182478	EATON, ANDREA	PV-132450	27.20
182479	FERGUSON, ERIN	PV-132451	136.53
182480	FRIEDLANDER, DOROTHY	PV-132452	233.10
182481	GILMORE, SHELLY	PV-132453	135.98
182482	GRAY, LISA	PV-132454	78.26
182483	HAACK, KATHI	PV-132455	123.21
182484	HACKER, COLIN	PV-132456	108.23
182485	HALL, SHEILA	PV-132457	168.17
182486	HANRATTY-RAJA, JENNIPHER	PV-132458	36.63
182487	HAUN, BARBARA	PV-132459	147.63
182488	HERTZ, JANA	PV-132460	63.27
182489	HEUSER, RACHEL	PV-132461	207.57
182490	HILL, DAWN	PV-132462	164.28
182491	IMSLAND, TRACEY	PV-132463	37.74
182492	JONES, JOSEPH	PV-132464	96.57
182493	KAPLAN, PAUL M	PV-132465	26.64
182494	DEMPSEY, PATRICE	PV-132449	81.59
182495	BUCKMAN, JENNIFER	PV-132505	72.00
182496	CLAPP, KASEY	PV-132507	71.00
182497	HAHN, SHAYNA	PV-132516	16.00
182498	HAUBENSCHILD, AUSTIN	PV-132518	89.00
182499	HAVERLOCK, SANDRA	PV-132519	72.00
182500	KIMMELL-CAMOIA, JULIE	PV-132468	163.73
182501	KOEN, JENNIFER	PV-132522	57.00
182502	KONUGRES, YANNI	PV-132523	70.00
182503	KOPELSON, KATHLEEN	PV-132471	41.63
182504	LAIDLEY, JOANIE	PV-132473	245.31
182505	LOHRBACH, MICHELLE	PV-132525	40.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....FEBRUARY 13, 2013

Warrant Number	Name of Payee	Reference Number	Amount
182506	MEISSNER, ANDREA	PV-132474	76.59
182507	MELGREN, KEVIN	PV-132529	85.00
182508	METTERT, LISA M	PV-132530	72.00
182509	MORAND, CARA	PV-132475	155.96
182510	NORRIS, MAUREEN	PV-132476	47.18
182511	ORGILL, JANELL	PV-132477	174.83
182512	PANNING LA BATE	PV-132478	159.84
182513	PARKER, LAURA	PV-132479	92.69
182514	PINKERTON, DAN	PV-132481	285.83
182515	RAFF, DEIDRE	PV-132482	136.53
182516	RAY, KYLE	PV-132538	80.00
182517	SCHOOLER, DEBORAH	PV-132483	78.81
182518	SCHUYLER, MAUREEN	PV-132543	25.00
182519	SMITH, ANNE	PV-132484	240.87
182520	STIRLING, ROBERT	PV-132485	84.92
182521	STYLES, KAREN	PV-132486	11.10
182522	TERHUNE, CYNTHIA	PV-132487	177.60
182523	THOMPSON, LAURA	PV-132488	29.97
182524	TUCKER, MARYANN	PV-132489	145.97
182525	TUNULI, JESSICA	PV-132490	139.86
182526	VARGAS, DAVID	PV-132491	178.16
182527	WEBSTER, ANNE	PV-132492	319.68
182528	WEINELL, CAROL	PV-132493	58.83
182529	WEINELL, MIKE	PV-132494	11.66
182530	WEINSTEIN, DAVID H	PV-132495	49.95
182531	WEIS-DAUGHERTY, DENISE	PV-132496	121.55
182532	WENTZEL, KORY	PV-132497	91.58
182533	WHALEN, ANDREA	PV-132498	77.70
182534	WILEMON, ANDREA	PV-132547	75.00
182535	WORKMAN, KEN	PV-132499	31.08
182536	ALLEN, CHRISTOPHER	PV-132503	41.43
182537	CARA, JARED	PV-132506	139.50
182538	DE LA ROSA, BRANDON	PV-132508	69.53
182539	DONAHUE, PATRICK	PV-132509	139.50
182540	FARBER, OLIVIA/ELENA	PV-132510	90.00
182541	FARIS, JASON	PV-132511	69.53
182542	FRAIJO, VANCE	PV-132512	69.53
182543	GIORDANO, ALEC/MATT	PV-132513	40.00
182544	GRANEY, MIKEY	PV-132514	41.43
182545	GREEN, AMANDA	PV-132515	45.00
182546	HANNAH, DANIEL	PV-132517	69.53
182547	HENSON, ANDREW	PV-132520	69.53
182548	KIM, JUSTIN	PV-132521	41.43
182549	LOPEZ, JADENE	PV-132526	41.43
182550	MAXON, RYAN	PV-132527	41.43

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....FEBRUARY 13, 2013

Warrant Number	Name of Payee	Reference Number	Amount
182551	NAEGELE, MARLEY	PV-132531	41.43
182552	NAKASONE, SABRINA	PV-132548	41.43
182553	NAVARRO, NATALIE	PV-132533	41.43
182554	PARK, CALEB AND MAX	PV-132534	104.30
182555	PERKINS, MICHAEL	PV-132536	69.53
182556	PHOENIX, CRAIG AND BRADEN	PV-132537	139.06
182557	RODRIGUEZ, STEVEN	PV-132539	41.43
182558	SANDOVAL, CHRISTIAN/ZETH	PV-132541	82.86
182559	SCHRODT, NATHAN	PV-132542	45.00
182560	STANDEN, ANDREW	PV-132544	41.43
182561	VERMEULEN, DONALD	PV-132545	43.16
182562	WERKMEISTER, JORDAN	PV-132546	139.50
182563	BROWNING, ANGEL	PV-132504	405.00
182564	LEE, EUGENIA	PV-132524	657.50
182565	MCDONALD, DANA	PV-132528	584.50
182566	PARRIS, MAYA	PV-132535	210.00
182567	PEREZ, VIRGINIA	PV-132480	58.28
182568	SAFOURI, DONA	PV-132540	515.00
182569	ALPINE ACADEMY	PO-320240	22,776.70
182570	BERRY, SCOTT AND/OR JAIME	PO-320819	523.84
182571	OAK GROVE INSTITUTE	PO-320225	10,145.32
		PO-320226	10,145.32
182572	SUNBELT STAFFING LLC	PO-323140	14,662.50
182573	WIELATH, JOSEPH AND/OR LIVIA	PO-321421	360.30
182574	GUARINO, JODY	PV-132466	69.93
182575	IDEAS UNLIMITED SEMINARS LLC	PO-322069	687.00
182576	LEAHY, CHRISTINA	PV-132467	400.00
182577	MALACHIED INC	PO-323089	595.00
182578	MONTELONGO, ISELA	PV-132469	256.04
182579	NATL SCH PUB RELATN ASSN	PO-323088	495.00
182580	ORANGE COUNTY DEPT OF EDUCATIO	PO-322723	150.00
		PO-322797	150.00
182581	ALISO AQUATICS	PV-132470	2,825.73
182582	H2O SPOT	PV-132472	3,337.60
182583	ART MASTERS	PO-321012	1,452.00
182584	US BANK	PO-321583	11,051.64
182585	CORVEL CORPORATION	PO-320221	80,500.00
182586	CORVEL CORPORATION	PO-320222	3,103.29
182587	AARDVARK CLAY	PO-321820	150.29
182588	ASSOCIATION OF CALIFORNIA	PO-320079	260.00
182589	DRUMS ON SALE	PO-322966	570.32
182590	ETA/ HAND 2 MIND	PO-322453	3,923.31
182591	FEDERAL EXPRESS CORP	PO-320135	131.01
182592	FOLLETT EDUCATIONAL SVC	PO-322879	261.99
182593	GANAHL LUMBER	PO-320324	4,210.96

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....FEBRUARY 13, 2013

Warrant Number	Name of Payee	Reference Number	Amount
182594	HYDRO-SCAPE PRODUCTS INC	PO-320328	234.38
182595	KNORR SYSTEMS INC	PO-320513	690.40
182596	LAKESHORE	PO-322673	1,040.67
182597	LAKESHORE LEARNING MATERIALS	PO-322516	115.97
182598	LAKESHORE LEARNING MATLS	PO-321467	357.25
		PO-322862	265.83
		PO-322917	124.89
182599	LAWNMOWERS ETC	PO-320824	1,968.71
182600	LIVE FREE APPAREL	PO-323014	788.32
182601	LOCAL JANITORIAL & VACUUM	PO-321872	570.39
182602	W W GRAINGER INC	PO-323039	5,416.11
182603	CARLOS GUZMAN INC	PO-323143	1,500.00
182604	COX COMMUNICATIONS	PO-320405	179,335.80
182605	ORANGE COUNTY FIRE AUTHORITY	PO-323141	500.00
		PO-323142	1,000.00
		PO-323146	500.00
182606	ORANGE COUNTY REGISTER	PO-320288	402.48
182607	ORANGE COUNTY TREASURER TAX	PO-323145	4,998.93
182608	ORIENTAL TRADING CO	PO-321988	102.19
		PO-322104	237.33
		PO-322410	38.99
182609	P A THOMPSON ENGR CO	PV-132592	276.02
182610	PLAYPOWER LT FAMINGTON INC.	PO-321819	8,214.03
182611	PREMIERE WATER SERVICES	PO-320508	2,050.00
182612	RIFTON EQUIPMENT	PO-322411	72.73
182613	SCHOOL SPECIALTY	PO-320500	560.50
182614	SMARDAN SUPPLY COMPANY	PO-320340	507.51
182615	SOUTH COAST ANSWERING SERVICE	PO-320194	159.51
182616	VANGUARD FLOORING INC	PO-321832	4,811.28
182617	VERIZON WIRELESS	PO-322352	6,452.33
182618	WON-DOOR CORPORATION	PO-320272	521.48
182619	ZEE MEDICAL	PO-320591	183.77
182620	BERGMAN DACEY GOLDSMITH	PO-321338	2,205.00
182621	CITY OF SAN CLEMENTE	PO-320308	21,351.29
182622	CITY OF SAN JUAN CAPISTRANO	PO-320307	896.32
182623	CONSOLIDATED ELECT DISTR	PO-320352	6,041.29
182624	CR&R INCORPORATED	PO-320321	15,041.95
182625	PACIFIC PLUMBING COMPANY OF	PO-323093	3,324.00
182626	PACIFIC ROOFING SYSTEMS	PO-322869	1,577.00
182627	SAN DIEGO GAS & ELECTRIC	PO-321103	75,604.90
182628	SANTA MARGARITA WATER	PO-320311	451.07
182629	SO CAL GAS CO	PO-320314	156.39
182630	SO COAST WATER DIST	PO-320312	1,623.48
182631	A Z BUS SALES INC	PO-320567	4,367.67
		PO-320848	5,105.11

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....FEBRUARY 13, 2013

Warrant Number	Name of Payee	Reference Number	Amount
182632	ABSOLUTE COMMUNICATIONS INC	PO-320151	2,199.40
182633	ACETEC SECURITY SYSTEMS	PO-320357	6,435.00
182634	ALISO NIGUEL AUTO CARE	PO-320521	4,776.94
182635	AMS.NET	PO-323135	12,201.88
182636	ANIMAL PEST MANAGEMENT SERVICE	PO-322419	1,225.00
182637	APPLE COMPUTER INC	PO-322854	1,194.82
		PO-322968	726.72
		PO-322971	726.72
		PO-322977	726.72
		PO-322978	726.72
		PO-322979	726.72
182638	B & H PHOTOGRAPHY	PO-323055	107.00
182639	BATTERY SYSTEMS	PO-321716	188.50
182640	BEACH CITIES GLASS	PO-320316	376.94
182641	BETTER BUSINESS RECORDS	PO-320158	109.84
		PO-321453	25.70
182642	BLAIRS TOWING	PO-322329	500.00
182643	BUSWEST	PO-320524	714.65
182644	C D T INC.	PO-321707	1,611.50
182645	CINTAS CORP	PO-320245	60.56
		PO-320319	866.87
182646	CINTAS CORPORATION #640	PO-320527	764.95
182647	CLARK SECURITY PRODUCTS	PO-320320	1,917.71
182648	CLEAN ENERGY	PO-320528	5,783.61
182649	COMPLETE OFFICE OF CA	PO-320697	16.19
		PO-320895	78.36
		PO-321344	131.55
		PO-323074	155.89
182650	COTO CONSTRUCTION	PO-322741	2,664.82
182651	CROWN VALLEY TRANS	PO-321058	3,360.81
182652	DELL MARKETING L P	PO-322285	111.62
		PO-322719	1,514.71
182653	DICK BLICK WEST	PO-322897	174.96
182654	EDUCATIONAL INNOVATIONS	PO-322842	115.59
182655	FOLLETT LIBRARY RESOURCES	PO-322906	205.59
182656	FOLLETT SOFTWARE CO	PO-322896	84.28
182657	FREEWAY AUTO SUPPLY & MACHINE	PO-320539	114.38
182658	FRICITION MATERIALS CO.	PO-320540	1,866.60
182659	GOLDEN RULE BINDERY	PO-323040	1,341.37
		PO-323041	1,517.41
182660	HAAN CRAFTS	PO-321348	375.49
182661	IMAGE 2000	PO-323003	1,139.44
		PO-323067	803.96
182662	IPC USA	PO-320542	49,012.15
182663	IRONMAN	PO-320868	655.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....FEBRUARY 13, 2013

Warrant Number	Name of Payee	Reference Number	Amount
182664	KNORR SYSTEMS INC	PO-320513	15,173.00
182665	LAWNMOWERS ETC	PO-320824	2,474.31
182666	LEARNING RESOURCES	PO-322958	185.59
182667	IRON MOUNTAIN	PO-321288	193.68
182668	BERRY, SCOTT AND/OR JAIME	PO-320819	458.36
182669	BLIND CHILDREN'S LEARNING	PO-320468	2,204.00
		PO-320469	6,312.30
182670	DEVEREUX TEXAS TREATMENT	PO-321622	14,413.73
		PO-322240	12,865.35
182671	GOODWILL INDUSTRIES OF ORANGE	PO-320990	1,875.00
182672	HEAR NOW ABRAMSON AUDIOLOGY	PO-320336	6,778.75
182673	HERITAGE CENTER	PO-320836	10,677.48
182674	KRANTZ, TRICIA	PO-320348	3,236.40
182675	PATTERSON, PAMELA	PO-320213	375.00
182676	PROVIDENCE SPEECH AND	PO-320974	55.00
182677	SPEECH & LANGUAGE DEVEL	PO-320232	4,420.50
		PO-320233	4,599.25
		PO-320234	2,779.25
		PO-320235	3,131.13
		PO-320236	3,038.00
182678	CASBO	PO-323120	295.00
182679	COPPOLA, LUCI	PV-132585	30.51
182680	PETTEY, STEPHANIE	PV-132586	38.51
182681	SALWENDER, JENNIFER	PO-322593	600.00
182682	BESTGEN, MARY	PO-321569	480.00
182683	HOROWITZ, DEBRA L	PO-321969	100.00
182684	STEIN, CHRISTINE	PO-321172	3,024.00
182685	ADAMS, KARA	PV-132587	205.86
182686	BANH, JULIE/NAM	PV-132589	640.69
182687	BATES, GILDA OR MARK	PV-132590	72.77
182688	BAUER, ADAM OR GINA	PV-132591	75.66
182689	BECERRIL, ARTURO OR BLANCA	PV-132593	57.28
182690	BOUCLY, CHRISTOPHER & DAWNIEL	PV-132594	300.03
182691	BROWN, BURTON OR PENELOPE	PV-132595	109.89
182692	DESHAZER, ALEX OR DARCY	PV-132596	124.88
182693	DIXON, KEN OR SHAUNA	PV-132597	320.12
182694	FOLZ, WILLIAM OR JESSICA	PV-132598	109.67
182695	GARCIA, ROSALINA	PV-132588	323.01
182696	HAMBLIN, GARY OR RHONDA	PV-132599	175.82
182697	HAMEED, SHAWN	PV-132600	321.35
182698	HENRY, SAMANTHA	PV-132605	147.85
182699	HOGGATT, ROBERT/VERONICA	PV-132606	103.67
182700	HYLTON, CHRIS OR HERMINIA	PV-132607	161.17
182701	KESHWANI, BOB & JAYSHREE	PV-132608	174.05
182702	MACIBORSKI, MIKE OR STEPHANIE	PV-132609	53.28



Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....FEBRUARY 13, 2013

Warrant Number	Name of Payee	Reference Number	Amount
182703	MARTINEZ, ROBERT OR CHRISTINA	PV-132610	109.89
182704	PETERSEN, DAVID OR LORIE	PV-132611	116.55
182705	QUENGA, JOSEPH OR TRACY	PV-132613	1,325.48
182706	REDING, CLARE & SHAD	PV-132614	268.40
182707	ROTH, JAY &/OR KERI	PV-132612	197.80
182708	SMITH, JAMES OR KIMBER	PV-132615	395.16
182709	STEMPSON, KATHY	PV-132616	589.41
182710	TIERI, GERRY	PV-132617	237.77
182711	AMERICAN LOGISTICS COMPANY LLC	PO-321222	12,523.25
182712	CERTIFIED TRANSPORTATION	PV-132602	673.62
182713	COUNTY OF ORANGE	PO-323227	190.00
182714	CVHS ASB	PO-323001	345.00
182715	DISCOVERING SCIENCE COMPANY	PO-322639	935.00
		PO-323136	2,975.00
		PO-323137	2,975.00
182716	HOT DOGGER TOURS INC.	PV-132601	4,251.00
182717	JFK TRANSPORTATION CO INC	PV-132603	1,083.75
182718	XEROX CORPORATION	PO-320122	856.62
182719	OPPORTUNITY FOR LEARNING	PV-132604	6,419.93
182720	PALI MOUNTAIN INSTITUTE	PO-320144	31,360.00
182721	CAPISTRANO UNIFIED SCHOOL DIST	PO-320116	64,775.24
182722	METROPOLITAN EMPLOYEES	PO-320115	3,714,938.01
		PO-320141	21,135.57
182723	1 DAY PAINT AND BODY	PO-321585	4,327.44
182724	AT&T-CALNET2	PO-321056	2,698.18
182725	MCGRAW HILL COMPANIES	PO-321669	44.96
182726	MISSION AUTO SERVICE	PO-320545	2,855.79
182727	MOBILE COMM REPAIR INC	PO-322904	203.65
182728	MOBILE FLEET WASH	PO-320849	2,717.00
182729	NETWORK HARDWARE RESALE	PO-322787	2,152.00
182730	NEW PIG	PO-320548	792.04
182731	ORANGE COUNTY REGISTER	PO-322037	165.60
182732	ORANGE CTY TANK TESTING	PO-321042	3,795.00
182733	PACIFIC GO NATURAL GAS	PO-320551	459.19
182734	PACWEST AIR FILTER	PO-320393	9,560.31
182735	PEPPER-LOS ANGELES, J W	PO-320050	86.20
182736	PITNEY BOWES/PRESORT SERVICES	PO-320132	122.89
182737	PRUDENTIAL OVERALL SUP	PO-320124	197.16
182738	PUBLIC SURPLUS	PO-323202	119.35
182739	PYRAMID WIRE & CABLE INC.	PO-320180	2,448.55
182740	QUALITY TOWING	PO-321178	222.00
182741	R J COOPER & ASSOC INC	PO-321887	176.71
		PO-322091	344.10
182742	RADIO SHACK	PO-320181	349.93

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....FEBRUARY 13, 2013

Warrant Number	Name of Payee	Reference Number	Amount
182743	RINCON TRUCK PARTS	PO-320575	5,002.80
		PO-322603	521.18
182744	RUSCO INC	PO-320264	1,869.20
182745	SEHI COMPUTER	PO-320360	118.53
182746	SIGNS BY CREATIONS UNLIMITED	PO-320193	25.92
182747	SIMPLEX GRINNELL LP	PO-321584	52.00
		PO-323091	46,298.16
		PO-323106	159.44
182748	SKYLINE PEST CONTROL	PO-320682	660.00
182749	SMARDAN SUPPLY COMPANY	PO-320340	223.36
182750	SMART & FINAL	PO-320371	47.70
		PO-321354	16.74
		PO-321606	207.22
182751	SO COAST DISTRIBUTING CO	PO-320195	154.62
182752	SO COUNTY PROTECTIVE WEAR	PO-320196	335.79
182753	SOUTH COAST FAMILY MEDI CENTER	PO-320033	685.00
182754	SPICERS PAPER CO	PO-322675	5,362.07
182755	STAPLES ADVANTAGE	PO-320065	587.54
		PO-320299	72.17
		PO-320590	118.68
		PO-320651	263.61
		PO-322489	81.55
182756	SUPPLY LINE BUILDING MATERIALS	PO-320202	829.18
182757	TIFCO INDUSTRIES	PO-320577	2,215.93
182758	TRUCPAR CO	PO-320563	1,295.43
182759	TUTTLE-CLICK FORD	PO-320564	156.35
		PO-321283	1,184.78
182760	TWO WAY DIRECT	PO-322304	393.39
182761	UNISOURCE CORP	PO-320055	4,374.22
182762	UNITED RENTALS	PO-320183	254.16
182763	VERNIER SOFTWARE	PO-322366	175.94
		PO-322669	1,264.20
182764	WATERLINES TECHNOLOGIES INC	PO-321070	7,270.03
182765	WAXIE	PO-322474	717.61
182766	ZEP MANUFACTURING CO	PO-320566	893.22
182767	SMART & FINAL	PO-320589	85.69
182768	STAPLES ADVANTAGE	PO-320893	353.46
182769	DIPKO, JEMILETH AND MARK	PO-320217	3,015.00
182770	PATTERSON, PAMELA	PO-320213	1,668.36
182771	ROSSIER PARK ELEMENTARY SCHOOL	PO-323101	4,807.50
182772	SUNBELT STAFFING LLC	PO-323140	4,612.50

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....FEBRUARY 13, 2013

Warrant Number	Name of Payee	Reference Number	Amount
182773	THERAPEUTIC EDUCATION CENTER	PO-321031	3,375.00
		PO-321032	3,375.00
		PO-321033	3,375.00
		PO-321034	2,580.00
		PO-322432	1,800.00
182774	DANNIS WOLIVER KELLEY	PO-321102	210.70
		PO-321980	612.50
182775	HARBOTTLE LAW GROUP	PO-321101	12,840.00
182776	KOCE-TV FOUNDATION	PO-322632	41,019.00
182777	CHURCHFIELD, LYNNE	PV-132621	123.82
182778	ORANGE COUNTY DEPT OF EDUCATIO	PO-322707	225.00
182779	PAPA	PO-323287	80.00
182780	FUSIONSTORM	PO-322780	4,030.00
182781	HERITAGE MUSEUM OF OC	PO-323270	520.20
182782	MISSION SAN JUAN CAPISTRANO	PO-323274	1,143.00
182783	OCEAN INSTITUTE	PO-323271	500.00
		PO-323273	100.00
182784	XEROX CORPORATION	PO-320122	536.19
182785	ACADEMIC THERAPY PUBL	PO-322846	414.86
182786	ACCREDITING COMM F/SCHLS	PO-323228	150.00
182787	APPERSON	PO-323082	507.60
182788	APPLE COMPUTER INC	PO-323068	433.92
		PO-323071	1,784.52
		PO-323073	433.92
		PO-323085	2,579.04
182789	ASCD	PO-323030	106.68
182790	B & H PHOTOGRAPHY	PO-322901	1,887.92
182791	BRINKS INC.	PO-321054	147.49
182792	CAMCOR INC	PO-322531	459.26
		PO-323057	958.25
		PO-323059	528.12
		PO-323062	1,056.24
		PO-323159	612.29
182793	CAPISTRANO GOLF CARS	PO-320871	1,112.13
		PO-320872	2,420.18
182794	CAROLINA BIOLOGICAL SUPPLY CO	PO-322525	118.13
182795	CINTAS	PO-321059	43.72
		PO-323223	114.35
182796	CINTAS FIRST AID & SAFETY	PO-320246	205.77
182797	COAST RECREATION	PO-322539	533.63
182798	DENAULT'S HARDWARE	PO-320162	146.33
		PO-320531	47.58
182799	DISCOUNT OFFICE ITEMS	PO-323021	339.34
182800	ENET COMPONENTS INC	PO-323292	1,311.27
182801	FASTFRAME # 145	PO-323217	197.71

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....FEBRUARY 13, 2013

Warrant Number	Name of Payee	Reference Number	Amount
182802	FOLLETT EDUCATIONAL SVC	PO-322877	398.09
		PO-322883	35.65
		PO-323007	57.63
182803	INSIGHT SYSTEMS EXCHANGE	PO-322925	383.22
		PO-323017	7,970.13
182804	JOHNSTONE SUPPLY	PO-322735	10,504.29
182805	JOSTENS	PO-323096	23.48
182806	ADMINSTRATIVE SOFTWARE	PO-320103	1,194.60
182807	BLACKBOARD CONNECT	PO-323286	1,000.00
182808	COMMUNITY PLAYTHINGS	PO-322984	319.68
182809	AFROUZEH, GOLY	PV-132626	16.65
182810	BRADLEY, JUDITH S	PV-132627	38.30
182811	BYRON, MEREDITH	PV-132628	7.77
182812	CARLISLE, TERESA	PV-132629	14.43
182813	COPPAGE, CARRI	PV-132630	118.77
182814	DELFOSSSE, MICHAEL	PV-132631	60.50
182815	DIXON, AURORA	PV-132632	89.36
182816	DUENAS, EMELIA	PV-132633	6.66
182817	GOMEZ, LYDIA	PV-132634	68.81
182818	GUARINO, JODY	PV-132635	72.15
182819	HALL, SHELLEY A.	PV-132636	14.43
182820	HANRATTY-RAJA, JENNIPHER	PV-132637	16.10
182821	HARRISON, EVA	PV-132638	75.48
182822	HIGHTOWER, SHERI	PV-132639	148.74
182823	KIMINAS, ANTHONY	PV-132640	168.17
182824	LACHEMANN, DINA	PV-132641	63.27
182825	MCCORMICK, LENORE	PV-132642	25.99
182826	MEISSNER, ANDREA	PV-132644	259.74
182827	MORRIS, LINDSEY	PV-132643	62.72
182828	OLMSTEAD, CATHI	PV-132645	15.54
182829	PATERSON, ELIZABETH	PV-132646	75.48
182830	SELECMAN, LANA	PV-132647	55.50
182831	SHUMATE, DAGMAR	PV-132648	193.14
182832	SIELING, TARA	PV-132649	115.44
182833	STRONG, KARYN	PV-132650	169.83
182834	TALILI, MAILUMAI	PV-132651	108.23
182835	WHITE, BRANDI	PV-132652	116.55

809 Warrants \$8,341,947.69



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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
A&R Wholesale Distributors, Inc.	Bid No. 1011-14 Grocery Products	5/9/2011
A&R Wholesale Distributors, Inc.	Bid No. 1011-13 Snack and Beverage Products	5/9/2011
Above All Names Construction Services, Incorporated	Bid No. 1112-11, Concrete Maintenance & Repair	10/26/2011
American Logistics Co., LLC	Bid No. 1112-04 - Outsource Transportation Service	7/27/2011
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service	4/13/2010
AMS.NET Inc.	Western State Contracting Alliance (WSCA) WSCA 7-08-70-13, CA Participating Addendum AR-233 Cisco Networking Communications and Maintenance	11/9/2010
AMS.NET Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair	5/25/2011
AMS.NET Inc.	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
Architectural Roofing Systems dba Pacific Roofing Systems	Bid No. 1011-10, Roofing Repairs and Maintenance	3/8/2011
Atkinson, Andelson, Loya, Rudd & Romo	RFQ No. 10-0809 General Legal Services	12/15/2009
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 Goldsmith	RFQ No. 10-0809 General Legal Services	12/15/2009
Bowie, Arneson, Wiles, and	RFQ No. 10-0809 General Legal Services	12/15/2009
CA Track & Engineering	CMAS 4-09-78-0048A - Advanced Polymer Playground Surface Rubberized Sport Surface, Synthetic Track	9/12/2011
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) Contract No. 7-08-70-13 Cisco Networking Communications and Maintenance	11/9/2010
CDWG	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
Certified Transportation Serivces,	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Cintas Corporation	RFP No. 3-1011, Uniform Service	12/7/2010

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Collins & Aikman Floorcovering, Inc. C&A/Tandus	Santa Monica-Malibu Unified School District Bid No. 9.10 Flooring Material Districtwide	5/14/2012
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
Dell Computer (Dell Marketing LP)	State of Minnesota, Department of Administration, Natonal Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27160 awarded to Dell Marketing L.P., California Participating addendum, Computer Equipment, peripherals, and	6/27/2012
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
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-12-70-2070E, General Services Administration Schedule No. GS-35F-0563U, Resale of Cisco Products and Cisco Branded Service	1/23/2013
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
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	1/9/2012

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Fusionstorm	Californai Multiple Award Schedule Contract No. 3-10-70-2039d, Cisco Auto Distribution, Internet Encryption and Firewall, LanWan Wireless Network, Network Component	10/12/2010
Fusionstorm	State of Minnesota, Department of Administration, Natonal Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services.	3/28/2012
Gilbert & Stearns, Inc.	Bid No. 1011-02 Electrical Service	6/29/2010
Gold Star Foods	Bid No. 1011-05 Frozen Food Products	3/10/2008
Gold Star Foods	Bid No. 1011-14 Grocery Products	5/9/2011
Gold Star Foods	Bid No. 1112-03 Bakery Products	6/29/2011
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
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
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
Insight Systems Exchange	Bid No. 1112-15 Refurbished Computer Equipment	10/24/2012
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
Johnstone Supply	County of Orange Contract No. MA-080-1701016 - Air Conditioning, Refrigeration Equipment, Parts & Supplies	8/24/2011
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
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
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. 2-1213, E-Rate Consultant	6/27/2012



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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Office & Ergonomic Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Newport-Mesa Unified School District Bid No. 109-12 Office & School Supplies and Equipment	7/9/12
Office Depot	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
P&R Paper Supply Co.	Bid No. 1213-03 Paper and Plastic Products for Food and Nutrition Services	7/25/2012
Pacific Coast Sightseeing Tours & Charters	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 1213-01 - Plumbing Services	5/23/2012
Pacwest Air Filter	Palo Verde Unified School District Bid No. 111201, HVAC Filters and Installation	6/27/2012
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
Pritchard Supply, Inc. dba Johnstone Supply	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Reliance Communications	RFQ 3-1213 Mass Communications System	7/25/2012
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
Safeco Insurance Co. of America, Liberty Mutual Insurance Company	Bid No. 1011-11, CVHS Theater	10/8/2012
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
SectorPoint, Inc.	CMAS Contract No. 4-11-03-0492A GSA Schedule No. GS-07F-0509W Non Information Technology Goods, Civic Permits Software	8.20.12
SHI International Corp.	Wasco Union Elementary School District RFP Project No. 059-12M.1 Microsoft Products	11/14/2012
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
Tel-Tec Security System	CMAS 4-11-84-0037A - Security Systems	9/12/2011
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

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
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
Vending +Plus	RFP No. 4-1213, Snack & Beverage Vending Services	8/20/2012
Virco	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Ward's Media Tech	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Waterline Technologies, Inc.	LAUSD Bid No. IFB C-1030, Swimming Pool Chemicals	3/28/2012
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	San Diego Unified School District Bid No. GD-13-0006-64, Custodial and Janitorial Products	1/23/2013
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



**VENDOR PAYMENTS OVER 250K AS OF 01/25/13****2012-13**

112650 A & R WHOLESALE DISTRIBUTORS	340,607.64
112173 ASCIP	1,739,187.00
118161 CAPISTRANO CONNECTIONS ACADEMY	4,716,325.05
130027 CAPISTRANO UNIFIED	1,897,343.94
120141 CAPISTRANO UNIFIED SCHOOL DIST	1,778,104.31
146265 COMMUNITY ROOTS	501,663.00
142967 CORVEL CORPORATION	951,768.36
122828 CORVEL ENTERPRISE COMP INC	905,553.36
146266 COUNTY OF ORANGE	444,934.32
112600 COX COMMUNICATIONS	281,134.89
100058 CUSD	3,000,000.00
114146 GOLD STAR FOODS INC	869,811.63
130047 HOLLANDIA DAIRY INC.	309,373.08
144880 IPC USA	535,816.60
15873 JOURNEY CHARTER SCHOOL	779,325.00
145542 KEY GOVERNMENT FINANCE INC	304,142.95
120832 METROPOLITAN EMPLOYEES	29,167,044.87
100369 OCEANVIEW SCHOOL	259,148.00
113144 OPPORTUNITY FOR LEARNING	668,716.89
066570 ORANGE COUNTY DEPT OF EDUC	3,227,930.71
146264 OXFORD ACADEMY	1,858,805.00
078255 SAN DIEGO GAS & ELECTRIC	3,255,579.49
081031 SCOTT FORESMAN	479,850.40
122718 SOUTHERN CALIFORNIA EDISON	973,004.45
147457 UNION BANK- ACCT# 6745034800	2,433,427.94
102879 US BANK	1,567,864.09
099210 XEROX CORPORATION	1,216,755.23



<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
Adult Transition Program	\$1,862.85	Instructional Materials	Adult Transition Program
Tustin Lexus	\$200.00	Instructional Supplies	Aliso Niguel High School
Bathgate Elementary School PTA	\$1,040.00	Walk Through Field Trip	Bathgate Elementary School
Bathgate Elementary School PTA	\$5,800.00	Accelerated Reader Program	Bathgate Elementary School
Kroger	\$49.32	Instructional Supplies	Bathgate Elementary School
Bergeson Elementary School	\$1,945.00	Meet the Masters	Bergeson Elementary School
Labels for Education - Campbell Soup Company		16 GB iPad with Wi-Fi	Bernice Ayers Middle School
PG&E Corp	\$315.00	Instructional Supplies	Concordia Elementary School
Del Obispo PTA	\$80.22	Music Program	CUSD Foundation
Ralphs Grocery Company/Kroger	\$436.40	Instructional Supplies	Del Obispo Elementary School
Laguna Niguel Woman's Club	\$350.00	Instructional Supplies	Hidden Hills Elementary
Hidden Hills PTA	\$330.00	Field Trip Transportation	Hidden Hills Elementary
Mr. & Mrs. Randy Mroczynski	\$125.00	Instructional Supplies	Hidden Hills Learning Link
United Way Silicon Valley	\$40.00	Instructional Supplies	Ladera Ranch Elementary School
BP Fabric of America Fund	\$300.00	Instructional Supplies	Ladera Ranch Elementary School
Ladera Ranch Middle School PTA	\$1,425.00	Instructional Materials	Ladera Ranch Middle School
Ladera Ranch Middle School PTA	\$3,209.61	Schoolloop Renewal	Ladera Ranch Middle School
Chick-Fil-A	\$228.70	Instructional Materials	Ladera Ranch Middle School
Coca-Cola Refreshments	\$15.62	Instructional Supplies	Laguna Niguel Elementary School
Ali Ehsani	\$100.00	Instructional Supplies	Laguna Niguel Elementary School
Simonson Photography	\$500.00	Instructional Supplies	Laguna Niguel Elementary School
Las Flores Elementary School PTA	\$4,750.00	Technology Equipment	Las Flores Elementary School
Moulton PTA	\$330.00	Field Trip Transportation	Moulton Elementary School
Moulton PTA	\$3,151.00	Riley's Farm Field Trip	Moulton Elementary School
City of Laguna Niguel	\$2,500.00	After School Music Program	Niguel Hills Middle School
Box Tops for Education	\$179.30	Instructional Supplies	Palisades Elementary School
Box Tops for Education	\$504.90	Instructional Supplies	Philip Reilly Elementary School
RH Dana Elementary PTA	\$1,000.00	Catalina Island Field Trip	RH Dana Elementary School
Box Tops for Education	\$343.10	Instructional Supplies	RH Dana Elementary School
RH Dana Elementary PTA	\$1,000.00	Ocean Institute Field Trip	RH Dana Elementary School
RH Dana Elementary PTA	\$275.00	Ocean Institute Field Trip	RH Dana Elementary School
RH Dana Elementary PTA	\$2,156.00	Catalina Island Field Trip	RH Dana Elementary School
Nancy Pratt		(1) Adjustable Ladder, (1) 3-door Filing Cabinet	San Clemente High School
Lina G. Perez		Health Office Supplies	San Juan Elementary School
Wells Fargo Foundation Education Program	\$140.00	Intervention	Tijeras Creek Elementary School
Abbott Laboratories Employee Giving Campaign	\$40.00	Instructional Supplies	Vista del Mar Elementary School
<b>Total</b>	<b>\$34,722.02</b>		



**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	1213174	3	PTA	The Imagination Machine	Provides Educational Assemblies to Enhance Student's Creativity and Writing Skills	2/14/13-2/13/14	\$ 10,000.00
PSA	1213176	3	Special Ed	Nathan H. Hunter PhD.	Provide Psychoeducational Assessments of CUSD Students as Requested by District	2/14/13-2/13/14	\$ 6,500.00
<b>AMENDMENTS</b>							
ICA	1213163	5	Developer Fees	Overland Pacific & Cutler, Inc.	Proposal to Provide Real Estate Appraisal Services	1/15/12-1/14/13	\$ 2,625.00
ICA	1213167	3	Gift	Segerstrom Center for the Arts	Provide Arts Assemblies for CUSD Students	1/08/12-1/07/14	\$ 610.00
ICA	1213038	2	General	T. Davis & Associates, Inc.	Investigative and Security Services	7/01/12-6/30/13	\$ 72,540.00

Total \$ 92,275.00

ICA - Independent Contractor Agreement

PSA - Professional Services Agreement

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 2-14-13, 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").

**THE IMAGINATION MACHINE**

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 "Contracted 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 \$10,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 2/14/13-2/13/14 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.

General Conditions       Special Conditions       Required Documents and Certification  Purchase Order(s)

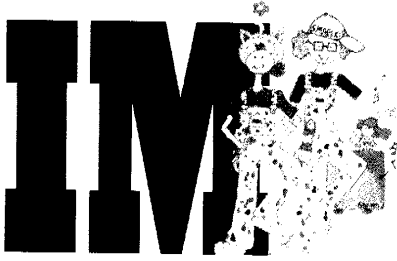
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**DISTRICT**

**CONTRACTOR**

By: \_\_\_\_\_  
Name: Terry Fluent  
Title: Director, Purchasing  
Board Approval Date: \_\_\_\_\_

Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Email Address: \_\_\_\_\_



Jan 28, 2013

To: Donna Antifae, Capo USD

From: Jenny McGlinchey, Business Admin Mgr. – The Imagination Machine

Subject - Fees

Hi Donna –

Fees for The Imagination Machine assemblies are as follows:

1 performance - \$675

Ea Add'l show - \$350

(Performances occurring at one site on the same day.)

If there is a break of an hour, or more, between the end of one performance, and the beginning of the next, there will be an additional, prorated \$50/hour fee. (i.e. 1 hr = \$50, 1.5 hrs = \$75, 2 hrs = \$100. Expect performances to run approx 45 min from scheduled start time.)

Travel fees range from \$50-75, depending on the specific school location, and anticipated travel time involved.

In the case of Crown Valley, they have requested two performances. Their performance fees are \$1,025, plus a \$60 travel fee.

Total = \$1,085

Please call or email with any questions.

Jenny McGlinchey  
Business Admin Mgr  
The Imagination Machine  
714-771-2499  
[office@theimaginationmachine.com](mailto:office@theimaginationmachine.com)



**PROFESSIONAL SERVICES AGREEMENT**

This Agreement for Professional Services ("**Agreement**") is effective as of 2/14/13 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").

**NATHAN H. HUNTER, PHD**

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 \$6,500.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 2/14/13-2/13/14 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.

General Conditions       Special Conditions       Required Documents and Certifications       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 \_\_\_\_\_



**NATHAN H. HUNTER, PH.D.**  
Clinical Psychology

23832 Rockfield Blvd. Suite 150  
Lake Forest, California 92630

California License PSY15163  
Arizona License 3078

**PSYCHOLOGICAL AND PSYCHOEDUCATIONAL ASSESSMENT RATE SHEET**

Fees for psychological and psychoeducational assessment are charged on a per hour basis, \$165.00 per work hour. Billable time includes activities such as, but not limited to, interviews, telephone consultations, review of records, time devoted to testing, scoring and interpretation of tests, report writing, meetings to discuss results and recommendations, and any transportation to/from the testing/meeting site if the site is other than my office. Billing increments of 15 minutes are prorated from the hourly fee for periods less than one hour.

Assessments can vary widely in overall cost depending on the comprehensiveness of the assessment requested, the compliance of the testing subject, the communication efficiency of collateral informants, the relative degree of order/organization of records provided, and transportation time, among other factors.

In the event my services are secured as an expert witness in legal proceedings the fee per hour for my services is \$265.00 per hour, billed at the same 15 minute increments. This fee applies to services including, but not limited to, testifying in depositions, court appearances, due process hearings, mediations, and consultations about these proceedings. This fee is charged for the time spent at the site of the proceeding, or consultations, including wait time. Transportation to the site is charged at \$165.00 per hour.

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 completion of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

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

**AMENDMENT TO MASTER CONTRACT AGREEMENT  
NO. ICA 1213163**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**OVERLAND PACIFIC & CUTLER, INC.**

Independent Contractor Agreement No. ICA 1213163 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent Contractor Agreement No. ICA 1213163 shall be amended to \$7,875 for additional services requested by the District as shown in Exhibit A to this amendment.

Except as set forth in this Amendment, and Board approved on November 14, 2012, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**Overland Pacific & Cutler, Inc.**

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

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

Signature

Signature

Terry Fluent \_\_\_\_\_

\_\_\_\_\_

Print Name

Director, Purchasing \_\_\_\_\_

\_\_\_\_\_

Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_







EXHIBIT A

99 South Lake Avenue, Suite 201  
Pasadena, CA 91101  
626-408-6740 ph | 626-796-7647 fax

January 22, 2013

Mr. John G. Forney  
Executive Director, Facilities  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675  
Direct (949)234-9543 Fax (949) 248-9563  
[jgforney@capousd.org](mailto:jgforney@capousd.org)

RE: Proposal for Additional Appraisal Services  
Fair Market Value – Hypothetical assuming high density residential zoning  
2 Liberty, Aliso Viejo, CA 92656  
4.038 gross acres vacant land

Dear Mr. Forney:

At your request we are pleased to submit this proposal to provide a fair market value estimate for the property referenced above assuming it is zoned high density residential. We will complete this appraisal in the next two weeks for a fee not to exceed \$2,625. We will maintain records of our time and will bill at the following rates: \$75 for clerical support, \$175 for appraisal assistance and \$400 for the principal appraiser. The fee could be less than \$2,625 but in no event will it be more.

We will be providing a separate appraisal report from the one previously submitted, this will allow the District to review each valuation separately.

Thank you for the opportunity to be considered for this assignment.

Respectfully submitted,  
**Overland Pacific & Cutler, Inc.**

A handwritten signature in black ink that reads "D. Michael Mason".

---

D. Michael Mason, MAI  
Managing Director  
Direct Telephone: 626-408-6741  
Cell: 626-523-6989  
Facsimile: 626-796-7647  
E-Mail: [mMason@opcservices.com](mailto:mMason@opcservices.com)



**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of 11/15/12, 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").

**OVERLAND PACIFIC & CUTLER, 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 "Contracted 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 \$5,250.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 11/15/12-11/14/13 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.

General Conditions     Special Conditions     Required Documents and Certification  Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**DISTRICT**

By: Terry Fluent  
Name: Terry Fluent  
Title: Director, Purchasing  
Board Approval Date: 11/14/12

**CONTRACTOR**

Signature: Brian Everett  
Name: BRIAN EVERETT  
Title: PRESIDENT  
Address: 3750 SCRABBLE AVE. #150  
LONG BEACH, CA 90808  
Email Address: BEVERETT@OPCSERVICES.COM  
EIN/SSN: 95-3559948

**GENERAL CONDITIONS**

District and Contractor acknowledge, and agree to be bound by, the provisions set forth below:

1. **Engagement of Services** District hereby engages the services of Contractor in accordance with the terms set forth in the Agreement and these additional provisions. Contractor agrees to exercise the highest degree of professionalism, and to utilize Contractor's expertise and creative talents in completing such services. Contractor agrees that it will act in a manner it believes to be in the best interest of the District rather than any third party. Contractor agrees that it shall perform its services in a timely manner. Contractor agrees to provide Contractor's own equipment, tools and other materials at Contractor's own expense. District will make its facilities and equipment available to Contractor when necessary. Contractor may not assign, subcontract or otherwise delegate Contractor's obligations under the Agreement without District's prior written consent.
2. **Invoicing** For hourly services, Contractor shall submit invoices to District on a monthly basis. For services performed pursuant to an agreed fixed fee, Contractor shall submit invoices to District upon the completion of the services or as otherwise identified in the agreed fixed fee.
3. **Expenses** Contractor shall be responsible for all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing.
4. **Independent Contractor** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all 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. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
5. **Originality of Services** Contractor 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 Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as basis for such services.
6. **Copyright/Trademark/Patent** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
7. **Termination** District may terminate the Agreement at its convenience and without any breach by Contractor upon ten (10) days' prior written notice to Contractor. District may also terminate the Agreement immediately in its sole discretion for cause or upon Contractor's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude; (b) negligence in the performance of duties under the Agreement, and (c) constant refusal to perform reasonable and lawful duties assigned under the Agreement. Contractor may terminate the Agreement at any time upon fifteen (15) days' prior written notice to District. Contractor and District each agree to sign any documents reasonably necessary to complete Contractor's discharge or withdrawal. Upon termination of the Agreement for any reason, Contractor's fees will be prorated based on the work actually completed at the time of termination for work which is then in progress, to and including the effective date of such termination. Unless other terms are set forth in the Agreement, District will reimburse Contractor for previously approved expenses in compliance with the policies of the District.

8. Return of District Property Upon termination of the Agreement or earlier as requested by District, Contractor will deliver to District any and all District Property including but not limited to District provided information, intellectual property, and equipment of District. Contractor further agrees that any property situated on District's premises and owned by District, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time with or without notice.
9. Hold Harmless Contractor 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 Contractor or its subcontractors, whether authorized by this Agreement or not. Contractor 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.
10. Insurance Pursuant to Section 9, Contractor agrees to carry 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 Contractor and District against liability or claims of liability, which may arise out of the Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the actual start date, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents and employees as additional insured's by separate endorsement under said policy.
11. Assignment The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
12. Notices All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to the Agreement at the addresses given in the Agreement.
13. Compliance with Applicable Laws The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
14. Permits/Licenses Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
15. Employment with Public Agency Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and 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 Contractor 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 person.
18. Non-waiver The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. 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.
20. 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, court costs, and attorneys' fees.
21. Governing Law The laws of the State of California shall govern the terms and conditions of this Agreement with venue in Orange County, California.
22. Mandatory Claims Process

If the District or the Consultant has a claim regarding this Agreement, this Mandatory Claims Process is the exclusive method for determining and resolving such claims.

A. Initial Review and Evaluation of a Claim

Within ten (10) business days of a party to the Agreement suffering a loss, that party shall advise the other party of the loss in writing by sending written notice to the signatory on this Agreement for the other party. Within ten (10) business days of from the date of receipt of such written notice, the signatories to this Agreement shall meet and discuss and resolve the claim. A resolution reached at the Initial Review and Evaluation Meeting shall be reduced to writing and become an amendment to this Agreement upon approval by the District's Governing Board.

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph 22 C.

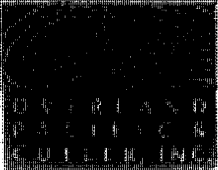
C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or no mediation occurring, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrator; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contact that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 22 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

**REQUIRED DOCUMENTS AND CERTIFICATIONS**

**\*All checked items must be provided.**

<b>Certificates of Insurance</b>
<ul style="list-style-type: none"> <li>✓ Commercial General Liability Insurance – Additional Insured Endorsement Option 1: form CG 20 10 11 85 or Option 2: Choose either Form CG 20 10 07 04 <u>or</u> Form CG 20 33 07 04 Either form <b>must be accompanied</b> by Form CG 20 37 07 04</li> <li>✓ Business Auto Liability Insurance</li> <li>✓ Errors &amp; Omissions/Malpractice (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District.</li> </ul> <p style="text-align: center;">Refer to Article 12. INSURANCE REQUIREMENTS</p>
<ul style="list-style-type: none"> <li>✓ Certification by Contractor Criminal Records Check</li> </ul>
<ul style="list-style-type: none"> <li>✓ W-9</li> </ul>
<ul style="list-style-type: none"> <li>✓ Conflict of Interest Form</li> </ul>



3750 Schauffele Avenue, Suite 160  
Long Beach, CA 90806  
562.304.2000 ph | 562.304.2000 fax

**EXHIBIT A**

August 24, 2012

Capistrano Unified School District  
c/o Bowle Arneson Wiles & Giannone  
4920 Campus Drive  
Newport Beach, CA 92660  
Telephone: 949-851-1300  
E-mail: jhoskinson@bawg.com

RE: Proposal for Appraisal Services  
4.038-acres of vacant land  
Liberty, S/o Aliso Viejo Parkway  
Aliso Viejo, CA 92656  
Assessor Parcel No. 632-133-05

Dear School District Board:

Below please find the terms and conditions for the appraisal of the subject property:

**CONTRACT SPECIFICATIONS**

<b>Intended Use:</b>	To establish the fair market value for internal decision making purposes of the Capistrano Unified School District
<b>Client / Intended Users:</b>	Client: Capistrano Unified School District (District) All payment and other obligations owed by the client under this contract will be paid by the client.  Other Intended Users: None.
<b>Rights Appraised:</b>	Fee simple estate.
<b>Premise / Date of Value:</b>	"As Is" of the land only on the date of our inspection (current).
<b>Scope:</b>	Overland, Pacific & Cutler, Inc. (OPC Services) will use and properly apply all applicable and appropriate approaches to value. These include the Cost, Sales Comparison and/or Income Capitalization Approach(es). The scope of the analysis will be appropriate in relation to the significance of the appraisal problem. This appraisal will be based on any applicable extraordinary assumptions and limiting conditions pertaining to the situation.
<b>Report Type:</b>	Restricted Use Report Format conforming to the Uniform Standards of Professional Appraisal Practice.
<b>Appraisal Standards:</b>	USPAP and Appraisal Institute Code of Ethics.
<b>Fee:</b>	\$5,250. Any additional work will be billed at the following hourly rates: \$75 for clerical support, \$175 for appraisal assistance and \$400 per hour.
<b>Retainer/Final payment:</b>	No retainer is necessary however the District must deliver a Purchase



Capistrano Unified School District  
Appraisal Proposal  
4,038-acres of Land on Liberty, Aliso Viejo  
Page 2

Order for the full amount of the fee before the appraisal report can be delivered. The check should be made payable to OPC Services. The taxpayer identification number is 95-3559948.

**Delivery Date:** OPC Services will deliver the appraisal reports to the Client within three (3) to four (4) weeks after the Start Date.

**Start Date:** Upon receipt of the signed agreement.

**Expenses:** Fee includes all expenses

**Report Copies:** 3 color copies & PDF copy.

**Items Needed to Complete the Assignment:** Attached to this proposal is a list of known items desired to complete the assignment. Completion of the assignment in the time period stated can be dependent upon receipt of these materials in a timely fashion. We realize these may not be available.

**Acceptance Date:** This contract is subject to withdrawal and/or the delivery date is subject to modification if the Start Date is not within five (5) business days of the date of this letter.

**Attachments:** There are two attachments to this proposal. The first outlines the terms and conditions of this agreement. The second is a list of typical assumptions and limiting conditions that generally appear in all appraisal reports. Some of the items in this list may not pertain to the appraisal of the subject property.

If this proposal is acceptable please sign and date a copy of this letter and return it to us, along with the requested items, so we can get started right away. Thank you for the opportunity to be considered for this assignment.

Respectfully submitted,  
Overland Pacific & Cutler, Inc.



D. Michael Mason, MAI  
Principal Appraiser  
Direct Telephone: 562-304-2024  
Facsimile: 562-304-2020  
E-Mail: [mMason@opcsewrvices.com](mailto:mMason@opcsewrvices.com)

AGREED & ACCEPTED

Signature: \_\_\_\_\_ For: Client

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Title: \_\_\_\_\_

E-mail address: \_\_\_\_\_ Fax No.: \_\_\_\_\_



#### TERMS & CONDITIONS

1. These Terms and Conditions, between OPC Services (Appraiser) and the Client for whom the referenced appraisal service will be performed, shall be deemed a part of such Agreement as though set forth in full therein. The Agreement shall be governed by the laws of the state which is the Appraiser's principal place of business.
2. If OPC Services is requested to provide additional services such as presentations, other investigations, appraisal review work, expert witness testimony, etc., an additional fee will be charged on an hourly basis at the following rates: \$75 for clerical support, \$175 for appraisal assistance and \$400 for the principal appraiser. The hourly billings pertain to all time expended, and in the case of expert witness testimony time for preparation, waiting and travel time, document review and preparation (excludes appraisal report) and all meetings related to testimony will be billed at these rates.
3. It is understood that the Client has the right to cancel this assignment at any time prior to delivery of the completed report. In such event, the Client is obligated only for the pro-rated share of the fee based upon the work completed and expenses incurred.
4. Additional copies of the appraisal reports after initial delivery per the contract will cost \$150 per additional original color copy and \$50 per photocopy (black and white).
5. In the event Client fails to make payments when due and payable, then from the date due and payable until paid the amount due and payable, shall bear interest at the maximum rate permitted in the state in which the appraiser is located. If Appraiser is required to institute legal action against Client relating to the Agreement, Appraiser shall be entitled to recover reasonable attorney's fees and costs from Client.
6. Appraiser assumes that there are no items that would require the expertise of a professional building contractor, engineer, surveyor, land planner, professional cost estimator, attorney, etc. If such items need to be considered in Appraiser's studies, such services are to be provided by others at a cost which is not a part of the fee proposal. The client must approve, in advance and in writing, the use of other professionals.
7. In the event of any dispute between Client and Appraiser relating to this Agreement, or Appraiser's or Client's performance hereunder, Appraiser and Client agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the state where the office of Appraiser executing this Agreement is located. The arbitrator(s) shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar type damages. The prevailing party in the arbitration proceeding shall be entitled to recover from the losing party its expenses, including the costs of arbitration proceeding and reasonable attorney's fees.
8. Client acknowledges that Appraiser is being retained as an independent contractor to perform the services described herein and nothing in this Agreement shall be deemed to create any other relationship between Client and Appraiser. This assignment shall be deemed concluded and the services hereunder completed upon delivery to Client of the report discussed herein.
9. All statements of fact in the report which are used as the basis of the Appraiser's analyses, opinions, and conclusions will be true and correct to the best of the Appraiser's knowledge and belief. The Appraiser may rely upon the accuracy of information and material furnished to Appraiser by Client.
10. Appraiser shall have no responsibility for legal matters, questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The report will not constitute a survey of the property analyzed.
11. The data gathered in the course of the Assignment (except data furnished by Client) and the report prepared pursuant to the Agreement are, and will remain, the property of Appraiser. With respect to data provided by Client, Appraiser shall not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to Appraiser. Notwithstanding the foregoing, Appraiser is authorized by Client to disclose all or any portion of the report and the related data to appropriate representatives of the Appraisal Institute



if such disclosure is required to enable Appraiser to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.

12. Unless specifically noted in the appraisal, Appraiser will not take into consideration the possibility of the existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (hazardous material), or the cost of encapsulation or removal thereof.
13. Client shall not indemnify Appraiser or hold Appraiser harmless, unless and only to the extent, that the Client misrepresents, distorts, or provides incomplete or inaccurate appraisal results to others, which acts of the Client approximately result in damage to Appraiser. Client shall indemnify and hold Appraiser harmless from any claims, expenses, judgments or other items or costs arising as a result of the Client's failure or the failure of any of the Client's agents to provide a complete copy of the appraisal report to any third party. In the event of any litigation between the parties, the prevailing party to such litigation shall be entitled to recover, from the other, reasonable attorney fees and costs.
14. The report is for the sole use of the client; however, client may provide final copies of the appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with loan underwriting or securitization efforts. Appraiser is not required to explain as to appraisal results other than to respond to the client for routine and customary questions. Please note that our consent to allow an appraisal report prepared by OPC Services or portions of such report, to become part of or be referenced in any public offering, the granting of such consent will be at our sole discretion and, if given, will be on condition that we will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to us, by a party satisfactory to us. We do consent to your submission of the reports to rating agencies, loan participants or your auditors in its entirety (but not component parts) without the need to provide us with an Indemnification Agreement and/or Non-Reliance letter.
15. Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement with, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).
16. Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the client, intended users, intended use, the date of value, type of value or property appraised cannot be changed without a new Agreement.
17. Nothing in this Agreement shall create a contractual relationship between the Appraiser or the Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.
18. Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.
19. During the course of this engagement it is highly likely we will discover conflicting information. In this event OPC Services will utilize factual information and data considered to be the most authoritative and for critical information will document the source. Information and data referred to may include, but not be limited to, legal descriptions; physical street addresses; assessor parcel numbers; property history; dimensions and areas of the site/land; dimensions and areas of the building improvements; physical unit counts; rent rolls; leases; lease abstracts; income and expense data; and any other related data. Any material discrepancy and/or error in any of the above data could have a substantial impact on the conclusions reported, and therefore OPC Services reserves the right to amend conclusions reported if made aware of any such discrepancy and/or error.



**Requested Materials:** Following is a list of requested materials considered necessary in completing the assignment. Time is of the essence to complete the assignment by the stated delivery date. The requested materials are required to be provided within 5 days of the execution of this agreement to assure on time delivery. Any delays in receiving the requested materials may result in a delayed delivery date.

Current Real Property Tax Bill	Building Elevations
Title Report	Building Sections
✓ ALTA Land Survey	Floor Plans
Site Plan	Building Area Reports
✓ Geotech Reports	✓ Developer Cost Estimate
✓ Environmental Site Assessment(s)	Property manager & leasing brochure
✓ Seismic Report	Current Rent Roll
Wetland/Sensitive Area Studies	✓ Property Contact for inspection
Building Structural Reports	Leases/Lease Abstracts
✓ Current sale information	Reimbursement Reconciliations
✓ Purchase and Sale Agreement	Historic Operating Statements (2 years)
✓ Offers to purchase in prior 3-yrs	Year-to-Date Operating Statement
Building Specifications	Operating Budget/Forecast
Architectural Plans	

### Typical Assumptions and Limiting Conditions

This appraisal has been prepared with the following **general assumptions**, unless otherwise stated and/or noted in the report:

- No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable.
- The property is appraised free and clear of any or all liens or encumbrances.
- Responsible ownership and competent property management are assumed.
- The information furnished by the client, property owner or person designated as a provider of essential materials needed to complete the assignment is assumed to be accurate and correct. No warranty is given for its accuracy.
- All engineering studies are assumed to be correct. Any plats, plots, plans or other illustrative material in this report are included only to help the reader visualize the property.
- It is assumed there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.
- It is assumed the property is in full compliance with all applicable deferral, state, and local environmental regulations and laws.
- It is assumed the property conforms to all applicable zoning and use regulations and restrictions.
- It is assumed all required licenses, certificates of occupancy, consents and other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based.
- It is assumed the use of land and improvements is confined within the boundaries or property lines of the property described and there is no encroachment or trespass.



- The existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, and other potentially hazardous materials on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The intended user is urged to retain an expert in this field, if desired.

This appraisal has been prepared with the following **limiting conditions**:

- Any allocation of the total value estimated in this report between land and improvements applies only under the stated program of utilization. The separate values allocated to land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.
- Possession of this report, or a copy thereof, does not carry with it the right of publication.
- The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.
- Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
- Any opinions of value provided in the report apply to the entire property, and any proration or division of the total into fractional interest will invalidate the opinion of value, unless such proration or division of interests has been set forth in the report.
- The American with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements of ADA. It is possible a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.
- In the event of any claim against OPC Services or its affiliates or their respective officers or employees or the Appraisers in connection with or in any way relating to this Report or this engagement, the maximum damages recoverable shall be limited to the amount of the monies actually collected by OPC Services or its affiliates for this report and under no circumstances shall any claim for consequential damages be made.
- In the event factual information and data provided by the client, property owner or person designated as providing essential information for the assignment differs or is in conflict with similar information obtained from other sources, OPC Services shall utilize factual information and data deemed to be the most authoritative and documented source. Information and data referred to in this paragraph may include without being limited to: legal descriptions; physical street addresses; assessor parcel numbers; property history; dimensions and areas of the site/land; dimensions and areas of the building areas; physical unit counts; rent rolls; leases; lease abstracts; income and expense data; and any other related data. Any material discrepancy and/or error in any of the above data could have a substantial impact on the conclusions reported, and therefore, OPC Services reserves the right to amend conclusions reported if made aware of any such discrepancy and/or error.

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT  
NO. ICA 1213167**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**SEGERSTROM CENTER FOR THE ARTS**

Independent Contractor Agreement No. ICA 1213167 called for services to be rendered at the rates shown in the agreement. This amount may be increased by mutual agreement of both parties by written amendment.

The Independent Contractor Agreement No. ICA 1213167 shall be amended by special conditions as shown in Exhibit A.

Except as set forth in this Amendment, and Board approved on January 7, 2013, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**Segerstrom Center for the Arts**

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

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

Terry Fluent \_\_\_\_\_

\_\_\_\_\_   
Print Name

Director, Purchasing \_\_\_\_\_

\_\_\_\_\_   
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_



EXHIBIT A  
SPECIAL CONDITIONS

Contract ICA 1213167  
Segerstrom Center for the Arts

Delete Section 5. Originality of Services in its entirety.

Delete Section 6. Copyright/Trademark/Patent in its entirety.

Delete Article 9. Hold Harmless, in its entirety, and replace with Article 9 below.

9. Hold Harmless Contractor 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 the negligence or willful misconduct of Contractor or its subcontractors, whether authorized by this Agreement or not. The provisions of this article do not apply to any damage or losses caused by the negligence or willful misconduct of District or any of its agents or employees from which District agrees to similarly defend, indemnify and hold harmless Contractor, its officers, directors, agents, employees and affiliates.

By:

Date: \_\_\_\_\_



**GENERAL CONDITIONS**

District and Contractor acknowledge, and agree to be bound by, the provisions set forth below:

1. **Engagement of Services** District hereby engages the services of Contractor in accordance with the terms set forth in the Agreement and these additional provisions. Contractor agrees to exercise the highest degree of professionalism, and to utilize Contractor's expertise and creative talents in completing such services. Contractor agrees that it will act in a manner it believes to be in the best interest of the District rather than any third party. Contractor agrees that it shall perform its services in a timely manner. Contractor agrees to provide Contractor's own equipment, tools and other materials at Contractor's own expense. District will make its facilities and equipment available to Contractor when necessary. Contractor may not assign, subcontract or otherwise delegate Contractor's obligations under the Agreement without District's prior written consent.
2. **Invoicing** For hourly services, Contractor shall submit invoices to District on a monthly basis. For services performed pursuant to an agreed fixed fee, Contractor shall submit invoices to District upon the completion of the services or as otherwise identified in the agreed fixed fee.
3. **Expenses** Contractor shall be responsible for all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing.
4. **Independent Contractor** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all 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. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
5. **Originality of Services** Contractor 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 Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as basis for such services.
6. **Copyright/Trademark/Patent** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
7. **Termination** District may terminate the Agreement at its convenience and without any breach by Contractor upon ten (10) days' prior written notice to Contractor. District may also terminate the Agreement immediately in its sole discretion for cause or upon Contractor's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude; (b) negligence in the performance of duties under the Agreement, and (c) constant refusal to perform reasonable and lawful duties assigned under the Agreement. Contractor may terminate the Agreement at any time upon fifteen (15) days' prior written notice to District. Contractor and District each agree to sign any documents reasonably necessary to complete Contractor's discharge or withdrawal. Upon termination of the Agreement for any reason, Contractor's fees will be prorated based on the work actually completed at the time of termination for work which is then in progress, to and including the effective date of such termination. Unless other terms are set forth in the Agreement, District will reimburse Contractor for previously approved expenses in compliance with the policies of the District.

8. Return of District Property Upon termination of the Agreement or earlier as requested by District, Contractor will deliver to District any and all District Property including but not limited to District provided information, intellectual property, and equipment of District. Contractor further agrees that any property situated on District's premises and owned by District, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time with or without notice.
9. Hold Harmless Contractor 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 Contractor or its subcontractors, whether authorized by this Agreement or not. Contractor 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.
10. Insurance Pursuant to Section 9, Contractor agrees to carry 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 Contractor and District against liability or claims of liability, which may arise out of the Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the actual start date, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents and employees as additional insured's by separate endorsement under said policy.
11. Assignment The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
12. Notices All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to the Agreement at the addresses given in the Agreement.
13. Compliance with Applicable Laws The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
14. Permits/Licenses Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
15. Employment with Public Agency Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and 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. Non-discrimination Contractor 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 person.
18. Non-waiver The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. 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.
20. 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, court costs, and attorneys' fees.
21. Governing Law The laws of the State of California shall govern the terms and conditions of this Agreement with venue in Orange County, California.
22. Mandatory Claims Process

If the District or the Consultant has a claim regarding this Agreement, this Mandatory Claims Process is the exclusive method for determining and resolving such claims.

A. Initial Review and Evaluation of a Claim

Within ten (10) business days of a party to the Agreement suffering a loss, that party shall advise the other party of the loss in writing by sending written notice to the signatory on this Agreement for the other party. Within ten (10) business days of from the date of receipt of such written notice, the signatories to this Agreement shall meet and discuss and resolve the claim. A resolution reached at the Initial Review and Evaluation Meeting shall be reduced to writing and become an amendment to this Agreement upon approval by the District's Governing Board.

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph 29 C.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or no mediation occurring, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrator; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 29 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.



**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of January 8, 2013, 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").

**SEGERSTROM CENTER FOR THE ARTS**

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 "Contracted 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 \$610.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 1/08/13-1/07/14 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: \_\_\_\_\_  
Name: Terry Fluent  
Title: Director, Purchasing  
Board Approval Date: \_\_\_\_\_

Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Email Address: \_\_\_\_\_  
√/SSN \_\_\_\_\_

December 5, 2012

Bernadette Clark  
Don Juan Avila Elementary School  
26278 Wood Canyon Drive  
Aliso Viejo, CA 92656

Assemblies Workshops Residencies

Dear Bernadette Clark:

I am pleased to confirm your revised reservation for one performance of JACQUE NUNEZ Journeys to the Past on Monday, February 4, 2013 at Don Juan Avila Elementary School. The performance time is 10:15 am. Please read the following and the attached technical requirements, and if it represents your understanding of our agreement, indicate by signing both copies of this letter, keep one copy and return one copy to me. **Due to insurance liability and artist protection, an event will not take place at your site unless this office has received a signed copy of this letter of understanding. There will be no exceptions.** It is also imperative that a certified school employee be present at all times when the artist is in the presence of children for any program that takes place on a school campus.

A cleared, clean performance space must be available for the performance or workshop. The artists can be expected to arrive a minimum of 30 minutes prior to the first performance work. Due to contractual limitations, no video or flash photography is permitted. **Please consult the attached Technical Requirements for additional requirements for this artist.**

Full payment for this presentation is \$610.00 paid by Don Juan Avila Elementary School. A check made payable to **Seegerstrom Center for the Arts** must be mailed to the attention of the Education Department 15 days (no later than January 20) in advance of your reserved date. Please include the enclosed invoice with your payment. Do not give payment to the artist. If your organization has a strict policy of withholding payment until services are rendered, please submit a purchase order to Seegerstrom Center 15 days in advance of your reserved date. Be advised that a \$25.00 rescheduling fee will be applied, should you need to change dates.

Cancellation or change of date notice of at least 7 days is required. Reservations cancelled or rescheduled within 7 days of the event date for any reason other than weather or Force Majeure are subject to 50% of the total performance fee. Reservations cancelled or rescheduled for ANY reason within 48 hours of the event date are subject to the full fee.

The artist may contact you to confirm the performance a few days before the scheduled date.

Thank you for your interest in the Center's Arts Teach. If you have any questions, please feel free to contact me at 714.556.2122, ext. 4310.

Sincerely,

*Krista Ratnaweera*  
Krista Ratnaweera  
Manager, Community Partnerships

AGREED AND ACCEPTED BY:

*[Signature]* *rk* *3 Jan 2013*  
(Signature) (Title) (Date)

Seegerstrom  
Center for the

600 Town Center Drive, Costa Mesa, CA 92626  
(714) 556 2122 ext 4310

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
NO. PSA 1213038**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**T. DAVIS & ASSOCIATES, INC.**

The original Agreement between Capistrano Unified School District and T. Davis & Associates, Inc., called for the consultant to provide unlimited UCP investigations and oversight of volunteer fingerprinting DOJ results process. The District has requested additional services consisting of consulting and coaching/mentoring CUSD employees. The additional services are on an as needed basis, at a daily rate of \$510, not to exceed 12 days a month, through June 30, 2013 as shown in Exhibit A to this Amendment.

Total services under this contract shall not exceed \$ 72,540.00 annually.

Except as set forth in this Amendment to Agreement, and Board approved on June 11, 2012, all other terms and conditions of the contract remain in full force and effect.

**Capistrano Unified School District**

**T. Davis & Associates, Inc.**

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

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

Terry Fluent \_\_\_\_\_

\_\_\_\_\_   
Print Name

Director, Purchasing \_\_\_\_\_

\_\_\_\_\_   
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**T. DAVIS & ASSOCIATES, INC.**  
PRIVATE INVESTIGATIONS PI 24712

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**February 4, 2013**

Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, California 92675  
Attention: Terry Fluent, Director of Purchasing

RE: Fee Schedule Amendment; T. Davis & Associates, Inc.

Dear Ms. Fluent,

Please note below our proposal to provide additional services to the District.

**FEE SCHEDULE AMENDMENT**

\$45,000 annual retainer for unlimited UCP investigations and oversight of volunteer fingerprinting DOJ results process, payable at a monthly rate of \$3,750.00.

**February 14th, 2013 through June 30, 2013**

Additional – as needed services – consisting of consulting and coaching/ mentoring CUSD employees at the daily rate of \$510.00 not to exceed 12 days a month commencing on the date of approval of this amendment, continuing through June 30, 2013 and billed monthly in addition to the \$3,750.00 rate.

Thank you and Sincerely,

Tom Davis

Chief Investigator, T. Davis & Associates, Inc.

cc: Clark Hampton, Deputy Superintendent, Business Services

cc: Jodee Brentlinger, Assistant Superintendent, Personnel Services

33282 Golden Lantern Street, Suite 112, Dana Point, CA 92629  
Tel 949.310.7645 Fax 949.388.7820 email [nmillerinv@tdavisinv.com](mailto:nmillerinv@tdavisinv.com)



### PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of June 12, 2012 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

#### T. DAVIS & ASSOCIATES, 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 \$45,000.00 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: [Signature]  
Name: Terry Fluent  
Title: Director, Purchasing  
Board Approval Date: 4/11/12

#### CONSULTANT

Signature: [Signature]  
Name: Tom Davis  
Title: Owner / President  
Address: 33252 Garden Lane #112  
Dana Point CA 92629  
Email Address: TDAVIS@COX-NET  
FEIN/SSN 04-3773881



**EXHIBIT A**  
**FEE SCHEDULE**

T. Davis & Associates, Inc.  
33282 Golden Lantern, Suite 112  
Dana Point, CA 92629  
(949) 228-1168  
(949) 388-7820 FAX  
tdavisin@cox.net

\$45,000 annual retainer for unlimited UCP investigations and oversight of volunteer fingerprinting DOJ results process, payable at a monthly rate of \$3,750.00.

July 1, 2012 through June 30, 2013

Signature Tom Davis Date 6-1-12

Typed or Printed Name Tom Davis

Project Name: Capistrano Valley High School Performing Arts Theatre



# AGREEMENT FOR ARCHITECTURAL AND RELATED SERVICES

BETWEEN

Capistrano Unified School District

And

WLC ARCHITECTS, INC.

February 14, 2013

Project Name: Capistrano Valley High School Performing Arts Theatre

**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement, is made and entered into this 14th day of February, 2013, by and between Capistrano Unified School District, (“the District”) and WLC Architects, Inc. (“Consultant”). The District and Consultant may hereafter be referred to as (“Party”) or collectively as (“Parties”).

**RECITALS**

**A.** DISTRICT proposes to complete the construction of the Capistrano Valley High School Performing Arts Theatre (the “Project”) for which Consultant has been serving as the Architect of Record. However, Consultant’s prior contract with the District has and/or will expire and as such the District and the Consultant need to enter a new contract as required by state law so that Consultant can complete the services it was rendering and shall render for the Project. The services as herein described require the services of a duly qualified and licensed Architect to perform all of the services described herein and as required by the Department of State Architect, the California Code of Regulations, and all other laws applicable to the Project;

**B.** Consultant is a firm qualified and willing to provide the services required by District. Consultant is an independent contractor and promises the District to provide services relating to the architectural design, construction, and completion of the Project pursuant to all the terms and conditions hereinafter set forth:

**C.** The District has a Construction Manager working on the Project. Consultant shall cooperate and coordinate with the Construction Manager as if dealing directly with the District; and.

**D.** District does hereby engage Consultant for the Basic Services as defined and described herein and for any Additional Services when authorized in advance in writing by the District’s Authorized Representative in accordance with the provisions hereinafter contained in this Agreement.

NOW, THEREFORE, in consideration of the recitals and mutual benefit to be derived by the Parties, it is hereby agreed:

**1. Scope of Work/Services**

Consultant shall perform all of the services expressly set forth in Exhibit “A” and all services inferred and implied as required to achieve completion of the Project as a whole as well as

Project Name: Capistrano Valley High School Performing Arts Theatre

closeout certification from the Division of State Architect (“Basic Services”/”services”). Exhibit “A” is incorporated herein by reference as if set forth at length hereat. Additional Services shall be those expressly authorized in an amount certain and in writing by the District’s Governing Board in advance of Consultant performing such Additional Services. Please see Exhibit “A” Scope of Services for more details.

## **2. Compensation; Invoicing; and Term**

For the services provided for hereunder, Consultant shall be compensated as set forth in Exhibit “B” hereto which is incorporated herein by this reference as if set forth at length hereat. During the course of performing under this Agreement, Consultant shall submit to the District monthly invoices for work and/or services performed during the preceding month. The invoices shall contain all necessary information to support and back up the request for payment. Upon receipt of a properly submitted and supported payment request, the District shall pay the Consultant within thirty (30) days thereof. Within thirty (30) days of completion of all the Consulting Services provided for hereunder, Consultant shall submit to the District a request for final payment together with all necessary information to support and back up the request for payment. Upon receipt of a properly submitted and supported final payment request, the District shall make final payment to the Consultant within thirty (30) days thereof. All of the foregoing is subject to the right of the District to review and/or audit all requests for payment, including the books and records of the Consultant in connection therewith. This Agreement shall not exceed five (5) years from the date the District’s Governing Board awards it and is limited to the Project for which it is issued.

## **3. Independent Contractor**

A. It is understood and agreed that Consultant (including Consultant’s employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto for any purpose whatsoever. Neither Consultant nor Consultant’s employees or assigned personnel shall be entitled to any benefits payable to employees of the District. The District is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant will be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to defend, indemnify, and hold the District harmless

Project Name: Capistrano Valley High School Performing Arts Theatre

from claims by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, asserting that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement. For the purpose of paragraphs 3 A through 3 D the term "services" shall include both Basic Services and Additional Services as such terms are defined elsewhere in this Agreement, including exhibits.)

- B.** It is further understood and agreed by the Parties hereto that Consultant, in the performance of its obligations hereunder, is subject to the control and direction of the District as to the designation of tasks to be performed and the results to be accomplished by the services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use the District facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the District does not require that Consultant use the District facilities, equipment or support services or work in the District locations in the performance of this Agreement.
- C.** If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's employees, assigned personnel and subcontractors.
- D.** Nothing in this Agreement shall be construed as to create an exclusive relationship between the District and Consultant. Consultant may represent, perform services for, or

Project Name: Capistrano Valley High School Performing Arts Theatre

be employed by such additional persons or companies as Consultant sees fit provided that there is no conflict with the performance of services hereunder.

**4. Licenses, Permits, Etc.**

Consultant represents and warrants to the District that Consultant has all licenses, permits, qualifications, and approvals of whatsoever nature legally required for Consultant to practice its profession or provide all Consulting Services under the Agreement. Consultant represents and warrants to the District that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession or provide such services under this Agreement.

**5. Time**

Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of the services under this Agreement. Neither Party shall be considered in default of this Agreement, nor be entitled to additional compensation, to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

**6. Consultant Not Agent**

Except as the District may specify in writing, Consultant and Consultant's personnel shall have no authority, express or implied, to act on behalf of or bind the District in any capacity whatsoever as an agent. Consultant and Consultant's personnel shall have no authority, express or implied, to bind District to any obligations whatsoever.

**7. Assignment Prohibited**

No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

**8. Consultant Information**

A. The District shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: documents, writings, handwritings, typewriting, printing, photostating,

Project Name: Capistrano Valley High School Performing Arts Theatre

photographing, computer models, and any other computerized data, and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds or symbols, or any combination thereof.

**B.** All proprietary and other information received from Consultant by the District, whether received in connection with Consultant’s proposal to District in connection with any services or additional services performed by Consultant, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked “trade secret” when it is provided to the District, the District shall give notice to Consultant of any request for the disclosure of such information. The Consultant will then have five (5) days from the date it receives such notice to enter into an agreement with the District, satisfactory to legal counsel for the District, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff’s attorney fees) incurred by the District in any legal action to compel the disclosure of such information under the California Public Records Act. The Consultant shall have sole responsibility for defense of the actual “trade secret” designation of such information.

**C.** The Parties understand and agree that any failure by Consultant to respond or timely respond to the notice provided by the District, and/or failure by Consultant to enter into or timely enter into an agreement with the District, in accordance with the provisions of subsection B, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated “trade secret” by Consultant, and such information will be disclosed by District pursuant to applicable procedures required by the Public Records Act.

**9. Standard of Performance**

Consultant shall perform all the services required pursuant to this Agreement in the manner and according to the standards and requirements set forth in this Agreement. To the extent that this Agreement does not explicitly establish standards and/or requirements for performance of the services, then Consultant shall perform all of the services required pursuant to this Agreement in the manner and according to the standards observed by a

Project Name: Capistrano Valley High School Performing Arts Theatre

competent practitioner of Consultant's profession in California. All products of whatsoever nature which Consultant delivers to the District pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in Consultant's profession. Consultant shall assign only competent personnel to perform Consulting Services pursuant to this Agreement. If the District, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform the services pursuant to this Agreement, Consultant shall remove such person(s) immediately upon receiving notice from the District of the desire of the District for the removal of such person(s).

**10. Termination For Convenience**

The District shall have the right to terminate this Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to Consultant. In the event the District shall give such notice of termination, Consultant shall immediately cease rendering services pursuant to this Agreement.

- A. In the event the District shall terminate this Agreement for Convenience: Consultant shall promptly deliver to the District copies of all information prepared pursuant to this Agreement.
- B. The District shall pay Consultant: (1) the hourly rates set forth in Attachment "A" for all those hours worked up to the notice of termination; (2) the direct costs, if any, actually incurred and/or paid by Consultant for materials, supplies, equipment, apparatus, and the like, used in the direct performance of the Consulting Services of the Consultant under this Agreement; and (3) a ten percent (10%) markup on the direct costs as described in the preceding item number "(2)". The Parties agree that compensation payable to Consultant under a termination for convenience under this paragraph 10 is the exclusive remedy for any and all compensation and/or damages that Consultant may otherwise contend it is entitled to and the District shall not in any manner be liable for lost profits which might have been made by Consultant had the Agreement not been terminated or had Consultant completed the Consulting Services required by this Agreement. In this regard, Consultant shall furnish to the District such financial information as necessary in the judgment of the District before



Project Name: Capistrano Valley High School Performing Arts Theatre

termination, and the decision of the District shall be final. The foregoing is cumulative and does not affect any right or remedy which the District may have in law or equity. All monies payable by the District under this paragraph are subject to the right of the District to audit all requests for payment, including the books and records of the Consultant in connection therewith.

## **11. Defense, Indemnity & Hold Harmless Obligations**

### **A. Nature and Extent of Obligations**

Consultant shall defend, indemnify, and hold harmless the District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives, and each of them) of and from any and all demands, claims, suits, proceedings, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with the performance of services provided by Consultant under this Agreement, including, but not limited to:

1. Personal injury (including, but not limited to, bodily injury emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of District, Consultant, or any other person, or damage to property of anyone including the work itself (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Consultant, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;
2. Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Consultant;
3. Alleged infringement of any patent rights which may be brought arising out of Consultant's design;
4. Consultant's failure to fulfill any of the provisions set forth in this Agreement;
5. Failure of Consultant to comply with the provisions of this Agreement relating to insurance; and,

Project Name: Capistrano Valley High School Performing Arts Theatre

6. Any violation or infraction by Consultant of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

**B. No Limitation Because of Insurance**

The defense, indemnity and hold harmless obligations set forth in paragraph 11 and elsewhere in this Agreement shall not be limited, impaired or diminished, in any way, by the insurance requirements set forth in this Agreement.

**C. Broadest Defense, Hold Harmless, and Indemnity Obligations Possible**

With respect to the provisions of this paragraph 11, and in general, the Consultant shall indemnify, hold harmless, and defend District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives, and each of them) from any and all liability, loss, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death, and property damage) incurred by District, Consultant, or any other person, and from any and all demands, and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of any negligent act or omission, recklessness, or willful misconduct on the part of Consultant, its officers, agents, employees, subcontractors, sub-consultants, or any other person or entity for whom Consultant is responsible, in connection with the performance of the Agreement. Consultant's obligations under the preceding sentence shall apply regardless of whether District or any of its officers, officials, employees, or agents are passively negligent, but shall not apply to any loss, liability, fines, forfeitures, costs or damages caused by the active negligence or by the willful misconduct of District.

**D. Defense, Indemnity, Hold Harmless and Professional Liability**

With respect to the provisions of paragraph 11.A, and specifically regarding professional liability, Consultant shall indemnify, hold harmless, and defend District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives, and each of them) of and from any and all demands, claims, suits, proceedings, causes of

Project Name: Capistrano Valley High School Performing Arts Theatre

action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with the performance of the services provided by Consultant under this Agreement arising, or alleged to have arisen, out of or in connection with the professional negligence, errors and omissions of the Consultant in the performance of the Agreement.

**E. Limitation**

Notwithstanding paragraphs 11.B. and 11.C., Consultant 's indemnification of the District shall not include indemnification for claims which arise as the result of the active negligence of District, or the sole negligence or willful misconduct of District, its agents, servants, or any independent contractors who are directly responsible to District, or for defects in design furnished by such persons, other than Consultant and its agents, consultants, and sub-consultants, or unless such claims arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant. Consultant's indemnification, hold harmless, and defense obligations toward the District shall be for all claims that arise out of, pertain to, or relate to the negligence, recklessness, willful misconduct, or breaches of this Agreement by Consultant, its officers, agents, employees, subcontractors, consultants, sub-consultants, or any other person or entity for whom Consultant is responsible in connection with the performance of this Agreement. It is the intent of this Agreement to provide the broadest enforceable defense, indemnity and hold harmless obligations of Consultant under California law. If any provision of this Agreement exceeds the restrictions of California law, that portion of this Agreement that exceeds the limits of the law shall be null and void and the remaining obligations shall remain fully enforceable.

**12. Equal Employment Opportunity**

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest, agrees as follows:

**A. Compliance With Regulations**

To the extent applicable to the services provided under this Agreement, Consultant shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in

Project Name: Capistrano Valley High School Performing Arts Theatre

Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the “Regulations”.

**B. Nondiscrimination**

Consultant, with regard to the work performed by it after award and before completion of the services provided pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

**C. Solicitations for Subcontractors, Including Procurements of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including all procurements of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

**D. Information and Reports**

Consultant shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the District to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the District, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance**

In the event of noncompliance by Consultant with the nondiscrimination provisions of this Agreement, the District shall impose such sanctions as it may determine to be appropriate including, but not limited to:

- (1) Withholding of payments to Consultant under this Agreement until

Project Name: Capistrano Valley High School Performing Arts Theatre

Consultant complies; and/or

(2) Termination of this Agreement, in whole or in part.

**F. Incorporation of Provisions**

Consultant shall include the provisions of Paragraphs 12.A. through 12.E. in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as the District may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant must immediately notify the District of such litigation, threatened or otherwise, and may request that the District enter such litigation to protect the interests of District.

**G. Consultant’s Liability**

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude the District from taking such other actions as are available to it under any other provision of this Agreement or the law.

**13. Insurance Requirements**

During the entire term of this Agreement, and for a minimum of a full three (3) years from the final completion of the Consulting Services under this Agreement, Consultant shall, at its own expense, maintain, and shall require all subcontractors to maintain insurance as set forth below:

**A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- 1) Insurance Services Office Form No. CG 0001 (Commercial General Liability);
- 2) Insurance Services Office Form No. CA 0001 (Ed. 1/87) (Automobile Liability, Code 1 “any auto”);

Project Name: Capistrano Valley High School Performing Arts Theatre

- 3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance;
- 4) Professional Liability (Errors and Omissions) insurance against loss due to error, omission or malpractice, unless waived in writing by the District.

**B. Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

- 1) Commercial General Liability in the Architect's name; bodily injury limits of not less than \$1,000,000 each occurrence, and \$2,000,000 in aggregate, and property damage limit of not less than \$5,000,000. Such Commercial General Liability Insurance shall include the following liability "hazards": premises and operations liability; personal injury liability; broad form property damage liability; and complete operations liability.
- 2) Automobile Liability in the Architect's name with an Employer's Non-Districtship Liability Endorsement in Architect's name: \$1,000,000 per person and \$1,000,000 per accident for bodily injury, and \$1,000,000 for property damage.
- 3) Workers' Compensation and Employers Liability Insurance in the Architect's name: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 for bodily injury by accident; \$1,000,000 per employee for bodily injury by disease; \$1,000,000 for bodily injury by disease.
- 4) Professional Liability Insurance covering Errors and Omissions: \$1,000,000 combined single limit per claim and \$2,000,000 aggregate.

**C. Claims-Made Forms**

If the above insurance is written on a claims-made form, it shall continue for a full three years, at a minimum, following the final completion of the Consulting Services under this Agreement. Such insurance shall have a retroactive date of placement before or coinciding with the effective date of this Agreement.

Project Name: Capistrano Valley High School Performing Arts Theatre

**D. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the District.

**E. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain the following provisions:

**1) General Liability and Automobile Liability Coverages:**

a) Consultant’s insurance coverage shall be primary insurance with respect to the District, its officers, board members, officials, employees, agents or volunteers. Any insurance or self-insurance maintained by District, its officers, board members, officials, employees or volunteers shall be in excess of Consultant’s insurance and shall not contribute with it.

b) The District, its officers, board members, officials, employees, agents and volunteers are to be covered as additional insureds by endorsement with respect to: liability arising out of activities performed by or on behalf of Consultant; and premises owned, leased or used by Consultant. The coverage shall contain no special limitations on the scope of the protection afforded to the District, its officers, board members, officials, employees, agents or volunteers.

c) Failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, board members, officials, employees, agents and volunteers.

d) Coverage shall state that Consultant’s insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer’s liability.

**2) All Coverages:**

Each insurance policy required by this Agreement shall be endorsed to state that coverage’s shall not be canceled except after thirty (30) days prior written notice has been given to the District. In addition, Consultant agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to the District and the District approves the reduction in coverage or limits. Consultant further agrees that it shall not increase any deductibles or self-

Project Name: Capistrano Valley High School Performing Arts Theatre

insured retentions on any such policy except after thirty (30) days prior written notice has been given to the District and the District approves such increase. Insurance is to be placed with insurers with a Best's rating of no less than A: VII. This requirement may however, be waived in individual cases for Errors and Omissions Coverages only, provided, however, that in no event will a carrier with a rating of B: IX or lower be acceptable.

**F. Self-Insured Entities**

The District may, at its discretion, accept self-insurance as being in compliance with this section. In such case, Consultant agrees that it will defend and indemnify the District, including its officers, board members, officials, employees, agents, and volunteers, to the same extent as it would Consultant or any other self-insured person or entity, and that it will treat the District, including its officers, board members, officials, employees, agents, and volunteers, in all respects as if it were covered to the same extent as Consultant or any other self-insured person or entity. Self-insurance shall be subject to all requirements contained in this section. Alternatively, self-insured entities may purchase insurance covering the District for all work performed and/or services rendered under this Agreement, provided such insurance complies with all the requirements of this section.

**G. Evidence of Insurance**

Before starting to provide any Consulting Services under this Agreement, Consultant shall provide the District with certificates of insurance and/or executed endorsements, as the District may require, evidencing compliance with this section. On request, Consultant shall furnish copies of any and/or all of the required insurance policies.

**14. Access to Work Product**

Duly authorized representatives of the District shall have right of access to Consultant's technical plans, files, and records, relating to the project, and may review the work at appropriate stages during performance of, and/or after the completion of, the Consulting Services.

**15. Compliance with Laws**

Consultant shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of the Consulting Services under this Agreement. This



Project Name: Capistrano Valley High School Performing Arts Theatre

Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

**16. Integration**

Along with Exhibits “A” and “B” which are incorporated in this Agreement and form a part hereof, this is an integrated Agreement, and contains all of the terms, considerations, understanding, and promises of the Parties. The Parties have each been represented by legal counsel regarding the negotiation and execution of this Agreement and it shall be read as a whole, integrated agreement.

**17. Conflict**

In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of Exhibits “A” and/or “B”, or any other document included herein, the provisions of this Agreement shall govern.

**18. Notices**

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal services or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

**DISTRICT:**

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

**CONSULTANT:**

Robert J. Hensley, Principal  
WLC Architects, Inc.  
8163 Rochester Ave., Suite 100  
Rancho Cucamonga, CA 91730

Each Party shall promptly notify the other Party of any changes to its address, telephone number, or any other contact information.

Project Name: Capistrano Valley High School Performing Arts Theatre

**19. Survival**

Unless otherwise specifically provided, the covenants of this Agreement shall survive completion and acceptance of the Project by District and shall continue until fulfilled.

**20. Captions, Index**

The captions and the index of this Agreement shall have no effect on its interpretation.

**21. Singular and Plural**

Where required by the context of this Agreement, the singular shall include the plural and vice-versa.

**22. Severability** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

**23. Work Days**

All reference to days in this Agreement refers to calendar days excluding Saturdays, Sundays and holidays.

**24. No Use of Mark or Name**

Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.

**25. Amendments, Etc.**

None of the terms, conditions, and provisions, of this Agreement may be amended, changed, modified, waived, canceled, or altered, in any way, orally or otherwise, except: (1) in writing; (2) signed by the parties hereto; (3) specifying such amendment, change, modification, waiver, cancellation, or alteration; and most importantly, (4) approved by the District's Governing Board by way of a formal Resolution. A waiver of any breach of this Agreement shall not be deemed a waiver of any preceding or subsequent breach, whether similar or dissimilar. The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

**26. Entire Agreement**

This Agreement, together with the Exhibits hereto, and any later modifications as set forth in paragraph 26, is intended to be a fully integrated agreement and contains all the

Project Name: Capistrano Valley High School Performing Arts Theatre

agreements of the parties hereto. It supersedes all other written or oral agreements. The parties acknowledge that at all times in the negotiation and execution of this Agreement that they have each been represented by their own independently selected legal counsel.

**27. Attorney’s Fees**

In any action brought by either party to enforce the terms of this Agreement, the parties shall bear their own attorney’s fees and costs.

**28. Consultant’s Employees**

Consultant shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Consultant to ensure compliance with this section. Any person in the employ of Consultant whom the District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with the District’s written consent. Consultant shall ensure that persons who perform services on District’s property, including without limitation college campuses, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code sections 87008-87010, inclusive.

**29. Claims Resolution**

If any dispute arises between Consultant and District, Consultant shall, unless District instructs otherwise, continue performance of all obligations under this Agreement without cessation or delay pending resolution of the dispute, regardless of the size or nature of the dispute. Likewise, District shall continue to make payments for undisputed amounts during such continued performance.

In any claims process established by the Construction Contract, mediation, settlement discussions, and/or civil action involving the District and the Contractor(s) for the Project, the Consultant is required to participate therein as part of its Basic Services under this Agreement.

Project Name: Capistrano Valley High School Performing Arts Theatre

In any dispute between the Consultant and the District, the Consultant and the District agree to try to resolve same amicably as follows:

First, between the District's Deputy Superintendent, Business and Support Services and the person for Consultant listed as the Architect of Record for the Project. The proponent of the dispute must provide written notice to the other person within thirty (30) days of the dispute arising. The written notice must set forth a detailed written explanation of the factual basis, applicable contract provisions from this Agreement, a calculation of any amounts of money claimed due, and all supporting backup documentation for the factual basis and amounts of money claimed due from the other party. The opponent of the dispute must, within thirty days (30) of receiving such information, must prepare and send back to the proponent a detailed written explanation either agreeing with, and/or disputing: (i) the factual basis presented, (ii) alleged applicable contract provisions; (iii) the calculation of any amounts of money claimed due; and/or (iv) the supporting backup documentation for the factual basis and amounts of money claimed due from the other party. Additionally, the opponent must also set forth in writing any and all other reasons, if any, why the dispute is or is not valid and provide all supporting information for such position(s). The District's Deputy Superintendent, Business and Support Services and the person for Consultant listed as the Architect of Record for the Project shall then meet within fifteen (15) days of the opponent's written response being sent to try and resolve the dispute. If they agree to resolve the dispute at the meeting, the District Staff will place the matter on the Board of Education's agenda for consideration and action;

Second, if the foregoing meeting between the District's Deputy Superintendent, Business and Support Services and the person for Consultant listed as the Architect of Record for the Project does not resolve the Dispute, then the District's Superintendent and the President of the Consultant shall meet with fifteen (15) days of the meeting of the District's Deputy Superintendent, Business and Support Services and the person for Consultant listed as the Architect of Record for the Project. If the District's Superintendent and the President of the Consultant meeting resolves the dispute, the

Project Name: Capistrano Valley High School Performing Arts Theatre

District Staff will place the matter on the Board of Education's agenda for consideration and action;

Third, if the District's Superintendent and the President of the Consultant meeting does not resolve the dispute then either party has the right to immediately invoke mediation between the parties, the costs thereof to be shared equally by the parties. Such mediation shall take place within forty (45) of either party requesting it in writing. A Mediator must have substantial experience mediating, arbitrating and/or litigation public works K-12 construction matters. The proponent of the mediation must provide in writing at the time of the notice demanding mediation, the names of six (6) such mediators. The opponent may within five (days) select one. If the opponent selects fails to do so, then the proponent shall immediately identify the mediator to be used. The days set forth in this Paragraph are calendar days.

Fourth, if mediation fails to resolve the dispute within 45 days of the demand for mediation, or such additional period of time as both parties agree to in writing, then a party is permitted to file a civil action. The three step process set forth in this Paragraph 15 is a condition precedent to the filing of any civil action between District and the Consultant.

**30. No Limitations on Consultant Liability**

Notwithstanding any express or implied language to the contrary in any exhibits to this Agreement, and/or in any other part hereof, there shall be no limits on the District's ability to recover damages from Consultant in the event of any claim, action, lawsuit, or other legal action by the District against Consultant, and any language purporting to impose limits on recovery of damages is null and void, and of no effect, including any language purporting to increase liability for damages in exchange for additional payment or compensation to Consultant.

**31. Successors in Interest**

This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.

Project Name: Capistrano Valley High School Performing Arts Theatre

IN WITNESS WHEREOF, the Capistrano Unified School District, a local public agency, acting by and through its Governing Board, has executed this Agreement and Consultant has caused this Agreement to be duly executed.

CAPISTRANO UNIFIED SCHOOL DISTRICT, a local public agency

Date: \_\_\_\_\_

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

Terry Fluent  
Director, Purchasing

WLC Architect's Inc.

Date: \_\_\_\_\_

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

Robert J. Hensley  
Principal

## EXHIBIT “A”

### Scope of Services

The scope of services to be performed by Consultant shall include the providing of all services to complete the Construction Administration Phase and Post Construction Evaluation Phase – Correction of Defects as required by the original professional services agreement between the Consultant and the District for the Capistrano Valley High School Performing Arts Theatre Project (“Project”); the Agreement and this Exhibit “A”.

1. **CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT**

A. During the remaining construction phase of the Project, the Consultant shall perform during the duration of the Agreement all services and work called out for in the Agreement as well as all obligations imposed on the Consultant by applicable law, including without limitation, the obligations, duties and responsibilities set forth in Titles 19, 21 and 24 of the California Code of Regulations as Architect of Record for the Project with the Division of the State Architect. Consultant shall perform all services and work within the time frames specified in the Agreement and in the Construction Completion Contract issued for the Project. Regarding the Consultant’s performance of its obligations under the Agreement, time is of the essence.

B. Consultant shall advise and consult with the District through completion of the Project and DSA closeout certification. Meetings shall be held between the District, Consultant, District’s Construction Manager and the Completion Contractor(s) on a weekly basis. The Consultant shall provide minutes to District, the Construction Manager, and the Contractor. Consultant shall have authority to act on behalf of District only to the extent provided in the Construction Completion Contract Documents unless otherwise modified by written instrument. Consultant shall also have a duty to make corrections, as appropriate, to the meeting minutes.

C. Consultant shall visit the site at intervals appropriate to the stage of construction

to become generally familiar with the progress and quality of construction of the Project (hereinafter the "Project and/or the "Work") and to determine and to advise District in writing if the Work is proceeding in accordance with the Construction Completion Contract. This includes site visits by Consultant on a timely basis appropriate for approvals required of Consultant as specified in the Construction Completion Contract. Consultant and/or its engineering consultants shall review for conformance with specifications field tests and equipment performance tests and observe the start up and check-out of major and specialized systems, such as air conditioning and heating systems including boilers, pumps and air handling equipment, and energizing of switchgear. These requirements include, without limitation, a review by Consultant's electrical consultant before energizing any electrical system to determine that the equipment and installation complies with the intent of the Construction Completion Contract, including the specifications thereof, where observable or visible for inspection. On the basis of such onsite observations, Consultant shall keep the District informed of the progress and quality of the Work, and shall endeavor to guard District against, defects and deficiencies in the Work.

**D.** Consultant shall not be responsible for, nor have control of, or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for the Completion Contractor(s)'s failure to carry out work in accordance with the Completion Construction Contract. Consultant shall be available on site to the Contractor(s) as reasonably required to provide interpretation of the Drawings and Specifications which are part of the Construction Completion Contract.

**E.** Consultant shall at all times have access to the Work wherever it is in the preparation or progress.

**F.** Based on Consultant's observations at the site, and an evaluation of the Applications for Payment, Consultant shall assist District in determining the amounts owing to the Completion Contractor(s) each month. Consultant shall review and recommend Certificates for Payment from Completion Contractor(s). Before authorizing



any payments to the Completion Contractor(s), Consultant shall carefully and promptly review and approve the most recent schedule of values submitted by the Completion Contractor(s) and shall require sufficient data to substantiate the Completion Contractor's right to payment as the District or Consultant may require. Consultant shall carefully determine the proper amount owing to the Completion Contractor(s), and within the time limits prescribed by the Construction Completion Contract documents, shall issue a certificate for payment for such amounts as may be due to the contractor. If Consultant does not approve the schedule of values as submitted by the Completion Contractor(s), Consultant shall advise the District, the Construction Manager, and the Completion Contractor(s) of Consultant's reasons for withholding the certification in whole or in part. The issuance of a Certificate for Payment shall constitute a representation by Consultant to the District that the work has satisfactorily progressed to the point indicated, complies with and is in accordance with all building codes, all government rules and regulations and the Construction Completion Contract documents (subject to an evaluation of the work as a functioning whole upon completion, and to the results of any subsequent tests required by the Construction Completion Contract documents, and to minor deviations from the Construction Completion Contract which are correctable before completion, and that the Completion Contractor is entitled to the payment in the amount certified. Consultant shall follow the time limits prescribed by the Construction Completion Contract documents and/or applicable law.

**G.** Consultant shall assist the District in ascertaining that, to the best of Consultant's knowledge, information, and belief, the quality of the work is in accordance with the Construction Completion Contract documents (subject to an evaluation of the work for conformance with the Construction Completion Contract documents upon completion), to the results of any subsequent tests required by or performed under the Construction Completion Contract documents, to minor deviations from the Construction Completion Contract documents correctable before completion; and that the Completion Contractor(s) is entitled to payment in the amount certified upon delivery of the appropriate lien waivers.

**H.** Consultant shall be the interpreter of the requirements of the Construction

Completion Contract documents. Consultant shall render written interpretations necessary for the proper execution or progress of the work with reasonable promptness but in any event not more than five (5) work days following written request of either District or the Completion Contractor(s). Interpretations with cost implications shall be subject to approval by District.

**I.** Interpretations and decisions of Consultant shall be consistent with the intent of and reasonably inferable from the Construction Completion Contract documents, and shall be in written or graphic form or both as required. Clarification and additional details or drawings required to clarify an ambiguity in the Construction Completion Contract documents in order to accomplish the work are not an Additional Service.

**J.** Consultant may recommend that District reject work of the Completion Contractor(s) which does not conform to the Construction Completion Contract documents. Whenever in Consultant's reasonable opinion it is necessary or advisable for the implementation of the intent of the Construction Completion Contract documents, Consultant may recommend special inspection or testing of the work in accordance with the provisions of the Construction Completion Contract documents, whether or not such work is then fabricated, installed, or completed.

**K.** Consultant shall receive submittals, including shop drawings, product data, samples, or the like, as well as all requests for substitutions, from the Completion Contractor(s) and shall with reasonable promptness so as to not cause delay, but in any event not more than ten work days, review, or take other appropriate action, but only for conformance with the design concept of the Project, and with the provisions and intent of the Construction Completion Contract documents. Consultant shall upon receipt of submittal and/or substitution immediately send a copy of all submittal and/or substitution materials to the District.

**L.** Consultant may recommend to District minor changes in the work not involving an adjustment in the contract price or an extension of the contract completion date and which are not inconsistent with the intent of the Construction Completion Contract

documents. Following approval by the District such changes shall be effected by written field order issued to the Completion Contractor(s) with a concurrent copy to District.

**M.** Consultant shall receive from the Completion Contractor(s), review and forward to District for District's retention and use, written warranties and related documents assembled by the Completion Contractor(s). Consultant's mechanical and electrical engineering consultants shall review the operation and maintenance manual on all mechanical, electrical and related systems.

**N.** Consultant shall prepare and submit to District monthly verified progress reports, which are to include evaluation of the Project's then current construction schedule, status of field orders, change orders, shop drawing, submittals, etc. These reports shall be in a format approved by District. Architect shall also prepare and submit all reports required by DSA and any other applicable agency having jurisdiction over the Project.

**O.** During construction, Consultant shall make written reports to the District stating any problems arising during construction, the changes contemplated in the work as a result of the problem, and the progress of the work.

**P.** As-Built Drawings: Also sometimes called "Redline drawings," are drawings created by the general contractor(s) by a person skilled in drafting and knowledgeable of the conventions of the trades involved made to scale and during the course of construction to accurately record the location (measured from building corners or other permanent monuments), sizes and nature of elements of the Project as it was actually constructed by the general contractor and subcontractors showing changes to the drawings and specifications. The District's Inspector of Record and the Consultant shall review the Completion Contractor's as-built drawings at monthly site visits, based on the Inspector of Records observations and the Consultant's site visits, as-built shall become a condition of the monthly Completion Contractor(s) Progress Payment Request. Upon completion of the Work, the Completion Contractor(s) shall forward the as-built drawings, annotated specifications, operations and maintenance manuals to Consultant with a certificate from the Inspector of Record and the Completion Contractor(s) that the

“As-Builts” are complete, correct and accurate. Submission shall be made to the District before certification of the Completion Contractor(s) Application for Final Payment.

**Q.** Record Drawings: Upon completion of the as-built drawings by the Completion Contractor(s) the Consultant shall prepare for the District a set of Record Drawings. The Consultant shall rely on the accuracy of the as-built drawings and the notations made by the Completion Contractor(s) and Inspector of Record. The As-Built drawings shall indicate significant construction changes in the Work and final locations of hidden building systems including electrical, mechanical, plumbing, low voltage and subsurface utilities. Consultant shall then provide the District with one copy of the specifications and changed record drawings, on 20# bond and one scanned copy of the Completion Contractor(s) and the Inspector of Record’s specifications and as-built drawings in “.tiff” format at 200 dpi resolution. Consultant shall also provide base CADD drawings, in the latest version of AutoCAD; including site plans, floor plans with case work and interior elevations.

**R.** Consultant shall review and comment upon construction schedules prepared by the Completion Contractor(s). Consultant shall review and comment upon the report of the Completion Contractor(s), as to any variations from the construction schedule. Consultant shall immediately notify Construction Manager and the Completion Contractor(s) in writing of any and all instances in which the schedules submitted by the Completion Contractor(s) do not accurately reflect the actual progress of the work, correspond to the Completion Contractor’s application for payments or reflect other necessary changes in the scheduled progress of work activities.

**S.** Consultant shall assist the District in applying for and obtaining the required permits and/or approvals from all public agencies having jurisdiction over the Project. To the extent approvals of documents or drawings are required for the Project, Consultant shall submit such copies to such agency as are required and shall make corrections or revisions as may be necessary or required by such agency in order to secure approvals or funding. The District shall reimburse Consultant for any permits and/or plan check fees

paid by Consultant on the District's behalf.

**T.** Certificate of Completion. Consultant shall conduct inspections of the Project and consult with the Completion Contractor(s), Construction Manager and the District to determine the dates of substantial completion and final completion, shall review written warranties and guarantees and related documents, shall cooperate with the District in the preparation of a punch list, and shall issue a final certificate for payment. Consultant shall issue a final certificate for payment only after it has made an inspection to determine whether the work or the designated portion thereof is substantially complete and conforms to the requirements of the Construction Completion Contract documents. When the work or the designated portion thereof is substantially complete, Consultant shall prepare a certificate of substantial completion/final punch list that shall establish the date of substantial completion; shall establish the responsibilities of District and the Completion Contractor(s) with respect to security, maintenance, heat, utilities, and any damage to work; and shall fix the time within which the Completion Contractor(s) shall finish all the items needed to be completed or corrected to conform the work to the Construction Completion Contract documents. Each item listed on the certificate of substantial completion/final punch list shall be assigned an estimated dollar value calculated by the Consultant to encompass the cost the District is likely to incur if the Completion Contractor(s) fails to perform and/or deliver each such item as required by the Construction Completion Contract documents. Regarding any items that require warranties, the value of such an item(s) shall include an estimate of the likely cost to the District for having to acquire a replacement warranty for such item(s).

**U.** During the period of construction, Consultant shall cause its consulting engineers to make or cause to be made all respective tests and inspections necessary to secure the completion of various types of work falling under their division of the work, and upon completion of the Project, Consultant shall cause each consulting engineer to issue or cause to be issued a certificate stating that the work falling under his or her administration has been performed in accordance with the drawings and specifications and contract requirements. Consultant shall also prepare and submit all final reports required by DSA and any other applicable agency having jurisdiction over the Project.

V. Consultant shall secure in proper form and transmit to the District, the necessary guarantees, affidavits, releases, bonds, waivers, instruction books, diagrams, operating manuals, and documents required of the Completion Contractor(s) by the Construction Completion Contract documents.

W. Consultant will, in collaboration with the District, the Consultant's consultants, and the Contractor, use the District's web-based project management software system to administer the construction phase of the Project.

2. **POST CONSTRUCTION EVALUATION PHASE - CORRECTION OF DEFECTS**

A. During all periods of guarantee of the work provided for in the Completion Contract documents with the Completion Contractor(s), Consultant shall act as the District's advisor for the purpose of securing correction of any and all defects and deficiencies discovered after acceptance of the Project and before expiration of the guarantee period. Consultant shall also assist District by providing interpretation of the Completion Contract documents when requested.

B. Eleven (11) months following completion and before the expiration of any guarantees, Consultant and all of its consultants and sub-consultants shall visit the Project with District and:

1. Review the work and identify observable defects and deficiencies.
2. Evaluate the performance, durability, and appearance of installed products, materials, and systems as they relate to suitability for the use intended and to District's construction budget.
3. Evaluate the Project's function and District's use of the Project as reflections of the original program intent; and
4. Submit a written report to District concerning the foregoing.

### 3. ADDITIONAL SERVICES – PRIOR AUTHORIZATION REQUIRED

District may require Consultant to perform services beyond the Basic Services described in the Agreement and this Exhibit “A”. Consultant shall not begin work on and shall not be paid for any Additional Services unless the District has approved in writing a description of the services and the cost thereof BEFORE any Additional Services are performed. Should Consultant perform services that it contends are beyond the scope of its Basic Services under this Agreement without first getting the District’s approval in writing describing the services and the cost thereof, Consultant agrees that it is not entitled to compensation therefore and such services shall be treated as Basic Services. As used herein, "Additional Services" means any work which is determined by the District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for Consultant to perform at the execution of this Agreement. District shall pay Consultant for any approved Additional Services only in amounts agreed to in writing before such services are performed and so long as such services are not made necessary through the fault of Consultant. Additional Services shall also not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Consultant was aware or should have been aware pursuant to the laws and regulations applicable to this Agreement. Such Additional Services may include, but shall not be limited to:

- A. **Inventories:** Providing detailed quantity surveys or inventories of materials, equipment or systems other than those required as a Basic Service in order to select materials, equipment and methods;
- B. **Fire:** Providing consultation concerning replacement of any Work damaged by fire or other causes beyond the control of the Consultant during construction;
- C. **Defaults of Others:** Providing services made necessary, without fault of Consultant, by default of the Completion Contractor(s); major defects or deficiencies of the Completion Contractor(s); and/or failure of performance by the Completion Contractor(s);

- D. Consultants:** Providing services of consultants for other than Basic Services;
- E. Changes:** Making revisions to previously approved Drawings, Specifications or documents as a result of increasing or decreasing the Project Budget or to accomplish changes requested by District and assisting the Completion Contractor(s) in preparing change orders to accomplish such revisions, when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents, or are due to other causes beyond the reasonable control of Consultant. Preparing Drawings, Specifications and supporting data and providing other services in connection with such change orders. However, change orders and related services necessitated by an error or omission of Consultant shall be provided without additional cost; provided however that the performance of such services shall not be an admission of liability by Consultant. In the event of dispute over the cost of or responsibility for a change order, Consultant shall prepare the document pending resolution of the dispute; and/or
- F. Other Services:** Providing any other services not otherwise included in, and not reasonably inferable from this Agreement, Exhibit “A”, and/or not customarily furnished in accordance with generally accepted architectural practice. These include, without limitation, the design of future facilities not included in the Project, dynamic structural analyses, phasing, and the provision of services after the completion of Basic Services.

**End of Exhibit “A”**



**EXHIBIT “B”**

**Fee for Services**

PHASE	FEE	PERCENT COMPLETE	BALANCE ON CONTRACT AS OF 11/30/12
Programing	\$32,500.00	100	
Schematic Design	\$110,419.65	100	
Design Development	\$110,419.65	100	
Construction Document Phase	\$294,452.40	100	
DSA Approval	\$36,806.55	100	
Bidding Phase	\$33,125.90	100	
Bidding Phase	\$23,053.90	100	
Construction Administration	\$363,589.10	70	<b>\$109,076.73</b>
<b>Total</b>	<b>1,004,367.15</b>		

The Consultant’s Fee for performing the services described in Exhibit “A” and in the Agreement shall be \$109,076.73. Consultant shall also be entitled to receive reimbursement for approved costs plus a ten percent (10%) markup thereon.

**End of Exhibit “B”**

**EXTENSION OF AGREEMENT**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**ARCHITECTURAL ROOFING SYSTEMS, INC., dba  
PACIFIC ROOFING SYSTEMS**

Bid No. 1011-10 – Roofing Repairs and Maintenance Districtwide, called for an original contract period of March 9, 2011 through March 8, 2012, 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 Architectural Roofing Systems, Inc., dba Pacific Roofing Systems, pursuant to Bid No. 1011-10, shall be extended an additional 12 months, for the period March 9, 2013 through March 8, 2014, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on February 13, 2013.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$350,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on March 8, 2011, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**Architectural Roofing Systems, Inc. dba  
Pacific Roofing Systems**

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

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

Terry Fluent \_\_\_\_\_

\_\_\_\_\_   
Print Name

Director, Purchasing \_\_\_\_\_

\_\_\_\_\_   
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**BID NO. 1011-10 – ROOFING REPAIRS AND MAINTENANCE  
ARCHITECTURAL ROOFING SYSTEMS, INC., dba  
PACIFIC ROOFING SYSTEMS**

**BID PRICE SHEET  
MARCH 9, 2013 – MARCH 8, 2014**

<b>HOURLY LABOR RATES (Portal to Portal)</b>	<b>Straight Time Per Hour</b>	<b>Overtime Per Hour</b>	<b>Weekend/Holiday Hourly</b>
1. Journeyman Roofer	\$ 85.00	\$ 103.00	\$ 124.00
2. Apprentice Roofer	\$ 72.00	\$ 95.00	\$ 102.00

NOTE: ALL APPRENTICES MUST BE 70% OR GREATER

<b>ROOFING WORK</b>		<b>Bid Price BUR</b>	<b>Bid Price Metal</b>	<b>Bid Price Tar &amp; Gravel</b>
3. Standard 3-course work - no preparation	Per Sq Ft	\$ 1.85	\$ 4.00	\$ 2.00
4. Standard 5-course work - no preparation	Per Sq Ft	\$ 2.45	\$ 6.00	\$ 2.55
5. Cut and/or clean and 3-course - demolition/removal	Per Sq Ft	\$ 0.76	\$ 1.02	\$ 0.98
6. Cut and/or clean and 5-course - demolition/removal	Per Sq Ft	\$ 1.04	\$ 1.75	\$ 1.36
7. Install new wood sleepers - labor only	Per Sq Ft	\$ 2.47	\$ 2.47	\$ 2.47
8. Spud gravel to felts	Per Sq Ft	\$ 1.22	\$ 1.97	\$ 1.22
9. Spud slag to felts	Per Sq Ft	\$ 1.22	\$ 1.97	\$ 1.22
10. Install 18" wide cap sheet, 3-course edges	Per Sq Ft	\$ 1.02	\$ 2.47	\$ 1.02
11. Install 36" wide cap sheet, 3-course edges	Per Sq Ft	\$ 1.82	\$ 3.22	\$ 1.82
12. Install cap sheet	Per Sq Ft	\$ 0.87	\$ 1.47	\$ 0.87
13. Install 2 layer #40 or one layer #80 - set in asphalt	Per Sq Ft	\$ 1.22	\$ 1.97	\$ 1.22
14. R&R conduit blocks - repair roof	Per Sq Ft	\$ 1.07	\$ 1.07	\$ 1.07
15. Monoform patch-and-spray work, clean roof, prime with asphalt prime, install monoform at 9 gallons per square, with chopped fiberglass roving at #3 per square, and a coat of nonfibrated aluminum reflected coating at 200 squares minimum size	Per Sq Ft	\$ 2.76	\$ 2.76	\$ 2.76
16. R&R conduit blocks – repair roof at 201-1,000 squares	Per Sq Ft	\$ 1.07	\$ 1.10	\$ 1.10
17. R&R conduit blocks – repair roof at 1,001- 2,000 squares	Per Sq Ft	\$ 1.07	\$ 1.10	\$ 1.10
18. R&R conduit blocks – repair roof at 2,001 + squares	Per Sq Ft	\$ 1.07	\$ 1.10	\$ 1.10
19. R&R flashing	Per Sq Ft	\$ 2.67	\$ 3.40	\$ 2.67
20. R&R edge metal	Per Lin Ft	\$ 2.67	\$ 3.40	\$ 2.67
21. R&R plywood sub-deck	Per Sq Ft	\$ 1.99	\$ 1.99	\$ 1.99

CAPISTRANO UNIFIED SCHOOL DISTRICT

BID NO. 1011-10 – ROOFING REPAIRS AND MAINTENANCE DISTRICTWIDE  
 ARCHITECTURAL ROOFING SYSTEMS, INC., dba  
 PACIFIC ROOFING SYSTEMS

BID PRICE SHEET  
 MARCH 9, 2013 – MARCH 8, 2014

<b>PVC ROOF SYSTEM</b>		<b>Bid Price</b>
22. Standard PVC roofing membrane, heat welded over approved separation sheet	Per Sq Ft	\$ 2.20
23. R&R flashing	Per Sq Ft	\$ 6.25
24. R&R edge metal	Per Lin Ft	\$ 6.25
25. R&R plywood sub-deck	Per Sq Ft	\$ 2.05
26. R&R dens-deck	Per Sq Ft	\$ 0.95

<b>CLAY TILE ROOF SYSTEM</b>		<b>Bid Price</b>
27. US two-piece tile with copper tie-down system and 1 square modified underlayment	Per Sq Ft	\$ 5.24
28. R&R flashing	Per Sq Ft	\$ 2.75
29. R&R edge metal	Per Lin Ft	\$ 2.75
30. R&R plywood sub-deck	Per Sq Ft	\$ 2.05

<b>INSULATION REPAIRS</b>		<b>Bid Price</b>
31. R19, #2 density foam insulation 3/4" thick, installed with 1 mechanical fastener per 3 SF	Per Sq Ft	\$ 1.62

**Annual roof inspection and maintenance to roof systems. Inspection and maintenance to include all cleaning of debris on roof area, drains, and downspouts. Inspection and maintenance of all general flashings, including, but not limited to pipe flashings, wall flashings, base flashings, drains, equipment platforms, and counter flashings. Price by square feet**

	PVC	BUR	TILE	METAL
First Year	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60
Second year	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60
Third Year	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60
Fourth Year	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60
Fifth Year	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60



# CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675  
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

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SUPERINTENDENT  
JOSEPH M. FARLEY, ED.D.

December 20, 2012

Sent via e-mail [alan@pacificroofingsystems.com](mailto:alan@pacificroofingsystems.com)  
US Mail

Alan Stovesand, Vice President  
Architectural Roofing Systems, Inc., dba  
Pacific Roofing Systems  
24271 Cascades Drive  
Laguna Niguel, CA 92677

**Subject: Extension of Bid No. 1011-10 – Roofing Repairs and Maintenance Districtwide**

Dear Mr. Stovesand:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on March 8, 2013.

As a result of the state’s ongoing financial crisis and per the direction of the District’s Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period March 9, 2013 through March 8, 2014. A copy of your current contract pricing is enclosed for your review with separate sheets 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 January 17, 2013.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9437.

Sincerely,

Vicki Byers  
Buyer/Planner, Purchasing

enc.

January 17, 2013

Vicki Byers  
Capistrano Unified School District  
33122 Valle Road

Subject: Bid No. 1011-10Roofing Repairs and Maintenance Districtwide

Dear Ms. Byers:

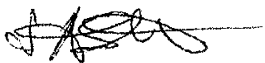
We are in receipt of your letter dated December 20, 2012. In the letter the District has asked Pacific Roofing Systems to provide reduced costs for the renewal period. The challenge is all of the Roof Manufacturers have increased their materials costs over the past two calendar years. Some Roof Manufacturers have increased their price six times since the Winter of 2011. Pacific Roofing Systems has not requested for material cost increases from the District as outlined in the terms of the contract specifications as detailed on page 4.

Ultimately Pacific Roofing Systems is paying more for materials since we submitted our bid matrix in March of 2011. In light of the financial emergency, Pacific Roofing Systems has amended pricing as best as possible. Various prices could not be amended as they would fall below raw material costs.

Pacific Roofing Systems does wish to extend the contract for an additional 12 month period.

Thank you for your understating.

Regards,



Alan Stovesand  
Vice President

P.O. Box 454  
Dana Point, CA 92629

949.495.4200 phone  
949.495.4674 fax

CAPISTRANO UNIFIED SCHOOL DISTRICT

BID NO. 1011-10 – ROOFING REPAIRS AND MAINTENANCE  
 ARCHITECTURAL ROOFING SYSTEMS, INC., dba  
 PACIFIC ROOFING SYSTEMS

BID PRICE SHEET  
 MARCH 9, 2013 – MARCH 8, 2014

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CAPISTRANO UNIFIED SCHOOL DISTRICT

**BID NO. 1011-10 – ROOFING REPAIRS AND MAINTENANCE**  
**ARCHITECTURAL ROOFING SYSTEMS, INC., dba**  
**PACIFIC ROOFING SYSTEMS**

**BID PRICE SHEET**  
**MARCH 9, 2013 – MARCH 8, 2014**

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	PVC	BUR	TILE	METAL
First Year	\$0.60	\$0.60	\$0.60	\$0.60
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Fifth Year	\$0.60	\$0.60	\$0.60	\$0.60



**EXTENSION OF AGREEMENT**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**ARCHITECTURAL ROOFING SYSTEMS, INC., dba  
PACIFIC ROOFING SYSTEMS**

Bid No. 1011-10 – Roofing Repairs and Maintenance Districtwide, called for an original contract period of March 9, 2011 through March 8, 2012, 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 Architectural Roofing Systems, Inc., dba Pacific Roofing Systems, pursuant to Bid No. 1011-10, shall be extended an additional 12 months, for the period March 9, 2012 through March 8, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on February 29, 2012.

Except as set forth in this Extension Agreement, and Board approved on March 8, 2011, all other terms of the contract remain in full force and effect.


**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**Architectural Roofing Systems, Inc. dba  
Pacific Roofing Systems**

By:   
Signature

By:   
Signature

Terry Fluent

J. ALAN STOVESAND  
Print Name

Director, Purchasing

V.P.  
Title

Date: 3/20/12

Date: 3/19/12



# CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675  
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

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SUE PALAZZO  
**SUPERINTENDENT**  
JOSEPH M. FARLEY, ED.D.

December 19, 2011

Alan Stovesand, Vice President  
Architectural Roofing Systems, Inc., dba  
Pacific Roofing Systems  
24271 Cascades Drive  
Laguna Niguel, CA 92677

**Subject: Bid No. 1011-10 - Roofing Repairs and Maintenance Districtwide**

Dear Mr. Stovesand:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on March 8, 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 March 9, 2012 through March 8, 2013. Please provide your proposed pricing on the enclosed Bid Price Sheet. A copy of your current contract pricing is enclosed for your review. **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 January 16, 2012.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9437.

Sincerely,

Vicki Byers  
Buyer/Planner, Purchasing

enc.



January 16, 2012

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

Subject: Bid No. 1011-10 Roofing Repairs and Maintenance Districtwide

Dear Ms. Byers:

We are in receipt of your letter dated December 19, 2011. In the letter the District has asked Pacific Roofing Systems to provide reduced costs for the renewal period. The challenge is majority of the Roof Manufacturers have increased their materials cost over the past calendar year. This means Pacific Roofing Systems will pay more for materials without the ability to pass on the price increases. In light of the financial emergency, Pacific Roofing Systems has amended pricing as best as possible. Various prices could not be amended as they would fall below raw material costs.

Pacific Roofing Systems does wish to extend the contract for an additional 12-month period.

Thank you for your understanding.

Regards,

A handwritten signature in black ink, appearing to read "A Stovesand", written in a cursive style.

Alan Stovesand  
Vice President

P.O. Box 454  
Dana Point, CA 92629

949.495.4200 phone  
949.495.4674 fax

CAPISTRANO UNIFIED SCHOOL DISTRICT

**BID NO. 1011-10 – ROOFING REPAIRS AND MAINTENANCE**  
**ARCHITECTURAL ROOFING SYSTEMS, INC., dba**  
**PACIFIC ROOFING SYSTEMS**

**BID PRICE SHEET**  
**MARCH 9, 2012 – MARCH 8, 2013**

HOURLY LABOR RATES (Portal to Portal)	Straight Time Per Hour	Overtime Per Hour	Weekend/Holiday Hourly
1. Journeyman Roofer	\$ 85.00	\$ 103.00	\$ 124.00
2. Apprentice Roofer	\$ 72.00	\$ 95.00	\$ 102.00

NOTE: ALL APPRENTICES MUST BE 70% OR GREATER

ROOFING WORK		Bid Price BUR	Bid Price Metal	Bid Price Tar & Gravel
3. Standard 3-course work - no preparation	Per Sq Ft	\$ 1.85	\$ 4.00	\$ 2.00
4. Standard 5-course work - no preparation	Per Sq Ft	\$ 2.45	\$ 6.00	\$ 2.55
5. Cut and/or clean and 3-course - demolition/removal	Per Sq Ft	\$ 0.76	\$ 1.02	\$ 0.98
6. Cut and/or clean and 5-course - demolition/removal	Per Sq Ft	\$ 1.04	\$ 1.75	\$ 1.36
7. Install new wood sleepers - labor only	Per Sq Ft	\$ 2.47	\$ 2.47	\$ 2.47
8. Spud gravel to felts	Per Sq Ft	\$ 1.22	\$ 1.97	\$ 1.22
9. Spud slag to felts	Per Sq Ft	\$ 1.22	\$ 1.97	\$ 1.22
10. Install 18" wide cap sheet, 3-course edges	Per Sq Ft	\$ 1.02	\$ 2.47	\$ 1.02
11. Install 36" wide cap sheet, 3-course edges	Per Sq Ft	\$ 1.82	\$ 3.22	\$ 1.82
12. Install cap sheet	Per Sq Ft	\$ 0.87	\$ 1.47	\$ 0.87
13. Install 2 layer #40 or one layer #80 - set in asphalt	Per Sq Ft	\$ 1.22	\$ 1.97	\$ 1.22
14. R&R conduit blocks - repair roof	Per Sq Ft	\$ 1.07	\$ 1.07	\$ 1.07
15. Monoform patch-and-spray work, clean roof, prime with asphalt prime, install monoform at 9 gallons per square, with chopped fiberglass roving at #3 per square, and a coat of nonfibrated aluminum reflected coating at 200 squares minimum size	Per Sq Ft	\$ 2.76	\$ 2.76	2.76
16. R&R conduit blocks – repair roof at 201-1,000 squares	Per Sq Ft	\$ 1.07	\$ 1.10	\$ 1.10
17. R&R conduit blocks – repair roof at 1,001- 2,000 squares	Per Sq Ft	\$ 1.07	\$ 1.10	\$ 1.10
18. R&R conduit blocks – repair roof at 2,001 + squares	Per Sq Ft	\$ 1.07	\$ 1.10	\$ 1.10
19. R&R flashing	Per Sq Ft	\$ 2.67	\$ 3.40	\$ 2.67
20. R&R edge metal	Per Lin Ft	\$ 2.67	\$ 3.40	\$ 2.67
21. R&R plywood sub-deck	Per Sq Ft	\$ 1.99	\$ 1.99	\$ 1.99

CAPISTRANO UNIFIED SCHOOL DISTRICT

**BID NO. 1011-10 – ROOFING REPAIRS AND MAINTENANCE**  
**ARCHITECTURAL ROOFING SYSTEMS, INC., dba**  
**PACIFIC ROOFING SYSTEMS**

**BID PRICE SHEET**  
**MARCH 9, 2012 – MARCH 8, 2013**

<b>PVC ROOF SYSTEM</b>		<b>Bid Price</b>
22. Standard PVC roofing membrane, heat welded over approved separation sheet	Per Sq Ft	\$2.20
23. R&R flashing	Per Sq Ft	\$6.25
24. R&R edge metal	Per Lin Ft	\$6.25
25. R&R plywood sub-deck	Per Sq Ft	\$2.05
26. R&R dens-deck	Per Sq Ft	\$0.95

<b>CLAY TILE ROOF SYSTEM</b>		<b>Bid Price</b>
27. US two-piece tile with copper tie-down system and 1 square modified underlayment	Per Sq Ft	\$5.24
28. R&R flashing	Per Sq Ft	\$2.75
29. R&R edge metal	Per Lin Ft	\$2.75
30. R&R plywood sub-deck	Per Sq Ft	\$2.05

<b>INSULATION REPAIRS</b>		<b>Bid Price</b>
31. R19, #2 density foam insulation 3/4" thick, installed with 1 mechanical fastener per 3 SF	Per Sq Ft	\$1.62

**Annual roof inspection and maintenance to roof systems. Inspection and maintenance to include all cleaning of debris on roof area, drains, and downspouts. Inspection and maintenance of all general flashings, including, but not limited to pipe flashings, wall flashings, base flashings, drains, equipment platforms, and counter flashings. Price by square feet**

	PVC	BUR	TILE	METAL
First Year	\$0.65	\$0.65	\$0.65	\$0.65
Second year	\$0.65	\$0.65	\$0.65	\$0.65
Third Year	\$0.65	\$0.65	\$0.65	\$0.65
Fourth Year	\$0.65	\$0.65	\$0.65	\$0.65
Fifth Year	\$0.65	\$0.65	\$0.65	\$0.65

## AGREEMENT

THIS AGREEMENT, dated March 9, 2011, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "DISTRICT"), and Architectural Roofing Systems, Inc., (hereinafter referred to as "CONTRACTOR"). dba Pacific Roofing Systems

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

1. CONTRACTOR agrees to complete the Project known as **Bid No. 1011-10, ROOFING REPAIRS AND MAINTENANCE DISTRICTWIDE** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, DISTRICT'S Labor Compliance Program, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

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

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

4. The work shall be commenced on or before the seventh (7<sup>th</sup>) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within **thirty (30)** consecutive calendar days from the date specified in the Notice to Proceed. The initial term of this agreement will commence March 9, 2011, and continue through March 8, 2012, with two (2) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

and

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

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

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

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or

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

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

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

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

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

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

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not

inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

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

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

DISTRICT

By: Terry Fluent  
Signature

Terry Fluent  
Print Name

Director, Purchasing  
Title

CONTRACTOR

By: Alan Stovesand  
Signature

ALAN STOVESAND  
Print Name

V. P.  
Title

898367  
Contractor's License No.

208647481  
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,  
if corporation)

ARCHITECTURAL ROOFING SYSTEMS dba  
BID FORM

Name of Bidder: PACIFIC ROOFING SYSTEMS

To: Capistrano Unified School District, acting by and through its Governing Board, herein called the "DISTRICT."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors Form, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Escrow Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Order Forms, Shop Drawing Transmittal Form, all insurance requirements, Guarantee forms, Contractor's Certificate Regarding Non-Asbestos Containing Materials, **District's Labor Compliance Program**, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, drawings, specifications, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, and insurances, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Project: ROOFING REPAIRS AND MAINTENANCE  
DISTRICTWIDE

Bid No: 1011-10

**Capistrano Unified School District**

**Bid No. 1011-10  
 Roofing Repairs and Maintenance  
 Districtwide**

**Bid Price Sheet**

The bid will be awarded to the contractor who has the lowest overall pricing based on three job scenarios that will be passed out at the bid opening.

All pricing herein to include all standard tools, supplies, equipment and mileage normally required to complete the job.

**Note: Bid prices for labor may no be lower than the applicable Prevailing Wage for the specified work. See Specification, Section I. General - Prevailing Wage and General Conditions, Article 48 – Wage Rates, Travel and Subsistence.**

<b>HOURLY LABOR RATES (Portal to Portal)</b>	<b>Straight Time Per Hour</b>	<b>Overtime Per Hour</b>	<b>Weekend/Holiday Hourly</b>
1. Journeyman Roofer	\$ 85.00	\$ 103.00	\$ 124.00
2. Apprentice Roofer	\$ 72.00	\$ 95.00	\$ 102.00

NOTE: ALL APPRENTICES MUST BE 70% OR GREATER

<b>ROOFING WORK</b>		<b>Bid Price BUR</b>	<b>Bid Price Metal</b>	<b>Bid Price Tar &amp; Gravel</b>
3. Standard 3-course work - no preparation	Per Sq Ft	\$ 1.85	\$ 4.00	\$ 2.00
4. Standard 5-course work - no preparation	Per Sq Ft	\$ 2.45	\$ 6.00	\$ 2.55
5. Cut and/or clean and 3-course - demolition/removal	Per Sq Ft	\$ 0.76	\$ 1.02	\$ 0.98
6. Cut and/or clean and 5-course - demolition/removal	Per Sq Ft	\$ 1.04	\$ 1.75	\$ 1.36
7. Install new wood sleepers - labor only	Per Sq Ft	\$ 2.50	\$ 2.50	\$ 2.50
8. Spud gravel to felts	Per Sq Ft	\$ 1.25	\$ 2.00	\$ 1.25
9. Spud slag to felts	Per Sq Ft	\$ 1.25	\$ 2.00	\$ 1.25
10. Install 18" wide cap sheet, 3-course edges	Per Sq Ft	\$ 1.05	\$ 2.50	\$ 1.05
11. Install 36" wide cap sheet, 3-course edges	Per Sq Ft	\$ 1.85	\$ 3.25	\$ 1.85
12. Install cap sheet	Per Sq Ft	\$ 0.90	\$ 1.50	\$ 0.90
13. Install 2 layer #40 or one layer #80 - set in asphalt	Per Sq Ft	\$ 1.25	\$ 2.00	\$ 1.25
14. R&R conduit blocks - repair roof	Per Sq Ft	\$ 1.10	\$ 1.10	\$ 1.10

		Bid Price BUR	Bid Price Metal	Bid Price Tar & Gravel
<b>ROOFING WORK</b>				
15. Monoform patch-and-spray work, clean roof, prime with asphalt prime, install monoform at 9 gallons per square, with chopped fiberglass roving at #3 per square, and a coat of nonfibrated aluminum reflected coating at 200 squares minimum size	Per Sq Ft	\$2.85	\$2.85	\$2.85
16. R&R conduit blocks – repair roof at 201-1,000 squares	Per Sq Ft	\$1.10	\$1.10	\$1.10
17. R&R conduit blocks – repair roof at 1,001-2,000 squares	Per Sq Ft	\$1.10	\$1.10	\$1.10
18. R&R conduit blocks – repair roof at 2,001 + squares	Per Sq Ft	\$1.10	\$1.10	\$1.10
19. R&R flashing	Per Sq Ft	\$2.75	\$3.50	\$2.75
20. R&R edge metal	Per Lin Ft	\$2.75	\$3.50	\$2.75
21. R&R plywood sub-deck	Per Sq Ft	\$2.05	\$2.05	\$2.05

<b>PVC ROOF SYSTEM</b>			Bid Price
22. Standard PVC roofing membrane, heat welded over approved separation sheet	Per Sq Ft		\$2.20
23. R&R flashing	Per Sq Ft		\$6.25
24. R&R edge metal	Per Lin Ft		\$6.25
25. R&R plywood sub-deck	Per Sq Ft		\$2.05
26. R&R dens-deck	Per Sq Ft		\$0.95

<b>CLAY TILE ROOF SYSTEM</b>			Bid Price
27. US two-piece tile with copper tie-down system and 1 square modified underlayment	Per Sq Ft		\$5.40
28. R&R flashing	Per Sq Ft		\$2.75
29. R&R edge metal	Per Lin Ft		\$2.75
30. R&R plywood sub-deck	Per Sq Ft		\$2.05

<b>INSULATION REPAIRS</b>		<b>Bid Price</b>
31. R19, #2 density foam insulation 3/4" thick, installed with 1 mechanical fastener per 3 SF	Per Sq Ft	\$1.62

**Annual roof inspection and maintenance to roof systems. Inspection and maintenance to include all cleaning of debris on roof area, drains, and downspouts. Inspection and maintenance of all general flashings, including, but not limited to pipe flashings, wall flashings, base flashings, drains, equipment platforms, and counter flashings. Price by square feet**

	PVC	BUR	TILE	METAL
First Year	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65
Second year	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65
Third Year	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65
Fourth Year	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65
Fifth Year	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65

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

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

3. The required bid security is attached.

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

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within **five (5)** working days of the notice of award of the contract, or as otherwise requested in writing by the

DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on or before the **seventh (7<sup>th</sup>)** day after receiving the DISTRICT'S Notice to Proceed, and shall be completed by the bidder in the time specified by the DISTRICT.

6. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

7. The name(s) of all persons interested in the bid as principals are as follows:

ALAN STOVESAND

8. 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 purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The undersigned hereby warrants that the bidder has an appropriate license, License No. 898367, Class 39, at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by the DISTRICT at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the bid opening.

10. 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.

11. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.

12. The undersigned hereby warrants that all work shall be completed within the time specified in the purchase order or Notice to Proceed. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the



imposition of liquidated damages for each consecutive calendar day of delay in the amount of **two hundred dollars (\$200.00)** (Government Code Section 53069.85)

13. The required noncollusion affidavit properly notarized is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically nonresponsive.

14. It is understood and agreed that all change order requests must be submitted in the form set forth in the Project Documents and pursuant to Article 59 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 59 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Article 59 of the General Conditions will not be allowed.

15. The Information Required of Bidder form has been fully completed and is attached hereto.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

\*\*\*\*\*

Partnership Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Other Partner(s): \_\_\_\_\_

\*\*\*\*\*

Corporation Name: ARCHITECTURAL ROOFING SYSTEMS dba PACIFIC ROOFING SYSTEMS  
(a CA Corporation<sup>1</sup>)  
Business Address: 24271 CASCADES DR.  
LAGUNA NIGUEL, CA 92677  
Telephone: 949-495-4200  
Signed by: Kristen Stovesand, President, Date: 2/6/11  
Print Name: KRISTEN STOVESAND President  
Signed by: J. Alan Stovesand, Secretary, Date: 2/6/11  
Print Name: ALAN STOVESAND, Secretary  
[Seal]

<sup>1</sup> A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

**Joint Venturer** Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_, Joint Venturer  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

**Other Parties to Joint Venture:** *If an individual:* \_\_\_\_\_  
(Name)  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Doing Business as: \_\_\_\_\_;  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

*If a Partnership:* \_\_\_\_\_  
(Name)  
Signed by: \_\_\_\_\_, Partner  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

*If a Corporation:* \_\_\_\_\_  
(a \_\_\_\_\_ Corporation)  
Signed By: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

**EXTENSION OF AGREEMENT**  
**BETWEEN**  
**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**AND**  
**HOLLANDIA DAIRY, INC.**

Bid No. 1011-08 – Milk and Dairy Products called for an original 12-month contract period of March 10, 2011 through March 9, 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 Hollandia Dairy, Inc. pursuant to Bid No. 1011-08, shall be extended for the period March 10, 2013 through March 9, 2014, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on February 13, 2013.

The “not to exceed” amount on Agreement for Bid No. 1011-08 shall be increased to \$600,000 annually for additional milk and dairy products as requested by the District.

Except as set forth in this Extension Agreement, and Board approved on March 8, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

**Capistrano Unified School District**

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

Terry Fluent

Director, Purchasing

Date: \_\_\_\_\_

CONTRACTOR

**Hollandia Dairy, Inc.**

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Hollandia Dairy Inc.  
Milk and Dairy Products  
Bid No. 1011-08  
EXHIBIT A

	Product Code	Product Description	Brand name	Alternate Brand Name	Case Pack & Size	Bid Unit	Current Pricing 2012-2013 Unit Bid Price	Proposed Pricing 2013-2014 Unit Bid Price
1.	4585	Butter Chips	Any		1/90 count 5 lbs/cs	Case	\$10.55	\$11.73
2.	4612	Butter Print	Any		1/1 lb cs	Each 1 lb	\$2.10	\$ 2.33
3.	6133	Cheese American Sliced	Any	Pacific Cheeses	6/5 lbs converted to 5 lbs	Each 30 lbs Each 5 lbs	<del>\$35.66</del> \$ 5.94	0
					4/5 lbs/cs	Each 5 lbs		\$13.53
4.	5261	Cheese, Cheddar Shredded		Grenburg	1/30 lb converted to 5 lbs	Each 30 lbs Each 5 lbs	<del>\$42.00</del> \$10.50	0
					4/5 lbs	Each 5 lbs		\$15.35
5.	5739	Cheese, Feta		Athenos	2/4# tub	Tub	\$9.48	0
					2/4#-tub	Case- converted to Tub		<del>\$18.98</del> \$ 9.48
6.	5680  5675	Cheese, Mozzarella Shredded Lite	Any	Grenburg	1/30 lb/cs Converted to 5 lbs	Each 30 lb	<del>\$42.00</del> \$7.00	0
						Each 5 lbs		\$14.40
7.	5615	Cheese, String	Any	Suputo	96/1 oz/cs	Case	\$20.15	\$27.15
8.	9102	Cookies & Cream Bar	North Star SB 12 Compliant		2/doz/cs	Case	\$6.00	\$ 6.00
9.	2044	Cottage Cheese, Lowfat	Any	Hollandia Dairy	1/5 lb/cs	Each 5 lb case	\$11.4725	\$12.42
10.	5892	Cream Cheese Individual Cups	Any	Smithfield	100/3/4- oz/cs	Case	\$14.40	\$14.00
11.	1640	Creamer, Half & Half	Any	Hollandia Dairy	400/3/8- oz/cs	Case	\$11.86	\$12.09
12.	9103	Dream Bar	North Star SB 12 Compliant		2/doz/cs	Case	\$7.00	\$ 7.00
13.	3524	Dressing, 1000 Island		Rod's	1/gal/cs	Each Gal	discontinued	discontinued

Hollandia Dairy Inc.  
Milk and Dairy Products  
Bid No. 1011-08  
EXHIBIT A

	Product Code	Product Description	Brand name	Alternate Brand Name	Case Pack & Size	Bid Unit	Current Pricing 2012-2013 Unit Bid Price	Proposed Pricing 2013-2014 Unit Bid Price
14.	7025	Eggs, Large in Carton	Any	Hollandia Dairy	1/doz/cs	Per Doz	\$1.44	\$ 1.71
15.	9320	Fudge Bar	North Star SB 12 Compliant		1/2/doz/cs	Case	\$6.00	\$ 6.00
16.	3713	Juice, Orange 100 %	Any	Hollandia Dairy	1 1/2 gal	Gal	\$3.45	\$ 3.45
17.	3770	Juice, Orange 100 %	Any	Hollandia Dairy	105/4 oz carton	Each	\$0.1515	\$ 0.1515
18.	4013	Margarine	Any	Ventura Foods	1/9 lb/tub	9 lb Tub	\$13.85	\$13.75
19.	3474	Mayonnaise	Any	Ventura Foods	1/ 1 gal	Each	\$9.00	\$11.84
20.	3472	Mayonnaise	Any	Ventura Foods	1/4 gallon/cs	Case	\$34.00	\$38.56
21.	1400	Milk, Chocolate Non Fat	Any	Hollandia Dairy	70/8 oz carton/cs	Each	\$0.2032	\$ 0.2197
22.	1314	Milk, White Lowfat 1%	Any	Hollandia Dairy	1/1/2 gallon/cs	Each	\$2.1954	\$ 2.3216
23.	1322	Milk, White 1%	Any	Hollandia Dairy	70/8 oz carton/cs	Each	\$0.2105	\$ 0.2294
24.	1135	Milk, White, Whole Homogenize	Any	Hollandia Dairy	1/1 gal/cs	Each	\$2.457	\$ 3.15
25.	1185	Milk, Whole Homogenized	Any	Hollandia Dairy	4 oz. carton	Each	\$0.14850	\$ 0.1588
26.	7070	Milk, Soy	Any	Kikkoman	24/8.25 oz converted to oz. = 198 oz.	Each Per Oz	<del>\$0.800</del> \$0.0040	0
	7071			8 <sup>th</sup> Cont.	12/8 oz. converted to oz = 96 oz.	Each Per Oz	\$0.0080	\$ 0.0080
27.	9104	Mini Cone	North Star SB 12 Compliant		1/2-do/ cs	Case	\$7.60	\$ 7.60
28.	8968	Push Up, Orange Sherbet	Any	Hiland Roberts	1/2 doz/cs	Case	\$7.60	\$ 7.50

Hollandia Dairy Inc.  
Milk and Dairy Products  
Bid No. 1011-08  
EXHIBIT A

	Product Code	Product Description	Brand name	Alternate Brand Name	Case Pack & Size	Bid Unit	Current Pricing 2012-2013 Unit Bid Price	Proposed Pricing 2013-2014 Unit Bid Price
29.	9106	Push Up, Frog Spit	North Star SB 12 Compliant		1/2 doz/cs	Case	\$7.00	\$ 7.00
30.	9036 9037	Shape-Ups, 100% Juice Bar All Flavors	Minute Made	Minute Made	100/2.25 oz/cs	Case	\$17.95	\$19.15
31.	9297 9295 9296 9294	Sherbet, All Flavors Lime, Orange Pineapple Raspberry	Any	Wonder	2 doz/3 oz cup/cs	Case	\$5.75	\$ 5.75
32.	2167	Sour Cream	Any	Hollandia Dairy	1/1 pint/cs	Each	\$1.6081	\$ 1.7148
33.	2161	Sour Cream	Any	Hollandia Dairy	1/5 lb tub/cs	Tub	\$10.5335	\$11.067
34.	9100	Strawberry & Cream Bar	North Star SB 12 Compliant		1/2-doz/cs	Case	\$7.00	\$7.00
35.	9107	Juice Bar, Strawberry	North Star SB 12 Compliant		1/2-doz/cs	Case	\$7.00	\$ 7.00
36.	9404 9045 9046 9047 9048	Juice Bar, Whole Fruit, 100% Juice All Flavors	Any	Nutri Freeze Orange	1/2-doz/2 oz/cs  48/2.75 oz	Case	\$12.00	\$15.51
37.	9403	Juice Bar, Whole Fruit, 100% Juice, All Flavors	Any		1/2-doz/cs	Case	\$12.00	discontinued
38.	9342	Super Pops, All Flavors	Any	High Land Roberts	1/1 doz	Case	\$2.65	\$ 2.65
39.	9101	Vanilla Chocolate Bar	North Star SB 12 Compliant		1/2 doz/cs	Case	\$5.00	\$ 5.00
40.	9105	Vanilla Cream Sandwich	North Star SB 12 Compliant		1/2-doz/cs	Case	\$7.50	\$ 7.50
41.	2588 2576 2583	Strawberry Peach Straw/Bannana	Any	Land O Lakes	1/quart/cs	Each Quart	\$2.9683	\$ 3.0083
42.	2288 2250 2276	Strawberry Mix Berry Peach	Yoplait		12/6 oz/cs	Case	\$10.00	\$ 9.4908



# CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675  
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

**BOARD OF TRUSTEES**  
GARY PRITCHARD, PH. D.  
PRESIDENT

JOHN M. ALPAY  
VICE PRESIDENT

LYNN HATTON  
CLERK

ELLEN M. ADDONIZIO

JACK R. BRICK

ANNA BRYSON

SUE PALAZZO

**SUPERINTENDENT**  
JOSEPH M. FARLEY, ED.D.

December 17, 2012

Mr. Lee Hodge  
General Manager  
Hollandia Dairy, Inc.  
622 Mission Road  
San Marcos, CA 92069

**Subject: Bid No. 1011-08 – Milk and Dairy Products**

Dear Mr. Hodge:

Your current contract for milk and dairy products to the Capistrano Unified School District, as referenced above, will expire on March 9, 2013.

Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to reduce your fees for services by 10% for the renewal period March 10, 2013 through March 9, 2014. A copy of your current contract pricing is enclosed for your review. Please use the provided form to list your proposed 2013-2014 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 and your proposed pricing for 2013-2014 on the form provided must be received by January 7, 2013.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Debbie Henningsen  
Buyer

enc.





December 20, 2012

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

Subject: Bid No. 1011-08 – Milk and Dairy Products

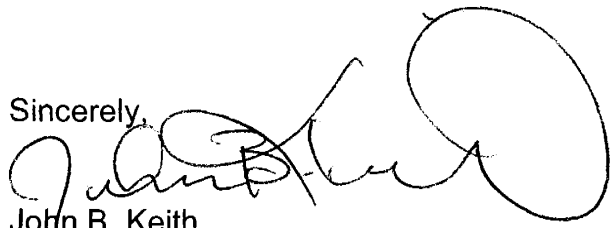
Dear Ms. Henningsen,

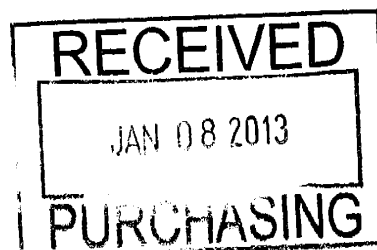
Thank you for allowing Hollandia Dairy, Inc. the opportunity of being your dairy supplier for the 2012-2013 school year. We appreciate your business and value you as our customer.

Hollandia Dairy, Inc. looks forward to renewing the contract for the 2013-2014 school year. Enclosed you will find our proposed pricing effective January 1, 2013, based on CDFA monthly class change.

If you have any questions, please contact me at (760) 744-3222 ext. 101.

Sincerely,

  
John B. Keith  
General Manager



Hollandia Dairy Inc.  
Milk and Dairy Products

	Product Code	Product Description	Brand name	Alternate Brand Name	Case Pack & Size	Bid Unit	Unit Bid Price	Current Pricing 2012-2013 Unit Bid Price	Proposed Pricing 2013-2014 Unit Bid Price
1.	4585	Butter Chips	Any	Darigold	1/90 count 5 lbs/cs	Case	\$11.215	\$10.55	11.7375
2.	4612	Butter Print	Any	Darigold	1/1 lb cs 30/cs	Each 1 lb	\$3.00	\$2.10	2.3375
3.	6133	Cheese American Sliced	Any	Pacific Cheeses- 20 lb case	<del>6/5 lbs/cs</del> 4 1/2 lb/cs	<del>Each 30 lbs</del> Each 5 lb 20 lbs	\$33.60 per case	\$35.66	54.10 per case
4.	5261	Cheese, Cheddar Shredded		Grenburg	<del>1/30 lb/cs</del> 5 lb/4/cs	<del>Each 30 lbs</del> Each 5 lb	\$40.00	\$42.00	15.35 each
5.	5739	Cheese, Feta		Aethenos	2/4# tub	Tub	\$9.480	\$9.48	18.98 per case
6.	<del>5680</del> 5075	Cheese, Mozzarella Shredded <del>Lite</del>	Any	Grenburg	<del>1/30 lb/cs</del> 5 # bag 4/cs	<del>Each 30 lb</del> Each	\$40.000	\$42.00	14.40
7.	5615	Cheese, String	Any	Suputo	96/1 oz/cs	Case	\$19.750	\$20.15	27.15
8.	9102	Cookies & Cream Bar	North Star SB 12 Compliant		2/doz/cs	Case	\$6.000	\$6.00	6.00
9.	2044	Cottage Cheese, Lowfat	Any	Hollandia Dairy	1/5 lb/cs	Each 5 lb case	\$10.168	\$11.4725	12.425
10.	5892	Cream Cheese Individual Cups	Any	Smithfield	100/3/4-oz/cs	Case	\$13.750	\$14.40	14.00
11.	1640	Creamer, Half & Half	Any	Hollandia Dairy	400/3/8-oz/cs	Case	\$11.20	\$11.86	12.9165
12.	9103	Dream Bar	North Star SB 12 Compliant		2/doz/cs	Case	\$7.00	\$7.00	7.00
13.	3524	Dressing, 1000 Island		Rod's	1/gal/cs	Each Gal	\$11.240	discontinued	discun.
14.	7025	Eggs, Large in Carton	Any	Hollandia Dairy	1/doz/cs	Per doz	\$1.360	\$1.44	1.71
15.	9320	Fudge Bar	North Star SB 12 Compliant		1/2/doz/cs	Case	\$6.00	\$6.00	6.00
16.	3713	Juice, Orange 100 %	Any	Hollandia Dairy	1 1/2 gal	Gal	\$3.25	\$3.45	3.45
17.	3770	Juice, Orange 100 %	Any	Hollandia Dairy	105/4 oz carton	Each	\$0.135	\$0.1515	.1515

Hollandia Dairy Inc.  
Milk and Dairy Products  
Bid No. 1011-08

	Product Code	Product Description	Brand name	Alternate Brand Name	Case Pack & Size	Bid Unit	Unit Bid Price	Proposed 2012-2013 Unit Bid Price	Proposed Pricing 2013-2014 Unit Bid Price
18.	4013	Margarine	Any	Ventura Foods	1/9 lb/tub	9 lb tub	\$14.50	\$13.85	13.7575
19.	3474	Mayonnaise	Any	Ventura Foods	1/1 gal	Each	\$9.00	\$9.00	11.84
20.	3472	Mayonnaise	Any	Ventura Foods	1/4 gallon/cs	Case	\$34.00	\$34.00	38.56
21.	1400	Milk, Chocolate Non Fat	Any	Hollandia Dairy	70/8 oz carton/cs	Each	\$0.169	\$0.2032	.2197
22.	1314	Milk, White Lowfat 1%	Any	Hollandia Dairy	1/1/2 gallon/cs	Each	\$2.010	\$2.1954	2.3216
23.	1322	Milk, White 1%	Any	Hollandia Dairy	70/8 oz carton/cs	Each	\$0.180	\$0.2105	.2294
24.	1135	Milk, White, Whole Homogenize	Any	Hollandia Dairy	1/1 gal/cs	Each	\$2.050	\$2.457	3.15
25.	1185	Milk, Whole Homogenized	Any	Hollandia Dairy	4 oz. carton	Each	\$0.135	\$0.14850	.1588
26.	<del>7070</del> 7071	Milk, Soy	Any	Kikkoman 2 <sup>nd</sup> cont.	<del>24/8.25 oz</del> 12/8oz	Each	\$0.800	\$0.800	.80
27.	9104	Mini Cone	North Star SB 12 Compliant		1/2-do/ez/cs	Case	\$7.60	\$7.60	7.60
28.	8968	Push Up, Orange Sherbet	Any	Hiland Roberts	1/2 doz/cs	Case	\$7.500	\$7.60	7.50
29.	9106	Push Up, Frog Spit	North Star SB 12 Compliant		1/2 doz/cs	Case	\$7.000	\$7.00	7.00
30.	9036 9037	Shape-Ups, 100% Juice Bar All Flavors	Minute Made	Minute Made	100/2.25 oz/cs	Case	\$17.950	\$17.95	19.15
31.	9297 9295 9296 9294	Sherbet, All Flavors Lime, Orange Pineapple Raspberry	Any	Wonder	2 doz/3 oz cup/cs	Case	\$5.750	\$5.75	5.75
32.	2167	Sour Cream	Any	Hollandia Dairy	1/1 pint/cs	Each	\$1.500	\$1.6081	1.748
33.	2161	Sour Cream	Any	Hollandia Dairy	1/5 lb tub/cs	Tub	\$10.000	\$10.5335	11.067
34.	9100	Strawberry & Cream Bar	North Star SB 12 Compliant		1/2-do/ez/cs	Case	\$7.000	\$7.00	7.00

Hollandia Dairy Inc.  
Milk and Dairy Products  
Bid No. 1011-08

	Product Code	Product Description	Brand name	Alternate Brand Name	Case Pack & Size	Bid Unit	Unit Bid Price	Proposed 2012-2013 Unit Bid Price	Proposed Pricing 2013-2014 Unit Bid Price
35.	9107	Juice Bar, Strawberry	North Star SB 12 Compliant		1/2-doz/cs	Case	\$7.000	\$7.00	7.00
36.	9401 9045 9046 9047 9048	Juice Bar, Whole Fruit, 100% Juice All Flavors	Any	Nutri Freeze Orange	1/2-doz/2 oz/cs 48/2.75 oz	Case	\$12.000	\$12.00	15.51
37.	9403	Juice Bar, Whole Fruit, 100% Juice, All Flavors	Any		1/2-doz/cs	Case	\$12.00	\$12.00	disc.
38.	9342	Super Pops, All Flavors	Any	High Land Roberts	1/1 doz	Case	\$2.650	\$2.65	2.65
39.	9101	Vanilla Chocolate Bar	North Star SB 12 Compliant		1/2 doz/cs	Case	\$5.000	\$5.00	5.00
40.	9105	Vanilla Cream Sandwich	North Star SB 12 Compliant		1/2-doz/cs	Case	\$7.500	\$7.50	7.50
41.	2588 2576 2583	Strawberry Peach Straw/Bannana	Any	Land O Lakes	1/quart/cs	Each Quart	\$2.850	\$2.9683	3.0083
42.	2288 2250 2276	Strawberry Mix Berry Peach	Yoplait		12/6 oz/cs	Case	\$10.000	\$10.00	9.4958

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:

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Est. Yearly Usage	Case Pack & Size	Bid Unit	Unit Bid Price	Note If Product is W.D.D.
1.	4585	Butter Chips	Any <i>DAIRYLAND</i>		6 cases	190 count 5 lbs/cs	Case <i>5 pounds/case</i>	\$ <i>11.215</i>	<i>W.D.D.</i>
2.	4602	Butter, Print	Any <i>DAIRYLAND</i>		2 pounds	1/1 lb/cs	Each 1 lb	\$ <i>3.00</i>	<i>W.D.D.</i>
3.	6133	Cheese, American Sliced	Any <i>PACIFIC CHEESE</i>		20 cases	6/5 lbs/cs <i>4/520/cs</i>	Each 30 lb case <i>20 pound CASE</i>	\$ <i>33.60</i>	<i>W.D.D.</i>
4.	5261	Cheese, Cheddar Shredded	Any <i>EMERALD</i>		10 cases	1/30 lbs/cs <i>4/520/cs</i>	Each 30 lb case <i>20 pound CASE</i>	\$ <i>40.00</i>	<i>W.D.D.</i>

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Est. Yearly Usage	Case Pack & Size	Bid Unit	Unit Bid Price	Note If Product is W.D.D.
5.	5739	Cheese, Feta	Any ATHENS		18 tubs	8/tubs/cs 2/4#cs 1.1/4#cs	Tub	\$ 9.48	W.D.D.
6.	5680	Cheese, Mozzarella Shredded Lite	Any GREENBURY		10 cases	1/30 lbs/cs 4/5lb/cs	Each 30 lb case 20 round CASE	\$ 40.00	W.D.D.
7.	5615	Cheese, String	Any SARATE		25 cases	168/1 oz/cs 96/1lb/cs	Case	\$ 19.75	W.D.D.
8.	9102	Cookies & Cream Bar	North Star SB 12 Compliant		22 cases	2/doz/cs	Case	\$ 6.00	
9.	2044	Cottage Cheese, Lowfat	Any HOLLAND DAIRY		5 cases	1/5 lb/cs	Each 5 lb case	\$ 10.168	
10.	5892	Cream Cheese Individual Cups	Any SANTITAS		663 cases	100/3/4-oz/cs	Case	\$ 13.15	W.D.D.

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Est. Yearly Usage	Case Pack & Size	Bid Unit	Unit Bid Price	Note If Product is W.D.D.
11.	1640	Creamer, Half & Half	Any <i>Holland Dairy</i>		13 cases	400/3/8-oz/cs	Case	\$  11.20	
12.	9103	Dream Bar	North Star SB 12 Compliant		22 cases	2/doz/cs	Case	\$  7.00	
13.	3524	Dressing, 1000 Island	Any <i>Reels</i>		27 gallons	1/gal/cs	Each gallon	\$  11.24	WDD
14.	7025	Eggs, Large in Carton	Any <i>Holland Dairy</i>		*27 cartons	1/doz/cs	Per doz	\$  1.36	WDD
15.	9320	Fudge Bar	North Star SB 12 Compliant		244 cases	1/2/doz/cs	Case	\$  6.00	
16.	3713	Juice, Orange 100%	Any <i>Holland Dairy</i>		68 gallons <i>1/2 GAL</i>	1/1/2 gallon/cs	Each gallon	\$  3.25	

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Est. Yearly Usage	Case Pack & Size	Bid Unit	Unit Bid Price	Note If Product is W.D.D.
17.	3770	Juice, Orange 100%	Any <i>Holland Dairy</i>		32,760 each	105/4 oz carton/cs	Each	\$ <i>1.35</i>	
18.	4013	Margarine	Any <i>VENTURA FEEDS</i>		1 tub	1/9lb/tub	9 lb Tub	\$ <i>14.50</i>	<i>W.D.D.</i>
19.	3474	Mayonnaise	Any <i>VENTURA FEEDS</i>		27 gallons	1/1 gallon/cs	Each gallon	\$ <i>9.00</i>	<i>W.D.D.</i>
20.	3472	Mayonnaise	Any <i>VENTURA FEEDS</i>		28 gallons	1/4 gallon/cs	Case	\$ <i>34.00</i>	<i>W.D.D.</i>
21.	1400	Milk, Chocolate Nonfat	Any <i>Holland Dairy</i>		11,426 cases	70/8 oz carton/cs	Each	\$ <i>.169</i>	
22.	1314	Milk, White Lowfat 1%	Any <i>Holland Dairy</i>		66 cases	1/1/2 gallon/cs	Each	\$ <i>2.0104</i>	
23.	1322	Milk, White 1%	Any <i>Holland Dairy</i>		2,342 cases	70/8 oz carton/cs	Each	\$ <i>.18</i>	



Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Est. Yearly Usage	Case Pack & Size	Bid Unit	Unit Bid Price	Note If Product is W.D.D.
24.	1135	Milk, White, Whole Homogenize	Any <i>Holland Dairy</i>		19 cases	1/1 gallon/cs	Each gallon	\$  2.05	
25.	1185	Milk, Whole Homogenize	Any <i>Holland Dairy</i>		1800 each carton	4 oz carton/cs	Each	\$  .135	
26.	7070	Milk, Soy	Any <i>Kikkoman</i>		50 cartons	70/8 oz cartons/cs <i>24/8.25 CASE</i>	Each	\$  .80	
27.	9104	Mini Cone	North Star SB 12 Compliant		239 cases	1/2 doz/cs	Case	\$  7.60	
28.	8968	Push Up, Orange Sherbet	Any <i>Holland Rebekas</i>		510 cases	1/2 doz/cs	Case	\$  7.50	
29.	9106	Push Up, Frog Split	North Star SB 12 Compliant		510 cases	1/2 doz/cs	Case	\$  7.00	

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Est. Yearly Usage	Case Pack & Size	Bid Unit	Unit Bid Price	Note If Product is W.D.D.
30.	9036 9037	Shape-Ups, 100 % Juice Bar-All Flavors <i>Vanilla Sourapple</i>	Minute Made		49 cases	100/2.25 oz/cs <i>100/200/ CASE</i>	Case	\$ <i>17.95</i>	
31.	9297 9295 9296 9294	Sherbet, All Flavors <i>LIME ORANGE Pineapple Raspberry</i>	Any <i>Minute ICE CREAM</i>		3,441 cases	2 doz/3 oz cup/cs	Case	\$ <i>5.75</i>	
32.	2167	Sour Cream	Any <i>Heldmann Dairy</i>		10 cases	1/1 pint/cs	Each pint	\$ <i>1.50</i>	
33.	2161	Sour Cream	<i>Heldmann Dairy</i>		2 cases	1/5 lb tub/cs	Tub	\$ <i>10.00</i>	
34.	9100	Strawberry & Cream Bar	North Star SB 12 Compliant		50 cases	1/2 doz/cs	Case	\$ <i>7.00</i>	
35.	9107	Juice Bar, Strawberry	North Star SB 12 Compliant		50 cases	1/2 doz/cs	Case	\$ <i>7.00</i>	

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Est. Yearly Usage	Case Pack & Size	Bid Unit	Unit Bid Price	Note If Product is W.D.D.
36.	9401	Juice Bar, Whole Fruit, 100% Juice, All Flavors CRAUSE	Any Nutri FREEZE		50 cases	1/2 doz / 3 oz/cs 48/2.75/cs CASE	Case	\$ 12.00	
37.	9403	Juice Bar, Whole Fruit, 100% Juice, All Flavors SOUR CHERRY	Any Nutri FREEZE		50 cases	1/2 doz / 3 oz/cs 48/2.75/cs CASE	Case	\$ 12.00	
38.	9342	Super Pops, All Flavors	Any Hybrid-Rebites		765 cases	1/2 doz/cs 111 doz CASE	Case	\$ 2.65	
39.	9101	Vanilla & Chocolate Bar	North Star SE 12 Compliant		49 cases	1/2 doz/cs	Case	\$ 5.00	
40.	9105	Vanilla Ice Cream Sandwich	North Star SE 12 Compliant		10 cases	1/1 doz/cs 1/2 doz/cs	Case	\$ 7.50	
41.	2588 5lb 2576 10lb 2533 5lb	Yogurt, All Flavors	Any Hybrid 10lb		24 cases	1/quart/cs	Each quart	\$ 2.85	

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Est. Yearly Usage	Case Pack & Size	Bid Unit	Unit Bid Price	Note If Product is W.D.D.
42.	2288 2250 2276	Yogurt, All Flavors <i>straw</i> <i>vanilla</i> <i>peach</i>	Yoplait		106 cases	12/6 oz/cs	Case	\$ <i>107.00</i>	

- 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 LEE HEDGE whose title is General Manager 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, 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, LEE HEDGE the GENERAL MANAGER (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: HOLLAND DAIRY, INC.

Signed by: [Signature]

Date: 1-11-11

Business Address: 622 EAST MISSISSIPPI  
SAN MARCOS CA 92069

PARTNERSHIP

Name: \_\_\_\_\_

Signed by: \_\_\_\_\_ Partner

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

Other Partners: \_\_\_\_\_

CORPORATION

Name: HOLLANDIA DAIRY, INC

(a CALIFORNIA Corporation\*)

Business Address: 622 E. MISSION ROAD  
SAN MARCOS CA 92069

Signed by: [Signature], President\*\*

Dated: 1-11-11

\* 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: Terry Fluent

Print Name: Terry Fluent

Title: Director, Purchasing

Date: March 9, 2011

CONTRACT TERM

The term of this base contract is for one year beginning March 10, 2011 through March 9, 2012, with two (2) one-year renewal terms at the option of the Board of Trustees.

**EXTENSION OF AGREEMENT**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**HOLLANDIA DAIRY, INC.**

Bid No. 1011-08 – Milk and Dairy Products called for an original 12-month contract period of March 10, 2011 through March 9, 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 Hollandia Dairy, Inc. pursuant to Bid No. 1011-08, shall be extended for the period March 10, 2012 through March 9, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on February 13, 2011.

Except as set forth in this Extension Agreement, and Board approved on March 8, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

**Capistrano Unified School District**

**Hollandia Dairy, Inc.**

By: *Terry Fluent*  
Signature

By: *[Signature]*  
Signature

Terry Fluent

LEE HEDGE  
Print Name

Director, Purchasing

General Manager  
Title

Date: 4/3/12

Date: 3-30-12



# Exhibit A

Hollandia Dairy Inc.  
Milk and Dairy Products  
Bid No. 1011-08

	Product Code	Product Description	Brand name	Alternate Brand Name	Est. Yearly Usage	Case Pack & Size	Bid Unit	Unit Bid Price	Proposed 2012-2013 Unit Bid Price
1.	4585	Butter Chips	Any		6	1/90 count 5 lbs/cs	Case	\$11.215	\$10.55
2.	4612	Butter Print	Any		2	1/1 lb cs	Each 1 lb	\$3.00	\$2.10
3.	6133	Cheese American Sliced	Any	Pacific Cheeses- 20 lb case	20	6/5 lbs/cs	Each 30 lbs	\$33.60 per case	\$35.66
4.	5261	Cheese, Cheddar Shredded		Grenburg	15	1/30 lb/cs	Each 30 lbs	\$40.00	\$42.00
5.	5739	Cheese, Feta		Aethenos		2/4# tub	Tub	\$9.480	\$9.48
6.	5680	Cheese, Mozzarella Shredded Lite	Any	Grenburg	15	1/30 lb/cs	Each 30 lb	\$40.000	\$42.00
7.	5615	Cheese, String	Any	Suputo	25	96/1 oz/cs	Case	\$19.750	\$20.15
8.	9102	Cookies & Cream Bar	North Star SB 12 Compliant		22	2/doz/cs	Case	\$6.000	\$6.00
9.	2044	Cottage Cheese, Lowfat	Any	Hollandia Dairy	5	1/5 lb/cs	Each 5 lb case	\$10.168	\$11.4725
10.	5892	Cream Cheese Individual Cups	Any	Smithfield	663	100/3/4- oz/cs	Case	\$13.750	\$14.10
11.	1640	Creamer, Half & Half	Any	Hollandia Dairy	13	400/3/8- oz/cs	Case	\$11.20	\$11.86
12.	9103	Dream Bar	North Star SB 12 Compliant		22	2/doz/cs	Case	\$7.00	\$7.00
13.	3524	Dressing, 1000 Island		Rod's	27	1/gal/cs	Each Gal	\$11.240	discontinuec
14.	7025	Eggs, Large in Carton	Any	Hollandia Dairy	27	1/doz/cs	Per doz	\$1.360	\$1.44
15.	9320	Fudge Bar	North Star SR 12 Compliant		244	1/2/doz/cs	Case	\$6.00	\$6.00
16.	3713	Juice, Orange 100 %	Any	Hollandia Dairy	68	1 1/2 gal	Gal	\$3.25	\$3.45
17.	3770	Juice, Orange 100 %	Any	Hollandia Dairy	32760	105/4 oz carton	Each	\$0.135	\$0.1515

Hollandia Dairy Inc.  
Milk and Dairy Products  
Bid No. 1011-08

	Product Code	Product Description	Brand name	Alternate Brand Name	Est. Yearly Usage	Case Pack & Size	Bid Unit	Unit Bid Price	Proposed 2012-2013 Unit Bid Price
18.	4013	Margarine	Any	Ventura Foods	1	1/9 lb/tub	9 lb tub	\$14.50	\$13.85
19.	3474	Mayonnaise	Any	Ventura Foods	27	1/ 1 gal	Each	\$9.00	\$9.00
20.	3472	Mayonnaise	Any	Ventura Foods	28 gallons	1/4 gallon/cs	Case	\$34.00	34.00
21.	1400	Milk, Chocolate Non Fat	Any	Hollandia Dairy	11,426 cases	70/8 oz carton/cs	Each	\$0.169	\$0.2032
22.	1314	Milk, White Lowfat 1%	Any	Hollandia Dairy	66	1/1/2 gallon/cs	Each	\$2.010	\$2.1954
23.	1322	Milk, White 1%	Any	Hollandia Dairy	163,940	70/8 oz carton/cs	Each	\$0.180	\$0.2105
24.	1135	Milk, White, Whole Homogenize	Any	Hollandia Dairy	19	1/1 gal/cs	Each	\$2.050	\$2.457
25.	1185	Milk, Whole Homogenized	Any	Hollandia Dairy	1800	4 oz. carton	Each	\$0.135	\$0.14850
26.	7070 7071	Milk, Soy	Any	Kikkoman	50	24/8.25 oz 12/cs 8 oz	Each Each	\$0.800 \$0.800	\$0.800
27.	9104	Mini Cone	North Star SB 12 Compliant		239	1/2-do/ cs	Case	\$7.60	\$7.60
28.	8968	Push Up, Orange Sherbet	Any	Hiland Roberts	510	1/2 doz/cs	Case	\$7.500	\$7.60
29.	9106	Push Up, Frog Spit	North Star SB 12 Compliant		510	1/2 doz/cs	Case	\$7.000	\$7.00
30.	9036 9037	Shape-Ups, 100% Juice Bar All Flavors	Minute Made	Minute Made	49	100/2.25 oz/cs	Case	\$17.950	\$17.95
31.	9297 9295 9296 9294	Sherbet, All Flavors Lime, Orange Pineapple Raspberry	Any	Wonder	3441	2 doz/3 oz cup/cs	Case	\$5.750	\$5.75
32.	2167	Sour Cream	Any	Hollandia Dairy	10	1/1 pint/cs	Each	\$1.500	\$1.6091
33.	2161	Sour Cream	Any	Hollandia Dairy	2	1/5 lb tub/cs	Tub	\$10.000	\$10.5335
34.	9100	Strawberry & Cream Bar	North Star SB 12 Compliant		50	1/2-do/ cs	Case	\$7.000	\$7.00

Hollandia Dairy Inc.  
Milk and Dairy Products  
Bid No. 1011-08

	Product Code	Product Description	Brand name	Alternate Brand Name	Est. Yearly Usage	Case Pack & Size	Bid Unit	Unit Bid Price	Proposed 2012-2013 Unit Bid Price
35.	9107	Juice Bar, Strawberry	North Star SB 12 Compliant		50	1/2-doz/cs	Case	\$7.000	\$7.00
36.	9401	Juice Bar, Whole Fruit, 100% Juice All Flavors	Any	Nutri Freeze Orange	50	1/2-doz/2 oz/cs 48/2.75 oz	Case	\$12.000	\$12.00
37.	9403	Juice Bar, Whole Fruit, 100% Juice, All Flavors	Any		50	1/2-doz/cs	Case	\$12.00	\$12.00
38.	9342	Super Pops, All Flavors	Any	High Land Roberts	765	1/1 doz	Case	\$2.650	\$2.65
39.	9101	Vanilla Chocolate Bar	North Star SB 12 Compliant		49	1/2 doz/cs	Case	\$5.000	\$5.00
40.	9105	Vanilla Cream Sandwich	North Star SB 12 Compliant		10	1/2-doz/cs	Case	\$7.500	\$7.50
41.	2588 2576 2583	Strawberry Peach Straw/Bannana	Any	Land O Lakes	24	1/quart/cs	Each Quart	\$2.850	\$2.9683
42.	2288 2250 2276	Strawberry Mix Berry Peach	Yoplait		106	12/6 oz/cs	Case	\$10.000	\$10.00

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 13, 2013  
Classified Employees

**ACCEPT RESIGNATIONS/TERMINATIONS**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Baba, Nicholas	Walk on Coach	District Initiated	11/29/2010	01/31/2013
2. Bowen, Lena	Inst Asst-Sp Ed	Other Employment	09/05/2006	02/02/2013
3. Coleman, Monica	Student Supvr	Personal	01/12/2009	01/01/2013
4. Dunncliffe, Ashley	ASB Worker	District Initiated	02/27/2009	01/31/2013
5. Ferner, David	ASB Worker	District Initiated	02/16/2009	01/24/2013
6. Goodwin, Vicki	Sub Inst Asst	Voluntary	02/01/2006	01/28/2013
7. Kawafuchi, Denise	Student Supvr	Voluntary	10/01/2012	01/08/2013
8. Kincaid, Alex	IF-Sp Ed	Voluntary	01/22/2013	01/23/2013
9. Lower, Daniel	Sub IF-Sp Ed	District Initiated	09/08/2009	01/24/2013
10. McLean, Kristopher	ASB Worker	District Initiated	09/07/2009	01/31/2013
11. Moore, Cynthia	LVN	Voluntary	03/13/2012	03/21/2012
12. Munayyer, Adell	Sub Student Supvr	District Initiated	02/15/2005	01/31/2013
13. Okane, Monika	Sub Job Tech	District Initiated	10/09/2012	01/24/2013
14. Pasqualetto, Zachary	ASB Worker	District Initiated	02/16/2009	01/31/2013
15. Perez, Elias	ASB Worker	District Initiated	02/04/2012	01/31/2013
16. Redd, Ikram	Sub Presch Teacher	District Initiated	09/01/2010	01/24/2013
17. Reynolds, Drew	ASB Worker	District Initiated	02/16/2009	01/24/2013
18. Shumate, Lysa	Student Supvr	Voluntary	02/15/2005	02/05/2013
19. Spohn, Michael	ASB Worker	District Initiated	02/16/2009	01/17/2013
20. Voight, Kerry	Inst Asst-Sp Ed Presch	Personal	04/10/2000	01/17/2013
21. Wasmund, Marsha	HS Campus Supvr	Personal	09/23/1992	01/31/2013
22. Whelchel, Yvette	Inst Asst-Presch	Education	08/31/2006	02/12/2013

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
23. Avila, Andrea	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	02/14/2013
24. Bonsangue, Dawnell	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	02/14/2013
25. Eshaiker, Nahid	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	02/14/2013
26. Farley, Lynn	Blngl Inst Asst-Presch (9.5mo/17.5hpw)	\$15.54 hr	R24-1	02/14/2013
27. Jacoby, Cyrena	Health Asst (9.5mo/17.5hpw)	\$18.45 hr	R27-3	02/14/2013
28. Kay, Lynn	IF-Sp Ed (9.5mo/30hpw)	\$14.79 hr	R22-1	02/14/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 13, 2013  
Classified Employees

**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
29. Keniston, Kelsey	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	02/14/2013
30. Kruger, Melissa	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	02/14/2013
31. Nilson-Bademi, Joanna	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	02/14/2013
32. Perrego, Nicole	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	02/14/2013
33. Schwab, Diana	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	02/14/2013
34. Sole Almodovar, Natalia	Inst Asst (9.5mo/15hpw)	\$13.74 hr	R19-1	02/14/2013
35. Stewart, Laura	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	02/14/2013
36. Ventura, John	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	02/14/2013
37. Winn, Caroline	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	02/14/2013
<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
38. Alexander, Desiree	IF-Sp Ed	\$14.79 hr	R22-1	02/14/2013
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	
39. Amani, Fatima	IF-Sp Ed	\$14.79 hr	R22-1	02/14/2013
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	
40. Arroyo, Hugo	Custodian I	\$16.33 hr	R26-1	02/14/2013
41. Becker, Estela	Student Supvr	\$10.00 hr		02/14/2013
42. Cherf, April	Student Supvr	\$10.00 hr		02/14/2013
43. Coleman, Monica	Student Supvr	\$10.00 hr		02/14/2013
44. Denayer, Pamela	Student Supvr	\$10.00 hr		02/14/2013
45. Haq, Farah	IF-Sp Ed	\$14.79 hr	R22-1	02/14/2013
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	
46. Jabczenski, Sherie	Student Supvr	\$10.00 hr		02/14/2013
47. Johnson, Danielle	IF-Sp Ed	\$14.79 hr	R22-1	02/14/2013
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 13, 2013  
Classified Employees

**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
48. Kawafuchi, Denise	Student Supvr	\$10.00 hr		02/14/2013
49. Kincaid, Alex	IF-Sp Ed	\$14.79 hr	R22-1	02/14/2013
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	
50. Kruger, Melissa	IF-Sp Ed	\$14.79 hr	R22-1	02/14/2013
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	
51. Kurdmisto, Tameem	IF-Sp Ed	\$14.79 hr	R22-1	02/14/2013
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	
52. Lakshminarayana, Namitha	IF-Sp Ed	\$14.79 hr	R22-1	02/14/2013
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	
53. Ljoka, Quinn	IF-Sp Ed	\$14.79 hr	R22-1	02/14/2013
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	
54. Madkins, Monique	IF-Sp Ed	\$14.79 hr	R22-1	02/14/2013
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	
55. O'Keefe, Megan	IF-Sp Ed	\$14.79 hr	R22-1	02/14/2013
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	
56. Ohlinger, Susan	IF-Sp Ed	\$14.79 hr	R22-1	02/14/2013
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	
57. Robbins, Delia	IF-Sp Ed	\$14.79 hr	R22-1	02/14/2013
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	
58. Sadek, Caesar	Sch Bus Driver	\$17.48 hr	R28-1	02/14/2013
59. Senate, Milisa	Opportunity Asst	\$15.54 hr	R24-1	11/08/2012
60. Shumate, Lysa	Student Supvr	\$10.00 hr		02/14/2013
61. Sibby, Katelyn	IF-Sp Ed	\$14.79 hr	R22-1	02/14/2013
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 13, 2013  
Classified Employees

**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
62. Aguirre Pedraza, Oralia	Student Supvr	\$10.00 hr	02/14/2013
63. Bahadori, Areya	Student Worker	\$ 8.00 hr	12/04/2012-06/30/2013
64. Johannes, Scott	Sch Bus Driver Trainer	\$ 8.00 hr	08/13/2012-08/14/2012
65. Mihalich, Kelli	Student Supvr	\$10.00 hr	02/14/2013
66. Mocklin, Tyler	Student Worker	\$ 8.00 hr	12/04/2012-06/30/2013
67. Nelson, Christopher	Student Worker	\$ 8.00 hr	01/01/2013-06/30/2013
68. Smith, Cayla	Student Supvr	\$10.00 hr	02/14/2013

**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
69. Abney, Kelly	Swimming, Girls Varsity (Asst)	Capistrano Valley HS	\$2,609.00	02/23/2013-05/03/2013
70. Arneson, Jim	Basketball, Girls Varsity (Head)	Tesoro HS	\$3,478.00	11/19/2012-02/08/2013
71. Awender, Richard	Baseball, Varsity (Asst)	Capistrano Valley HS	\$3,044.00	02/23/2013-05/10/2013
72. Dedmon, Kristen	Softball, Varsity (Head)	Capistrano Valley HS	\$3,478.00	02/23/2013-05/10/2013
73. Dorry, Brian	Lacrosse, Boys Varsity (Head)	Dana Hills HS	\$3,261.00	02/18/2013-05/10/2013
74. Fisher, Kylie	Pep Squad, High School	Aliso Niguel HS	\$3,044.00	09/05/2012-06/01/2013
75. Kendrick, Marc	Softball, Varsity (Asst)	Capistrano Valley HS	\$3,044.00	02/23/2013-05/10/2013
76. Lewis, Courtney	Soccer, Girls Varsity (Asst)	Tesoro HS	\$2,609.00	11/19/2012-02/08/2013
77. Machado, Terri	Tennis, Boys Varsity (Head)	Capistrano Valley HS	\$3,261.00	02/18/2013-05/03/2013
78. Matsushima, Maxx	Swimming, Boys Varsity (Asst)	Capistrano Valley HS	\$2,609.00	02/23/2013-05/03/2013
79. Morgan, Jeffrey	Wrestling, Varsity (Asst)	Capistrano Valley HS	\$2,609.00	11/19/2012-02/08/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 13, 2013  
Classified Employees

**APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
80. Murray, Chris	Soccer, Boys Varsity (Asst)	San Clemente HS	\$2,609.00	11/05/2012- 02/08/2013
81. Schmit-Kallas, Joel	Lacrosse, Boys Varsity (Head)	Capistrano Valley HS	\$3,261.00	02/23/2013- 05/10/2013
82. Sherry, Richard	Water Polo, Girls Varsity (Asst)	Tesoro HS	\$2,609.00	11/19/2012- 02/08/2013
83. Wierema, Kelly	Trainer	Aliso Niguel HS	\$3,478.00	09/05/2012- 06/01/2013
84. Zamora, Robert	Baseball, Varsity (Head)	Capistrano Valley HS	\$3,478.00	02/23/2013- 05/10/2013

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
85. Anderle III, Robert	Baseball, JV (Asst)	Aliso Niguel HS	\$3,350.00	01/07/2013- 05/03/2013
86. Andrew, Caroline	Drama, Lighting Designer	Aliso Niguel HS	\$ 200.00	02/01/2013- 04/30/2013
87. Bairam, Eddie	Soccer, Girls Strength/Conditioning	Capistrano Valley HS	\$1,200.00	09/07/2012- 11/02/2013
88. Cooper, Trenton	Lacrosse, Weight Lifting/Training	Aliso Niguel HS	\$7,000.00	11/13/2012- 01/30/2013
89. Cunningham, Bennie	Cheer	San Clemente HS	\$8,400.00	01/08/2013- 06/12/2013
90. Donaldson, Mark	Track, (Asst)	Tesoro HS	\$2,200.00	02/23/2012- 05/03/2013
91. Hammer, Joey	Water Polo, Boys	Aliso Niguel HS	\$2,000.00	01/08/2013- 05/01/2013
92. Jackson Jr., Eugene	Basketball, Girls (Asst)	Tesoro HS	\$2,174.05	11/19/2012- 02/08/2013
93. Justice, Brian	Basketball, Boys (Asst)	San Clemente HS	\$2,000.00	11/05/2012- 02/09/2013
94. Keeler, Jeremiah	Soccer, Boys Varsity (Asst)	Tesoro HS	\$2,608.86	11/19/2012- 02/08/2013
95. Leigh, Lex	Drama, Vocal Director	Aliso Niguel HS	\$3,000.00	02/01/2013- 04/30/2013



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 13, 2013  
Classified Employees

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
96. Mika III, John	Basketball, Boys (Asst)	Tesoro HS	\$2,174.05	11/19/2012- 02/08/2013
97. Murphy, Michael	Volleyball, (Asst)	Aliso Niguel HS	\$2,500.00	08/20/2012- 11/02/2012
98. Noland, John	Baseball, Varsity (Asst)	Aliso Niguel HS	\$3,350.00	01/07/2013- 05/03/2013
99. Payne, Ronald	Baseball, JV (Asst)	Aliso Niguel HS	\$3,350.00	01/07/2013- 05/03/2013
100. Powell, Neil	Soccer, Girls Strength/Conditioning	Capistrano Valley HS	\$2,800.00	09/07/2012- 11/02/2012
101. Samuelson, Mark	Baseball, Varsity (Asst)	Aliso Niguel HS	\$3,350.00	01/07/2013- 05/03/2013
102. Sims, Hashim	Basketball, Boys Varsity (Asst)	Tesoro HS	\$2,174.05	11/19/2012- 02/08/2013
103. Verbeerst, Alex	Wrestling	Capistrano Valley HS	\$2,500.00	11/19/2012- 02/08/2013
104. Warman, Christina	Soccer, Girls Varsity (Asst)	San Clemente HS	\$1,500.00	11/05/2012- 02/08/2013
105. Wasserbach, Clifford	Weight Lifting	Aliso Niguel HS	\$5,000.00	02/01/2013- 05/31/2013
106. Watson, Scott	Basketball, Boys (Asst)	Tesoro HS	\$1,200.00	11/19/2012- 02/08/2013
107. Ybarra, Elise	Drama, Costume Designer	Aliso Niguel HS	\$ 600.00	02/01/2013- 04/30/2013

**APPROVE EMPLOYMENT PENDING CLEARANCES**

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
108. Afshar, Afrina	Accounting Tech II (12mo/30hpw)	\$22.50 hr	R37-1	02/28/2013
109. Brillion, Carol	Inst Asst (9.5mo/15hpw)	\$13.74 hr	R19-1	02/14/2013
110. Hason, Sharmaine	Sub Student Supvr	\$10.00 hr		02/14/2013
111. Hernandez, Aurea	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.16 hr	R23-1	02/14/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 13, 2013  
Classified Employees

**APPROVE EMPLOYMENT PENDING CLEARANCES (Cont.)**

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
112. Iribarne, Nicole	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.16 hr	R23-1	02/14/2013
113. Vaca, Shanene	LVN (9.5mo/17.5hpw)	\$18.02 hr	R30-1	02/14/2013

**APPROVE PROMOTION**

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
114. Cingari, Joanne	IF-Sp Ed (9.5mo/35hpw)	LVN (9.5mo/30hpw)	R30-2	02/25/2013
115. Cloven, Leigh	FS Worker (9.5mo/30hpw)	Lead FS Worker II (Temp/35hpw)	R31-1	02/04/2013- 02/14/2013
116. Fuentes, Tara	Inst Asst-Presch (9.5mo/15hpw)	Blngl Inst Asst- Presch (9.5mo/15hpw)	R24-5	02/14/2013
117. Hatch, Candance	Elem Sch Clerk (10.5mo/40hpw)	Elem Sch Office Mgr (10.5mo/40hpw)	R33-10	02/14/2013
118. Huber, Charlene	Transp Dispatcher (12mo/40hpw)	Supvr IV, Transp Operation (Temp/40hpw)	R36-3	01/01/2013- 02/28/2013
119. Mata, Sharon	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-2	02/14/2013
120. McFadden, Jinkee	Elem Library Tech (9.5mo/17.5hpw)	MS Library Media Tech (10.5mo/40hpw)	R26-6	02/14/2013
121. Trainer, Josephine	IF-Sp Ed (9.5mo/17.5hpw)	Health Asst (9.5mo/17.5hpw)	R27-1	02/14/2013
122. Woodson, Candace	Activities Account Clerk (10.75mo/40hpw)	Account Clerk III (12mo/40hpw)	R32-6	02/14/2013
123. Young, Susan	Elem Library Media Tech (9.5mo/17.5hpw)	MS Library Media Tech (10.5mo/40hpw)	R26-4	02/14/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 13, 2013  
Classified Employees

**APPROVE ASSIGNMENT ADJUSTMENTS**

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
124. Adams, Stephanie	Student Supvr (9.5mo/6hpw)	Student Supvr (9.5mo/5hpw)		01/07/2013
125. Bergman, Linnay	Student Supvr (9.5mo/2hpw)	Student Supvr (9.5mo/5.5hpw)		01/07/2013
126. Hamond, Darcy	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-2	02/14/2013
127. Pattee, Tanya	Intermediate Office Asst (12mo/19.5hpw)	Intermediate Office Asst (12mo/40hpw)	R25-4	02/14/2013
128. Peper, Mishelene	Student Supvr (9.5mo/4hpw)	Student Supvr (9.5mo/5hpw)		01/07/2013
129. Pitino-Goodwin, Stacy	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-5	02/14/2013
130. Torres, Corina	Student Supvr (9.5mo/14hpw)	Student Supvr (9.5mo/17.5hpw)		01/07/2013
131. Werner, Marie	MS Library Media Tech (10.5mo/20hpw)	MS Library Media Tech (10.5mo/40hpw)	R26-6	02/14/2013

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
132. Barnes, Mary	Student Supvr TAA NTE 3 hpw (Provide additional student supervision)	01/17/2013- 06/11/2013
133. Cabrera, Alicia	BIngl Comm Svcs Liaison TAA NTE 1.5 hrs (Translate for IEP meeting)	01/28/2013
134. Flores Arteaga, Nataly	Student Supvr TAA NTE 30 hrs (Supervise students during ELAC/PTA meetings)	01/15/2013- 06/14/2013
135. Goodin, Kim	Student Supvr TAA NTE 6.5hpw (Provide additional student supervision)	01/17/2013- 06/11/2013
136. Gruden, Norma	BIngl Comm Svcs Liaison TAA NTE 30 hrs (Assist with two-way parent interviews and registration)	01/16/2013- 06/11/2013
137. Infante, Claudia	BIngl Comm Svcs Liaison TAA NTE 50 hrs (Assist with two-way parent interviews and registration)	01/15/2013- 06/11/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 13, 2013  
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
138. Lee, Jung-Hea	Student Supvr TAA NTE 5 hpw (Provide additional student supervision)	01/07/2013- 06/11/2013
139. Perez, Rosa	Student Supvr TAA NTE 12 hrs (Provide child care during Latino family literacy program classes)	01/17/2013- 06/11/2013
140. Saeedvafa, Mahasti	Student Supvr TAA NTE 9 hpw (Provide additional student supervision)	01/17/2013- 06/11/2013
141. Seymour, Annmarie	IF-Sp Ed TAA NTE 8 hrs (Attend science camp for student)	05/21/2013- 05/24/2013
142. Suit, Sandy	Student Supvr TAA NTE 5.5 hpw (Provide additional student supervision)	01/17/2013- 06/11/2013
143. Webster, Anne	Inst Asst-Music TAA NTE 24 hrs (Assist with honor concert)	02/01/2013- 03/11/2013
144. Werner, Marie	MS Library Media Tech TAA NTE 40 hrs (Prepare K-5 science kits)	12/07/2012- 02/28/2013
145. Williams, Brooke	IF-Sp Ed TAA NTE 64 hrs (Attend science camp for Crown Valley Elem student) TAA NTE 64 hrs (Attend science camp for Las Flores Elem student)	01/22/2013- 01/26/2013 02/19/2013- 02/22/2013

**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED  
FOR VACANT POSITION OR ABSENT EMPLOYEE**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
146. Alston, Julie-Anne	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst	R19-1	01/08/2013
147. Aono, Jennifer	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-5	02/14/2013
148. Batchelder, Cara	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-3	02/14/2013
149. Catli, Dale	Sch Bus Driver (9.5mo/40hpw)	Transp Dispatcher	R32-15	01/23/2013
150. Garcia, Norma	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-2	09/05/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 13, 2013  
Classified Employees

**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED**  
**FOR VACANT POSITION OR ABSENT EMPLOYEE (Cont.)**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
151. Hahn, Patricia	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-3	01/07/2013
152. Hossain, Samina	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst	R19-1	09/05/2012
153. Martinez, Brenda	HS Campus Supvr (9.5mo/17.5hpw)	HS Library Media Clerk	R22-4	02/14/2013
154. Rial, Lisa	Sch Bus Driver (9.5mo/40hpw)	Transp Dispatcher	R32-15	01/23/2013
155. Tucker, Sue	Sch Bus Driver (9.5mo/40hpw)	Transp Dispatcher	R32-10	01/23/2013

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2-8-13

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 13, 2013  
Certificated Employees

**ACCEPT RESIGNATIONS/TERMINATIONS**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Bush, Troy	Substitute Teacher	District Initiated	11/15/2012	01/18/2013
2. Jones, Amanda	Substitute Teacher	District Initiated	10/07/2011	02/01/2013
3. Liuzzi, Karen	Substitute Teacher	Other Employment	10/03/2011	01/28/2013
4. Marocchi, Sharon	Substitute Teacher	District Initiated	09/16/2004	01/23/2013
5. McQuade, Jennifer	Substitute Teacher	District Initiated	04/11/2011	01/23/2013
6. Nye, Robert	Principal	Other Employment	10/02/2000	02/01/2013

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
7. Donsker, Lindy	Teacher	\$75,143	C-11	02/04/2013
8. Johnson, Jamie	Teacher	\$48,312	A-1	02/04/2013
9. Pratt, Jonathan	Teacher-Intern	\$42,860	A-1	02/14/2013
10. Puffer, Jon	Teacher	\$48,312	A-1	02/04/2013

**APPROVE RETIRED ADMINISTRATOR ON SPECIAL ASSIGNMENT**

<u>Name</u>	<u>Assignment</u>	<u>Annual Salary</u>	<u>Effective Date</u>
11. Anderson, Lois	Substitute Principal	\$550.00 per diem	02/14/2013

**APPROVE SUBSTITUTE TEACHERS**

Pay @ \$90.00 per day

12. Balbas, Andrea	15. Hall, Jonathan
13. Evingham, Tara	16. Hayward, Carin
14. Gonzalez, Armando	

**APPROVE SUBSTITUTE TEACHERS PENDING CLEARANCES**

Pay @ \$90.00 per day

17. Asadi, Nava

**APPROVE 6/5<sup>ths</sup> ASSIGNMENT 2<sup>nd</sup> SEMESTER**

18. Adnams, Craig**	21. Avera, Stephanie**
19. Ahlberg, Mark**	22. Briggs, Charles**
20. Andrews, Philip**	23. Cahill, Stephen**

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 13, 2013  
Certificated Employees

**APPROVE 6/5<sup>ths</sup> ASSIGNMENT 2<sup>nd</sup> SEMESTER (Cont.)**

- |                         |                          |
|-------------------------|--------------------------|
| 24. Campbell, Bryan**   | 44. Minier, Michael**    |
| 25. Clemons, Kathlyn**  | 45. Morgan, John**       |
| 26. Davey, John**       | 46. Morgan, John**       |
| 27. Freeman, Denene**   | 47. Mosconi, Victor**    |
| 28. Garell, Nancy**     | 48. Ortiz, Cynthia**     |
| 29. Garrity, Timothy**  | 49. Peloza, John**       |
| 30. Gidion, Janey**     | 50. Persinger, Megan**   |
| 31. Goit, Jennifer**    | 51. Rosser, John**       |
| 32. Hackstadt, Paul**   | 52. Royal, Susan**       |
| 33. Hanley, Kimberly**  | 53. Shults-Amon, Leesa** |
| 34. Harney, Jason**     | 54. Sileci, Paul**       |
| 35. Hennings, David**   | 55. Smolinski, Lesli**   |
| 36. Herbold, Keith**    | 56. Vigus, Dave**        |
| 37. Hogan, Thomas**     | 57. Waldukat, Andreas**  |
| 38. Huerta, Eduardo**   | 58. Weitzel, Renee**     |
| 39. Huffaker, Melissa** | 59. Wenk, James**        |
| 40. Jean, Amanda**      | 60. Wirtz, Nico**        |
| 41. Lewis, Thad**       | 61. Woods, Marnie**      |
| 42. Mashburn, Andrew**  | 62. Woolston, Carol**    |
| 43. McGinnis, Jeffrey** |                          |

\* Special Education Teacher

\*\* Not enough courses to hire an additional teacher (sections are within the site's staffing allocation)

**APPROVE AUTISM AUTHORIZATION MENTORS**

<u>Name</u>	<u>Stipend</u>	<u>Effective Date</u>
63. Cartisano, Jennifer	\$3,000.00	10/01/2012-01/31/2013
64. Davis, Danielle	\$3,000.00	10/01/2012-01/31/2013
65. Ferguson, Erin	\$3,000.00	10/01/2012-01/31/2013
66. Meyers, Amy	\$3,000.00	10/01/2012-01/31/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 13, 2013  
Certificated Employees

**APPROVE ASSIGNMENT ADJUSTMENT**

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
67. DeLira, Veronica	Teacher-40%	Teacher-100%	02/13/2013
68. Shea, Dawn	Teacher	ETAP II	02/01/2013
69. Wiseman, Holly	TOSA	TOSA-ATAP II	01/07/2013

**APPROVE ADDITIONAL ASSIGNMENTS**

ADD/SIOP – Multiple Sites

Not to exceed 15 hours non-instructional pay @ \$30.00 per hour  
10/03/2012-06/13/2013

70. Aldaco, Danelle	82. McKeon, Sara
71. Barnett, Laura	83. Mulcahy-Olsen, Missy
72. Brislen, Michelle	84. Nicolai, Leah
73. Chapa, Robin	85. Porzuczek, Karen
74. Daniel, Sonia	86. Ray, Keri
75. Derry, Patrick	87. Shevel, Stacy
76. Dewees, Julia	88. Sills, Michelle
77. Gant, Tina	89. Silverthorne, Elizabeth
78. Gries, Vernon	90. Sundell, Patricia
79. Hanley, Kim	91. Torres, Tiffany
80. Koopman, Nicole	92. Wilcox, Lisa
81. Martus, Larissa	

After School Intervention Program – Multiple Sites

Not to exceed 32 hours instructional pay @ \$35.00 per hour  
09/05/2012-06/11/2013

93. Becerra, Alejandra	107. Morrison, Catherine
94. Brannam, Andrea	108. O'Husky, Carrie
95. De Lira, Veronica	109. Paz Soldan, Paola
96. De Lira, Veronica	110. Petez, Carmen
97. Garcia-Serrato, Martha	111. Porter, Jacqueline
98. Gearn, Gina	112. Ramirez, Theresa
99. Gerson, Victoria	113. Reyes, Maribel
100. Gomez, Martha	114. Rhodes, Mariela
101. Gonzalez, Joann	115. Ririe, Martha
102. Gutierrez, Stephanie	116. Rogers, Trish
103. Hamidi, Luz	117. Rumpf, Stacy
104. Jacques, Pierre	118. Sabad, Bernardo
105. Loera, Lorena	119. Sandoval, Rocio
106. Marcelli, Marybel	120. Sandoval-Fitz, Yohana



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 13, 2013  
Certificated Employees

**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

After School Intervention Program (Cont.) – Multiple Sites

Not to exceed 32 hours instructional pay @ \$35.00 per hour  
09/05/2012-06/11/2013

- |                                 |                     |
|---------------------------------|---------------------|
| 121. Tawil, Gracie              | 123. Winters, Randi |
| 122. Villafranca-Ruiz, Estrella |                     |

Home/Hospital Instruction – Multiple Sites

Not to exceed 5 hpw instructional pay @ \$35.00 per hour  
10/23/2012-06/30/2013

- |                           |                       |
|---------------------------|-----------------------|
| 124. Afrouzeh, Golnaz     | 130. Manzotti, Maria  |
| 125. Aston, Melanie       | 131. Rigby, Mike      |
| 126. Barber, Angie        | 132. Selikson, Debbie |
| 127. Collins, Nancy       | 133. Skinner, Phillip |
| 128. Fenstermaker, Maryan | 134. Weinstein, Dave  |
| 129. Gonzalez, David      |                       |

Homework Club – Multiple Sites

Not to exceed 36 hours instructional pay @ \$35.00 per hour  
01/09/2013-06/13/2013

- |                      |                    |
|----------------------|--------------------|
| 135. Anderson, Carol | 138. Styles, Karen |
| 136. Pagel, Velda    | 139. Velez, Lisa   |
| 137. Steidle, Gwynne |                    |

Saturday School Proctor – Multiple Sites

Not to exceed 40 hours instructional pay @ \$35.00 per hour  
01/26/2013-06/11/2013

- |                           |                        |
|---------------------------|------------------------|
| 140. Bordner, Rich        | 145. Ogden, Ashly      |
| 141. Clark, Brian         | 146. Perez, Deanna     |
| 142. Gonzalez, David      | 147. Peternell, Morgan |
| 143. Kruse-Morgan, Shauna | 148. Sanchez, Lynn     |
| 144. Lee, Christina       | 149. Trotter, Chad     |

Transition for Kindergarten Students – Del Obispo Elem

Not to exceed 12 hours instructional pay @ \$35.00 per hour  
03/09/2013-05/11/2013

150. Groves, Kelli

After School Academic Support for Identified At Risk Students – Marblehead Elem

Not to exceed 50 hours instructional pay @ \$35.00 per hour  
01/09/2013-05/30/2013

151. Dewitt-Fleischman, Mary

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 13, 2013  
Certificated Employees

**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Consultant for Targeted At Risk Students in Science – Marblehead Elem

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour  
12/14/2012-06/11/2013

152. Slee, Elisa

ELD Advisor – Marblehead Elem

Not to exceed 15 hours non-instructional pay @ \$30.00 per hour  
09/06/2012-06/11/2013

153. Furlong, Adriana

Leadership Meetings – RH Dana Elem

Not to exceed 5 hours non-instructional pay @ \$30.00 per hour  
01/22/2013-06/11/2013

154. MacBeth, Krysti

ASB Events – Bernice Ayer MS

Not to exceed 20 hours instructional pay @ \$35.00 per hour  
01/07/2013-06/12/2013

155. Reiland, Christopher

BTSA Program Training and Support – Bernice Ayer MS

Not to exceed 4 hours non-instructional pay @ \$30.00 per hour  
12/19/2012-06/12/2013

156. Welter, Tracy

After School Music Program – Niguel Hills MS

Not to exceed 71 hours instructional pay @ \$35.00 per hour  
02/04/2013-06/07/2013

157. Choi, Yeon

Monterey Field Study Trip – Dana Hills HS

Not to exceed 5 nights pay @ \$109.00 per night  
10/17/2012-10/22/2012

158. Gammell, Mark

160. Weinell, Elizabeth

159. Hudson, Randy

Vocational Education Program – Adult Education

Not to exceed 19.5 hours pay @ \$29.00 per hour  
01/28/2013-06/25/2013

161. Leslie, Elizabeth

162. Zerrer, Anthony

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 13, 2013  
Certificated Employees

**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Assist in ASES Program – Education Services

Not to exceed 50 hours non-instructional pay @ \$30.00 per hour  
01/22/2013-06/30/2013

163. Slee, Elisa

Administer the OLSAT Test – Education Services

Not to exceed 6.5 hours non-instructional pay @ \$30.00 per hour  
01/26/2013-02/09/2013

164. Thibault, Roberta

Elementary Advisory Board – Education Services

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour  
12/01/2012-06/14/2013

165. Adlparvar, Cindy

170. Palmer, Robin

166. Garcia Serrato, Martha

171. Ridgeway, Damon

167. Gorney, Debbie

172. Schild, Natalie

168. Lightner, Liz

173. Sykes, Marie

169. Newman, Molly

174. White, Sally

IEP Meetings – Special Education

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour  
08/01/2012-06/30/2013

175. Harris, Lori

Assist with Student Assessment – Special Education

Not to exceed 5 hours pay @ hourly per diem rate  
01/15/2013-02/04/2013

176. Johnson, Connie

Speech Therapy for Home Instruction Student – Special Education

Not to exceed 13 hours pay @ hourly per diem rate  
01/01/2013-06/30/2013

177. Godfrey, Nicole

SES After School Tutoring Program – State & Federal Programs

Not to exceed 19 hours instructional pay @ \$35.00 per hour  
01/25/2013-04/30/2013

178. Barnaby, Michelle

181. Price, Barbara

179. Blackburn, Nancy

182. Reina, Renato

180. Ibrahimi, Lori

183. Romo-Higley, Rosa

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 13, 2013  
Certificated Employees

**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

SES Middle School Math Prep – State & Federal Programs  
Not to exceed 4 hours non-instructional pay @ \$30.00 per hour  
02/04/2013-04/30/2013

184. Chamberlain, David

**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
185. Anderson, Kelly	Outdoor Education, Elementary	Bathgate Elem	\$ 109.00 per night	01/28/2013- 02/01/2013
186. Chaddock, Laurie	Outdoor Education, Elementary	Ambuehl Elem	\$ 109.00 per night	03/21/2013- 03/22/2013
187. Dunbeck, David	Outdoor Education, Elementary	Marblehead Elem	\$ 109.00 per night	03/14/2013- 03/15/2013
188. Flowers, Aaron	Safety/Equipment	San Juan Hills HS	\$3,478.00	02/04/2013- 06/11/2013
189. Gustafson, Ryan	Lacrosse, Girls Varsity (Head)	Capistrano Valley HS	\$3,261.00	02/23/2013- 05/10/2013
190. Higginson, Patrick	Swimming, Girls Varsity (Head)	Capistrano Valley HS	\$3,261.00	02/23/2013- 05/03/2013
191. Kleindienst, Michelle	Outdoor Education, Elementary	Bathgate Elem	\$ 109.00 per night	01/28/2013- 02/01/2013
192. Maroshek, Barbara	Outdoor Education, Elementary	Marblehead Elem	\$ 109.00 per night	03/14/2013- 03/15/2013
193. Marquie, Jeannine	Drama, High School	San Clemente HS	\$3,478.00	09/05/2012- 06/12/2013
194. McGraw, Randy	Outdoor Education, Elementary	Marblehead Elem	\$ 109.00 per night	03/14/2013- 03/15/2013
195. McPhee, Jeane	Dance	San Clemente HS	\$2,174.00	09/01/2012- 06/12/2013
196. Miller, Cole	Volleyball, Boys Varsity (Head)	Capistrano Valley HS	\$3,261.00	02/23/2013- 05/01/2013
197. Minier, Michael	Golf, Varsity (Head)	Capistrano Valley HS	\$3,261.00	02/23/2013- 05/03/2013
198. Norgren, Kristina	Outdoor Education, Elementary	Ambuehl Elem	\$ 109.00 per night	03/21/2013- 03/22/2013
199. Noyes, Jann	Outdoor Education, Elementary	Marblehead Elem	\$ 109.00 per night	03/14/2013- 03/15/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 13, 2013  
Certificated Employees

**APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
200. Russo, Kyle	Outdoor Education, Elementary	Bathgate Elem	\$ 109.00 per night	01/28/2013- 02/01/2013
201. Sayles, Kenneth	Track, Boys Varsity (Head)	Capistrano Valley HS	\$3,478.00	02/23/2013- 05/03/2013
202. Yancey, Steven	Swimming, Boys Varsity (Head)	Capistrano Valley HS	\$3,261.00	02/23/2013- 05/03/2013
203. York, Mark	Track, Boys Varsity (Head)	Capistrano Valley HS	\$3,478.00	02/23/2013- 05/03/2013

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
204. Bosio, Daniella	Soccer, Girls	Capistrano Valley HS	\$2,608.86	11/02/2012- 02/08/2013
	Strength/Conditioning		\$ 400.00	02/09/2013- 03/03/2013
205. Cain, Josh	Lacrosse, Girls (Head)	San Clemente HS	\$1,500.00	12/20/2012- 02/08/2013
206. Chapman, Mike	Baseball	Aliso Niguel HS	\$3,350.00	01/07/2013- 05/03/2013
207. Hanson, Craig	Baseball	Aliso Niguel HS	\$ 450.00	01/07/2013- 02/10/2013
208. Kokx, Aaron	Baseball	Aliso Niguel HS	\$ 350.00	01/07/2013- 02/10/2013

**APPROVE LEAVES OF ABSENCE**

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
209. Levy, Matthew	Personal	2013/2014
210. Loftis, Jennifer	Personal	2013/2014
211. Murphy, Melissa	Personal	2013/2014



### 2012-2013 Quarterly Report on Williams Uniform Complaints (Required by Education Code Section 35186)

District: Capistrano Unified School District

Person completing this form: Leona Olson

Title: Executive Director, Personnel Services/Compliance

- Quarter #1 July 1 to September 30, 2012 Report due by October 31, 2012
- Quarter #2 October 1 to December 31, 2012 Report due by January 31, 2013
- Quarter #3 January 1 to March 31, 2013 Report due by April 30, 2013
- Quarter #4 April 1 to June 30, 2013 Report due by July 31, 2013

Date information will be reported publicly at governing board meeting: February 11, 2013

**Please check the box that applies:**

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancies or Misassignments	0		
Facility Conditions	0		
CAHSEE Intensive Instruction & Services (High school districts only)	0		
<b>TOTALS</b>	0		

Print name of Superintendent: Joseph M. Farley, ED.D.

Signature of Superintendent:  Date: 1/23/13

**Please submit to:**  
 Suzie Strelecki  
 Senior Administrative Assistant  
 200 Kalmus Drive, B-1009  
 P.O. Box 9050, Costa Mesa, CA 92628-9050  
 (714) 966-4336 or fax to: (714) 549-2657

