REVISED 4-19-13

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

BOARD OF TRUSTEES
Regular Meeting

April 24, 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. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT** **EXHIBIT 3A1-A2**
1) High School Principal, Serra
2) Manager IV, Payroll
*(Pursuant to Government Code §54957)*

**B. CONFERENCE WITH LABOR NEGOTIATORS** **EXHIBIT 3B**
Dr. Joseph M. Farley/Jodee Brentlinger/Clark Hampton/Jon Pearl
Employee Organizations:
1) Capistrano Unified Education Association (CUEA)
2) Capistrano School Employees Association (CSEA)
3) Teamsters
*(Pursuant to Government Code §54957.6)*

**C. STUDENT EXPULSIONS** **EXHIBIT 3 C1-C5**
Deliberations of Findings of Fact and Recommendations
*(Pursuant to Education Code §48918{c} and §35145)*

**PUBLIC HEARING: Agenda Item #1 – Instructional Materials Recommended for Adoption-High School Social Science/World History**
**PUBLIC HEARING: Agenda Item #3 – Instructional Materials Recommended for Adoption-Middle School History/Social Science**
**PUBLIC HEARING: Agenda Item #5 – Instructional Materials Recommended for Adoption-Preschool and Transitional Kindergarten**

**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 –Tesoro High School*

**SPECIAL RECOGNITIONS**

*San Clemente High School Dance Team*

**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 HEARINGS

1. **PUBLIC HEARING – INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL SOCIAL SCIENCE AND WORLD HISTORY:** INFORMATION/ DISCUSSION

The Board will conduct a public hearing on instructional materials recommended for adoption: high school social science and world history. Supporting information is located in Exhibit 2.
***CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment***
***Contact: Julie Hatchel, Assistant Superintendent, Education Services***

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

2. **INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL SOCIAL SCIENCE/WORLD HISTORY:** DISCUSSION/ ACTION

San Juan Hills High School is requesting the adoption of *World History: Modern World, CA (Spanish edition)* published by Prentice Hall for high school social science/world history for the Two-Way Language Academy. This title has been approved by the Instructional Materials Review Committee. It would be adopted for a seven-year period. Purchases of this title would be paid with lottery funds at a cost of approximately $3,500.
***CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment***
***Contact: Julie Hatchel, Assistant Superintendent, Education Services***

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

Following discussion, it is recommended the Board of Trustees approve the adoption of *World History: Modern World, CA (Spanish edition)* published by Prentice Hall for high school social science/world history classes for the Two-Way Language Academy.

Motion by _____ Seconded by _____

3. **PUBLIC HEARING – INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: MIDDLE SCHOOL HISTORY/SOCIAL SCIENCE:** INFORMATION/ DISCUSSION

The Board will conduct a public hearing on instructional materials recommended for adoption: middle school history/social science. Supporting information is located in Exhibit 4.

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

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

4. **INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: MIDDLE SCHOOL HISTORY/SOCIAL SCIENCE:** DISCUSSION/ ACTION

Las Flores Middle School is requesting the adoption of the following supplemental reading titles for use with history/social science: *The Glorious Cause* written by Jeff Shaara and published by Random House; *Rise to Rebellion* written by Jeff Shaara and published by Random House; *1776* written by David McCullough and published by Simon & Schuster; *First American: the Life & Times of Benjamin Franklin* written by H. W. Brands and published by Knopf Doubleday; *Independence: the struggle to set America free* written by John Ferling and published by Bloomsbury; *John Adams* written by David McCullough and published by Simon & Schuster; *Thomas Jefferson: The Art of Power* written by Jon Meacham and published by Random House. These titles have been approved by the Instructional Materials Review Committee. They would be adopted for a seven-year period. Purchases of these materials would be paid with site funds.

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

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

Following discussion, it is recommended the Board of Trustees approve the adoption of the materials listed above for middle school history/social science classes.

Motion by _____ Seconded by _____

5. **PUBLIC HEARING – INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: PRESCHOOL AND TRANSITIONAL KINDERGARTEN:** INFORMATION/ DISCUSSION

The Board will conduct a public hearing on instructional materials recommended for adoption: Preschool and Transitional Kindergarten. Supporting information is located in Exhibit 6.

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

REVISED 4-19-13

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

6. **INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: PRESCHOOL & TRANSITIONAL KINDERGARTEN:** DISCUSSION/ ACTION

Early Childhood Department is requesting the adoption of the *Big Day* program published by Scholastic for use in Preschool and Transitional Kindergarten (TK). These materials have been approved by the Instructional Materials Review Committee. They would be adopted for a seven-year period. The cost estimate for preschool and TK classrooms is $115,000. Purchases of these materials would be paid with Child Development reserve funds.

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

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

Following discussion, it is recommended the Board of Trustees approve the adoption of the *Big Day* program published by Scholastic for use in Preschool and Transitional Kindergarten.

Motion by _____ Seconded by _____

## DISCUSSION/ACTION ITEMS

7. **TECHNOLOGY INFRASTRUCTURE REPORT:** INFORMATION/ DISCUSSION Page 1 **EXHIBIT 7**

This item provides an overview of the District's technology infrastructure and services. The report will explain the network upgrades that have taken place in the last two years, as well as what remains to be addressed. The report will also document the need to replace network equipment at 36 campuses. The network upgrades will provide comparable access for all school sites and will contribute to the District's goal of equitable Internet access at all schools sites. The network upgrades will provide the foundational components necessary to allow for such applications as Voice over Internet Protocol phones, Internet Protocol security systems, and mobile devices to be added to the network. The District is ready to replace 279 Intermediate Distribution Facility switches and add 703 wireless access points at 36 campuses at an estimated total cost of $1.7 million.

***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.

8. **PURCHASE OF NETWORK EQUIPMENT FOR VARIOUS SCHOOL SITES:** DISCUSSION/ ACTION Page 31 **EXHIBIT 8**

In order to bring all schools in the District up to date with the latest wireless connectivity, this agenda item requests approval of the purchase of networking equipment, services, and support to upgrade the infrastructure at 36 school sites in the amount of $1,679,784. The project will be funded by the Community Facilities District funds and developer fees.

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

REVISED 4-19-13

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

Following discussion, it is recommended the Board of Trustees approve the purchase of network equipment for various school sites.

Motion by _____ Seconded by _____

**9. RESOLUTION NUMBER 1213-40, CLASSIFIED LAYOFF NON-MANAGEMENT EMPLOYEES:**

DISCUSSION/ ACTION
Page 51
**EXHIBIT 9**

This will be the first year since 2007 the District will not be recommending classified layoffs for budget reduction purposes. Positions to be eliminated are due to the lack of certainty with existing categorical funding sources. This resolution also eliminates vacant positions. Classified layoffs are governed by the California Education Code. Layoffs are defined in §45117(a). When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than 60 days prior to the effective date of their layoff. In addition, §45117 states classified employees may be laid off due to a bona fide reduction, elimination of a service being performed, or lack of funds. The layoff process considers length of service (e.g., seniority) and any other higher classifications, with no skipping permitted for special expertise. This year, the categorical funding revenue remains uncertain and potentially more complicated with the introduction of the Governor's Local Control Funding Formula. As a result, the District must consider eliminating positions due to a lack of funds. As of January 1, 2013, classified employees must now be given a 60 day notice prior to the effective date of any layoff. Individuals laid off shall be eligible for reemployment for a period of 39 months pursuant to Education Code §45298

***CUSD Strategic Plan Pillar 5: Effective Operations***
***Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services***

Staff Recommendation
It is recommended the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, who will present this item.

Following discussion, it is recommended the Board of Trustees approve Resolution No. 1213-40, Classified Layoff Non-Management Employees, in the designated classifications.

Motion by _____ Seconded by _____
ROLL CALL:
Student Advisor Madison Wolfert _____
Trustee Addonizio _____ Trustee Hatton_____
Trustee Bryson _____ Trustee Pritchard_____
Trustee Hanacek _____ Trustee Reardon _____
Trustee Alpay _____

**10. REBALANCING COMMUNITY FACILITIES DISTRICT CONTRIBUTIONS TO THE CERTIFICATE OF PARTICPATION DEBT SERVICE:**

DISCUSSION/ ACTION
Page 53
**EXHIBIT 10**

At the Board meeting on March 13, 2013, Trustees continued this item to April 24, 2013, requesting staff to evaluate rebalancing the Community Facilities District contribution to the Certificate of Participation debt service using a per-student method for analysis in addition to the per-household method previously presented. There are no general fund implications.

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

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve Rebalancing Community Facilities District Contributions to the Certificate of Participation Debt Service using a per-household method.

Motion by _____ Seconded by _____

**11. SECOND READING-REVISIONS TO BOARD POLICY 1312.3, UNIFORM COMPLAINT PROCEDURES:**

DISCUSSION/ ACTION
Page 63
**EXHIBIT 11**

As Education Code changes it becomes necessary to update policies. The Uniform Complaint Procedures policy is a revised Board Policy to meet new legal compliance requirements. There is no financial impact.

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

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

Staff Recommendation

It is recommended that the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, to present the second reading of Board Policy 1312.3, *Uniform Complaint Procedures.*

Following discussion, it is recommended the Board of Trustees approve the revisions to of Board Policy 1312.3, *Uniform Complaint Procedures.*

Motion by _____ Seconded by _____

## CONSENT CALENDAR

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

## GENERAL FUNCTIONS

**12. SCHOOL BOARD MINUTES:**

Page 71
**EXHIBIT 12**

Approval of the minutes of the March 13, 2013, regular Board meeting.

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

**13. SCHOOL BOARD MINUTES:**

Page 79
**EXHIBIT 13**

Approval of the minutes of the March 27, 2013, regular Board meeting.

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

**14. SCHOOL BOARD MINUTES:** Page 87 **EXHIBIT 14**

Approval of the minutes of the April 15, 2013, special Board meeting.
*Contact: Jane Boos, Manager, Board Office Operations*

## CURRICULUM & INSTRUCTION

**15. EXPULSION READMISSIONS:**

Approval to readmit students from expulsion. Due to the confidential nature of student expulsion readmissions, the supporting information is provided to Trustees under separate cover.
***CUSD Strategic Plan Pillar 2: Safe and Healthy Schools***
***Contact: Julie Hatchel, Assistant Superintendent, Education Services***

**16. MASTER TEACHER PAYMENT:** Page 89 **EXHIBIT 16**

Approval of payment to District master teachers who supported a student teacher during the 2012 fall semester. Student teachers from various universities are placed in the District throughout the school year. Current university agreements specify that institutions pay master teachers a nominal stipend for their supervision and support of student teachers. California State University, Fullerton has agreed to reimburse the District for all costs associated with compensating master teachers. The compensation amounts vary due to statutory costs.
***CUSD Strategic Plan Pillar 5: Effective Operations***
***Contact: Julie Hatchel, Assistant Superintendent, Education Services***

**17. STUDENT TEACHING AGREEMENT - GRAND CANYON UNIVERSITY:** Page 91 **EXHIBIT 17**

Approval of student teaching agreement with Grand Canyon University. During the school year, master teachers are selected to work with student teachers to fulfill the requirements for student teaching at various institutes of higher education. Student teaching is the fieldwork experience necessary to earn a teaching credential.
***CUSD Strategic Plan Pillar 1: Community Relations***
***Contact: Julie Hatchel, Assistant Superintendent, Education Services***

**18. STUDENT TEACHING AGREEMENT – UNIVERSITY OF REDLANDS:** Page 95 **EXHIBIT 18**

Approval of student teaching agreement with University of Redlands. During the school year, master teachers are selected to work with student teachers to fulfill the requirements for student teaching at various institutes of higher education. Student teaching is the fieldwork experience necessary to earn a teaching credential.
***CUSD Strategic Plan Pillar 1: Community Relations***
***Contact: Julie Hatchel, Assistant Superintendent, Education Services***

## BUSINESS & SUPPORT SERVICES

**19. PURCHASE ORDERS, COMMERCIAL WARRANTS, AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS:** Page 99 **EXHIBIT 19**

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2). The expenditures related to the listed purchase orders and commercial warrants included in this item were previously authorized as part of the District's budget approval process. The purchase orders total $1,385,674.43; the commercial warrants total $7,134,729.81. 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***

**20. DONATION OF FUNDS AND EQUIPMENT:** Page 143 **EXHIBIT 20**

A number of gifts have been donated to the District, including $71,909.03 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***

**21. INDEPENDENT CONTRACTOR, MASTER CONTRACT, AND PROFESSIONAL SERVICES AGREEMENTS:** Page 145 **EXHIBIT 21**

Approval and ratification of District standardized Independent Contractor, Professional Services Agreements and Amendments. 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 exhibit shows four new agreements totaling $342,850, two amendments to existing contracts totaling $65,000, and one ratification of a new independent contractor agreement totaling $2,400.

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***

**22. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION AGREEMENTS:**

Approval of the ratification of special education Informal Dispute Resolution Agreements for Case #023413, #033613, and #034513. 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***

**23. WAIVER REQUEST FOR SCHOOL ABSENCES DUE TO IMMINENT DANGER:** Page 179 **EXHIBIT 23**

Approval of Waiver Request for School Absences Due to Imminent Danger. On December 21, 2012, all six District high schools and two middle schools suffered a 10 percent (material) decrease in attendance. After the December tragedy at Sandy Hook Elementary School in Connecticut, schools throughout the nation suffered rumors of threats. Although our schools remained open, some parents opted to keep their children home. California Education Code § 46392 and §41422 allows school districts to apply to the State for attendance credit when a district experiences a material decrease in attendance because of emergency conditions as a result of fire, flood, impassable roads, epidemic, earthquake, safety hazard, a non-district transportation service strike, or a military threat. The potential financial impact of the lost calendar days for the eight school sites is estimated to be 23.72 average daily attendance or $123,344.

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

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

**24. RESOLUTION 1213-41, EDUCATION PROTECTION ACT:** Page 185 **EXHIBIT 24**

Approval of Resolution 1213-41, Education Protection Act. On November 6, 2012, voters approved Proposition 30. The monies received from the Education Protection Account (EPA) shall be spent according to Article XIII, §36 of the California Constitution. The Board is required to determine, at a Board meeting, how the District plans to spend the EPA money and annually post on the District website an accounting of the amount of EPA money received and how it was spent.

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

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

**25. JOINT POWERS AGREEMENT – SUPPLEMENTAL LAW ENFORCEMENT SERVICES, COUNTY OF ORANGE:** Page 191 **EXHIBIT 25**

Approval of a Joint Powers Agreement with the County of Orange Sheriff-Coroner Department to provide supplemental law enforcement services, as needed by the District. This agreement covers services for the period of July 1, 2013, through June 30, 2014. The contractor will provide services at the rates indicated in the agreement, paid by the general fund and various site funds, depending on the services requested. Expenditures are limited to $20,000.

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

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

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

**26. JUVENILE COURT WORK PROGRAM SERVICES AGREEMENT WITH THE COUNTY OF ORANGE:** Page 203 **EXHIBIT 26**

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

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

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

**27. AGREEMENT FOR ARCHITECTURAL AND RELATED SERVICES WITH WLC ARCHITECTS, INCORPORATED:** Page 221 **EXHIBIT 27**

Approval of Agreement for Architectural and Related Services with WLC Architects, Incorporated to provide preliminary estimates, schematic design, design development, and construction document preparation services for projects, as identified by the District to prepare for the bidding process. Annual expenses under this contract are limited to $350,000, funded by various project funds.

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

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

**28. AGREEMENT FOR ARCHITECTURAL AND RELATED SERVICES WITH WLC ARCHITECTS, INCORPORATED:** Page 251 **EXHIBIT 28**

Approval of Agreement for Architectural and Related Services with WLC Architects, Incorporated (WLC) to provide services related to the design and construction of the lunch pavilion at Capistrano Valley High School. Originally, an agreement was brought to the Board of Trustees for approval on February 27, 2013. This new agreement contains changes in the terms and conditions negotiated by WLC and the District. WLC will be the architect of record with the Division of State Architect on this project. Architectural fees for this project are $120,000, funded from CFD 87-1.

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

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

**29. AGREEMENT FOR ARCHITECTURAL AND RELATED SERVICES WITH WLC ARCHITECTS, INCORPORATED:** Page 285 **EXHIBIT 29**

Approval of Agreement for Architectural and Related Services with WLC Architects, Incorporated (WLC) to complete the Capistrano Valley High School Performing Arts Center project. Originally an agreement was brought to the Board of Trustees for approval on February 13, 2013. This new agreement contains changes in the terms and conditions negotiated by WLC and the District. WLC is the architect of record with the Division of State Architect on this project. 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***

**30. RATIFICATION OF CHANGE ORDER NO. 18 – BID NO. 1011-11, CAPISTRANO VALLEY HIGH SCHOOL PERFORMING ARTS CENTER:** Page 315 **EXHIBIT 30**

Ratification of Change Order No. 18 related to the construction of the Capistrano Valley High School Performing Arts Center. In a previous action, the Board of Trustees delegated to the Superintendent the authority to approve work orders changing the cost of construction contracts, provided the cost does not exceed $25,000 per individual work order. This change order aggregates various work orders that may consist of additions, deletions, or other revisions that are now being presented to the Board of Trustees for ratification. All such changes in the work are performed under applicable conditions of the change in contract documents.

The approved work orders and the resulting change order are shown in the exhibit. The original contract sum was $11,975,007. The new contract sum including Change Order No. 18 is $12,838,021.

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

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

**31. GOVERNMENT CLAIM: 13-10276 DP:** Page 399 **EXHIBIT 31**

Denial of Claim 13-10276 DP filed against the District. Staff will follow up with appropriate action. This agenda item pertains to a claim filed against the District by Attorney Fred R. Fletcher on behalf of Jeff Mayers. The claim alleges that the District should be responsible for an alleged incident that occurred on November 14, 2012. The claimant alleges the District should have known that an unauthorized person on campus had access to steal a CR&R trash truck from Marco Forster Middle School which crashed into the claimant causing bodily injury. It is the recommendation of the District's liability claims administrator to deny this claim based on the investigation of the events at this time and to set the statute of limitations timeline. Denial of this claim does not have any financial implications on the general fund. This action establishes procedural timelines.

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

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

**32. AMENDMENT TO AGREEMENT BID NO. 1213-01, PLUMBING SERVICE, ADDITIONAL FUNDS:** Page 401 **EXHIBIT 32**

Approval of Amendment to Agreement Bid No. 1213-01 for plumbing service with Pacific Plumbing Company of Santa Ana. This amendment will increase the "not to exceed" amount to $300,000 for additional services, as requested by the District. Expenditures will be funded from the deferred maintenance and the routine restricted maintenance accounts.

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

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

**33. EXTENSION OF AGREEMENT FOR REQUEST FOR QUALIFICATIONS NO. 12-0809, INSURANCE BROKER SERVICES FOR EXCESS WORKERS' COMPENSATION INSURANCE – KEENAN ASSOCIATES:** Page 409 **EXHIBIT 33**

Approval of Extension of Agreement for Request for Qualifications No. 12-0809 for insurance broker services for excess workers' compensation insurance to be provided by Keenan Associates. The vendor has agreed to maintain the previously negotiated discounted pricing. Expenditures utilizing this contract are limited to $18,107, funded from the appropriate accounts, depending on services provided.

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

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

**34. EXTENSION OF INDEPENDENT CONTRACTOR AGREEMENT – D.R. MCNATTY & ASSOCIATES, INCORPORATED:** Page 435 **EXHIBIT 34**

Approval of extension of Independent Contractor Agreement No. I1011144 for software support and training services to be provided by D.R. McNatty & Associates, Incorporated. The vendor has agreed to maintain the previously negotiated discounted pricing for the contract renewal term, May 10, 2013, through May 9, 2014. This contract provides for software support services, on an as-needed basis, related to the various projects currently under construction. Expenditures utilizing this contract are limited to $3,000, funded by the various project funds.

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

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

**35. EXTENSION OF BID NO. 1011-14 GROCERY PRODUCTS – A & R WHOLESALE DISTRIBUTORS, INCORPORATED; GOLD STAR FOODS INCORPORATED; SYSCO FOODS, INCORPORATED:** Page 449 **EXHIBIT 35**

Approval of extension of Bid No. 1011-14 for grocery products to be provided by A & R Wholesale Distributors Incorporated (A & R), Gold Star Foods Incorporated, and Sysco Foods Incorporated. Campus Foods was awarded a portion of the original contract, but was purchased by A & R on March 25, 2013. All items awarded to Campus Foods will be provided by A & R under this extension. The vendors were sent a letter requesting reduced pricing for the contract renewal term. Unfortunately, the industry has experienced increases in the price of raw commodities and higher fuel costs, causing many manufacturers to increase pricing. This extension provides 82 different grocery products for purchase by Food and Nutrition Services. Annual expenditures under these contracts are limited to $190,000, funded by Food and Nutrition Services.

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

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

**36. EXTENSION OF BID NO. 1011-13 SNACK AND BEVERAGE PRODUCTS – A & R WHOLESALE DISTRIBUTORS, INCORPORATED:** Page 549 **EXHIBIT 36**

Approval of extension of Bid No. 1011-13 for snack and beverage products to be provided by A & R Wholesale Distributors, Incorporated (A & R). The vendor was sent a letter requesting reduced pricing for the contract renewal term. Unfortunately, the industry has experienced increases in the price of raw commodities and higher fuel costs. The extension provides 51 difference products for purchase by Food and Nutrition Services. A & R responded and out of 51 items, 5 items remained at the same price, 1 item decreased in price, 40 items increased in price, and 5 items are no longer available. Documentation has been provided showing the manufacturer's price increases. Annual expenditures under this contract are limited to $650,000, funded by Food and Nutrition Services.

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

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

**37. AWARD REQUEST FOR PROPOSAL NO. 1-1314, AFTER SCHOOL ENRICHMENT, ACTIVITIES, AND CAMPS PROGRAM PROVIDER – SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT:**

Approval of Award Request for Proposal No. 1-1314, After School Enrichment, Activities, and Camps Program Provider for the management of an after school enrichment program utilizing District facilities to South Orange County Community College District. The selection was based on the history of South Orange County Community College District as a leader of promoting life-long learning and personal success. The program offers short-term, fee-based classes for children and teens. The classes are offered in response to community needs as identified by feedback from participants, enrollment history, popularity of similar programs offered elsewhere, and current trends. The terms and conditions of the contract are to be negotiated. Once finalized, the contract will be brought to the Board of Trustees for approval. The contract will provide a revenue stream to the general fund for use of facilities fees charged.

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

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

**38. ADVERTISE BID NO. 1314-02, FROZEN FOOD PRODUCTS:**

Approval to advertise for bids for frozen food products as requested by the District. The bid process provides the District an essential tool for purchasing with an approved vendor to supply quality products using contract prices. The purchase of frozen food products for all school sites will exceed the bid limit of $83,400. In accordance with the requirements of the Public Contract Code §20111, the purchase of frozen food products is required to be competitively bid. The bidding process allows the District to secure the lowest possible prices and enter into an annual contract with a vendor that meets all of the legal requirements to enable the purchasing process to be completed in a timely manner. It is estimated that the annual expenditure for frozen food products purchased using this bid would be approximately $2,500,000, funded out of Food and Nutrition Services.

Due to the size, the bid documents will be posted online on the District Board Agendas and Supporting Documentation page.

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

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

**39. ADVERTISE BID NO. 1314-04, AUDIO VISUAL EQUIPMENT:**

Approval to advertise for bids for audio visual equipment as requested by the District. The bid process allows the District to update the standard list of audio visual equipment with current brands and models and set pricing for the 2013-2014 school year. The purchase of audio visual equipment for all school sites will exceed the bid limit of $83,400. In accordance with the requirements of the Public Contract Code Section 20111, the purchase of audio visual equipment is required to be competitively bid. The bidding process allows the District to secure the lowest possible prices and enter into an annual contract with a vendor that meets all of the legal requirements to enable the purchasing process to be completed in a timely manner. It is estimated that the annual expenditure for audio visual products purchased using this bid would be approximately $300,000. Audio visual equipment may be funded through many sources such as gift, site funds, and grants.

Due to the size, the bid documents will be posted online on the District Board Agendas and Supporting Documentation page.

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

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

## PERSONNEL SERVICES

**40. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:** Page 579 **EXHIBIT 40**

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***

**41. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:** Page 587 **EXHIBIT 41**

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***

**42. QUARTERLY REPORT – WILLIAMS SETTLEMENT UNIFORM COMPLAINT:** Page 595 **EXHIBIT 42**

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***

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, MAY 8, 2013, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

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

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

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

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

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

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

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

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

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

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

**REASONABLE ACCOMMODATION**

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 24, 2013

# TECHNOLOGY INFRASTRUCTURE REPORT

---

## BACKGROUND INFORMATION

The District network infrastructure is made up of over a thousand pieces of equipment, ranging from routers to switches. Comprised of over 58 Main Distribution Facility (MDF) switches and over 800 Intermediate Distribution Facility (IDF) switches at 56 school sites, it is an intricate and complex system essential to the daily operations of the District. Without these devices, access to the Internet or to critical systems like Aeries, Synergy, Business systems, Food services, and Security systems would not be possible. Over the past ten years, the network has expanded and evolved greatly, especially in regards to what it is expected to deliver, its expected reliability, and its maximum capacity. Via the District network, we support over 15,000 computers, hundreds of Voice over Internet Protocol (VoIP) phones and Internet Protocol (IP) surveillance cameras, as well as the daily delivery of media and video textbook content for learning. These services and many more are provided via networking switches and wireless access points that are now reaching end of life for more than half of District campuses.

During the 2011-2012 school year, TIS was able to replace an estimated $2.5 million in hardware upgrades, including 56 MDFs, 80 IDFs (for computer labs) and wireless at the twenty school sites listed in the table below.

| **Funding Source and School Sites with Upgraded Wireless** | |
|---|---|
| Title 1 & eRate Funding: | General Fund: |
| San Juan Elementary School | Chaparral Elementary School |
| Las Palmas Elementary School | Oso Elementary School |
| Viejo Elementary School | Ladera Ranch Elementary School |
| R.H. Dana Elementary School | Palisades Elementary School |
| Kinoshita Elementary School | Ladera Ranch Middle School |
| Del Obispo Elementary School | Tesoro High School |
| Marblehead Elementary School | San Clemente High School |
| Hidden Hills Elementary School | Dana Hills High School |
| Marco Forester Middle School | Capistrano Valley High School |
| Junipero Serra High School | Aliso Niguel High School |

The first phase of infrastructure upgrades was critical as it replaced equipment that was over ten years old. The upgrades provided reliable and sufficient connectivity to each site and built the foundation for every student to have access to technology. Although, over half of District campuses still require additional upgrades. After months of collecting data and evaluating school site hardware needs, we have identified that 36 campuses require the replacement of 279 PoE switches and 703 wireless access points to support current and future technology needs. With these hardware upgrades, the school sites will be prepared to support future systems such as VoIP phones or IP video surveillance cameras as well as electronically driven applications and curriculum. With the adoption of the Common Core State Standards, technology has become

infused at almost every level and subject area. It is now an expectation that technology be integrated into academics instead of taught separately. Students will be expected to produce and publish writing as well as interact and collaborate with others using technology. In addition, the transition from a paper pencil test to a computer driven assessment developed by the Smarter Balanced Assessment Consortium (SBAC) will further require student readiness to use technology. Having piloted the SBAC assessment, the District has seen success in using existing technology as well as mobile technology in delivering the pilot assessment; hence, the importance of a robust wireless network.

## CURRENT CONSIDERATIONS

Replacing and upgrading networking hardware at 36 campuses is necessary to provide comparable access between all school sites, while at the same time provide the foundational components necessary to allow for such applications as VoIP phones, IP security systems, and mobile devices to be added to the network. The District is ready to replace 279 IDF switches and add 703 wireless access points at 36 campuses at an estimated total cost of $1.7 million.

## FINANCIAL IMPLICATIONS

Financial implications of this item are outlined in Exhibit 8.

## STAFF RECOMMENDATION

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

# District Technology Report

*"Empowering Students for Success"*

**April 24, 2013**

# Educational Technology Vision

*...to improve and extend teaching and learning through the meaningful use of technology in our schools.*

*Through the support and training of our staff, students will be technologically empowered, and life-long learners will be prepared to enter the workforce.*

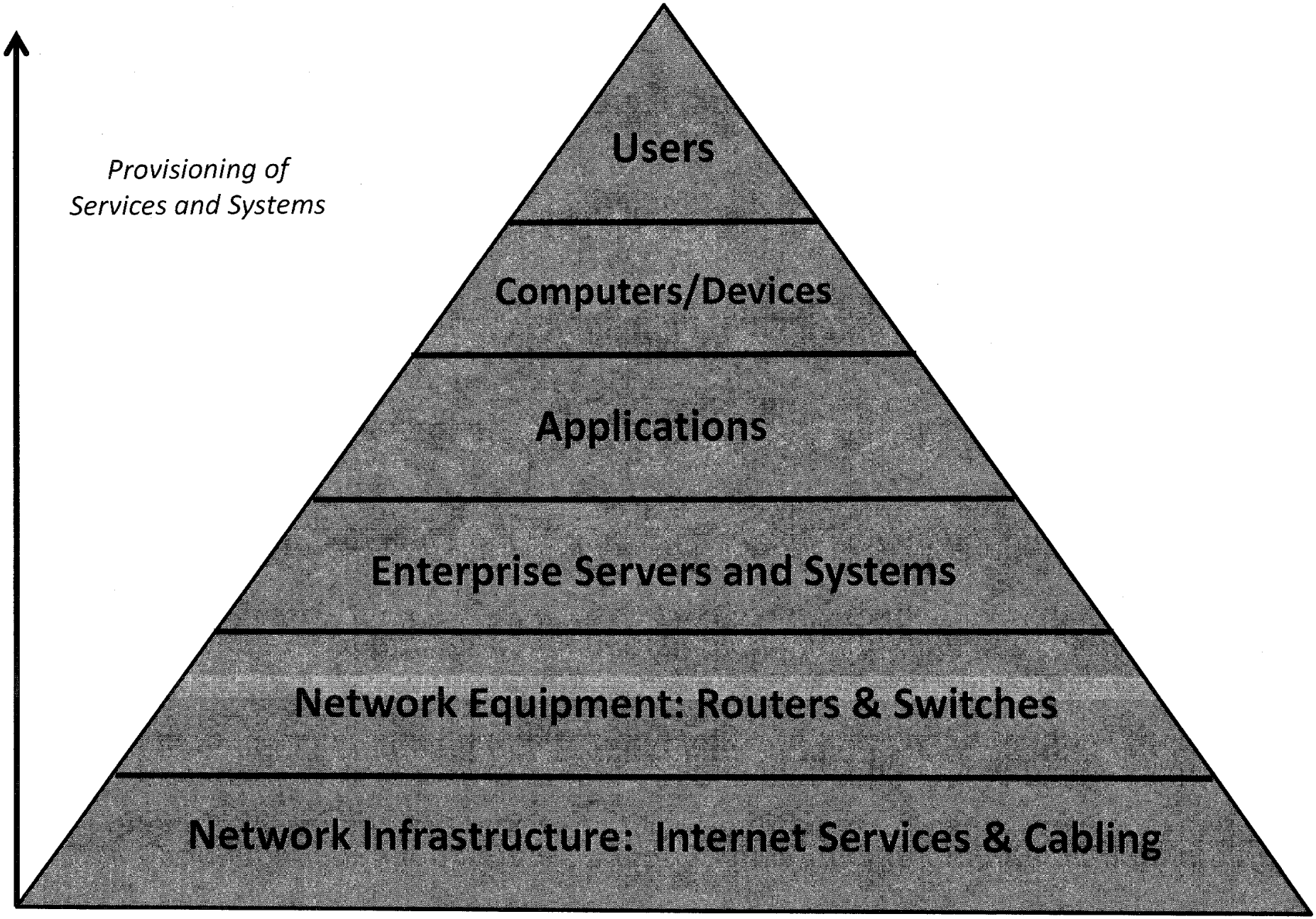
# Introduction to District Technology

Technology & Information Services (TIS):

- Over 13,000 Computers
- Ratio of 1 Technician to 1000 Computers
- 900+ Switches
- 1500+ Wireless Access Points
- 100's IP Connected Devices
- 100's of Applications Both Local and Hosted

District Technology Plan: Board Approved June 27, 2012

## DISTRICT TECHNOLOGY HIERARCHY



# Network Infrastructure: Internet Services & Cabling

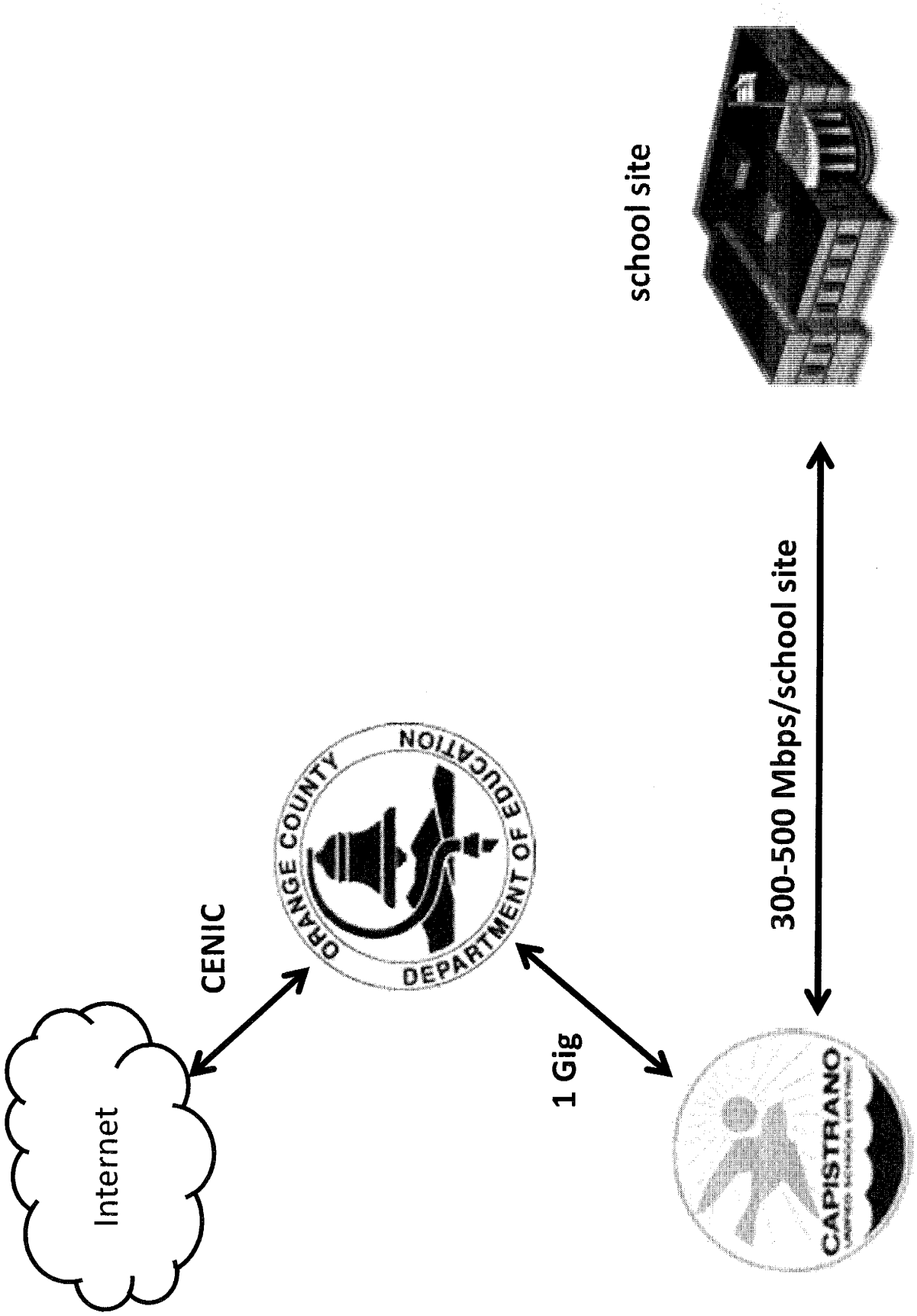
- Cox Internet Service Provider (ISP)
  - eRate discount of 49 percent
    - Services bid every 3 years in December/January
  - CTF discount of 45-50 percent

- Services Running over District Network:
  - Computers/mobile devices (all sites)
  - VoIP phones (22 sites)
  - IP video surveillance cameras (7 sites)
  - IP projectors (1 site)

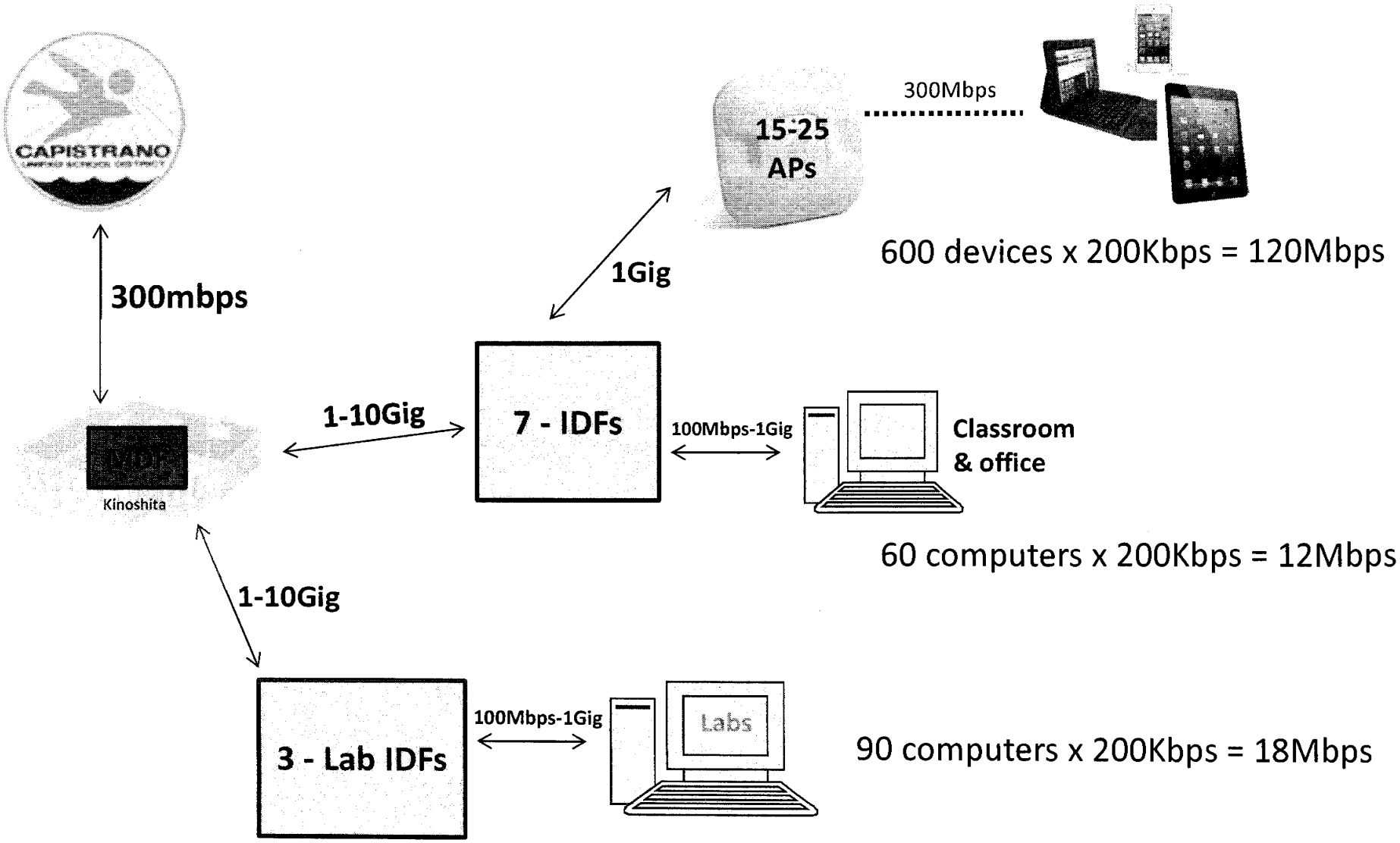
## Network Infrastructure: Internet Services & Cabling

- Connection Speed
  - high schools: 500Mbps
  - middle schools: 300-500Mbps
  - elementary schools: 300-500Mbps

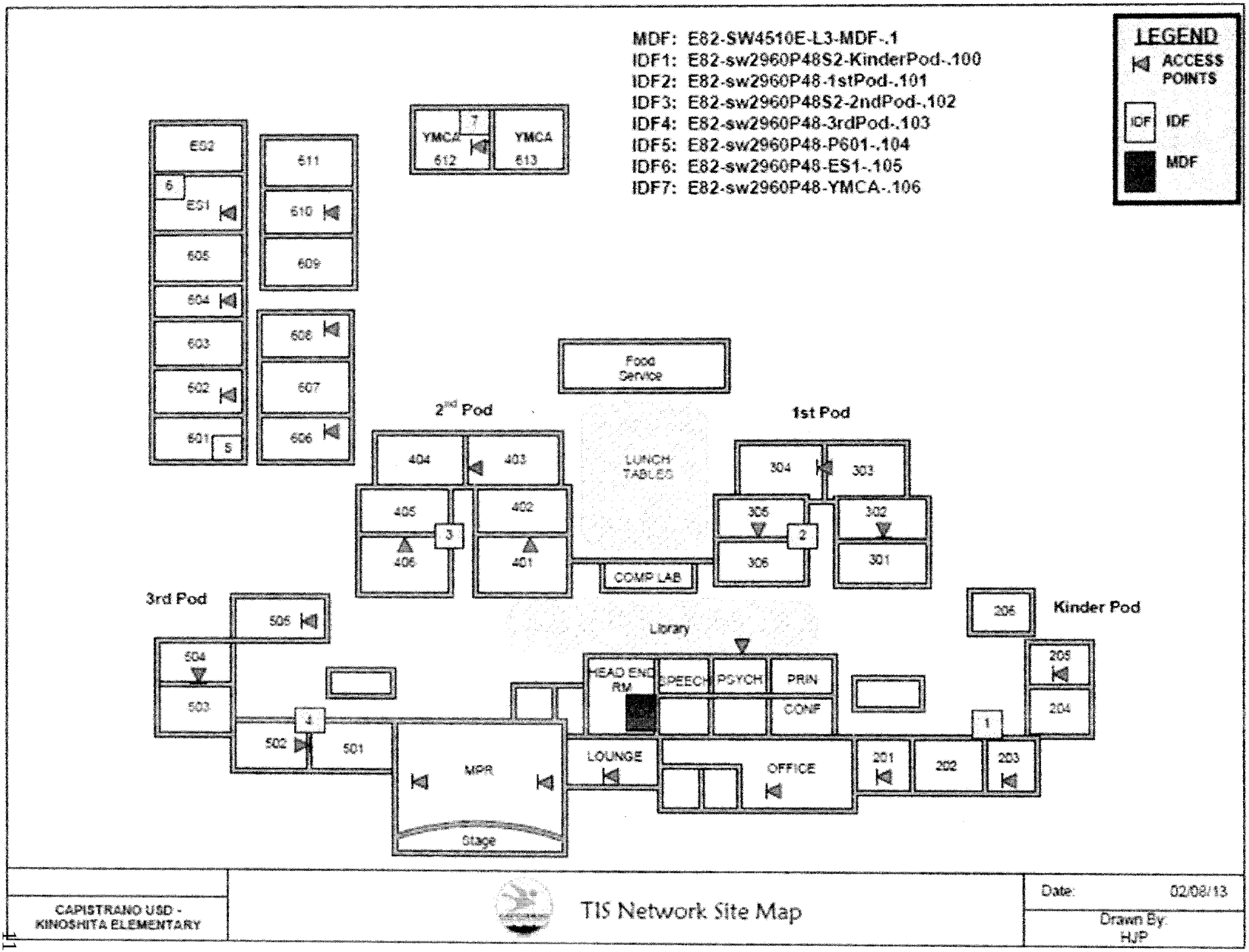
- Internet/Bandwidth Monitoring:
  - Monitor using netflow bandwidth monitoring tools
  - Monitor monthly usage
  - Used to indentify bandwidth irregularities and spikes


Internet
CENIC
ORANGE COUNTY DEPARTMENT OF EDUCATION
1 Gig
CAPISTRANO
300-500 Mbps/school site
school site

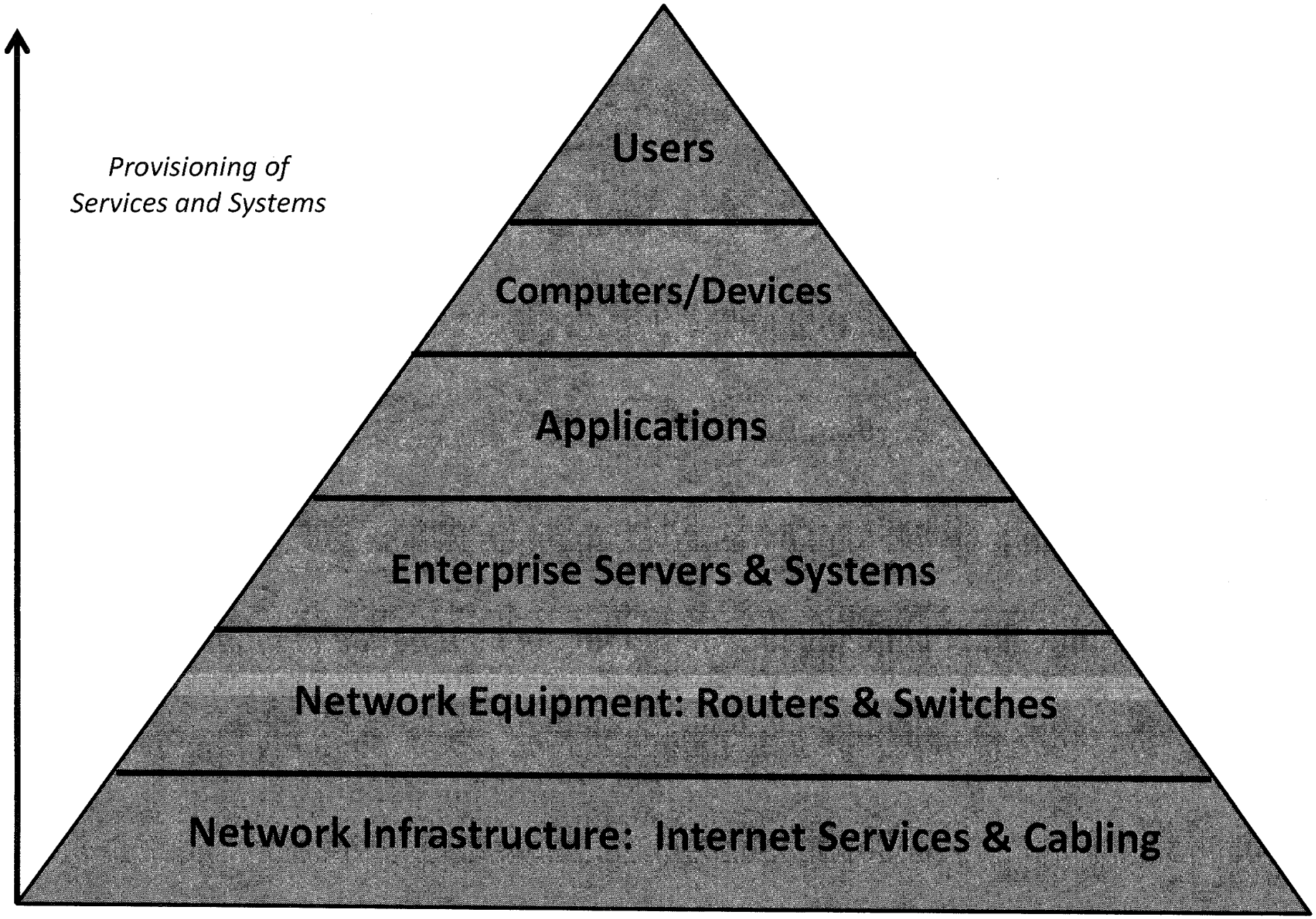
# Kinoshita Elementary School – Example of Connectivity




**Estimated Total = 150Mbps**


MDF: E82-SW4510E-L3-MDF-.1
IDF1: E82-sw2960P48S2-KinderPod-.100
IDF2: E82-sw2960P48-1stPod-.101
IDF3: E82-sw2960P48S2-2ndPod-.102
IDF4: E82-sw2960P48-3rdPod-.103
IDF5: E82-sw2960P48-P601-.104
IDF6: E82-sw2960P48-ES1-.105
IDF7: E82-sw2960P48-YMCA-.106
LEGEND
ACCESS POINTS
IDF
MDF
E02
6
E01
605
604
603
602
601
5
611
610
609
608
607
606
7
YMCA
612
YMCA
613
Food Service
2nd Pod
1st Pod
404
403
405
402
406
401
3
LUNCH TABLES
COMP LAB
304
303
305
302
306
301
2
3rd Pod
505
504
503
502
501
4
MPR
Stage
Library
HEAD END RM
SPEECH
PSYCH
PRIN
CONF
LOUNGE
OFFICE
201
202
203
1
204
205
206
Kinder Pod
CAPISTRANO USD - KINOSHITA ELEMENTARY
TIS Network Site Map
Date: 02/08/13
Drawn By: HJP

# DISTRICT TECHNOLOGY HIERARCHY



# Routers and Switches

## 2010-2012 - Network Upgrades

- Upgraded 56 MDFs
- Upgraded 70 IDFs (all labs)
- Upgraded Access Points / Wireless @ 20 sites
- Upgraded Data Center

| Funding source and school sites upgraded | |
|---|---|
| Title 1 & eRate Funding: | General Fund: |
| San Juan Elementary School | Chaparral Elementary School |
| Las Palmas Elementary School | Oso Elementary School |
| Viejo Elementary School | Ladera Ranch Elementary School |
| R.H. Dana Elementary School | Palisades Elementary School |
| Kinoshita Elementary School | Ladera Ranch Middle School |
| Del Obispo Elementary School | Tesoro High School |
| Marblehead Elementary School | San Clemente High School |
| Hidden Hills Elementary School | Dana Hills High School |
| Marco Forester Middle School | Capistrano Valley High School |
| Junipero Serra High School | Aliso Niguel High School |

# Routers and Switches

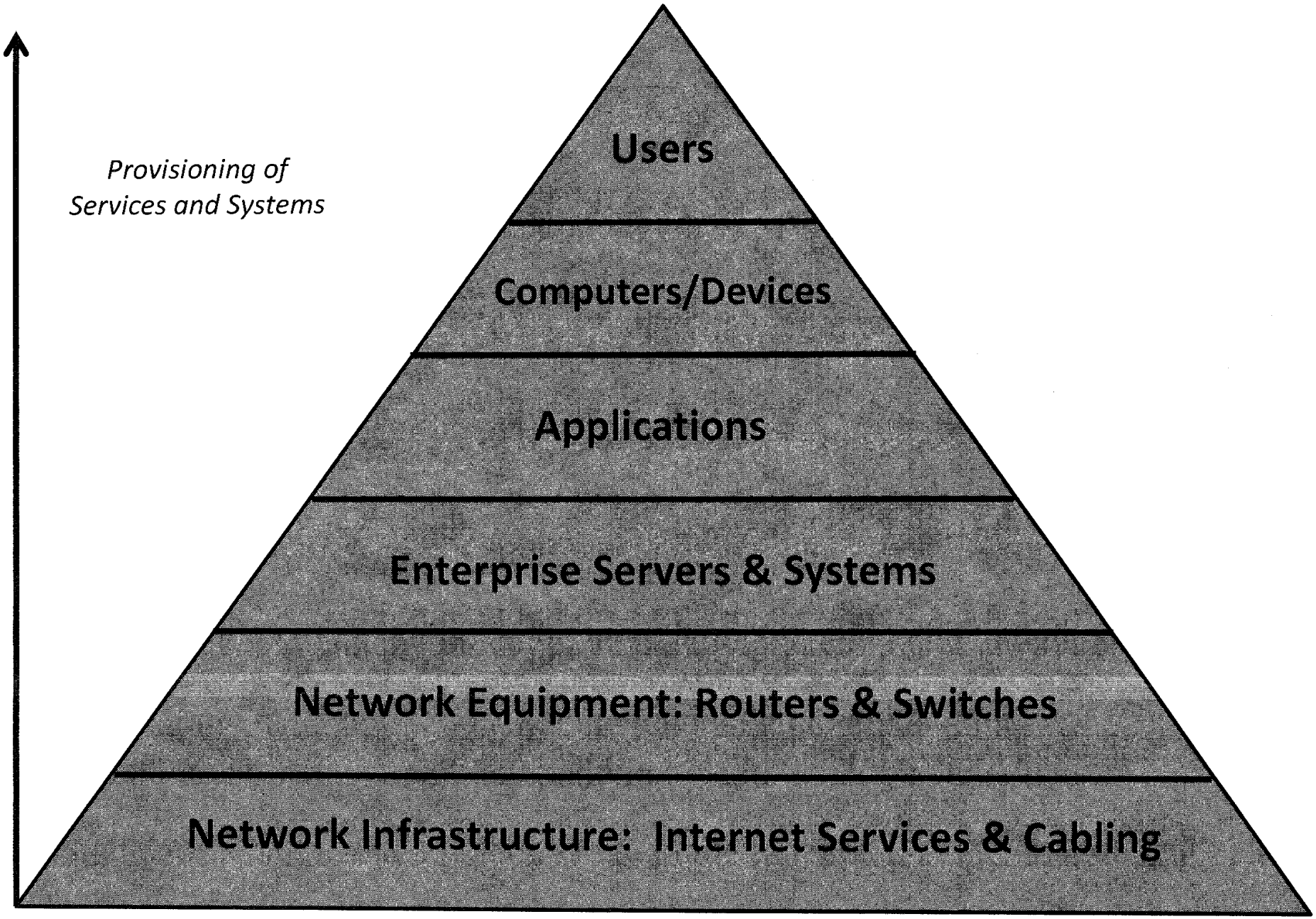
- Cisco Backbone
  - Switches
    - Scalable with up to 10 Gig capacity & PoE
    - Future-proofed with up to 10 year lifespan or longer
  - Wireless Access Points
    - Built for 2 to 3 devices/user
    - Dual-band
  - All centrally managed with one management console

# Routers and Switches

Proposed Network Upgrade (2013-2014)

- 36 Campuses remain to be upgraded
  - Current State:
    - Switches - are only 10/100Mbps non-PoE and over 10 years old on most campuses
    - Access Points – limited coverage and not enough density; can only provide 10-20Mbps connection
  - Proposed Recommendation:
    - 279 - replace with refurbished 1Gig PoE switches
    - 703 - replace and add access points for campus-wide coverage with 300-450Mbps connection capacity

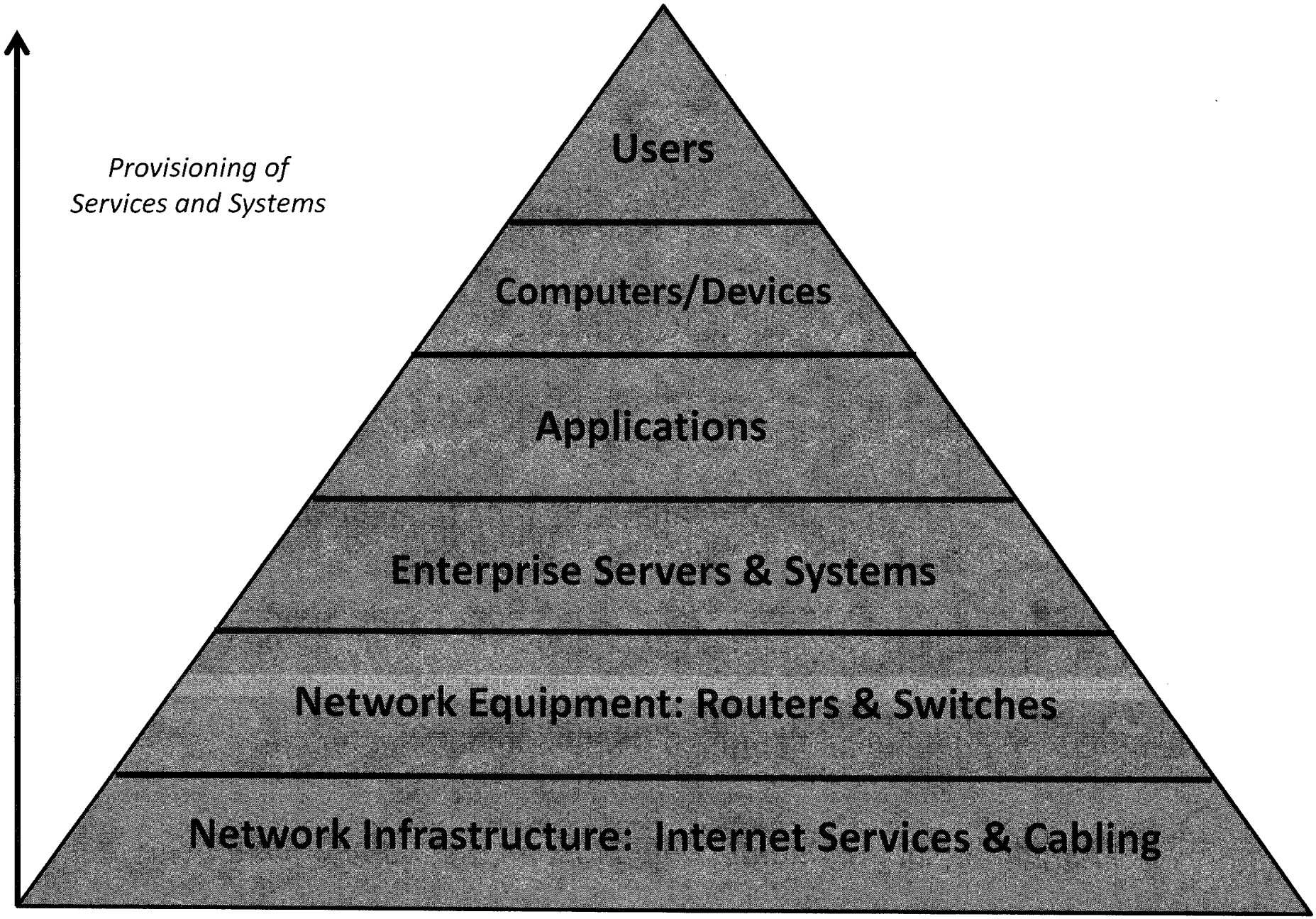
# DISTRICT TECHNOLOGY HIERARCHY



# Enterprise Servers and Solutions

- CUSD Data Center
  - Storage Area Network (SAN) with 72TB storage
  - Virtualize over 100 servers with room to consolidate more applications
  - Storage for all users
  - Evaluating Virtualization of the Desktop

# DISTRICT TECHNOLOGY HIERARCHY



# Applications

- Textbook Resources (enVision, Scott Foresman, etc)
- Electronic Learning Programs (Fraction Nation, Renaissance Place, FasttMath, ST Math, UltraKey, etc)
- Aeries Student/Parent/Teacher Portal
- QSS Business/HR System
- Discovery Streaming
- SchoolLoop Plus
- Edmodo
- iSafe Curriculum
- My Big Campus (youtube)

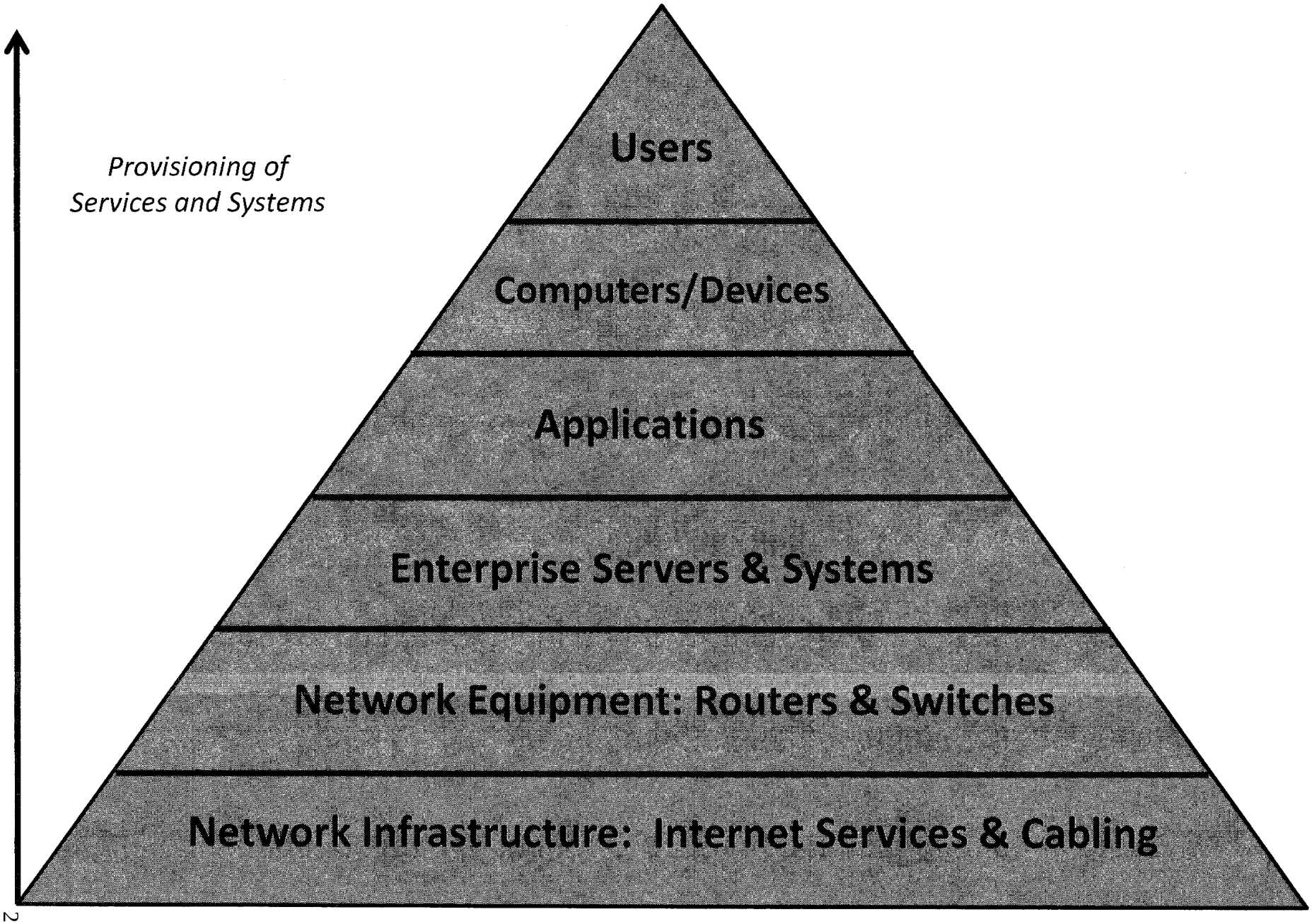
# Applications

## CCSS & SBAC

- Smarter Balance Assessment Consortium
  - CDE Selected Trial Sites: VDMMS and LNES

- SBAC Pilot Test – Phase II – in progress

## DISTRICT TECHNOLOGY HIERARCHY



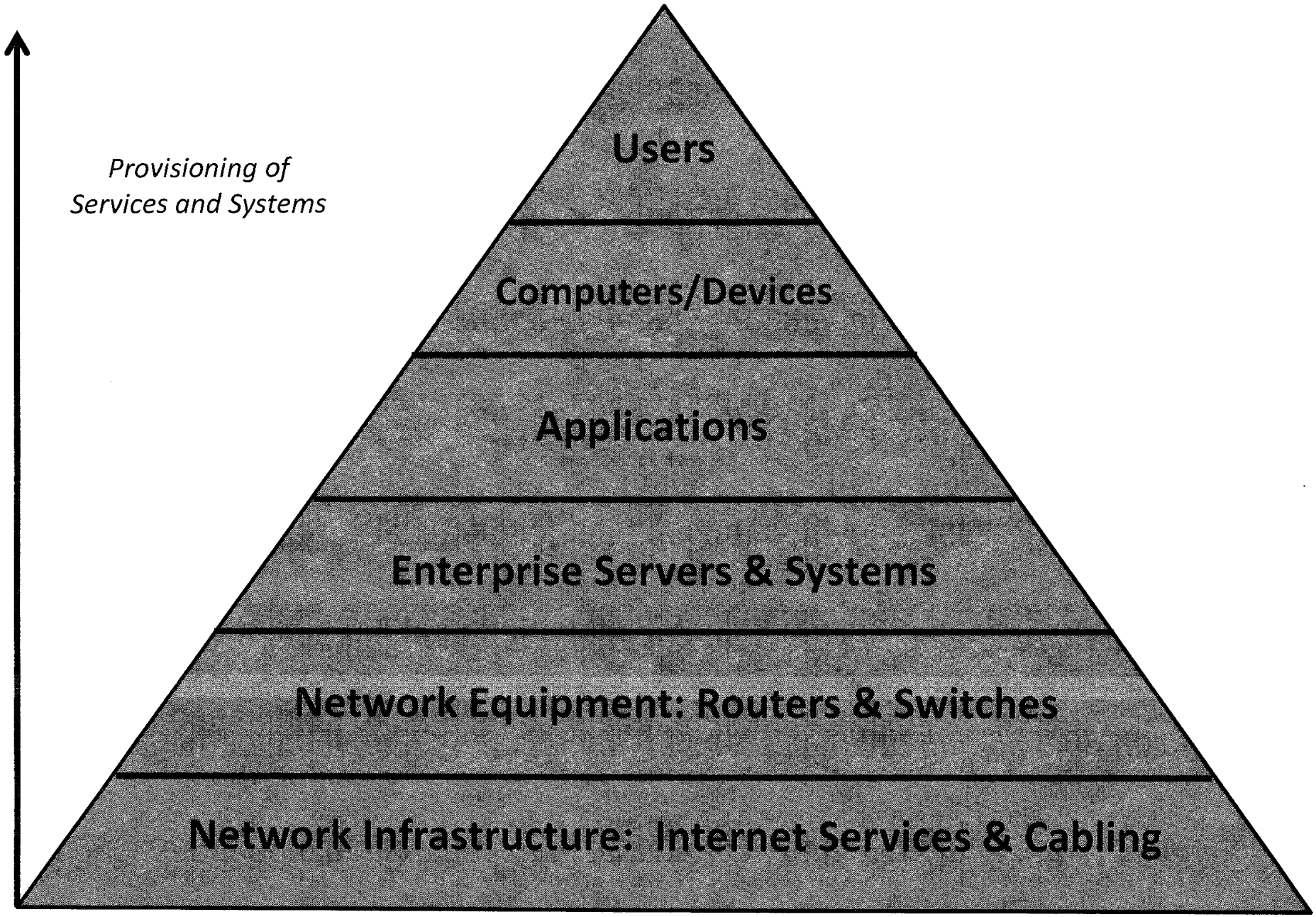
# Computers / Devices

- 13,000 computers
- 2000+ iPod Touches
- 300+ iPad/iPad minis
- 2,000 – 10,000 BYOD

# Computers / Devices

- Known: over 5000 are over 4 years old
- In process of developing computer replacement plan
- Preparing SBAC/CCSS testing – determining if labs need to updated or added

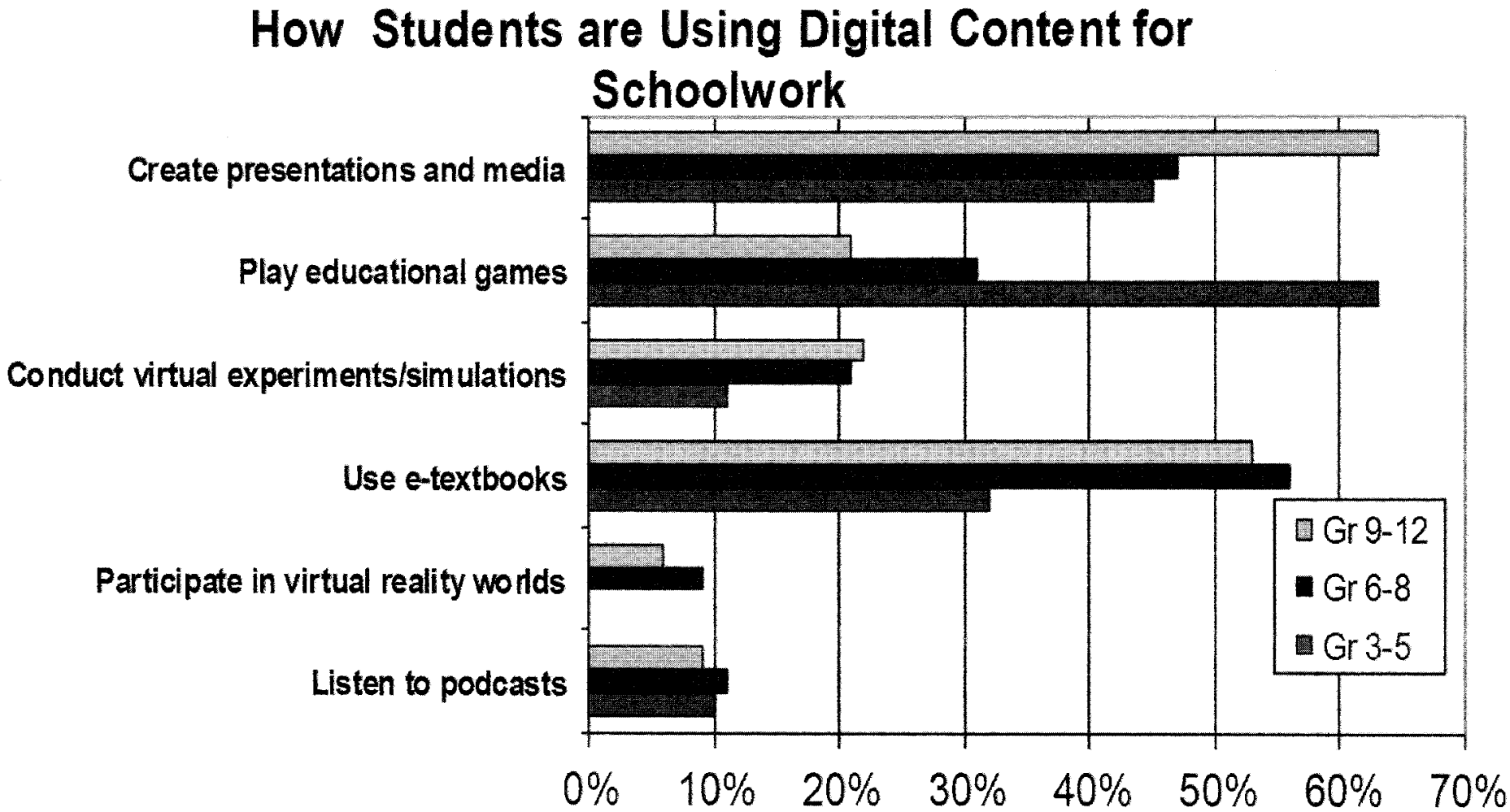
# DISTRICT TECHNOLOGY HIERARCHY



# Users

- Over 51,000 students
- Over 4,000 employees

# Today's Student…




Project Tomorrow 2012

# Today's Student…

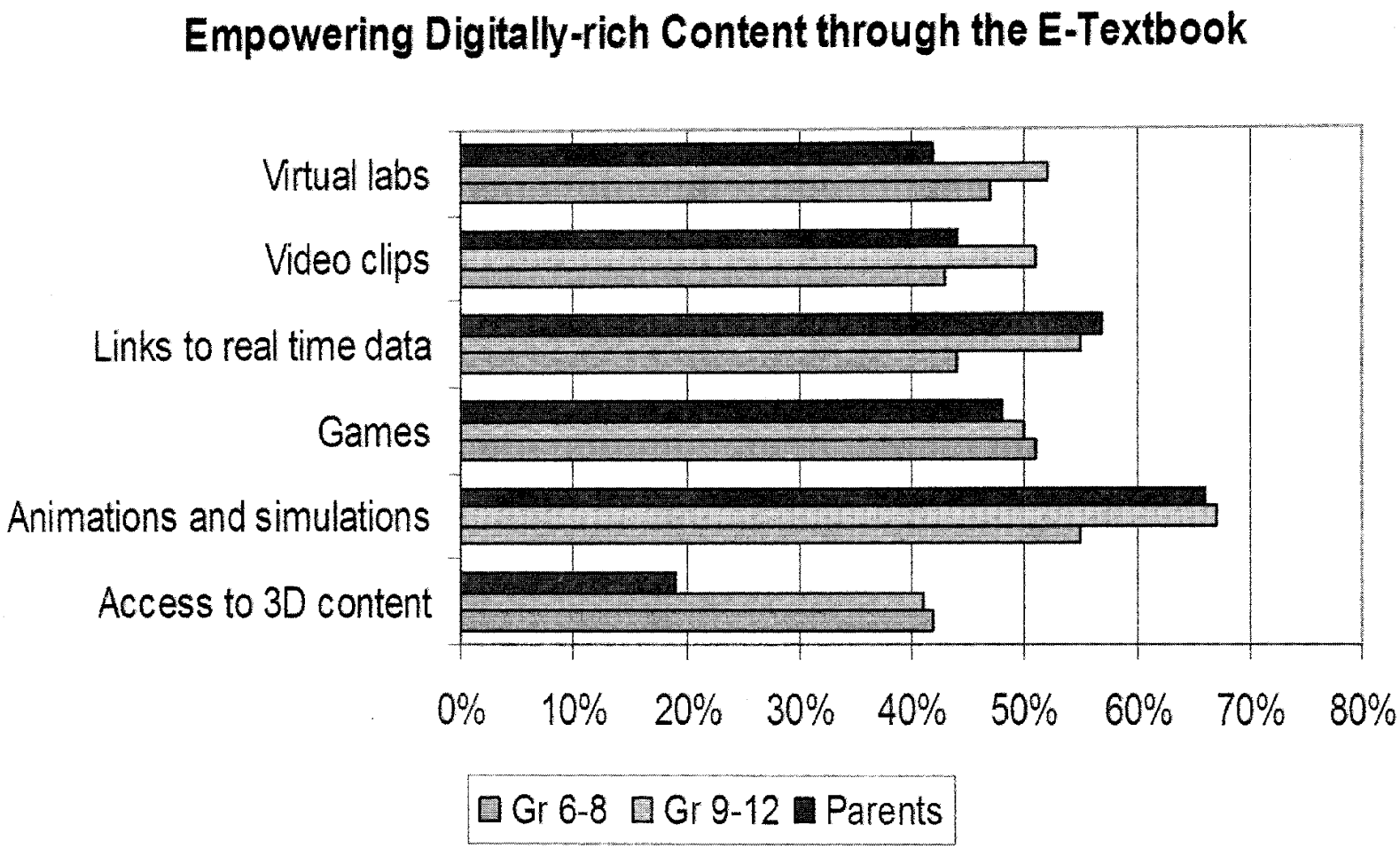
Students – Grades 6-8: How would you use your mobile device to help you with schoolwork?

#1: To increase effectiveness of school:

| | **CUSD** | Nat'l |
|---|---|---|
| Check grades | 80% | 69% |
| Take notes for class | 60% | 61% |
| Access online textbooks | 69% | 48% |
| Learn about school activities | 42% | 41% |
| Use the calendar | 43% | 35% |

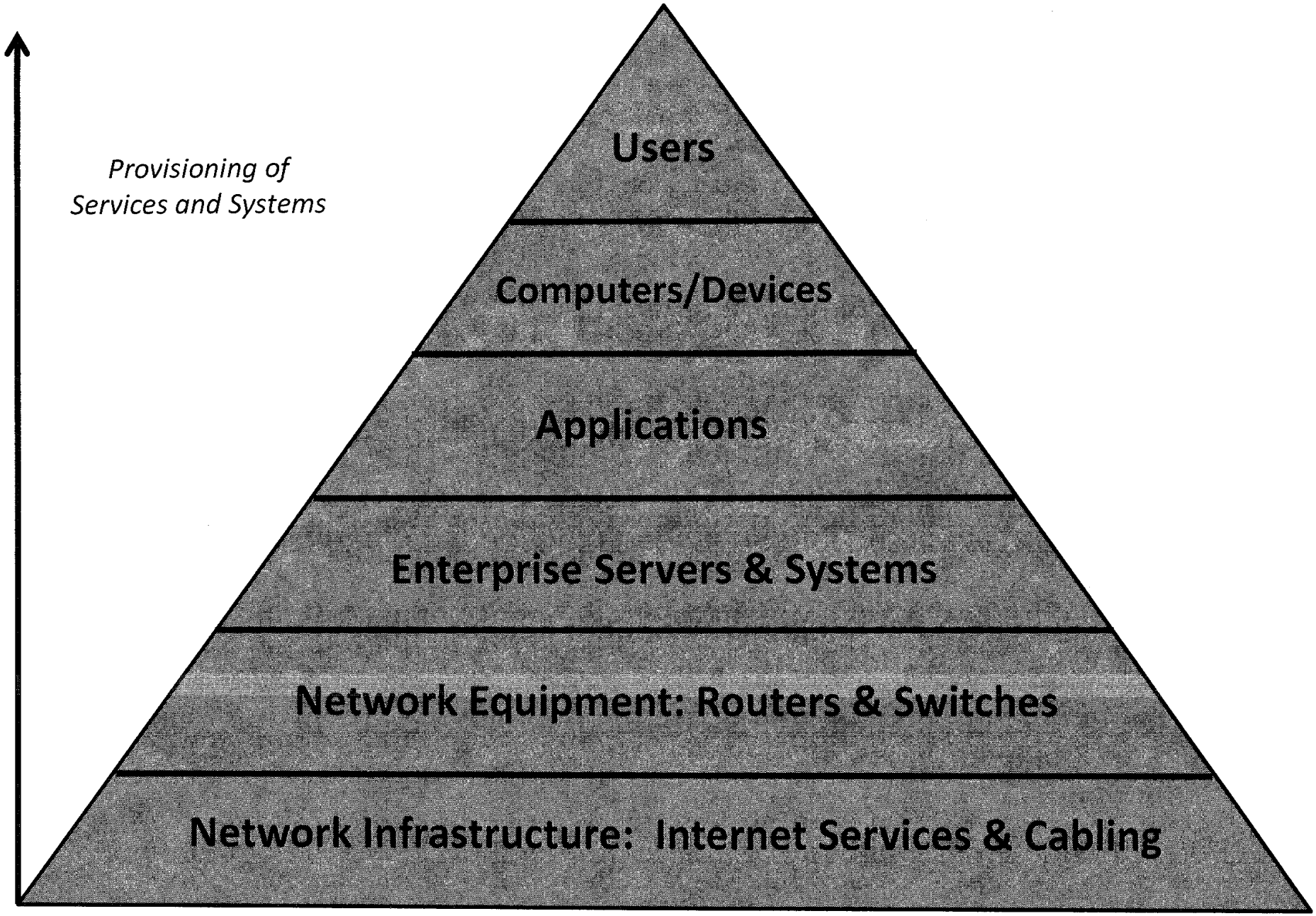
Project Tomorrow 2012

# The Ultimate E-Textbook: **CUSD**




Project Tomorrow 2012

## DISTRICT TECHNOLOGY HIERARCHY



# Questions

# Thank you

REVISED 4-19-13

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 24, 2013

**PURCHASE OF NETWORK EQUIPMENT FOR VARIOUS SCHOOL SITES**

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## BACKGROUND INFORMATION

As shared with the Board in the April 24, 2013, Technology Infrastructure Report, the District has identified an estimated $1.7 million in network upgrades to provide each campus sufficient wireless connectivity and access to necessary learning applications and operational systems. The project will upgrade the infrastructure at 36 campuses including campus-wide wireless. A total of 279 switches and 703 access points make up the equipment associated with this project. Installations of this equipment would ideally begin in Summer 2013 to avoid network and system interruptions to school site operations.

## CURRENT CONSIDERATIONS

At the June 27, 2012, Board meeting, Trustees requested the evaluation of whether Community Facilities District (CFD) funds would be an allowable expenditure to fund network upgrades. Based on this request, it has been determined that 18 of the 36 sites that require upgrades, could be funded by CFD funds and the remaining sites via developer fees. Of the total $1,679,784, CFD funds qualify for $953,937.17. The remaining balance of $705,372.42 qualifies to be funded from developer fees. In order to bring all schools in the District up to date with the latest in wireless connectivity, this agenda item requests approval of the purchase of networking equipment, services, and support to upgrade the infrastructure at 36 school sites.

## FINANCIAL IMPLICATIONS

The fiscal impact of these upgrades is $1,679,784 to be paid from developer fees and CFD funds.

## STAFF RECOMMENDATION

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

Following discussion, it is recommended the Board of Trustees approve the purchase of network equipment for various sites.



**EXHIBIT 8**

**Exhibit 8 was changed on Friday, April 19, 2013, from a Lease/Purchase recommendation to a purchase recommendation. The Lease/Purchase agreement covered pages 32-50 of the agenda. These pages have been removed due to the revision of the item.**

**Pages 31-50**

REVISED 4-19-13

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 24, 2013

**RESOLUTION NO. 1213-40**
**CLASSIFIED LAYOFF**
**NON-MANAGEMENT EMPLOYEES**

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

*WHEREAS*, it is due to a bona fide reduction in funding and/or lack of work that the District will reduce or discontinue certain services being provided directly or indirectly to programs and services (vacant/outstanding positions), and

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

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

| Position Elimination/Classified | Number of Full Time Equivalents | Number of Positions Eliminated | Positions Currently Vacant |
|---|---|---|---|
| Bilingual Community Services Liaison | 2.9375 | 6 | 3 |
| Bilingual Instructional Assistant | 2.5 | 6 | 1 |
| Bilingual Instructional Assistant-Community Education ESL | .6875 | 2 | 0 |
| Custodian II | 1 | 1 | 1 |
| Elementary Library Media Technician | .4375 | 1 | 3 |
| Grounds Equipment Operator | 1 | 1 | 1 |
| Infant/Toddler Childcare Provider | .4375 | 1 | 1 |
| Instructional Assistant | 7.1875 | 18 | 3 |
| Instructional Assistant-Community Education | 1.275 | 7 | 1 |
| Instructional Assistant-Science | .4375 | 1 | 1 |
| Intermediate Office Assistant | 2.4875 | 3 | 3 |
| Job Technician I | 1.9125 | 4 | 4 |
| Preschool Teacher | 2.25 | 3 | 1 |
| School Bus Driver/Delegated Behind the Wheel Trainer | 1 | 1 | 1 |
| School Clerk I | .875 | 2 | 1 |
| Senior Staff Secretary | 1 | 1 | 1 |
| Staff Secretary | 1 | 1 | 1 |
| Technology Support Specialist I | 1 | 1 | 1 |
| User Support Specialist | 1 | 1 | 1 |
| **TOTAL** | **30.425** | **61** | **29** |

*AND BE IT FURTHER RESOLVED* the Superintendent of the District is hereby authorized and directed to give notice of termination/reduction of employment to such classified employees of the District pursuant to District rules and regulations, the collective bargaining agreement, and applicable provisions of the Education Code of the State of California, to take effect no earlier than 60 days prior to the effective day of layoff as set forth above.

*PASSED AND ADOPTED* by the Board of Trustees of the Capistrano Unified School District on April 24, 2013, by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

I, Joseph M. Farley, Ed.D., Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on April 24, 2013, by a roll call vote.

**BOARD OF TRUSTEES OF THE**
**CAPISTRANO UNIFIED SCHOOL DISTRICT,**
**COUNTY OF ORANGE, STATE OF CALIFORNIA**

By:_____
Anna Bryson
Clerk of the Board of Trustees

By:_____
Joseph M. Farley, Ed.D.
Secretary to the Board of Trustees

c: Superintendent, Orange County Department of Education

**CUSD COPs ANALYSIS**
**SUMMARY OF SCENARIOS**

| Scenario | Allocation Methodology | Lease Revenues Available to Pay Debt Service | Previous Contribution from CFDs | Future Contribution from CFDs | Total Contribution from CFDs | No. of Units or Students at Buildout | Average Contribution Needed Per Unit or Student |
|---|---|---|---|---|---|---|---|
| 1 | based on Residential Units | No | $19,787,154 | $5,128,367 | $24,915,521 | 43,574 Units | $572 per Unit |
| 2 | based on Students | No | $19,787,154 | $5,128,367 | $24,915,521 | 15,044 Students | $1,656 per Student |
| 3 | based on Residential Units | Yes | $19,787,154 | $0 | $19,787,154 | 43,574 Units | $454 per Unit |
| 4 | based on Students | Yes | $19,787,154 | $0 | $19,787,154 | 15,044 Students | $1,315 per Student |

**CUSD COPs ANALYSIS**
**All CFDs**
**SCENARIO 1: ALLOCATION BASED ON UNITS**
**(Allocation of revenues including credits for CFDs with prior contributions)**

**SECTION I: HISTORICAL CONTRIBUTIONS BY CFD [1]**

| CFD | Contribution | Amount of Contribution |
|---|---|---|
| Facilities Contributions | | |
| 87-1 | Education Center | $14,388,463 |
| 2004-1 | Education Center | $500,000 |
| Debt Service Contributions | | |
| 90-2 | 12/1/05 Bond Call | $80,000 |
| 90-2 | 12/1/06 debt service | $65,000 |
| 90-2 | 12/1/06 debt service | $62,260 |
| 90-2 | 06/01/07 debt service | $272,817 |
| 90-2 | 06/01/08 debt service | $19,000 |
| 90-2 | 12/01/09 debt service | $238,140 |
| 90-2 | 6/01/10 debt service | $233,772 |
| 90-2 | 12/01/10 debt service | $364,328 |
| 90-2 | 6/01/11 debt service | $81,854 |
| 90-2 | 12/01/11 debt service | $61,657 |
| 90-2 | 6/01/12 debt service | $181,105 |
| Subtotal | | $1,659,933 |
| 94-1 | 06/01/05 debt service | $500,000 |
| 94-1 | 12/1/05 Bond Call | $170,000 |
| 94-1 | 12/1/05 debt service | $500,000 |
| 94-1 | 6/1/06 debt service | $215,812 |
| 94-1 | 12/1/06 debt service | $120,000 |
| 94-1 | 12/01/09 debt service | $238,090 |
| Subtotal | | $1,743,902 |
| 98-2 | 12/1/06 debt service | $65,000 |
| 98-2 | 12/1/07 Bond Call | $250,000 |
| 98-2 | 06/01/08 debt service | $19,000 |
| 98-2 | 12/01/09 debt service | $238,140 |
| 98-2 | 6/01/10 debt service | $233,772 |
| 98-2 | 12/01/10 debt service | $364,328 |
| 98-2 | 6/01/11 debt service | $81,854 |
| 98-2 | 12/01/11 debt service | $61,657 |
| 98-2 | 6/01/12 debt service | $181,105 |
| Subtotal | | $1,494,856 |
| TOTAL | | $19,787,154 |

**SECTION II: FUTURE REVENUES NEEDED FROM CFDs**

| Calendar Year | Series 2012 COP Debt Service for Ancillary Facilities Component [2] | CUSD Share of the San Juan Capistrano Tax Increment [4] | Amount Needed |
|---|---|---|---|
| 2012 [3] | ($1,258,903) | $1,461,258 | $0 |
| 2013 | ($1,396,088) | $1,451,019 | $0 |
| 2014 | ($1,384,320) | $419,352 | ($964,968) |
| 2015 | ($1,371,320) | $510,138 | ($861,182) |
| 2016 | ($1,358,920) | $1,061,248 | ($297,672) |
| 2017 | ($1,362,620) | $1,558,243 | $0 |
| 2018 | ($1,359,720) | $1,451,019 | $0 |
| 2019 | ($1,356,420) | $419,352 | ($937,068) |
| 2020 | ($1,352,720) | $510,138 | ($842,582) |
| 2021 | ($1,353,620) | $1,061,248 | ($292,372) |
| 2022 | ($1,355,945) | $1,558,243 | $0 |
| 2023 | ($1,347,595) | $1,451,019 | $0 |
| 2024 | ($1,351,875) | $419,352 | ($932,523) |
| 2025 | ($164,000) | $510,138 | $0 |
| TOTAL | ($17,774,067) | $13,841,767 | ($5,128,367) |
| Lease Revenues Available | | | $0 |
| Amount Needed from CFDs | | | ($5,128,367) |

[1] Based on "COP Funding History" worksheet provided by CUSD 10/19/12 and information dated 11/8/12.
[2] Provided by Government Financial Strategies, Inc. 11/6/12.
[3] Debt service for 2012 includes only the December 2012 payment due. Tax increment shown is the amount available for the December 2012 payment.
[4] Based on "More Conservative Proj Table B.2 (ROPS)" provided by Public Economics Inc. 12/11/12.

**CUSD COPs ANALYSIS**
**All CFDs**
**SCENARIO 1: ALLOCATION BASED ON UNITS**

**SECTION III: ESTIMATED RESIDENTIAL UNITS AT BUILDOUT BY CFD [1]**

| CFD | No. of Expected Units at Buildout |
|---|---|
| 87-1 | 22,649 |
| 88-1 | 2,658 |
| 90-1 | 3,208 |
| 90-2 | 3,752 [2] |
| 92-1 | 1,981 |
| 94-1 | 727 |
| 98-1A | 416 |
| 98-2 | 7,908 |
| 2004-1 | 120 |
| 2005-1 | 155 |
| Total | 43,574 |

**SECTION IV: TOTAL AMOUNT REQUIRED FROM CFDs**

| | |
|---|---|
| Contribution as shown in Section I | $19,787,154 |
| Future revenues needed as shown in Section II | $5,128,367 |
| Total contribution from CFDs | $24,915,521 |
| | |
| No. of expected units at buildout from Section III | 43,574 |
| Average amount needed per unit | $572 |

**SECTION V: PRIOR AMOUNT CONTRIBUTED BY CFD**

| CFD | Contribution | Units from Section III | Avg. Amount per Unit |
|---|---|---|---|
| CFD No. 87-1 | $14,388,463 | 22,649 | $635 |
| CFD No. 90-2 | $1,659,933 | 3,752 | $442 |
| CFD No. 94-1 | $1,743,902 | 727 | $2,399 |
| CFD No. 98-2 | $1,494,856 | 7,908 | $189 |
| CFD No. 2004-1 | $500,000 | 120 | $4,167 |
| TOTAL | $19,787,154 | 35,156 | $563 |

**SECTION VI: PROPOSED FUTURE ALLOCATIONS (BY YEAR)**

| | CFD No. | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Fiscal Year | 87-1 | 88-1 | 90-1 [4] | 90-2 | 92-1 | 94-1 | 98-1A | 98-2 | 2004-1 | 2005-1 | Total |
| Prior Years | $14,388,463 | $0 | $0 | $1,659,933 | $0 | $1,743,902 | $0 | $1,494,856 | $500,000 | $0 | $19,787,154 |
| 2012-13 | $-0 | $0 | $-0 | $-0 | $-0 | $0 | $-0 | $-0 | $0 | $-0 | $0 |
| 2013-14 | ($250,092) | $750,000 | $525,800 | $154,310 | $269,080 | ($1,314,526) | $68,184 | $881,301 | ($119,088) | $0 | $964,968 |
| 2014-15 | ($223,194) | $0 | $293,875 | $86,245 | $240,139 | $0 | $38,108 | $492,568 | ($66,560) | $0 | $861,182 |
| 2015-16 | ($77,148) | $0 | $101,579 | $29,811 | $83,005 | $0 | $13,172 | $170,259 | ($23,007) | $0 | $297,672 |
| 2016-17 | $0 | $0 | $0 | $0 | $-0 | $0 | $0 | $0 | $-0 | $0 | $0 |
| 2017-18 | $0 | $0 | $0 | $0 | $-0 | $0 | $0 | $0 | $-0 | $0 | $0 |
| 2018-19 | ($242,861) | $0 | $309,832 | $90,929 | $261,300 | $0 | $40,178 | $519,314 | ($70,174) | $28,551 | $937,068 |
| 2019-20 | ($218,373) | $0 | $278,591 | $81,760 | $234,953 | $0 | $36,127 | $466,951 | ($63,098) | $25,672 | $842,582 |
| 2020-21 | $0 | $0 | $70,293 | $20,629 | $81,527 | $0 | $9,115 | $117,819 | ($15,921) | $8,908 | $292,372 |
| 2021-22 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $-0 | $-0 | $0 |
| 2022-23 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $-0 | $-0 | $0 |
| 2023-24 | $0 | $0 | $314,716 | $92,362 | $0 | $0 | $40,811 | $527,501 | ($71,280) | $28,413 | $932,523 |
| 2024-25 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $-0 | $-0 | $0 |
| Total | $13,376,794 | $750,000 | $1,894,686 | $2,215,980 | $1,170,004 | $429,376 | $245,695 | $4,670,567 | $70,874 | $91,545 | $24,915,521 |
| Units | 22,649 | 2,658 | 3,208 | 3,752 | 1,981 | 727 | 416 | 7,908 | 120 | 155 | 43,574 |
| Avg. per unit [3] | $591 | $282 | $591 | $591 | $591 | $591 | $591 | $591 | $591 | $591 | $572 |

[1] Estimated buildout based on expected buildout at the time of formation updated with actual development. Buildout subject to change.
[2] Includes property in the improvement area.
[3] Average per unit includes prior year contributions and proposed future contributions.
[4] Total amount on hand is $1,987,809 as of 9/30/2012 held by Wells Fargo.

**CUSD COPs ANALYSIS**
**All CFDs**
**SCENARIO 2: ALLOCATION BASED ON STUDENTS**
**(Allocation of revenues including credits for CFDs with prior contributions)**

**SECTION I: HISTORICAL CONTRIBUTIONS BY CFD [1]**

| CFD | Contribution | Amount of Contribution |
|---|---|---|
| Facilities Contributions | | |
| 87-1 | Education Center | $14,388,463 |
| 2004-1 | Education Center | $500,000 |
| Debt Service Contributions | | |
| 90-2 | 12/1/05 Bond Call | $80,000 |
| 90-2 | 12/1/06 debt service | $65,000 |
| 90-2 | 12/1/06 debt service | $62,260 |
| 90-2 | 06/01/07 debt service | $272,817 |
| 90-2 | 06/01/08 debt service | $19,000 |
| 90-2 | 12/01/09 debt service | $238,140 |
| 90-2 | 6/01/10 debt service | $233,772 |
| 90-2 | 12/01/10 debt service | $364,328 |
| 90-2 | 6/01/11 debt service | $81,854 |
| 90-2 | 12/01/11 debt service | $61,657 |
| 90-2 | 6/01/12 debt service | $181,105 |
| Subtotal | | $1,659,933 |
| 94-1 | 06/01/05 debt service | $500,000 |
| 94-1 | 12/1/05 Bond Call | $170,000 |
| 94-1 | 12/1/05 debt service | $500,000 |
| 94-1 | 6/1/06 debt service | $215,812 |
| 94-1 | 12/1/06 debt service | $120,000 |
| 94-1 | 12/01/09 debt service | $238,090 |
| Subtotal | | $1,743,902 |
| 98-2 | 12/1/06 debt service | $65,000 |
| 98-2 | 12/1/07 Bond Call | $250,000 |
| 98-2 | 06/01/08 debt service | $19,000 |
| 98-2 | 12/01/09 debt service | $238,140 |
| 98-2 | 6/01/10 debt service | $233,772 |
| 98-2 | 12/01/10 debt service | $364,328 |
| 98-2 | 6/01/11 debt service | $81,854 |
| 98-2 | 12/01/11 debt service | $61,657 |
| 98-2 | 6/01/12 debt service | $181,105 |
| Subtotal | | $1,494,856 |
| TOTAL | | $19,787,154 |

**SECTION II: FUTURE REVENUES NEEDED FROM CFDs**

| Calendar Year | Series 2012 COP Debt Service for Ancillary Facilities Component [2] | CUSD Share of the San Juan Capistrano Tax Increment [4] | Amount Needed |
|---|---|---|---|
| 2012 [3] | ($1,258,903) | $1,461,258 | $0 |
| 2013 | ($1,396,088) | $1,451,019 | $0 |
| 2014 | ($1,384,320) | $419,352 | ($964,968) |
| 2015 | ($1,371,320) | $510,138 | ($861,182) |
| 2016 | ($1,358,920) | $1,061,248 | ($297,672) |
| 2017 | ($1,362,620) | $1,558,243 | $0 |
| 2018 | ($1,359,720) | $1,451,019 | $0 |
| 2019 | ($1,356,420) | $419,352 | ($937,068) |
| 2020 | ($1,352,720) | $510,138 | ($842,582) |
| 2021 | ($1,353,620) | $1,061,248 | ($292,372) |
| 2022 | ($1,355,945) | $1,558,243 | $0 |
| 2023 | ($1,347,595) | $1,451,019 | $0 |
| 2024 | ($1,351,875) | $419,352 | ($932,523) |
| 2025 | ($164,000) | $510,138 | $0 |
| TOTAL | ($17,774,067) | $13,841,767 | ($5,128,367) |
| Lease Revenues Available | | | $0 |
| Amount Needed from CFDs | | | ($5,128,367) |

[1] Based on "COP Funding History" worksheet provided by CUSD 10/19/12 and information dated 11/8/12.
[2] Provided by Government Financial Strategies, Inc. 11/6/12.
[3] Debt service for 2012 includes only the December 2012 payment due. Tax increment shown is the amount available for the December 2012 payment.
[4] Based on "More Conservative Proj Table B.2 (ROPS)" provided by Public Economics Inc. 12/11/12.

**CUSD COPs ANALYSIS**
**All CFDs**
**SCENARIO 2: ALLOCATION BASED ON STUDENTS**

**SECTION III: ESTIMATED RESIDENTIAL UNITS/STUDENTS AT BUILDOUT BY CFD [1]**

| CFD | No. of Expected Units at Buildout | | No. of Existing Units | No. of Existing Students | Avg. Students per Unit | | Projected No. of Students at Buildout |
|---|---|---|---|---|---|---|---|
| 87-1 | 22,649 | | 21,256 | 5,667 | 0.2666 | | 6,038 |
| 88-1 | 2,658 | | 2,658 | 861 | 0.3239 | | 861 |
| 90-1 | 3,208 | | 3,814 | 926 | 0.2428 | [5] | 779 |
| 90-2 | 3,752 | [2] | 3,515 | 1,744 | 0.4962 | | 1,862 |
| 92-1 | 1,981 | | 1,981 | 851 | 0.4296 | | 851 |
| 94-1 | 727 | | 727 | 336 | 0.4622 | | 336 |
| 98-1A | 416 | | 84 | 24 | 0.2857 | | 119 |
| 98-2 | 7,908 | | 7,908 | 4,101 | 0.5186 | | 4,101 |
| 2004-1 | 120 | | 120 | 44 | 0.3667 | | 44 |
| 2005-1 | 155 | | 67 | 0 | 0.3455 | [6] | 54 |
| Total | 43,574 | | 42,130 | 14,554 | 0.3455 | | 15,044 |

**SECTION IV: TOTAL AMOUNT REQUIRED FROM CFDs**

| | |
|---|---|
| Contribution as shown in Section I | $19,787,154 |
| Future revenues needed as shown in Section II | $5,128,367 |
| Total contribution from CFDs | $24,915,521 |
| | |
| No. of expected students at buildout from Section III | 15,044 |
| Average amount needed per student | $1,656 |

**SECTION V: PRIOR AMOUNT CONTRIBUTED BY CFD**

| CFD | Contribution | Students from Section III | Avg. Amount per Student |
|---|---|---|---|
| CFD No. 87-1 | $14,388,463 | 6,038 | $2,383 |
| CFD No. 90-2 | $1,659,933 | 1,862 | $892 |
| CFD No. 94-1 | $1,743,902 | 336 | $5,190 |
| CFD No. 98-2 | $1,494,856 | 4,101 | $365 |
| CFD No. 2004-1 | $500,000 | 44 | $11,364 |
| TOTAL | $19,787,154 | 12,381 | $1,598 |

**SECTION VI: PROPOSED FUTURE ALLOCATIONS (BY YEAR) [7]**

| | CFD No. | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Fiscal Year | 87-1 | 88-1 | 90-1 [4] | 90-2 | 92-1 | 94-1 | 98-1A | 98-2 | 2004-1 | 2005-1 | Total |
| Prior Years | $14,388,463 | $0 | $0 | $1,659,933 | $0 | $1,743,902 | $0 | $1,494,856 | $500,000 | $0 | $19,787,154 |
| 2012-13 | $-0 | $0 | $-0 | $-0 | $-0 | $0 | $-0 | $-0 | $0 | $-0 | $0 |
| 2013-14 | ($1,013,605) | $750,000 | $338,197 | $385,297 | $333,460 | ($1,171,423) | $51,610 | $1,399,752 | ($108,319) | $0 | $964,968 |
| 2014-15 | ($904,588) | $0 | $240,273 | $273,735 | $297,595 | $0 | $36,666 | $994,457 | ($76,956) | $0 | $861,182 |
| 2015-16 | ($312,676) | $0 | $83,052 | $94,618 | $102,865 | $0 | $12,674 | $343,739 | ($26,600) | $0 | $297,672 |
| 2016-17 | $0 | $0 | $0 | $0 | $-0 | $0 | $0 | $0 | $-0 | $0 | $0 |
| 2017-18 | $0 | $0 | $0 | $0 | $-0 | $0 | $0 | $0 | $-0 | $0 | $0 |
| 2018-19 | ($984,299) | $0 | $256,789 | $292,551 | $323,819 | $0 | $39,186 | $1,062,814 | ($82,246) | $28,453 | $937,068 |
| 2019-20 | ($885,051) | $0 | $230,896 | $263,053 | $291,168 | $0 | $35,235 | $955,649 | ($73,953) | $25,584 | $842,582 |
| 2020-21 | $0 | $0 | $29,860 | $34,019 | $101,034 | $0 | $4,557 | $123,588 | ($9,564) | $8,878 | $292,372 |
| 2021-22 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $-0 | $-0 | $0 |
| 2022-23 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $-0 | $-0 | $0 |
| 2023-24 | $0 | $0 | $147,977 | $168,586 | $0 | $0 | $22,582 | $612,458 | ($47,395) | $28,315 | $932,523 |
| 2024-25 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $-0 | $-0 | $0 |
| Total | $10,288,244 | $750,000 | $1,327,044 | $3,171,791 | $1,449,940 | $572,479 | $202,510 | $6,987,315 | $74,968 | $91,231 | $24,915,521 |
| Students | 6,038 | 861 | 779 | 1,862 | 851 | 336 | 119 | 4,101 | 44 | 54 | 15,044 |
| Avg. per student [3] | $1,704 | $871 | $1,704 | $1,704 | $1,704 | $1,704 | $1,704 | $1,704 | $1,704 | $1,704 | $1,656 |

[1] Estimated buildout based on expected buildout at the time of formation updated with actual development. Buildout subject to change.
[2] Includes property in the improvement area.
[3] Average per student includes prior year contributions and proposed future contributions.
[4] Total amount on hand is $1,987,809 as of 9/30/2012 held by Wells Fargo.
[5] DTA does not have parcel information for CUSD CFD No. 90-1. For purposes of calculating the student generation factor, we have utilized parcel data for OC CFD No. 87-8 (Coto de Caza).
[6] There are currently no students living within the CFD. For purposes of this analysis, we have assumed an average student generation ratio of 0.3455 as calculated in aggregate for the other CFDs.
[7] Amounts shown herein are estimates only; actual amounts will vary.

**CUSD COPs ANALYSIS**
**All CFDs**
**SCENARIO 3: ALLOCATION BASED ON UNITS - ASSUMES NO FUTURE CONTRIBUTION FROM CFDs**
**(Allocation of revenues including credits for CFDs with prior contributions)**

**SECTION I: HISTORICAL CONTRIBUTIONS BY CFD [1]**

| CFD | Contribution | Amount of Contribution |
|---|---|---|
| Facilities Contributions | | |
| 87-1 | Education Center | $14,388,463 |
| 2004-1 | Education Center | $500,000 |
| Debt Service Contributions | | |
| 90-2 | 12/1/05 Bond Call | $80,000 |
| 90-2 | 12/1/06 debt service | $65,000 |
| 90-2 | 12/1/06 debt service | $62,260 |
| 90-2 | 06/01/07 debt service | $272,817 |
| 90-2 | 06/01/08 debt service | $19,000 |
| 90-2 | 12/01/09 debt service | $238,140 |
| 90-2 | 6/01/10 debt service | $233,772 |
| 90-2 | 12/01/10 debt service | $364,328 |
| 90-2 | 6/01/11 debt service | $81,854 |
| 90-2 | 12/01/11 debt service | $61,657 |
| 90-2 | 6/01/12 debt service | $181,105 |
| Subtotal | | $1,659,933 |
| 94-1 | 06/01/05 debt service | $500,000 |
| 94-1 | 12/1/05 Bond Call | $170,000 |
| 94-1 | 12/1/05 debt service | $500,000 |
| 94-1 | 6/1/06 debt service | $215,812 |
| 94-1 | 12/1/06 debt service | $120,000 |
| 94-1 | 12/01/09 debt service | $238,090 |
| Subtotal | | $1,743,902 |
| 98-2 | 12/1/06 debt service | $65,000 |
| 98-2 | 12/1/07 Bond Call | $250,000 |
| 98-2 | 06/01/08 debt service | $19,000 |
| 98-2 | 12/01/09 debt service | $238,140 |
| 98-2 | 6/01/10 debt service | $233,772 |
| 98-2 | 12/01/10 debt service | $364,328 |
| 98-2 | 6/01/11 debt service | $81,854 |
| 98-2 | 12/01/11 debt service | $61,657 |
| 98-2 | 6/01/12 debt service | $181,105 |
| Subtotal | | $1,494,856 |
| TOTAL | | $19,787,154 |

**SECTION II: FUTURE REVENUES NEEDED FROM CFDs**

| Calendar Year | Series 2012 COP Debt Service for Ancillary Facilities Component [2] | CUSD Share of the San Juan Capistrano Tax Increment [4] | Amount Needed |
|---|---|---|---|
| 2012 [3] | ($1,258,903) | $1,461,258 | $0 |
| 2013 | ($1,396,088) | $1,451,019 | $0 |
| 2014 | ($1,384,320) | $419,352 | ($964,968) |
| 2015 | ($1,371,320) | $510,138 | ($861,182) |
| 2016 | ($1,358,920) | $1,061,248 | ($297,672) |
| 2017 | ($1,362,620) | $1,558,243 | $0 |
| 2018 | ($1,359,720) | $1,451,019 | $0 |
| 2019 | ($1,356,420) | $419,352 | ($937,068) |
| 2020 | ($1,352,720) | $510,138 | ($842,582) |
| 2021 | ($1,353,620) | $1,061,248 | ($292,372) |
| 2022 | ($1,355,945) | $1,558,243 | $0 |
| 2023 | ($1,347,595) | $1,451,019 | $0 |
| 2024 | ($1,351,875) | $419,352 | ($932,523) |
| 2025 | ($164,000) | $510,138 | $0 |
| TOTAL | ($17,774,067) | $13,841,767 | ($5,128,367) |
| Lease Revenues Available | | | $5,128,367 |
| Amount Needed from CFDs | | | $0 |

[1] Based on "COP Funding History" worksheet provided by CUSD 10/19/12 and information dated 11/8/12.
[2] Provided by Government Financial Strategies, Inc. 11/6/12.
[3] Debt service for 2012 includes only the December 2012 payment due. Tax increment shown is the amount available for the December 2012 payment.
[4] Based on "More Conservative Proj Table B.2 (ROPS)" provided by Public Economics Inc. 12/11/12.

**CUSD COPs ANALYSIS**
**All CFDs**
**SCENARIO 3: ALLOCATION BASED ON UNITS - ASSUMES NO FUTURE CONTRIBUTION FROM CFDs**

**SECTION III: ESTIMATED RESIDENTIAL UNITS AT BUILDOUT BY CFD [1]**

| CFD | No. of Expected Units at Buildout |
|---|---|
| 87-1 | 22,649 |
| 88-1 | 2,658 |
| 90-1 | 3,208 |
| 90-2 | 3,752 [2] |
| 92-1 | 1,981 |
| 94-1 | 727 |
| 98-1A | 416 |
| 98-2 | 7,908 |
| 2004-1 | 120 |
| 2005-1 | 155 |
| Total | 43,574 |

**SECTION IV: TOTAL AMOUNT REQUIRED FROM CFDs**

| | |
|---|---|
| Contribution as shown in Section I | $19,787,154 |
| Future revenues needed as shown in Section II | $0 |
| Total contribution from CFDs | $19,787,154 |
| | |
| No. of expected units at buildout from Section III | 43,574 |
| Average amount needed per unit | $454 |

**SECTION V: PRIOR AMOUNT CONTRIBUTED BY CFD**

| CFD | Contribution | Units from Section III | Avg. Amount per Unit |
|---|---|---|---|
| CFD No. 87-1 | $14,388,463 | 22,649 | $635 |
| CFD No. 90-2 | $1,659,933 | 3,752 | $442 |
| CFD No. 94-1 | $1,743,902 | 727 | $2,399 |
| CFD No. 98-2 | $1,494,856 | 7,908 | $189 |
| CFD No. 2004-1 | $500,000 | 120 | $4,167 |
| TOTAL | $19,787,154 | 35,156 | $563 |

**SECTION VI: PROPOSED FUTURE ALLOCATIONS (BY YEAR)**

| | CFD No. | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Fiscal Year | 87-1 | 88-1 | 90-1 [4] | 90-2 | 92-1 | 94-1 | 98-1A | 98-2 | 2004-1 | 2005-1 | Total |
| Prior Years | $14,388,463 | $0 | $0 | $1,659,933 | $0 | $1,743,902 | $0 | $1,494,856 | $500,000 | $0 | $19,787,154 |
| 2012-13 | $0 | $0 | $0 | $0 | $0 | $-0 | $0 | $0 | $-0 | $0 | $0 |
| 2013-14 | ($550,067) | $750,000 | $388,334 | $22,316 | $239,803 | ($1,405,648) | $50,358 | $568,356 | ($63,452) | $0 | $0 |
| 2014-15 | ($550,067) | $0 | $187,722 | $10,788 | $115,922 | $0 | $24,343 | $274,745 | ($63,452) | $0 | $0 |
| 2015-16 | ($550,067) | $0 | $187,722 | $10,788 | $115,922 | $0 | $24,343 | $274,745 | ($63,452) | $0 | $0 |
| 2016-17 | ($550,067) | $0 | $187,722 | $10,788 | $115,922 | $0 | $24,343 | $274,745 | ($63,452) | $0 | $0 |
| 2017-18 | ($550,067) | $0 | $187,722 | $10,788 | $115,922 | $0 | $24,343 | $274,745 | ($63,452) | $0 | $0 |
| 2018-19 | ($550,067) | $0 | $176,689 | $10,154 | $109,109 | $0 | $22,912 | $258,597 | ($63,452) | $36,059 | $0 |
| 2019-20 | ($550,067) | $0 | $176,689 | $10,154 | $109,109 | $0 | $22,912 | $258,597 | ($63,452) | $36,059 | $0 |
| 2020-21 | $0 | $0 | $-0 | $-0 | $-0 | $0 | $-0 | $-0 | $0 | $-0 | $0 |
| 2021-22 | $0 | $0 | $-0 | $-0 | $-0 | $0 | $-0 | $-0 | $0 | $-0 | $0 |
| 2022-23 | $0 | $0 | $-0 | $-0 | $-0 | $0 | $-0 | $-0 | $0 | $-0 | $0 |
| 2023-24 | $0 | $0 | $-0 | $-0 | $-0 | $0 | $-0 | $-0 | $0 | $-0 | $0 |
| 2024-25 | $0 | $0 | $-0 | $-0 | $-0 | $0 | $-0 | $-0 | $0 | $-0 | $0 |
| Total | $10,537,993 | $750,000 | $1,492,599 | $1,745,708 | $921,708 | $338,254 | $193,554 | $3,679,387 | $55,833 | $72,117 | $19,787,154 |
| Units | 22,649 | 2,658 | 3,208 | 3,752 | 1,981 | 727 | 416 | 7,908 | 120 | 155 | 43,574 |
| Avg. per unit [3] | $465 | $282 | $465 | $465 | $465 | $465 | $465 | $465 | $465 | $465 | $454 |

[1] Estimated buildout based on expected buildout at the time of formation updated with actual development. Buildout subject to change.
[2] Includes property in the improvement area.
[3] Average per unit includes prior year contributions and proposed future contributions.
[4] Total amount on hand is $1,987,809 as of 9/30/2012 held by Wells Fargo.

**CUSD COPs ANALYSIS**
**All CFDs**
**SCENARIO 4: ALLOCATION BASED ON STUDENTS - ASSUMES NO FUTURE CONTRIBUTION FROM CFDs**
**(Allocation of revenues including credits for CFDs with prior contributions)**

**SECTION I: HISTORICAL CONTRIBUTIONS BY CFD [1]**

| CFD | Contribution | Amount of Contribution |
|---|---|---|
| Facilities Contributions | | |
| 87-1 | Education Center | $14,388,463 |
| 2004-1 | Education Center | $500,000 |
| Debt Service Contributions | | |
| 90-2 | 12/1/05 Bond Call | $80,000 |
| 90-2 | 12/1/06 debt service | $65,000 |
| 90-2 | 12/1/06 debt service | $62,260 |
| 90-2 | 06/01/07 debt service | $272,817 |
| 90-2 | 06/01/08 debt service | $19,000 |
| 90-2 | 12/01/09 debt service | $238,140 |
| 90-2 | 6/01/10 debt service | $233,772 |
| 90-2 | 12/01/10 debt service | $364,328 |
| 90-2 | 6/01/11 debt service | $81,854 |
| 90-2 | 12/01/11 debt service | $61,657 |
| 90-2 | 6/01/12 debt service | $181,105 |
| Subtotal | | $1,659,933 |
| 94-1 | 06/01/05 debt service | $500,000 |
| 94-1 | 12/1/05 Bond Call | $170,000 |
| 94-1 | 12/1/05 debt service | $500,000 |
| 94-1 | 6/1/06 debt service | $215,812 |
| 94-1 | 12/1/06 debt service | $120,000 |
| 94-1 | 12/01/09 debt service | $238,090 |
| Subtotal | | $1,743,902 |
| 98-2 | 12/1/06 debt service | $65,000 |
| 98-2 | 12/1/07 Bond Call | $250,000 |
| 98-2 | 06/01/08 debt service | $19,000 |
| 98-2 | 12/01/09 debt service | $238,140 |
| 98-2 | 6/01/10 debt service | $233,772 |
| 98-2 | 12/01/10 debt service | $364,328 |
| 98-2 | 6/01/11 debt service | $81,854 |
| 98-2 | 12/01/11 debt service | $61,657 |
| 98-2 | 6/01/12 debt service | $181,105 |
| Subtotal | | $1,494,856 |
| TOTAL | | $19,787,154 |

**SECTION II: FUTURE REVENUES NEEDED FROM CFDs**

| Calendar Year | Series 2012 COP Debt Service for Ancillary Facilities Component [2] | CUSD Share of the San Juan Capistrano Tax Increment [4] | Amount Needed |
|---|---|---|---|
| 2012 [3] | ($1,258,903) | $1,461,258 | $0 |
| 2013 | ($1,396,088) | $1,451,019 | $0 |
| 2014 | ($1,384,320) | $419,352 | ($964,968) |
| 2015 | ($1,371,320) | $510,138 | ($861,182) |
| 2016 | ($1,358,920) | $1,061,248 | ($297,672) |
| 2017 | ($1,362,620) | $1,558,243 | $0 |
| 2018 | ($1,359,720) | $1,451,019 | $0 |
| 2019 | ($1,356,420) | $419,352 | ($937,068) |
| 2020 | ($1,352,720) | $510,138 | ($842,582) |
| 2021 | ($1,353,620) | $1,061,248 | ($292,372) |
| 2022 | ($1,355,945) | $1,558,243 | $0 |
| 2023 | ($1,347,595) | $1,451,019 | $0 |
| 2024 | ($1,351,875) | $419,352 | ($932,523) |
| 2025 | ($164,000) | $510,138 | $0 |
| TOTAL | ($17,774,067) | $13,841,767 | ($5,128,367) |
| Lease Revenues Available | | | $5,128,367 |
| Amount Needed from CFDs | | | $0 |

[1] Based on "COP Funding History" worksheet provided by CUSD 10/19/12 and information dated 11/8/12.
[2] Provided by Government Financial Strategies, Inc. 11/6/12.
[3] Debt service for 2012 includes only the December 2012 payment due. Tax increment shown is the amount available for the December 2012 payment.
[4] Based on "More Conservative Proj Table B.2 (ROPS)" provided by Public Economics Inc. 12/11/12.

**CUSD COPs ANALYSIS**
**All CFDs**
**SCENARIO 4: ALLOCATION BASED ON STUDENTS - ASSUMES NO FUTURE CONTRIBUTION FROM CFDs**

**SECTION III: ESTIMATED RESIDENTIAL UNITS/STUDENTS AT BUILDOUT BY CFD [1]**

| CFD | No. of Expected Units at Buildout | | No. of Existing Units | No. of Existing Students | Avg. Students per Unit | | Projected No. of Students at Buildout |
|---|---|---|---|---|---|---|---|
| 87-1 | 22,649 | | 21,256 | 5,667 | 0.2666 | | 6,038 |
| 88-1 | 2,658 | | 2,658 | 861 | 0.3239 | | 861 |
| 90-1 | 3,208 | | 3,814 | 926 | 0.2428 | [5] | 779 |
| 90-2 | 3,752 | [2] | 3,515 | 1,744 | 0.4962 | | 1,862 |
| 92-1 | 1,981 | | 1,981 | 851 | 0.4296 | | 851 |
| 94-1 | 727 | | 727 | 336 | 0.4622 | | 336 |
| 98-1A | 416 | | 84 | 24 | 0.2857 | | 119 |
| 98-2 | 7,908 | | 7,908 | 4,101 | 0.5186 | | 4,101 |
| 2004-1 | 120 | | 120 | 44 | 0.3667 | | 44 |
| 2005-1 | 155 | | 67 | 0 | 0.3455 | [6] | 54 |
| Total | 43,574 | | 42,130 | 14,554 | 0.3455 | | 15,044 |

**SECTION IV: TOTAL AMOUNT REQUIRED FROM CFDs**

| | |
|---|---|
| Contribution as shown in Section I | $19,787,154 |
| Future revenues needed from CFDs | $0 |
| Total contribution from CFDs | $19,787,154 |
| | |
| No. of expected students at buildout from Section III | 15,044 |
| Average amount needed per student | $1,315 |

**SECTION V: PRIOR AMOUNT CONTRIBUTED BY CFD**

| CFD | Contribution | Students from Section III | Avg. Amount per Student |
|---|---|---|---|
| CFD No. 87-1 | $14,388,463 | 6,038 | $2,383 |
| CFD No. 90-2 | $1,659,933 | 1,862 | $892 |
| CFD No. 94-1 | $1,743,902 | 336 | $5,190 |
| CFD No. 98-2 | $1,494,856 | 4,101 | $365 |
| CFD No. 2004-1 | $500,000 | 44 | $11,364 |
| TOTAL | $19,787,154 | 12,381 | $1,598 |

**SECTION VI: PROPOSED FUTURE ALLOCATIONS (BY YEAR) [7]**

| | CFD No. | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Fiscal Year | 87-1 | 88-1 | 90-1 [4] | 90-2 | 92-1 | 94-1 | 98-1A | 98-2 | 2004-1 | 2005-1 | Total |
| Prior Years | $14,388,463 | $0 | $0 | $1,659,933 | $0 | $1,743,902 | $0 | $1,494,856 | $500,000 | $0 | $19,787,154 |
| 2012-13 | $-0 | $0 | $0 | $0 | $0 | $-0 | $0 | $0 | $-0 | $0 | $0 |
| 2013-14 | ($897,653) | $750,000 | $218,447 | $175,261 | $238,678 | ($1,292,913) | $33,336 | $837,836 | ($62,992) | $0 | ($0) |
| 2014-15 | ($897,653) | $0 | $139,569 | $111,977 | $152,495 | $0 | $21,299 | $535,306 | ($62,992) | $0 | ($0) |
| 2015-16 | ($897,653) | $0 | $139,569 | $111,977 | $152,495 | $0 | $21,299 | $535,306 | ($62,992) | $0 | ($0) |
| 2016-17 | ($897,653) | $0 | $139,569 | $111,977 | $152,495 | $0 | $21,299 | $535,306 | ($62,992) | $0 | ($0) |
| 2017-18 | ($897,653) | $0 | $139,569 | $111,977 | $152,495 | $0 | $21,299 | $535,306 | ($62,992) | $0 | ($0) |
| 2018-19 | ($897,653) | $0 | $134,348 | $107,788 | $146,790 | $0 | $20,502 | $515,281 | ($62,992) | $35,935 | $0 |
| 2019-20 | ($897,653) | $0 | $134,348 | $107,788 | $146,790 | $0 | $20,502 | $515,281 | ($62,992) | $35,935 | $0 |
| 2020-21 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 2021-22 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 2022-23 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 2023-24 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 2024-25 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Total | $8,104,890 | $750,000 | $1,045,421 | $2,498,679 | $1,142,236 | $450,989 | $159,533 | $5,504,478 | $59,058 | $71,870 | $19,787,154 |
| Students | 6,038 | 861 | 779 | 1,862 | 851 | 336 | 119 | 4,101 | 44 | 54 | 15,044 |
| Avg. per student [3] | $1,342 | $871 | $1,342 | $1,342 | $1,342 | $1,342 | $1,342 | $1,342 | $1,342 | $1,342 | $1,315 |

[1] Estimated buildout based on expected buildout at the time of formation updated with actual development. Buildout subject to change.
[2] Includes property in the improvement area.
[3] Average per student includes prior year contributions and proposed future contributions.
[4] Total amount on hand is $1,987,809 as of 9/30/2012 held by Wells Fargo.
[5] DTA does not have parcel information for CUSD CFD No. 90-1. For purposes of calculating the student generation factor, we have utilized parcel data for OC CFD No. 87-8 (Coto de Caza).
[6] There are currently no students living within the CFD. For purposes of this analysis, we have assumed an average student generation ratio of 0.3455 as calculated in aggregate for the other CFDs.
[7] Amounts shown herein are estimates only; actual amounts will vary.

## UNIFORM COMPLAINT PROCEDURES

### I. PURPOSE

A. The Board of Trustees recognizes that the District has primary responsibility for ensuring that it complies with applicable state and federal laws and regulations governing educational programs. The District shall investigate and seek to resolve complaints at the local level.

B. This policy specifically addresses federal regulations referred to in §504 of the Rehabilitation Act of 1973 as well as the Americans with Disabilities Act of 1990. In addition, this policy addresses State Department of Education, Title 5, California Code of Regulations §§4600-4670 (5 CCR §§4600-4670), requiring that all school districts establish a local uniform complaint procedure for the following programs administered by the State Department of Education:

1. Adult Basic Education pursuant to Education Code §§8500-8538 and §§52500-52616.5;

2. Consolidated Categorical Aid Programs as listed in Education Code §64000(a);

3. Migrant Education established pursuant to Education Code §§54440-54445;

4. ~~Vocational Education~~ Career Technical and Technical Education and Training Programs established pursuant to Education Code §§52300-52480;

5. Child Care and Development Programs established pursuant to Education Code §§8200-8493;

6. Child Nutrition programs established pursuant to Education Code §§49490- 49560;

7. Special Education programs established pursuant to Education Code §§56000- 56885 and §§59000-59300;

8. Indian Education programs established pursuant to Education Code §§33370-33383.

C. This policy also applies to the filing of complaints which allege unlawful discrimination, harassment, intimidation or bullying based upon actual or perceived ethnic group identification, race, ancestry, national origin, religion, age, sexual orientation, gender identity/expression, sex, color, or physical or mental disability, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by ~~a local agency~~ the District, which is funded directly by, or that receives or benefits from any state financial assistance.

Complaints alleging unlawful discrimination in employment addressing these protected groups may be filed under other Board policies. Uniform Complaints may also be filed by individuals who believe that a District employee has attempted to use official authority or influence to threaten or coerce another employee from assisting parents/guardians in obtaining services for their special education child.

D. This policy also applies to complaints related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff. Teacher vacancies and misassignments shall be investigated pursuant to the district's Williams uniform complaint procedure.

E. This policy also applies to complaints alleging the District's non-compliance with the law regarding the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities.

~~E~~.F The Board encourages the early, informal resolution of complaints at the site level whenever possible.

~~F~~.G The Board recognizes that a neutral mediator can often suggest an early compromise that is agreeable to all parties in a dispute. The Superintendent or designee shall ensure that the mediation results are consistent with state and federal laws and regulations.

## II. DEFINITIONS

A. **Discrimination Complaint**. A written allegation officially made to the Uniform Complaint Officer or designee, by a student, parent or guardian or school employee, that there has been a violation of federal or state law or regulations governing educational programs. Improper use of authority in connection with special education referrals is subject to direct state intervention (Education Code §56406).

B. **Complainant**. Any individual (student, employee, parent or guardian) including a person's duly authorized representative or interested third party, public agency or organization who files a written complaint that alleges violation of federal or state laws or regulations, including allegations of unlawful discrimination in programs and activities funded directly by the state or receiving any financial assistance from the state.

C. **Respondent.** Individual(s) charged with or having responsibility for the alleged discriminatory action(s).

D. **Immediate Supervisor**. Individual having immediate supervisory authority over the employee.

E. **Principal/Administrator**. The management level employee having immediate administrative authority over program(s) at a site where the alleged violation occurred.

F. **Uniform Complaint Officer.** The Uniform Complaint Officer, District office, responsible for implementing and monitoring compliance with federal/state regulations. The Uniform Complaint Officer is authorized to recommend a final determination on the resolution of discrimination and program compliance complaints.

## III. NON-RETALIATION/CONFIDENTIALITY

The Board prohibits retaliation in any form for the filing of a complaint, the reporting of instances of discrimination, or for participation in complaint procedures. Such participation shall not in any way affect the status, grades, or work assignments of the complainant. The identity of a complainant alleging discrimination shall remain confidential, as appropriate.

## IV. UNIFORM COMPLAINT OFFICER

The Board of Trustees of the Capistrano Unified School District places the responsibility of appointing a Uniform Complaint Officer on the Superintendent. The Superintendent shall appoint a management level employee of the District to act as the established Uniform Complaint Officer that shall be knowledgeable about laws/programs that they are assigned to investigate. The Uniform Complaint Officer will receive and investigate complaints and ensure District compliance with applicable law. The Superintendent will notify the Board, employees and the public of the name and contact information for the Uniform Complaint Officer.

## V. NOTIFICATIONS

The Superintendent or designee shall meet the notification requirements of 5 CCR §4622 to all students, employees, parents or guardians, advisory committees, and other interested parties, including the annual dissemination of District complaint procedures and information about available appeals, civil law remedies and conditions under which a complaint may be taken directly to the California Department of Education. The Superintendent or designee shall ensure that the complainants understand that they may pursue other remedies, including actions before civil courts or other public agencies.

## VI. PROCEDURE FOR DISCRIMINATION COMPLAINTS

The following procedure shall be used to address all complaints which allege that the District has violated federal or state laws or regulations governing educational programs. The Uniform Complaint Officer shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with 5 CCR §4630. Parties involved shall be notified when a complaint is filed, and when appropriate, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

**UNIFORM COMPLAINT PROCEDURES** (continued)

## A. COMPLAINT PROCESS

### Step #1. Filing of Complaint

- An individual, public agency or organization may file a written complaint of alleged noncompliance by the District. Complaints alleging unlawful discrimination may be filed by a person who alleges that he/she personally suffered unlawful discrimination or by a person who believes that an individual or specific class of individuals has been subjected to unlawful discrimination. The complaint must be initiated no later than six months from the date when the alleged discrimination occurred or when the complainant first obtained knowledge of the facts of the alleged discrimination unless the Superintendent of Public Instruction grants an extension (5 CCR §4630).

- A complaint alleging noncompliance with the law regarding the prohibition against requiring students to pay student fees, deposits, and charges may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

- The complaint shall be presented to the Uniform Complaint Officer who shall maintain a log of complaints received, providing each with a code number and a date. If a complainant is unable to put a complaint in writing due to conditions such as illiteracy or other disabilities, District staff shall help him/her to file the complaint.

### Step #2. Mediation

- Upon receipt of the complaint, the Uniform Complaint Officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the Uniform Complaint Officer shall make all arrangements for this process. Before initiating the mediation of a discrimination complaint, the Uniform Complaint Officer shall ensure that all parties agree to make the mediator a party to related confidential information.

- If the mediation process does not resolve the problem within the parameters of law, the Uniform Complaint Officer shall proceed with his/her investigation of the complaint.

- The use of mediation shall not extend the District's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

### Step #3. Investigation of Complaint

- Investigation shall provide an opportunity for the complainant or the complainant's representative, or both, and local education agency representatives to present information relevant to the complaint and to question each other or each other's witnesses if determined appropriate by the Uniform Complaint Officer.

**UNIFORM COMPLAINT PROCEDURES** (continued)

- Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of lack of evidence to support the allegations.

- Refusal by the Local Education Agency to provide the investigator with access to records and/or information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

**Step #4. District Response**

- Within 60 days of receiving the complaint, the Uniform Complaint Officer shall prepare and send to the complainant a written report of the District's investigation and decision, as described in Step #5 below, unless the complainant agrees in writing to an extension of time.

**Step #5. Final Written Decision**

- The report of the District's decision shall be written in both English and in the language of the complainant whenever required by law.

- **The report shall include:**

    1. A detailed statement of all specific issues that were brought up during the investigation and the extent to which these issues were resolved.

    2. The findings, conclusions of law, disposition of the complaint, and corrective actions, if any.

    3. The rationale for the findings and disposition.

    4. If an employee is disciplined as a result of the complaint, this report shall state that appropriate action was taken and that the employee was informed of District expectations. The report shall not give any further information as to the nature of the disciplinary action.

    5. Notice of the complainant's right to appeal the decision within 15 days to the California Department of Education, and the procedures to be followed for initiating such an appeal.

    6. Notice that the complainant must wait until 60 days have elapsed from the filing of an appeal with the California Department of Education before pursuing civil law remedies.

## VII. APPEAL TO STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

A. Any complainant(s) may appeal the District's decision to the State Superintendent of Public Instruction by filing a written appeal with the Superintendent within 15 calendar days of receiving the District's decision. This complainant shall specify the reason(s) for appealing the District's decision.

B. The appeal shall include:

1. A copy of the complaint.

2. A copy of the District's decision.

C. Upon notification by the State Superintendent of Public Instruction that the District's decision has been appealed, the Uniform Complaint Officer shall forward the following to the State Superintendent of Public Instruction:

1. The original complaint.

2. A copy of the District's decision.

3. A summary of the nature and extent of the investigation conducted by the District, if not covered in the decision.

4. A report of any action taken to resolve the complaint.

5. A copy of this complaint procedure.

6. Such other relevant information as the State Superintendent of Public Instruction may require.

D. Complainants who feel they have not reached resolution at the local level may, at all times and in all instances seek recourse through:

Office for Civil Rights
U.S. Department of Education
Old Federal Building, 09-8010
50 United Nations Plaza, Room 239
San Francisco, CA 94102-4102
(415) 556-4275
FAX (415) 437-7783
TDD (415) 437-7786

California Department of Education
State Superintendent of Public Instruction
P.O. Box 944272
Sacramento, CA 94244-2720
(916) 319-0800

**UNIFORM COMPLAINT PROCEDURES** (continued)

## VIII. CIVIL LAW REMEDIES

A complainant may pursue available civil law remedies outside of the District's complaint procedures. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For discrimination complaints, however, a complainant must wait until 60 days have elapsed from the filing of an appeal with the California Department of Education before pursuing civil law remedies.

The 60 day waiting period does not apply to injunctive relief and is applicable only if the District apprised the complainant in a timely manner of his/her right to file a complaint in accordance with 5 CCR §4622, and Education Code §262.3. Complainants may call the Legal Aid Society; Community Mediation Center; Orange County Bar Association for assistance.

## IX. REFERRING COMPLAINTS TO OTHER APPROPRIATE STATE OR FEDERAL AGENCIES

Complaints shall be referred to specified agencies in accordance with 5 CCR §4611 or other applicable state and federal laws.

## X. BASIS FOR DIRECT STATE DEPARTMENT OF EDUCATION INTERVENTION

The California Department of Education may directly intervene in the complaint without waiting for action by the District when one of the conditions listed in 5 CCR §4650 exists. In addition, the California Department of Education may also intervene in those cases where the District has not taken action within 60 calendar days of the date the complaint was filed with the District.

*Legal Reference:*
*CODE OF REGULATIONS TITLE 5*
*4600-4687 Uniform Complaint Procedures*
*4900-4965 Nondiscrimination in elementary and secondary education programs*
*EDUCATION CODE:*
*EC 200 – 262.4 Prohibition of discrimination*
*234 Safe Place to Learn Act*
*EC 48985*
*EC 49010*
*GOVERNMENT CODE: 11135, 11138*
*PENAL CODE 422.55, 422.6*

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

Policy
revised: June 14, 1999
revised: August 9, 2000
revised: June 30, 2003
revised: July 26, 2005
revised: July 11, 2006
revised: July 21, 2008
revised: December 10, 2012
revised:

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
MARCH 13, 2013
EDUCATION CENTER – BOARD ROOM

President Alpay called the meeting to order at 6:00 p.m. The Board recessed to closed session to: discuss Public Employee Discipline/Dismissal/Release; confer with Real Property Negotiators; confer with Legal Counsel regarding Anticipated Litigation; and confer with Labor Negotiators.

The regular meeting of the Board reconvened to open session and was called to order by President Alpay at 7:05 p.m.

The Pledge of Allegiance was led by Trustee Hanacek.

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

**Permanent Record**

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

**Adoption of the Board Agenda**

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

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

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

President Alpay reported the following action taken during closed session:

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

The Board voted 7-0 to suspend Employee #017785 without pay for two (2) days.

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

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

The Board gave direction to staff.

**Agenda Item #3 C – Conference with Legal Counsel – Anticipated Litigation: Informal Dispute Resolution Case #023213**

The Board voted by a 7-0 vote to approve the settlement agreement in an amount not to exceed $38,270.

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

**Agenda Item #3 D – Conference with Labor Negotiators:**

The Board gave direction to staff.

**Special Recognitions**

U.S. Army Captain Emily Norton presented Capistrano Valley High School (CVHS) senior Megan Shinbashi a Certificate of Appreciation Award from the U.S. Army and Jim Bernet from the San Diego Army Advisory Council presented her with a $1,000 scholarship for starting Kick Start Capo, a CVHS student club which raises money for extracurricular activities, such as music, sports, and art for the school. The club also collected used shoes for donation to people in poor countries.

**ASB Report**

Student Body Representatives Megan Edwards and Charles Judd from Junipero Serra High School presented a report on activities taking place at the high school.

**Board and Superintendent Comments**

Dr. Farley referred Trustees to the 2012 Annual District Report brochure, placed before them on the dais, containing District achievements and statistics. Dr. Farley added the report was prepared by Marcus Walton, pictures taken by student photographers, and printed in the Graphic Arts Department. The report is also posted on the District website.

Trustee Bryson requested staff research refinancing the loan on the Education Center at a lower interest rate. She also shared information regarding the Asian Elephant Foundation and asked staff to consider adding the Asian Elephant Foundation education project to the science curriculum as a global science issue.

Trustee Pritchard followed up on comments he made at a previous meeting regarding two issues involving the City of Aliso Viejo. Dr. Pritchard stated he and District staff met with the Aliso Viejo City Manager and Planner and no one knew of any issues that warranted a Councilmember's negative remarks concerning the relationship between the District and City. In regards to the City's new volunteer website, the City's attorney was sending a letter to the Board stating the City assumes no liability for directing volunteers toward any agency. Dr. Pritchard stated his concern wasn't the City's liability but his belief that the public agencies must hold itself to a higher standard when the safety and privacy of children is concerned.

. regarding a City of Aliso Viejo Councilmember's negative remarks concerning the relationship between the District and City. Dr. Pritchard stated he and District staff met with the Aliso Viejo City Manager and Planner and no one knew of any issues that warranted the Councilmember's comments. In regards to his comments on the City's new volunteer website, the City's attorney was sending a letter to the Board stating the City assumes no liability for directing volunteers toward any agency. Dr. Pritchard stated his concern wasn't the City's but his belief that the District must hold itself to a higher standard when the safety and privacy of children is concerned.

Trustee Hanacek congratulated former CUCPTSA Legislation Team Chair Kim Anderson for being honored at the Fourth District PTA banquet this evening and stated she would have attended if not for the Board meeting.

Trustee Hatton shared she participated with Trustee Bryson, Trustee Hanacek, and District staff in surprising the three District Teachers of the Year on Friday and it reminded her how amazing District teachers are.

President Alpay commented that he, Trustee Bryson, and Trustee Pritchard had attended the Chinese New Year fundraiser, which raised approximately $50,000, for the Marian Bergeson Elementary School Mandarin Immersion Program. He also reminded Trustees to send him their written goals and objectives for the Superintendent.

**Oral Communications**

As specified in Board Bylaw 9323 for Oral Communications, each speaker was allowed three (3) minutes to speak.

The following speakers addressed the Board:

- *Lee Ann Addison provided an update on the Community Advisory Committee activities and ongoing programs.*
- *Lyndcee Barragato shared her positive experience as President of the Dana Hills High School Best Buddies program and how it has impacted her.*
- *Gary Headrick, Patti Davis, and Jeff Steimentz requested Trustees place, on the next Board meeting agenda, a resolution regarding SDG&E's plan to restart a defective nuclear reactor at San Onofre Nuclear Generating Station.*

**DISCUSSION/ACTION**

**Public Hearing: Increase in Statutory School Fees Agenda Item 1**

President Alpay announced the Public Hearing open at 7:40 p.m. regarding Resolution No. 1213-37, an Increase in Statutory School Fees Imposed on New Residential and Commercial/Industrial Construction Pursuant to Education Code §17620 and Government Code §65995. There being no speakers to address the Board, President Alpay declared the Public Hearing closed at 7:41 p.m.

**Increase in Statutory School Fees Agenda Item 2**

Deputy Superintendent Clark Hampton explained that every two years the State Allocation Board (SAB) adjusts the maximum statutory fees school districts can charge on new residential and commercial/industrial development to mitigate the impact of new construction on school facilities. On January 25, 2013, the SAB increased rates to $3.20 per square foot for residential, and $0.51 per square foot for commercial/industrial new development. In order to increase rates a district must demonstrate the nexus between the development, its expected impact, and the amount of the fee being imposed. Mr. Hampton added these fees are not charged on developments within the District's Community Facilities Districts. Mr. Hampton introduced Larry Ferchaw, Senior Director of the Dolinka Group, who prepared the Fee Justification Studies, to answer Trustee questions.

Following discussion, it was moved by Trustee Reardon, seconded by Trustee Bryson, and motion carried unanimously to continue this item to the next meeting. Staff was directed to include a presentation that better illustrates the nexus between areas of the District that would be responsible for paying these fees, absent of the current development negotiation, and what new school facilities will be necessary in those areas.

**Two-Way Language Immersion Expansion at SJHHS Agenda Item 3**

Assistant Superintendent Julie Hatchel stated the Spanish Two-Way Language Immersion (TWI) program was implemented at San Juan Elementary School in 2003, expanding to Marco Forster Middle School in 2011. Staff is proposing the expansion of the Spanish TWI program to San Juan Hills High School in Fall 2013. The fiscal impact of expanding the Spanish TWI program at San Juan Hills High School (SJHHS) is approximately $25,000. Dr. Hatchel added that staff is working with Saddleback College to offer a college level Spanish class, which would present a full continuum of the program at SJHHS.

Following discussion, it was moved by Trustee Bryson, seconded by Trustee Hatton, and motion carried unanimously to approve the Spanish Two-Way Language Immersion Program at San Juan Hills High School.

**Viejo Elementary Study Area Attendance Reassignment Agenda Item 4**

Assistant Superintendent Julie Hatchel provided a PowerPoint presentation on the study area attendance reassignment proposal for students who do not participate in the Two-Way Language Academy at Viejo Elementary School. Dr. Hatchel stated at the January 23, 2013, Board meeting, Trustees voted to convert Viejo Elementary School into a Two-Way Language Academy, phasing out the traditional English/Structured English Immersion classes for students. Staff recommends phasing out Viejo Elementary School's kindergarten through second grade English/Structured English Immersion classes in Fall 2013, and reassigning students who do not attend the Two-Way Language Academy to Bathgate Elementary School. This item will be placed on the March 27, 2013, Board meeting agenda for approval.
*(The PowerPoint is posted on the District website.)*

**Board Policy Revision Agenda Item 5**

It was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried unanimously to approve revisions to Board Bylaw 9320, *Meetings*.

**Community Facilities District Rebalancing Agenda Item 6**

Deputy Superintendent Clark Hampton explained that after the recent refinancing of the Certificate of Participation (COP), staff asked for an analysis on what portion of debt service, in the past, was borne by Community Facilities Districts (CFDs) and to determine if over the life of the debt service schedule are all CFDs contributing to the portion of the debt related to the District office. Mr. Hampton stated the report prepared by Taussig and Associates, illustrates the contribution of CFDs to this portion of the debt service and an estimate for rebalancing payments among all CFDs. Staff recommends approval to rebalance CFD contributions to the COP debt service. Mr. Hampton introduced Nehal Thumar, Manager, David Taussig & Associates, Inc., and Alex Bowie, Partner with Bowie, Arneson, Wiles & Giannone to answer Trustee questions regarding this item.

Following discussion, it was moved by Trustee Reardon, seconded by Trustee Bryson, and motion carried unanimously to continue this item. Staff was directed to evaluate an alternate method of apportioning these monies and verify there is no necessity the District makes this adjustment.

**Non-Reelection of Temporary Certificated Employees Agenda Item 7**

Assistant Superintendent Jodee Brentlinger stated the District will not be recommending laying off permanent and probationary teachers, nor releasing teachers employed on temporary contracts for budget reduction purposes. The temporary release of employees will become the annual process the District will utilize to ensure permanent teachers funded through categorical resources and permanent teachers on leaves of absence have a position for the next school year. As permanent teachers temporarily vacate their positions, temporary teachers will be rehired.

Following discussion, it was moved by Trustee Reardon, seconded by Trustee Bryson, and motion carried unanimously to adopt Resolution No. 1213-38, Non-Reelection of Temporary Certificated Employees and authorize the District to issue March 15 notices.

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

Deputy Superintendent Clark Hampton provided a PowerPoint presentation highlighting key elements of the Second Interim Report. Mr. Hampton concluded the presentation by stating this report presents a self-qualified certification of the Second Interim Financial Report for 2012-2013, indicating the District may not meet its financial obligations for the current and two subsequent fiscal years.

**Second Interim Report Agenda Item 8**

*(The PowerPoint is posted on the District website.)*

Following discussion, it was moved by Trustee Bryson, seconded by Trustee Reardon, and motion carried by a 6-1 vote to approve the Certification of the 2012-2013 Second Interim Report and Adoption of Resolution No. 1213-35, 2012-2013 Revenue and Expenditure Increases/Decrease.

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

President Alpay asked Trustees for items they wished to pull from the Consent Calendar. Items #17 and #19 were pulled.

**Items Pulled from the Consent Calendar**

## CONSENT CALENDAR

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

Minutes of the February 13, 2013, regular Board meeting.

**Minutes Agenda Item 9**

Minutes of the February 27, 2013, regular Board meeting.

**Minutes Agenda Item 10**

Parent-to-Parent Memorandum of Understanding.

**Parent-to-Parent MOU Agenda Item 11**

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

**Purchase Orders/Warrants Agenda Item 12**

Donation of Equipment.

**Donations Agenda Item 13**

Ratification of District standardized Independent Contractor, Master Contract, and Professional Services Agreements.

**Professional Services Agreements Agenda Item 14**

Ratification of special education Informal Dispute Resolution Agreement Case #013013.

**Informal Dispute Resolution Agreement Agenda Item 15**

Ratification of special education Settlement Agreement #2012120333.

**Special Education Settlement Agreement Agenda Item 16**

Interschola Services Agreement to assist the District in selling surplus goods.

**Interschola Services Agreement Agenda Item 18**

Resignations, retirements, and employment of classified personnel.

**Resignations/ Retirements/ Employment (Classified Personnel) Agenda Item 20**

Resignations, retirements, and employment of certificated personnel.

**Resignations/ Retirements/ Employment (Certificated Personnel) Agenda Item 21**

Acceptance of Williams Settlement Second Quarter Site Review Report.

**Williams Settlement Agenda Item 22**

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

**Temporary Transfer Agreement Agenda Item 17**

Trustee Addonizio asked staff what the estimated cost of borrowing $15 million from the County of Orange would be and if the District was repaying TRANS with these funds. Deputy Superintendent Clark Hampton explained the state is placing the proceeds of Proposition 30 in an Education Protection Account (EPA) to be paid to districts at the end of this year. The state has not guaranteed the amount and would pay out what is in the account based on the state's economic activity. The District is putting in place this short-term borrowing from the County Treasurer in case the state does not have enough to fully allocate the projected EPA. The cost is five basis points above what the County pays in interest on the educational investment pool which is currently .35 percent. If the District does not use the funds, the cost will only be the five basis points (.05 percent) for about two months. Borrowing would only be used if needed and cash flow will be reevaluated each month. In response to Trustee Addonizio's second question, Mr. Hampton stated the County Treasurer agreement does not allow borrowing if the District has any outstanding TRAN or other short-term cash flow borrowing.

Following discussion, it was moved by Trustee Bryson, seconded by Trustee Hatton, and motion carried by a 7-0 vote to approve Resolution No. 1213-36 authorizing the District to participate in a Temporary Transfer Agreement.

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

**Cox Business Service Agreement Addendum Agenda Item 19**

Trustee Reardon stated this agreement is for District broadband services and he would like staff to explain how the District pays for the services. Executive Director Susan Holliday responded the District does not pay the full amount listed on the contract to Cox Business. Dr. Holliday stated the District qualifies for E-rate discounts of 49 percent on services and an additional 50 percent discount from California Teleconnect funds. The annual net cost to the District after the discounts is $200,000. Trustee Reardon requested staff justify, on future contracts, a "use case" and not justify the contract from the perspective of what services Cox can deliver for $80,000 a month.

It was moved by Trustee Reardon, seconded by Trustee Bryson, and motion carried unanimously to approve the addendum to Service Agreement No. 457852-01 for data services provided by Cox Business.

**Adjournment**

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

President Alpay announced the meeting adjourned at 9:32 p.m.

_____

Board Clerk

_____

Secretary, Board of Trustees

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
MARCH 27, 2013
EDUCATION CENTER – BOARD ROOM

President Alpay called the meeting to order at 6:30 p.m. The Board recessed to closed session to discuss Student Expulsions.

Closed session recessed at 6:32 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 Trustee Addonizio.

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

**Permanent Record**

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

**Adoption of the Board Agenda**

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

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

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

President Alpay reported the following action taken during closed session:

**Agenda Item #3 A1 through A6 – Student Expulsions:**

The Board voted 7-0 to expel the following students by stipulated agreement:
Case #2013-045, #2013-047, #2013-049, #2013-050, #2013-052, and #2013-054.

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| AYES: | Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton, Pritchard, and Reardon |
| NOES: | None |

**Special Recognitions**

Crime Prevention Specialist Janet Dunford and Chief of Police Services Lieutenant John Coppock from the O.C. Sheriff's Department recognized the District and San Clemente Family of PTSAs for their support of San Clemente's KindnesSCounts and Blue Ribbon Week.

Dana Hills High School Teacher Randy Hudson introduced the varsity and junior varsity National Ocean Sciences Bowl teams who won the Grunion Bowl in San Diego and now will be representing Southern California at the National Ocean Sciences Bowl in Wisconsin later this month.

**Board and Superintendent Comments**

Trustee Bryson commented after reviewing the goals and objectives of the District she is looking forward to information and discussion on the addition of counselors at several District high schools, as her research indicates the intense need for counselors at that grade level.

There were no speakers.

**Oral Communications**

It was moved by Trustee Reardon, seconded by Trustee Bryson, and motion carried unanimously to approve discussing Agenda Item #11 first to accommodate the large number of members in the audience for this item.

**Motion to Change Order of Agenda Items**

**DISCUSSION/ACTION**

President Alpay stated a member of the public requested this item for a resolution regarding the proposed restart of the defective San Onofre nuclear reactor be agendized. President Alpay suggested one representative from San Clemente Green and one representative from Southern California Edison (SCE) be allowed five minutes each for opening remarks. President Alpay stated there were 15 speakers who had submitted Requests to Address the Board of Trustees (blue cards).

**San Onofre Nuclear Reactor Proposed Resolution Agenda Item 11**

It was moved by Trustee Reardon, seconded by Trustee Bryson, and motion carried unanimously to waive the Board policy maximum time requirement of 20 minutes for speakers.

Grace Van Thillo spoke on behalf of San Clemente Green and urged the Board to approve a resolution demanding the Nuclear Regulatory Commission (NRC) conduct a full adjudicated license hearing regarding the replacement of the steam generators and hold public meetings before allowing SCE to restart nuclear reactors at San Onofre Nuclear Generating Station (SONGS). Viet Tran spoke on behalf of SCE and SONGS and stated the number one priority for SCE and SONGS is the health and safety of the public and its employees. SONGS operates in an open and transparent process overseen by the NRC, which is an independent third party. There are protocols in place for testing, inspecting, investigating, and corrective action. Mr. Tran stated several public meetings have been held and more are scheduled for public comments on this issue.

The following speakers addressed the Board:

- Cathy Iwane, Kevin Higgins, Kaila Higgins, Andie Harvey, Valerie Burchfield Rhodes, Jeff Steinmetz, Torgen Johnson, Deanna Polk, Yuji Kaneko, Beverly Findlay-Kaneko, Joe Holtzman, Patti Davis, Gary Headrick, Jenifer Massey, Roger Johnson, and Ted Stout spoke in support of the resolution requiring an adjudicated license hearing and shared their concerns regarding student safety and the lack of an adequate evacuation for students in the event of a SONGS radiation leak.
- Penny Maynard spoke on behalf of the San Juan Capistrano Chamber of Commerce, which supports the proposed restart plan for the SONGS Unit 2, pending the NRC's determination that all safety concerns have been sufficiently addressed.

Following a lengthy discussion, it was moved by Trustee Hatton, seconded by Trustee Hanacek, to approve the proposed resolution.

Following further discussion, a substitute motion was made by Trustee Addonizio, seconded by Trustee Bryson, and motion carried by a 5-2 vote to table indefinitely proposed Resolution No. 1213-39.

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

At 9:00 p.m. it was moved by Trustee Addonizio, seconded by Trustee Reardon, and motion carried unanimously to recess the meeting for five minutes. The Board reconvened at 9:07 p.m.

**Recess**

Student Advisor Madison Wolfert left the meeting at 9 p.m.

It was moved by Trustee Hatton, seconded by Trustee Reardon, and motion carried unanimously to approve addressing items #3, #9, and #10 and then resuming the consecutive order. The motion was immediately amended to include agenda item #4.

**Motion to Change Order of Agenda Items**

President Alpay announced the Public Hearing open at 9:10 p.m. for a request to waive the penalty for class size increases in kindergarten through eighth grade.

**Public Hearing: Class Size Waiver Request Agenda Item 3**

The following speakers addressed the Board:

- Anna Swartz, Terri Mostert, Heather Brown, Dallas Bellantonio, Mark Earnest, Julie Collier, and Dawn Urbanek asked Trustees not to approve the waiver request and to return to mandated state class size limits.

President Alpay declared the Public Hearing closed at 9:24 p.m.

**Class Size Waiver Request Agenda Item 4**

Assistant Superintendent Julie Hatchel explained the District is requesting a California Department of Education waiver of penalties for increasing kindergarten through third grade individual class sizes, and for increasing kindergarten through eighth grade class size averages, in 2013-2014. This request is a renewal of the same waivers previously approved for 2012-2013 school years. The waivers would eliminate penalties for overall kindergarten class averages above 31, first through third grade class averages above 30, and fourth through eighth grade class averages above 29.9. The waiver would also eliminate the penalties for increasing the individual class size in kindergarten to above 33 and individual class size in first through third grade to above 32. The maximum individual class size in kindergarten through third grade would be 35 students. The maximum class average would be 33 students in kindergarten and 34 students in first through third grade. Approval of the waiver would also provide additional staffing and placement options that will reduce the number of combination classes at the elementary level.

Following discussion, it was moved by Trustee Bryson, seconded by Trustee Hanacek, and motion carried by a 5-2 vote to approve the Kindergarten through Eighth Grade Class Size Penalty Waiver Requests.

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

**Community Roots Academy Agenda Item 9**

Deputy Superintendent Clark Hampton stated on November 1, 2012, the District received Community Roots Academy's request for Proposition 39 facilities for the 2013-2014 school year. Community Roots Academy is currently chartered by the District and is leasing facility space at the Wood Canyon Elementary School campus. Community Roots Academy is in favor of this lease arrangement, would like to continue this arrangement in 2013-2014, and has opted to pursue the in-lieu agreement and withdraw its request for facilities under Proposition 39.

**OPA Prop 39 Facilities Offer Agenda Item 10**

Deputy Superintendent Clark Hampton stated on November 1, 2012, the District received Oxford Preparatory Academy's (OPA) request for Proposition 39 facilities for the 2013-2014 school year. Under Proposition 39, the District is obligated to provide certain facilities to charter schools to house in-district classroom students. On February 1, 2013, the District provided OPA with a preliminary proposal and on March 1, 2013, OPA responded to the preliminary offer. By April 1, 2013, the District is required to provide OPA with a final facilities offer for the 2013-2014 school year. Mr. Hampton stated the March 27, 2013, letter the Board received from the chairman of OPA's corporate board of directors is asking to extend the date of this offer but staff believes this offer is fully Proposition 39 compliant and any additional needs mentioned in the letter can be negotiated separately. This offer is separate from a Facilities Use Agreement, which is currently being negotiated between the District and OPA. Mr. Hampton introduced Attorney Clarissa Canady from Dannis, Woliver, and Kelly to answer questions relating to the Proposition 39 offer.

The following speakers addressed the Board:

- Robert Reidel, Julie Sherwood, Bob Kuhnert, and Julie Collier asked Trustees not to approve the final Proposition 39 offer, be equitable with OPA, and to negotiate in good faith.

Following discussion, it was moved by Trustee Bryson, seconded by Trustee Hanacek, and motion carried by a 6-1 vote to approve the provision of Proposition 39 facilities to Oxford Preparatory Academy for the 2013-2014 school year under the terms and conditions outlined in the exhibit.

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| AYES: | Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton, and Pritchard |
| NOES: | Trustee Reardon |

**Motion to Extend Meeting**

At 10:54 p.m. it was moved by Trustee Bryson, seconded by Trustee Pritchard, and motion carried unanimously to extend the meeting by 20 minutes.

**Public Hearing: Boundary Adjustments for Viejo ES Study Areas Agenda Item 1**

President Alpay announced the Public Hearing open at 10:55 p.m. regarding the boundary adjustments for Viejo Elementary School study areas.

The following speaker addressed the Board:

- Dawn Urbanek commented there may be a legality issue of busing Title I students at Viejo Elementary School to another school in the District and stated more parents would have attended the meeting to speak on this item if they had been notified.

President Alpay declared the Public Hearing closed at 10:58 p.m.

**Boundary Adjustments for Viejo ES Study Areas Agenda Item 2**

Assistant Superintendent Julie Hatchel provided a PowerPoint presentation on the study area reassignment proposal for students who do not participate in the Two-Way Language Academy at Viejo Elementary School. Dr. Hatchel stated at the January 23, 2013, Board meeting, Trustees approved the conversion of Viejo Elementary School into a Two-Way Language Academy, phasing out the traditional English/Structured English Immersion classes for students. Staff recommends phasing out Viejo Elementary School's kindergarten through second grade English/Structured English Immersion classes in Fall 2013, assign Bathgate Elementary School as the primary receiving school for non-Two-Way Immersion students, and Bergeson Elementary School as a second receiving school for Viejo Elementary School students.
*(The PowerPoint is posted on the District website.)*

Trustee Hatton stated she wanted to go on record regarding the speaker's comment that parents were not notified the Board would be taking action regarding the reassignment of Viejo students not participating in the Two-Way Language Academy. Trustee Hatton stated it was very important to the Board to communicate this information and the District mailed letters to all community members living within the affected study areas. Trustee Hatton confirmed with Chief Communications Officer Marcus Walton letters were mailed and the District did reach out to the community.

It was moved by Trustee Reardon, seconded by Trustee Hatton, and motion carried by a 6-1 vote to approve the phase-out plan of the English/Structured English Immersion classes beginning with kindergarten through second grade classes in Fall 2013, with an additional grade level phased out each year thereafter, and reassign students who do not attend the Two-Way Language Academy to Bathgate Elementary School.

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

**Community Facilities District Rebalancing Agenda Item 5**

Deputy Superintendent Clark Hampton stated at the Board meeting on March 13, 2013, Trustees continued this item regarding increasing level one fees on development in the School District to this meeting. The Board asked that the justification study for the developer fees be analyzed with consideration given to the Ranch development. Mr. Hampton introduced Larry Ferchaw, Senior Director of the Dolinka Group, to present an overview of developer fees, developer fee calculation, development projections, school facilities needs of non-mitigated units, and conclusions.

Following discussion, it was moved by Trustee Pritchard, seconded by Trustee Hanacek, and motion carried by a 5-2 vote to approve Resolution No. 1213-37, An Increase in Statutory School Fees Imposed on New Residential and Commercial/Industrial Construction Pursuant to Education Code §17620 and Government Code §65995.

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

**Motion to Extend Meeting**

At 11:17 p.m. it was moved by Trustee Bryson, seconded by Trustee Hatton, and motion carried unanimously to approve continuing the meeting.

**Superintendent Goals and Objectives Agenda Item 6**

It was moved by Trustee Reardon, seconded by Trustee Addonizio, and motion failed by a 2-5 vote to continue this item to the next meeting.

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| AYES: | Trustees Addonizio and Reardon |
| NOES: | Trustees Alpay, Bryson, Hanacek, Hatton, and Pritchard |

President Alpay stated the list of District goals and objectives, in the exhibit, are a compilation of the comments submitted by each Trustee. President Alpay stated on agenda page 14a, under Business, Facilities, Finance, and Operations New Goals, an item was inadvertently left off. Trustees were asked to add an Item 12 - Evaluate potential strengthening of neighborhood community school concepts starting with the 2013-2014 school year. Dr. Farley explained a number of the items on the list require formal action and will need to be brought back for Board approval.

Following discussion the consensus of the Board was to place this item on a future Board meeting agenda and schedule an earlier time for open session to allow additional time for Board discussion. Trustees also requested an updated list.

It was moved by Trustee Hatton, seconded by Trustee Bryson, and motion carried unanimously to approve the proposed January through June 2014 School Board Meeting Schedule.

**Board Meeting Schedule January through June Agenda Item 7**

Assistant Superintendent Jodee Brentlinger stated Board Policy 1312.3, Uniform Complaint Procedures is being revised to meet the new legal compliance requirements due to ACLU fees. This item will be brought back to the next meeting for approval.

**Board Policy Revision Agenda Item 8**

President Alpay asked Trustees for items they wished to pull from the Consent Calendar. No items were pulled.

**Items Pulled from the Consent Calendar**

**CONSENT CALENDAR**

It was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried by a 7-0 vote to approve the following Consent Calendar items:

Petition to waive California Education Code §60851(a) and Board Policy 6162.52 – California High School Exit Examination: Case numbers 1213-006 through 1213-015.

**CAHSEE Waivers Agenda Item 12**

Proposed 2013 Summer High School Credit Recovery Options.

**Summer School Credit Recovery Option Agenda Item 13**

Agreement to Refer Students to Alternative Community and Correctional Schools and Services for July and August 2013.

**Agreement to Refer Students Agenda Item 14**

Food, Occupation, Clothing, Understanding, and Shelter (FOCUS) North America Shoe Distribution Agreement.

**FOCUS Agreement Agenda Item 15**

Memorandum of Understanding (MOU) with Orange County Head Start, Incorporated.

**Head Start MOU Agenda Item 16**

Second Amendment to Resolution No. 1213-01, 2012-2013 California State Funded Preschool Contract.

**Amendment to State Funded Preschool Contract Agenda Item 17**

Student teaching agreement with University of Southern California.

**Student Teaching Agreement Agenda Item 18**

Student teaching agreement with University of Northern Iowa.

**Student Teaching Agreement Agenda Item 19**

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

**Purchase Orders/Warrants Agenda Item 20**

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|---|---|
| Donation of Equipment. | **Donations Agenda Item 21** |
| Ratification of District standardized Independent Contractor, Master Contract, and Professional Services Agreements. | **Professional Services Agreements Agenda Item 22** |
| Ratification of special education Settlement Agreement #2013010586. | **Special Ed Settlement Agreement Agenda Item 23** |
| Independent Contractor Agreement, Request for Qualifications No. 6-1213, with DecisionInsite, LLC to provide demographic analysis, school specific and Districtwide enrollment projections, attendance boundary analysis and adjustment services, student yield analysis vs. housing turnover studies, and residential development activity reports. | **Independent Contract Agreement Agenda Item 24** |
| Extension of Agreement for Request for Qualifications No. 6-1011 for special tax consulting services to be provided by David Taussig & Associates, Incorporated. | **Extension Agreement Agenda Item 25** |
| Amendment to Independent Contractor Agreement No. I1011016 with NMG Geotechnical, Incorporated to add a field technician at the rate of $85 per hour to the 2006 Professional Fee Schedule for on-call geotechnical services. | **Amendment to Independent Contract Agreement Agenda Item 26** |
| Advertise for bids for asphalt paving, sealcoating, and repair services as requested by the District. | **Advertise for Bids Agenda Item 27** |
| Services and Solutions Agreement for purchase and warranty of hardware and software, installation, maintenance, software maintenance, lease, and training for copiers and printers with Xerox Corporation. | **Xerox Corp. Agreement Agenda Item 28** |
| Resignations, retirements, and employment of classified personnel. | **Resignations/ Retirements/ Employment (Classified Personnel) Agenda Item 29** |
| Resignations, retirements, and employment of certificated personnel. | **Resignations/ Retirements/ Employment (Certificated Personnel) Agenda Item 30** |

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

It was moved by Trustee Addonizio, seconded by Trustee Pritchard, and motion carried unanimously to adjourn the meeting. **Adjournment**

President Alpay announced the meeting adjourned at 11:37 p.m.

_____

Board Clerk

_____

Secretary, Board of Trustees

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – SPECIAL MEETING
APRIL 15, 2013
EDUCATION CENTER – BOARD ROOM

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

The Pledge of Allegiance was led by Trustee Hanacek.

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

Trustee Bryson arrived on the dais at 8:31 a.m.

**Permanent Record**

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

**Adoption of the Board Agenda**

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

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

**Board and Superintendent Comments**

There were no comments.

**Recess to Closed Session**

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

**Meeting Reconvened**

The special meeting of the Board reconvened to open session and was called to order by President Alpay at 9:00 a.m. Trustee Hatton left closed session at 8:55 a.m. for an appointment.

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

Trustee Alpay reported the following action taken during closed session:

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

The Board voted by a 7-0 vote to approve the appointment of Marc Patterson, Principal, Tesoro High School.

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

It was moved by Trustee Bryson, seconded by Trustee Addonizio, 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 9:01 a.m.

Board Clerk

Secretary, Board of Trustees

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 24, 2013

**MASTER TEACHER PAYMENT**

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**CALIFORNIA STATE UNIVERSITY, FULLERTON**

| Master Teacher | Student Teacher | Location | Amount |
|---|---|---|---|
| Anderson, Cindy | Dye, Megan | Benedict | $130.39 |
| Arndt, Terri | Rivera, Janelle | Kinoshita | $108.66 |
| Blackburn, Nancy | Weyrick, Kiara | Kinoshita | $108.66 |
| Buckman, Jennifer | Wallin, Marissa | RH Exceptional | $130.39 |
| Burns, Kim | Gabriel, Kristina | Concordia | $130.39 |
| Cordina, Maureen | Rice, Lauren | Reilly | $130.39 |
| Cortez, Jennifer | Hennessey, Ashley | Kinoshita | $108.66 |
| Cross, Mindy | Savard, Susan | RH Exceptional | $130.39 |
| Dang, Gina | Burt, Paul | Kinoshita | $108.66 |
| Dewees, Julia | Wood, Blair | Vista Del Mar | $217.32 |
| Dornan, Marion | Stanbury, Conan | Moulton | $130.39 |
| Dyer, Blair | Puffer, John | Dana Hills | $217.32 |
| Finnsson, Jamie | Ricento, Natalie | San Clemente High | $130.39 |
| George, Lori | Ontiveros, Cassandra | Reilly | $130.39 |
| Guerra, Mary | Jones, Verna | Reilly | $130.39 |
| Johnson, Marsha | Evingham, Tara | Kinoshita | $108.66 |
| Liquori, Aimee | Bellezza, Gwendolyn | Del Obispo | $ 86.93 |
| Lohmeir, Julie | Arreola, Nicole | Hankey | $217.32 |
| Moothart, Susie | Sanchez, Michelle | Hankey | $217.32 |
| Plambeck, Kathy | Block, Deanna | Ladera Ranch | $130.39 |
| Ridgeway, Damon | Ghafourian, Amanda | Kinoshita | $108.66 |
| Slocum, Nikki | O'Neil, Jessie | Dana Hills | $217.32 |
| Winters, Randi | Mitchell, Kelsey | Hankey | $217.32 |

**Student Teaching Affiliation Agreement**
**Between**
**Grand Canyon University**
**And**
**Capistrano Unified School District**

1. **Parties**: This agreement is entered into on this **24th** day of **April** by and between Grand Canyon University and **the Capistrano Unified School District** located at . Hereafter referred to as the "District."

2. **Purpose**: The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of Grand Canyon University may participate in Student Teaching Internships, Practicum and Observations at the schools located in the District.

3. **Term**: The term of this Agreement begins **April 24, 2013** and ends December 31, 2015.

4. **Compliance with Handbook and Policy**: Grand Canyon University and Grand Canyon University's participating students shall comply with all policies of the District. Students accepted to the District for clinical training shall be subject to all applicable policies and regulations of the District and Grand Canyon University. Prior to assignment of students to the District, Grand Canyon University will advise students of any specific requirements that must be met to participate in the clinical. These specific requirements are outlined in Attachment A. Failure to complete the requirements will result in non-placement of students.

5. **Confidentiality**: Grand Canyon University shall inform each participating student of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating student of any applicable state law governing the confidentiality of student information. Any breach of confidentiality by a participating Student shall be grounds for immediate termination of the clinical experience.

6. **Indemnification and Hold Harmless**: Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. The District will provide participating students with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.

7. **Assignment**: The provisions of this agreement shall insure to the benefit of, and shall be binding upon the successors of the parties hereto. Neither this agreement nor any of the rights or obligations hereunder may be transferred or assigned without prior written consent of the other party.

8. **Notices**: Notices under this agreement shall be mailed or delivered to the parties as follows:

University
Dr. Kimberly LaPrade
Dean, College of Education
Grand Canyon University
3300 West Camelback Road
Phoenix, Arizona. 80517

District

9. **Modification of Agreement**: This agreement may be modified only by written amendment executed by all parties.

10. **Termination**: Either party, upon thirty (30) days' written notice to the other party, may terminate this agreement.

11. **Partnership/Joint Venture/Employment**: Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.

12. **Nondiscrimination**: The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

13. **Responsibilities of Grand Canyon University**

    A. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred, and to promptly notify the District of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

B. Grand Canyon University agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the Agreement, including without limitations, laws relating to the confidentiality of student records.

C. Grand Canyon University will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:

i. Commercial General Liability (Minimum Requirements):

Limits of Liability:

$1,000,000 Combined Single Limit
$2,000,000 General Aggregate
$1,000,000 Products Aggregate
$1,000,000 Personal Injury
$5,000 Medical Payments

Coverage:

Premises/Operation Liability
Medical Payments Liability
Contractual Liability
Personal Injury Liability
Independent Contractors

ii. Business Auto (Minimum Requirements):

Limits of Liability:

$1,000,000 Combined Single Limit

Coverage:

Business Auto Liability including owned, hired, and non-owned autos

iii. Certificates of Insurance:

14. **Special Provisions – Rates and Payment**

(a) A $ _550.00___Grand Canyon University supervisor stipend per sixteen (16) week session of full-time student teaching for Special Education/General Education Credential candidates shall be paid by Grand Canyon University. Longer or shorter assignments will be assessed on a pro-rated basis.

(b) Compensation will not be provided for practicum courses.

(c) Cooperating teachers at the school site will be paid according to the Teacher Education Fieldwork and Student Teaching Agreement Special Provisions section.

METHOD OF PAYMENT: Stipend is to be paid directly to Cooperating Teacher. Grand Canyon University pays its customary stipends. Should stipends be a lesser amount than those of the district, the candidate shall pay the difference. Stipend will be paid upon the completion of the student teaching semester providing all paperwork has been submitted.

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

Grand Canyon University

By: _____
(Signature)

Name Dr. Kimberly LaPrade
(Please print or type)

Title: Dean, College of Education

Date: _____

By_____
(Signature)

Name Dr. Joseph M. Farley
(Please print or type)

Title: Superintendent

Date: 4-24-13

# EDUCATIONAL FIELDWORK AGREEMENT
## 2013-2015

SIGN AND RETURN

This agreement is entered into by and between the **CAPISTRANO UNIFIED SCHOOL DISTRICT** hereinafter called the "District"), and the **UNIVERSITY OF REDLANDS** (hereinafter called the "University"). This term of agreement shall be from **1 July 2013** until **30 June 2015**.

## A. RECITALS

1. The purpose of this Agreement is to provide educational fieldwork experiences to students enrolled in the Professional Educational curriculum of the University. This Agreement is entered into pursuant to the applicable provisions of the California Educational Code, including, but not limited to, Section 11006.

2. Notwithstanding any other provisions herein, this Agreement shall become operant only pursuant to the provisions of Board Policy/Administrative Regulation of the District.

## B. OPERATIVE PROVISIONS

1. The District shall provide educational fieldwork experiences in schools, classes or other appropriate sites of the District, under the direct supervision and instruction of certificated employees of the District, not to exceed 16 semester units of credit per student.

2. The District may, for good cause, refuse to accept for participation, any student of the University assigned to educational fieldwork experiences in the District. The University shall terminate the assignment of any student of the University upon the District's request, which request shall be made only for good cause.

3. In performance of this Agreement, each of the parties hereto agrees that it shall not discriminate against any student on the basis of race, color, religion, ancestry, national origin, physical or mental impairment, sex, or any other basis prohibited by law.

4. Credential and degree candidates assigned field experiences in #6 that follows, will have California Department of Justice and Federal Bureau of Investigation fingerprint clearance documentation on file with the University.

5. Credential candidates assigned field experiences in #6 that follows, will be provided early educational fieldwork experiences including the appropriate student and school permission embedded in the California Commission on Teacher Credentialing TPA (Teacher Performance Assessment), a required mandate.

6. Assignment of a student of the University to pre-service fieldwork experiences in schools will be under the following definitions:

   **"Student Teachers"** means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid classroom teaching experiences and/or individualized therapy under the supervision of a regularly credentialed employee of the District. An assignment of a student of the University to a student teaching or placement in schools of the District shall be at the discretion of the University, working cooperatively with the District. The assignment shall last for a designated period of time, not to exceed a full semester of 15 weeks.

   **"Clinic Teachers"** means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, to engage in limited unpaid classroom teaching experiences under the supervision of a regularly credential employee of the District. Clinic teaching is designed to provide

University teacher candidates limited exposure and practice to teaching methods for a designated period (usually 4 to 6 weeks). Arrangements for this experience will be made cooperatively between the University supervisor and the principal of the participating school.

**"Student Interns"** means person recommended by the University possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid educational service experiences (counseling, administration, librarianship, etc.) under the supervision of a regularly credentialed employee of the District.

**"Teaching Interns"** means persons recommended by the University possessing a certificate of clearance and an Internship Credential, who have been approved to engage in paid teaching services under the supervision of a regularly credentialed employee of the District and a University supervisor for a minimum of 18 weeks. The University reserves the right to issue or deny the preliminary teaching credential at the end of the internship experience. Either the District or the University may remove the teaching intern for unsatisfactory performance.

**"Student Observers"** means persons recommended by the University who have been approved to engage in observation of classroom teaching or other educational services performed by regularly credentialed employees of the District. Student observers may be permitted to engage in limited educational fieldwork experiences under the direct supervision and in the presence of a regularly credentialed employee of the District.

**"Education Administration Fieldwork/Interns"** means persons recommended by the University who hold a baccalaureate degree from a regionally accredited institution of higher education (EC 44453) and has completed three years experience on a prerequisite credential, received a passing score on the CBEST, and is eligible for an Administrative Internship Credential, who have been approved to engage in paid administrative services, if this does not displace a certificated employee, and shall be under the supervision of a regularly credentialed employee of the District and a University supervisor for a minimum of 16 weeks. The University authorizes the candidates in an administrative internship program to assume the functions authorized by the regular administrative services credential. The University reserves the right to issue or deny the preliminary administrative credential at the end of the internship experience. Either the District or the University may remove the administrative intern for unsatisfactory performance.

**"Counseling Fieldwork Candidates"** means persons recommended by the University, possessing a certificate of clearance, current TB test, and passing CBEST, have completed an application for Field Placement approved by the Counseling Fieldwork Coordinator, completed 100 hours of practicum with a 3.0 GPA or better in the following courses: Educ. 601 Interpersonal Relationships, Educ. 602 Pluralism in Education and Educ.657A Practicum Fieldwork in Counseling. Candidates have enrolled in or completed the following courses: Educ. 653 Techniques of Counseling & Consultation, and Educ. 680 Human Development Across the Life Span. Candidates will be under the supervision of a regularly paid pupil personnel service credentialed employee of the District and a University supervisor. One hour of supervision will be provided by the district supervisor for every 40 hours of fieldwork experience. The district supervisor and the counseling candidate will decide on the number of fieldwork hours to be completed at any given site. This information will be noted in writing prior to beginning the fieldwork experience. A total of 600 clock hours of fieldwork is required to complete the pupil personnel services credential. 400 hours must be completed in public K-12 settings, and up to 200 hours can be completed in non-public counseling settings. The 400 hours of public K-12 experience must be in at least 2 of 3 levels with 200 hours in each setting (i.e. elementary, middle school or high school). The University reserves the right to issue or deny the pupil personnel services credential at the end of the field experience. Either the District or the University may remove the counseling candidate for unsatisfactory performance.

7. The assignment of a student of the University to pre-service fieldwork experiences in the District shall be deemed to be effective for the purposes of this Agreement as of the date the University presents to the proper authorities of the District a document effecting such assignment or through other procedures established and communicated by the District.

8. The University will be responsible for providing a University supervisor or person designated and employed by the University to direct, supervise, and evaluate the performance of students of the University engaged in pre-service fieldwork experiences. This person(s) will work cooperatively with those individuals in the District responsible for placement and direct supervision.

9. The University is obligated to maintain neutrality in the District's labor disputes, to ensure that all field experiences, including practice teaching, will be educationally valid, and to avoid placing its students in situations in which there is a risk of physical injury.

    A. In the event of a labor dispute in the District, University students involved in field experiences shall report to the University until the University supervisor and program coordinator have assessed the situation.

    B. During a labor dispute at a District field experience site, University faculty members who supervise students will visit the District's school site on a regular basis to observe, to meet with District personnel, and to determine whether the situation remains educationally valid and physically safe for field experience activity.

    C. During disputes, if the situation is educationally valid and physically safe and the District teacher is present in his/her regular position, the University supervisor will allow the student the option of continuing to practice teach at that site or of terminating the assignment.

## C. FINANCIAL PROVISION

1. It has been determined between the parties hereto that any payments to be made to the District or its employees under this Agreement do not exceed the actual cost to the District of the services rendered by the District.

2. Notwithstanding any other provisions of this Agreement, the University shall not be obligated by this Agreement to pay the District or its employees any amount in excess of the total sum set forth in financial provisions.

3. The University shall tender to the Master Teacher an honorarium of $100.00 per seven week period for each full-time student teacher of the University assigned to schools in the District, to be paid at the end of the assignment.

4. For Counseling Fieldwork Candidates only, the University shall tender to the site supervisor a $100.00 honorarium to be paid at the end of the assignment.

## D. ALTERATION DISCLAIMER

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding of agreement not incorporated herein shall be binding on any of the parties hereto.

## E. OTHER AGREEMENT

This Agreement replaces all previous agreements between the **UNIVERSITY OF REDLANDS** and the **CAPISTRANO UNIFIED SCHOOL DISTRICT.** This Agreement may be extended or modified for subsequent periods of time with the written agreement of both parties.

This Agreement is executed this day **8 March 2013.**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**By** _____

Joseph M. Farley, Ed. D.
Superintendent

**UNIVERSITY OF REDLANDS**

**By** _____

David Fite
Vice President for Academic Affairs

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Board of Trustees Purchase Order Listing
*======== Fiscal Year: 2012-13 ========*
Board of Trustees Meeting.....APRIL 24, 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 |
|---|---|---|---|---|
| 5234 | 87 | EDENCO INC. | BI:Other/Fac Acq /Dstrctwd | 7,200.00 |
| 5235 | 87 | WLC ARCHITECTS INC | BI:Arch /Fac Acq /CVHS | 15,000.00 |
| 5236 | 87 | SIMPLEX GRINNELL LP | BI:CTest/Fac Acq /CVHS | 300.00 |
| 5237 | 87 | NMG GEOTECHNICAL INC | CEQA /Fac Acq /CVHS | 22,520.00 |
| 5238 | 87 | R.FARINO | OthConst/Fac Acq /CVHS | 74,700.00 |

5 Purchase Orders $119,720.00

EXHIBIT 19

**Attachment 1**

Board of Trustees Purchase Order Listing
*======== Fiscal Year: 2012-13 ========*
Board of Trustees Meeting.....APRIL 24, 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 |
|---|---|---|---|---|
| 323894 | 1 | POSITIVE PROMOTIONS | SplsNonI/Sch Adm /Castille | 406.98 |
| 323895 | 1 | DIFFERENT ROADS TO LEARNING | InstMtls/SEOthIns/Dstrctwd | 92.72 |
| 323896 | 1 | RENAISSANCE LEARNING INC | InstMtls/Instrctn/Bathgate | 439.13 |
| 323897 | 1 | LAKESHORE LEARNING MATERIALS | InstMtls/Instrctn/Viejo | 51.30 |
| 323898 | 1 | MED-EL CORP. | SplsNonI/Spch Aud/Dstrctwd | 713.40 |
| 323899 | 1 | PEARSON CLINICAL ASSESSMENT | SplsNonI/Spch Aud/Dstrctwd | 548.34 |
| 323900 | 12 | KAPLAN SCHOOL SUPPLY | InstMtls/Instrctn/Dstrctwd | 127.89 |
| 323901 | 1 | AMERICAN SPEECH-LANGUAGE- | SplsNonI/Spch Aud/Dstrctwd | 179.62 |
| 323902 | 1 | J W PEPPER-LOS ANGELES | InstMtls/Instrctn/DHHS | 821.31 |
| 323903 | 1 | UC REGENTS | Conf:Ins/Instrctn/Dstrctwd | 80.00 |
| 323904 | | VOID | VOID | 0.00 |
| 323905 | 13 | SCSNA ATTN: SUZY SAYRE | CnfrNonI/FoodServ/Dstrctwd | 250.00 |
| 323906 | 1 | GAYLORD BROS INC | InstMtls/Instrctn/CVHS | 478.91 |
| 323907 | 1 | DELL COMPUTER | NonCapEq/Instrctn/LadraElm | 1,725.26 |
| 323908 | 1 | STAPLES ADVANTAGE | InstMtls/SEOthIns/Dstrctwd | 133.86 |
| 323909 | 1 | ORANGE COUNTY ZOO | FieldTrp/Instrctn/GrgWhite | 224.00 |
| 323910 | 1 | SANTA ANA ZOO | FieldTrp/Instrctn/Reilly | 616.00 |
| 323911 | 1 | FOLLETT EDUCATIONAL SERVICES | K-12Text/Instrctn/SCHS | 77.81 |
| 323912 | 1 | PALI MOUNTAIN INSTITUTE | PrepdExp/Undesig /Dstrctwd | 1,000.00 |
| 323913 | 1 | ORANGE COUNTY DEPT OF EDUCAT | FieldTrp/Instrctn/Tijeras | 620.00 |
| 323914 | 1 | NASCO WEST | InstMtls/Instrctn/DJAMS | 624.27 |
| 323915 | | VOID | VOID | 0.00 |
| 323916 | 1 | CITY OF MISSION VIEJO | Serv& Op/RR:Grnds/Dstrctwd | 14,798.70 |
| 323917 | 1 | CITY OF MISSION VIEJO | Serv& Op/RR:Grnds/Dstrctwd | 5,415.00 |
| 323918 | 1 | CURRICULUM ASSOCIATES | InstMtls/Instrctn/Viejo | 1,195.99 |
| 323919 | 1 | HYDRO-SCAPE PRODUCTS INC | Srv Bill/Enterprs/SJHHS | 617.65 |
| 323920 | 1 | THINKING MAPS INC | InstMtls/Instrctn/OsoGrand | 1,144.80 |
| 323921 | 1 | CULVER-NEWLIN INC | InstMtls/Libr&Med/SCHS | 220.32 |
| 323922 | 1 | CAMCOR INC | NonCapEq/CurAthlt/ANHS | 1,056.24 |
| 323923 | 1 | CAMCOR INC | InstMtls/Instrctn/CVHS | 460.33 |
| 323924 | 1 | TRANSTRAKS | Serv& Op/PuplTran/Dstrctwd | 7,950.00 |
| 323925 | 1 | WESTERN ILLUMINATED PLASTIC | SplsNonI/RR:Bldgs/Dstrctwd | 2,000.00 |
| 323926 | 1 | COAST RECREATION INC | SplsNonI/RR:Bldgs/Chaparal | 172.46 |
| 323927 | 1 | BENS ASPHALT | Rntl:Oth/RR:Bldgs/AVMS | 3,600.00 |
| 323928 | 1 | SPORTS FACILITIES GROUP INC | Rntl:Oth/RR:Bldgs/DHHS | 984.87 |
| 323929 | 1 | SPORTS FACILITIES GROUP INC | Rntl:Oth/RR:Bldgs/SCHS | 312.87 |
| 323930 | 1 | SPORTS FACILITIES GROUP INC | Rntl:Oth/RR:Bldgs/CVHS | 1,564.36 |
| 323931 | 1 | SPORTS FACILITIES GROUP INC | Rntl:Oth/RR:Bldgs/Tesoro | 492.87 |
| 323932 | 1 | SPORTS FACILITIES GROUP INC | Rntl:Oth/RR:Bldgs/SJHHS | 1,869.51 |
| 323933 | 1 | DIGITAL NETWORKS GROUP INC | NonCapEq/Instrctn/MFMS | 1,037.92 |
| 323934 | 1 | HELLAS CONSTRUCTION INC. | Rntl:Oth/Op:Grnds/Dstrctwd | 4,500.00 |
| 323935 | 1 | HELLAS CONSTRUCTION INC. | Rntl:Oth/Op:Grnds/Dstrctwd | 6,500.00 |
| 323936 | 1 | DEMCO INC | InstMtls/Instrctn/CVHS | 233.64 |
| 323937 | 1 | QUINN POWER SYSTEMS | Rntl:Oth/RR:Bldgs/Dstrctwd | 18,709.85 |
| 323938 | 1 | STAPLES ADVANTAGE | InstMtls/Instrctn/SCHS | 86.40 |

Board of Trustees Purchase Order Listing
*======== Fiscal Year: 2012-13 ========*
Board of Trustees Meeting.....APRIL 24, 2013

| PO No. | Fund | Vendor | Description | Amount |
|---|---|---|---|---|
| 323939 | 1 | CURRICULUM ASSOCIATES | InstMtls/Instrctn/OsoGrand | 1,397.76 |
| 323940 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 416.30 |
| 323941 | | VOID | VOID | 0.00 |
| 323942 | 1 | ATLAS PEN & PENCIL CORP | InstMtls/Instrctn/Marblehd | 197.41 |
| 323943 | 1 | J W PEPPER-LOS ANGELES | InstMtls/Instrctn/ArroyoMS | 533.98 |
| 323944 | 1 | DELL COMPUTER | NonCapEq/SupvAdmn/Dstrctwd | 5,660.88 |
| 323945 | 1 | FLINN SCIENTIFIC INC | InstMtls/Instrctn/DHHS | 662.64 |
| 323946 | 1 | DELL COMPUTER | NonCapEq/RR:Bldgs/Dstrctwd | 1,494.76 |
| 323947 | 1 | APPLE COMPUTER INC | InstMtls/Instrctn/FNMS | 476.04 |
| 323948 | 1 | SAN DIEGO COUNTY OFFICE OF ED | CnfrNonI/StDev In/Dstrctwd | 60.00 |
| 323949 | 1 | INSIGHT SYSTEMS EXCHANGE | InstMtls/Instrctn/Ambuehl | 11,307.60 |
| 323950 | 1 | DELL COMPUTER | InstMtls/Instrctn/Lobo | 14,679.23 |
| 323951 | 1 | AMS.NET INC | Serv& Op/TIS /Dstrctwd | 2,500.00 |
| 323952 | 1 | INSIGHT SYSTEMS EXCHANGE | InstMtls/Libr&Med/SCHS | 768.96 |
| 323953 | 1 | CAPPO | CnfrNonI/Saf&Trng/Dstrctwd | 169.00 |
| 323954 | 1 | DELL COMPUTER | NonCapEq/Instrctn/SCHS | 747.38 |
| 323955 | 1 | INSIGHT SYSTEMS EXCHANGE | NonCapEq/Enterprs/NHMS | 3,769.20 |
| 323956 | 1 | APPLE COMPUTER INC | InstMtls/Instrctn/ANHS | 2,603.52 |
| 323957 | 69 | TRAVIS SOFTWARE | Serv& Op/Enterprs/Dstrctwd | 3,079.00 |
| 323958 | 1 | INSIGHT SYSTEMS EXCHANGE | SplsNonI/Sch Adm /SMS | 1,130.76 |
| 323959 | 1 | ASCD | SplsNonI/Sch Adm /AVMS | 39.00 |
| 323960 | 1 | WORKABILITY 1 REGION 1 | Conf:Ins/SEOthIns/Dstrctwd | 225.00 |
| 323961 | 1 | TRIARCO ARTS & CRAFTS | InstMtls/SEOthIns/Dstrctwd | 196.47 |
| 323962 | | VOID | VOID | 0.00 |
| 323963 | 1 | INSIGHT SYSTEMS EXCHANGE | NonCapEq/Instrctn/San Juan | 7,538.40 |
| 323964 | 1 | SCHOOL SERVICES OF CALIFORNIA | CnfrNonI/SupvAdmn/Dstrctwd | 135.00 |
| 323965 | 1 | NASCO WEST | InstMtls/Instrctn/SMS | 813.47 |
| 323966 | 1 | ORIENTAL TRADING CO | SplsNonI/Sch Adm /Las Palm | 22.66 |
| 323967 | | VOID | VOID | 0.00 |
| 323968 | | VOID | VOID | 0.00 |
| 323969 | 1 | COLLEGE BOUND SENIORS REPORTS | Serv& Op/PuplTest/Dstrctwd | 1,795.00 |
| 323970 | 1 | LAKESHORE LEARNING MATERIALS | SplsNonI/HlthServ/Dstrctwd | 85.60 |
| 323971 | 1 | MHS RESEARCH DEPARTMENT | SplsNonI/PsychSer/Dstrctwd | 324.00 |
| 323972 | 1 | PEARSON ASSESSMENTS | SplsNonI/PsychSer/Dstrctwd | 2,513.40 |
| 323973 | 1 | PEARSON ASSESSMENTS | SplsNonI/Spch Aud/Dstrctwd | 1,157.75 |
| 323974 | 1 | READ NATURALLY | InstMtls/Instrctn/Reilly | 401.20 |
| 323975 | 1 | CHEFS TOYS | InstMtls/Instrctn/Serra | 1,000.00 |
| 323976 | | VOID | VOID | 0.00 |
| 323977 | 1 | WESTGROUP MANAGEMENT INC | Serv& Op/M-R Reim/Dstrctwd | 48,750.00 |
| | 25 | | Serv& Op/Fac Acq /Dstrctwd | 16,250.00 |
| 323978 | 1 | NETOP | Serv& Op/Instrctn/SCHS | 400.00 |
| 323979 | 1 | WE DO MAIL | Serv& Op/Pub Info/Dstrctwd | 375.00 |
| 323980 | 1 | STAPLES ADVANTAGE | SplsNonI/SupvAdmn/Dstrctwd | 570.86 |
| 323981 | 1 | PC MALL GOV | Serv& Op/Pub Info/Dstrctwd | 498.17 |
| 323982 | 1 | COUNCIL OF THE GREAT CITY | Conf:Ins/Instrctn/Dstrctwd | 1,560.00 |
| | | | CnfrNonI/SupvAdmn/Dstrctwd | 390.00 |
| 323983 | 1 | PACIFIC SYMPHONY | Serv& Op/Instrctn/Dstrctwd | 5,000.00 |
| 323984 | 1 | BETH GIBB | Serv& Op/Instrctn/CVHS | 1,500.00 |
| 323985 | 1 | DISCOVERY SCIENCE CENTER | Serv& Op/Instrctn/GrgWhite | 741.00 |
| 323986 | 1 | ORANGE COUNTY DEPT OF EDUC | FieldTrp/Instrctn/VdelMarE | 1,183.75 |

Board of Trustees Purchase Order Listing
*======== Fiscal Year: 2012-13 ========*
Board of Trustees Meeting.....APRIL 24, 2013

| PO No. | Fund | Vendor | Description | Amount |
|---|---|---|---|---|
| 323987 | 1 | EMPLOYMENT DEVELOPMENT DEPT | SUI : CE/DW Unrst/Dstrctwd | 20,000.00 |
| 323988 | 1 | WERTHEIMER-GALE & ASSOCIATES | NPA /NPA Hlth/Dstrctwd | 1,326.00 |
| 323989 | 1 | THERAPEUTIC EDUCATION CENTER | NPS /NPS /Dstrctwd | 18,225.00 |
| 323990 | 1 | SCHOOL SERVICES OF CALIFORNIA | CnfrNonI/Bus/Fisc/Dstrctwd | 175.00 |
| 323991 | 1 | THE WARE GROUP | Serv& Op/Instrctn/Ambuehl | 1,700.00 |
| 323992 | 1 | TOON BOOM ANIMATION INC | InstMtls/Instrctn/CVHS | 482.76 |
| 323993 | 1 | STAPLES ADVANTAGE | SplsNonI/SupvAdmn/SCHS | 962.28 |
| 323994 | 1 | KNOTTS BERRY FARM | FieldTrp/Instrctn/GrgWhite | 1,801.50 |
| 323995 | 1 | CASBO EASTERN SECTION | CnfrNonI/Purch /Dstrctwd | 45.00 |
| 323996 | 1 | GOPHER ATHLETIC | InstMtls/Instrctn/ArroyoEl | 49.50 |
| 323997 | 1 | OCEAN INSTITUTE | FieldTrp/Instrctn/Reilly | 1,325.00 |
| 323998 | 1 | OCEAN INSTITUTE | FieldTrp/Instrctn/Reilly | 1,325.00 |
| 323999 | 1 | OCEAN INSTITUTE | FieldTrp/Instrctn/Reilly | 1,325.00 |
| 324000 | 1 | APPLE COMPUTER INC | Serv& Op/Instrctn/St Edwrd | 4,500.00 |
| 324001 | 40 | EDENCO INC. | Rntl:Oth/Fac Acq /Dstrctwd | 8,400.00 |
| 324002 | 1 | SOUTHWEST SCHOOL SUPPLY | St Rcpts/Undesig /Dstrctwd | 41,821.92 |
| 324003 | 12 | LAKESHORE LEARNING MATERIALS | InstMtls/Instrctn/Dstrctwd | 500.00 |
| 324004 | 1 | NEOPOST USA INC. | Rntl:Oth/Warehse /Dstrctwd | 363.33 |
| 324005 | 12 | DISCOUNT SCHOOL SUPPLY | InstMtls/Instrctn/Dstrctwd | 583.34 |
| 324006 | 1 | GALE/CENGAGE | Serv& Op/Instrctn/Tesoro | 300.00 |
| 324007 | | VOID | VOID | 0.00 |
| 324008 | 1 | COOLE SCHOOL | InstMtls/Instrctn/VdelMarE | 88.60 |
| 324009 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/San Juan | 313.20 |
| 324010 | 1 | LIFE TRENDS GROUP TLTG INC | InstMtls/Instrctn/DHHS | 1,064.45 |
| 324011 | 1 | WOODWIND AND BRASSWIND | NonCapEq/Instrctn/DHHS | 4,250.69 |
| 324012 | 1 | FOLLETT EDUCATIONAL SERVICES | Bks&Ref /Instrctn/Dstrctwd | 646.70 |
| 324013 | 1 | ORANGE COUNTY DEPT OF EDUCAT | Conf:Ins/Instrctn/Kinoshta | 30.00 |
| 324014 | 1 | CHEFS TOYS | NonCapEq/Instrctn/DHHS | 1,505.30 |
| 324015 | 1 | NASCO WEST | InstMtls/Instrctn/Serra | 500.00 |
| 324016 | 1 | SCHOOL SERVICES OF CALIFORNIA | CnfrNonI/SuppSvcs/Dstrctwd | 175.00 |
| | | | CnfrNonI/M&OResOH/Dstrctwd | 175.00 |
| 324017 | | VOID | VOID | 0.00 |
| 324018 | 1 | WILMINGTON BOOK SOURCE | InstMtls/Instrctn/San Juan | 102.66 |
| 324019 | 1 | SEGERSTROM CENTER FOR THE ARTS | Serv& Op/Instrctn/Don Juan | 610.00 |
| 324020 | 1 | DELL COMPUTER | NonCapEq/Instrctn/Palisade | 21,648.90 |
| 324021 | 1 | MORRIS, FAITH | SplsNonI/Sch Adm /Malcom | 257.70 |
| 324022 | 1 | INSIGHT SYSTEMS EXCHANGE | InstMtls/Instrctn/Oak Grv | 12,061.44 |
| 324023 | 1 | PACIFIC PLUMBING COMPANY OF | Rntl:Oth/RR:Bldgs/Dstrctwd | 50,000.00 |
| 324024 | 1 | MOBILE COMMUNICATION REPAIR | SplsNonI/Sch Adm /San Juan | 816.48 |
| 324025 | 1 | CAMCOR INC | InstMtls/Instrctn/Tesoro | 2,301.64 |
| 324026 | 1 | COMMUNICATIONS USA | SplsNonI/Sch Adm /VdelMarE | 556.20 |
| 324027 | 1 | CAMCOR INC | NonCapEq/Instrctn/GrgWhite | 1,916.50 |
| 324028 | 1 | CULVER-NEWLIN INC | SplsNonI/SupvAdmn/Dstrctwd | 829.01 |
| 324029 | 1 | CAMCOR INC | NonCapEq/Instrctn/FNMS | 5,012.65 |
| 324030 | 1 | JUDY LEMM CONSULTING | CnsltNon/Prsnl:HR/Dstrctwd | 5,000.00 |
| 324031 | 1 | OFFICE DEPOT | InstMtls/Enterprs/DHHS | 171.33 |
| 324032 | 1 | MEREDITH DIGITAL | InstMtls/Instrctn/Viejo | 1,708.56 |
| 324033 | 1 | CAMCOR INC | NonCapEq/Instrctn/San Juan | 2,112.48 |
| 324034 | 1 | CAMCOR INC | InstMtls/Instrctn/ANHS | 460.33 |
| 324035 | 1 | CAMCOR INC | InstMtls/Enterprs/ANHS | 528.12 |

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| PO No. | Fund | Vendor | Description | Amount |
|---|---|---|---|---|
| 324036 | 68 | STAPLES ADVANTAGE | SplsNonI/Enterprs/Dstrctwd | 3,600.00 |
| 324037 | 1 | COMPLETE OFFICE OF CA | SplsNonI/TIS /Dstrctwd | 300.00 |
| 324038 | 1 | INSIGHT SYSTEMS EXCHANGE | SplsNonI/Enterprs/NHMS | 376.92 |
| 324039 | 1 | INSIGHT SYSTEMS EXCHANGE | SplsNonI/Enterprs/Dstrctwd | 17,832.96 |
| 324040 | 1 | AMAZON | SplsNonI/TIS /Dstrctwd | 88.80 |
| 324041 | 1 | INSIGHT SYSTEMS EXCHANGE | InstMtls/Instrctn/ArroyoMS | 760.32 |
| 324042 | 1 | COSTCO S.J.C. | InstMtls/SEOthIns/Dstrctwd | 1,214.40 |
| 324043 | 1 | CAMCOR INC | InstMtls/Instrctn/Ambuehl | 289.66 |
| 324044 | 1 | SEHI COMPUTER | InstMtls/Instrctn/OsoGrand | 837.00 |
| 324045 | 1 | BIOMEDICAL WASTE DISPOSAL | Serv& Op/Saf&Trng/Dstrctwd | 198.00 |
| 324046 | 1 | DENAULT'S HARDWARE | InstMtls/Instrctn/Las Palm | 500.00 |
| 324047 | 1 | CULVER-NEWLIN INC | Bks&Ref /Libr&Med/MFMS | 3,442.82 |
| 324048 | 1 | CAMCOR INC | InstMtls/Instrctn/ANHS | 460.33 |
| 324049 | 1 | CALIFORNIA WESTERN VISUALS | InstMtls/Instrctn/SMS | 2,019.60 |
| 324050 | 1 | SCHOLASTIC | Serv& Op/Instrctn/Palisade | 7,370.00 |
| 324051 | 1 | INSIGHT SYSTEMS EXCHANGE | InstMtls/Instrctn/CVHS | 3,844.80 |
| 324052 | 1 | APPLE COMPUTER INC | NonCapEq/Instrctn/Chaparal | 14,907.84 |
| 324053 | 1 | INSIGHT SYSTEMS EXCHANGE | InstMtls/Instrctn/ArroyoEl | 1,533.60 |
| 324054 | | VOID | VOID | 0.00 |
| 324055 | 1 | EVERYTHING MEDICAL | St Rcpts/Undesig /Dstrctwd | 1,655.10 |
| 324056 | 1 | DELL COMPUTER | F&EInstl/Instrctn/LadraElm | 26,905.68 |
| 324057 | 1 | CONTRACT PAPER GROUP INC. | St Rcpts/Undesig /Dstrctwd | 1,494.72 |
| 324058 | 1 | INSIGHT SYSTEMS EXCHANGE | InstMtls/Instrctn/AVMS | 2,998.08 |
| 324059 | 1 | DELL COMPUTER | NonCapEq/Instrctn/Benedict | 862.63 |
| 324060 | 1 | INSIGHT SYSTEMS EXCHANGE | InstMtls/Instrctn/LF Elem | 4,201.20 |
| 324061 | 1 | ORANGE COUNTY DEPT OF EDUCAT | CnfrNonI/SupvAdmn/Dstrctwd | 35.00 |
| 324062 | 1 | INSIGHT SYSTEMS EXCHANGE | SplsNonI/AcadmAdv/LRMS | 347.76 |
| 324063 | 1 | GORDON, TODD | Serv& Op/Instrctn/SVCS | 411.25 |
| 324064 | 1 | APPLE COMPUTER INC | InstMtls/Instrctn/LF Elem | 3,471.36 |
| 324065 | 1 | INSIGHT SYSTEMS EXCHANGE | InstMtls/Instrctn/NHMS | 1,884.60 |
| | | | InstMtls/Pup Serv/NHMS | 376.92 |
| 324066 | 1 | GUERIN, NANCY | Serv& Op/Instrctn/SVCS | 313.00 |
| 324067 | 1 | INSIGHT SYSTEMS EXCHANGE | InstMtls/Instrctn/Wood Cyn | 1,153.44 |
| 324068 | 1 | TROXELL COMMUNICATIONS INC | InstMtls/Instrctn/Tesoro | 501.12 |
| 324069 | 1 | CAMCOR INC | InstMtls/Instrctn/LRMS | 958.25 |
| 324070 | 1 | RIGGS-ZEIGEN, LAVONNE | Serv& Op/Instrctn/SVCS | 417.64 |
| 324071 | | VOID | VOID | 0.00 |
| 324072 | | VOID | VOID | 0.00 |
| 324073 | | VOID | VOID | 0.00 |
| 324074 | | VOID | VOID | 0.00 |
| 324075 | | VOID | VOID | 0.00 |
| 324076 | 25 | ORANGE COUNTY REGISTER | Serv& Op/Fac Acq /Dstrctwd | 629.00 |
| 324077 | 1 | PACIFIC MH CONSTRUCTION INC. | Rntl:Oth/RR:Bldgs/DHHS | 3,889.00 |
| 324078 | 1 | KELLY PAPER COMPANY | SplsNonI/Grph Art/Dstrctwd | 20,000.00 |
| 324079 | 1 | MOBILE COMMUNICATION REPAIR | SplsNonI/Sch Adm /Chaparal | 237.60 |
| 324080 | 1 | SEHI COMPUTER | InstMtls/Instrctn/Moulton | 669.60 |
| 324081 | 1 | CAMCOR INC | NonCapEq/Instrctn/San Juan | 1,011.90 |
| 324082 | 1 | FOLLETT EDUCATIONAL SERVICES | 9-12Text/Instrctn/Dstrctwd | 2,136.24 |
| 324083 | 1 | HAWTHORNE EDUCATIONAL SERV | SplsNonI/SupvAdmn/Concordi | 385.56 |
| 324084 | 11 | AMERICAN COUNCIL ON EDUCATION | Serv& Op/Instrctn/Dstrctwd | 736.00 |

Board of Trustees Purchase Order Listing
*======== Fiscal Year: 2012-13 ========*
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| PO No. | Fund | Vendor | Description | Amount |
|---|---|---|---|---|
| 324085 | 1 | PC MALL GOV | Serv& Op/Instrctn/CVHS | 1,773.09 |
| 324086 | 1 | APPLE COMPUTER INC | InstMtls/SEOthIns/Dstrctwd | 358.32 |
| 324087 | 68 | CULVER-NEWLIN INC | SplsNonI/Enterprs/Dstrctwd | 3,600.00 |
| 324088 | 1 | THYSSEN ELEVATOR CORPORATION | Rntl:Oth/RR:Bldgs/Dstrctwd | 10,000.00 |
| 324089 | 1 | PACIFIC ROOFING SYSTEMS | Rntl:Oth/RR:Bldgs/FNMS | 4,633.30 |
| 324090 | 1 | PACIFIC ROOFING SYSTEMS | Rntl:Oth/RR:Bldgs/FNMS | 1,218.00 |
| 324091 | 1 | PACIFIC ROOFING SYSTEMS | Rntl:Oth/RR:Bldgs/Bergeson | 4,495.00 |
| 324092 | 1 | DEWEYS HOME APPLIANCES | Rntl:Oth/RR:Bldgs/Barcelon | 4,230.36 |
| 324093 | 1 | COMMERCE PRINTING | 9-12Text/Instrctn/Dstrctwd | 499.50 |
| 324094 | 1 | NATIONAL BUSINESS INST | CnfrNonI/SupvAdmn/Dstrctwd | 349.00 |
| 324095 | 1 | CCEA MODEL SCHOOLS PROGRAM | SplsNonI/Sch Adm /Serra | 350.00 |
| 324096 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/SJHHS | 2,500.00 |
| | | | SplsNonI/Sch Adm /SJHHS | 3,500.00 |
| 324097 | 1 | SMART & FINAL IRIS #399 | SplsNonI/Sch Adm /ANHS | 50.00 |
| 324098 | 1 | MARKERBOARD PEOPLE | InstMtls/Instrctn/CVHS | 177.00 |
| 324099 | 1 | DELL COMPUTER | NonCapEq/Instrctn/Dstrctwd | 747.38 |
| 324100 | 1 | OAK GROVE INSTITUTE | Sub RTC /NPS /Dstrctwd | 9,213.67 |
| | | | Sub MHBC/NPS /Dstrctwd | 32,276.00 |
| 324101 | 1 | BAUDVILLE | SplsNonI/Sch Adm /LFMS | 213.35 |
| 324102 | 1 | WE DO MAIL | Serv& Op/Pub Info/Dstrctwd | 350.00 |
| 324103 | 1 | CUSD | Serv& Op/Instrctn/Tesoro | 15,591.07 |
| 324104 | 1 | CONTEMPORARY SERVICES CORP. | Serv& Op/Enterprs/DHHS | 990.00 |
| 324105 | 1 | T DAVIS & ASSOCIATES INC | CnsltNon/Prsnl:HR/Dstrctwd | 27,540.00 |
| 324106 | 1 | CONTEMPORARY SERVICES CORP. | Serv& Op/Enterprs/Tesoro | 8,000.00 |
| 324107 | 1 | CONTEMPORARY SERVICES CORP. | Serv& Op/Enterprs/SJHHS | 600.00 |
| 324108 | 1 | CONTEMPORARY SERVICES CORP. | Serv& Op/Enterprs/ANHS | 6,000.00 |
| 324109 | 1 | CONTEMPORARY SERVICES CORP. | Serv& Op/Enterprs/CVHS | 5,047.00 |
| 324110 | 1 | CONTEMPORARY SERVICES CORP. | Serv& Op/Enterprs/SCHS | 1,600.00 |
| 324111 | 11 | AMERICAN COUNCIL ON EDUCATION | Serv& Op/Instrctn/Dstrctwd | 11.50 |
| 324112 | 1 | INTERNATIONAL MAGIC & FUN SHOP | InstMtls/Instrctn/SJHHS | 292.68 |
| 324113 | 1 | LINGUI SYSTEMS INC | SplsNonI/Spch Aud/Dstrctwd | 58.95 |
| 324114 | 1 | CHEFS TOYS | NonCapEq/Instrctn/DHHS | 3,062.19 |
| 324115 | 1 | TEACHING STRATEGIES INC | InstMtls/SDCInstr/Dstrctwd | 141.55 |
| 324116 | 1 | PHONAK INC | SplsNonI/HlthServ/Dstrctwd | 450.99 |
| 324117 | 1 | HANDWRITING W/O TEARS | InstMtls/Instrctn/Kinoshta | 578.88 |
| 324118 | 1 | AMSTERDAM PRINTING & LITHO | InstMtls/Instrctn/San Juan | 174.42 |
| 324119 | 40 | ALTA ENVIRONMENTAL | Serv& Op/Fac Acq /SMS | 3,359.00 |
| 324120 | 14 | ALTA ENVIRONMENTAL | Serv& Op/Fac Acq /SCHS | 5,942.00 |
| 324121 | | VOID | VOID | 0.00 |
| 324122 | 1 | ORANGE COUNTY DEPT OF EDUC | FieldTrp/Instrctn/Concordi | 721.25 |
| 324123 | 1 | GOPHER ATHLETIC | NonCapEq/Instrctn/Las Palm | 719.33 |
| 324124 | 1 | INSIGHT SYSTEMS EXCHANGE | NonCapEq/Instrctn/SJHHS | 5,041.44 |
| 324125 | 1 | DEMCO | SplsNonI/Libr&Med/SJHHS | 29.79 |
| 324126 | 1 | INSIGHT SYSTEMS EXCHANGE | NonCapEq/Instrctn/SJHHS | 6,955.20 |
| 324127 | 1 | APPLE COMPUTER INC | NonCapEq/Instrctn/Moulton | 3,856.87 |
| 324128 | 1 | ORANGE COUNTY DEPT OF EDUCAT | Serv& Op/Instrctn/Dstrctwd | 2,400.00 |
| 324129 | 1 | INSIGHT SYSTEMS EXCHANGE | NonCapEq/Instrctn/Oak Grv | 753.84 |
| 324130 | 1 | SANTILLANA PUBL CO | Serv& Op/Instrctn/Crn Vlly | 6,150.00 |
| 324131 | 1 | INSIGHT SYSTEMS EXCHANGE | NonCapEq/RSPInstr/SJHHS | 2,520.72 |
| 324132 | 1 | WARDS NATURAL SCIENCE | InstMtls/Instrctn/ArroyoMS | 51.89 |

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| PO No. | Fund | Vendor | Description | Amount |
|---|---|---|---|---|
| 324133 | 1 | APPLE COMPUTER INC | NonCapEq/Instrctn/San Juan | 9,272.88 |
| 324134 | 1 | INSIGHT SYSTEMS EXCHANGE | NonCapEq/Instrctn/Tesoro | 384.48 |
| 324135 | 1 | DELL COMPUTER | NonCapEq/Libr&Med/Dstrctwd | 958.97 |
| 324136 | 1 | GENERAL BINDING CORP | Serv& Op/Instrctn/Serra | 390.00 |
| 324137 | 1 | INSIGHT SYSTEMS EXCHANGE | NonCapEq/Instrctn/GrgWhite | 13,631.76 |
| 324138 | 1 | PRETEND CITY CHILDREN'S MUSEUM | FieldTrp/Instrctn/Marblehd | 576.00 |
| 324139 | 1 | APPLE COMPUTER INC | NonCapEq/Instrctn/ArroyoEl | 1,189.68 |
| 324140 | 1 | CCSESA | CnfrNonI/SupvAdmn/Dstrctwd | 196.00 |
| 324141 | 1 | APPLE COMPUTER INC | NonCapEq/Instrctn/SJHHS | 3,251.52 |
| 324142 | 1 | SCHOOL SERVICES OF CALIFORNIA | CnfrNonI/SupvAdmn/Dstrctwd | 75.00 |
| 324143 | 1 | LIFECYCLE AQUAPONICS | NonCapEq/Instrctn/Tesoro | 5,000.00 |
| 324144 | 1 | INSIGHT SYSTEMS EXCHANGE | NonCapEq/Instrctn/GrgWhite | 4,497.12 |
| 324145 | 1 | QSS USER'S GROUP | CnfrNonI/Bus/Fisc/Dstrctwd | 250.00 |
| 324146 | 1 | PC MALL GOV | NonCapEq/TIS /Dstrctwd | 107.83 |
| 324147 | 1 | PACIFIC ROOFING SYSTEMS | Rntl:Oth/RR:Bldgs/FNMS | 4,732.80 |
| 324148 | 1 | PACIFIC ROOFING SYSTEMS | Rntl:Oth/RR:Bldgs/FNMS | 6,621.00 |
| 324149 | | VOID | VOID | 0.00 |
| 324150 | 1 | ORANGE COUNTY DEPT OF EDUC | FieldTrp/Instrctn/Lobo | 422.25 |
| 324151 | 1 | SHI | Serv& Op/TIS /Dstrctwd | 177,808.83 |
| 324152 | 40 | DANNIS WOLIVER KELLEY | Serv& Op/Fac Acq /Dstrctwd | 416.47 |
| | 23 | | Serv& Op/Fac Acq /Dstrctwd | 81.66 |
| 324153 | 1 | SEHI COMPUTER | InstMtls/Instrctn/Bathgate | 837.00 |
| 324154 | 1 | ORANGE COUNTY DEPT OF EDUCAT | FieldTrp/Instrctn/Marblehd | 151.50 |
| 324155 | 1 | MISSION SAN JUAN CAPISTRANO | FieldTrp/Instrctn/Lobo | 616.00 |
| 324156 | 1 | SMART & FINAL IRIS #399 | InstMtls/Instrctn/FNMS | 1,010.00 |
| 324157 | 1 | SCHOOL SERVICES OF CALIFORNIA | Serv& Op/StaffNeg/Dstrctwd | 135.00 |
| | | | CnfrNonI/SuppSvcs/Dstrctwd | 135.00 |
| | | | CnfrNonI/Bus/Fisc/Dstrctwd | 405.00 |
| | | | CnfrNonI/StaffNeg/Dstrctwd | 135.00 |
| | | | CnfrNonI/Prsnl:HR/Dstrctwd | 135.00 |
| 324158 | 1 | RANCHO SANTIAGO COLLEGE | FieldTrp/Instrctn/Malcom | 696.00 |
| 324159 | 1 | TIME AND ALARM SYSTEMS | Rntl:Oth/RR:Bldgs/Dstrctwd | 1,500.00 |
| 324160 | 1 | YALE CHASE EQUIPMENT AND | Rntl:Oth/RR:Bldgs/DHHS | 2,015.22 |
| 324161 | 1 | YALE CHASE EQUIPMENT AND | Rntl:Oth/RR:Bldgs/Wagon Wh | 2,253.94 |
| 324162 | 1 | PACIFIC MH CONSTRUCTION INC. | Rntl:Oth/RR:Bldgs/Malcom | 3,037.71 |
| 324163 | 1 | MOBILE COMMUNICATION REPAIR | SplsNonI/Sch Adm /LF Elem | 204.12 |
| 324164 | 1 | GRAVOGRAPH-NEW HERMES | SplsNonI/RR:Bldgs/Dstrctwd | 1,298.41 |
| 324165 | 1 | SMART & FINAL IRIS #399 | InstMtls/Instrctn/SCHS | 5,450.00 |
| 324166 | 1 | CLARK SECURITY PRODUCTS | SplsNonI/RR:Bldgs/Dstrctwd | 3,654.90 |
| 324167 | 1 | DELL COMPUTER | InstMtls/Instrctn/CapoHome | 841.09 |
| 324168 | 1 | APPLE COMPUTER INC | InstMtls/SEOthIns/Dstrctwd | 433.92 |
| 324169 | 1 | SCHOOL SERVICES OF CALIFORNIA | CnfrNonI/SupvAdmn/Dstrctwd | 135.00 |
| | | | CnfrNonI/StaffNeg/Dstrctwd | 135.00 |
| 324170 | 1 | SMART & FINAL IRIS #399 | InstMtls/Instrctn/AVMS | 750.00 |
| 324171 | 1 | SEHI COMPUTER | InstMtls/Instrctn/Wagon Wh | 502.20 |
| 324172 | 1 | DELL COMPUTER | InstMtls/Instrctn/CapoHome | 443.52 |
| 324173 | 1 | SEHI COMPUTER | InstMtls/Instrctn/Kinoshta | 837.00 |
| 324174 | 1 | CALIFORNIA WESTERN VISUALS | NonCapEq/Instrctn/NHMS | 6,384.32 |
| 324175 | 1 | PYRAMID WIRE & CABLE INC. | SplsNonI/RR:Bldgs/RH Dana | 482.97 |
| 324176 | 1 | CONSOLIDATED ELECTRICAL DISTR | SplsNonI/RR:Bldgs/RH Dana | 438.50 |

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| PO No. | Fund | Vendor | Description | Amount |
|---|---|---|---|---|
| 324177 | 1 | HD SUPPLY | SplsNonI/Instrctn/RH Dana | 241.77 |
| 324178 | 1 | DAVE BANG ASSOCIATES | Rntl:Oth/RR:Bldgs/Las Palm | 3,639.60 |
| 324179 | 1 | MCINTOSH CENTER, DAYLE | CnsltSvs/Aid:Inst/Dstrctwd | 10,000.00 |
| 324180 | 1 | HEWLETT-PACKARD COMPANY | InstMtls/Instrctn/RH Dana | 55.56 |
| 324181 | 1 | CALIFORNIA BOILER INC. | Rntl:Oth/RR:Bldgs/Dstrctwd | 523.20 |
| 324182 | 1 | CAMCOR INC | NonCapEq/Enterprs/HankeyES | 1,055.73 |
| | | | NonCapEq/Instrctn/HankeyES | 531.84 |
| 324183 | 1 | TROXELL COMMUNICATIONS INC | InstMtls/Instrctn/CanVistE | 792.37 |
| 324184 | 1 | CAMCOR INC | NonCapEq/Instrctn/RH Dana | 2,112.48 |
| 324185 | 1 | CAMCOR INC | InstMtls/Instrctn/RH Dana | 96.55 |
| 324186 | 1 | ULINE | SplsNonI/Warehse /Dstrctwd | 1,500.00 |
| 324187 | 1 | EDUCATIONAL FONTWARE INC | Serv& Op/Instrctn/Kinoshta | 324.00 |
| 324188 | 1 | STAFF DEVELOPMENT FOR EDUCATOR | Serv& Op/Instrctn/SVCS | 698.00 |
| 324189 | 1 | SANTA ANA ZOO | FieldTrp/Enterprs/Las Palm | 1,128.00 |
| 324190 | 1 | AMON, TODD | SplsNonI/Sch Adm /CVHS | 458.69 |
| 324191 | 1 | QZINA INSTITUTE OF CHOCOLATE | Conf:Ins/Instrctn/Serra | 495.00 |
| 324192 | 1 | UC REGENTS | Conf:Ins/Instrctn/MFMS | 2,380.00 |
| 324193 | 1 | UC REGENTS | Conf:Ins/Instrctn/AVMS | 1,785.00 |
| 324194 | 1 | UC REGENTS | Conf:Ins/Instrctn/SMS | 1,190.00 |
| 324195 | 1 | UC REGENTS | Conf:Ins/Instrctn/NHMS | 1,785.00 |
| 324196 | 1 | BETTER BUSINESS RECORDS | SplsNonI/Pup Serv/Dstrctwd | 46.39 |
| 324197 | 1 | UC REGENTS | Conf:Ins/Instrctn/SCHS | 1,785.00 |
| 324198 | 1 | UC REGENTS | Conf:Ins/Instrctn/DHHS | 1,190.00 |
| 324199 | 1 | UC REGENTS | Conf:Ins/Instrctn/SJHHS | 5,950.00 |
| 324200 | 1 | UC REGENTS | CnfrNonI/SupvAdmn/Dstrctwd | 1,785.00 |
| 324201 | 1 | EVERYTHING MEDICAL | St Rcpts/Undesig /Dstrctwd | 600.83 |
| 324202 | 1 | OREGON HEALTH & SCIENCE UNIV. | SplsNonI/Spch Aud/Dstrctwd | 324.00 |
| 324203 | 1 | ASCOLTA TRAINING COMPANY | CnfrNonI/TIS /Dstrctwd | 2,227.50 |
| 324204 | 1 | CENGAGE LEARNING | K-8Textb/Instrctn/Dstrctwd | 3,115.53 |
| 324205 | 1 | FOLLETT EDUCATIONAL SERVICES | K-8Textb/Instrctn/Dstrctwd | 857.79 |
| 324206 | 1 | FOLLETT EDUCATIONAL SERVICES | K-8Textb/Instrctn/Dstrctwd | 1,429.65 |
| 324207 | 1 | FOLLETT EDUCATIONAL SERVICES | K-8Textb/Instrctn/Dstrctwd | 932.26 |
| 324208 | 1 | FOLLETT EDUCATIONAL SERVICES | K-8Textb/Instrctn/Dstrctwd | 1,456.65 |
| 324209 | 1 | FOLLETT EDUCATIONAL SERVICES | K-8Textb/Instrctn/Dstrctwd | 325.76 |
| 324210 | 1 | FOLLETT EDUCATIONAL SERVICES | K-8Textb/Instrctn/Dstrctwd | 178.64 |
| 324211 | 1 | PEARSON EDUCATION | K-8Textb/Instrctn/Dstrctwd | 6,032.47 |
| 324212 | 1 | PEARSON EDUCATION | K-8Textb/Instrctn/Dstrctwd | 4,765.41 |
| 324213 | 1 | MCGRAW-HILL/SRA | K-8Textb/Instrctn/Dstrctwd | 846.81 |
| 324214 | 1 | PERMA-BOUND | K-12Text/Instrctn/SCHS | 3,400.00 |
| 324215 | 1 | FOLLETT LIBRARY RESOURCES | K-12Text/Instrctn/SCHS | 7,800.00 |
| 324216 | 13 | NEAT SOLUTIONS | OffFdSrv/FoodServ/Dstrctwd | 1,221.20 |
| 324217 | 13 | EMPORIUM/SNA FOUNDATION | OffFdSrv/FoodServ/Dstrctwd | 130.40 |
| 324218 | 1 | WARDS NATURAL SCIENCE | InstMtls/Instrctn/Tesoro | 3,323.89 |
| 324219 | 1 | INSIGHT SYSTEMS EXCHANGE | NonCapEq/Instrctn/HankeyES | 840.24 |
| 324220 | 1 | LEISENRING, SUE | Serv& Op/Instrctn/Capo Ch | 936.00 |
| 324221 | 1 | HOWARD, JAMIE | Serv& Op/Instrctn/SVCS | 389.28 |
| 324222 | 1 | JENSEN, LORI | Serv& Op/Instrctn/SVCS | 996.43 |
| 324223 | 1 | MARGY, MIKE | Serv& Op/Instrctn/MssHills | 257.60 |
| 324224 | 1 | INSIGHT SYSTEMS EXCHANGE | NonCapEq/Instrctn/HankeyES | 1,153.44 |
| 324225 | 1 | US GAMES | InstMtls/Instrctn/DJAMS | 951.35 |

Board of Trustees Purchase Order Listing
*======== Fiscal Year: 2012-13 ========*
Board of Trustees Meeting.....APRIL 24, 2013

| PO No. | Fund | Vendor | Description | Amount |
|---|---|---|---|---|
| 324226 | 1 | JESTER GAMES INC | InstMtls/Instrctn/DJAMS | 500.00 |
| 324227 | 1 | CREATIVE FORMS DESIGN INC | SplsNonI/SupvAdmn/Dstrctwd | 1,787.94 |
| 324228 | 1 | GOPHER ATHLETIC | InstMtls/Instrctn/Las Palm | 237.66 |
| 324229 | | VOID | VOID | 0.00 |
| 324230 | 1 | SMART & FINAL IRIS #399 | InstMtls/Instrctn/ANHS | 150.00 |
| 324231 | 1 | APPLE COMPUTER INC | NonCapEq/Instrctn/ANHS | 16,269.24 |
| 324232 | 1 | DELL COMPUTER | NonCapEq/Instrctn/LadraElm | 6,901.04 |
| 324233 | 1 | INSIGHT SYSTEMS EXCHANGE | NonCapEq/Instrctn/CanVistE | 6,301.80 |
| 324234 | 23 | DSA | BI:DSA /Fac Acq /Crn Vlly | 500.00 |
| 324235 | 23 | DSA | BI:DSA /Fac Acq /Del Obis | 500.00 |
| 324236 | 1 | DELL COMPUTER | NonCapEq/StDev In/Dstrctwd | 1,002.14 |
| 324237 | 1 | PACIFIC MH CONSTRUCTION INC. | Rntl:Oth/RR:Bldgs/Bergeson | 6,888.00 |
| 324238 | 1 | INSIGHT SYSTEMS EXCHANGE | InstMtls/Instrctn/RH Dana | 115.84 |
| 324239 | | VOID | VOID | 0.00 |
| 324240 | 1 | PRO-ED | InstMtls/SEOthIns/Dstrctwd | 746.54 |
| 324241 | 1 | LOYER, LAW OFFICES OF KATHLEEN | Legal /SupvAdmn/Dstrctwd | 3,500.00 |
| 324242 | 1 | IMAGINATION MACHINE | Serv& Op/Instrctn/Benedict | 1,435.00 |
| 324243 | 1 | IMAGINATION MACHINE | Serv& Op/Instrctn/Crn Vlly | 1,085.00 |
| 324244 | 1 | SMART & FINAL IRIS #399 | InstMtls/SEOthIns/Dstrctwd | 2,000.00 |
| 324245 | 1 | RENAISSANCE LEARNING INC | Serv& Op/Instrctn/Hiddn Hl | 480.69 |
| 324246 | 13 | PREMIER FOOD SAFETY | CnfrNonI/FoodServ/Dstrctwd | 417.00 |
| 324247 | 1 | LEISURE CARE REFERRAL AGENCY | NPA /NPA Hlth/Dstrctwd | 19,600.00 |
| 324248 | 1 | AQUARIUM OF THE PACIFIC | FieldTrp/Instrctn/Moulton | 795.00 |
| 324249 | 1 | UC REGENTS | Conf:Ins/Instrctn/MFMS | 250.00 |
| 324250 | 1 | SOLIANT HEALTH INC | CnsltSvs/Aid:Inst/Dstrctwd | 23,450.00 |
| 324251 | 1 | ORANGE COUNTY DEPT OF EDUCAT | CnfrNonI/SupvAdmn/Dstrctwd | 35.00 |
| 324252 | 1 | INSIGHT SYSTEMS EXCHANGE | NonCapEq/Instrctn/SMS | 2,280.96 |
| 324253 | 1 | APPLE COMPUTER INC | InstMtls/Instrctn/BAMS | 541.92 |
| 324254 | | VOID | VOID | 0.00 |
| 324255 | 1 | STATE SELPA ADMINISTRATORS | CnfrNonI/SupvAdmn/Dstrctwd | 60.00 |
| | | | Serv& Op/PrntPart/Dstrctwd | 120.00 |
| 324256 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 5,497.04 |
| 324257 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 26,272.11 |
| 324258 | 1 | PERMA-BOUND | K-12Text/Instrctn/AVMS | 850.82 |
| 324259 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/Las Palm | 6,000.00 |
| 324260 | 1 | OCDE/MEDIA SERVICES | InstMtls/Instrctn/VDMMS | 135.00 |
| 324261 | | VOID | VOID | 0.00 |
| 324262 | 1 | PRO-ED | InstMtls/SEOthIns/Dstrctwd | 82.55 |
| 324263 | 1 | WARDS NATURAL SCIENCE | InstMtls/Instrctn/DHHS | 2,300.49 |
| 324264 | 1 | PC MALL GOV | SplsNonI/FacPlann/Dstrctwd | 161.19 |
| 324265 | 1 | SCHOOL HEALTH CORP | SplsNonI/Sch Adm /Malcom | 2.05 |

355 Purchase Orders $1,265,954.43

Board of Trustees Warrant Listing
*======== Fiscal Year: 2012-13 ========*
Board of Trustees Meeting.....APRIL 24, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|---|---|---|---|
| 184044 | 1800WHEELCHAIR.COM | PO-322980 | 638.00 |
| 184045 | MEDCO SUPPLY INC | PO-321926 | 3,032.29 |
| | | PO-322643 | 88.84 |
| 184046 | NATIONAL NETWORK OF DIGITAL | PO-321527 | 187.50 |
| 184047 | NETWORK HARDWARE RESALE | PO-323398 | 23,085.00 |
| | | PO-323500 | 18,126.00 |
| | | PO-323508 | 29,011.00 |
| 184048 | OFFICE DEPOT | PO-320790 | 387.30 |
| | | PO-321199 | 59.05 |
| | | PO-323246 | 69.12 |
| 184049 | PYRAMID WIRE & CABLE INC. | PO-323527 | 708.30 |
| | | PO-323663 | 1,239.61 |
| 184050 | REALLY GOOD STUFF | PO-322130 | 109.84 |
| 184051 | RIVIERA FINANCE | PO-322838 | 1,777.92 |
| 184052 | SANTILLANA PUBL CO | PO-320779 | 1,650.00 |
| | | PO-322117 | 1,550.00 |
| | | PO-322456 | 16.32 |
| | | PO-323308 | 268.37 |
| | | PO-323596 | 1,900.00 |
| | | PO-323597 | 700.00 |
| 184053 | SMART & FINAL | PO-322016 | 177.86 |
| | | PO-322070 | 40.39 |
| 184054 | SOUTH COAST FAMILY MEDI CENTER | PO-320033 | 675.00 |
| | | PO-321398 | 315.00 |
| 184055 | SPICERS PAPER CO | PO-322675 | 10,000.00 |
| 184056 | SPORT CHALET | PO-322072 | 18,856.69 |
| 184057 | SUNBURST DIGITAL INC | PO-322858 | 99.95 |
| 184058 | SUPPLY LINE BUILDING MATERIALS | PO-320202 | 87.81 |
| 184059 | THYSSENKRUPP ELEVATOR CORP | PO-320400 | 2,896.25 |
| 184060 | TIME AND ALARM SYSTEMS | PO-321647 | 553.50 |
| 184061 | TIME FOR KIDS | PO-321220 | 934.50 |
| | | PO-321634 | 1,544.24 |
| | | PO-321858 | 1,661.66 |
| 184062 | TOXGUARD FLUID TECHNOLOGIES | PO-320562 | 485.04 |
| 184063 | TROXELL COMM INC | PO-321905 | 999.92 |
| | | PO-322343 | 329.39 |
| | | PO-322845 | 501.12 |
| | | PO-322847 | 501.12 |
| | | PO-322850 | 501.12 |
| | | PO-322852 | 4,008.96 |
| 184064 | WESTERN ILLUMINATED PLASTIC | PO-323925 | 1,950.48 |
| 184065 | SMART & FINAL | PO-320520 | 55.85 |
| | | PO-320589 | 80.84 |
| 184066 | WAXIE | PO-320938 | 13.99 |
| 184067 | EMPLOYMENT DEVELOPMENT DEPT | PO-321791 | 7,857.99 |

**Attachment 2**

Board of Trustees Warrant Listing
*======== Fiscal Year: 2012-13 ========*
Board of Trustees Meeting.....APRIL 24, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|---|---|---|---|
| 184068 | STATE BD EQUALIZATION | PV-133345 | 1,590.00 |
| 184069 | CONNECTICUT GEN LIFE INS CO | PO-320140 | 14,909.50 |
| 184070 | CONNECTICUT GENERAL LIFE | PO-320114 | 29,639.94 |
| 184071 | CORVEL CORPORATION | PO-320222 | 18,757.88 |
| 184072 | US BANK CORP PAYMENT SYSTEM | - | |
| | | PV-133280 | 8,879.94 |
| | | PV-133281 | 2,429.38 |
| 184073 | US BANK CORP PAYMENT SYSTEM | - | |
| | | PV-133281 | 4,001.82 |
| | | PV-133282 | 1,099.79 |
| | | PV-133284 | 4,085.30 |
| 184074 | US BANK CORP PAYMENT SYSTEM | PV-133284 | 1,682.77 |
| 184075 | BERRY, SCOTT AND/OR JAIME | PO-320819 | 566.61 |
| 184076 | CRARY, BRENDA | PO-320292 | 3,674.40 |
| 184077 | HEAR NOW ABRAMSON AUDIOLOGY | PO-320336 | 3,591.25 |
| 184078 | KRANTZ, TRICIA | PO-320348 | 3,250.80 |
| 184079 | LCRA TRUST | PO-321559 | 3,920.00 |
| 184080 | MARDAN CENTER OF ED | PO-321310 | 3,096.00 |
| | | PO-321674 | 2,924.00 |
| | | PO-322886 | 3,096.00 |
| | | PO-322935 | 1,376.00 |
| | | PO-323661 | 2,064.00 |
| 184081 | OCEANVIEW SCHOOL | PO-320224 | 4,296.00 |
| | | PO-320230 | 3,816.00 |
| | | PO-320231 | 4,084.00 |
| | | PO-320237 | 4,056.00 |
| | | PO-320239 | 4,296.00 |
| | | PO-320241 | 3,756.00 |
| | | PO-320670 | 3,604.00 |
| | | PO-321715 | 3,816.00 |
| | | PO-321745 | 2,544.00 |
| | | PO-322835 | 2,912.00 |
| | | PO-322888 | 5,190.00 |
| | | PO-323590 | 3,632.00 |
| 184082 | ORANGE COUNTY THERAPY SERVICE | PO-320329 | 3,920.00 |
| 184083 | STEPPING STONES SPEECH | PO-321714 | 12,960.00 |
| | | PO-322704 | 3,780.00 |
| 184084 | WINGARD, RICHARD AND LORENA | PO-323522 | 750.00 |
| 184085 | INNOVADIA LLC | PO-322541 | 533.50 |
| 184086 | PROFESSIONAL TUTORS OF AMERICA | PO-321166 | 312.00 |
| 184087 | SMART KIDS TUTORING & LEARNING | PO-322201 | 453.00 |
| 184088 | DANNIS WOLIVER KELLEY | PO-321980 | 343.00 |
| 184089 | DEPT OF GENERAL SERVICES | PO-323845 | 92.00 |
| 184090 | STUTZ ARTIANO SHINOFF & HOLTZ | PO-320748 | 7,005.58 |
| 184091 | BAKER, KENT | PV-133288 | 25.00 |

Board of Trustees Warrant Listing
*======== Fiscal Year: 2012-13 ========*
Board of Trustees Meeting.....APRIL 24, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|---|---|---|---|
| 184092 | CASTO | PO-323772 | 1,287.00 |
| 184093 | CHRISTMAN-STURM, TRACY | PV-133289 | 84.09 |
| 184094 | GEIGER, PHILIPPA | PV-133294 | 301.80 |
| 184095 | HANAFORD, LAURA | PV-133315 | 84.09 |
| 184096 | KAPLAN, PAUL M | PV-133290 | 212.15 |
| 184097 | KROGMAN, DEBRAH | PV-133291 | 229.00 |
| 184098 | NASIRI, ROSA | PV-133292 | 20.00 |
| 184099 | ORANGE COUNTY DEPT OF EDUCATIO | PO-322718 | 125.00 |
| | | PO-323632 | 50.00 |
| 184100 | ROLEWICZ, TINA | PO-323740 | 909.00 |
| 184101 | TOWNLEY, MICHELLE | PV-133295 | 84.19 |
| 184102 | WATERMAN, CHARLES | PV-133293 | 20.00 |
| 184103 | AMON, LEESA | PV-133296 | 72.00 |
| 184104 | ANDERSEN, BLAKE | PV-133297 | 15.00 |
| 184105 | BAIMA, ANIKA | PV-133298 | 20.00 |
| 184106 | BERNSTEIN, DYLAN | PV-133299 | 80.00 |
| 184107 | CASSELLA, THOMAS | PV-133300 | 80.00 |
| 184108 | CONRAD, CLINTON | PV-133301 | 87.00 |
| 184109 | CROCKETT, STACEY | PV-133302 | 11.00 |
| 184110 | CROUSE, ROBIN | PV-133303 | 84.00 |
| 184111 | DEGN, MICHELLE | PV-133304 | 70.00 |
| 184112 | FARLEY, JOSEPH M | PV-133305 | 115.78 |
| 184113 | GARDNER, JENNINGS | PV-133306 | 15.00 |
| 184114 | GRAYDON, ALLISON | PV-133307 | 15.00 |
| 184115 | HASSANKHIL, ELIAS | PV-133308 | 15.00 |
| 184116 | HORTON, LESLIE | PV-133309 | 72.00 |
| 184117 | JACKSON, BRITTNEY | PV-133310 | 69.00 |
| 184118 | JOHNSTONE III, VANDERBURGH | PV-133311 | 72.00 |
| 184119 | KAVOOSSI, KAREN | PV-133312 | 72.00 |
| 184120 | MALINS, KRYSTINE | PV-133313 | 20.00 |
| 184121 | MENDELSON, LORI | PV-133316 | 20.00 |
| 184122 | MILLAN, LESLIE | PV-133317 | 149.00 |
| 184123 | MURPHY, JO | PV-133319 | 72.00 |
| 184124 | OH, JENNIFER | PV-133320 | 72.00 |
| 184125 | SELECMAN, LANA | PV-133321 | 18.35 |
| 184126 | TOMPKINS, CHASE | PV-133322 | 15.00 |
| 184127 | MOFTAKHAR, KARIM | PV-133318 | 75.00 |
| 184128 | ANTONIUS, LYNDA | PV-133323 | 18.08 |
| 184129 | BENE, CHERI | PV-133324 | 122.04 |
| 184130 | BENNETT, KATHLEEN | PV-133325 | 149.73 |
| 184131 | BOLLA, BRENDA | PV-133326 | 124.87 |
| 184132 | BUCKMAN, JONATHAN T. | PV-133327 | 120.35 |
| 184133 | CHRISTMAN-STURM, TRACY | PV-133328 | 101.14 |
| 184134 | DAGLEY, JEANA | PV-133329 | 235.61 |
| 184135 | DENOEWER, LORI | PV-133330 | 43.51 |

Board of Trustees Warrant Listing
*======== Fiscal Year: 2012-13 ========*
Board of Trustees Meeting.....APRIL 24, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|---|---|---|---|
| 184136 | ENDER, PAMELA | PV-133331 | 252.56 |
| 184137 | EXWORTHY, MARK | PV-133332 | 275.72 |
| 184138 | FFRENCH, ANDREA | PV-133333 | 78.50 |
| 184139 | HANAFORD, LAURA | PV-133334 | 33.34 |
| 184140 | JONES, JOSEPH | PV-133335 | 125.43 |
| 184141 | KAROLYS, ANDREA | PV-133336 | 226.00 |
| 184142 | MATIENZO, NINA RIE | PV-133337 | 214.14 |
| 184143 | METTERT, LISA M | PV-133339 | 156.51 |
| 184144 | SELECMAN, LANA | PV-133340 | 41.81 |
| 184145 | SHAH, RANA | PV-133338 | 122.04 |
| 184146 | SHUMATE, DAGMAR | PV-133341 | 179.11 |
| 184147 | SIELING, TARA | PV-133342 | 164.98 |
| 184148 | TESKEY, KAREN | PV-133343 | 502.83 |
| 184149 | TODD, JENNIFER | PV-133344 | 118.09 |
| 184150 | A.R.M. SOLTUIONS INC. | PO-323853 | 694.82 |
| 184151 | AARDVARK CLAY | PO-321817 | 222.70 |
| | | PO-322577 | 112.16 |
| 184152 | ALISO NIGUEL AUTO CARE | PO-320521 | 578.31 |
| 184153 | AMS.NET INC | PO-323625 | 35,310.72 |
| 184154 | BIRD B GONE INC. | PO-323892 | 191.70 |
| 184155 | BJ BINDERY | PO-320121 | 500.00 |
| 184156 | CINTAS CORP | PO-320245 | 60.56 |
| | | PO-320319 | 702.21 |
| 184157 | CLARK SECURITY PRODUCTS | PO-323664 | 514.94 |
| 184158 | CREATIVE CONTRACTORS CORP | PO-323045 | 650.00 |
| | | PO-323189 | 950.00 |
| 184159 | DELL MARKETING L P | PO-323689 | 747.38 |
| 184160 | GLEN PRODUCTS | PO-320325 | 2,936.14 |
| 184161 | HD SUPPLY FACILITIES MAINTN | PO-321836 | 731.48 |
| | | PO-323545 | 207.23 |
| 184162 | INSIGHT SYSTEMS EXCHANGE | PO-323437 | 2,682.42 |
| | | PO-323511 | 1,656.96 |
| | | PO-323552 | 4,933.84 |
| | | PO-323554 | 3,741.20 |
| | | PO-323555 | 1,062.13 |
| | | PO-323558 | 4,598.40 |
| | | PO-323598 | 1,656.36 |
| | | PO-323599 | 346.50 |
| | | PO-323601 | 708.08 |
| | | PO-323623 | 354.05 |
| | | PO-323686 | 383.22 |
| | | PO-323688 | 419.49 |
| | | PO-323692 | 414.10 |
| | | PO-323748 | 3,726.76 |
| 184163 | KELLY PAPER COMPANY | PO-320118 | 518.00 |

Board of Trustees Warrant Listing
*======== Fiscal Year: 2012-13 ========*
Board of Trustees Meeting.....APRIL 24, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|---|---|---|---|
| 184164 | LAWNMOWERS ETC | PO-320824 | 455.55 |
| 184165 | AMS.NET INC | PO-323361 | 5,263.66 |
| 184166 | APPLE COMPUTER INC | PO-323687 | 6,687.64 |
| | | PO-323767 | 3,681.96 |
| 184167 | ASCD | PO-323959 | 39.00 |
| 184168 | ASSOCIATION OF CALIFORNIA | PO-320079 | 310.00 |
| 184169 | BADEN SPORTS INC | PO-323671 | 240.82 |
| 184170 | BETTER BUSINESS RECORDS | PO-320158 | 85.29 |
| 184171 | BRAIN POP LLC | PO-323390 | 2,095.00 |
| 184172 | CAMCOR INC | PO-323778 | 2,761.97 |
| 184173 | CINTAS DOCUMENT MANAGEMENT | PO-321648 | 163.00 |
| 184174 | COASTAL BLUE | PO-323335 | 467.38 |
| | | PO-323675 | 59.23 |
| 184175 | COMPLETE OFFICE OF CA | PO-320369 | 219.27 |
| | | PO-320666 | 46.52 |
| | | PO-320697 | 18.32 |
| 184176 | DELL MARKETING L P | PO-323749 | 1,107.49 |
| | | PO-323766 | 1,725.22 |
| | | PO-323769 | 1,494.76 |
| | | PO-323773 | 2,523.28 |
| | | PO-323796 | 1,227.57 |
| 184177 | DIGITAL NETWORKS GROUP | PO-323933 | 1,037.92 |
| 184178 | EVERYTHING MEDICAL | PO-323811 | 423.00 |
| 184179 | FEDERAL EXPRESS CORP | PO-320135 | 793.55 |
| 184180 | FRICTION MATERIALS CO. | PO-320540 | 59.97 |
| 184181 | HYDRO-SCAPE PRODUCTS INC | PO-320328 | 367.68 |
| 184182 | AMERICAN LOGISTICS COMPANY LLC | PO-321222 | 16,517.25 |
| 184183 | HOT DOGGER TOURS INC. | PV-133367 | 976.91 |
| 184184 | JFK TRANSPORTATION CO INC | PV-133347 | 3,066.25 |
| 184185 | OCEAN INSTITUTE | PO-321779 | 1,540.00 |
| 184186 | ORANGE CTY ATHLETIC DIR ASSOC | PO-323739 | 500.00 |
| 184188 | PALI MOUNTAIN INSTITUTE | PO-321443 | 25,875.00 |
| | | PO-323912 | 1,000.00 |
| 184189 | SADDLEBACK VLY SCH DIST | PO-323366 | 1,185.00 |
| 184190 | XEROX CORPORATION | PO-320274 | 25,395.30 |
| | | PO-321837 | 15,454.63 |
| | | PO-321838 | 47,606.56 |
| | | PO-321841 | 7,193.52 |
| | | PO-321844 | 64,385.62 |
| 184191 | MOBILE COMM REPAIR INC | PO-323056 | 2,041.20 |
| 184192 | NCS PEARSON | PO-323314 | 156.76 |
| 184193 | NETOP | PO-323978 | 400.00 |
| 184194 | OFFICE DEPOT | PO-320790 | 599.89 |
| | | PO-320896 | 102.92 |
| | | PO-321199 | 68.52 |

Board of Trustees Warrant Listing
*======== Fiscal Year: 2012-13 ========*
Board of Trustees Meeting.....APRIL 24, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|---|---|---|---|
| 184195 | ORANGE COUNTY PROBATION DEPT | PO-320358 | 800.00 |
| 184196 | PEARSON | PO-321978 | 1,887.37 |
| | | PO-323637 | 320.62 |
| 184197 | PEARSON EDUCATION | PO-321315 | 1,066.73 |
| | | PO-322574 | 868.80 |
| | | PO-322687 | 73.45 |
| | | PO-322730 | 290.03 |
| | | PO-323229 | 2,412.83 |
| | | PO-323297 | 903.69 |
| 184198 | PEARSON SCHOOL | PO-323116 | 1,493.14 |
| 184199 | PEPPER-LOS ANGELES, J W | PO-320050 | 57.69 |
| 184200 | PITNEY BOWES/PRESORT SERVICES | PO-320132 | 481.11 |
| 184201 | POSTMASTER PERMIT #44 | PO-322046 | 200.00 |
| 184202 | PSYCHEMEDICS | PO-320110 | 55.90 |
| 184203 | RIDDELL/ALL AMERICAN | PO-322368 | 4,251.13 |
| 184204 | SCOTT FORESMAN | CM-130055 | 13.85- |
| | | CM-130056 | 51.08- |
| | | PO-323110 | 985.38 |
| | | PO-323111 | 1,351.14 |
| | | PO-323112 | 2,323.40 |
| | | PO-323113 | 2,323.40 |
| | | PO-323114 | 1,548.94 |
| | | PO-323115 | 1,351.14 |
| 184205 | SEHI COMPUTER | PO-323737 | 524.88 |
| 184206 | SMART & FINAL | PO-320371 | 88.91 |
| | | PO-321354 | 110.97 |
| | | PO-322016 | 97.04 |
| 184207 | SOUTH COAST FAMILY MEDI CENTER | PO-321398 | 525.00 |
| 184208 | SOUTH COAST MEDICAL GROUP | PO-320111 | 1,440.00 |
| 184209 | STARFALL EDUCATION | PO-322859 | 270.00 |
| 184210 | TRIPLE A PUMPING & JETTING | PO-323190 | 3,370.00 |
| 184211 | UNITED RENTALS | PO-320206 | 278.04 |
| 184212 | VISTA PAINT CORP | PO-320184 | 101.97 |
| 184213 | VMI | PO-322732 | 1,297.33 |
| 184214 | WATERLINES TECHNOLOGIES INC | PO-321070 | 201.75 |
| 184215 | WE DO MAIL | PO-323979 | 375.00 |
| 184216 | OFFICE DEPOT | PO-321110 | 115.24 |
| 184217 | SMART & FINAL | PO-320520 | 21.33 |
| | | PO-323132 | 701.95 |
| 184218 | MCMAHAN DESK INC | PO-320942 | 917.24 |
| 184219 | TRAVIS SOFTWARE | PO-323957 | 3,079.00 |
| 184220 | AVILA, THERESE | PV-133348 | 136.73 |
| 184221 | BARRETT, JANET S | PV-133349 | 55.37 |
| 184222 | BLEY, ELIZABETH | PV-133350 | 27.12 |
| 184223 | BUCKMAN, JONATHAN T. | PV-133352 | 50.85 |

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| Warrant Number | Name of Payee | Reference Number | Amount |
|---|---|---|---|
| 184224 | BUTLER, SUSAN | PV-133353 | 444.79 |
| 184225 | COX, LINDA | PV-133354 | 151.42 |
| 184226 | DYE, JANETTE | PV-133356 | 18.65 |
| 184227 | EATON, ANDREA | PV-133357 | 86.45 |
| 184228 | GINSBERG-BROWN, CLAUDIA | PV-133358 | 36.16 |
| 184229 | HERTZ, JANA | PV-133360 | 59.33 |
| 184230 | MOGUET, NICHOLAI | PV-133361 | 64.41 |
| 184231 | OLMSTEAD, CATHI | PV-133363 | 9.04 |
| 184232 | ONDRYAS, BRIANNA | PV-133364 | 31.64 |
| 184233 | PARKER, LAURA | PV-133365 | 138.43 |
| 184234 | RAFF, DEIDRE | PV-133366 | 239.56 |
| 184235 | SANTOS, CHRIS | PV-133368 | 30.51 |
| 184236 | TABARI, LISA SEYEDI | PV-133369 | 87.01 |
| 184237 | TAYNE, JULIE | PV-133370 | 137.30 |
| 184238 | TERHUNE, CYNTHIA | PV-133371 | 227.70 |
| 184239 | TESKEY, KAREN | PV-133372 | 219.22 |
| 184240 | TRAN, PHI | PV-133373 | 50.85 |
| 184241 | WEIS-DAUGHERTY, DENISE | PV-133374 | 192.10 |
| 184242 | WHALEN, ANDREA | PV-133375 | 89.27 |
| 184243 | WOBST, JUDY | PV-133376 | 20.34 |
| 184244 | DEMPSEY, PATRICE | PV-133355 | 116.39 |
| 184245 | HERERRA, SANDRA | PV-133359 | 46.90 |
| 184246 | NUNAN, KATIE | PV-133362 | 168.37 |
| 184247 | US BANK | PO-321583 | 14,737.92 |
| 184248 | CAPISTRANO UNIFIED SCHOOL DIST | PO-320116 | 66,457.00 |
| 184249 | BERGMAN DACEY GOLDSMITH | PO-321338 | 121.50 |
| 184250 | BOWIE ARNESON WILES & | PO-320291 | 15,032.00 |
| 184251 | CITY OF MISSION VIEJO | PO-323916 | 14,798.70 |
| | | PO-323917 | 5,415.00 |
| 184252 | CITY OF SAN JUAN CAPISTRANO | PO-320307 | 4,337.83 |
| 184253 | CONSOLIDATED ELECT DISTR | PO-320352 | 1,274.17 |
| 184254 | E. STEWART AND ASSOCIATES | PO-321934 | 530.00 |
| 184255 | MOULTON NIGUEL WATER | PO-320310 | 4,748.46 |
| 184256 | SAN DIEGO GAS & ELECTRIC | PO-321103 | 146,223.26 |
| 184257 | SANTA MARGARITA WATER | PO-320311 | 1,278.87 |
| 184258 | SO CAL GAS CO | PO-320314 | 19,483.83 |
| 184259 | SO COAST WATER DIST | PO-320312 | 860.68 |
| 184260 | SOUTHERN CALIFORNIA EDISON | PO-320313 | 70,976.74 |
| 184261 | ALPINE ACADEMY | PO-320240 | 11,131.60 |
| 184262 | BLIND CHILDREN'S LEARNING | PO-320469 | 2,891.00 |
| 184263 | CORNERSTONE THERAPIES | PO-322431 | 200.00 |
| 184264 | DEVEREUX CLEO WALLACE | PO-323660 | 9,885.68 |
| 184265 | DEVEREUX TEXAS TREATMENT | PO-322240 | 11,962.04 |
| 184266 | FARIBORZ, SURUR FAZELI | PO-320820 | 328.32 |
| 184267 | GOODWILL INDUSTRIES OF ORANGE | PO-320990 | 39,510.00 |

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| Warrant Number | Name of Payee | Reference Number | Amount |
|---|---|---|---|
| 184268 | HERITAGE CENTER | PO-320836 | 10,200.24 |
| 184269 | ISLAND VIEW ACADEMY | PO-321174 | 10,836.00 |
| 184270 | JANNEY, MICHAEL & VANESSA | PO-321218 | 1,167.75 |
| 184271 | KIDS INSTITUTE FOR DEVELOPMENT | PO-320396 | 6,555.00 |
| | | PO-320397 | 4,275.00 |
| 184272 | KIM AND/OR, CHANDRA | PO-321422 | 664.44 |
| 184273 | LCRA TRUST | PO-321570 | 5,950.00 |
| 184274 | MC ILVAIN, PATRICK & STEPHANIE | PO-320954 | 1,767.48 |
| 184275 | MOLDAUER, PAMELA S. | PO-321287 | 2,520.00 |
| 184276 | PARADIGM HEALTH CARE SERVICES | PO-322508 | 1,211.39 |
| 184277 | PATTERSON, PAMELA | PO-320213 | 375.00 |
| 184278 | PYRAMID AUTISM CENTER | PO-320238 | 3,600.00 |
| 184279 | ROSSIER PARK ELEMENTARY SCHOOL | PO-323101 | 5,814.00 |
| 184280 | ROZENBERG, ABBY | PO-321744 | 1,822.50 |
| 184281 | SUSANNE SMITH ROLEY | PO-320347 | 1,300.00 |
| 184282 | SYNTEX GLOBAL | PO-321481 | 228.00 |
| 184283 | TERI INC | PO-321028 | 4,230.18 |
| 184284 | THERAPEUTIC EDUCATION CENTER | PO-321034 | 2,795.00 |
| | | PO-322432 | 3,825.00 |
| | | PO-323848 | 1,350.00 |
| 184285 | YELLOWSTONE BOYS & GIRLS RANCH | PO-321021 | 10,278.00 |
| 184286 | YOUTH CARE/PINE RIDGE ACADEMY | PO-322887 | 24,294.00 |
| 184288 | !ACE TUTORING SERVICES INC | PO-322472 | 900.00 |
| 184289 | #1 ACADEMIC TUTORING INC | PO-322313 | 540.00 |
| 184290 | A TREE OF KNOWLEDGE | PO-322471 | 763.75 |
| 184291 | CAPISTRANO LAGUNA BEACH ROP | PV-133411 | 36,615.05 |
| 184292 | GOODWILL INDUSTRIES OF ORANGE | PO-321561 | 240.00 |
| | | PO-322656 | 240.00 |
| 184293 | STEIN, CHRISTINE | PO-321172 | 2,016.00 |
| 184294 | STROUD, KEITH R | PO-321183 | 301.00 |
| 184295 | DANNIS WOLIVER KELLEY | PO-321102 | 463.54 |
| 184296 | BUCKMAN, JONATHAN T. | PV-133412 | 23.73 |
| 184297 | CASTO | PO-323825 | 1,500.00 |
| 184298 | CHACON, LORRAINE | PV-133415 | 153.28 |
| 184299 | DWYER, MATTHEW | PV-133413 | 20.00 |
| 184300 | ESTER, JUDY | PV-133416 | 170.07 |
| 184301 | GRAY, DIANE | PV-133422 | 68.69 |
| 184302 | KRAUSE, MATTHEW | PV-133421 | 385.94 |
| 184303 | MEDINA-SABAD, KRISTEN | PV-133419 | 67.80 |
| 184304 | ORANGE COUNTY DEPT OF EDUCATIO | PO-323768 | 50.00 |
| 184305 | PALMER, ROBIN | PV-133417 | 45.00 |
| 184306 | PEARSON EDUCATION INC. | PO-321517 | 250.00 |
| 184307 | RIBERA, MARIA CARMEN | PO-323678 | 6,420.00 |
| 184308 | SAN DIEGO COUNTY SUPT OF SCH | PO-321696 | 90.00 |
| | | PO-323948 | 25.00 |

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| Warrant Number | Name of Payee | Reference Number | Amount |
|---|---|---|---|
| 184309 | SCOTT, KAREN | PV-133414 | 50.00 |
| | | PV-133418 | 170.07 |
| 184310 | SOBOLESKI, AMANDA | PV-133420 | 67.80 |
| 184311 | WORKABILITY 1 REGION 1 | PO-323960 | 225.00 |
| 184312 | ADMINSTRATIVE SOFTWARE | PO-323878 | 90.00 |
| 184313 | BROWN, SUSAN | PV-133423 | 97.18 |
| 184314 | BUSH, VIRGINIA | PV-133424 | 73.82 |
| 184315 | CHAUO, MARISSA | PV-133425 | 51.42 |
| 184316 | CLIFT, LYNNETTE I | PV-133426 | 71.19 |
| 184317 | DAVIS, DANIELLE | PV-133427 | 114.13 |
| 184318 | ENGELSON, EMILY | PV-133428 | 127.69 |
| 184319 | ENRIQUEZ, MICHELLE L | PV-133429 | 103.96 |
| 184320 | FITZSIMMONS, KATHLEEN | PV-133430 | 128.82 |
| 184321 | FLYNN, MARGARET | PV-133431 | 92.66 |
| 184322 | GILL, ARVINDER | PV-133432 | 156.51 |
| 184323 | JIMENEZ, DENISE | PV-133433 | 85.32 |
| 184324 | JOHNSON, CONSTANCE | PV-133434 | 40.68 |
| 184325 | LEAHY, CHRISTINA | PV-133435 | 46.33 |
| 184326 | MANDERBACH, KAREN | PV-133436 | 133.91 |
| 184327 | MCKEE, DANISE | PV-133437 | 70.06 |
| 184328 | MORROW, ELYSE | PV-133438 | 100.01 |
| 184329 | NAPORA, NOELLE | PV-133439 | 105.66 |
| 184330 | ONDRYAS, BRIANNA | PV-133440 | 20.91 |
| 184331 | PERSONS, JEFFREY | PV-133441 | 63.28 |
| 184332 | RASHIDI, AKRAM KIM | PV-133442 | 118.65 |
| 184333 | SHOFNER, BRIANNA | PV-133443 | 90.97 |
| 184334 | SOLTIS, PAMELA | PV-133444 | 128.82 |
| 184335 | STRONG, KARYN | PV-133445 | 50.29 |
| 184336 | TROFFER, GARRETT | PV-133446 | 180.80 |
| 184337 | WESTON, KELLY | PV-133447 | 93.79 |
| 184338 | WOLFSON, DONNA | PV-133448 | 94.92 |
| 184339 | WYNNE, LAUREN | PV-133449 | 57.63 |
| 184340 | ANDREASON, AMY | PV-133450 | 7.91 |
| 184341 | BEAUCHAINE, KIMBERLY | PV-133451 | 112.67 |
| 184342 | BRADLEY, JUDITH S | PV-133452 | 64.98 |
| 184343 | COX, WILLIAM A | PV-133453 | 110.18 |
| 184344 | CUNNINGHAM, CHADWICK | PV-133454 | 202.90 |
| 184345 | DONATELLI, CIRA | PV-133455 | 210.74 |
| 184346 | ELLIS, SHAWNA | PV-133456 | 235.61 |
| 184347 | GILMORE, SHELLY | PV-133457 | 171.20 |
| 184348 | GRAY, LISA | PV-133458 | 87.01 |
| 184349 | HAACK, KATHI | PV-133466 | 94.92 |
| 184350 | HACKER, COLIN | PV-133467 | 122.61 |
| 184351 | HEUSER, RACHEL | PV-133459 | 281.37 |
| 184352 | HIGHTOWER, SHERI | PV-133463 | 119.78 |

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|---|---|---|---|
| 184353 | HILL, DAWN | PV-133465 | 176.28 |
| 184354 | HOWARD, ANDREA | PV-133468 | 230.52 |
| 184355 | KIMINAS, ANTHONY | PV-133470 | 151.42 |
| 184356 | NORRIS, MAUREEN | PV-133471 | 67.24 |
| 184357 | PATERSON, ELIZABETH | PV-133472 | 77.41 |
| 184358 | PRATT, JONATHAN | PV-133473 | 54.81 |
| 184359 | RUSINKOVICH, CHERYL | PV-133474 | 84.75 |
| 184360 | SANCHEZ, LYNN | PV-133475 | 6.78 |
| 184361 | SHUMATE, DAGMAR | PV-133476 | 154.81 |
| 184362 | STIRLING, ROBERT | PV-133477 | 103.96 |
| 184363 | TALILI, MAILUMAI | PV-133478 | 245.21 |
| 184364 | VARGAS, DAVID | PV-133479 | 226.57 |
| 184365 | WEBSTER, ANNE | PV-133480 | 348.61 |
| 184366 | WEINELL, CAROL | PV-133481 | 128.26 |
| 184367 | WENTZEL, KORY | PV-133482 | 105.09 |
| 184368 | WORKMAN, KEN | PV-133483 | 64.86 |
| 184369 | HERNANDEZ, AARON | PV-133485 | 89.00 |
| 184370 | MOBILE COMM REPAIR INC | PO-320499 | 735.95 |
| 184371 | MOORE'S SEWING MACHINE | PO-320259 | 548.27 |
| 184372 | MPS | PO-321459 | 298.27 |
| | | PO-322501 | 1,454.92 |
| 184373 | N-SYNCH TECHNOLOGIES | PO-323668 | 656.75 |
| 184374 | NCS PEARSON | PO-322998 | 1,853.80 |
| 184375 | NEOPOST USA INC | PO-324004 | 395.28 |
| 184376 | PEPPER-LOS ANGELES, J W | PO-322737 | 830.16 |
| | | PV-133585 | 182.24 |
| 184377 | PREMIER SILICA | PO-320160 | 824.99 |
| 184378 | PYRAMID WIRE & CABLE INC. | PO-320180 | 1,145.36 |
| 184379 | SCHOLASTIC EDUCATION INC | PO-320826 | 1,407.03 |
| | | PO-322591 | 7,802.75 |
| 184380 | SCHOLASTIC INC | PO-323562 | 7,020.00 |
| | | PO-323563 | 7,020.00 |
| 184381 | SCHOLASTIC INC | PO-322610 | 2,383.97 |
| 184382 | SCHOLASTIC READING COUNTS | PO-323344 | 1,138.32 |
| 184383 | SEHI COMPUTER | PO-320360 | 339.41 |
| 184384 | SELECT EQUIPMENT SALES INC | PO-320134 | 345.60 |
| 184385 | SHELL EDUCATION PUBLISHING | PO-322939 | 377.36 |
| 184386 | SMART & FINAL | PO-321354 | 46.11 |
| | | PO-322016 | 53.04 |
| | | PO-323833 | 991.40 |
| 184387 | SOUTH COAST FAMILY MEDI CENTER | PO-320033 | 760.00 |
| 184388 | SPICERS PAPER CO | PO-322675 | 4,590.05 |
| 184389 | TEACHER CREATED MATERIALS | PO-323172 | 283.03 |
| | | PO-323309 | 140.99 |
| 184390 | TWISTED SCHOLAR | PV-133486 | 76.95 |

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|---|---|---|---|
| 184391 | WEEKLY READER | PO-320515 | 323.14 |
| 184392 | WOODWIND & BRASSWIND | PO-322759 | 40.37 |
| 184393 | CORVEL CORPORATION | PO-321565 | 160,876.01 |
| 184394 | CAPISTRANO UNIFIED SCHOOL DIST | PO-320116 | 71,291.95 |
| 184395 | ADAMSON, CORAL | PV-133491 | 167.81 |
| 184396 | ANTONIUS, LYNDA | PV-133492 | 115.26 |
| 184397 | BEAUCHAINE, KIMBERLY | PV-133493 | 340.41 |
| 184398 | BIRKINSHAW, SANDY | PV-133494 | 57.63 |
| 184399 | BLITCH, KRISTA | PV-133495 | 29.38 |
| 184400 | CARDIN, PATTI | PV-133496 | 30.51 |
| 184401 | CAUDILL, AMANDA | PV-133497 | 146.34 |
| 184402 | DIXON, AURORA | PV-133498 | 79.10 |
| 184403 | ELKINS, KAREN | PV-133499 | 127.69 |
| 184404 | FRIEDLANDER, DOROTHY | PV-133500 | 304.54 |
| 184405 | HAUN, BARBARA | PV-133501 | 128.26 |
| 184406 | KELLMAN, KATHLEEN | PV-133502 | 162.72 |
| 184407 | KERINS, TRACY | PV-133503 | 29.38 |
| 184408 | KOPELSON, KATHLEEN | PV-133504 | 133.34 |
| 184409 | LAIDLEY, JOANIE | PV-133505 | 293.24 |
| 184410 | MCCORMICK, LENORE | PV-133506 | 13.56 |
| 184411 | MILLER, MARIE T. | PV-133508 | 35.60 |
| 184412 | MITCHELL, KAREN P | PV-133509 | 183.63 |
| 184413 | MORAND, CARA | PV-133510 | 148.60 |
| 184414 | OLMSTEAD, CATHI | PV-133511 | 7.91 |
| 184415 | ORGILL, JANELL | PV-133512 | 226.57 |
| 184416 | PANNING LA BATE | PV-133513 | 241.26 |
| 184417 | PRIMICIAS, MELISSA | PV-133514 | 96.62 |
| 184418 | ROCHE, ANN | PV-133515 | 223.74 |
| 184419 | SCHOOLER, DEBORAH | PV-133516 | 87.58 |
| 184420 | SMITH, ANNE | PV-133517 | 234.48 |
| 184421 | TALILI, MAILUMAI | PV-133518 | 128.82 |
| 184422 | TESKEY, KAREN | PV-133519 | 203.97 |
| 184423 | TUNULI, JESSICA | PV-133520 | 181.37 |
| 184424 | WOLFSON, MEGHAN | PV-133521 | 78.54 |
| 184425 | MCMURRAY, JOYCE | PV-133507 | 111.87 |
| 184426 | ADAMS, KARA | PV-133524 | 285.78 |
| 184427 | ARKEE, SHEILA | PV-133525 | 48.14 |
| 184428 | BATES, GILDA OR MARK | PV-133526 | 114.49 |
| 184429 | BECERRIL, ARTURO OR BLANCA | PV-133527 | 62.20 |
| 184430 | BOUCLY, CHRISTOPHER & DAWNIEL | PV-133528 | 325.80 |
| 184431 | BROWN, BURTON OR PENELOPE | PV-133529 | 74.58 |
| 184432 | BUI, HONG | PV-133530 | 955.14 |
| 184433 | CARBAJAL, JORGE/URIBE, CLAUDIA | PV-133531 | 256.87 |
| 184434 | CHANG, RAMOND OR DIEM | PV-133532 | 924.60 |
| 184435 | CLARK, BRIAN OR YOLANDA | PV-133533 | 78.83 |

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| Warrant Number | Name of Payee | Reference Number | Amount |
|---|---|---|---|
| 184436 | CROWE, ROBERT AND/OR VIRGINIA | PV-133534 | 157.52 |
| 184437 | CROWELL, BRIDGETTE | PV-133535 | 626.69 |
| 184438 | CUHADAROGLU, MEHMET OR BELGIN | PV-133536 | 956.79 |
| 184439 | DAVID OR JENNI QUASS | PV-133559 | 528.84 |
| 184440 | DESHAZER, ALEX OR DARCY | PV-133537 | 199.33 |
| 184441 | FINCH, JASON/NICOLETTE | PV-133539 | 238.66 |
| 184442 | GAU, MARY | PV-133540 | 199.33 |
| 184443 | GUZMAN GARCIA, OMAR | PV-133541 | 166.79 |
| 184444 | HAMEED, SHAWN | PV-133542 | 428.57 |
| 184445 | HARRAMAN, RUSSEL & IVANA | PV-133543 | 260.77 |
| 184446 | HENRY, SAMANTHA | PV-133544 | 170.58 |
| 184447 | HOGGATT, ROBERT/VERONICA | PV-133545 | 158.31 |
| 184448 | HYLTON, CHRIS OR HERMINIA | PV-133546 | 185.95 |
| 184449 | JAMES, JUSTIN & ARLEN | PV-133547 | 63.28 |
| 184450 | JOHNSON, EDWIN OR MELISS | PV-133548 | 450.67 |
| 184451 | KLEIN, JIM & JASKOWIAK, JANNY | PV-133549 | 150.52 |
| 184452 | LAHAM, HAISSAM & MANSOUR RIMA | PV-133550 | 113.90 |
| 184453 | LOCKMAN, RICHARD OR AILEEN | PV-133551 | 126.11 |
| 184454 | MACIBORSKI, MIKE OR STEPHANIE | PV-133552 | 58.76 |
| 184455 | MARTINEZ, ROBERT OR CHRISTINA | PV-133553 | 82.04 |
| 184456 | MCGOWAN, DARLENE | PV-133554 | 283.72 |
| 184457 | NOXON, LISA C | PV-133555 | 34.89 |
| 184458 | O'CONNOR, BRENDAN & JACQUELINE | PV-133557 | 546.47 |
| 184459 | PETERSEN, DAVID OR LORIE | PV-133558 | 134.47 |
| 184460 | QUENGA, JOSEPH OR TRACY | PV-133560 | 1,479.94 |
| 184461 | RAMOS, ELLIOT/SEPULVEDA, LYCEL | PV-133561 | 211.54 |
| 184462 | ROTH, JAY &/OR KERI | PV-133562 | 241.64 |
| 184463 | SADEK, SCOTT & MARY | PV-133563 | 196.71 |
| 184464 | SMITH, JAMES OR KIMBER | PV-133564 | 235.94 |
| 184465 | STEMPSON, KATHY | PV-133565 | 720.04 |
| 184466 | TRITZ, RICHARD &/OR JULIE | PV-133566 | 145.77 |
| 184467 | UNGOS, JAY AND MARIE | PV-133567 | 244.00 |
| 184468 | WILLIAMS, GINI | PV-133568 | 436.81 |
| 184469 | CITY OF SAN CLEMENTE | PO-320308 | 14,078.34 |
| 184470 | CITY OF SAN JUAN CAPISTRANO | PO-320307 | 641.52 |
| 184471 | COMMERCIAL FENCE & IRON WORKS | PO-320512 | 1,046.45 |
| 184472 | CONSOLIDATED ELECT DISTR | PO-320352 | 3,565.62 |
| 184473 | CR&R INCORPORATED | PO-320321 | 14,178.47 |
| 184474 | MOULTON NIGUEL WATER | PO-320310 | 100.48 |
| 184475 | ORANGE CTY DEPT EDUC | PO-321393 | 3,781.37 |
| 184476 | PACIFIC PLUMBING COMPANY OF | PO-323093 | 3,904.35 |
| 184477 | PACIFIC ROOFING SYSTEMS | PO-322734 | 6,525.40 |
| 184478 | SAN DIEGO GAS & ELECTRIC | PO-321103 | 97,855.10 |
| 184479 | SANTA MARGARITA WATER | PO-320311 | 1,290.67 |
| 184480 | SO CAL GAS CO | PO-320314 | 577.67 |

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Board of Trustees Meeting.....APRIL 24, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|---|---|---|---|
| 184481 | SO COAST WATER DIST | PO-320312 | 3,971.39 |
| 184482 | SOUTHERN CALIFORNIA EDISON | PO-320313 | 24,841.33 |
| 184483 | WESTGROUP MANAGEMENT INC | PO-323977 | 4,500.00 |
| 184484 | WESTGROUP MANAGEMENT INC | PO-323977 | 3,900.00 |
| 184485 | DEVEREUX TEXAS TREATMENT | PO-321622 | 10,578.62 |
| 184486 | DIPKO, JEMILETH AND MARK | PO-320217 | 480.00 |
| 184487 | LUCKETT, GERARD & SANDY | PO-321593 | 360.00 |
| 184488 | MCCOY, MICHAEL AND PAM | PO-320209 | 2,390.00 |
| 184489 | MINA NAWABI & SARWAR ASLAMYAR | PO-322617 | 2,350.00 |
| 184490 | THERAPEUTIC EDUCATION CENTER | PO-321031 | 4,050.00 |
| | | PO-321032 | 3,150.00 |
| | | PO-321033 | 4,050.00 |
| | | PO-323989 | 225.00 |
| 184491 | ACTION LEARNING SYSTEMS INC | PO-321013 | 2,000.00 |
| 184492 | GORDON, TODD | PO-324063 | 405.26 |
| 184493 | GUERIN, NANCY | PO-324066 | 313.00 |
| 184494 | RIGGS-ZEIGEN, LAVONNE | PO-324070 | 355.26 |
| 184495 | SCOE PRIVATE SCHOOLS | PO-323408 | 140.00 |
| 184496 | CLTA | PO-323123 | 195.00 |
| 184497 | COUNCIL OF THE GREAT CITY | PO-323982 | 1,950.00 |
| 184498 | DERRIG, SOPHIA | PV-133569 | 66.84 |
| 184499 | HOLLIDAY, SUSAN | PV-133570 | 311.80 |
| 184500 | ORANGE COUNTY DEPT OF EDUCATIO | PO-322853 | 35.00 |
| | | PO-322916 | 630.00 |
| | | PO-324061 | 35.00 |
| 184501 | PETTEY, STEPHANIE | PV-133572 | 566.43 |
| 184502 | ROGERS, MALISSA | PV-133571 | 48.03 |
| 184503 | AIR CONDITIONING CONTROL SYS | PO-323640 | 427.50 |
| 184504 | ALISO NIGUEL AUTO CARE | PO-320521 | 1,573.71 |
| 184505 | ALISO VIEJO AUTO SERVICE | PO-320522 | 2,771.36 |
| 184506 | ANAHEIM BAND INSTRUMENTS | PO-320707 | 345.59 |
| 184507 | ANIMAL PEST MANAGEMENT SERVICE | PO-321186 | 130.00 |
| | | PO-322419 | 1,400.00 |
| 184508 | APPLE COMPUTER INC | PO-323691 | 42.12 |
| | | PO-323705 | 11,365.20 |
| | | PO-323801 | 11,964.99 |
| | | PO-323804 | 649.92 |
| 184509 | ASSOC BUSINESS PRODUCTS | PO-320154 | 143.86 |
| 184510 | BEACH CITIES GLASS | PO-320316 | 314.05 |
| 184511 | BEE MAN | PO-320677 | 2,184.00 |
| 184512 | BERTRANDS HORN IMPROVEMENT | PO-320753 | 200.00 |
| 184513 | BIOMETRICS4ALL INC | PO-320029 | 92.25 |
| 184514 | BJ BINDERY | PO-320121 | 403.00 |
| 184515 | BOYCE INDUSTRIES | PO-320523 | 257.15 |
| 184516 | BUSWEST | PO-320524 | 99.77 |

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| Warrant Number | Name of Payee | Reference Number | Amount |
|---|---|---|---|
| 184517 | C D T INC. | PO-321707 | 738.26 |
| 184518 | CAMBIUM LEARNING INC. | PO-323503 | 880.70 |
| 184519 | CDW GOVERNMENT | PO-320364 | 56.54 |
| 184520 | CHEVROLET OF IRVINE | PO-320569 | 93.72 |
| 184521 | CINTAS CORPORATION #640 | PO-320527 | 260.87 |
| 184522 | CINTAS FIRST AID & SAFETY | PO-320246 | 396.44 |
| 184523 | CLARK SECURITY PRODUCTS | PO-323664 | 257.47 |
| 184524 | COAST RECREATION | PO-323380 | 57.49 |
| | | PO-323734 | 74.61 |
| 184525 | CROWN VALLEY TRANS | PO-321058 | 2,899.24 |
| 184526 | DEMCO INC | PO-323844 | 96.50 |
| 184527 | DUNN-EDWARDS CORP | PO-320322 | 397.29 |
| 184528 | SPORTS SUPPLY GROUP INC | PO-323702 | 1,048.55 |
| 184529 | AMERICAN COUNCIL ON EDUCATION | PO-324084 | 736.00 |
| 184530 | 1ST JON | PO-320302 | 128.20 |
| 184531 | DAVE BANG ASSOCIATES INC | PO-323077 | 1,819.57 |
| 184532 | DELL MARKETING L P | PO-323795 | 4,313.07 |
| | | PO-323868 | 2,109.23 |
| 184533 | EBERHARD EQUIPMENT | PO-320323 | 627.00 |
| 184534 | ECS IMAGING INC | PO-323604 | 9,948.78 |
| 184535 | FACTORY MOTOR PARTS | PO-320537 | 394.22 |
| 184536 | FREEWAY AUTO SUPPLY & MACHINE | PO-320539 | 192.99 |
| 184537 | FRICTION MATERIALS CO. | PO-320540 | 3,327.85 |
| 184538 | GALE/CENGAGE | PO-324006 | 300.00 |
| 184539 | GANAHL LUMBER | PO-320324 | 414.73 |
| 184540 | GLEN PRODUCTS | PO-320325 | 396.76 |
| 184541 | GRAPHIC SYSTEMS | PO-320123 | 236.00 |
| 184542 | HAAN CRAFTS | PO-321348 | 238.00 |
| | | PO-323207 | 784.46 |
| 184543 | HD SUPPLY FACILITIES MAINTN | PO-321836 | 222.01 |
| | | PO-323787 | 949.81 |
| 184544 | HIRSCH PIPE & SUPPLY | PO-320326 | 2,505.25 |
| 184545 | HOLT MCDOUGAL | PO-323753 | 1,179.22 |
| 184546 | IMAGE 2000 | PO-320470 | 523.33 |
| | | PO-323757 | 400.08 |
| 184547 | INSIGHT SYSTEMS EXCHANGE | PO-323681 | 5,373.48 |
| | | PO-323684 | 1,502.56 |
| | | PO-323797 | 1,149.62 |
| 184548 | INTERSTATE BATTERIES | PO-320573 | 535.97 |
| 184549 | IPC USA | PO-320542 | 33,765.04 |
| 184550 | JOHNSTONE SUPPLY | PO-322735 | 16,266.86 |
| 184551 | LAWNMOWERS ETC | PO-320824 | 1,107.80 |
| 184552 | LIBERTY FLAGS | PO-323800 | 46.25 |
| 184553 | W W GRAINGER INC | PO-323039 | 5,233.09 |
| 184554 | IRON MOUNTAIN | PO-321288 | 219.74 |

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| Warrant Number | Name of Payee | Reference Number | Amount |
|---|---|---|---|
| 184555 | DEPARTMENT OF JUSTICE | PO-320035 | 6,025.00 |
| 184556 | OCEAN INSTITUTE | PO-321689 | 22,698.00 |
| | | PO-321693 | 20,297.00 |
| | | PO-323997 | 200.00 |
| | | PO-323998 | 200.00 |
| | | PO-323999 | 200.00 |
| 184557 | ORANGE COUNTY DEPT OF EDUCATIO | PO-322865 | 34,470.00 |
| 184558 | OPPORTUNITY FOR LEARNING | PV-133586 | 1,135.52 |
| 184559 | 1 DAY PAINT AND BODY | PO-321585 | 3,769.16 |
| 184560 | MAIL FINANCE | PO-320275 | 1,103.73 |
| 184561 | MERCURY DISPOSAL SYSTEM INC. | PO-320472 | 513.54 |
| 184562 | MOBILE FLEET WASH | PO-320849 | 819.00 |
| 184563 | MUSEUM OF SCIENCE | PO-322941 | 1,055.02 |
| 184564 | NATIONAL CONTROLS INC | PO-320260 | 2,565.31 |
| 184565 | NETWORK HARDWARE RESALE | PV-133591 | 5,157.92 |
| 184566 | ORANGE COUNTY REGISTER | PO-320288 | 430.80 |
| 184567 | OVER NIGHT NUMBERING | PO-320120 | 71.50 |
| 184568 | PEPPER-LOS ANGELES, J W | PV-133623 | 40.51 |
| 184569 | PRIORITY MAILING SYSTEMS | PO-320138 | 109.73 |
| 184570 | PROSURFACE | PO-323473 | 1,660.00 |
| 184571 | PRUDENTIAL OVERALL SUP | PO-320124 | 131.44 |
| | | PO-322416 | 30.03 |
| 184572 | QUALITY TOWING | PO-321178 | 142.00 |
| 184573 | RICKS TRAILER SUPPLY | PO-320554 | 536.64 |
| 184574 | RIDDELL/ALL AMERICAN | PO-322368 | 7,322.22 |
| 184575 | RINCON TRUCK PARTS | PO-320575 | 1,193.17 |
| 184576 | SAFETY KLEEN CORP | PO-321900 | 491.11 |
| 184577 | SAN DIEGO CNTY OFFICE OF EDUC | PO-320555 | 3,996.00 |
| 184578 | SIERRA SOIL | PO-320362 | 1,951.80 |
| 184579 | SIGNS BY CREATIONS UNLIMITED | PO-321266 | 403.92 |
| 184580 | SIMPLEX GRINNELL LP | PO-323106 | 2,125.00 |
| 184581 | SKYLINE PEST CONTROL | PO-320682 | 330.00 |
| 184582 | SMART & FINAL | PO-320371 | 96.76 |
| | | PO-321354 | 8.63 |
| | | PO-323830 | 352.56 |
| 184583 | SMOG EXPRESS | PO-320557 | 249.80 |
| 184584 | SOUTH COAST ANSWERING SERVICE | PO-320194 | 130.99 |
| 184585 | SPICERS PAPER CO | PO-322675 | 825.54 |
| 184586 | SPORTS FACILITIES GROUP INC | PO-320825 | 1,745.00 |
| | | PO-323264 | 15,895.00 |
| | | PO-323929 | 313.32 |
| | | PO-323932 | 1,872.40 |

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|---|---|---|---|
| 184587 | STAPLES ADVANTAGE | - | |
| | | PO-320065 | 72.01 |
| | | PO-320072 | 13.17 |
| | | PO-320126 | 116.64 |
| | | PO-320299 | 293.37 |
| | | PO-320590 | 400.39 |
| | | PO-320639 | 559.81 |
| | | PO-320641 | 667.13 |
| | | PO-320645 | 159.65 |
| | | PO-320651 | 921.74 |
| 184588 | STAPLES ADVANTAGE | - | |
| | | PO-320775 | 1,190.75 |
| | | PO-320800 | 1,217.90 |
| | | PO-320813 | 904.15 |
| | | PO-321523 | 206.79 |
| | | PO-321528 | 56.01 |
| | | PO-322720 | 24.90 |
| | | PO-322824 | 99.54 |
| | | PO-322900 | 331.44 |
| | | PO-322929 | 609.64 |
| | | PO-322981 | 544.96 |
| | | PO-323013 | 655.13 |
| 184589 | STAPLES ADVANTAGE | PO-323280 | 1,035.23 |
| | | PO-323341 | 50.53 |
| | | PO-323418 | 300.24 |
| | | PO-323520 | 133.01 |
| | | PV-133602 | 211.15 |
| 184590 | TIFCO INDUSTRIES | PO-320577 | 346.94 |
| | | PO-323368 | 4,271.50 |
| 184591 | UNIQUE SWEEPING | PO-320855 | 532.00 |
| 184592 | UNITRAX | PO-322421 | 1,184.96 |
| 184593 | WATERLINES TECHNOLOGIES INC | PO-321070 | 1,393.52 |
| 184594 | WESTERN GRAPHIX | PO-320269 | 1,126.60 |
| 184595 | WOODWIND & BRASSWIND | PO-321381 | 1,203.20 |
| 184596 | WOODWIND AND BRASSWIND | PO-322499 | 550.25 |
| 184597 | WORK IMPROVEMENT NETWORKS INC | PO-323024 | 3,200.06 |
| 184598 | STAPLES ADVANTAGE | PO-320649 | 465.32 |
| 184599 | STAPLES ADVANTAGE | PO-320893 | 843.68 |
| 184600 | STAPLES ADVANTAGE | PO-320108 | 97.41 |
| 184601 | BENS ASPHALT | PO-323038 | 6,324.00 |
| 184602 | DAVID TAUSSIG ASSOC INC | PO-322239 | 895.62 |
| 184603 | MOULTON NIGUEL WATER | PO-320310 | 7,727.31 |
| 184604 | PACIFIC PLUMBING COMPANY OF | PO-323093 | 159.64 |
| | | PO-324023 | 44,929.23 |
| 184605 | SAN DIEGO GAS & ELECTRIC | PO-321103 | 40,562.87 |

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| Warrant Number | Name of Payee | Reference Number | Amount |
|---|---|---|---|
| 184606 | SO CAL GAS CO | PO-320314 | 523.54 |
| 184607 | DOLINKA GROUP LLC | PO-322379 | 4,500.00 |
| 184608 | CUSD | PO-324103 | 15,591.07 |
| 184609 | CAPISTRANO UNIFIED SCHOOL DIST | PO-320116 | 64,707.54 |
| 184610 | METROPOLITAN EMPLOYEES | PO-320115 | 3,704,756.57 |
| | | PO-320141 | 21,042.00 |
| 184611 | CORVEL CORPORATION | PO-320222 | 12,900.24 |
| 184612 | YMCA OF ORANGE COUNTY | PO-321170 | 32,104.49 |
| 184613 | DIPKO, JEMILETH AND MARK | PO-320217 | 540.00 |
| 184614 | DORES, PAUL ALAN | PO-320296 | 1,440.00 |
| 184615 | KENNEY, ROBERT AND MARIE | PO-320216 | 5,535.50 |
| 184616 | PATTERSON, PAMELA | PO-320213 | 315.00 |
| 184617 | YMCA OF ORANGE COUNTY | PO-321168 | 27,737.91 |
| 184618 | !AAA! ACADEMICS | PO-322203 | 6,330.00 |
| 184619 | A TREE OF KNOWLEDGE | PO-322471 | 1,365.00 |
| 184620 | CLUB Z! IN-HOME TUTORING | PO-322198 | 5,302.38 |
| 184621 | MARKUM, ROD | PO-323456 | 1,660.92 |
| 184622 | PROFESSIONAL TUTORS OF AMERICA | PO-321166 | 2,340.00 |
| 184623 | SMART KIDS TUTORING & LEARNING | PO-322201 | 906.00 |
| 184624 | SYLVAN LEARNING CTR OF LAGUNA | PO-322604 | 3,685.88 |
| 184625 | TEACH N TUTOR INC | PO-322212 | 850.00 |
| 184626 | YMCA OF ORANGE COUNTY | PO-321169 | 26,055.74 |
| 184627 | ALBERT, JOHN | PV-133596 | 16.00 |
| 184628 | ANTIFAE, DONNA | PV-133616 | 15.00 |
| 184629 | BARRETT, JANET S | PV-133597 | 23.73 |
| | | PV-133598 | 22.55 |
| 184630 | BYERS, VICKI | PV-133615 | 15.00 |
| 184631 | C.A.S.H. | PO-323336 | 287.00 |
| 184632 | EAGLE SOFTWARE | PO-323222 | 1,275.00 |
| | | PO-323726 | 650.00 |
| 184633 | HANAFORD, LAURA | PV-133599 | 280.00 |
| 184634 | JOCHAM, SARA | PV-133600 | 843.34 |
| 184635 | LYNCH, JANIS | PV-133601 | 400.00 |
| 184636 | DANNIS WOLIVER KELLEY | PO-323009 | 64.68 |
| 184637 | DANNIS WOLIVER KELLEY | PO-321339 | 18.95 |
| | | PO-321980 | 1,617.00 |
| 184638 | YMCA OF ORANGE COUNTY | PO-321167 | 28,264.23 |
| 184639 | AARDVARK CLAY | PO-321555 | 125.71 |
| 184640 | ALISO NIGUEL AUTO CARE | PO-320521 | 4,785.40 |
| 184641 | APPLE COMPUTER INC | PO-323947 | 433.92 |
| | | PO-323956 | 2,603.52 |
| 184642 | B & H PHOTOGRAPHY | PO-323581 | 123.48 |
| | | PO-323836 | 120.00 |
| 184643 | BLAIRS TOWING INC | PO-322329 | 300.00 |
| 184644 | CAL-STATE AUTO PARTS INC | PO-320525 | 1,313.08 |

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|---|---|---|---|
| 184645 | CAMCOR INC | PO-323922 | 1,056.24 |
| | | PO-323923 | 460.32 |
| 184646 | CCEA MODEL SCHOOLS PROGRAM | PO-324095 | 350.00 |
| 184647 | CHEVROLET OF IRVINE | PO-320569 | 1,594.63 |
| 184648 | CINTAS CORP | PO-320245 | 121.12 |
| 184649 | CINTAS CORPORATION #640 | PO-320527 | 521.74 |
| 184650 | CLASSROOM SUPPLY MART | PO-322509 | 216.65 |
| 184651 | CLEAN ENERGY | PO-320528 | 110.92 |
| 184652 | DELL MARKETING L P | PO-323799 | 17,524.94 |
| | | PO-323863 | 2,004.26 |
| 184653 | DONALD GEISEN | PO-320541 | 260.00 |
| 184654 | FOLLETT EDUCATIONAL SVC | PO-323718 | 561.60 |
| 184655 | FRICTION MATERIALS CO. | PO-320540 | 2,313.06 |
| 184656 | HAAN CRAFTS | PO-323207 | 199.25 |
| 184657 | INSIGHT SYSTEMS EXCHANGE | PO-323793 | 4,554.26 |
| | | PO-323869 | 1,870.61 |
| 184658 | IPC USA | PO-320542 | 56,577.01 |
| 184659 | KELLY PAPER COMPANY | PO-324078 | 3,716.68 |
| 184660 | LAKESHORE LEARNING MATLS | PO-323897 | 51.29 |
| 184661 | LEARNING A-Z | PO-323449 | 89.95 |
| 184662 | LINGUI SYSTEMS INC | PO-323879 | 102.90 |
| 184663 | AMERICAN COUNCIL ON EDUCATION | PO-324111 | 11.50 |
| 184664 | BRANNON, DESIREE | PV-133603 | 87.58 |
| 184665 | BROOKMAN, JOSEPH | PV-133604 | 282.51 |
| 184666 | BUCKMAN, JENNIFER | PV-133605 | 117.52 |
| 184667 | BUTLER, SUSAN | PV-133606 | 181.93 |
| 184668 | CARLISLE, TERESA | PV-133607 | 28.82 |
| 184669 | CHAMBERLAIN, DAVID | PV-133608 | 266.68 |
| 184670 | CROSS, MINDY | PV-133609 | 226.57 |
| 184671 | CURLEY, JULIE | PV-133610 | 57.63 |
| 184672 | DUNN, CHRISTINE | PV-133611 | 84.75 |
| 184673 | GOFORTH, KRYSTYN | PV-133612 | 99.44 |
| 184674 | GONG, PHOEBE | PV-133613 | 175.72 |
| 184675 | HALL, SHEILA | PV-133614 | 217.53 |
| 184676 | IMSLAND, TRACEY | PV-133617 | 84.75 |
| 184677 | KIMMELL-CAMOIA, JULIE | PV-133618 | 141.82 |
| 184678 | KLISTER, PAMELA | PV-133619 | 63.28 |
| 184679 | LACHEMANN, DINA | PV-133620 | 93.23 |
| 184680 | MARSDEN, CLAIRE | PV-133621 | 67.24 |
| 184681 | TURNEY, JASON | PV-133622 | 2.26 |
| 184682 | ALSTON, ISABELLA | PV-133703 | 44.00 |
| 184683 | ANTONIO, LORALY | PV-133704 | 18.00 |
| 184684 | COMBS, PARENTS OR GUARDIAN OF | PV-133706 | 82.00 |
| 184685 | FAMALETTE, DWYNN | PV-133707 | 119.02 |
| 184686 | GELBMANN, JEFFREY | PV-133709 | 71.00 |

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|---|---|---|---|
| 184687 | JONVILLE, ALISE | PV-133710 | 114.00 |
| 184688 | KUNZE-THIBEAU, LORI | PV-133711 | 113.40 |
| 184689 | LOPEZ, ANTHONY | PV-133712 | 84.00 |
| 184690 | MEASTAS, KEITH | PV-133713 | 11.42 |
| 184691 | MURRAY, NATHAN | PV-133714 | 80.00 |
| 184692 | O'NEILL, JENNIFER AND JOSEPH | PV-133715 | 15.00 |
| 184693 | O'REILLY, CIARA | PV-133719 | 80.00 |
| 184694 | SCOTT, CONNIE | PV-133717 | 57.27 |
| 184695 | SMIT, MOLLY | PV-133718 | 91.00 |
| 184696 | UNDERHILL, MADISON | PV-133720 | 71.00 |
| 184697 | YAMASAKI, ATSUSHI | PV-133721 | 25.00 |
| 184698 | YOUNG, ERICA | PV-133722 | 20.00 |
| 184699 | GALLEGOS, GABRIELA | PV-133708 | 306.00 |
| 184700 | BIEBER, RAYMOND | PV-133705 | 55.17 |
| 184701 | RODRIGUEZ, AIMEE | PV-133716 | 167.99 |
| 184702 | ALISO VIEJO COMMUNITY ASSN | PO-321822 | 1,767.97 |
| 184703 | COUNTY OF ORANGE-WASTE MNGT | PO-320309 | 732.00 |
| 184704 | MOULTON NIGUEL WATER | PO-320310 | 4,171.73 |
| 184705 | PACIFIC ROOFING SYSTEMS | PO-322734 | 11,846.25 |
| 184706 | SAN DIEGO GAS & ELECTRIC | PO-321103 | 73,452.15 |
| 184707 | SANTA MARGARITA WATER | PO-320311 | 8,916.59 |
| 184708 | SO CAL GAS CO | PO-320314 | 27,273.28 |
| 184709 | SO COAST WATER DIST | PO-320312 | 4,130.85 |
| 184710 | SOUTHERN CALIFORNIA EDISON | PO-320313 | 4,814.29 |
| 184711 | WLC ARCHITECTS INC | PO-322884 | 3,750.00 |
| 184712 | MOBILE COMM REPAIR INC | PO-320499 | 3,313.16 |
| 184713 | NILES BIOLOGICAL | PO-323794 | 500.43 |
| | | PO-323819 | 421.69 |
| 184714 | PRINT & FINISHING SOLUTIONS | PO-320127 | 287.31 |
| 184715 | SAF-COM SUPPLY | PO-320188 | 746.57 |
| 184716 | SMART & FINAL | PO-320074 | 112.67 |
| | | PO-320371 | 109.61 |
| | | PO-321354 | 53.12 |
| | | PO-322016 | 108.49 |

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|---|---|---|---|
| 184717 | SOUTHWEST SCHOOL SUPPLY | - | |
| | | PO-320039 | 1,577.95 |
| | | PO-320046 | 209.14 |
| | | PO-320066 | 666.62 |
| | | PO-320071 | 63.84 |
| | | PO-320075 | 19.43 |
| | | PO-320253 | 168.64 |
| | | PO-320277 | 330.17 |
| | | PO-320306 | 182.71 |
| | | PO-320318 | 272.46 |
| | | PO-320456 | 71.02 |
| | | PO-320457 | 103.90 |
| | | PO-320506 | 75.58 |
| | | PO-320615 | 62.81 |
| | | PO-320636 | 337.50 |
| | | PO-320640 | 154.05 |
| | | PO-320642 | 1,001.32 |
| | | PO-320644 | 461.85 |
| | | PO-320646 | 2,048.48 |
| | | PO-320648 | 215.14 |
| | | PO-320650 | 109.17 |
| | | PO-320652 | 89.77 |
| | | PO-320660 | 138.73 |
| | | PO-320770 | 492.40 |
| | | PO-320773 | 68.73 |
| | | PO-320776 | 279.68 |
| | | PO-320785 | 99.07 |

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|---|---|---|---|
| 184718 | SOUTHWEST SCHOOL SUPPLY | PO-320792 | 152.41 |
| | | PO-320796 | 520.75 |
| | | PO-320803 | 350.79 |
| | | PO-320805 | 353.62 |
| | | PO-320809 | 359.62 |
| | | PO-320845 | 256.09- |
| | | PO-321047 | 143.57 |
| | | PO-321188 | 33.46 |
| | | PO-321224 | 451.87 |
| | | PO-321231 | 49.67 |
| | | PO-321238 | 271.13 |
| | | PO-321358 | 159.28 |
| | | PO-321430 | 122.42 |
| | | PO-321724 | 805.26 |
| | | PO-322052 | 803.23 |
| | | PO-323218 | 874.39 |
| | | PO-323331 | 890.26 |
| | | PO-323350 | 632.55 |
| | | PO-323415 | 110.15 |
| | | PO-323535 | 211.89 |
| | | PO-323576 | 140.40 |
| | | PO-323584 | 20,910.96 |
| | | PO-323634 | 556.11 |
| | | PO-323649 | 64.65 |
| | | PO-323662 | 972.00 |
| | | PO-324002 | |
| 184719 | TARGET SPECIALTY PROD | PO-320342 | 908.03 |
| 184720 | TEXTBOOK WAREHOUSE | PO-323502 | 37.25 |
| 184721 | VERIZON WIRELESS | PO-322352 | 2,631.39 |
| 184722 | WAL MART COMMUNITY/GECRB | PO-320588 | 32.24 |
| | | PO-321776 | 53.77 |
| 184723 | WAL MART COMMUNITY/GECRB | PO-322291 | 34.02 |
| 184724 | WARDS NATURAL SCIENCE | PO-320392 | 50.00 |
| | | PO-320815 | 112.33 |
| | | PO-320961 | 932.15 |
| | | PO-320964 | 169.50 |
| | | PO-320973 | 446.40 |
| | | PO-320979 | 52.43 |
| | | PO-321051 | 53.60 |
| | | PO-321734 | 46.83 |
| | | PO-322620 | 247.25 |
| | | PO-322666 | 57.39 |
| | | PO-322851 | 65.07 |
| | | PO-323706 | 32.42 |

Board of Trustees Warrant Listing
*======== Fiscal Year: 2012-13 ========*
Board of Trustees Meeting.....APRIL 24, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|---|---|---|---|
| 184725 | WE DO MAIL | PO-323694 | 200.00 |
| | | PO-323725 | 1,202.12 |
| 184726 | SMART & FINAL | PO-323132 | 295.01 |
| 184727 | SOUTHWEST SCHOOL SUPPLY | PO-320794 | 138.26 |
| | | PO-320801 | 267.46 |
| 184728 | WAL MART COMMUNITY/GECRB | PO-320788 | 32.62 |
| 184729 | AMON, TODD | PV-133731 | 458.69 |
| 184730 | CUSD REVOLVING CASH | CM-130060 | 0.68- |
| | | CM-130061 | 0.67- |
| | | PV-133634 | 3,807.00 |
| 184731 | CAPISTRANO UNIFIED SCHOOL DIST | CM-130058 | 1.42- |
| | | CM-130059 | 2.13- |
| | | PO-320116 | 61,080.46 |
| 184732 | CARES | PO-323463 | 5,310.50 |
| 184733 | CORNERSTONE THERAPIES | PO-322431 | 200.00 |
| 184734 | JENSEN, CHRISTIAN & SANDRA | PO-323656 | 500.00 |
| 184735 | OAK GROVE INSTITUTE | PO-320225 | 10,534.63 |
| | | PO-320226 | 10,534.63 |
| 184736 | ORANGE CTY DEPT EDUC | PO-321498 | 355,238.25 |
| 184737 | PATTERSON, PAMELA | PO-320213 | 475.00 |
| 184738 | #1 ACADEMIC TUTORING INC | PO-322313 | 2,670.00 |
| 184739 | ABLE ACADEMICS LLC | PO-322500 | 1,286.25 |
| 184740 | BASIC EDUCATIONAL SERVICES | PO-322197 | 1,260.00 |
| 184741 | BESTGEN, MARY | PO-321569 | 480.00 |
| 184742 | PACIFIC SYMPHONY | PO-323983 | 2,297.16 |
| 184743 | PROFESSIONAL TUTORS OF AMERICA | PO-322211 | 7,905.00 |
| 184744 | XAMAZE IN HOME TUTORING | PO-322208 | 385.00 |
| 184745 | ATKINSON ANDELSON LOYA | PO-320706 | 324.34 |
| | | PO-321340 | 4,222.00 |
| 184746 | HARBOTTLE LAW GROUP | PO-321101 | 15,102.00 |
| 184747 | STUTZ ARTIANO SHINOFF & HOLTZ | PO-320748 | 2,573.95 |
| 184748 | DANNIS WOLIVER KELLEY | PO-324152 | 81.66 |
| 184749 | DANNIS WOLIVER KELLEY | PO-324152 | 416.47 |
| 184750 | ALLEN, MELISSA | PV-133649 | 340.00 |
| 184751 | ANTONIUS, LYNDA | PV-133650 | 340.00 |
| 184752 | ANTONIUS, TERRY | PV-133651 | 340.00 |
| 184753 | APPLE COMPUTER INC | PO-324000 | 4,500.00 |
| 184754 | BAILEY, RANDY | PV-133641 | 28.76 |
| 184755 | BELSHE, RAQUEL | PV-133642 | 28.76 |
| 184756 | BEUTIN, ERIN | PV-133652 | 135.00 |
| 184757 | BROOKS, TIM | PV-133638 | 156.94 |
| 184758 | BROWN, SUSAN | PV-133653 | 280.00 |
| 184759 | CASTO CHAPTER 2 | PO-321631 | 225.00 |
| 184760 | CLARK, GWEN | PV-133654 | 340.00 |
| 184761 | COULSTON, JENIFER | PV-133655 | 340.00 |

Board of Trustees Warrant Listing
*======== Fiscal Year: 2012-13 ========*
Board of Trustees Meeting.....APRIL 24, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|---|---|---|---|
| 184762 | FERRERA, CARLA | PV-133656 | 340.00 |
| 184763 | FFRENCH, ANDREA | PV-133657 | 340.00 |
| 184764 | FLUENT, TERRY | PV-133696 | 46.45 |
| | | PV-133724 | 66.46 |
| | | PV-133725 | 15.00 |
| | | PV-133726 | 23.76 |
| 184765 | FRIESZ, LINDA J | PV-133639 | 462.70 |
| 184766 | GARRETT, MICHELLE | PV-133658 | 380.00 |
| 184767 | GLASPELL, STEFANIE | PV-133659 | 340.00 |
| 184768 | GOODRICH, CINDY | PV-133660 | 110.00 |
| 184769 | GUINAN,ELLEN | PV-133661 | 100.00 |
| 184770 | HAMMONS, JAMES | PV-133643 | 28.76 |
| 184771 | HOHLA, LAURA | PV-133662 | 380.00 |
| 184772 | HOLLIDAY, SUSAN | PV-133640 | 250.00 |
| 184773 | KERINS, TRACY | PV-133663 | 340.00 |
| 184774 | KNUTSEN, MICHELE | PV-133644 | 28.76 |
| 184775 | LEDERMAN, SUE | PV-133664 | 280.00 |
| 184776 | MARSDEN, CLAIRE | PV-133665 | 340.00 |
| 184777 | MARTUS, LARISSA | PV-133645 | 28.76 |
| 184778 | MEEK, DENISE P. | PV-133666 | 340.00 |
| 184779 | MENDEZ, ALMA | PV-133667 | 340.00 |
| 184780 | MILLER, STEPHANIE | PV-133668 | 230.00 |
| 184781 | OLSON, STACEY | PV-133648 | 28.76 |
| 184782 | ORANGE COUNTY DEPT OF EDUCATIO | PO-324128 | 2,400.00 |
| 184783 | ORDONEZ, LOURDES | PV-133646 | 28.76 |
| 184784 | PAGEL, VELDA | PV-133647 | 28.76 |
| 184785 | PALMER, EVA | PV-133669 | 100.00 |
| 184786 | QZINA INSTITUTE OF CHOCOLATE | PO-324191 | 495.00 |
| 184787 | REEDER, MELISSA | PV-133670 | 340.00 |
| 184788 | SCHOOL SERVICES OF CALIF | PO-324142 | 75.00 |
| 184789 | SCOTT, AMY | PV-133671 | 340.00 |
| 184790 | SCOTT, KATHY | PV-133672 | 340.00 |
| 184791 | SELECMAN, LANA | PV-133673 | 280.00 |
| 184792 | SICKLER, AUDRA | PV-133674 | 305.00 |
| 184793 | TERPSTRA, TRACI | PV-133675 | 280.00 |
| 184794 | TOKATLIAN, JODIE | PV-133676 | 340.00 |
| 184795 | TREJO, WHITNEY | PV-133678 | 340.00 |
| 184796 | WUHSD | PO-323031 | 560.00 |
| 184797 | ADMINSTRATIVE SOFTWARE | PO-323754 | 35,781.42 |
| 184798 | ANDRE PHAN & MINH VU | PV-133700 | 183.08 |
| 184799 | EASTMAN, STEPHEN OR TARA | PV-133697 | 252.22 |
| 184800 | FIDEL ORTIZ OR BEVERLY ALLREAD | PV-133699 | 94.02 |
| 184801 | KUEMERLE, IAN OR JENNIFER | PV-133698 | 167.69 |
| 184802 | SOTO, MARTHA/RODOLFO | PV-133701 | 922.68 |
| 184803 | WINKLER, JOHN & CAROL | PV-133702 | 220.35 |

Board of Trustees Warrant Listing
*======== Fiscal Year: 2012-13 ========*
Board of Trustees Meeting.....APRIL 24, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|---|---|---|---|
| 184804 | A Z BUS SALES INC | PO-320567 | 4,032.60 |
| 184805 | ADVANTAGE RADIATOR | PO-320568 | 279.72 |
| 184806 | ALISO VIEJO AUTO SERVICE | PO-320522 | 1,062.22 |
| 184807 | ARTURO J. ADDEMAN | PO-323776 | 996.00 |
| | | PO-323777 | 996.00 |
| 184808 | BCT | PO-323592 | 1,403.75 |
| 184809 | BERTRANDS HORN IMPROVEMENT | PO-320753 | 190.37 |
| 184810 | BETTER BUSINESS RECORDS | PO-321453 | 25.82 |
| | | PO-324196 | 46.39 |
| 184811 | BOYCE INDUSTRIES | PO-320681 | 495.55 |
| 184812 | CAL-STATE AUTO PARTS INC | PO-320525 | 561.94 |
| 184813 | CALIFORNIA BOILER INC. | PO-324181 | 523.20 |
| 184814 | CAPISTRANO GOLF CARS | PO-320872 | 2,344.45 |
| 184815 | CINTAS CORPORATION #640 | PO-320527 | 260.87 |
| 184816 | CMS COMMUNICATIONS INC | PV-133730 | 1,433.61 |
| 184817 | COMMERCE PRINTING | PO-324093 | 499.50 |
| 184818 | COOLE SCHOOL | PO-324008 | 82.60 |
| 184819 | CULVER-NEWLIN INC | PO-323921 | 220.32 |
| 184820 | CURRICULUM ASSOCIATES | PO-323939 | 1,408.95 |
| 184821 | DIFFERENT ROADS TO LEARNING | PO-323895 | 83.85 |
| 184822 | DM COLOR EXPRESS | PO-321267 | 106.38 |
| 184823 | FOLLETT EDUCATIONAL SVC | PO-323911 | 77.81 |
| 184824 | FOLLETT SOFTWARE CO | PO-323856 | 516.05 |
| 184825 | FREEWAY AUTO SUPPLY & MACHINE | PO-320539 | 670.09 |
| 184826 | GOPHER ATHLETIC/SPORTS | PO-322774 | 71.60 |
| | | PO-323809 | 130.03 |
| | | PO-323816 | 210.15 |
| | | PO-323872 | 756.45 |
| | | PO-323996 | 46.33 |
| 184827 | INTERSTATE BATTERIES | PO-320573 | 431.92 |
| 184828 | IPC USA | PO-320542 | 25,860.31 |
| 184829 | JESTER GAMES INC | PO-324226 | 500.00 |
| 184830 | JOHN DEERE LANDSCAPES | PO-320330 | 3,644.62 |
| 184831 | KAP7 INTERNATIONAL INC | PO-321812 | 1,205.72 |
| 184832 | KELLY PAPER COMPANY | PO-324078 | 621.33 |
| 184833 | LAKESHORE LEARNING MATLS | PO-323970 | 85.60 |
| 184834 | LAWNMOWERS ETC | PO-320824 | 742.51 |
| 184835 | LOCAL JANITORIAL & VACUUM | PO-321872 | 347.35 |
| 184836 | W W GRAINGER INC | PO-323039 | 17,977.94 |
| 184837 | DISCOUNT SCHOOL SUPPLY | PO-324005 | 507.12 |
| 184838 | KAPLAN EARLY LEARNING CO. | PO-323900 | 124.08 |
| 184839 | CAL WEEKLY EXPLORER INC | PO-322237 | 2,025.00 |
| 184840 | CALIFORNIA WEEKLY EXPLORER INC | PV-133729 | 1,350.00 |
| 184841 | JFK TRANSPORTATION CO INC | PV-133727 | 3,276.25 |
| 184842 | LEGOLAND CALIFORNIA RESORT | PO-323808 | 1,190.00 |

Board of Trustees Warrant Listing
*======== Fiscal Year: 2012-13 ========*
Board of Trustees Meeting.....APRIL 24, 2013

| Warrant Number | Name of Payee | Reference Number | Amount |
|---|---|---|---|
| 184843 | OCEAN INSTITUTE | PO-322711 | 7,055.00 |
| 184844 | SEGERSTROM CENTER FOR THE ARTS | PO-324019 | 610.00 |
| 184845 | XEROX CORPORATION | PO-320122 | 810.77 |
| 184846 | OPPORTUNITY FOR LEARNING | CM-130057 | 876.58- |
| | | PV-133728 | 2,278.97 |
| | | 801 Warrants | $7,134,729.81 |

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

| VENDOR | TITLE | BOARD APPROVAL DATE |
|---|---|---|
| A&R Wholesale Distributors, Inc. | Bid No. 1011-14 Grocery Products | 5/9/2011 |
| A&R Wholesale Distributors, Inc. | Bid No. 1011-13 Snack and Beverage Products | 5/9/2011 |
| Above All Names Construction Services, Incorporated | Bid No. 1112-11, Concrete Maintenance & Repair | 10/26/2011 |
| American Logistics Co., LLC | Bid No. 1112-04 - Outsource Transportation Service | 7/27/2011 |
| AMS.NET Inc. | California Multiple Award Schedule Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service | 4/13/2010 |
| AMS.NET Inc. | Western State Contracting Alliance (WSCA) WSCA 7-08-70-13, CA Participating Addendum AR-233 Cisco Networking Communications and Maintenance | 11/9/2010 |
| AMS.NET Inc. | California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair | 5/25/2011 |
| AMS.NET Inc. | State of Minnesota, Department of Administration, 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 Asphalt, Inc. | Bid No. 1011-01 Asphalt Paving, Seal coating and Repair | 6/15/2010 |
| Bergman Dacey Goldsmith | RFQ No. 10-0809 General Legal Services | 12/15/2009 |
| Bowie, Arneson, Wiles, and Giannone | 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 Services, Inc. | Bid No. 1011-07 Co-Curricular Bus Service | 11/9/2010 |

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

| VENDOR | TITLE | BOARD APPROVAL DATE |
|---|---|---|
| Cintas Corporation | RFP No. 3-1011, Uniform Service | 12/7/2010 |
| Collins & Aikman Floor covering, Inc. C&A/Tandus | Santa Monica-Malibu Unified School District Bid No. 9.10 Flooring Material District wide | 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 District wide | 8/8/2011 |
| Contemporary Services Corporation | RFP No. 5-1213, Event Security Services | 2/27/2013 |
| 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 |
| DecisionInsite | RFQ No. 6-1213, Demographic Consultant Services | 3/27/2013 |
| 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, National 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 related services. | 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 |

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

| VENDOR | TITLE | BOARD APPROVAL DATE |
|---|---|---|
| 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 |
| Fusionstorm | California 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, 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 |
| Gilbert & Stearns, Inc. | Bid No. 1011-02 Electrical Service | 6/29/2010 |
| Gold Star Foods | Bid No. 1011-05 Frozen Food Products | 6/15/2010 |
| 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 |

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

| VENDOR | TITLE | BOARD APPROVAL DATE |
|---|---|---|
| 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 |
| 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 |
| Schools First 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 |

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

| VENDOR | TITLE | BOARD APPROVAL DATE |
|---|---|---|
| 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 |
| 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 Service | 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 District wide 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 Products | 6/15/2010 |

| | | |
|---|---|---|
| 112650 | A & R WHOLESALE DISTRIBUTORS | 471,577.23 |
| 145322 | AMS.NET INC | 358,397.96 |
| 004090 | APPLE COMPUTER INC | 283,114.04 |
| 112173 | ASCIP | 1,911,021.30 |
| 118161 | CAPISTRANO CONNECTIONS ACADEMY | 6,493,874.05 |
| 130027 | CAPISTRANO UNIFIED | 2,873,166.30 |
| 120141 | CAPISTRANO UNIFIED SCHOOL DIST | 2,513,006.37 |
| 043026 | CIGNA | 303,124.00 |
| 146265 | COMMUNITY ROOTS | 703,256.00 |
| 142967 | CORVEL CORPORATION | 993,449.18 |
| 122828 | CORVEL ENTERPRISE COMP INC | 1,401,496.37 |
| 146266 | COUNTY OF ORANGE | 444,934.32 |
| 112600 | COX COMMUNICATIONS | 332,225.45 |
| 100058 | CUSD | 3,000,000.00 |
| 064188 | DELL COMPUTER | 273,504.62 |
| 114146 | GOLD STAR FOODS INC | 1,256,048.46 |
| 130047 | HOLLANDIA DAIRY INC. | 447,503.40 |
| 144880 | IPC USA | 734,905.59 |
| 105873 | JOURNEY CHARTER SCHOOL | 1,092,499.00 |
| 145542 | KEY GOVERNMENT FINANCE INC | 304,142.95 |
| 120832 | METROPOLITAN EMPLOYEES | 36,618,444.74 |
| 100369 | OCEANVIEW SCHOOL | 350,514.00 |
| 113144 | OPPORTUNITY FOR LEARNING | 841,264.32 |
| 066570 | ORANGE COUNTY DEPT OF EDUC | 4,366,820.03 |
| 146264 | OXFORD ACADEMY | 2,605,768.00 |
| 078255 | SAN DIEGO GAS & ELECTRIC | 4,183,379.85 |
| 081031 | SCOTT FORESMAN | 499,734.30 |
| 084100 | SO CA GAS CO | 311,334.43 |
| 122718 | SOUTHERN CALIFORNIA EDISON | 1,181,479.03 |
| 084770 | SOUTHWEST SCHOOL SUPPLY | 255,369.98 |
| 147457 | UNION BANK- ACCT# 6745034800 | 2,433,427.94 |
| 102879 | US BANK | 1,567,864.09 |
| 036075 | W W GRAINGER INC | 303,299.18 |
| 099210 | XEROX CORPORATION | 1,806,963.10 |

**Attachment 4**

| DONATED BY | AMOUNT | PURPOSE | SCHOOL |
|---|---|---|---|
| City of Aliso Viejo | $1,000.00 | Intervention Classes | Aliso Viejo Middle School |
| Pacific Life Foundation | $3,500.00 | Technology | Aliso Viejo Middle School |
| Amazon Services, LLC | $196.18 | Instructional Supplies | Aliso Viejo Middle School |
| Arroyo Vista School Science Boosters | $1,170.00 | Science Camp Teacher Stipends | Arroyo Vista Elementary School |
| Arroyo Vista School Science Boosters | $830.00 | Science Camp Registration | Arroyo Vista Elementary School |
| Bathgate Elementary School Foundation | $1,500.00 | Outdoor Science School Teacher Stipends | Bathgate Elementary School |
| San Clemente Junior Woman's Club | $600.00 | Instructional Supplies | Bernice Ayer Middle School |
| Pacific Life Foundation | $3,000.00 | Non-Instructional Materials | Carl Hankey K-8 School |
| Pacific Life Foundation | $6,500.00 | Instructional Supplies | Castille Elementary School |
| Edison Gifts | $143.75 | Instructional Supplies | Castille Elementary School |
| Microsoft Matching Gifts Program | $425.00 | Non-Instructional Materials | Clarence Lobo Elementary School |
| Edison Gifts | $45.00 | Non-Instructional Materials | Clarence Lobo Elementary School |
| Edison Gifts | $45.00 | Non-Instructional Supplies | Clarence Lobo Elementary School |
| Planet Aid, Inc. | $37.35 | Non-Instructional Supplies | Clarence Lobo Elementary School |
| Concordia Elementary School PTA | $750.00 | OC Traveling Naturist | Concordia Elementary School |
| Dana Hills High School PTSA | $1,003.86 | Pad and Battery for Defibrillators | Dana Hills High School |
| George White Elementary School PTA | $224.00 | Field Trip Admission Fee | George White Elementary School |
| George White Elementary School PTA | $741.00 | Science Assembly | George White Elementary School |
| George White Elementary School Booster Club | $13,000.00 | Classroom Computers | George White Elementary School |
| Pacific Life Foundation | $4,000.00 | Technology | George White Elementary School |
| George White Elementary School PTA | $1,801.50 | 4th Grade Field Trip | George White Elementary School |
| Pacific Life Foundation | $5,000.00 | Technology | Ladera Ranch Middle School |
| JP Morgan Chase Foundation | $100.00 | Instructional Supplies | Las Flores Elementary School |
| Moulton Elementary School PTA | $668.05 | Projector Lamps | Moulton Elementary School |
| Pacific Life Foundation | $2,500.00 | Supplemental Supplies | Newhart Middle School |
| Pacific Life Foundation | $2,500.00 | Technology | Niguel Hills Middle School |
| Oak Grove Elementary School Foundation | $754.00 | Technology | Oak Grove Elementary School |
| Philip Reilly Elementary School PTA | $1,530.00 | 4th Grade Field Trip | Philip Reilly Elementary School |
| Philip Reilly Elementary School PTA | $616.00 | 1st Grade Field Trip | Philip Reilly Elementary School |
| Dana Point Earth/Ocean Society | $3,000.00 | 5th Grade Catalina Island Field Trip | RH Dana Elementary School |
| Pacific Life Foundation | $3,500.00 | Technology | San Juan Elementary School |
| Pacific Life Foundation | $2,500.00 | Laptops for Special Education Program | San Juan Hills High School |
| San Clemente Junior Woman's Club | $600.00 | Instructional Supplies | Shorecliffs Middle School |
| Pacific Life Foundation | $3,500.00 | Instructional Supplies | Tesoro High School |
| United Way Silicon Valley | $46.15 | Intervention | Tijeras Creek Elementary School |
| Friends of the Sea Lion, Inc. | $495.00 | Transportation Reimbursment | Tijeras Creek Elementary School |
| Truman Benedict Elementary School PTA | $883.29 | Technology | Truman Benedict Elementary School |
| San Clemente Junior Woman's Club | $600.00 | Instructional Supplies | Vista del Mar Middle School |
| Vista del Mar Middle School PTA | $103.90 | Instructional Supplies | Vista del Mar Middle School |
| Pacific Life Foundation | $2,500.00 | Technology | Wagon Wheel Elementary School |
| | $71,909.03 | | |

EXHIBIT 20

# 2012-2013 DISTRICT STANDARDIZED
# INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, AND MASTER CONTRACT AGREEMENTS

| TYPE | CONTRACT NO | PILLAR | FUNDING SOURCE | VENDOR | DEPT | SERVICES | INITIAL CONTRACT TERM | NOT TO EXCEED | CONTRACT INCREASED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| ICA | 1213191 | 5 | Health and Welfare | Mercer Health and Benefits, LLC | Insurance | Provide Evaluation of Feasibility to Move From MEBA Trust to Partnership W/Carriers Providing Fully Insured Plan Offerings to Active and Retired Employees. Evaluation to Include Impact of Health Care Reform on New Plan Offering | 4/25/13-4/24/14 | $ 25,000.00 | |
| ICA | 1213192 | 5 | Title II | Beyond Technology Education, Inc. | Education | Provide Professional Development course Instructing Classroom Teachers on Technology Integration | 4/25/13-4/24/14 | $ 15,000.00 | |
| ICA | 1213194 | 5 | Various CFDs | Government Financial Strategies, Inc. | Business Services | Financial Advisory Services | 4/25/13-4/24/14 | $ 252,850.00 | |
| PSA | 1213195 | 5 | General Fund | Best, Best & Krieger | Business Services | Provide General Legal Services as Requested by the District | 4/25/13-4/24/14 | $ 50,000.00 | |
| | | | | | | | | $ 342,850.00 | |

AMENDMENTS

| TYPE | CONTRACT NO | PILLAR | FUNDING SOURCE | VENDOR | DEPT | SERVICES | INITIAL CONTRACT TERM | NOT TO EXCEED | CONTRACT INCREASED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| PSA | 1213005 | 3 | Special Ed | Deafinitely Professional Interpreting Services | Special Ed | Interpreter Services for CUSD Students | 7/01/12-6/30/13 | $ 162,000.00 | $ 60,000.00 |
| ICA | 1213167 | 3 | Gift | Segerstrom Center for the Arts | Education | Provide Arts Assemblies for CUSD Students | 1/08/12-1/07/14 | $ 610.00 | $ 5,000.00 |
| | | | | | | | | | $ 65,000.00 |

RATIFY

| TYPE | CONTRACT NO | PILLAR | FUNDING SOURCE | VENDOR | DEPT | SERVICES | INITIAL CONTRACT TERM | NOT TO EXCEED | CONTRACT INCREASED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| ICA | 1213193 | 3 | Title II | Eagle Software | TIS | Provide Master Schedule Consulting Sessions | 4/17/13-4/16/14 | $ 2,400.00 | |
| | | | | | | | | $ 2,400.00 | |

ICA - Independent Contractors Agreement

PSA - Professional Services Agreement

MC- Master Contract

Pillar 1 Community Relations

Pillar 2 Safe & Healthy Schools

Pillar 3 Academic Achievement & Enrichment

Pillar 4 Character Development

# INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement)** is effective as of 4/25/13, 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").

**MERCER HEALTH AND BENEFITS, LLC**

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the spccial scrvices 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 $25,000 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 4/25/13-4/24/14 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.

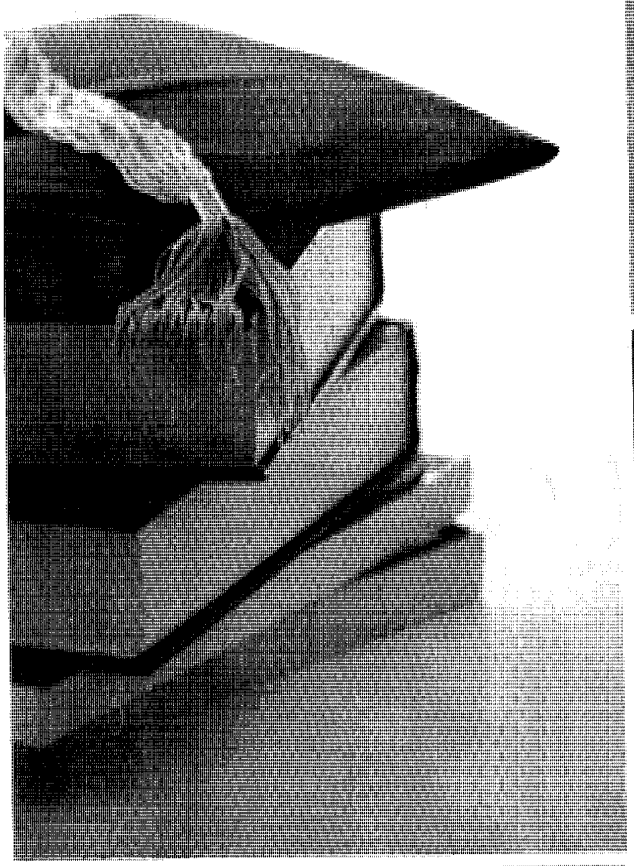
Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, 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.

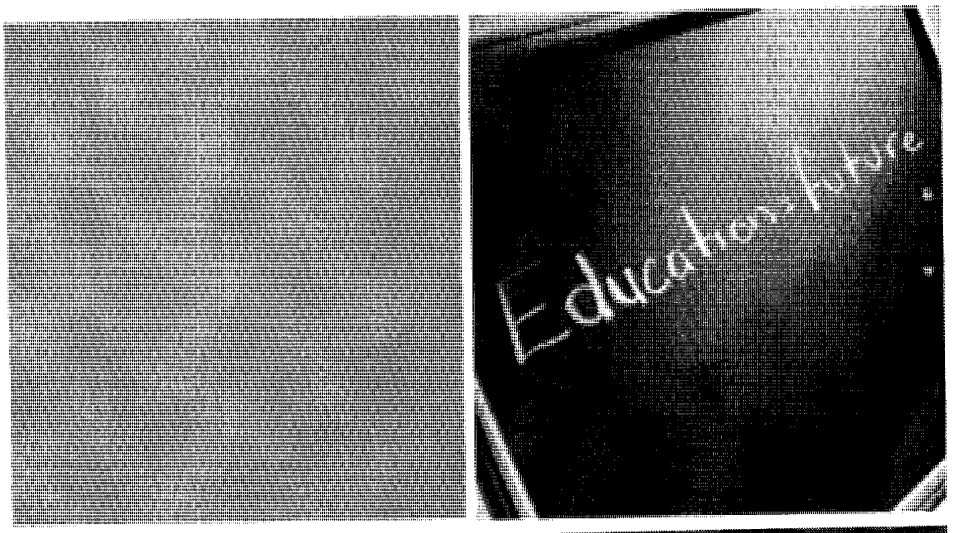
[ X ] General Conditions [ ] Special Conditions [X ] Required Documents and Certification [ X ] Purchase Order(s)

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

| **DISTRICT** | **CONTRACTOR** |
|---|---|
| By: _____ | Signature_____ |
| Name: Terry Fluent | Name: _____ |
| Title: Director, Purchasing | Title: _____ |
| Board Approval Date: _____ | Address_____ |
| | _____ |
| | Email Address:_____ |
| | IN/SSN_____ |

EXHIBIT A






# Capistrano Unified School District
## Health and Benefits Consulting Project
## Request For Proposal

March 13, 2013

# Cover Letter

March 13, 201:

Katie Nunan
Director III, Personnel Services
Insurance and Risk Management
Capistrano Unified School District

Dear Ms. Nunan;

Thank you for the opportunity to partner with CUSD to evaluate the feasibility of making a change to your medical benefit purchasing from the MEBA Trust. We understand CUSD values integrity, teamwork and innovation. Good news - Mercer can help! Our team will act on behalf of CUSD as a trusted advisor, and provide you and your teams with data you can trust will be accurate and meaningful. We will provide a thorough evaluation of CUSD's available options to balance the financial needs of your organization with the highest level of quality coverage and services for your employees.

Sincerely,

Tiffany McClellan
Principal

# CONTENTS

1.0 Project Descriptions and Assumptions

2.0 Mercer Proposed Fees

3.0 Fees

4.0 Experience

5.0 Proposed Timeline

# 1.0 Project Description and Assumptions

CUSD has requested Mercer evaluate the feasibility of moving out of the existing MEBA Trust for the purpose of purchasing Medical insurance for employees and retirees independently for the 2014 plan year. CUSD is looking to evaluate if they can provide equal coverage while obtaining significant costs savings to CUSD.

Plan design assumptions:

- CUSD would like to move from a POS option to a PPO and continue to offer an HMO option.
- CUSD is interested in partnering with a carrier who offers Monarch providers as a part of their scope of services.
- CUSD would like to remain fully insured for the plan offerings.

Rate Assumptions:

- CUSD will continue to provide employee contributions based on the most recent rate cap guarantee.
- CUSD is interested in seeking lower cost premiums available outside of the Trust through the competitive marketing of the current Anthem and Kaiser plans.

General Assumptions:

- Assumes 2,800-3,000 active full time employees.
- Assumes approximately 200 retirees (on medical coverage) up to age 65.
- Assumes approximately 1,200 part-time employees who may become benefits eligible under health care reform.
- CUSD is interested in Mercer's evaluation including the impact of Health Care reform on the new plan offering, eligibility requirements and potential costs and administration impacts.
- CUSD is interested in Mercer's recommendations on how to most effectively manage costs while balancing the need to offer competitive employee benefits.

## 2.0 Mercer Proposed Services

In order to make a reccomendation to CUSD, Mercer will perform the following analysis:

✓ Full Medical plan marketing
- Compare current plan with Mercer benchmarking data
- Establish marketing goals
- Financial parameters
- Contribution strategy
- Plan design options
- Carriers, vendors, network
- Success measurements

✓ Mercer will produce a report for CUSD providing a Medical cost comparison between the offerings in the MEBA trust and offerings available in the market to CUSD.

✓ Mercer will present our findings to your key decision makers, health and benefits committee as well as your Board (if necessary) in a single meeting.

## 3.0 Fees

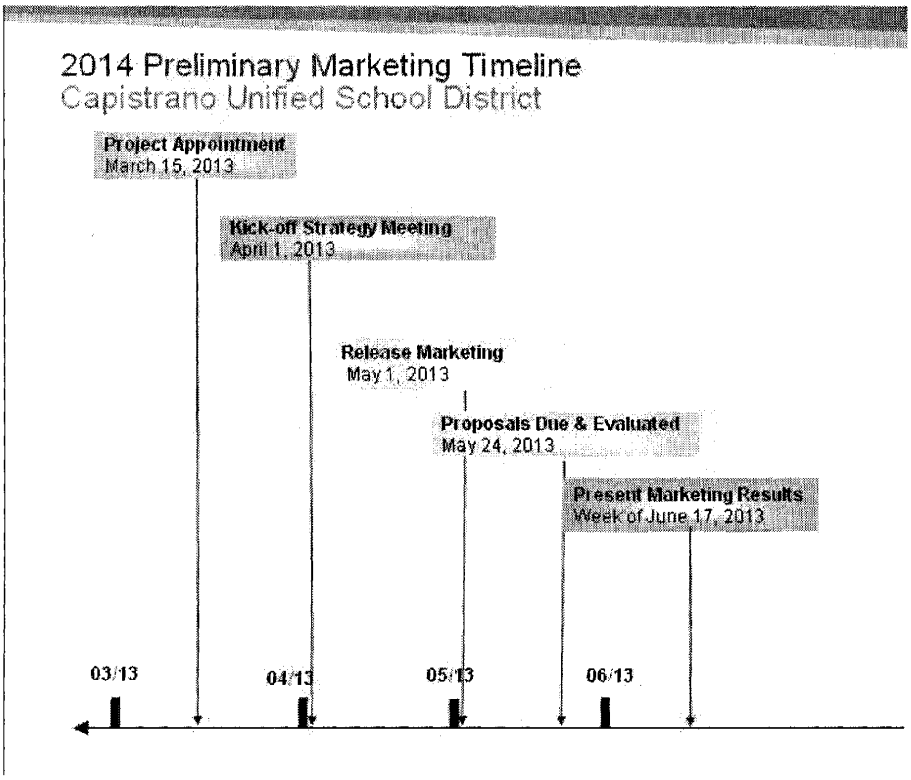
To perform the services outlined above, Mercer is seeking a flat fee of $25,000.

## 4.0 Experience

Mercer currently works with over 592 Educational organizations nationally. The team we will assign has significant experience in evaluating retiree and active employee options as well as Trust experience. Additionally, because of the volume of business we place with all national carriers, we will be able to negotiate and leverage our size and scale on your behalf resulting in the lowest possible costs and the most advantagous terms and conditions.

## 5.0 Proposed Timeline

If Mercer were to be awarded the opportunity to work with CUSD, we would be ready to start right away! We have provided a sample timeline of the activities we would propose to complete the project.




Mercer will provide guidance for CUSD in setting objectives for the analysis. Our approach to strategic planning involves a consultative review of the common goals and objectives of CUSD. We accomplish this by educating those involved with the programs, providing strategic support for the goal setting exercise, and by expert support through periodic reviews of CUSD's employee benefits programs for quality, cost effectiveness, competitiveness, and overall service. Our strategic review includes detailed analyses of the following:

- Plan cost
- Benefit levels and plan design
- Provider network access
- Plan utilization and trends
- Carrier and vendor performance and financial stability
- Benchmarking to other employers and public entities
- Employee cost sharing alternatives
- Viability of emerging markets and products

Based on our review of these items, Mercer will make appropriate recommendations concerning the impact of such alternatives.

MERCER

Mercer (US) Inc.
17901 Von Karman Avenue
Suite 1100
Irvine, CA 92614
+1 949 222 1300



MARSH & McLENNAN COMPANIES

# INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**) is effective as of 4-25-13, 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").

**BEYOND TECHNOLOGY EDUCATION, 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 $15,000.00 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 4/25/13-4/24/14 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: _____ | Signature_____ |
| Name: Terry Fluent | Name: _____ |
| Title: Director, Purchasing | Title: _____ |
| Board Approval Date: _____ | Address_____ |
| | _____ |
| | Email Address:_____ |
| | FEIN/SSN_____ |

**Page 1 of 2**

EXHIBIT A

BEYOND

## Pricing: Professional Development

## BEYOND Technology Basics For Teachers

### Pricing Includes The Following:

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

# $5,500.00

## Technology Integration Workshops For Teachers

### Pricing Includes The Following:

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

# $500.00 Per Workshop

## Custom Professional Development

# $250.00 Per Hour

Versions

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

# INDEPENDENT CONTRACTOR AGREEMENT

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**GOVERNMENT FINANCIAL STRATEGIES, INCORPORATED**

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 $252,850.00 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 4/25/13-4/24/14 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.

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

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

| **DISTRICT** | **CONTRACTOR** |
|---|---|
| By: _____ | Signature_____ |
| Name: Terry Fluent | Name: _____ |
| Title: Director, Purchasing | Title: _____ |
| Board Approval Date: _____ | Address_____ |
| | _____ |
| | Email Address:_____ |
| | FEIN/SSN_____ |

**Page 1 of 3**

Government Financial Strategies inc.

EXHIBIT A

80

**MEMORANDUM**

DATE: March 21, 2013

TO: Terry Fluent

FROM: Lori Raineri LR
Keith Weaver KW

RE: Scope of Work for Financial Advisory Services for CFD Bonds

---

Terry, we would like to thank you again for the opportunity to work with Capistrano Unified School District. We have prepared a scope of work to assist the District with refinancing the following:

Series 2003 Bonds of Improvement Area No. 2002-1 of CFD 90-2 (Talega)
Series 1998 Bonds of CFD 92-1 (Las Flores)
Series 1996 Bonds of CFD 88-1

We also anticipate assisting with the issuance of new CFD bonds:

Series 2013 Bonds of CFD 2005-1 (Whispering Hills)

The services we expect to provide to the District include:

- Review of the District's CFD areas, taxation formulas, taxation amounts, bond amounts, authorized facilities projects, outstanding debt, and other parameters associated with each of the CFDs.
- Analysis of refinancing opportunities for the District's CFD bonds.
- Analysis and assistance with determining optimal use of savings achieved through refinancing the District's CFD bonds.
- Model the CFD tax revenues and bond repayment for the refinancings and new issuance of CFD bonds.
- Assistance with mapping a process and timeline for completion of the CFDs.
- Presentation to the Board regarding the potential refinancing opportunities, new issuance of CFD bonds, and long-term plans for the CFDs.
- Consider the optimal structure of the CFD bonds, whether they be individually issued or pooled via a joint powers authority.
- Minimize costs of issuance by soliciting bids for bond counsel services, trustee/paying agent services, and other costs when feasible.
- In consultation with the District and interested parties, prepare the schedule and bond terms.
- Prepare the official statement (the primary disclosure document), incorporating financial and other due diligence information.
- Review legal documents prepared by bond counsel, including authorizing resolution, closing documents, etc.
- Coordinate with the rating agency and assist with a rating review.
- Coordinate with bond insurers to solicit bids and analyze the potential benefits of bond insurance options.
- Achieve the lowest possible interest rate by soliciting bids from underwriters through a competitive bidding process.
- Coordinate closing activities with the other interested parties.



1228 N Street, Suite 13, Sacramento, CA 95814-5609
Telephone (916) 444-5100 Fax (916) 444-5109

Government Financial Strategies inc.

Our proposed fees and expenses for the refinancings and new CFD bond issuance are shown below:

| Potential CFD Bond Issuance Under Consideration | Current Standard Fee | 10% Discount | Proposed Fee | Out-of-Pocket Expenses | Fees and Expenses |
|---|---|---|---|---|---|
| Refinancing of Series 2003 Bonds of IA No. 2002-1 of CFD 90-2 | $65,250 | $6,525 | $58,725 | $5,500 | $64,225 |
| Refinancing of Series 1998 Bonds of CFD 92-1 | $65,250 | $6,525 | $58,725 | $5,500 | $64,225 |
| Refinancing of Series 1996 Bonds of CFD 88-1 | $65,250 | $6,525 | $58,725 | $5,500 | $64,225 |
| Series 2013 Bonds of CFD 2005-1 | $60,750 | $6,075 | $54,675 | $5,500 | $60,175 |
| Total | $256,500 | $25,650 | $230,850 | $22,000 | $252,850 |

The fee and expense amounts are flat fees to be paid out of the costs of issuance budget associated with the refinancings and new CFD bonds at the time of closing.

To the extent we are able to achieve economies of scale through a structure that allows for the pooling of bonds, we will reduce our fees commensurately with the economies of scale achieved.

If the District would like additional consulting services, we would work on an hourly basis and propose a separate scope of work for those services. Our current hourly billing rate is $225 per hour, plus out-of-pocket expenses. Travel time is billed at half the rate, $112.50 per hour. As we only bill for hours worked, if less time is needed then it will be to the District's benefit.

From the founding of our firm, our commitment to our clients has been "100 percent satisfaction guaranteed, 100 percent of the time". We look forward to providing the District with this high level of service.

Terry, please feel free to call us with any questions. Thank you!

LR:KW/abo

# PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**) is effective as of 4/25/13 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").

**BEST, BEST & KRIEGER, LLP**

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 $50,000.00 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 4/25/13-4/24/14 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.

[ X ] General Conditions [] Special Conditions [X ] Required Documents and Certifications [ X ] Purchase Order(s)

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

**DISTRICT**

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

**CONSULTANT**

Signature: _____

Name: _____

Title: _____

Address: _____

_____

Email Address: _____

FEIN/SSN_____

EXHIBIT A

**Antifae, Donna M.**

**From:** Joseph Sanchez <Joseph.Sanchez@bbklaw.com>
**Sent:** Wednesday, April 17, 2013 10:46 AM
**To:** Antifae, Donna M.
**Subject:** FW: Scan from a Xerox WorkCentre
**Attachments:** DOC.PDF

Donna,

Attached is the firm's W-9. The proposed rates for this special counsel work are $270.00 per hour for partners and of counsel attorneys, $250.00 per hour for associate attorneys, and $150.00 per hour for paralegals.

My general published rate as a partner is $415.00 per hour. However, we significantly discount our rates for School Districts and other public agencies.

Scope of Work: Provide Special Counsel legal services regarding CalSTRS audit of former employee's retirement account and alleged overpayments including review and analysis of audit findings and representation in possible appeal of CalSTRS determination.

Please let me know if you need any additional information. Please let me know that you received this email.

Joseph Sanchez, Esq.
Best Best & Krieger LLP
655 West Broadway, 15th Floor
San Diego, CA 92101
(619) 525-1372 Direct Line
(619) 233-6118 Fax
-----Original Message-----
From: xerox@bbklaw.net [mailto:xerox@bbklaw.net]
Sent: Wednesday, April 17, 2013 11:23 AM
To: Joseph Sanchez
Subject: Scan from a Xerox WorkCentre

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre.

Attachment File Type: PDF

WorkCentre Location: machine location not set
Device Name: XRX0000AACFAF63

For more information on Xerox products and solutions, please visit http://www.xerox.com

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this



Page 2 of 2

b

**AMENDMENT TO MASTER CONTRACT AGREEMENT**
**NO. 3 PSA 1213005**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**DEAFINITELY PROFESSIONAL INTERPRETING SERVICES**

Professional Services Agreement No. PSA 1213005 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213005 shall be amended to $222,000 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on June 27, 2012, all other terms of the contract remain in full force and effect.

| **DISTRICT** | **CONSULTANT** |
|---|---|
| **Capistrano Unified School District** | **Deafinitely Professional Interpreting Services** |
| By: _____ Signature | By: _____ Signature |
| Terry Fluent | _____ Print Name |
| Director, Purchasing | _____ Title |
| Date: _____ | Date: _____ |

# PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**) is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

**DEAFINITELY PROFESSIONAL INTERPRETING SERVICES**

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 $160,000.00 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: T Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 6/11/12

**CONSULTANT**

Signature: Nancy R Quarles

Name: Nancy Quarles

Title: Vice President, Human Services

Address: 410 N Fairview
Santa Ana CA 92703

Email Address: nancy@ocgoodwill.org

FEIN/SSN 95-1644018

# EXHIBIT A

# FEE SCHEDULE

Deafinitely Professional Interpreting, a
Division of Goodwill Industries of Orange county
200 n. Fairview
Santa Ana, CA 92703
(714) 547-6308 X 357
(714) 480-7832
Email: nancy@ocgoodwill.org

Interpreter services
$60.00 per hour if paid by check

Contractor will invoice district for exact number of hours Interpreting services are provided to student.
District shall give Contractor 24 hours notice for student absents, if no notice is given to Contract district shall pay Contractor a maximum two (2) hours for arriving at school site where services are requested.

By: Nancy A. Quade Date: 6-25-12

**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: Nancy A. Omaels Date: 6-25-12

**AMENDMENT TO MASTER CONTRACT AGREEMENT**
**NO. PSA 1213005**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**DEAFINITELY PROFESSIONAL INTERPRETING SERVICES**

Professional Services Agreement No. PSA 1213005 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213005 shall be amended to $162,000 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on June 27, 2012, all other terms of the contract remain in full force and effect.

| **DISTRICT** | **CONSULTANT** |
|---|---|
| **Capistrano Unified School District** | **Deafinitely Professional Interpreting Services** |
| By: _____ Signature | By: _____ Signature |
| Terry Fluent | Nancy A Quarles<br>Print Name |
| Director, Purchasing | V.P. Human Resources<br>Title |
| Date: 12/17/12 | Date: 11-27-12 |

# PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**) is effective as of 6/12/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

**DEAFINITELY PROFESSIONAL INTERPRETING SERVICES**

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 $160,000.00 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: T Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 6/14/12

**CONSULTANT**

Signature: Nancy B Quarles

Name: Nancy Quarles

Title: Vice President, Human Services

Address: 410 N Fairview
Santa Ana CA 92703

Email Address: nancy@ocgoodwill.org

FEIN/SSN 95-1644018

# EXHIBIT A

# FEE SCHEDULE

Deafinitely Professional Interpreting, a
Division of Goodwill Industries of Orange county
200 n. Fairview
Santa Ana, CA 92703
(714) 547-6308 X 357
(714) 480-7832
Email: nancy@ocgoodwill.org

Interpreter services
$60.00 per hour if paid by check

Contractor will invoice district for exact number of hours Interpreting services are provided to student.
District shall give Contractor 24 hours notice for student absents, if no notice is given to Contract district shall pay Contractor a maximum two (2) hours for arriving at school site where services are requested.

By: Nancy A. Quaale Date: 6.25.12

**AMENDMENT TO MASTER CONTRACT AGREEMENT**
**NO 2. PSA 1213005**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**DEAFINITELY PROFESSIONAL INTERPRETING SERVICES**

Professional Services Agreement No. PSA 1213005 called for services to be rendered at the rates shown in the agreement.

The fee schedule on Professional Services Agreement No. PSA 1213005 shall be amended to include parent services as requested by the District.

Except as set forth in this Amendment, and Board approved on June 27, 2012, all other terms of the contract remain in full force and effect.

| **DISTRICT** | **CONSULTANT** |
|---|---|
| **Capistrano Unified School District** | **Deafinitely Professional Interpreting Services** |
| By: _____ Signature | By: _____ Signature |
| Terry Fluent | _____ Print Name |
| Director, Purchasing | _____ Title |
| Date: _____ | Date: _____ |

## EXHIBIT A

## FEE SCHEDULE

DEAFinitely Professional Interpreting, a
Division of Goodwill Industries of Orange County
410 North Fairview Street
Santa Ana, CA 92703
714-547-6308 X357
714-480-7832 (fax)
Email: nancy@ocgoodwill.org

Interpreter Services
$60.00 per hour, if paid by check

Contractor will invoice District for exact number of hours Interpreting services are provided for students and for parent services.
District shall give Contractor 24 hours notice for student absents, if no notice is given to Contractor, the District shall pay Contractor a minimum of two (2) hours up to the entire requested hours the interpreter was scheduled for arriving at school site where services are requested.

By: Nancy Alvarado Date: 2/20/13

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT**
**NO. 2 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 "not to exceed" amount on Independent Contractor Agreement No. ICA 1213167 shall be amended to $5,610 for additional services requested by the District.

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: _____ |

**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 to incorporate all general and special conditions of the new contract.

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: T Fluent<br>Signature | By: Krista Ratnaweera<br>Signature |
| Terry Fluent | Krista Ratnaweera<br>Print Name |
| Director, Purchasing | Manager, Community Partnership<br>Title |
| Date: 3/14/13 | Date: 2-25-13 |

RECEIVED
FEB 26 2013
PURCHASING

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 entirely.

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: Kristi Patnawler Date: 3-5-13

CAPISTRANO

# 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: | Signature Krista Rutnauer |
| Name: Terry Fluent | Name: Krista Rutnauer |
| Title: Director, Purchasing | Title: Manager Community Partnerships |
| Board Approval Date: | Address: 600 Town Center Dr. Costa Mesa, CA 92626 |
| | Email Address: krutnauer@scfta.org |
| | FEIN/SSN 23-7287150 |

THE CENTER'S

EXHIBIT A

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 **Segerstrom 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 Segerstrom 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) (Title) (Date)

Segerstrom Center for the

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

CAPISTRANO UNIFIED SCHOOL DISTRICT

# INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement)** is effective as of 4/25/13, 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").

## EAGLE SOFTWARE

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 $2,400.00 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 4/25/13-4/24/14 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: _____ | Signature_____ |
| Name: Terry Fluent | Name: _____ |
| Title: Director, Purchasing | Title: _____ |
| Board Approval Date: _____ | Address_____ |
| | _____ |
| | Email Address:_____ |
| | FEIN/SSN_____ |

**Page 1 of 2**

EXHIBIT A

# FEE SCHEDULE

Eagle Software
Chuck Berridge
1065 N. Pacificenter Drive, Suite 400
Anaheim, CA 92806
(888) 487-7555
Fax (714) 632-1567
brent@aeries.com

Aeries training as follows:

The trainer will present a full-day class on the theory and practice of scheduling students into classes for next school year. Collecting and entering course requests, entering the master schedule, scheduling students, and printing reports are included.

Cost

Aeries training is $1,200 per trainer per day plus the trainer's travel expenses and will be billed after the training is complete. For an Orange County district with a trainer who lives in the county, we suggest estimating $45 for mileage and $10 for lunch.

Signature _____ Date 4/3/2013

Brent Lloyd, Vice President, Eagle Software

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 24, 2013

# WAIVER REQUEST FOR SCHOOL ABSENCES DUE TO IMMINENT DANGER

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## BACKGROUND INFORMATION

California Education Code §46392 and §41422 allows school districts to apply to the State for attendance credit when a district experiences a material decrease in attendance because of emergency conditions as a result of fire, flood, impassable roads, epidemic, earthquake, safety hazard, a non-district transportation service strike, or a military threat.

On December 21, 2012, all six District high schools and two middle schools suffered a ten percent (material) decrease in attendance. After the December tragedy at Sandy Hook Elementary School in Connecticut, schools throughout the nation suffered rumors of threats. Although our schools remained open, some parents opted to keep their children home.

## CURRENT CONSIDERATIONS

This agenda item pertains to Board approval of request for Waiver approval from the California Department of Education requesting restitution of lost revenue in computation of average daily attendance (ADA). Although a state of emergency has not been declared by the Governor, Education Code §46391 lists, "The imminence of a major safety hazard as determined by the local law enforcement agency" as sufficient reason to submit a Waiver Request for restitution of lost ADA. National and local newspaper articles support the safety hazard.

The attached exhibits contain the required State documents for claiming the material decrease in attendance on December 21, 2012, at the eight schools within the District. The affidavit portion of the attachment will be filed with the County Superintendent of Schools, and subsequently, the State of Public Instructions.

## FINANCIAL IMPLICATIONS

The potential financial impact of the lost calendar days for the eight school sites is estimated to be 23.72 ADA or $123,344.

## STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the required J-13A affidavit and authorize its filing with the County Superintendent of Schools and the Superintendent of Public Instruction for a material decrease in attendance for the 2012-2013 school year for eight school sites on December 21, 2012.

**REQUEST FOR ALLOWANCE OF ATTENDANCE**
**BECAUSE OF EMERGENCY CONDITIONS**
**Form J-13A (Rev. 01-05)**

School District (or Charter School) Name: CAPISTRANO UNIFIED SCHOOL DISTRICT

School District (or Charter School) Address: 33122 Valle Road,
San Juan Capistrano, CA 92675

County-District Code: 30-66464

County Name: Orange

This form replaces the Form J-13A (Rev. 4-90) and should be used to obtain approval of attendance and instructional time credit under one or more of the following conditions:

- When one or more schools were closed because of conditions described in *Education Code* Section 41422
- When one or more schools were kept open but experienced a material decrease in attendance because of conditions described in *Education Code* Section 46392
- When attendance records have been lost or destroyed as described in *Education Code* Section 46391

Approved credit for instructional time may be used in conjunction with regular instructional days to satisfy the requirements of *Education Code* Section 37202 (equal length of instructional time among schools within a district).

A separate form should be submitted for each emergency event, but credit may be requested for more than one school and under one or more of the foregoing conditions on the same form. Each separate form must include the affidavit of the governing board members and the county superintendent before it can be approved by the State Superintendent of Public Instruction.

The original form (with the board members' affidavit) and two copies should be filed with the county superintendent of schools. If the county superintendent approves the request, he or she should execute the affidavit certifying that approval and forward all pages of the original and one copy of the form to:

Terri Emery
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814

This form consists of five preprinted pages. Pages 1 and 5 (5C for charter schools) must accompany all submissions. Page 4 (Lost or Destroyed Attendance Records) will not need to be submitted by most districts. Multiple copies of Pages 2 and/or 3 may have to be submitted when claims are made on a school-by-school basis.

## SCHOOL CLOSURE

Nature of Emergency (describe):

NONE

Name of School(s):
(if request covers all schools, write "all schools")

School Code(s):

We request that apportionments be maintained and instructional time credited for the above named school(s) without regard to the fact that the school(s) were closed on (dates):

because of the described emergency. Approval of this request authorizes the local educational agency to disregard these days in the computation of average daily attendance (ADA) (per Section 41422) and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to *Education Code* Section 46200, et seq.

If the school closure resulted from a power outage or impassable roads caused by inclement weather, state the number of school closure days for the same conditions in each of the last five years:

## MATERIAL DECREASE

Nature of Emergency (describe): California winter storms in the Capistrano Unified school district resulted in an increase in student absences. Governor Schwarzenegger declared a State of Emergency for several Southern California areas, including Orange County. Per E.C.46392(b), *any* decrease in ADA caused by a declared state of emergency shall be deemed material.

Name of School: 8 School Sites, See Attached
(if request covers all schools, write "all schools")

School Code(s): See Attached.

We request the substitution of estimated days of attendance for actual days of attendance in accordance with the provisions of Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of apportionments for the foregoing school(s) for (dates) December 21, 2012 during which school attendance was decreased because of the described emergency.

Estimated attendance for each day (October or May ADA): 17369.8 students per day. Estimated daily attendance multiplied by number of days of material decrease, yields 17369.8 days of attendance requested. See attached.

State method of determining estimated daily attendance (October or May ADA):

ADA for school month beginning on October 1_, 2012__ and ending on October 26, 2012__.

Actual apportionable attendance for days of material decrease: See attached.

Site: 8 Sites Dates: December 21, 2012

Actual Attendance December 21 14,429

14,429

## AFFIDAVIT OF GOVERNING BOARD MEMBERS

We, members constituting a majority of the governing board of the Capistrano Unified School District, hereby swear (or affirm) that the foregoing statements are true and are based on official district records.

| Printed Names | Signatures |
|---|---|
| John M. Alpay, President | |
| Lynn Hatton, Vice President | |
| Anna Bryson, Clerk | |
| Ellen M. Addonizio, Member | |
| Amy Hanacek, Member | |
| Dr. Gary Pritchard, Member | |
| Jim Reardon, Member | |

**At least a majority of the members of the governing board shall execute this affidavit.**

Subscribed and sworn (or affirmed) before me, this 24 day of April, 2013.

Signature:_____

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

Contact/Individual responsible for preparing this form:

Name: Clark Hampton Title: Deputy Superintendent, Business & Support

Phone: (949) 234-9211 Fax : (949)493-3728 E-mail: cdhampton@capousd.org

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## AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

Signature, County Superintendent of Schools _____

Date:_____

Subscribed and sworn (or affirmed) before me, this ____day of _____, 2____.

Signature, Title _____

of _____County, California

Contact/Individual responsible for preparing this form:

Name:_____ Title:_____

Phone:_____ Fax : _____E-mail: _____

# Capistrano Unified School District
## Loss of Attendance Due to Imminent Safety Hazard

| | 2012-13 Waiver Request (Lost Apportionment) Imminent Safety Threat - December 21, 2012 | | | | | |
|---|---|---|---|---|---|---|
| | School Site | School Code | Month 2 10/1 - 10/26/2012 Comparison ADA | Actual Attendance Due to Imminent Safety Threat Dec. 21, 2012 | Material Decrease - 10% | Waiver Request |
| 1 | ALISO NIGUEL H.S. | 3030574 | 2872.90 | 2340.00 | 532.90 | **532.90** |
| 2 | CAPISTRANO VALLEY H.S. | 3030210 | 2454.40 | 2185.00 | 269.40 | **269.40** |
| 3 | DANA HILLS H.S. | 3038569 | 2725.10 | 2040.00 | 685.10 | **685.10** |
| 4 | SAN CLEMENTE H.S. | 3036001 | 2835.35 | 2207.00 | 628.35 | **628.35** |
| 5 | SAN JUAN HILLS H.S. | 0113381 | 1909.45 | 1720.00 | 189.45 | **189.45** |
| 6 | TESORO H.S. | 3030756 | 2279.90 | 1909.00 | 370.90 | **370.90** |
| | | | | | | |
| 7 | NIGUEL HILLS M.S. | 6095095 | 1250.45 | 1123.00 | 127.45 | **127.45** |
| 8 | SHORECLIFFS M.S. | 6097406 | 1042.25 | 905.00 | 137.25 | **137.25** |
| | | | | | | |
| | | | | | | |
| | **Total Sites:** | | 17369.80 | 14429.00 | **2940.80** | **2940.80** |
| | | | | | | |
| | | | | **Total ADA:** | **23.72** | **23.72** |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

**RESOLUTION NO. 1213-41**

**EDUCATION PROTECTION ACT**

*WHEREAS*, the voters approved Proposition 30 on November 6, 2012;

*WHEREAS*, Proposition 30 added Article XIII, §36 to the California Constitution effective November 7, 2012;

*WHEREAS*, the provisions of Article XIII, §36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, §36(f);

*WHEREAS*, before June 30th of each year, the Executive Director of Fiscal Services shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII,§36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

*WHEREAS*, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

*WHEREAS*, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools, and community college districts;

*WHEREAS*, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor, or any agency of state government;

*WHEREAS*, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

*WHEREAS*, the Capistrano Unified School District Board of Trustees shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

*WHEREAS*, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

*WHEREAS*, each community college district, county office of education, school district, and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

*WHEREAS*, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts, and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, §36 of the California Constitution;

*WHEREAS*, expenses incurred by community college districts, county offices of education, school districts, and charter schools to comply with the additional audit requirements of Article XIII, §36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, §36.

*IT IS HEREBY RESOLVED;*

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, §36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the Capistrano Unified Board of Trustees;

2. In compliance with Article XIII, §36(e), with the California Constitution, the Capistrano Unified Board of Trustees has determined to spend the monies received from the Education Protection Act as attached.

AYES: ( )
NOES ( )
ABSENT ( )
ABSTAIN ( )

I, Joseph M. Farley, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 24th day of April 2013, by a roll call vote.

_____
Anna Bryson
Clerk of the Board of Trustees

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

**Expenditures through: June 30, 2013**
**For Fund 01, Resource 1400 Education Protection Account**

| Description | Object Codes | Amount |
|---|---|---|
| **AMOUNT AVAILABLE FOR THIS FISCAL YEAR** | | |
| Adjusted Beginning Fund Balance | 9791-9795 | 0.00 |
| Revenue Limit Sources | 8010-8099 | 29,800,000.00 |
| Federal Revenue | 8100-8299 | 0.00 |
| Other State Revenue | 8300-8599 | 0.00 |
| Other Local Revenue | 8600-8799 | 0.00 |
| All Other Financing Sources and Contributions | 8900-8999 | 0.00 |
| Deferred Revenue | 9650 | 0.00 |
| TOTAL AVAILABLE | | 29,800,000.00 |
| **EXPENDITURES AND OTHER FINANCING USES** | | |
| **(Objects 1000-7999)** | | |
| Instruction | 1000-1999 | 29,800,000.00 |
| Instruction-Related Services | | |
| Instructional Supervision and Administration | 2100-2150 | 0.00 |
| AU of a Multidistrict SELPA | 2200 | 0.00 |
| Instructional Library, Media, and Technology | 2420 | 0.00 |
| Other Instructional Resources | 2490-2495 | 0.00 |
| School Administration | 2700 | 0.00 |
| Pupil Services | | |
| Guidance and Counseling Services | 3110 | 0.00 |
| Psychological Services | 3120 | 0.00 |
| Attendance and Social Work Services | 3130 | 0.00 |
| Health Services | 3140 | 0.00 |
| Speech Pathology and Audiology Services | 3150 | 0.00 |
| Pupil Testing Services | 3160 | 0.00 |
| Pupil Transportation | 3600 | 0.00 |
| Food Services | 3700 | 0.00 |
| Other Pupil Services | 3900 | 0.00 |
| Ancillary Services | 4000-4999 | 0.00 |
| Community Services | 5000-5999 | 0.00 |
| Enterprise | 6000-6999 | 0.00 |
| General Administration | 7000-7999 | 0.00 |
| Plant Services | 8000-8999 | 0.00 |
| Other Outgo | 9000-9999 | 0.00 |
| TOTAL EXPENDITURES AND OTHER FINANCING USES | | 29,800,000.00 |
| **BALANCE (Total Available minus Total Expenditures and Other Financing Uses)** | | 0.00 |

**ORANGE COUNTY DEPARTMENT OF EDUCATION**
200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050
(714) 966-4000
FAX (714) 432-1916
www.ocde.us

**AL MIJARES, Ph.D.**
**County Superintendent of Schools**

LYNN APRIL HARTLINE
Deputy Superintendent

JOHN L. NELSON
Associate Superintendent

**ORANGE COUNTY BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.
DAVID L. BOYD
ROBERT M. HAMMOND
ELIZABETH PARKER
KEN L. WILLIAMS, D.O.

March 15, 2013

To: Assistant Superintendents, Business

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

**Re: Education Protection Account (EPA) Requirements**

Pursuant to Article XIII, Section 36 of the California Constitution, school districts, county offices of education, and community college districts are required to determine how the moneys received from the Education Protection Account are spent in the school or schools within its jurisdiction, provided that the governing board makes the spending determinations in an open session of a public meeting. The language in the constitutional amendment requires that funds shall not be used for the salaries and benefits of administrators or any other administrative costs. We have enclosed a sample resolution that your district may utilize to fulfill the spending determinations requirement. There is also a requirement that districts must annually post on its website an accounting of how much money was received from EPA and how that money was spent.

For your convenience, enclosed with the sample resolution is a sample exhibit that districts may use for both the spending determinations and website posting requirements. However, districts are not required to use this format. The sample exhibit mirrors the Program by Resource Report from the CDE's Standardized Account Code Structure (SACS) software. Please note that in the sample exhibit, expenditures are displayed by function code and not by object code.

Due to the annual requirement for board action and the fact that EPA apportionments will not be certified until late in the 2012-13 fiscal year, districts must estimate EPA revenue. The EPA revenue can be estimated by multiplying total 2012-13 deficited revenue limit by 20%. If the result of that calculation is greater than revenue limit state aid, it is recommended that the district reduce EPA revenue down to the amount of revenue limit state aid. Basic aid school districts, may estimate EPA to be $200 per 2012-13 second principal average daily attendance.

If you have any questions or concerns about EPA reporting requirements, please call me at (714) 966-4229 or Chris Lombardo at (714) 966-4248.

Enclosures

cc: Superintendents
Directors/Managers, Business

**JOINT POWERS AGREEMENT**

**BETWEEN THE**

**COUNTY OF ORANGE**

**AND**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**THIS AGREEMENT** is entered into this twenty-fifth day of March, 2013, which date is enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and CAPISTRANO UNIFIED SCHOOL DISTRICT, a public school district, hereinafter referred to as "DISTRICT."

**WITNESSETH:**

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

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

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

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

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EXHIBIT 25

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**A. TERM:**

The term of this Agreement shall be the period July 1, 2013 through June 30, 2014, unless earlier terminated by either party in the manner set forth herein.

**B. OPTIONAL TERMINATION:**

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

**C. SERVICES BY COUNTY:**

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

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

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

**D. PAYMENT:**

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

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**D. PAYMENT:** (Continued)

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

**E. NOTICES:**

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

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

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

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

**F. STATUS OF COUNTY:**

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

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

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

**G. ENTIRE AGREEMENT/AMENDMENT:**

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

**H. INDEMNIFICATION:**

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

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

**H. INDEMNIFICATION:** (Continued)

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

**I. ASSIGNMENT:**

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

**J. GOVERNING LAW:**

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

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

DATED:_____

CAPISTRANO UNIFIED SCHOOL DISTRICT

BY:_____

Title:_____

---

DATED:_____

COUNTY OF ORANGE

BY:_____
Sheriff-Coroner

APPROVED AS TO FORM:

Office of the County Counsel
Orange County, California

BY: _____
Deputy

DATED: 3/27/13

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

I. POLICY

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

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

II. DEFINITIONS

A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.

B. Received by the County - The phrase "received by the County", as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County's possession. It is not the date the payment is posted or deposited by the County.

III. FIXED PRICE CONTRACTS

A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.

B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:

1. Annual Billings that total $10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.

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

3. Monthly Billings that are greater than $200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

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

## IV. ACTUAL COST CONTRACTS

A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

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

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

## V. PAYMENT DUE DATES

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

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

## VI. LATE CHARGES

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

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.

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

- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

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

## VII. COLLECTIONS

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

## VIII. DISCOUNT FOR EARLY PAYMENT

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

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

## IX. DEFERRED REVENUE

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

## X. COST RECOVERY

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

## XI. EXISTING CONTRACTS

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

## XII. DEVIATIONS FROM POLICY

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

ORANGE COUNTY
OC Probation

# COUNTY OF ORANGE
# PROBATION DEPARTMENT

## JUVENILE COURT WORK PROGRAM (JCWP) – CONTRACT RENEWAL

Date: February 7, 2012

In accordance with Sections 1.0 and 17.0 of our JCWP contract with the County of Orange, the term of the contract is automatically renewed for 12 months beginning July 1 of each year, unless either party provides a 30-day notice of termination to the other party.

Expression of Continued Participation:

☒ We wish to continue our participation in JCWP under the existing contract with the County of Orange, for the 12-month period of July 1, 2013 – June 30, 2014.

Expression of Termination of Participation:

☐ Effective July 1, 2013, we will no longer participate in JCWP services.

Authorized Signature: _____

Name and Title: Terry Fluent, Director of Purchasing

City/School District: Capistrano Unified School District

Address: 33122 Valle Road, San Juan Capistrano, CA 92675

E-mail Address: tfluent@capousd.org

Telephone No.: 949 234-9436

**Please return completed response by regular mail or e-mail to:**

Orange County Probation Department
Attention: Andrew Wu
Administrative and Fiscal Division/Contracts Services-NCFSO
P.O. Box 10260
Santa Ana, CA 92711
E-mail: andrew.wu@prob.ocgov.com

EXHIBIT 26

**AGREEMENT**

**BETWEEN**

**THE COUNTY OF ORANGE**

**AND**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**FOR**

**JUVENILE COURT WORK PROGRAM SERVICES**

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

**WITNESSETH:**

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

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

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

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

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

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## 1.0 TERM

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

## 2.0 RESPONSIBILITIES OF COUNTY

2.1 Description of Services:

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

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

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

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

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

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

2.2 COUNTY shall:

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

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

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

2.2.2 Transport the work crew(s) to and from the sites specified by CAPISTRANO USD.

2.2.3 Assign one (1) Deputy Juvenile Correctional Officer (DJCO) for each work crew consisting of up to twelve (12) Juvenile Probationers, to:

2.2.3.1 Meet with the work crew(s) to explain the work to be performed, rules and expected standards of behavior, and consequences of disciplinary violations.

2.2.3.2 Supervise the work crew(s) at all times.

2.2.3.3 Monitor compliance of work crew members with all Juvenile Court orders and conditions of probation.

2.2.3.4 Provide immediate care and assistance in the event any Juvenile Probationer is injured at the work site, and, if necessary, transport the injured Juvenile Probationer to a medical facility.

2.2.3.5 Notify CAPISTRANO USD immediately by telephone, in the event COUNTY is unable to provide the work on scheduled days, as mutually agreed upon. COUNTY shall state the reason for work cancellation or delay, and shall reschedule the work.

2.2.4 Provide food for the work crew(s) and the DJCO(s), during a one-half (1/2) hour supervised lunch break.

2.2.5 Provide Workers' Compensation Insurance coverage for the work crew(s), in accordance with policies and procedures established by the County Executive Office Risk Management Division.

2.2.6 Reserve the right to refuse any work that may be determined unsafe by the DJCO(s) assigned to supervise the work crew(s). The DJCO(s) may follow instructions from representatives of CAPISTRANO USD regarding the work to be performed, so long as the safety of the work crew(s) is not endangered, and COUNTY'S policies are not violated.

2.2.7 Be solely responsible for providing all legally required employee benefits to the work crew(s). CAPISTRANO USD shall not be required to assume any liability for the direct payment of any salaries, wages, or other compensation to the work crew(s) performing services hereunder, or any liability other than provided for in this Agreement.

2.3 ADMINISTRATOR shall:

2.3.1 Implement the Juvenile Court orders attached hereto and incorporated by reference, as described in Section 2.1.1, any succeeding orders thereto as described in Section 2.1.2, or any other orders related to JCWP, by authorizing Juvenile Probationers to provide unskilled manual labor to CAPISTRANO USD.

2.3.2 Have final authority for decisions affecting the Juvenile Probationers' participation in JCWP, and any other program participation matters designated by ADMINISTRATOR, both verbally and in writing.

## 3.0 RESPONSIBILITIES OF CAPISTRANO USD

CAPISTRANO USD shall:

3.1 Coordinate the scheduling of JCWP work, in advance, with COUNTY'S Probation Department.

3.2 Explain to the DJCO(s) the work to be performed by the work crews.

3.3 Provide the tools, equipment, supplies, and materials necessary or incidental to the performance of the scheduled work. However, Juvenile Probationers shall not be required to operate mechanical equipment or devices that may expose the work crew members to safety hazards.

3.4 Provide special instructions, devices, equipment, warning signs, and apparel as necessary to ensure the personal safety of the work crew members.

3.5 Provide technical direction and oversight until the completion of work.

3.6 Maintain absolute confidentiality of all information pertaining to the Juvenile Probationers, as described in Section 15.0 of this Agreement.

3.7 Neither seek nor authorize publicity concerning the JCWP, or the work performed under this Agreement, without the written consent of the ADMINISTRATOR.

3.8 Keep confidential the names of minors participating in the JCWP.

## 4.0 COMPENSATION

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

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

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

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

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

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

| | | |
|---|---|---|
| Discounted Compensation Rate | = | Full compensation rate per day for each work crew of ten (10) or more Juvenile Probationers. |
| | x | (0.10 x total number of Juvenile Probationers in work crew provided by COUNTY) |

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

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

4.3.1 No Change in Full or Discounted Compensation Rates: The full compensation rate provision of Section 4.2.1, and the discounted compensation rate provision of Section 4.2.2, shall continue to be applicable for the succeeding one (1)-year term(s) of this Agreement, unless a new full compensation rate is adopted in accordance with the provisions of Section 4.3.2 and 4.3.2.1 herein.

4.3.2 Change in Full Compensation Rate: Pursuant to Section 4.1.1 herein, if a change in the maximum rate for JCWP services is approved by the Orange County Board of Supervisors, ADMINISTRATOR shall review and analyze the then-current full compensation rate charged by COUNTY to CAPISTRANO USD. If such review and analysis indicate that an adjustment to the then-current full compensation rate charged to CAPISTRANO USD for JCWP services is warranted, COUNTY shall, no later than March 15 of the then-current one-year term of this Agreement, submit to CAPISTRANO USD a written notice of a proposed rate adjustment.

4.3.2.1 CAPISTRANO USD shall issue a written response to COUNTY within sixty (60) calendar days after receipt of COUNTY'S notice of the proposed adjustment to the then-current full compensation rate charged by COUNTY to CAPISTRANO USD. If such response indicates an agreement with COUNTY'S proposed rate adjustment, the new full and discounted compensation rates shall become effective commencing July 1 of the succeeding one-year term of this Agreement, in accordance with Sections 4.3.2.2 and 4.3.2.3 herein.

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

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

| | | |
|---|---|---|
| Discounted Compensation Rate | = | Full compensation rate per day for each work crew of ten (10) or more Juvenile Probationers. |
| | x | (0.10 x total number of Juvenile Probationers in work crew provided by COUNTY) |

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

## 5.0 FINANCIAL ACCOUNTABILITY

5.1 COUNTY agrees to provide fiscal procedures adequate to assure accounting for the billing costs to CAPISTRANO USD under this Agreement, in accordance with COUNTY'S general accounting policies, and the accounting policies and procedures of COUNTY'S Auditor-Controller. All claimed reimbursements will be supported with source documents retained by COUNTY.

5.2 COUNTY shall be reimbursed monthly in arrears for actual costs incurred, upon the submission of invoices to CAPISTRANO USD. The monthly invoices shall be submitted in such form and detail as required by COUNTY'S Auditor-Controller, and be accompanied by an affidavit signed by COUNTY certifying the appropriateness of the amounts billed. All invoices shall include the following information:

5.2.1 Dates of service

5.2.2 Work site(s)

5.2.3 Number of work crew(s)

5.2.4 Number of Juvenile Probationers for each work crew

5.2.5 Type of work performed

5.3 CAPISTRANO USD shall pay COUNTY within thirty (30) calendar days of the invoice date. Late charges will be assessed to CAPISTRANO USD in the following situations:

5.3.1 Over-the-counter payments will be assessed a late charge if any payment is not received by COUNTY within (30) calendar days of the date of the invoice for which payment is being rendered.

5.3.2 Payments transmitted to COUNTY via the U.S. Mail, and which have CAPISTRANO USD 'S postage meter mark, will be assessed a late charge if any payment is not received within thirty one (31) calendar days of the date of the invoice for which the payment is being rendered.

5.3.3 Payments transmitted to COUNTY via the U.S. Mail, and which have a U.S. Post Office postmark dated thirty (30) calendar days after the date of the invoice, will be assessed a late charge.

5.4 The late charge assessed in each of the above situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid, plus One Hundred Dollars ($100.00) for late payments made within thirty (30) calendar days after the payments are due. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional thirty (30)-day period that the invoice remains unpaid. Late charges shall be added to the payment due and invoiced to CAPISTRANO USD in accordance with Section 5.2 herein. Any invoices and applicable late charges remaining unpaid within ninety (90) calendar days of the invoice date may result in deductions, by COUNTY'S Auditor-Controller, from money held on deposit with COUNTY'S Treasurer for CAPISTRANO USD if any, and as applicable in accordance with Government Code Section 907 and any other applicable provision of law.

5.5 Early payments received by COUNTY from CAPISTRANO USD shall entitle CAPISTRANO USD to a discount of one-quarter of one percent (0.25%), if payment is received by COUNTY within eleven (11) calendar days of the date of the invoice. CAPISTRANO USD may take credit for the discount in the current payment. However, if a discount is taken inappropriately, COUNTY shall notify CAPISTRANO USD immediately that the discount should not have been taken and that the balance is due within thirty (30) calendar days of the invoice date, subject to late charges, pursuant to Section 5.3 herein.

5.6 COUNTY shall have sixty (60) calendar days from the end of the term of the Agreement to liquidate all program obligations incurred during said term. COUNTY shall then submit the final invoice within sixty (60) calendar days of the end of the term of the Agreement. CAPISTRANO USD shall not be liable for any invoices submitted beyond sixty (60) calendar days of the end of the term of the Agreement.

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

## 6.0 OTHER SOURCES OF INCOME

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

## 7.0 RIGHT TO AUDIT

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

## 8.0 RETENTION OF FINANCIAL RECORDS

8.1 COUNTY shall maintain and preserve all books, financial statements, journals, ledgers, source documents and other financial records for a period of seven (7) years from the termination of this Agreement, and for such longer period as may be required by any applicable statute. All financial records shall be kept or made available to CAPISTRANO USD at COUNTY'S principal place of business. Exceptions to the above provisions of this section must have the prior written approval of ADMINISTRATOR.

8.2 Records which relate to: a) litigation of the settlement of claims rising out of the performance of this Agreement, or b) costs and expenses of this Agreement to which CAPISTRANO USD takes exception, shall be retained by COUNTY until disposition of such appeals, litigation, claims, or exceptions.

## 9.0 PROGRAM SUPERVISION

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

## 10.0 DISPUTES

10.1 If COUNTY and CAPISTRANO USD fail to agree as to whether or not any work is within the scope of the requirements of this Agreement, CAPISTRANO USD shall, within fifteen (15) calendar days, provide COUNTY with a written protest specifying in detail the manner in which the requirements of this Agreement were not fulfilled, and the proposed remedy.

10.2 ADMINISTRATOR agrees to furnish a written decision on the dispute within thirty (30) calendar days after receipt of such protest.

## 11.0 STATUS OF COUNTY

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

## 12.0 AFFIRMATIVE ACTION

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

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

## 13.0 NONDISCRIMINATION

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

## 14.0 INTERNAL CONTROLS

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

## 15.0 CONFIDENTIALITY

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

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

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

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

## 16.0 MUTUAL INDEMNIFICATION

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

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

## 17.0 TERMINATION

17.1 Either party may terminate this Agreement, with or without cause, upon thirty (30) calendar days' written notice given to the other party.

17.2 In the event of termination of this Agreement, CAPISTRANO USD and COUNTY shall not be liable for services provided beyond the date of termination, except as may otherwise be provided in this Agreement.

17.3 The obligations pertaining to indemnification for, or defense of, causes of action accruing during the term of this Agreement, shall extend beyond the termination of this Agreement until fully performed.

17.4 Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or otherwise unavailable in the budget for COUNTY by any means whatsoever in any fiscal year covered by this Agreement, COUNTY will immediately notify CAPISTRANO USD of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for COUNTY.

17.5 Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or otherwise unavailable in the budget for CAPISTRANO USD by any means whatsoever in any fiscal year covered by this Agreement, CAPISTRANO USD will immediately notify COUNTY of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for CAPISTRANO USD.

## 18.0 NOTICES

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

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

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

18.3 Notices to CAPISTRANO USD shall be addressed as follows:

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

## 19.0 THIRD PARTY RIGHTS

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

## 20.0 ALTERATION OF TERMS

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

//
//
//
//
//

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

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

BY: _____ DATED: 5/25/12
Terry Fluent, Director of Purchasing

**COUNTY OF ORANGE**

BY: _____ for Chief Sentman DATED: 4/25/12
Steven J. Sentman
Chief Probation Officer

May 23, 2012 AGENDA ITEMS Due 5/2

**CONSENT**

**ADVERTISE**

**EXTENSIONS**
Juvenile Court Work Program
Bid No. 1011-01 Asphalt Paving, Sealcoating…
School Bus Service Agreement – SMCHS
Stutz, Artiano, Shinoff & Holtz

**AWARDS**
Bid No 1112-14 Newhart MS – MPR Remodel (Place Holder, Bid opening May 15)
Bid No. 1213-01 Plumbing
Bid No. 1213-02 Weed Abatement

**APPROVAL**
**Consultant Listing**
Lauren Franke
Dr. Passaro

**PIGGYBACKS**
County of Orange Master Agreement MA-017-10011795 – Office Supplies – Staples Advantage

**INFORMATION**

**DISCUSSION/ACTION**

# Agreement
# ARCHITECTURAL SERVICES
# TERMS AND CONDITIONS
## Between

## CAPISTRANO UNIFIED SCHOOL DISTRICT
## &
## WLC ARCHITECTS, INC.

April 25, 2013

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**Between**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**
**&**
**WLC ARCHITECTS, INC.**

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## ARTICLE 1 - GENERAL TERMS

"THIS AGREEMENT is made and entered into this 25th day of April, 2013, by and between WLC Architects, Inc. hereinafter referred to as "Architect", and the Capistrano Unified School District, hereinafter referred to as "District". This service agreement contract term will not exceed (5) years."

**1.1 Employment of Architect.** The Architect promises and agrees to furnish to the District all labor, materials, tools equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Architect shall be subject to the sole and discretionary approval of the District, which approval shall not be unreasonably withheld.

**1.2 Principal Architect; Key Personnel.** The Architect shall name a specific person to act as Principal Architect, subject to the approval of the District. The Architect hereby designates Robert J. Hensley, Principal, Chairman of the Board, WLC Architects, Inc. to act as the Principal Architect for the Project. The Principal Architect shall: (1) maintain oversight of the Project at all times; (2) have full authority to represent and act on behalf of the Architect for all purposes under this Agreement; (3) supervise and direct the Services using his best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with the District and all contractors, consultants, engineers and inspectors on the Project. Any change in the Principal Architect shall be subject to the District's prior written approval, which approval shall not be unreasonably withheld. The new Principal Architect shall be of at least equal competence as the prior Principal Architect. In the event that the District and Architect cannot agree as to the substitution of a new Project Architect, the District shall be entitled to terminate this Agreement.

In addition to the Principal Architect, the Architect has represented to the District that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, the Architect may substitute others of at least equal competence upon written approval of the District. In the event that the District and Architect cannot agree as to the substitution of key personnel, engineers or consultants, the District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers or consultants who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Architect at the request of the District. The Key additional personnel and consultants for performance of this Agreement are as follows:

**1.2.1** **Steve Stearns, Project Manager, WLC**
**1.2.2** **Betty Sabol, Project Architect, WLC**
**1.2.3** **Slade Johnson, Project Architect, WLC**
**1.2.4** **Harry Pranata, Design Team Member, WLC**
**1.2.5** **Cristina Co, Design Team Member, WLC**

1.2.6 **Jeff Tancharoen, Design Team Member, WLC**
1.2.7 **Don Rice, Technical Quality Control Coordinator, WLC**
1.2.8 **Ron Pregmon, Director of Planning, WLC**
1.2.9 **Bob Cram, Cost Estimator & Scheduler, WLCCS**
1.2.10 **John Simmons, Electrical Engineer, TTG**
1.2.11 **Rob Cronk, Mechanical & Plumbing Engineer, Design West Engineering**
1.2.12 **Rick Byrd, Structural Engineer, RM Byrd**
1.2.13 **Erick Potter, Civil Engineer**
1.2.14 **Doug Diggs, Landscape Architect**

**1.3 Hiring of Consultants and Personnel.**

**1.3.1 Right to Hire or Employ.** The Architect shall have the option, unless the District objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as the Architect may delegate without relieving Architect from administrative or other responsibility under this Agreement. The Architect shall be responsible for the coordination and cooperation of Architect's employees, architects, engineers, experts or other consultants. The Architect shall notify the District of the identity of all consultants in sufficient time prior to their commencement of work to allow the District to review their qualifications and object to their participation on the Project if necessary.

**1.3.2 Qualifications and License.** All architects, engineers, experts and other consultants retained by Architect in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

**1.3.3 Standards and Insurance.** All architects, engineers, experts and other consultants hired by Architect shall be required to meet the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the District in writing. Unless changes are approved in writing by the District, the Architect's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

**1.3.4 Assignments or Staff Changes.** The Architect shall promptly obtain written District approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Architect's consultants and staff shall be subject to approval by the District.

**1.4 Standard of Care.** The Architect shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be fully responsible to the District for any damages to the District resulting from the errors and omissions of the Architect's work as specified in the indemnification provision of this Agreement. The Architect represents and maintains that it is skilled in the professional calling necessary to perform the Services. The Architect shall provide employees, architects, engineers, experts and other consultants with sufficient skill and experience to perform the Services assigned to them. Finally, the Architect represents that it, its employees, architects, engineers, experts and other consultants have all licenses,

permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them, and that such licenses and approvals shall be maintained throughout the term of this agreement. Any employee or consultant who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a professional manner as described within this contract agreement, shall be promptly removed from the Project by the Architect and shall not be re-employed to perform any of the Services or to work on the Project

**1.5 Laws and Regulations.**

**1.5.1 Knowledge and Compliance.** The Architect shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Architect by law. The Architect shall be liable, pursuant to the indemnification provision of this Agreement, for all violations of such laws and regulations in connection with its Services. If Architect performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, the Architect shall be solely responsible for all costs arising there from. The Architect shall pay the cost of defense, indemnify and hold the District, its officials, officers, employees and agents free and harmless, resulting from the errors and omissions of the Architect and pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure to comply with such laws, rules or regulations.

**1.5.2 Drawings and Specifications.** The Architect shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, the California Education Code, Titles 19, 21 and 24 of the California Code of Regulations, and any requirements of the division of State Architect (including structural safety, fire/life safety and access compliance section), the State Department of Education and the California Department of General Services, in effect as of the time the drawings and specifications are prepared or revised. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services. The Architect shall cause the necessary copies of such drawings and specifications to be filed with any government bodies with approval jurisdiction over the Project, in accordance with the Services described in this Agreement.

**1.6 Renovation Projects -** The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to persons with disabilities. The District acknowledges that the requirement of the ADA will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, and ordinances and regulations as they apply to the Project(s). If the Architect is aware of conflicting interpretation of ADA, the Architect is required to bring conflicting interpretations of ADA requirements to the District's attention before the Architect applies their ADA interpretations to a project. The Architect, however, cannot and does not warrant or guarantee that the District's Project(s) will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project(s).

**1.7 New Construction Projects -** The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility that does not meet the accessibility and usability requirements of the ADA unless it can be demonstrated that it is structurally impractical to meet such requirements. The District understands that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, and ordinances and regulations as they apply to the Project(s). If the Architect is aware of conflicting interpretation of ADA, the Architect is required to bring conflicting interpretations of ADA requirements to the District's attention before the Architect applies their ADA interpretations to a project. The Architect, however, cannot and does not warrant or guarantee that the District's Project(s) will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project(s).

**1.8 Independent Contractor.** The District retains the Architect on an independent contractor basis and Architect is not an employee of the District. The Architect is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to the District's employees. Any additional personnel performing the Services under this Agreement on behalf of the Architect shall also not be employees of the District, and shall at all times be under the Architect's exclusive direction and control. The Architect shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. The Architect shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation.

## ARTICLE 2 - BASIC SERVICES

Article 2 is intended to define the services to be provided by the Architect as the Architect of Record. Unless modified by Article 15, the Architect's Basic Services shall be provided in conjunction with, and in reliance upon, the services of the District. They shall consist of the six Phases described in Paragraphs 2.1 through 2.6, inclusive, and include normal structural, mechanical, electrical, civil, and landscape architect/engineering services, and any other services included in Article 15 as part of Basic Services.

### 2.1 SCHEMATIC DESIGN PHASE

2.1.1 The Architect shall review the Educational Specifications to ascertain the requirements of the Project and shall review and confirm the understanding of these requirements and other design parameters with the District.

2.1.2 The Architect shall provide a preliminary evaluation of the Educational Specifications and the Project budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 4.2.1.

2.1.3 The Architect shall review with the District site use and improvements; selection of materials, building systems and equipment; construction methods and methods of Project delivery.

2.1.4 Based on the mutually agreed upon program and the Project budget requirements, the Architect shall prepare, for approval by the District, Schematic Design Documents and site utilization plans consisting of drawings, outline specifications and other documents showing the ultimate development at the site and the proposed architectural concept of the buildings, and showing in single line drawings all rooms incorporated in each building in the School Facility, and including any revisions that are required by the District.

2.1.5 At intervals appropriate to the progress of the Schematic Design Phase, the Architect shall provide schematic design studies for the District's review, which will be made so as to cause no delay to the Architect.

2.1.6 Upon completion of the Schematic Design Phase the Architect shall provide the drawings, outline specifications and other documents approved by the District for the District's use in preparing an estimate of Construction Cost.

**2.2 DESIGN DEVELOPMENT PHASE**

2.2.1 Based on the approved Schematic Design Documents and any adjustments authorized by the District in the program or the Project budget, the Architect shall prepare, for approval by the District, the Design Development Documents consisting of drawings, outline specifications and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate.

2.2.2 At intervals appropriate to the progress of the Design Development Phase, the Architect shall provide design development documents for the District's review, which will be made so as to cause no delay to the Architect.

2.2.3 Upon completion of the Design Development Phase, the Architect shall provide the District with drawings, outline specifications and other documents approved by the District for use in preparing a further estimate of Construction Cost, and shall assist the District in preparing such estimate of Construction Cost.

**2.3 CONSTRUCTION DOCUMENTS PHASE**

2.3.1 Based on the approved Design Development Documents, and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the District, the Architect shall prepare, for approval by the District, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.3.2 The Architect shall keep the District informed of any changes in requirements or in construction materials, systems or equipment as the Drawings and Specifications are developed so that the District can adjust the estimate of Construction Cost appropriately.

2.3.3 The Architect shall assist the District in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contracts, and the forms of Agreement between the District and the Contractors.

2.3.4 The Architect shall assist the District in connection with the District's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

## 2.4 DIVISION OF STATE ARCHITECT (DSA) APPROVAL PHASE

2.4.1 The Architect, following the District's approval of the Construction Documents and the latest estimate of Construction Cost, shall assist the District in obtaining approval from the Division of the State Architect (DSA).

## 2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the District's approval of the Construction Documents and the latest estimate of Construction Cost, shall assist the District in obtaining Bids or negotiated proposals by rendering interpretations and clarifications of the Drawings and Specifications in appropriate written form. The Architect shall assist the District in conducting pre-award conferences with successful Bidders. The Architect shall assist the District in investigating the competency of the bidders, and make to the District a recommendation of award of Contracts.

## 2.6 CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Construction Phase will commence with the award of the initial Contract for Construction and, together with the Architect's obligation to provide Basic Services under this Agreement, will end when final payment to all Contractors is due, or in the absence of a final Project Certificate for Payment or of such due date, sixty days after the Date of Substantial Completion of the Project whichever occurs first.

2.6.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect, in cooperation with the District, shall provide administration of the Contracts for Construction as set forth. The administration by the Architect shall be in addition to the continuous inspection by the District's inspector.

2.6.3 The Architect shall advise and consult with the District during the Construction Phase. All instructions to the Contractors shall be forwarded through the District. The Architect shall have authority to act on behalf of the District only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with Subparagraph 1.6.18.

2.6.4 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed by the Architect in writing, to become familiar with the progress and quality of Work and to determine if Work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of Work, but shall visit the Work at least once a week and promptly whenever requested to do so by the District or District's inspector. On the basis of such on-site observations as an architect, the Architect shall keep the District informed of the progress and quality of Work, and shall endeavor to guard the District against defects and deficiencies in Work of the Contractors.

2.6.5 The Architect shall not be responsible for, nor has control 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 Contractors' failure to carry out work in accordance with the Contract Documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the Contractors, Subcontractors, any of their agents or employees, or any other persons performing any work.

2.6.6 The Architect shall at all time have access to Work wherever it is in preparation or progress.

2.6.7 Based on the Architect's observations at the site, the recommendations of the District and an evaluation of the Project Application for Payment and most recent schedule of values submitted by the Contractors, the Architect shall determine the amounts owing to the Contractors and shall issue a Project Certificate for Payment in such amounts, as provided in the Contract Documents.

2.6.8 The issuance of a Project Certificate for Payment shall constitute a representation by the Architect to the District that, based on the Architect's observations at the site as provided on the data comprising the Project Application for Payment, Work has progressed to the point indicated; that, to the best of the Architect's knowledge, information and belief, the quality of Work is in accordance with the Contract Documents (subject to an evaluation of Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Project Certificate for Payment); and that the Contractors are entitled to payment in the amount certified. However, the issuance of a Project Certificate for Payment shall not be a representation that the Architect has made any examination to ascertain how or for what purpose the Contractors have used the monies paid on account of the Contract Sums. The Architect shall submit verified progress reports, as required, to the District and to the Division of the State Architect in compliance with Title 21 and Title 24 of the California Code of Regulations.

2.6.9 The Architect shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Contractors. The Architect shall render interpretations necessary for the proper execution or progress of Work, with reasonable promptness and in accordance with agreed upon time limits. The Architect shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the District and the Contractors relating to the execution or progress of Work or the interpretation of the Contract Documents.

2.6.10 All interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents, and shall be in writing or in graphic form. In the capacity of interpreter and judge, the Architect shall endeavor to secure faithful performance by the Contractors, shall not show partiality, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

2.6.11 The Architect's decision in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents. The Architect's decisions on any other claims, disputes or other matters, including those in question between the District and the Contractor(s), shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

2.6.12 The Architect shall have authority to reject Work which does not conform to the Contract Documents, and whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Architect shall have authority to require special inspection or testing of Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed; but the Architect shall take such action only after consultation with the District.

2.6.13 The Architect shall receive Contractors' submittals such as Shop Drawings, Product Data and Samples from the District and shall review and approve or take other appropriate action upon them, but only for conformance with the design concept of the Project and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.6.14 The Architect shall review and sign or take other appropriate action on Change Orders for the District's authorization in accordance with the Contract Documents.

2.6.15 The Architect shall have authority to order minor changes in Work not involving an adjustment in a Contract Sum or an extension of a Contract Time and which are not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order issued through the District.

2.6.16 The Architect, assisted by the District, shall conduct a final project review to determine the Dates of Substantial Completion and final completion and shall issue appropriate Project Certificates for Payment.

2.6.17 The Architect will forward to the District for the District's review written warranties and related documents assembled by the Contractors.

2.6.18 The extent of the duties, responsibilities and limitations of authority of the Architect as a representative of the District during construction shall not be modified or extended without the written consent of the Contractors, the Architect and the District, which consent shall not be unreasonably withheld.

2.6.19 Not later than sixty days after completion of construction, and before receipt of final payment, the architect shall review and forward the final working drawings and specifications, indicating on them all changes made by change orders or otherwise under the construction contract and all information called for on specifications, producing an "as-built" set of final working drawings which will show, among other things, the location of all concealed pipe, buried conduit runs, and other similar service elements within the School Facility, if applicable. The Architect shall review and certify that the drawings are a correct representation of the information supplied to it by the District's Inspector and the Contractors. As used herein, the work "certify" shall mean an

expression of the Architect's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Architect.

2.6.20 On approval by the District of the complete "as-built" drawings, the Architect shall forward to the District the complete set of original drawings corrected to "as-built" condition or a complete set of reproducible duplicate drawings. The tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

2.6.21 Prior to the receipt of the Architect's final payment, the Architect shall forward to the District one clear and legible set of reproductions of the computations, the original copy of the specifications, the "as-built" drawings, the final verified progress report pursuant to Title 21 of the California Code of Regulations, and the Architect's Certificate of Completion.

## 2.7 EXTENED CONSTRUCTION ADMINISTRATIVE SERVICES

2.7.1 If the District and the Architect agree that more extensive representation at the site than is described in Paragraph 2.6 shall be provided, the Architect shall provide one or more Project Representatives to assist the Architect in carrying out such responsibilities at the site.

2.7.2 Such Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefore as mutually agreed between the District and the Architect, as set forth in an exhibit appended to this Agreement, which shall describe the duties, responsibilities and limitations of authority of such Project Representatives.

2.7.3 Through the observations of such Project Representatives, the Architect shall endeavor to provide further protection for the District against defects and deficiencies in Work, but the furnishing of such Project representation shall not modify the rights, responsibilities or obligations of the Architect as described in Paragraph 2.6.

## 2.8 ADDITIONAL SERVICES

The following services are not included in Basic Services unless so identified in Article 15. They shall be provided if authorized or confirmed in writing by the District, and they shall be paid for by the District as provided in this Agreement, in addition to the compensation for Basic Services.

2.8.1 Providing analyses of the District's needs, and programming the requirements of the Project.

2.8.2 Providing financial feasibility or other special studies.

2.8.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

2.8.4 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.

2.8.5 Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the District.

2.8.6 Providing services in connection with alternative designs for cost estimating or bidding purposes.

2.8.7 Providing coordination of work performed by separate contractors or by the District's own forces.

2.8.8 Providing services in connection with the work of separate consultants, other than the District, retained by the District.

2.8.9 Providing services in connection with the work required for DSA certification of existing facilities not included in the project scope of work.

2.8.10 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

2.8.11 Providing services for planning tenant or rental spaces.

2.8.12 Making revisions in Drawings, Specifications or other documents 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 not solely within the control of the Architect.

2.8.13 Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders. If Basic Compensation is to be adjusted according to adjustments in Construction Cost, to the extent that any Change Order not required by causes solely within the control of the Architect results in an adjustment in the Basic Compensation not commensurate with the services required of the Architect, compensation shall be equitably adjusted.

2.8.14 Making investigations, surveys, valuations, inventories, detailed appraisals of existing facilities, and services required in connection with construction performed by the District.

2.8.15 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

2.8.16 Providing services made necessary by the failure of performance, the termination or default of the District; by default of a Contractor; by major defects or deficiencies in the Work of any Contractor; or by failure of performance of either the District or any Contractor under the Contracts for Construction.

2.8.17 Preparing a set of reproducible record drawings showing significant changes in Work made during construction based on marked-up prints, drawings and other data furnished to the Architect.

2.8.18 Providing extensive assistance in the utilization of any equipment or system such as

initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

2.8.19 Providing services after issuance to the District of the final Project Certificate for Payment, or in the absence of a final Project Certificate for Payment, more than sixty days after the Date of Substantial Completion of the Project.

2.8.20 Preparing to serve or serving as a witness in connection with any public hearing, arbitration proceeding or legal proceeding.

2.8.21 Providing services of consultants for other than the normal architectural, structural, mechanical, plumbing, electrical, civil engineering, and landscape architectural services for the Project.

2.8.22 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice. The Services of specialty consultants, such as, kitchen consultants, theatrical design consultant, lighting consultant, and acoustical engineer will be additional services to the basic fee contract.

**2.9 TIME**

2.9.1 The Architect shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect has submitted in Article 15 the project schedule for the performance of the Architect's services which shall be adjusted as required as the Project proceeds, and which shall include allowances for periods of time required for the District's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. The Architect shall consult with the District to coordinate the Architect's time schedule with the Project Schedule. This schedule, when approved by the District, shall not, except for reasonable cause, be exceeded by the Architect. In no event shall this Agreement continue beyond five (5) years following the date first above written, consistent with Education Code section 17596.

## ARTICLE 3 - THE DISTRICT'S RESPONSIBILITIES

3.1 The District shall review and confirm that the educational specifications prepared for the Project represents the desires and objectives of the district, including the detailed space program which shall set forth the District's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.

3.2 The District shall provide a budget for the Project based on consultation with the Architect and the District, which shall include contingencies for bidding, changes during construction and other costs which are the responsibility of the District. The District shall, at the request of the Architect, provide a statement of funds available for the Project and their source.

3.3 The District shall designate a representative authorized to act in the District's behalf with respect to the Project. The District, or such authorized representative, shall examine the documents submitted by the Architect and shall render decisions pertaining thereto

promptly to avoid unreasonable delay in the progress of the Architect's services.

3.4 The District may engage the services of a Construction Manager to manage the Project. If applicable, the Terms and Conditions of such Agreement will be furnished to the Architect and will not be modified without written consent of the Architect, which consent shall not be unreasonably withheld. Actions taken by the Construction Manager as agent of the District shall be the acts of the District, and the Architect shall not be responsible for them.

3.5 When requested and reasonable, the District shall furnish a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

3.6 The District shall furnish the services of soil engineers or other consultants when such services are deemed necessary by the Architect. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistively tests including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.

3.7 The District shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

3.8 The District shall furnish such legal, accounting and insurance counseling services as may be necessary for the Project, including such auditing services as the District may require to verify the Project Applications for Payment or to ascertain how or for what purposes the Contractors have used the monies paid by or on behalf of the District.

3.9 The services, information, surveys and reports required by Paragraphs 3.5 through 3.8, inclusive, shall be furnished at the District's expense, and the Architect shall be entitled to rely upon their accuracy and completeness.

3.10 If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the District to the Architect and the District.

3.11 The District shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and Work of the Contractors.

## ARTICLE 4 - CONSTRUCTION COST

### 4.1 DEFINITION

4.1.1 The term "construction cost" as used herein shall be deemed to mean the total of all the Contracts for the completion of the Work for which the Architect shall have prepared

complete working drawings and specifications acceptable to the District, together with the sum of all subsequent additions and deductions from the Contract prices by virtue of change orders approved by the District, less those additions to the Contract prices by virtue of negligent error, omission , or oversight on the part of the Architect. The cost of construction shall also include all general condition costs and/or all costs associated with purchase orders initiated by the District that are directly related to the construction of the Project. The cost of construction shall also include the Construction Managers compensation (fees and general conditions) for services, if applicable.

4.1.2 Construction cost shall not include the cost of the equipment furnished by the District except to the extent the Architect influenced the design of such equipment, furnishings, the cost of tests and surveys made at the District's expense, the cost of the Architect/engineer and the District's inspector's fees, the cost of plan check fees and permit fees, the cost of advertising and the cost of the District reproduced plans and specifications.

## 4.2 RESPONSIBILITY FOR CONSTRUCTION COST

4.2.1 The Architect, as a design professional familiar with the construction industry, shall assist the District in evaluating the District's Project budget and shall review the estimates of Construction Cost prepared by the District. It is recognized, however, that neither the Architect, nor the District has control over the cost of labor, materials or equipment, over the Contractors' methods of determining Bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that Bids or negotiated prices will not vary from the Project budget proposed, established or approved by the District, if any, or from the estimate of Construction Cost or other cost estimate or evaluation prepared by the District.

4.2.2 A Construction Cost shall be established as a condition of this Agreement. This Construction Cost has been defined in Article 15. The District will include a 10% contingencies for design, bidding and price escalation, and will consult with the Architect to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project, and to include in the Contract Documents alternate Bids to adjust the Construction Cost to the fixed limit. Any such fixed limit shall be increased in the amount of any increase in the Contract Sums occurring after the execution of the Contracts for Construction.

4.2.3 If Bids are not received within the time scheduled at the time the fixed limit of Construction Cost was established, due to causes beyond the Architect's control, any Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices in the construction industry between the originally scheduled date and the date on which Bids are received.

4.2.4 If the Construction Cost (adjusted as provided in Subparagraph 4.2.3) is exceeded by the sum of the lowest figures from bona fide Bids or negotiated proposals by more than 10% of the Construction Budget, plus the District's estimate of other elements of Construction Cost for the Project, the District shall (1) give written approval of an increase in such construction budget, (2) authorize rebidding or renegotiation of the Project or portions of the Project within a reasonable time, (3) if the Project is abandoned, terminate in accordance with Paragraph 13.2, or (4) cooperate in revising the Project scope and

quality as required to reduce the Construction Cost. In the case of item (4), the Architect shall modify the Drawings and Specifications as necessary to comply with the Construction Budget, without additional cost to the District if the Architect has concurred in the District's estimate of Construction Cost, but subject to compensation as an Additional Service under Subparagraph 2.8.11 if the Architect has not so concurred. The providing of such service shall be the limit of the Architect's responsibility arising from the establishment of such Construction Budget, and having done so, the Architect shall be entitled to compensation for all services performed in accordance with this Agreement, whether or not the Construction Phase is commenced.

## ARTICLE 5 - DIRECT PERSONNEL EXPENSE

5.1 Direct Personnel Expense is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

## ARTICLE 6 - REIMBURSABLE EXPENSES

6.1 Reimbursable Expenses as outlined in Exhibit "D" are in addition to the compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants which are reasonably and necessarily incurred by the Architect in the interest of the Project but are not included in the scope of basic services. Reimbursable items include the following:

6.1.1 Extraordinary transportation expenses in connection with the Project; out-of-town travel expenses incurred in connection with the Project; fees paid for securing approvals of authorities having jurisdiction over the Project.

6.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the Architect and the Architect's consultants.

6.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

6.1.4 If authorized in advance by the District, expense of overtime work requiring higher than regular rates.

6.1.5 Expense of renderings, models and mock-ups requested by the District.

6.1.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the District in excess of that normally carried by the Architect and the Architect's consultants.

## ARTICLE 7 - PAYMENTS TO THE ARCHITECT

### 7.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

7.1.1 An initial payment as set forth in Paragraph 17.1 is the minimum payment under this

Agreement.

7.1.2 Subsequent payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase of services, on the basis set forth in Article 15.

7.1.3 If and to the extent that the period initially established for the Construction Phase of the Project is exceeded or extended through no fault of the Architect, compensation for Basic Services required for such extended period of Administration of the Construction Contracts shall be computed as set forth in Paragraph 15.4.2 for Additional Services.

7.1.4 When compensation is based on a percentage of Construction Cost, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Subparagraph 15.2.2, based on (1) the lowest figures from bona fide Bids or negotiated proposals, or (2) if no such Bids or proposals are received, the most recent estimate of Construction Cost for such portions of the Project.

## 7.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

7.2.1 Payments on account of the Architect's Additional Services, as defined in Paragraph 2.8, and for Reimbursable Expenses, as defined in Article 6, shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

## 7.3 PAYMENTS WITHHELD

7.3.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of changes in Construction Cost other than those for which the Architect is held legally liable.

7.3.2 The District may withhold payment, in whole or in part, to the extent reasonably necessary to protect the District from damage for which the Architect is liable under the Agreement or state law. Failure by the District to deduct any sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses, or damages as determined by the District, incurred by the District for which the Architect is liable under the Agreement or state law. For instance, the District may withhold payment, in whole or in part, to such extent as may be necessary to protect the District from loss because of the acts or omissions protected under the indemnification provisions of this Agreement. Payments to the architect for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Architect shall not be withheld, postponed, or made contingent upon receipt by the District of offsetting reimbursement or credit from parties not within the Architect's reasonable control.

## 7.4 PROJECT SUSPENSION OR ABANDONMENT

7.4.1 The District has the absolute discretion to suspend or abandon all or any portion of the work on a School Facility and may do so upon written notice to the Architect. Upon notice of suspension or abandonment, the Architect shall discontinue any further action on a School Facility. Architect shall submit a final invoice for all services completed to date based upon the scope of the project and the most recently approved construction budget. If the entire work to be performed on a School Facility is abandoned, the parties shall each be relieved of the remaining executory obligations of the Agreement, as it relates to that School Facility, but shall not be relieved of any obligations arising prior to said abandonment or of obligations related to any other School Facility.

## ARTICLE 8 - ARCHITECT'S ACCOUNTING RECORDS

8.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the District or the District's authorized representative at mutually convenient times.

## ARTICLE 9 - OWNERSHIP AND USE OF DOCUMENTS

9.1 Pursuant to Section 17316 of the Education Code, all plans, specifications, original, or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, all estimates and all other documents prepared by the Architect pursuant to this Agreement are and shall remain the property of the District for purposes of repair, maintenance, renovation, modernization, or other purposes, only as they relate to this Project. Nothing in this Agreement shall preclude the District from using the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on the School Facility.

9.2 This Agreement shall not be construed to transfer or waive the Architect's copyrights over the documents specified in the Paragraph 9.1, including but not limited to, all common law, statutory, and other reserved rights, unless the Architect expressly transfers or waives these rights through this Agreement, including, but not limited to, a written addendum or amendment.

9.3 The District, as the sole District of all documents prepared for a School Facility, reserves the right to reuse all or part of those documents at its sole discretion for the construction of all or part of another school construction project constructed for the District. The District is not bound by this Agreement to employ the services of Architect who prepared these documents in the event they are reused on another project not covered by this agreement.

9.4 In the event the District elects to reuse documents prepared for a School Facility on another project not covered by this Agreement on another project without employing the services of the Architect who prepared those documents, the District agrees to require the new architect to assume any and all obligations for the reuse of the documents and process the same through the Division of the State Architect as the project architect. The District agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any claim, liability or cost arising out of the re-use or modification of the construction documents by the District or another Architect.

## ARTICLE 10 - INSURANCE AND INDEMNIFICATION

10.1 Prior to commencing performance under the Agreement, and continuing until all Services to be performed under this Agreement have been completed, the Architect shall, at its sole cost and expense, carry and maintain the insurance coverage's as set forth below. Evidence of such insurance shall be provided to the District by delivering copies of the policies or certificates of insurance setting forth the required coverage. The insurance required hereunder shall provide for the following coverage's and limits with companies properly licensed and satisfactory to the District:

10.1.1 Worker's Compensation and Employers Liability Insurance in Architect's name with limits of liability under the Employer's Liability of not less than $1,000.000.00 for bodily injury by accident; $1,000,000.00 per employee for bodily injury by disease; $1,000,000.00 for bodily injury by disease.

10.1.2 Commercial General Liability Insurance in the Architect's name, with bodily injury limits of not less that $1,000,000.0 each occurrence, and $2,000,000.00 in aggregate, and property damage limit of not less than $500,000.00. 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.

10.1.3 Automobile Liability Insurance with an Employer's Non-Districtship Liability Endorsement in Architect's name. Limits of liability shall not be less than $1,000,000.00 per person and $1,000,000.00 per accident for bodily injury, and $1,000,000.00 for property damage.

10.1.4 Professional Liability Insurance covering errors and omissions, with limits of liability of not less than $1,000,000.00.

10.2 The following additional specifications and stipulations shall apply to the policies providing the insurance coverage's required of Architect hereunder.

10.2.1 The Architect shall submit proof of the required insurance coverage's at the time of the execution of this Agreement.

10.2.2 The Architect shall assure that all such coverage's are in full force and effect during the time intervals hereafter stipulated. The initial inception date of all such coverage's shall be the date on which this Agreement is executed. The Professional Liability and all other coverage's (except for the Automobile Liability coverage) shall remain in effect for at least one (1) year after the date of final Completion of the Project and acceptance thereof by the District. The Automobile policy shall remain in effect until at least the date on which the Architect is paid in full under this Agreement. The Architect shall not take action, or omit to take any action that would suspend or invalidate any of the required coverage's during the time period they are required to be in affect.

10.2.3 With respect to all Worker's Compensation and Employee Liability coverage's required under this Article, the Architect shall cause such coverage's to be provided on a "primary" basis, regardless of the requirement that the District be named, for some purposes, as an additional insured on the policies of the

Architect and regardless of any other insurance the District may elect to purchase and maintain. Accordingly, no Worker's Compensation or Liability Coverage required of the Architect shall be subject to an "excess" or "pro rata" type of other insurance clauses, nor shall any such coverage be subject to any clause which would be contrary to the aforesaid intent of the parties.

10.2.4 No act or omission of any insurance agent or broker shall relieve Architect of any of its obligations under this Agreement. In the event that the Architect fails to acquire and maintain the insurance coverage's as provided herein, the District may procure the same and pay the premium therefore, in which case the cost shall be charged to the Architect or deducted from payments due the Architect hereunder.

10.3 Each policy required of the Architect hereunder shall be endorsed to require the insurer to give the District at least thirty (30) days' advance written notice of the insurers intention to: cancel, refuse to renew or otherwise terminate the policy; suspend or terminate any coverage under the policy; or otherwise alter any terms or conditions of the policy or of any renewal policy issued by the same Insurer.

10.4 In addition, the District may, at its option, require the Architect to provide additional Project insurance, provided the premiums for such insurance are reimbursed by the District and the District approves in advance, such additional insurance, the company issuing the same, the scope of the coverage thereof and the premiums therefore.

10.5 The Architect waives all its rights to subrogation against the District to the extent of any insurance recoveries that may be obtained by the Architect for damages caused by fire or other perils covered by insurance, except such rights as the Architect may have to proceeds of insurance held by the District or any other person as trustee on behalf of the Architect.

10.6.1 The Architect shall pay the cost of defense, indemnify and hold the District, its Governing Board, officers, employees and agents, free and harmless from and against any and all claims, demands, causes of action, costs, expenses, liabilities, losses or damages of any kind, in law or equity, arising out of any negligent acts, errors, and omissions, recklessness or willful misconduct of the Architect, its officials, officers, employees, subcontractors, consultants or agents in the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and reasonable attorneys' fees, expert witness fees and other related costs and expenses of defense. The Architect shall pay the cost of defense, with counsel of the District's choosing and at the Architect's own cost, expense, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its Governing Board, officers, employees and agents due to the negligent acts of the Architect. The Architect shall pay and satisfy any judgment, award or decree that may be rendered against the District, its Governing Board, officers, employees and agents in any such suits, actions or legal proceedings. The Architect shall reimburse the District, its Governing Board, officers, employees and agents for any and all legal expenses and costs, including expert witness fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Architect's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its Governing Board, officers, employees and agents.

## ARTICLE 11 - TERMINATION OF AGREEMENT

11.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

11.2 The District may suspend or terminate the Architect's services under this Agreement following fifteen (15) days written notice to the Architect because of the failure of Architect to satisfactorily perform or provide prompt, efficient or thorough service or if the Architect fails to complete its services or otherwise comply wit the terms of this Agreement. The District shall also have the right in its absolute discretion to terminate this Agreement in the event the District is not satisfied with the working relationship with the Architect and without cause following fifteen (15) days prior written notice from the District to the Architect.

11.3 The District has the absolute discretion to suspend or abandon all or any portion of the work on a School facility and may do so upon written notice to the Architect. Upon notice of suspension or abandonment, the Architect shall discontinue any further action on a School facility. If the entire work to be performed on a School Facility is abandoned, the parties shall each be relieved of the remaining executory obligations of the Agreement, as it relates to that School Facility, but shall not be relieved of any obligations arising prior to said abandonment or of obligations related to any other School Facility.

11.4 In the event the District terminates, abandons or suspends the work on a School Facility, there shall be due and payable within thirty (30) days following, the total amount paid to said Architect on the basic fee to an amount which bears the same proportion to the total basic fee as the amount of services performed or provided by the Architect prior to the time of such termination, suspension or abandonment of this Agreement bears to the entire services Architect is required to perform or provide for a School Facility. For the purposes of determining the ratio of the Services actually rendered to the total services necessary for the full performance of this Agreement, the division of work set forth in the payment schedule in Paragraph 15.2.2 shall be conclusively deemed to have the values corresponding to the amounts required to be paid by said progress payment schedule. In the event of termination due to a breach of this Agreement by the Architect, the compensation due the Architect upon termination shall be reduced by the amount of damages sustained by the District due to such breach.

11.5 Upon termination, abandonment or suspension, the Architect shall deliver to the District all preliminary studies, sketches, working drawing, specifications, computations and all other documents and matters completed by the Architect to which the District would have been entitled at the completion of the Architect's Services.

## ARTICLE 12 - MISCELLANEOUS PROVISIONS

12.1 Unless otherwise specified, this Agreement shall be governed by the laws of the State of California.

12.2 Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books records and files of the District and Architect connected with the performance to this Agreement shall be subject to the examination

and audit of the State Auditor of the State of California, at the request of the District or as part of any audit of the District, for a period of three (3) years after final payment is made under this Agreement. The Architect shall preserve and cause to be preserved such books, records and files for the audit period.

12.3 Unless exempted, the Architect shall comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of section 45125.1. To this end, the Architect and its consultants must provide for the completion of the certification form incorporated herein by reference prior to any of the Architect's employees, or those of any other consultants, coming into contact with the District's pupils.

## ARTICLE 13 - SUCCESSORS AND ASSIGNS

13.1 The District and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the District nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

## ARTICLE 14 - EXTENT OF AGREEMENT

14.1 This Agreement represents the entire and integrated agreement between the District and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and the Architect.

14.2 Nothing contained herein shall be deemed to create any contractual relationship between the Architect or any of the Contractors, Subcontractors or material suppliers on the Project; nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District or the Architect which does not otherwise exist without regard to this Agreement.

## ARTICLE 15 - BASIS OF COMPENSATION

The District shall compensate the Architect for the Scope of Services provided, in accordance with Article 4, Payments to the Architect, and the other Terms and Conditions of this Agreement, as follows:

**15.1** **AN INITIAL PAYMENT** of –ZERO- dollars ($0.00) shall be made upon execution of this Agreement and credited to the District's account as follows:

### 15.2 BASIC COMPENSATION FOR ARCHITECTURAL SERVICES

15.2.1 FOR BASIC SERVICES, as described in Paragraphs 2.1 through 2.6, and any other services included in Article 15 as part of Basic Services, Basic Compensation shall be computed as follows:

A fee for basic services shall be calculated based upon one of three methods:

a. A lump sum fee as defined in paragraph 15.3
b. Per new construction fee schedule Exhibit "B"
c. Per renovation/modernization fee schedule Exhibit "C"

It is understood and agreed to by all parties that the detailed definition of scope of work, schedule, and construction cost for the project outlined in Exhibit "A" represent the total services provided for the project. Should the District change the scope of work, schedule, or construction cost of the project the calculated fee would change based upon the increase work effort.

15.2.2 Compensation is based on a Percentage of Construction Cost or as a Lump Sum Fee, payments for Basic Services shall be made as provided in Subparagraph 6.1.2, so that Basic Compensation for each Phase shall equal the following percentages of the total Basic Compensation payable:

| | |
|---|---|
| Schematic Design Phase: | 15% |
| Design Development Phase: | 15% |
| Construction Documents Phase: | 40% |
| DSA Approval: | 5% |
| Bidding or Negotiation Phase: | 3% |
| Construction Phase: | 20% |
| Project DSA Close-Out | 2% |

**15.3 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES**, as described in Paragraph 2.7, compensation shall be computed separately in accordance with Subparagraph 2.7.2. The District agrees to pay the Architect compensation for such services beyond basic services as follows:
The personnel expense (Direct Personnel Expenses is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contribution and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits) incurred by the Architect in rendering services beyond basic services.

The calculated hourly rates are as follows:

| | |
|---|---|
| Principal Architect | $210.00 per hour |
| Project Manager/Director | $185.00 per hour |
| Project Designer | $170.00 per hour |
| Project Architect | $170.00 per hour |
| Senior Drafter | $145.00 per hour |
| Drafter | $ 95.00 per hour |
| Clerical | $ 75.00 per hour |
| Clerical Specification | $ 75.00 per hour |
| Construction Administration | $ 85.00 per hour |

*To be verified by timesheet audit

## 15.4 COMPENSATION FOR ADDITIONAL SERVICES

15.4.1 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Paragraph 2.8, and any other services included in Article 15 as part of Additional Services, but excluding Additional Services of consultants, compensation shall be computed using the same methodology indicated for services beyond basic services, as indicated in Paragraph 15.3.

15.4.2 FOR ADDITIONAL SERVICES OF SPECIALITY CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 2.8.20 or identified in Article 15 as part of Additional Services, a multiple of One Hundred Fifteen percent (115%) times the amounts billed to the Architect for such services.

15.5 FOR REIMBURSABLE EXPENSES, as described in Article 6, and any other items included in Article 16 as Reimbursable Expenses, a multiple of Ten percent (10%) times the amounts expended by the Architect, the Architect's employees and consultants in the interest of the Project, as referenced in Exhibit "D".

15.6 Payments due the Architect and unpaid under this Agreement shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

15.7 The District and the Architect agree in accordance with the Terms and Conditions of this Agreement that:

15.7.1 IF THE SCOPE of the Project or the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted.

15.7.2 IF THE SERVICES covered by this Agreement have not been completed within the time frame agreed upon, through no fault of the Architect, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.

This Agreement entered into as of the day and year first written above.

| DISTRICT | ARCHITECT |
|---|---|
| _____ | _____ |
| (Signature) (Date) | (Signature) (Date) |
| Terry Fluent<br>Director, Purchasing | Robert J. Hensley<br>Principal, Chairman, WLC Architects, Inc |

# EXHIBIT "A"
## ARCHITECTS SCOPE OF WORK, SCHEDULE, BUDGET, AND COMPENSATION

The Architect agrees to perform all of the basic services to include the Schematic Design Phase, Design Development Phase, Construction Document Phase, and Division of State Architect (DSA) Approval Phase and any Additional Services when authorized in advance in writing by the Districts authorized representative in accordance with the provisions hereinafter contained in this agreement.

Identified Projects:

A. DSA Closeout Assessment
   1. Barcelona Hills Elementary
   2. Viejo Elementary
   3. Crown Valley Elementary
   4. Del Obispo Elementary
   5. Carl Hankey Elementary

B. CNG Fueling Station

C. Other projects as needed

While the terms and conditions contained within the base agreement outline the general working relationship between the District and the Architect, the content of Exhibit "A" shall govern the specifics for this project.

CAPISTRANO
UNIFIED SCHOOL DISTRICT

# EXHIBIT "A"

## ARCHITECT'S FEE SCHEDULE

**Hourly rate:**

| *Personnel Classification* | *Hourly Rate* |
|---|---|
| Principal | $210 |
| Project Manager/Director | $185 |
| Project Designer | $170 |
| Project Architect | $170 |
| Senior Drafter | $145 |
| Drafter | $95 |
| Clerical | $75 |
| Clerical Specification | $75 |
| Construction Administration | $85 |

**The rates set forth in this Schedule "A" shall be valid and not increased during the life of this Agreement.**

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# EXHIBIT "B"
## NEW CONSTRUCTION FEE SCHEDULE

1. Compensation for New Construction Projects shall be initially based upon the following fee schedules. After the project scope of work has been finalized and the construction budget has been approved by the school board, the Architectural Compensation shall be converted to a lump sum fee. Regardless of the final bid amount the fee will not be increase unless the district require a change in the project scope of work.

ARCHITECT'S FEE SCHEDULE
(New Construction)

1. Nine percent (9%) of the first five hundred thousand dollars ($500,000.00) of computed cost.

2. Eight and one-half percent (8 1/2%) of the next five hundred thousand dollars ($500,000.00) of computed cost.

3. Eight percent (8%) of the next one million dollars ($1,000,000.00) of computed cost.

4. Seven percent (7%) of the next four million dollars ($4,000,000.00) of computed cost.

5. Six percent (6%) of the next four million dollars ($4,000,000.00) of computed cost.

6. Five percent (5%) of computed cost in excess of ten million dollars ($10,000,000.00).

7. Four percent (4%) on the cost of factory built portables. (Building cost only all other costs are included in calculation items (1) through (6) above.)

Computed cost equals the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the architect. Base fees shall be calculated utilizing the sum of all awarded prime contractor's bids and the construction manager's general conditions and professional fees for each uniquely advertised portion or phase plus Eighty Percent (80%) of the fee for any non-accepted additive alternate items.

# EXHIBIT "C"
## RENOVATION/MODERNIZATION FEE SCHEDULE

1. Compensation for Renovation/Modernization Projects shall be initially based upon the following fee schedules. After the project scope of work has been finalized and the construction budget has been approved by the school board, the Architectural Compensation shall be converted to a lump sum fee. Regardless of the final bid amount the fee will not be increase unless the district require a change in the project scope of work.

ARCHITECT'S FEE SCHEDULE
(Reconstruction/Modernization)

1. Twelve percent (12%) of the first five hundred thousand dollars ($500,000.00) of computed cost. ($60,000.00)

2. Eleven and one-half percent (11 1/2%) of the next five hundred thousand dollars ($500,000.00) of computed cost. ($57,500.00)

3. Eleven percent (11%) of the next one million dollars ($1,000,000.00) of computed cost. ($110,000.00)

4. Ten percent (10%) of the next four million dollars ($4,000,000.00) of computed cost. ($400,000.00)

5. Nine percent (9%) of the next four million dollars ($4,000,000.00) of computed cost. ($360,000.00)

6. Eight percent (8%) of the computed cost in excess of ten million dollars ($10,000,000.00).

Computed cost equals the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the architect. Base fees shall be calculated utilizing the sum of all awarded prime contractor's bids and the construction manager's general conditions and professional fees for each uniquely advertised portion or phase plus Eighty Percent (80%) of the fee for any non-accepted additive alternate items.

# EXHIBIT "D"
# REIMBURSABLE EXPENSES & SPECIALTY CONSULTANT EXPENSES

The Architect shall be reimbursed for certain services and costs necessary to perform the services set forth in the Agreement including, but not limited to:

Reimbursable Expenses:

1. Printing
2. Computer Scanning of Documents
3. Specialty Consultants Services Required for the Project
4. State and Local Applications
5. Travel Expenses (only for trips to Sacramento for OPSC/District meetings)

Example of Specialty Consultants:

1. Technology and Multi-Media Planning
2. Acoustical Design Standards
3. Food Services Designer
4. Theater/Lighting Design Consultant
5. Acoustical Engineer
6. Fire Sprinkler Engineer
7. Furniture and Equipment Specifications

The current projected total for all Reimbursable Expenses shall be based upon an initial lump sum budget of $5,000. Specialty Consultants budget shall be $0.00. Note that Specialty Consultants are defined as any additional consultants beyond the consultants included within the Basic Services per Article 2. All reimbursable expenses shall be invoiced at 110% of actual cost. The Architect=S Reimbursable Expenses for these services shall not time exceed 5% of the Project Construction Cost in accordance with previous Office of Public School Construction guidelines for General Conditions Costs. At the time the Schematic Design is completed compensation will be adjusted to match the final construction budget.

# Agreement
# ARCHITECTURAL SERVICES
# TERMS AND CONDITIONS
## Between

## CAPISTRANO UNIFIED SCHOOL DISTRICT
## &
## WLC ARCHITECTS, INC.

February 28, 2013

# Agreement
# ARCHITECTURAL SERVICES
# TERMS AND CONDITIONS
**Between**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**
**&**
**WLC ARCHITECTS, INC.**

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## ARTICLE 1 - GENERAL TERMS

"THIS AGREEMENT is made and entered into this 28th day of February, 2013, by and between WLC Architects, Inc. hereinafter referred to as "Architect", and the Capistrano Unified School District, hereinafter referred to as "District". This service agreement contract term will not exceed (5) years."

**1.1 Employment of Architect.** The Architect promises and agrees to furnish to the District all labor, materials, tools equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Architect shall be subject to the sole and discretionary approval of the District, which approval shall not be unreasonably withheld.

**1.2 Principal Architect; Key Personnel.** The Architect shall name a specific person to act as Principal Architect, subject to the approval of the District. The Architect hereby designates Robert J. Hensley, Principal, Chairman of the Board, WLC Architects, Inc. to act as the Principal Architect for the Project. The Principal Architect shall: (1) maintain oversight of the Project at all times; (2) have full authority to represent and act on behalf of the Architect for all purposes under this Agreement; (3) supervise and direct the Services using his best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with the District and all contractors, consultants, engineers and inspectors on the Project. Any change in the Principal Architect shall be subject to the District's prior written approval, which approval shall not be unreasonably withheld. The new Principal Architect shall be of at least equal competence as the prior Principal Architect. In the event that the District and Architect cannot agree as to the substitution of a new Project Architect, the District shall be entitled to terminate this Agreement.

In addition to the Principal Architect, the Architect has represented to the District that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, the Architect may substitute others of at least equal competence upon written approval of the District. In the event that the District and Architect cannot agree as to the substitution of key personnel, engineers or consultants, the District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers or consultants who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Architect at the request of the District. The Key additional personnel and consultants for performance of this Agreement are as follows:

**1.2.1** **Steve Stearns, Project Manager, WLC**
**1.2.2** **Betty Sabol, Project Architect, WLC**
**1.2.3** **Slade Johnson, Project Architect, WLC**
**1.2.4** **Harry Pranata, Design Team Member, WLC**
**1.2.5** **Cristina Co, Design Team Member, WLC**

1.2.6 **Jeff Tancharoen, Design Team Member, WLC**
1.2.7 **Don Rice, Technical Quality Control Coordinator, WLC**
1.2.8 **Ron Pregmon, Director of Planning, WLC**
1.2.9 **Bob Cram, Cost Estimator & Scheduler, WLCCS**
1.2.10 **John Simmons, Electrical Engineer, TTG**
1.2.11 **Rob Cronk, Mechanical & Plumbing Engineer, Design West Engineering**
1.2.12 **Rick Bryd, Structural Engineer, RM Byrd**
1.2.13 **Erick Potter, Civil Engineer**
1.2.14 **Doug Diggs, Landscape Architect**

**1.3 Hiring of Consultants and Personnel.**

**1.3.1 Right to Hire or Employ.** The Architect shall have the option, unless the District objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as the Architect may delegate without relieving Architect from administrative or other responsibility under this Agreement. The Architect shall be responsible for the coordination and cooperation of Architect's employees, architects, engineers, experts or other consultants. The Architect shall notify the District of the identity of all consultants in sufficient time prior to their commencement of work to allow the District to review their qualifications and object to their participation on the Project if necessary.

**1.3.2 Qualifications and License.** All architects, engineers, experts and other consultants retained by Architect in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

**1.3.3 Standards and Insurance.** All architects, engineers, experts and other consultants hired by Architect shall be required to meet the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the District in writing. Unless changes are approved in writing by the District, the Architect's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

**1.3.4 Assignments or Staff Changes.** The Architect shall promptly obtain written District approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Architect's consultants and staff shall be subject to approval by the District.

**1.4 Standard of Care.** The Architect shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be fully responsible to the District for any damages to the District resulting from the errors and omissions of the Architect's work as specified in the indemnification provision of this Agreement. The Architect represents and maintains that it is skilled in the professional calling necessary to perform the Services. The Architect shall provide employees, architects, engineers, experts and other consultants with sufficient skill and experience to perform the Services assigned to them. Finally, the Architect represents that it, its employees, architects, engineers, experts and other consultants have all licenses,

permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them, and that such licenses and approvals shall be maintained throughout the term of this agreement. Any employee or consultant who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a professional manner as described within this contract agreement, shall be promptly removed from the Project by the Architect and shall not be re-employed to perform any of the Services or to work on the Project

**1.5 Laws and Regulations.**

**1.5.1 Knowledge and Compliance.** The Architect shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Architect by law. The Architect shall be liable, pursuant to the indemnification provision of this Agreement, for all violations of such laws and regulations in connection with its Services. If Architect performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, the Architect shall be solely responsible for all costs arising there from. The Architect shall pay the cost of defense, indemnify and hold the District, its officials, officers, employees and agents free and harmless, resulting from the errors and omissions of the Architect and pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure to comply with such laws, rules or regulations.

**1.5.2 Drawings and Specifications.** The Architect shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, the California Education Code, Titles 19, 21 and 24 of the California Code of Regulations, and any requirements of the division of State Architect (including structural safety, fire/life safety and access compliance section), the State Department of Education and the California Department of General Services, in effect as of the time the drawings and specifications are prepared or revised. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services. The Architect shall cause the necessary copies of such drawings and specifications to be filed with any government bodies with approval jurisdiction over the Project, in accordance with the Services described in this Agreement.

**1.6 Renovation Projects -** The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to persons with disabilities. The District acknowledges that the requirement of the ADA will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, and ordinances and regulations as they apply to the Project(s). If the Architect is aware of conflicting interpretation of ADA, the Architect is required to bring conflicting interpretations of ADA requirements to the District's attention before the Architect applies their ADA interpretations to a project. The Architect, however, cannot and does not warrant or guarantee that the District's Project(s) will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project(s).

**1.7 New Construction Projects -** The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility that does not meet the accessibility and usability requirements of the ADA unless it can be demonstrated that it is structurally impractical to meet such requirements. The District understands that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, and ordinances and regulations as they apply to the Project(s). If the Architect is aware of conflicting interpretation of ADA, the Architect is required to bring conflicting interpretations of ADA requirements to the District's attention before the Architect applies their ADA interpretations to a project. The Architect, however, cannot and does not warrant or guarantee that the District's Project(s) will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project(s).

**1.8 Independent Contractor.** The District retains the Architect on an independent contractor basis and Architect is not an employee of the District. The Architect is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to the District's employees. Any additional personnel performing the Services under this Agreement on behalf of the Architect shall also not be employees of the District, and shall at all times be under the Architect's exclusive direction and control. The Architect shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. The Architect shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation.

## ARTICLE 2 - BASIC SERVICES

Article 2 is intended to define the services to be provided by the Architect as the Architect of Record. Unless modified by Article 15, the Architect's Basic Services shall be provided in conjunction with, and in reliance upon, the services of the District. They shall consist of the six Phases described in Paragraphs 2.1 through 2.6, inclusive, and include normal structural, mechanical, electrical, civil, and landscape architect/engineering services, and any other services included in Article 15 as part of Basic Services.

### 2.1 SCHEMATIC DESIGN PHASE

2.1.1 The Architect shall review the Educational Specifications to ascertain the requirements of the Project and shall review and confirm the understanding of these requirements and other design parameters with the District.

2.1.2 The Architect shall provide a preliminary evaluation of the Educational Specifications and the Project budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 4.2.1.

2.1.3 The Architect shall review with the District site use and improvements; selection of materials, building systems and equipment; construction methods and methods of Project delivery.

2.1.4 Based on the mutually agreed upon program and the Project budget requirements, the Architect shall prepare, for approval by the District, Schematic Design Documents and site utilization plans consisting of drawings, outline specifications and other documents showing the ultimate development at the site and the proposed architectural concept of the buildings, and showing in single line drawings all rooms incorporated in each building in the School Facility, and including any revisions that are required by the District.

2.1.5 At intervals appropriate to the progress of the Schematic Design Phase, the Architect shall provide schematic design studies for the District's review, which will be made so as to cause no delay to the Architect.

2.1.6 Upon completion of the Schematic Design Phase the Architect shall provide the drawings, outline specifications and other documents approved by the District for the District's use in preparing an estimate of Construction Cost.

**2.2 DESIGN DEVELOPMENT PHASE**

2.2.1 Based on the approved Schematic Design Documents and any adjustments authorized by the District in the program or the Project budget, the Architect shall prepare, for approval by the District, the Design Development Documents consisting of drawings, outline specifications and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate.

2.2.2 At intervals appropriate to the progress of the Design Development Phase, the Architect shall provide design development documents for the District's review, which will be made so as to cause no delay to the Architect.

2.2.3 Upon completion of the Design Development Phase, the Architect shall provide the District with drawings, outline specifications and other documents approved by the District for use in preparing a further estimate of Construction Cost, and shall assist the District in preparing such estimate of Construction Cost.

**2.3 CONSTRUCTION DOCUMENTS PHASE**

2.3.1 Based on the approved Design Development Documents, and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the District, the Architect shall prepare, for approval by the District, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.3.2 The Architect shall keep the District informed of any changes in requirements or in construction materials, systems or equipment as the Drawings and Specifications are developed so that the District can adjust the estimate of Construction Cost appropriately.

2.3.3 The Architect shall assist the District in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contracts, and the forms of Agreement between the District and the Contractors.

2.3.4 The Architect shall assist the District in connection with the District's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

## 2.4 DIVISION OF STATE ARCHITECT (DSA) APPROVAL PHASE

2.4.1 The Architect, following the District's approval of the Construction Documents and the latest estimate of Construction Cost, shall assist the District in obtaining approval from the Division of the State Architect (DSA).

## 2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the District's approval of the Construction Documents and the latest estimate of Construction Cost, shall assist the District in obtaining Bids or negotiated proposals by rendering interpretations and clarifications of the Drawings and Specifications in appropriate written form. The Architect shall assist the District in conducting pre-award conferences with successful Bidders. The Architect shall assist the District in investigating the competency of the bidders, and make to the District a recommendation of award of Contracts.

## 2.6 CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Construction Phase will commence with the award of the initial Contract for Construction and, together with the Architect's obligation to provide Basic Services under this Agreement, will end when final payment to all Contractors is due, or in the absence of a final Project Certificate for Payment or of such due date, sixty days after the Date of Substantial Completion of the Project whichever occurs first.

2.6.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect, in cooperation with the District, shall provide administration of the Contracts for Construction as set forth. The administration by the Architect shall be in addition to the continuous inspection by the District's inspector.

2.6.3 The Architect shall advise and consult with the District during the Construction Phase. All instructions to the Contractors shall be forwarded through the District. The Architect shall have authority to act on behalf of the District only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with Subparagraph 1.6.18.

2.6.4 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed by the Architect in writing, to become familiar with the progress and quality of Work and to determine if Work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of Work, but shall visit the Work at least once a week and promptly whenever requested to do so by the District or District's inspector. On the basis of such on-site observations as an architect, the Architect shall keep the District informed of the progress and quality of Work, and shall endeavor to guard the District against defects and deficiencies in Work of the Contractors.

2.6.5 The Architect shall not be responsible for, nor has control 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 Contractors' failure to carry out work in accordance with the Contract Documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the Contractors, Subcontractors, any of their agents or employees, or any other persons performing any work.

2.6.6 The Architect shall at all time have access to Work wherever it is in preparation or progress.

2.6.7 Based on the Architect's observations at the site, the recommendations of the District and an evaluation of the Project Application for Payment and most recent schedule of values submitted by the Contractors, the Architect shall determine the amounts owing to the Contractors and shall issue a Project Certificate for Payment in such amounts, as provided in the Contract Documents.

2.6.8 The issuance of a Project Certificate for Payment shall constitute a representation by the Architect to the District that, based on the Architect's observations at the site as provided on the data comprising the Project Application for Payment, Work has progressed to the point indicated; that, to the best of the Architect's knowledge, information and belief, the quality of Work is in accordance with the Contract Documents (subject to an evaluation of Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Project Certificate for Payment); and that the Contractors are entitled to payment in the amount certified. However, the issuance of a Project Certificate for Payment shall not be a representation that the Architect has made any examination to ascertain how or for what purpose the Contractors have used the monies paid on account of the Contract Sums. The Architect shall submit verified progress reports, as required, to the District and to the Division of the State Architect in compliance with Title 21 and Title 24 of the California Code of Regulations.

2.6.9 The Architect shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Contractors. The Architect shall render interpretations necessary for the proper execution or progress of Work, with reasonable promptness and in accordance with agreed upon time limits. The Architect shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the District and the Contractors relating to the execution or progress of Work or the interpretation of the Contract Documents.

2.6.10 All interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents, and shall be in writing or in graphic form. In the capacity of interpreter and judge, the Architect shall endeavor to secure faithful performance by the Contractors, shall not show partiality, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

2.6.11 The Architect's decision in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents. The Architect's decisions on any other claims, disputes or other matters, including those in question between the District and the Contractor(s), shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

2.6.12 The Architect shall have authority to reject Work which does not conform to the Contract Documents, and whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Architect shall have authority to require special inspection or testing of Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed; but the Architect shall take such action only after consultation with the District.

2.6.13 The Architect shall receive Contractors' submittals such as Shop Drawings, Product Data and Samples from the District and shall review and approve or take other appropriate action upon them, but only for conformance with the design concept of the Project and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.6.14 The Architect shall review and sign or take other appropriate action on Change Orders for the District's authorization in accordance with the Contract Documents.

2.6.15 The Architect shall have authority to order minor changes in Work not involving an adjustment in a Contract Sum or an extension of a Contract Time and which are not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order issued through the District.

2.6.16 The Architect, assisted by the District, shall conduct a final project review to determine the Dates of Substantial Completion and final completion and shall issue appropriate Project Certificates for Payment.

2.6.17 The Architect will forward to the District for the District's review written warranties and related documents assembled by the Contractors.

2.6.18 The extent of the duties, responsibilities and limitations of authority of the Architect as a representative of the District during construction shall not be modified or extended without the written consent of the Contractors, the Architect and the District, which consent shall not be unreasonably withheld.

2.6.19 Not later than sixty days after completion of construction, and before receipt of final payment, the architect shall review and forward the final working drawings and specifications, indicating on them all changes made by change orders or otherwise under the construction contract and all information called for on specifications, producing an "as-built" set of final working drawings which will show, among other things, the location of all concealed pipe, buried conduit runs, and other similar service elements within the School Facility, if applicable. The Architect shall review and certify that the drawings are a correct representation of the information supplied to it by the District's Inspector and the Contractors. As used herein, the work "certify" shall mean an

expression of the Architect's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Architect.

2.6.20 On approval by the District of the complete "as-built" drawings, the Architect shall forward to the District the complete set of original drawings corrected to "as-built" condition or a complete set of reproducible duplicate drawings. The tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

2.6.21 Prior to the receipt of the Architect's final payment, the Architect shall forward to the District one clear and legible set of reproductions of the computations, the original copy of the specifications, the "as-built" drawings, the final verified progress report pursuant to Title 21 of the California Code of Regulations, and the Architect's Certificate of Completion.

## 2.7 EXTENED CONSTRUCTION ADMINISTRATIVE SERVICES

2.7.1 If the District and the Architect agree that more extensive representation at the site than is described in Paragraph 2.6 shall be provided, the Architect shall provide one or more Project Representatives to assist the Architect in carrying out such responsibilities at the site.

2.7.2 Such Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefore as mutually agreed between the District and the Architect, as set forth in an exhibit appended to this Agreement, which shall describe the duties, responsibilities and limitations of authority of such Project Representatives.

2.7.3 Through the observations of such Project Representatives, the Architect shall endeavor to provide further protection for the District against defects and deficiencies in Work, but the furnishing of such Project representation shall not modify the rights, responsibilities or obligations of the Architect as described in Paragraph 2.6.

## 2.8 ADDITIONAL SERVICES

The following services are not included in Basic Services unless so identified in Article 15. They shall be provided if authorized or confirmed in writing by the District, and they shall be paid for by the District as provided in this Agreement, in addition to the compensation for Basic Services.

2.8.1 Providing analyses of the District's needs, and programming the requirements of the Project.

2.8.2 Providing financial feasibility or other special studies.

2.8.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

2.8.4 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.

2.8.5 Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the District.

2.8.6 Providing services in connection with alternative designs for cost estimating or bidding purposes.

2.8.7 Providing coordination of work performed by separate contractors or by the District's own forces.

2.8.8 Providing services in connection with the work of separate consultants, other than the District, retained by the District.

2.8.9 Providing services in connection with the work required for DSA certification of existing facilities not included in the project scope of work.

2.8.10 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

2.8.11 Providing services for planning tenant or rental spaces.

2.8.12 Making revisions in Drawings, Specifications or other documents 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 not solely within the control of the Architect.

2.8.13 Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders. If Basic Compensation is to be adjusted according to adjustments in Construction Cost, to the extent that any Change Order not required by causes solely within the control of the Architect results in an adjustment in the Basic Compensation not commensurate with the services required of the Architect, compensation shall be equitably adjusted.

2.8.14 Making investigations, surveys, valuations, inventories, detailed appraisals of existing facilities, and services required in connection with construction performed by the District.

2.8.15 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

2.8.16 Providing services made necessary by the failure of performance, the termination or default of the District; by default of a Contractor; by major defects or deficiencies in the Work of any Contractor; or by failure of performance of either the District or any Contractor under the Contracts for Construction.

2.8.17 Preparing a set of reproducible record drawings showing significant changes in Work made during construction based on marked-up prints, drawings and other data furnished to the Architect.

2.8.18 Providing extensive assistance in the utilization of any equipment or system such as

initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

2.8.19 Providing services after issuance to the District of the final Project Certificate for Payment, or in the absence of a final Project Certificate for Payment, more than sixty days after the Date of Substantial Completion of the Project.

2.8.20 Preparing to serve or serving as a witness in connection with any public hearing, arbitration proceeding or legal proceeding.

2.8.21 Providing services of consultants for other than the normal architectural, structural, mechanical, plumbing, electrical, civil engineering, and landscape architectural services for the Project.

2.8.22 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice. The Services of specialty consultants, such as, kitchen consultants, theatrical design consultant, lighting consultant, and acoustical engineer will be additional services to the basic fee contract.

**2.9 TIME**

2.9.1 The Architect shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect has submitted in Article 15 the project schedule for the performance of the Architect's services which shall be adjusted as required as the Project proceeds, and which shall include allowances for periods of time required for the District's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. The Architect shall consult with the District to coordinate the Architect's time schedule with the Project Schedule. This schedule, when approved by the District, shall not, except for reasonable cause, be exceeded by the Architect. In no event shall this Agreement continue beyond five (5) years following the date first above written, consistent with Education Code section 17596.

## ARTICLE 3 - THE DISTRICT'S RESPONSIBILITIES

3.1 The District shall review and confirm that the educational specifications prepared for the Project represents the desires and objectives of the district, including the detailed space program which shall set forth the District's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.

3.2 The District shall provide a budget for the Project based on consultation with the Architect and the District, which shall include contingencies for bidding, changes during construction and other costs which are the responsibility of the District. The District shall, at the request of the Architect, provide a statement of funds available for the Project and their source.

3.3 The District shall designate a representative authorized to act in the District's behalf with respect to the Project. The District, or such authorized representative, shall examine the documents submitted by the Architect and shall render decisions pertaining thereto

promptly to avoid unreasonable delay in the progress of the Architect's services.

3.4 The District may engage the services of a Construction Manager to manage the Project. If applicable, the Terms and Conditions of such Agreement will be furnished to the Architect and will not be modified without written consent of the Architect, which consent shall not be unreasonably withheld. Actions taken by the Construction Manager as agent of the District shall be the acts of the District, and the Architect shall not be responsible for them.

3.5 When requested and reasonable, the District shall furnish a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

3.6 The District shall furnish the services of soil engineers or other consultants when such services are deemed necessary by the Architect. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistively tests including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.

3.7 The District shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

3.8 The District shall furnish such legal, accounting and insurance counseling services as may be necessary for the Project, including such auditing services as the District may require to verify the Project Applications for Payment or to ascertain how or for what purposes the Contractors have used the monies paid by or on behalf of the District.

3.9 The services, information, surveys and reports required by Paragraphs 3.5 through 3.8, inclusive, shall be furnished at the District's expense, and the Architect shall be entitled to rely upon their accuracy and completeness.

3.10 If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the District to the Architect and the District.

3.11 The District shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and Work of the Contractors.

## ARTICLE 4 - CONSTRUCTION COST

### 4.1 DEFINITION

4.1.1 The term "construction cost" as used herein shall be deemed to mean the total of all the Contracts for the completion of the Work for which the Architect shall have prepared

complete working drawings and specifications acceptable to the District, together with the sum of all subsequent additions and deductions from the Contract prices by virtue of change orders approved by the District, less those additions to the Contract prices by virtue of negligent error, omission , or oversight on the part of the Architect. The cost of construction shall also include all general condition costs and/or all costs associated with purchase orders initiated by the District that are directly related to the construction of the Project. The cost of construction shall also include the Construction Managers compensation (fees and general conditions) for services, if applicable.

4.1.2 Construction cost shall not include the cost of the equipment furnished by the District except to the extent the Architect influenced the design of such equipment, furnishings, the cost of tests and surveys made at the District's expense, the cost of the Architect/engineer and the District's inspector's fees, the cost of plan check fees and permit fees, the cost of advertising and the cost of the District reproduced plans and specifications.

## 4.2 RESPONSIBILITY FOR CONSTRUCTION COST

4.2.1 The Architect, as a design professional familiar with the construction industry, shall assist the District in evaluating the District's Project budget and shall review the estimates of Construction Cost prepared by the District. It is recognized, however, that neither the Architect, nor the District has control over the cost of labor, materials or equipment, over the Contractors' methods of determining Bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that Bids or negotiated prices will not vary from the Project budget proposed, established or approved by the District, if any, or from the estimate of Construction Cost or other cost estimate or evaluation prepared by the District.

4.2.2 A Construction Cost shall be established as a condition of this Agreement. This Construction Cost has been defined in Article 15. The District will include a 10% contingencies for design, bidding and price escalation, and will consult with the Architect to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project, and to include in the Contract Documents alternate Bids to adjust the Construction Cost to the fixed limit. Any such fixed limit shall be increased in the amount of any increase in the Contract Sums occurring after the execution of the Contracts for Construction.

4.2.3 If Bids are not received within the time scheduled at the time the fixed limit of Construction Cost was established, due to causes beyond the Architect's control, any Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices in the construction industry between the originally scheduled date and the date on which Bids are received.

4.2.4 If the Construction Cost (adjusted as provided in Subparagraph 4.2.3) is exceeded by the sum of the lowest figures from bona fide Bids or negotiated proposals by more than 10% of the Construction Budget, plus the District's estimate of other elements of Construction Cost for the Project, the District shall (1) give written approval of an increase in such construction budget, (2) authorize rebidding or renegotiation of the Project or portions of the Project within a reasonable time, (3) if the Project is abandoned, terminate in accordance with Paragraph 13.2, or (4) cooperate in revising the Project scope and

quality as required to reduce the Construction Cost. In the case of item (4), the Architect shall modify the Drawings and Specifications as necessary to comply with the Construction Budget, without additional cost to the District if the Architect has concurred in the District's estimate of Construction Cost, but subject to compensation as an Additional Service under Subparagraph 2.8.11 if the Architect has not so concurred. The providing of such service shall be the limit of the Architect's responsibility arising from the establishment of such Construction Budget, and having done so, the Architect shall be entitled to compensation for all services performed in accordance with this Agreement, whether or not the Construction Phase is commenced.

## ARTICLE 5 - DIRECT PERSONNEL EXPENSE

5.1 Direct Personnel Expense is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

## ARTICLE 6 - REIMBURSABLE EXPENSES

6.1 Reimbursable Expenses as outlined in Exhibit "D" are in addition to the compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants which are reasonably and necessarily incurred by the Architect in the interest of the Project but are not included in the scope of basic services. Reimbursable items include the following:

6.1.1 Extraordinary transportation expenses in connection with the Project; out-of-town travel expenses incurred in connection with the Project; fees paid for securing approvals of authorities having jurisdiction over the Project.

6.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the Architect and the Architect's consultants.

6.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

6.1.4 If authorized in advance by the District, expense of overtime work requiring higher than regular rates.

6.1.5 Expense of renderings, models and mock-ups requested by the District.

6.1.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the District in excess of that normally carried by the Architect and the Architect's consultants.

## ARTICLE 7 - PAYMENTS TO THE ARCHITECT

### 7.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

7.1.1 An initial payment as set forth in Paragraph 17.1 is the minimum payment under this

Agreement.

7.1.2 Subsequent payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase of services, on the basis set forth in Article 15.

7.1.3 If and to the extent that the period initially established for the Construction Phase of the Project is exceeded or extended through no fault of the Architect, compensation for Basic Services required for such extended period of Administration of the Construction Contracts shall be computed as set forth in Paragraph 15.4.2 for Additional Services.

7.1.4 When compensation is based on a percentage of Construction Cost, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Subparagraph 15.2.2, based on (1) the lowest figures from bona fide Bids or negotiated proposals, or (2) if no such Bids or proposals are received, the most recent estimate of Construction Cost for such portions of the Project.

## 7.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

7.2.1 Payments on account of the Architect's Additional Services, as defined in Paragraph 2.8, and for Reimbursable Expenses, as defined in Article 6, shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

## 7.3 PAYMENTS WITHHELD

7.3.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of changes in Construction Cost other than those for which the Architect is held legally liable.

7.3.2 The District may withhold payment, in whole or in part, to the extent reasonably necessary to protect the District from damage for which the Architect is liable under the Agreement or state law. Failure by the District to deduct any sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses, or damages as determined by the District, incurred by the District for which the Architect is liable under the Agreement or state law. For instance, the District may withhold payment, in whole or in part, to such extent as may be necessary to protect the District from loss because of the acts or omissions protected under the indemnification provisions of this Agreement. Payments to the architect for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Architect shall not be withheld, postponed, or made contingent upon receipt by the District of offsetting reimbursement or credit from parties not within the Architect's reasonable control.

## 7.4 PROJECT SUSPENSION OR ABANDONMENT

7.4.1 The District has the absolute discretion to suspend or abandon all or any portion of the work on a School Facility and may do so upon written notice to the Architect. Upon notice of suspension or abandonment, the Architect shall discontinue any further action on a School Facility. Architect shall submit a final invoice for all services completed to date based upon the scope of the project and the most recently approved construction budget. If the entire work to be performed on a School Facility is abandoned, the parties shall each be relieved of the remaining executory obligations of the Agreement, as it relates to that School Facility, but shall not be relieved of any obligations arising prior to said abandonment or of obligations related to any other School Facility.

## ARTICLE 8 - ARCHITECT'S ACCOUNTING RECORDS

8.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the District or the District's authorized representative at mutually convenient times.

## ARTICLE 9 - OWNERSHIP AND USE OF DOCUMENTS

9.1 Pursuant to Section 17316 of the Education Code, all plans, specifications, original, or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, all estimates and all other documents prepared by the Architect pursuant to this Agreement are and shall remain the property of the District for purposes of repair, maintenance, renovation, modernization, or other purposes, only as they relate to this Project. Nothing in this Agreement shall preclude the District from using the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on the School Facility.

9.2 This Agreement shall not be construed to transfer or waive the Architect's copyrights over the documents specified in the Paragraph 9.1, including but not limited to, all common law, statutory, and other reserved rights, unless the Architect expressly transfers or waives these rights through this Agreement, including, but not limited to, a written addendum or amendment.

9.3 The District, as the sole District of all documents prepared for a School Facility, reserves the right to reuse all or part of those documents at its sole discretion for the construction of all or part of another school construction project constructed for the District. The District is not bound by this Agreement to employ the services of Architect who prepared these documents in the event they are reused on another project not covered by this agreement.

9.4 In the event the District elects to reuse documents prepared for a School Facility on another project not covered by this Agreement on another project without employing the services of the Architect who prepared those documents, the District agrees to require the new architect to assume any and all obligations for the reuse of the documents and process the same through the Division of the State Architect as the project architect. The District agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any claim, liability or cost arising out of the re-use or modification of the construction documents by the District or another Architect.

## ARTICLE 10 - INSURANCE AND INDEMNIFICATION

10.1 Prior to commencing performance under the Agreement, and continuing until all Services to be performed under this Agreement have been completed, the Architect shall, at its sole cost and expense, carry and maintain the insurance coverage's as set forth below. Evidence of such insurance shall be provided to the District by delivering copies of the policies or certificates of insurance setting forth the required coverage. The insurance required hereunder shall provide for the following coverage's and limits with companies properly licensed and satisfactory to the District:

10.1.1 Worker's Compensation and Employers Liability Insurance in Architect's name with limits of liability under the Employer's Liability of not less than $1,000.000.00 for bodily injury by accident; $1,000,000.00 per employee for bodily injury by disease; $1,000,000.00 for bodily injury by disease.

10.1.2 Commercial General Liability Insurance in the Architect's name, with bodily injury limits of not less that $1,000,000.0 each occurrence, and $2,000,000.00 in aggregate, and property damage limit of not less than $500,000.00. 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.

10.1.3 Automobile Liability Insurance with an Employer's Non-Districtship Liability Endorsement in Architect's name. Limits of liability shall not be less than $1,000,000.00 per person and $1,000,000.00 per accident for bodily injury, and $1,000,000.00 for property damage.

10.1.4 Professional Liability Insurance covering errors and omissions, with limits of liability of not less than $1,000,000.00.

10.2 The following additional specifications and stipulations shall apply to the policies providing the insurance coverage's required of Architect hereunder.

10.2.1 The Architect shall submit proof of the required insurance coverage's at the time of the execution of this Agreement.

10.2.2 The Architect shall assure that all such coverage's are in full force and effect during the time intervals hereafter stipulated. The initial inception date of all such coverage's shall be the date on which this Agreement is executed. The Professional Liability and all other coverage's (except for the Automobile Liability coverage) shall remain in effect for at least one (1) year after the date of final Completion of the Project and acceptance thereof by the District. The Automobile policy shall remain in effect until at least the date on which the Architect is paid in full under this Agreement. The Architect shall not take action, or omit to take any action that would suspend or invalidate any of the required coverage's during the time period they are required to be in affect.

10.2.3 With respect to all Worker's Compensation and Employee Liability coverage's required under this Article, the Architect shall cause such coverage's to be provided on a "primary" basis, regardless of the requirement that the District be named, for some purposes, as an additional insured on the policies of the

Architect and regardless of any other insurance the District may elect to purchase and maintain. Accordingly, no Worker's Compensation or Liability Coverage required of the Architect shall be subject to an "excess" or "pro rata" type of other insurance clauses, nor shall any such coverage be subject to any clause which would be contrary to the aforesaid intent of the parties.

10.2.4 No act or omission of any insurance agent or broker shall relieve Architect of any of its obligations under this Agreement. In the event that the Architect fails to acquire and maintain the insurance coverage's as provided herein, the District may procure the same and pay the premium therefore, in which case the cost shall be charged to the Architect or deducted from payments due the Architect hereunder.

10.3 Each policy required of the Architect hereunder shall be endorsed to require the insurer to give the District at least thirty (30) days' advance written notice of the insurers intention to: cancel, refuse to renew or otherwise terminate the policy; suspend or terminate any coverage under the policy; or otherwise alter any terms or conditions of the policy or of any renewal policy issued by the same Insurer.

10.4 In addition, the District may, at its option, require the Architect to provide additional Project insurance, provided the premiums for such insurance are reimbursed by the District and the District approves in advance, such additional insurance, the company issuing the same, the scope of the coverage thereof and the premiums therefore.

10.5 The Architect waives all its rights to subrogation against the District to the extent of any insurance recoveries that may be obtained by the Architect for damages caused by fire or other perils covered by insurance, except such rights as the Architect may have to proceeds of insurance held by the District or any other person as trustee on behalf of the Architect.

10.6.1 The Architect shall pay the cost of defense, indemnify and hold the District, its Governing Board, officers, employees and agents, free and harmless from and against any and all claims, demands, causes of action, costs, expenses, liabilities, losses or damages of any kind, in law or equity, arising out of any negligent acts, errors, and omissions, recklessness or willful misconduct of the Architect, its officials, officers, employees, subcontractors, consultants or agents in the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and reasonable attorneys' fees, expert witness fees and other related costs and expenses of defense. The Architect shall pay the cost of defense, with counsel of the District's choosing and at the Architect's own cost, expense, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its Governing Board, officers, employees and agents due to the negligent acts of the Architect. The Architect shall pay and satisfy any judgment, award or decree that may be rendered against the District, its Governing Board, officers, employees and agents in any such suits, actions or legal proceedings. The Architect shall reimburse the District, its Governing Board, officers, employees and agents for any and all legal expenses and costs, including expert witness fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Architect's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its Governing Board, officers, employees and agents.

## ARTICLE 11 - TERMINATION OF AGREEMENT

11.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

11.2 The District may suspend or terminate the Architect's services under this Agreement following fifteen (15) days written notice to the Architect because of the failure of Architect to satisfactorily perform or provide prompt, efficient or thorough service or if the Architect fails to complete its services or otherwise comply wit the terms of this Agreement. The District shall also have the right in its absolute discretion to terminate this Agreement in the event the District is not satisfied with the working relationship with the Architect and without cause following fifteen (15) days prior written notice from the District to the Architect.

11.3 The District has the absolute discretion to suspend or abandon all or any portion of the work on a School facility and may do so upon written notice to the Architect. Upon notice of suspension or abandonment, the Architect shall discontinue any further action on a School facility. If the entire work to be performed on a School Facility is abandoned, the parties shall each be relieved of the remaining executory obligations of the Agreement, as it relates to that School Facility, but shall not be relieved of any obligations arising prior to said abandonment or of obligations related to any other School Facility.

11.4 In the event the District terminates, abandons or suspends the work on a School Facility, there shall be due and payable within thirty (30) days following, the total amount paid to said Architect on the basic fee to an amount which bears the same proportion to the total basic fee as the amount of services performed or provided by the Architect prior to the time of such termination, suspension or abandonment of this Agreement bears to the entire services Architect is required to perform or provide for a School Facility. For the purposes of determining the ratio of the Services actually rendered to the total services necessary for the full performance of this Agreement, the division of work set forth in the payment schedule in Paragraph 15.2.2 shall be conclusively deemed to have the values corresponding to the amounts required to be paid by said progress payment schedule. In the event of termination due to a breach of this Agreement by the Architect, the compensation due the Architect upon termination shall be reduced by the amount of damages sustained by the District due to such breach.

11.5 Upon termination, abandonment or suspension, the Architect shall deliver to the District all preliminary studies, sketches, working drawing, specifications, computations and all other documents and matters completed by the Architect to which the District would have been entitled at the completion of the Architect's Services.

## ARTICLE 12 - MISCELLANEOUS PROVISIONS

12.1 Unless otherwise specified, this Agreement shall be governed by the laws of the State of California.

12.2 Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books records and files of the District and Architect connected with the performance to this Agreement shall be subject to the examination

and audit of the State Auditor of the State of California, at the request of the District or as part of any audit of the District, for a period of three (3) years after final payment is made under this Agreement. The Architect shall preserve and cause to be preserved such books, records and files for the audit period.

12.3 Unless exempted, the Architect shall comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of section 45125.1. To this end, the Architect and its consultants must provide for the completion of the certification form incorporated herein by reference prior to any of the Architect's employees, or those of any other consultants, coming into contact with the District's pupils.

## ARTICLE 13 - SUCCESSORS AND ASSIGNS

13.1 The District and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the District nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

## ARTICLE 14 - EXTENT OF AGREEMENT

14.1 This Agreement represents the entire and integrated agreement between the District and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and the Architect.

14.2 Nothing contained herein shall be deemed to create any contractual relationship between the Architect or any of the Contractors, Subcontractors or material suppliers on the Project; nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District or the Architect which does not otherwise exist without regard to this Agreement.

## ARTICLE 15 - BASIS OF COMPENSATION

The District shall compensate the Architect for the Scope of Services provided, in accordance with Article 4, Payments to the Architect, and the other Terms and Conditions of this Agreement, as follows:

**15.1** **AN INITIAL PAYMENT** of –ZERO- dollars ($0.00) shall be made upon execution of this Agreement and credited to the District's account as follows:

### 15.2 BASIC COMPENSATION FOR ARCHITECTURAL SERVICES

15.2.1 FOR BASIC SERVICES, as described in Paragraphs 2.1 through 2.6, and any other services included in Article 15 as part of Basic Services, Basic Compensation shall be computed as follows:

A fee for basic services shall be calculated based upon one of three methods:

a. A lump sum fee as defined in paragraph 15.3
b. Per new construction fee schedule Exhibit "B"
c. Per renovation/modernization fee schedule Exhibit "C"

It is understood and agreed to by all parties that the detailed definition of scope of work, schedule, and construction cost for the project outlined in Exhibit "A" represent the total services provided for the project. Should the District change the scope of work, schedule, or construction cost of the project the calculated fee would change based upon the increase work effort.

15.2.2 Compensation is based on a Percentage of Construction Cost or as a Lump Sum Fee, payments for Basic Services shall be made as provided in Subparagraph 6.1.2, so that Basic Compensation for each Phase shall equal the following percentages of the total Basic Compensation payable:

| | |
|---|---|
| Schematic Design Phase: | 15% |
| Design Development Phase: | 15% |
| Construction Documents Phase: | 40% |
| DSA Approval: | 5% |
| Bidding or Negotiation Phase: | 3% |
| Construction Phase: | 20% |
| Project DSA Close-Out | 2% |

**15.3 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES**, as described in Paragraph 2.7, compensation shall be computed separately in accordance with Subparagraph 2.7.2. The District agrees to pay the Architect compensation for such services beyond basic services as follows:
The personnel expense (Direct Personnel Expenses is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contribution and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits) incurred by the Architect in rendering services beyond basic services.

The calculated hourly rates are as follows:

| | |
|---|---|
| Principal Architect | $210.00 per hour |
| Project Manager/Director | $185.00 per hour |
| Project Designer | $170.00 per hour |
| Project Architect | $170.00 per hour |
| Senior Drafter | $145.00 per hour |
| Drafter | $ 95.00 per hour |
| Clerical | $ 75.00 per hour |
| Clerical Specification | $ 75.00 per hour |
| Construction Administration | $ 85.00 per hour |

*To be verified by timesheet audit

## 15.4 COMPENSATION FOR ADDITIONAL SERVICES

15.4.1 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Paragraph 2.8, and any other services included in Article 15 as part of Additional Services, but excluding Additional Services of consultants, compensation shall be computed using the same methodology indicated for services beyond basic services, as indicated in Paragraph 15.3.

15.4.2 FOR ADDITIONAL SERVICES OF SPECIALITY CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 2.8.20 or identified in Article 15 as part of Additional Services, a multiple of One Hundred Fifteen percent (115%) times the amounts billed to the Architect for such services.

15.5 FOR REIMBURSABLE EXPENSES, as described in Article 6, and any other items included in Article 16 as Reimbursable Expenses, a multiple of Ten percent (10%) times the amounts expended by the Architect, the Architect's employees and consultants in the interest of the Project, as referenced in Exhibit "D".

15.6 Payments due the Architect and unpaid under this Agreement shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

15.7 The District and the Architect agree in accordance with the Terms and Conditions of this Agreement that:

15.7.1 IF THE SCOPE of the Project or the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted.

15.7.2 IF THE SERVICES covered by this Agreement have not been completed within the time frame agreed upon, through no fault of the Architect, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.

This Agreement entered into as of the day and year first written above.

| DISTRICT | ARCHITECT |
|---|---|
| _____ | _____ |
| (Signature) (Date) | (Signature) (Date) |
| Terry Fluent<br>Director, Purchasing | Robert J. Hensley<br>Principal, Chairman, WLC Architects, Inc |

# EXHIBIT "A"
## ARCHITECTS SCOPE OF WORK, SCHEDULE, BUDGET, AND COMPENSATION

The Architect agrees to perform the basic scope of services as define in the attached proposal letter. While the terms and conditions contained within the base agreement outline the general working relationship between the District and the Architect, the content of Exhibit "A" shall govern the specifics for this project.

Exhibit "A"

WLC Architects, Inc.

George M. Wiens, AIA • Robert J. Hensley, AIA • James P. DiCamillo, AIA • Glenn Ueda, AIA
Max Medina, AIA • Kelley Needham, AIA • Kevin A. MacQuarrie, AIA • Mark Graham, AIA
Bill Louie, AIA • Leopold Ray-Lynch, AIA

January 24, 2013

Mr. John G. Forney
Executive Director Facilities, Maintenance and Operations
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675-4859

Re: Fee Proposal for Architectural/Engineering Services
Lunch Pavilion and Music Plaza
Capistrano Valley High School

Dear John:

WLC Architects, Inc. is pleased to submit a proposal to provide architectural/engineering services for the lunch pavilion and music plaza to be located at the Capistrano Valley High School. As requested, we have prepared a description of the scope and a cost estimate (attached) for the District and School Board to review.

I. Three PC approved Lunch Shelters and Site work

a. The proposal is based on the sketch provided by EDENCO on September 7, 2012 (attached).

b. Two lunch shelters are to be located on the second floor level which requires site grading and retaining walls. The third lunch shelter will be located on the ground level adjacent to the new Performing Arts Building in the area that is currently designated for landscape.

c. The estimate does include palm tree planters or 24" high raised stage as shown on EDENCO's sketches.

d. Construction Budget:

i. The total construction budget is based on the available information and possible issues that may arise with a renovation type project. We have included contingencies to allow for some unforeseen conditions that may be found on site.

ii. The total construction cost budget for the above scope plus contingency is $ 1,092,127.

iii. The total soft cost for the project including contingency is $339,053.

8163 Rochester Avenue, Suite 100, Rancho Cucamonga, California 91730 ph: 909 987 0909 fax: 909 980 9980
www.wlcarchitects.com

iv. The total project budget would therefore be **$ 1,432,101.**

The scope as described does not include any additional work that DSA may decide to add.

Please do not hesitate to contact me if you have any questions.

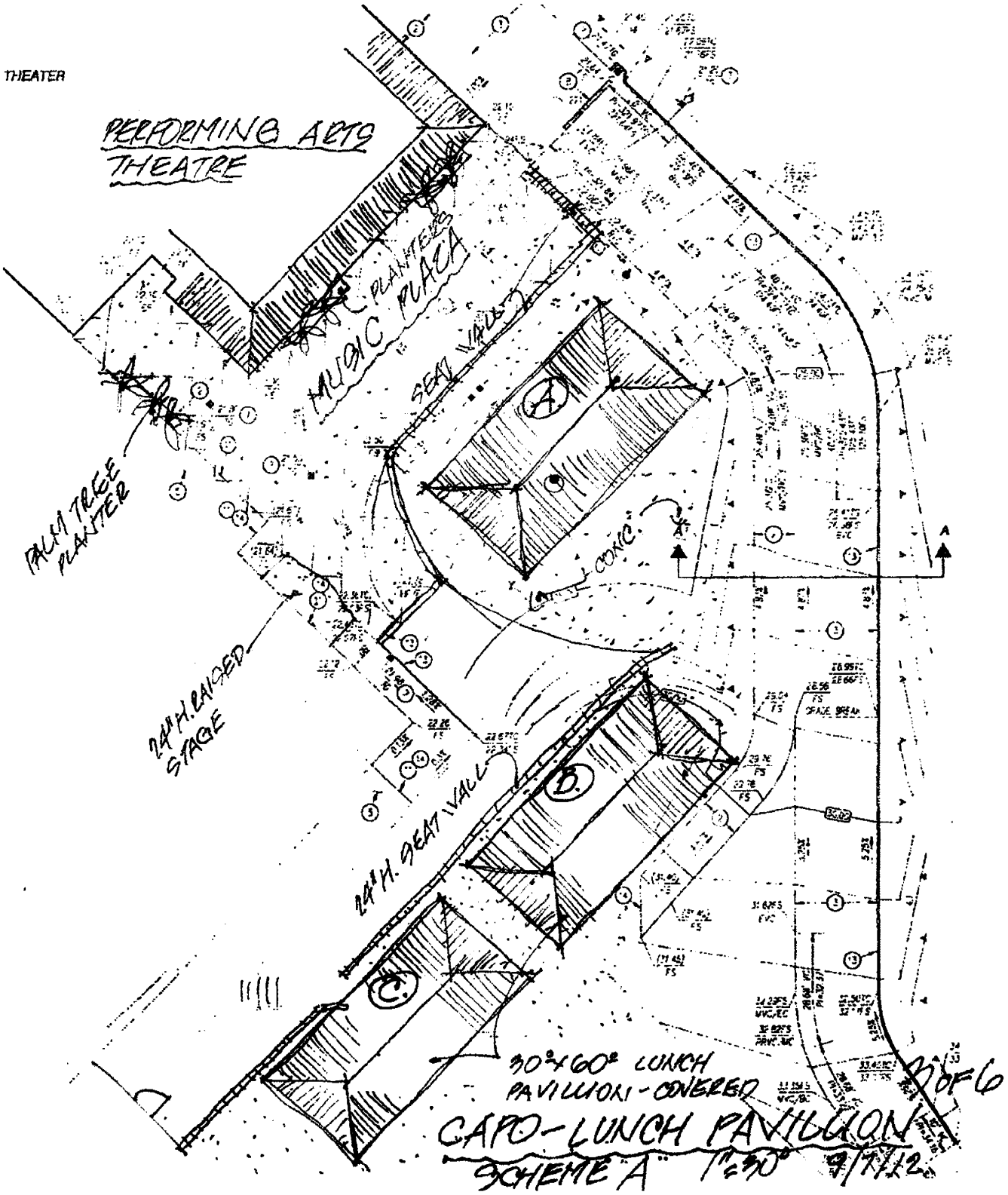
Sincerely,

ELIZABETH SABOL
Architect, AIA
LEED™ AP BC +C
Associate

BS:rg\12118R-mkt

Enc: Sketch by EDENCO dated September 7, 2012
Estimate of Probable Cost

cc: Robert J. Hensley, Architect, AIA, LEED™ AP, Chairman, Principal, WLC Architects, Inc.
Nanette Piccini, Director, Accounting, Associate, WLC Architects, Inc.


THEATER
PERFORMING ARTS THEATRE
PLANTERS
MUSIC PLAZA
SEAT WALL
A
PALM TREE PLANTER
CONC.
24"H. RAISED STAGE
D.
24"H. SEAT WALL
C.
30'x60' LUNCH PAVILLION - COVERED
1 OF 6
CAPO - LUNCH PAVILLION
SCHEME A
1"=30'
9/7/12

CAPISTRANO UNIFIED SCHOOL DISTRICT

WLC Architects, Inc.

# CAPISTRANO VALLEY HS LUNCH SHELTERS

## THREE PC APPROVED SHELTERS AND SITE WORK

January 24, 2013

| | | Percent Factor | Percent Project | Budgeted Amount | Estimated OPSC Funding |
|---|---|---|---|---|---|
| **A.** | **ESTIMATED CONSTRUCTION (HARD) COSTS** | | | | |
| 1 | (3) 30' x 60' PC Approved Lunch Shelters | | | $ 243,000 | |
| 2 | Ceiling Lights/Power @ Shade Shelter | | | $ 64,800 | |
| 3 | Lunch Shelter Footings | | | $ 60,000 | |
| 4 | Landscape | | | $ 25,000 | |
| 5 | Site revisions | | | $ 10,000 | State Grants |
| 6 | **Subtotal:** | | | **$ 402,800** | $ - |
| 7 | Site Development | | | $ 230,000 | $ - |
| 8 | Storm Drain Boxes Tie-in | | | $ 22,000 | $ - |
| 9 | Retaining Wall and Seating | | | $ 194,400 | $ - |
| 10 | Site Lighting | | | $ 75,000 | $ - |
| 11 | **Subtotal:** | | | **$ 521,400** | |
| 12 | **Available for Construction (Prime Contractor Bids)** | | **64.5%** | **$ 924,200** | $ - |
| 13 | Construction Estimate Contingency | 5.0% | | $ 46,210 | |
| 14 | **Subtotal:** | | **67.8%** | **$ 970,410** | |
| 15 | CM's or GC's General Conditions Costs | 6.0% | | $ 55,452 | |
| 16 | **Subtotal:** | | **71.6%** | **$ 1,025,862** | |
| 17 | CM's or CG's Fees | 6.0% | | $55,452 | |
| 18 | ***BID CONTINGENCY*** (Escalation) | 1.0% | | $ 10,813 | |
| 19 | **TOTAL ESTIMATED CONSTRUCTION COST:** | | **76.3%** | **$ 1,092,127** | |
| **B.** | **ESTIMATED PROJECT (SOFT) COSTS** | | | | |
| 20 | Site Surveys / Topos | lump sum | | $ - | $ - |
| 21 | Site Geotech / Soil Borings | lump sum | | $ - | $ - |
| 22 | Furniture, Fixtures, Equipment (FFE) Allowance | lump sum | | $ - | $ - |
| 23 | Architect/Engineer Fees | 10.99% | | $ 120,000 | |
| 24 | Construction Manager | 10.99% | | $ 120,000 | |
| 25 | DSA Plancheck Fees | 0.83% | | $ 9,053 | |
| 26 | CDE Project Review Fees | 0.07% | | $ - | |
| 27 | DTSC/HAZMAT Environmental Consultant/Fees | 0.35% | | $ - | $ - |
| 28 | CEQA Consultant | 1.00% | | $ - | |
| 29 | Utility City/County Fees & Inspections | lump sum | | $ - | |
| 30 | DSA Inspector of Record | 6.87% | | $ 75,000 | |
| 31 | Special Inspection + Materials Testing | | | $ - | |
| 32 | Labor Compliance Program Administration | | | $ - | $ - |
| 33 | Bidding / Reimbursable | 0.46% | | $ 5,000 | |
| 34 | ***Subtotal:*** | | **23.0%** | **$ 329,053** | $ - |
| 35 | ***PROJECT CONTINGENCY*** (District reserve added cost) | 1.00% | | **$ 10,921** | |
| 36 | **TOTAL ESTIMATED SOFT COST:** | | **23.7%** | **$ 339,974** | |
| 37 | | | | | |
| 38 | **TOTAL ESTIMATED PROJECT BUDGET:** | | | **$ 1,432,101** | |
| 39 | **PROJECT ELIGIBILITY (OPSC APPROVED):** | | | $ - | |
| 40 | **DISTRICT LOCAL FUNDING:** | | | **$ 1,432,101** | |
| 41 | **TOTAL AVAILABLE FUNDING:** | | | **$ 1,432,101** | |

PREPARED BY ARCHITECT: APPROVED BY DISTRICT:

X X

Page 1 of 1

Exhibit "A"

# Capistrano Valley High School - Lunch Pavilions

## Architectural & Engineering Design Services

### Fee Matrix

Firm: WLC Architects, Inc.
Date: 10-Jan-13

| Discipline | Sub-Categories | | February 2013 Design Phase | | March 2013 Const. Documents | | April 2013 Const. Documents | | May 2013 DSA Submittal | | June 2013 DSA Approval | | July 2013 Bidding Phase | | August 2013 Contract Award | | September 2013 Const. Administration | | October 2013 Const. Administration | | November 2013 Const. Administration | | Totals: | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Architectural | WLC Architects, Inc. | Rates | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost | Hrs. | Cost |
| | Principal Architect | $ 210.00 | 4 | $ 840.00 | 4 | $ 840.00 | 4 | $ 840.00 | 4 | $ 840.00 | 4 | $ 840.00 | 4 | $ 840.00 | 4 | $ 840.00 | 4 | $ 840.00 | 4 | $ 840.00 | 4 | $ 840.00 | 4 | $ 8,400.00 |
| | Project Architect/Manager | $ 170.00 | 40 | $ 6,800.00 | 32 | $ 5,440.00 | 32 | $ 5,440.00 | 16 | $ 2,720.00 | 12 | $ 2,040.00 | 12 | $ 2,040.00 | 8 | $ 1,360.00 | 40 | $ 6,800.00 | 40 | $ 6,800.00 | 40 | $ 6,800.00 | 40 | $ 46,240.00 |
| | Tech Level 1 | $ 95.00 | 80 | $ 7,600.00 | 60 | $ 5,700.00 | 60 | $ 5,700.00 | 24 | $ 2,280.00 | 24 | $ 2,280.00 | 24 | $ 2,280.00 | 2 | $ 190.00 | 20 | $ 1,900.00 | 20 | $ 1,900.00 | 20 | $ 1,900.00 | 20 | $ 31,730.00 |
| | Tech Recourses | $ 75.00 | 6 | $ 450.00 | 6 | $ 450.00 | 6 | $ 450.00 | 4 | $ 300.00 | 4 | $ 300.00 | 2 | $ 150.00 | 2 | $ 150.00 | 2 | $ 150.00 | 2 | $ 150.00 | 2 | $ 150.00 | 2 | $ 2,700.00 |
| Structural | KB Leung | $ 165.00 | 12 | $ 1,980.00 | 12 | $ 1,980.00 | 12 | $ 1,980.00 | 4 | $ 660.00 | 6 | $ 990.00 | 4 | $ 660.00 | | $ - | 4 | $ 660.00 | 4 | $ 660.00 | 4 | $ 660.00 | 4 | $ 10,230.00 |
| Civil | Epic Engineering | $ 155.00 | 20 | $ 3,100.00 | 14 | $ 2,170.00 | 14 | $ 2,170.00 | 3 | $ 465.00 | 3 | $ 465.00 | 2 | $ 310.00 | | $ - | 2 | $ 310.00 | 2 | $ 310.00 | 2 | $ 310.00 | 2 | $ 9,610.00 |
| Electrical | TTG | $ 145.00 | 8 | $ 1,160.00 | 10 | $ 1,450.00 | 10 | $ 1,450.00 | 4 | $ 580.00 | 2 | $ 290.00 | 2 | $ 290.00 | | $ - | 2 | $ 290.00 | 2 | $ 290.00 | 2 | $ 290.00 | 2 | $ 6,090.00 |
| Landscape | IDG | $ 150.00 | 4 | $ 600.00 | 6 | $ 900.00 | 6 | $ 900.00 | 2 | $ 300.00 | 2 | $ 300.00 | 2 | $ 300.00 | | $ - | 4 | $ 600.00 | 4 | $ 600.00 | 4 | $ 600.00 | 4 | $ 5,100.00 |
| | **Total Lump Sum Fix Fee:** | | | **$ 22,530.00** | | **$ 18,930.00** | | **$ 18,930.00** | | **$ 8,145.00** | | **$ 7,595.00** | | **$ 6,870.00** | | **$ 2,540.00** | | **$ 11,550.00** | | **$ 11,550.00** | | **$ 11,550.00** | **78** | **$ 120,100.00** |

# EXHIBIT "B"
## NEW CONSTRUCTION FEE SCHEDULE

1. Compensation for New Construction Projects shall be initially based upon the following fee schedules. After the project scope of work has been finalized and the construction budget has been approved by the school board, the Architectural Compensation shall be converted to a lump sum fee. Regardless of the final bid amount the fee will not be increase unless the district require a change in the project scope of work.

ARCHITECT'S FEE SCHEDULE
(New Construction)

1. Nine percent (9%) of the first five hundred thousand dollars ($500,000.00) of computed cost.

2. Eight and one-half percent (8 1/2%) of the next five hundred thousand dollars ($500,000.00) of computed cost.

3. Eight percent (8%) of the next one million dollars ($1,000,000.00) of computed cost.

4. Seven percent (7%) of the next four million dollars ($4,000,000.00) of computed cost.

5. Six percent (6%) of the next four million dollars ($4,000,000.00) of computed cost.

6. Five percent (5%) of computed cost in excess of ten million dollars ($10,000,000.00).

7. Four percent (4%) on the cost of factory built portables. (Building cost only all other costs are included in calculation items (1) through (6) above.)

Computed cost equals the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the architect. Base fees shall be calculated utilizing the sum of all awarded prime contractor's bids and the construction manager's general conditions and professional fees for each uniquely advertised portion or phase plus Eighty Percent (80%) of the fee for any non-accepted additive alternate items.

# EXHIBIT "C"
## RENOVATION/MODERNIZATION FEE SCHEDULE

1. Compensation for Renovation/Modernization Projects shall be initially based upon the following fee schedules. After the project scope of work has been finalized and the construction budget has been approved by the school board, the Architectural Compensation shall be converted to a lump sum fee. Regardless of the final bid amount the fee will not be increase unless the district require a change in the project scope of work.

ARCHITECT'S FEE SCHEDULE
(Reconstruction/Modernization)

1. Twelve percent (12%) of the first five hundred thousand dollars ($500,000.00) of computed cost. ($60,000.00)

2. Eleven and one-half percent (11 1/2%) of the next five hundred thousand dollars ($500,000.00) of computed cost. ($57,500.00)

3. Eleven percent (11%) of the next one million dollars ($1,000,000.00) of computed cost. ($110,000.00)

4. Ten percent (10%) of the next four million dollars ($4,000,000.00) of computed cost. ($400,000.00)

5. Nine percent (9%) of the next four million dollars ($4,000,000.00) of computed cost. ($360,000.00)

6. Eight percent (8%) of the computed cost in excess of ten million dollars ($10,000,000.00).

Computed cost equals the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the architect. Base fees shall be calculated utilizing the sum of all awarded prime contractor's bids and the construction manager's general conditions and professional fees for each uniquely advertised portion or phase plus Eighty Percent (80%) of the fee for any non-accepted additive alternate items.

# EXHIBIT "D"
# REIMBURSABLE EXPENSES & SPECIALTY CONSULTANT EXPENSES

The Architect shall be reimbursed for certain services and costs necessary to perform the services set forth in the Agreement including, but not limited to:

Reimbursable Expenses:

1. Printing
2. Computer Scanning of Documents
3. Specialty Consultants Services Required for the Project
4. State and Local Applications
5. Travel Expenses (only for trips to Sacramento for OPSC/District meetings)

Example of Specialty Consultants:

1. Technology and Multi-Media Planning
2. Acoustical Design Standards
3. Food Services Designer
4. Theater/Lighting Design Consultant
5. Acoustical Engineer
6. Fire Sprinkler Engineer
7. Furniture and Equipment Specifications

The current projected total for all Reimbursable Expenses shall be based upon an initial lump sum budget of $5,000. Specialty Consultants budget shall be $0.00. Note that Specialty Consultants are defined as any additional consultants beyond the consultants included within the Basic Services per Article 2. All reimbursable expenses shall be invoiced at 110% of actual cost. The Architect=S Reimbursable Expenses for these services shall not time exceed 5% of the Project Construction Cost in accordance with previous Office of Public School Construction guidelines for General Conditions Costs. At the time the Schematic Design is completed compensation will be adjusted to match the final construction budget.

# Agreement
# ARCHITECTURAL SERVICES
# TERMS AND CONDITIONS
## Between

## CAPISTRANO UNIFIED SCHOOL DISTRICT
## &
## WLC ARCHITECTS, INC.

February 14, 2013

# Agreement
# ARCHITECTURAL SERVICES
# TERMS AND CONDITIONS
**Between**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**
**&**
**WLC ARCHITECTS, INC.**

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## ARTICLE 1 - GENERAL TERMS

"THIS AGREEMENT is made and entered into this 14th day of February, 2013, by and between WLC Architects, Inc. hereinafter referred to as "Architect", and the Capistrano Unified School District, hereinafter referred to as "District". This service agreement contract term will not exceed (5) years."

**1.1 Employment of Architect.** The Architect promises and agrees to furnish to the District all labor, materials, tools equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Architect shall be subject to the sole and discretionary approval of the District, which approval shall not be unreasonably withheld.

**1.2 Principal Architect; Key Personnel.** The Architect shall name a specific person to act as Principal Architect, subject to the approval of the District. The Architect hereby designates Robert J. Hensley, Principal, Chairman of the Board, WLC Architects, Inc. to act as the Principal Architect for the Project. The Principal Architect shall: (1) maintain oversight of the Project at all times; (2) have full authority to represent and act on behalf of the Architect for all purposes under this Agreement; (3) supervise and direct the Services using his best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with the District and all contractors, consultants, engineers and inspectors on the Project. Any change in the Principal Architect shall be subject to the District's prior written approval, which approval shall not be unreasonably withheld. The new Principal Architect shall be of at least equal competence as the prior Principal Architect. In the event that the District and Architect cannot agree as to the substitution of a new Project Architect, the District shall be entitled to terminate this Agreement.

In addition to the Principal Architect, the Architect has represented to the District that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, the Architect may substitute others of at least equal competence upon written approval of the District. In the event that the District and Architect cannot agree as to the substitution of key personnel, engineers or consultants, the District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers or consultants who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Architect at the request of the District. The Key additional personnel and consultants for performance of this Agreement are as follows:

**1.2.1** **Steve Stearns, Project Manager, WLC**
**1.2.2** **Betty Sabol, Project Architect, WLC**
**1.2.3** **Slade Johnson, Project Architect, WLC**
**1.2.4** **Harry Pranata, Design Team Member, WLC**
**1.2.5** **Cristina Co, Design Team Member, WLC**

1.2.6 **Jeff Tancharoen, Design Team Member, WLC**
1.2.7 **Don Rice, Technical Quality Control Coordinator, WLC**
1.2.8 **Ron Pregmon, Director of Planning, WLC**
1.2.9 **Bob Cram, Cost Estimator & Scheduler, WLCCS**
1.2.10 **John Simmons, Electrical Engineer, TTG**
1.2.11 **Rob Cronk, Mechanical & Plumbing Engineer, Design West Engineering**
1.2.12 **Rick Bryd, Structural Engineer, RM Byrd**
1.2.13 **Erick Potter, Civil Engineer**
1.2.14 **Doug Diggs, Landscape Architect**

**1.3 Hiring of Consultants and Personnel.**

**1.3.1 Right to Hire or Employ.** The Architect shall have the option, unless the District objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as the Architect may delegate without relieving Architect from administrative or other responsibility under this Agreement. The Architect shall be responsible for the coordination and cooperation of Architect's employees, architects, engineers, experts or other consultants. The Architect shall notify the District of the identity of all consultants in sufficient time prior to their commencement of work to allow the District to review their qualifications and object to their participation on the Project if necessary.

**1.3.2 Qualifications and License.** All architects, engineers, experts and other consultants retained by Architect in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

**1.3.3 Standards and Insurance.** All architects, engineers, experts and other consultants hired by Architect shall be required to meet the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the District in writing. Unless changes are approved in writing by the District, the Architect's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

**1.3.4 Assignments or Staff Changes.** The Architect shall promptly obtain written District approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Architect's consultants and staff shall be subject to approval by the District.

**1.4 Standard of Care.** The Architect shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be fully responsible to the District for any damages to the District resulting from the errors and omissions of the Architect's work as specified in the indemnification provision of this Agreement. The Architect represents and maintains that it is skilled in the professional calling necessary to perform the Services. The Architect shall provide employees, architects, engineers, experts and other consultants with sufficient skill and experience to perform the Services assigned to them. Finally, the Architect represents that it, its employees, architects, engineers, experts and other consultants have all licenses,

permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them, and that such licenses and approvals shall be maintained throughout the term of this agreement. Any employee or consultant who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a professional manner as described within this contract agreement, shall be promptly removed from the Project by the Architect and shall not be re-employed to perform any of the Services or to work on the Project

**1.5 Laws and Regulations.**

**1.5.1 Knowledge and Compliance.** The Architect shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Architect by law. The Architect shall be liable, pursuant to the indemnification provision of this Agreement, for all violations of such laws and regulations in connection with its Services. If Architect performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, the Architect shall be solely responsible for all costs arising there from. The Architect shall pay the cost of defense, indemnify and hold the District, its officials, officers, employees and agents free and harmless, resulting from the errors and omissions of the Architect and pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure to comply with such laws, rules or regulations.

**1.5.2 Drawings and Specifications.** The Architect shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, the California Education Code, Titles 19, 21 and 24 of the California Code of Regulations, and any requirements of the division of State Architect (including structural safety, fire/life safety and access compliance section), the State Department of Education and the California Department of General Services, in effect as of the time the drawings and specifications are prepared or revised. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services. The Architect shall cause the necessary copies of such drawings and specifications to be filed with any government bodies with approval jurisdiction over the Project, in accordance with the Services described in this Agreement.

**1.6 Renovation Projects -** The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to persons with disabilities. The District acknowledges that the requirement of the ADA will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, and ordinances and regulations as they apply to the Project(s). If the Architect is aware of conflicting interpretation of ADA, the Architect is required to bring conflicting interpretations of ADA requirements to the District's attention before the Architect applies their ADA interpretations to a project. The Architect, however, cannot and does not warrant or guarantee that the District's Project(s) will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project(s).

**1.7 New Construction Projects -** The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility that does not meet the accessibility and usability requirements of the ADA unless it can be demonstrated that it is structurally impractical to meet such requirements. The District understands that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, and ordinances and regulations as they apply to the Project(s). If the Architect is aware of conflicting interpretation of ADA, the Architect is required to bring conflicting interpretations of ADA requirements to the District's attention before the Architect applies their ADA interpretations to a project. The Architect, however, cannot and does not warrant or guarantee that the District's Project(s) will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project(s).

**1.8 Independent Contractor.** The District retains the Architect on an independent contractor basis and Architect is not an employee of the District. The Architect is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to the District's employees. Any additional personnel performing the Services under this Agreement on behalf of the Architect shall also not be employees of the District, and shall at all times be under the Architect's exclusive direction and control. The Architect shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. The Architect shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation.

## ARTICLE 2 - BASIC SERVICES

Article 2 is intended to define the services to be provided by the Architect as the Architect of Record. Unless modified by Article 15, the Architect's Basic Services shall be provided in conjunction with, and in reliance upon, the services of the District. They shall consist of the six Phases described in Paragraphs 2.1 through 2.6, inclusive, and include normal structural, mechanical, electrical, civil, and landscape architect/engineering services, and any other services included in Article 15 as part of Basic Services.

### 2.1 SCHEMATIC DESIGN PHASE

2.1.1 The Architect shall review the Educational Specifications to ascertain the requirements of the Project and shall review and confirm the understanding of these requirements and other design parameters with the District.

2.1.2 The Architect shall provide a preliminary evaluation of the Educational Specifications and the Project budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 4.2.1.

2.1.3 The Architect shall review with the District site use and improvements; selection of materials, building systems and equipment; construction methods and methods of Project delivery.

2.1.4 Based on the mutually agreed upon program and the Project budget requirements, the Architect shall prepare, for approval by the District, Schematic Design Documents and site utilization plans consisting of drawings, outline specifications and other documents showing the ultimate development at the site and the proposed architectural concept of the buildings, and showing in single line drawings all rooms incorporated in each building in the School Facility, and including any revisions that are required by the District.

2.1.5 At intervals appropriate to the progress of the Schematic Design Phase, the Architect shall provide schematic design studies for the District's review, which will be made so as to cause no delay to the Architect.

2.1.6 Upon completion of the Schematic Design Phase the Architect shall provide the drawings, outline specifications and other documents approved by the District for the District's use in preparing an estimate of Construction Cost.

## 2.2 DESIGN DEVELOPMENT PHASE

2.2.1 Based on the approved Schematic Design Documents and any adjustments authorized by the District in the program or the Project budget, the Architect shall prepare, for approval by the District, the Design Development Documents consisting of drawings, outline specifications and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate.

2.2.2 At intervals appropriate to the progress of the Design Development Phase, the Architect shall provide design development documents for the District's review, which will be made so as to cause no delay to the Architect.

2.2.3 Upon completion of the Design Development Phase, the Architect shall provide the District with drawings, outline specifications and other documents approved by the District for use in preparing a further estimate of Construction Cost, and shall assist the District in preparing such estimate of Construction Cost.

## 2.3 CONSTRUCTION DOCUMENTS PHASE

2.3.1 Based on the approved Design Development Documents, and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the District, the Architect shall prepare, for approval by the District, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.3.2 The Architect shall keep the District informed of any changes in requirements or in construction materials, systems or equipment as the Drawings and Specifications are developed so that the District can adjust the estimate of Construction Cost appropriately.

2.3.3 The Architect shall assist the District in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contracts, and the forms of Agreement between the District and the Contractors.

2.3.4 The Architect shall assist the District in connection with the District's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

## 2.4 DIVISION OF STATE ARCHITECT (DSA) APPROVAL PHASE

2.4.1 The Architect, following the District's approval of the Construction Documents and the latest estimate of Construction Cost, shall assist the District in obtaining approval from the Division of the State Architect (DSA).

## 2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the District's approval of the Construction Documents and the latest estimate of Construction Cost, shall assist the District in obtaining Bids or negotiated proposals by rendering interpretations and clarifications of the Drawings and Specifications in appropriate written form. The Architect shall assist the District in conducting pre-award conferences with successful Bidders. The Architect shall assist the District in investigating the competency of the bidders, and make to the District a recommendation of award of Contracts.

## 2.6 CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Construction Phase will commence with the award of the initial Contract for Construction and, together with the Architect's obligation to provide Basic Services under this Agreement, will end when final payment to all Contractors is due, or in the absence of a final Project Certificate for Payment or of such due date, sixty days after the Date of Substantial Completion of the Project whichever occurs first.

2.6.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect, in cooperation with the District, shall provide administration of the Contracts for Construction as set forth. The administration by the Architect shall be in addition to the continuous inspection by the District's inspector.

2.6.3 The Architect shall advise and consult with the District during the Construction Phase. All instructions to the Contractors shall be forwarded through the District. The Architect shall have authority to act on behalf of the District only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with Subparagraph 1.6.18.

2.6.4 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed by the Architect in writing, to become familiar with the progress and quality of Work and to determine if Work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of Work, but shall visit the Work at least once a week and promptly whenever requested to do so by the District or District's inspector. On the basis of such on-site observations as an architect, the Architect shall keep the District informed of the progress and quality of Work, and shall endeavor to guard the District against defects and deficiencies in Work of the Contractors.

2.6.5 The Architect shall not be responsible for, nor has control 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 Contractors' failure to carry out work in accordance with the Contract Documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the Contractors, Subcontractors, any of their agents or employees, or any other persons performing any work.

2.6.6 The Architect shall at all time have access to Work wherever it is in preparation or progress.

2.6.7 Based on the Architect's observations at the site, the recommendations of the District and an evaluation of the Project Application for Payment and most recent schedule of values submitted by the Contractors, the Architect shall determine the amounts owing to the Contractors and shall issue a Project Certificate for Payment in such amounts, as provided in the Contract Documents.

2.6.8 The issuance of a Project Certificate for Payment shall constitute a representation by the Architect to the District that, based on the Architect's observations at the site as provided on the data comprising the Project Application for Payment, Work has progressed to the point indicated; that, to the best of the Architect's knowledge, information and belief, the quality of Work is in accordance with the Contract Documents (subject to an evaluation of Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Project Certificate for Payment); and that the Contractors are entitled to payment in the amount certified. However, the issuance of a Project Certificate for Payment shall not be a representation that the Architect has made any examination to ascertain how or for what purpose the Contractors have used the monies paid on account of the Contract Sums. The Architect shall submit verified progress reports, as required, to the District and to the Division of the State Architect in compliance with Title 21 and Title 24 of the California Code of Regulations.

2.6.9 The Architect shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Contractors. The Architect shall render interpretations necessary for the proper execution or progress of Work, with reasonable promptness and in accordance with agreed upon time limits. The Architect shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the District and the Contractors relating to the execution or progress of Work or the interpretation of the Contract Documents.

2.6.10 All interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents, and shall be in writing or in graphic form. In the capacity of interpreter and judge, the Architect shall endeavor to secure faithful performance by the Contractors, shall not show partiality, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

2.6.11 The Architect's decision in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents. The Architect's decisions on any other claims, disputes or other matters, including those in question between the District and the Contractor(s), shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

2.6.12 The Architect shall have authority to reject Work which does not conform to the Contract Documents, and whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Architect shall have authority to require special inspection or testing of Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed; but the Architect shall take such action only after consultation with the District.

2.6.13 The Architect shall receive Contractors' submittals such as Shop Drawings, Product Data and Samples from the District and shall review and approve or take other appropriate action upon them, but only for conformance with the design concept of the Project and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.6.14 The Architect shall review and sign or take other appropriate action on Change Orders for the District's authorization in accordance with the Contract Documents.

2.6.15 The Architect shall have authority to order minor changes in Work not involving an adjustment in a Contract Sum or an extension of a Contract Time and which are not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order issued through the District.

2.6.16 The Architect, assisted by the District, shall conduct a final project review to determine the Dates of Substantial Completion and final completion and shall issue appropriate Project Certificates for Payment.

2.6.17 The Architect will forward to the District for the District's review written warranties and related documents assembled by the Contractors.

2.6.18 The extent of the duties, responsibilities and limitations of authority of the Architect as a representative of the District during construction shall not be modified or extended without the written consent of the Contractors, the Architect and the District, which consent shall not be unreasonably withheld.

2.6.19 Not later than sixty days after completion of construction, and before receipt of final payment, the architect shall review and forward the final working drawings and specifications, indicating on them all changes made by change orders or otherwise under the construction contract and all information called for on specifications, producing an "as-built" set of final working drawings which will show, among other things, the location of all concealed pipe, buried conduit runs, and other similar service elements within the School Facility, if applicable. The Architect shall review and certify that the drawings are a correct representation of the information supplied to it by the District's Inspector and the Contractors. As used herein, the work "certify" shall mean an

expression of the Architect's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Architect.

2.6.20 On approval by the District of the complete "as-built" drawings, the Architect shall forward to the District the complete set of original drawings corrected to "as-built" condition or a complete set of reproducible duplicate drawings. The tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

2.6.21 Prior to the receipt of the Architect's final payment, the Architect shall forward to the District one clear and legible set of reproductions of the computations, the original copy of the specifications, the "as-built" drawings, the final verified progress report pursuant to Title 21 of the California Code of Regulations, and the Architect's Certificate of Completion.

## 2.7 EXTENED CONSTRUCTION ADMINISTRATIVE SERVICES

2.7.1 If the District and the Architect agree that more extensive representation at the site than is described in Paragraph 2.6 shall be provided, the Architect shall provide one or more Project Representatives to assist the Architect in carrying out such responsibilities at the site.

2.7.2 Such Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefore as mutually agreed between the District and the Architect, as set forth in an exhibit appended to this Agreement, which shall describe the duties, responsibilities and limitations of authority of such Project Representatives.

2.7.3 Through the observations of such Project Representatives, the Architect shall endeavor to provide further protection for the District against defects and deficiencies in Work, but the furnishing of such Project representation shall not modify the rights, responsibilities or obligations of the Architect as described in Paragraph 2.6.

## 2.8 ADDITIONAL SERVICES

The following services are not included in Basic Services unless so identified in Article 15. They shall be provided if authorized or confirmed in writing by the District, and they shall be paid for by the District as provided in this Agreement, in addition to the compensation for Basic Services.

2.8.1 Providing analyses of the District's needs, and programming the requirements of the Project.

2.8.2 Providing financial feasibility or other special studies.

2.8.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

2.8.4 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.

2.8.5 Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the District.

2.8.6 Providing services in connection with alternative designs for cost estimating or bidding purposes.

2.8.7 Providing coordination of work performed by separate contractors or by the District's own forces.

2.8.8 Providing services in connection with the work of separate consultants, other than the District, retained by the District.

2.8.9 Providing services in connection with the work required for DSA certification of existing facilities not included in the project scope of work.

2.8.10 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

2.8.11 Providing services for planning tenant or rental spaces.

2.8.12 Making revisions in Drawings, Specifications or other documents 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 not solely within the control of the Architect.

2.8.13 Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders. If Basic Compensation is to be adjusted according to adjustments in Construction Cost, to the extent that any Change Order not required by causes solely within the control of the Architect results in an adjustment in the Basic Compensation not commensurate with the services required of the Architect, compensation shall be equitably adjusted.

2.8.14 Making investigations, surveys, valuations, inventories, detailed appraisals of existing facilities, and services required in connection with construction performed by the District.

2.8.15 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

2.8.16 Providing services made necessary by the failure of performance, the termination or default of the District; by default of a Contractor; by major defects or deficiencies in the Work of any Contractor; or by failure of performance of either the District or any Contractor under the Contracts for Construction.

2.8.17 Preparing a set of reproducible record drawings showing significant changes in Work made during construction based on marked-up prints, drawings and other data furnished to the Architect.

2.8.18 Providing extensive assistance in the utilization of any equipment or system such as

initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

2.8.19 Providing services after issuance to the District of the final Project Certificate for Payment, or in the absence of a final Project Certificate for Payment, more than sixty days after the Date of Substantial Completion of the Project.

2.8.20 Preparing to serve or serving as a witness in connection with any public hearing, arbitration proceeding or legal proceeding.

2.8.21 Providing services of consultants for other than the normal architectural, structural, mechanical, plumbing, electrical, civil engineering, and landscape architectural services for the Project.

2.8.22 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice. The Services of specialty consultants, such as, kitchen consultants, theatrical design consultant, lighting consultant, and acoustical engineer will be additional services to the basic fee contract.

**2.9 TIME**

2.9.1 The Architect shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect has submitted in Article 15 the project schedule for the performance of the Architect's services which shall be adjusted as required as the Project proceeds, and which shall include allowances for periods of time required for the District's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. The Architect shall consult with the District to coordinate the Architect's time schedule with the Project Schedule. This schedule, when approved by the District, shall not, except for reasonable cause, be exceeded by the Architect. In no event shall this Agreement continue beyond five (5) years following the date first above written, consistent with Education Code section 17596.

## ARTICLE 3 - THE DISTRICT'S RESPONSIBILITIES

3.1 The District shall review and confirm that the educational specifications prepared for the Project represents the desires and objectives of the district, including the detailed space program which shall set forth the District's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.

3.2 The District shall provide a budget for the Project based on consultation with the Architect and the District, which shall include contingencies for bidding, changes during construction and other costs which are the responsibility of the District. The District shall, at the request of the Architect, provide a statement of funds available for the Project and their source.

3.3 The District shall designate a representative authorized to act in the District's behalf with respect to the Project. The District, or such authorized representative, shall examine the documents submitted by the Architect and shall render decisions pertaining thereto

promptly to avoid unreasonable delay in the progress of the Architect's services.

3.4 The District may engage the services of a Construction Manager to manage the Project. If applicable, the Terms and Conditions of such Agreement will be furnished to the Architect and will not be modified without written consent of the Architect, which consent shall not be unreasonably withheld. Actions taken by the Construction Manager as agent of the District shall be the acts of the District, and the Architect shall not be responsible for them.

3.5 When requested and reasonable, the District shall furnish a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

3.6 The District shall furnish the services of soil engineers or other consultants when such services are deemed necessary by the Architect. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistively tests including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.

3.7 The District shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

3.8 The District shall furnish such legal, accounting and insurance counseling services as may be necessary for the Project, including such auditing services as the District may require to verify the Project Applications for Payment or to ascertain how or for what purposes the Contractors have used the monies paid by or on behalf of the District.

3.9 The services, information, surveys and reports required by Paragraphs 3.5 through 3.8, inclusive, shall be furnished at the District's expense, and the Architect shall be entitled to rely upon their accuracy and completeness.

3.10 If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the District to the Architect and the District.

3.11 The District shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and Work of the Contractors.

## ARTICLE 4 - CONSTRUCTION COST

### 4.1 DEFINITION

4.1.1 The term "construction cost" as used herein shall be deemed to mean the total of all the Contracts for the completion of the Work for which the Architect shall have prepared

complete working drawings and specifications acceptable to the District, together with the sum of all subsequent additions and deductions from the Contract prices by virtue of change orders approved by the District, less those additions to the Contract prices by virtue of negligent error, omission , or oversight on the part of the Architect. The cost of construction shall also include all general condition costs and/or all costs associated with purchase orders initiated by the District that are directly related to the construction of the Project. The cost of construction shall also include the Construction Managers compensation (fees and general conditions) for services, if applicable.

4.1.2 Construction cost shall not include the cost of the equipment furnished by the District except to the extent the Architect influenced the design of such equipment, furnishings, the cost of tests and surveys made at the District's expense, the cost of the Architect/engineer and the District's inspector's fees, the cost of plan check fees and permit fees, the cost of advertising and the cost of the District reproduced plans and specifications.

## 4.2 RESPONSIBILITY FOR CONSTRUCTION COST

4.2.1 The Architect, as a design professional familiar with the construction industry, shall assist the District in evaluating the District's Project budget and shall review the estimates of Construction Cost prepared by the District. It is recognized, however, that neither the Architect, nor the District has control over the cost of labor, materials or equipment, over the Contractors' methods of determining Bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that Bids or negotiated prices will not vary from the Project budget proposed, established or approved by the District, if any, or from the estimate of Construction Cost or other cost estimate or evaluation prepared by the District.

4.2.2 A Construction Cost shall be established as a condition of this Agreement. This Construction Cost has been defined in Article 15. The District will include a 10% contingencies for design, bidding and price escalation, and will consult with the Architect to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project, and to include in the Contract Documents alternate Bids to adjust the Construction Cost to the fixed limit. Any such fixed limit shall be increased in the amount of any increase in the Contract Sums occurring after the execution of the Contracts for Construction.

4.2.3 If Bids are not received within the time scheduled at the time the fixed limit of Construction Cost was established, due to causes beyond the Architect's control, any Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices in the construction industry between the originally scheduled date and the date on which Bids are received.

4.2.4 If the Construction Cost (adjusted as provided in Subparagraph 4.2.3) is exceeded by the sum of the lowest figures from bona fide Bids or negotiated proposals by more than 10% of the Construction Budget, plus the District's estimate of other elements of Construction Cost for the Project, the District shall (1) give written approval of an increase in such construction budget, (2) authorize rebidding or renegotiation of the Project or portions of the Project within a reasonable time, (3) if the Project is abandoned, terminate in accordance with Paragraph 13.2, or (4) cooperate in revising the Project scope and

quality as required to reduce the Construction Cost. In the case of item (4), the Architect shall modify the Drawings and Specifications as necessary to comply with the Construction Budget, without additional cost to the District if the Architect has concurred in the District's estimate of Construction Cost, but subject to compensation as an Additional Service under Subparagraph 2.8.11 if the Architect has not so concurred. The providing of such service shall be the limit of the Architect's responsibility arising from the establishment of such Construction Budget, and having done so, the Architect shall be entitled to compensation for all services performed in accordance with this Agreement, whether or not the Construction Phase is commenced.

## ARTICLE 5 - DIRECT PERSONNEL EXPENSE

5.1 Direct Personnel Expense is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

## ARTICLE 6 - REIMBURSABLE EXPENSES

6.1 Reimbursable Expenses as outlined in Exhibit "D" are in addition to the compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants which are reasonably and necessarily incurred by the Architect in the interest of the Project but are not included in the scope of basic services. Reimbursable items include the following:

6.1.1 Extraordinary transportation expenses in connection with the Project; out-of-town travel expenses incurred in connection with the Project; fees paid for securing approvals of authorities having jurisdiction over the Project.

6.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the Architect and the Architect's consultants.

6.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

6.1.4 If authorized in advance by the District, expense of overtime work requiring higher than regular rates.

6.1.5 Expense of renderings, models and mock-ups requested by the District.

6.1.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the District in excess of that normally carried by the Architect and the Architect's consultants.

## ARTICLE 7 - PAYMENTS TO THE ARCHITECT

### 7.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

7.1.1 An initial payment as set forth in Paragraph 17.1 is the minimum payment under this

Agreement.

7.1.2 Subsequent payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase of services, on the basis set forth in Article 15.

7.1.3 If and to the extent that the period initially established for the Construction Phase of the Project is exceeded or extended through no fault of the Architect, compensation for Basic Services required for such extended period of Administration of the Construction Contracts shall be computed as set forth in Paragraph 15.4.2 for Additional Services.

7.1.4 When compensation is based on a percentage of Construction Cost, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Subparagraph 15.2.2, based on (1) the lowest figures from bona fide Bids or negotiated proposals, or (2) if no such Bids or proposals are received, the most recent estimate of Construction Cost for such portions of the Project.

## 7.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

7.2.1 Payments on account of the Architect's Additional Services, as defined in Paragraph 2.8, and for Reimbursable Expenses, as defined in Article 6, shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

## 7.3 PAYMENTS WITHHELD

7.3.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of changes in Construction Cost other than those for which the Architect is held legally liable.

7.3.2 The District may withhold payment, in whole or in part, to the extent reasonably necessary to protect the District from damage for which the Architect is liable under the Agreement or state law. Failure by the District to deduct any sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses, or damages as determined by the District, incurred by the District for which the Architect is liable under the Agreement or state law. For instance, the District may withhold payment, in whole or in part, to such extent as may be necessary to protect the District from loss because of the acts or omissions protected under the indemnification provisions of this Agreement. Payments to the architect for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Architect shall not be withheld, postponed, or made contingent upon receipt by the District of offsetting reimbursement or credit from parties not within the Architect's reasonable control.

## 7.4 PROJECT SUSPENSION OR ABANDONMENT

7.4.1 The District has the absolute discretion to suspend or abandon all or any portion of the work on a School Facility and may do so upon written notice to the Architect. Upon notice of suspension or abandonment, the Architect shall discontinue any further action on a School Facility. Architect shall submit a final invoice for all services completed to date based upon the scope of the project and the most recently approved construction budget. If the entire work to be performed on a School Facility is abandoned, the parties shall each be relieved of the remaining executory obligations of the Agreement, as it relates to that School Facility, but shall not be relieved of any obligations arising prior to said abandonment or of obligations related to any other School Facility.

## ARTICLE 8 - ARCHITECT'S ACCOUNTING RECORDS

8.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the District or the District's authorized representative at mutually convenient times.

## ARTICLE 9 - OWNERSHIP AND USE OF DOCUMENTS

9.1 Pursuant to Section 17316 of the Education Code, all plans, specifications, original, or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, all estimates and all other documents prepared by the Architect pursuant to this Agreement are and shall remain the property of the District for purposes of repair, maintenance, renovation, modernization, or other purposes, only as they relate to this Project. Nothing in this Agreement shall preclude the District from using the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on the School Facility.

9.2 This Agreement shall not be construed to transfer or waive the Architect's copyrights over the documents specified in the Paragraph 9.1, including but not limited to, all common law, statutory, and other reserved rights, unless the Architect expressly transfers or waives these rights through this Agreement, including, but not limited to, a written addendum or amendment.

9.3 The District, as the sole District of all documents prepared for a School Facility, reserves the right to reuse all or part of those documents at its sole discretion for the construction of all or part of another school construction project constructed for the District. The District is not bound by this Agreement to employ the services of Architect who prepared these documents in the event they are reused on another project not covered by this agreement.

9.4 In the event the District elects to reuse documents prepared for a School Facility on another project not covered by this Agreement on another project without employing the services of the Architect who prepared those documents, the District agrees to require the new architect to assume any and all obligations for the reuse of the documents and process the same through the Division of the State Architect as the project architect. The District agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any claim, liability or cost arising out of the re-use or modification of the construction documents by the District or another Architect.

## ARTICLE 10 - INSURANCE AND INDEMNIFICATION

10.1 Prior to commencing performance under the Agreement, and continuing until all Services to be performed under this Agreement have been completed, the Architect shall, at its sole cost and expense, carry and maintain the insurance coverage's as set forth below. Evidence of such insurance shall be provided to the District by delivering copies of the policies or certificates of insurance setting forth the required coverage. The insurance required hereunder shall provide for the following coverage's and limits with companies properly licensed and satisfactory to the District:

10.1.1 Worker's Compensation and Employers Liability Insurance in Architect's name with limits of liability under the Employer's Liability of not less than $1,000.000.00 for bodily injury by accident; $1,000,000.00 per employee for bodily injury by disease; $1,000,000.00 for bodily injury by disease.

10.1.2 Commercial General Liability Insurance in the Architect's name, with bodily injury limits of not less that $1,000,000.0 each occurrence, and $2,000,000.00 in aggregate, and property damage limit of not less than $500,000.00. 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.

10.1.3 Automobile Liability Insurance with an Employer's Non-Districtship Liability Endorsement in Architect's name. Limits of liability shall not be less than $1,000,000.00 per person and $1,000,000.00 per accident for bodily injury, and $1,000,000.00 for property damage.

10.1.4 Professional Liability Insurance covering errors and omissions, with limits of liability of not less than $1,000,000.00.

10.2 The following additional specifications and stipulations shall apply to the policies providing the insurance coverage's required of Architect hereunder.

10.2.1 The Architect shall submit proof of the required insurance coverage's at the time of the execution of this Agreement.

10.2.2 The Architect shall assure that all such coverage's are in full force and effect during the time intervals hereafter stipulated. The initial inception date of all such coverage's shall be the date on which this Agreement is executed. The Professional Liability and all other coverage's (except for the Automobile Liability coverage) shall remain in effect for at least one (1) year after the date of final Completion of the Project and acceptance thereof by the District. The Automobile policy shall remain in effect until at least the date on which the Architect is paid in full under this Agreement. The Architect shall not take action, or omit to take any action that would suspend or invalidate any of the required coverage's during the time period they are required to be in affect.

10.2.3 With respect to all Worker's Compensation and Employee Liability coverage's required under this Article, the Architect shall cause such coverage's to be provided on a "primary" basis, regardless of the requirement that the District be named, for some purposes, as an additional insured on the policies of the

Architect and regardless of any other insurance the District may elect to purchase and maintain. Accordingly, no Worker's Compensation or Liability Coverage required of the Architect shall be subject to an "excess" or "pro rata" type of other insurance clauses, nor shall any such coverage be subject to any clause which would be contrary to the aforesaid intent of the parties.

10.2.4 No act or omission of any insurance agent or broker shall relieve Architect of any of its obligations under this Agreement. In the event that the Architect fails to acquire and maintain the insurance coverage's as provided herein, the District may procure the same and pay the premium therefore, in which case the cost shall be charged to the Architect or deducted from payments due the Architect hereunder.

10.3 Each policy required of the Architect hereunder shall be endorsed to require the insurer to give the District at least thirty (30) days' advance written notice of the insurers intention to: cancel, refuse to renew or otherwise terminate the policy; suspend or terminate any coverage under the policy; or otherwise alter any terms or conditions of the policy or of any renewal policy issued by the same Insurer.

10.4 In addition, the District may, at its option, require the Architect to provide additional Project insurance, provided the premiums for such insurance are reimbursed by the District and the District approves in advance, such additional insurance, the company issuing the same, the scope of the coverage thereof and the premiums therefore.

10.5 The Architect waives all its rights to subrogation against the District to the extent of any insurance recoveries that may be obtained by the Architect for damages caused by fire or other perils covered by insurance, except such rights as the Architect may have to proceeds of insurance held by the District or any other person as trustee on behalf of the Architect.

10.6.1 The Architect shall pay the cost of defense, indemnify and hold the District, its Governing Board, officers, employees and agents, free and harmless from and against any and all claims, demands, causes of action, costs, expenses, liabilities, losses or damages of any kind, in law or equity, arising out of any negligent acts, errors, and omissions, recklessness or willful misconduct of the Architect, its officials, officers, employees, subcontractors, consultants or agents in the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and reasonable attorneys' fees, expert witness fees and other related costs and expenses of defense. The Architect shall pay the cost of defense, with counsel of the District's choosing and at the Architect's own cost, expense, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its Governing Board, officers, employees and agents due to the negligent acts of the Architect. The Architect shall pay and satisfy any judgment, award or decree that may be rendered against the District, its Governing Board, officers, employees and agents in any such suits, actions or legal proceedings. The Architect shall reimburse the District, its Governing Board, officers, employees and agents for any and all legal expenses and costs, including expert witness fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Architect's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its Governing Board, officers, employees and agents.

## ARTICLE 11 - TERMINATION OF AGREEMENT

11.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

11.2 The District may suspend or terminate the Architect's services under this Agreement following fifteen (15) days written notice to the Architect because of the failure of Architect to satisfactorily perform or provide prompt, efficient or thorough service or if the Architect fails to complete its services or otherwise comply wit the terms of this Agreement. The District shall also have the right in its absolute discretion to terminate this Agreement in the event the District is not satisfied with the working relationship with the Architect and without cause following fifteen (15) days prior written notice from the District to the Architect.

11.3 The District has the absolute discretion to suspend or abandon all or any portion of the work on a School facility and may do so upon written notice to the Architect. Upon notice of suspension or abandonment, the Architect shall discontinue any further action on a School facility. If the entire work to be performed on a School Facility is abandoned, the parties shall each be relieved of the remaining executory obligations of the Agreement, as it relates to that School Facility, but shall not be relieved of any obligations arising prior to said abandonment or of obligations related to any other School Facility.

11.4 In the event the District terminates, abandons or suspends the work on a School Facility, there shall be due and payable within thirty (30) days following, the total amount paid to said Architect on the basic fee to an amount which bears the same proportion to the total basic fee as the amount of services performed or provided by the Architect prior to the time of such termination, suspension or abandonment of this Agreement bears to the entire services Architect is required to perform or provide for a School Facility. For the purposes of determining the ratio of the Services actually rendered to the total services necessary for the full performance of this Agreement, the division of work set forth in the payment schedule in Paragraph 15.2.2 shall be conclusively deemed to have the values corresponding to the amounts required to be paid by said progress payment schedule. In the event of termination due to a breach of this Agreement by the Architect, the compensation due the Architect upon termination shall be reduced by the amount of damages sustained by the District due to such breach.

11.5 Upon termination, abandonment or suspension, the Architect shall deliver to the District all preliminary studies, sketches, working drawing, specifications, computations and all other documents and matters completed by the Architect to which the District would have been entitled at the completion of the Architect's Services.

## ARTICLE 12 - MISCELLANEOUS PROVISIONS

12.1 Unless otherwise specified, this Agreement shall be governed by the laws of the State of California.

12.2 Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books records and files of the District and Architect connected with the performance to this Agreement shall be subject to the examination

and audit of the State Auditor of the State of California, at the request of the District or as part of any audit of the District, for a period of three (3) years after final payment is made under this Agreement. The Architect shall preserve and cause to be preserved such books, records and files for the audit period.

12.3 Unless exempted, the Architect shall comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of section 45125.1. To this end, the Architect and its consultants must provide for the completion of the certification form incorporated herein by reference prior to any of the Architect's employees, or those of any other consultants, coming into contact with the District's pupils.

## ARTICLE 13 - SUCCESSORS AND ASSIGNS

13.1 The District and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the District nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

## ARTICLE 14 - EXTENT OF AGREEMENT

14.1 This Agreement represents the entire and integrated agreement between the District and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and the Architect.

14.2 Nothing contained herein shall be deemed to create any contractual relationship between the Architect or any of the Contractors, Subcontractors or material suppliers on the Project; nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District or the Architect which does not otherwise exist without regard to this Agreement.

## ARTICLE 15 - BASIS OF COMPENSATION

The District shall compensate the Architect for the Scope of Services provided, in accordance with Article 4, Payments to the Architect, and the other Terms and Conditions of this Agreement, as follows:

**15.1** **AN INITIAL PAYMENT** of –ZERO- dollars ($0.00) shall be made upon execution of this Agreement and credited to the District's account as follows:

### 15.2 BASIC COMPENSATION FOR ARCHITECTURAL SERVICES

15.2.1 FOR BASIC SERVICES, as described in Paragraphs 2.1 through 2.6, and any other services included in Article 15 as part of Basic Services, Basic Compensation shall be computed as follows:

A fee for basic services shall be calculated based upon one of three methods:

a. A lump sum fee as defined in paragraph 15.3
b. Per new construction fee schedule Exhibit "B"
c. Per renovation/modernization fee schedule Exhibit "C"

It is understood and agreed to by all parties that the detailed definition of scope of work, schedule, and construction cost for the project outlined in Exhibit "A" represent the total services provided for the project. Should the District change the scope of work, schedule, or construction cost of the project the calculated fee would change based upon the increase work effort.

15.2.2 Compensation is based on a Percentage of Construction Cost or as a Lump Sum Fee, payments for Basic Services shall be made as provided in Subparagraph 6.1.2, so that Basic Compensation for each Phase shall equal the following percentages of the total Basic Compensation payable:

| | |
|---|---|
| Schematic Design Phase: | 15% |
| Design Development Phase: | 15% |
| Construction Documents Phase: | 40% |
| DSA Approval: | 5% |
| Bidding or Negotiation Phase: | 3% |
| Construction Phase: | 20% |
| Project DSA Close-Out | 2% |

**15.3 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES**, as described in Paragraph 2.7, compensation shall be computed separately in accordance with Subparagraph 2.7.2. The District agrees to pay the Architect compensation for such services beyond basic services as follows:
The personnel expense (Direct Personnel Expenses is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contribution and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits) incurred by the Architect in rendering services beyond basic services.

The calculated hourly rates are as follows:

| | |
|---|---|
| Principal Architect | $210.00 per hour |
| Project Manager/Director | $185.00 per hour |
| Project Designer | $170.00 per hour |
| Project Architect | $170.00 per hour |
| Senior Drafter | $145.00 per hour |
| Drafter | $ 95.00 per hour |
| Clerical | $ 75.00 per hour |
| Clerical Specification | $ 75.00 per hour |
| Construction Administration | $ 85.00 per hour |

*To be verified by timesheet audit

## 15.4 COMPENSATION FOR ADDITIONAL SERVICES

15.4.1 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Paragraph 2.8, and any other services included in Article 15 as part of Additional Services, but excluding Additional Services of consultants, compensation shall be computed using the same methodology indicated for services beyond basic services, as indicated in Paragraph 15.3.

15.4.2 FOR ADDITIONAL SERVICES OF SPECIALITY CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 2.8.20 or identified in Article 15 as part of Additional Services, a multiple of One Hundred Fifteen percent (115%) times the amounts billed to the Architect for such services.

15.5 FOR REIMBURSABLE EXPENSES, as described in Article 6, and any other items included in Article 16 as Reimbursable Expenses, a multiple of Ten percent (10%) times the amounts expended by the Architect, the Architect's employees and consultants in the interest of the Project, as referenced in Exhibit "D".

15.6 Payments due the Architect and unpaid under this Agreement shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

15.7 The District and the Architect agree in accordance with the Terms and Conditions of this Agreement that:

15.7.1 IF THE SCOPE of the Project or the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted.

15.7.2 IF THE SERVICES covered by this Agreement have not been completed within the time frame agreed upon, through no fault of the Architect, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.

This Agreement entered into as of the day and year first written above.

| DISTRICT | ARCHITECT |
|---|---|
| _____ | _____ |
| (Signature) (Date) | (Signature) (Date) |
| Terry Fluent<br>Director, Purchasing | Robert J. Hensley<br>Principal, Chairman, WLC Architects, Inc |

# EXHIBIT "A"
## ARCHITECTS SCOPE OF WORK, SCHEDULE, BUDGET, AND COMPENSATION

The Architect agrees to perform all of the basic services to complete the Construction Phase – Administration of the Construction Contract. While the terms and conditions contained within the base agreement outline the general working relationship between the District and the Architect, the content of Exhibit "A" shall govern the specifics for this project.

The Architect's fee for performing the services described in Exhibit A and in the Agreement shall be $109,067.73. Architect shall also be entitled to receive reimbursement for approved costs plus a ten percent (10%) markup thereon.

EXHIBIT A

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 | **$109,076.73** |
| **Total** | **1,004,367.15** | | |

# EXHIBIT "B"
## NEW CONSTRUCTION FEE SCHEDULE

1. Compensation for New Construction Projects shall be initially based upon the following fee schedules. After the project scope of work has been finalized and the construction budget has been approved by the school board, the Architectural Compensation shall be converted to a lump sum fee. Regardless of the final bid amount the fee will not be increase unless the district require a change in the project scope of work.

ARCHITECT'S FEE SCHEDULE
(New Construction)

1. Nine percent (9%) of the first five hundred thousand dollars ($500,000.00) of computed cost.

2. Eight and one-half percent (8 1/2%) of the next five hundred thousand dollars ($500,000.00) of computed cost.

3. Eight percent (8%) of the next one million dollars ($1,000,000.00) of computed cost.

4. Seven percent (7%) of the next four million dollars ($4,000,000.00) of computed cost.

5. Six percent (6%) of the next four million dollars ($4,000,000.00) of computed cost.

6. Five percent (5%) of computed cost in excess of ten million dollars ($10,000,000.00).

7. Four percent (4%) on the cost of factory built portables. (Building cost only all other costs are included in calculation items (1) through (6) above.)

Computed cost equals the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the architect. Base fees shall be calculated utilizing the sum of all awarded prime contractor's bids and the construction manager's general conditions and professional fees for each uniquely advertised portion or phase plus Eighty Percent (80%) of the fee for any non-accepted additive alternate items.

# EXHIBIT "C"
## RENOVATION/MODERNIZATION FEE SCHEDULE

1. Compensation for Renovation/Modernization Projects shall be initially based upon the following fee schedules. After the project scope of work has been finalized and the construction budget has been approved by the school board, the Architectural Compensation shall be converted to a lump sum fee. Regardless of the final bid amount the fee will not be increase unless the district require a change in the project scope of work.

ARCHITECT'S FEE SCHEDULE
(Reconstruction/Modernization)

1. Twelve percent (12%) of the first five hundred thousand dollars ($500,000.00) of computed cost. ($60,000.00)

2. Eleven and one-half percent (11 1/2%) of the next five hundred thousand dollars ($500,000.00) of computed cost. ($57,500.00)

3. Eleven percent (11%) of the next one million dollars ($1,000,000.00) of computed cost. ($110,000.00)

4. Ten percent (10%) of the next four million dollars ($4,000,000.00) of computed cost. ($400,000.00)

5. Nine percent (9%) of the next four million dollars ($4,000,000.00) of computed cost. ($360,000.00)

6. Eight percent (8%) of the computed cost in excess of ten million dollars ($10,000,000.00).

Computed cost equals the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the architect. Base fees shall be calculated utilizing the sum of all awarded prime contractor's bids and the construction manager's general conditions and professional fees for each uniquely advertised portion or phase plus Eighty Percent (80%) of the fee for any non-accepted additive alternate items.

# EXHIBIT "D"
# REIMBURSABLE EXPENSES & SPECIALTY CONSULTANT EXPENSES

The Architect shall be reimbursed for certain services and costs necessary to perform the services set forth in the Agreement including, but not limited to:

Reimbursable Expenses:

1. Printing
2. Computer Scanning of Documents
3. Specialty Consultants Services Required for the Project
4. State and Local Applications
5. Travel Expenses (only for trips to Sacramento for OPSC/District meetings)

Example of Specialty Consultants:

1. Technology and Multi-Media Planning
2. Acoustical Design Standards
3. Food Services Designer
4. Theater/Lighting Design Consultant
5. Acoustical Engineer
6. Fire Sprinkler Engineer
7. Furniture and Equipment Specifications

The current projected total for all Reimbursable Expenses shall be based upon an initial lump sum budget of $5,000. Specialty Consultants budget shall be $0.00. Note that Specialty Consultants are defined as any additional consultants beyond the consultants included within the Basic Services per Article 2. All reimbursable expenses shall be invoiced at 110% of actual cost. The Architect=S Reimbursable Expenses for these services shall not time exceed 5% of the Project Construction Cost in accordance with previous Office of Public School Construction guidelines for General Conditions Costs. At the time the Schematic Design is completed compensation will be adjusted to match the final construction budget.

# Change Order Summary Log

CVHS Performing Arts Theater
DSA# 04-110424
Data Date3/29/13

| Description | Change Order #18 |
|---|---|
| Original Contract Sum | $ 11,975,007.00 |
| Net Change by Previous Authorized Requests and Changes | $ 756,962.00 |
| Contract Sum Prior to this Change Order | $ 12,731,969.00 |
| Contract Sum Will Be Increased | $ 106,052.00 |
| New Contract Sum Including this Change Order | $ 12,838,021.00 |

EXHIBIT 30

# EXECUTED OR BOARD SUBMITTED CO'S & EXECUTED WO'S

## *Capistrano Valley High School Performing Arts Theater*

## RESPONSIBILITY CODE LOG

**Data Date 3/28/2013**

| | | | |
|---|---|---|---|
| **TOTAL ORIGINAL CONTRACT VALUE:** | $11,975,007.00 | $910,436.00 | |
| **TOTAL CURRENT CONTRACT VALUE:** | $12,885,443.00 | $12,885,443.00 | |

| RESPONSIBILITY CODE | No. | VALUATION | Pending | Percent |
|---|---|---|---|---|
| Differing Conditions | 1 | $573,205.00 | $0.00 | 4.79% |
| Errors and Omissions | 2 | $145,561.00 | $0.00 | 1.22% |
| Value Enhancement | 3 | $290,127.00 | $0.00 | 2.42% |
| Resolution of Claim | 4 | $0.00 | $0.00 | 0.00% |
| Required Extra Scope | 5 | $0.00 | $0.00 | 0.00% |
| Optional Extra Scope | 6 | $0.00 | $0.00 | 0.00% |
| Credit | 7 | ($98,457.00) | $0.00 | -0.82% |
| Other | 8 | $0.00 | $0.00 | 0.00% |
| **Total Approved Change** | | $910,436.00 | $0.00 | 7.60% |
| **Percent Change** | | 7.60% | 0.00% | 7.60% |
| | | $910,436.00 | | |

WO = Work Order
COP = Cost Proposal
CO = Change Order
APPWO = Fully Executed Work Order

| OWNER CHANGE ORDER | DOCUMENT TYPE | DOCUMENT NUMBER | Date of Execution | DESCRIPTION / TITLE | STATUS | VALUATION | RESPONSIBILITY CODE TO PROJECT COMPLETION | RESPONSIBILITY CODE Pending Code | STATUS Signed (s) Unilateral (u) | DSA CHANGE ORDER | DSA APPROVED (Y/N) | DATE SUBMITTED | DATE APPROVED |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Change Order #1 | WO | 1 | 08/12/11 | Additional Concrete Paving | | $15,027.00 | 3 | | s | Change Order #1 | N | 09/10/12 | |
| | WO | 2 | 08/12/11 | Re-Route 3" Gas Line | | $1,887.00 | 1 | | s | | | | |
| | WO | 3 | 08/12/11 | Re-route existing 4" water main | | $23,100.00 | 1 | | s | | | | |
| | WO | 4 | 08/24/11 | Re-Route existing 1 1/2" Gas Line | | $2,876.00 | 1 | | s | | | | |
| | WO | 5 | 08/24/11 | Lawn and Irrigation Repairs | | $12,890.00 | 3 | | s | | | | |
| | WO | 6 | 08/24/11 | Added Downspouts | | $2,772.00 | 1 | | s | | | | |
| Change Order #2 | WO | 7 | 09/13/11 | Unforseen Invert Elevation | | $6,283.00 | 1 | | s | Change Order #1 | N | 09/10/12 | |
| | WO | 8 | 09/21/11 | Underground Pull Boxes | | $3,176.00 | 2 | | s | | | | |
| | WO | 9 | 09/21/11 | Additional Manhole | | $4,204.00 | 1 | | s | | | | |
| | WO | 10 | 09/21/11 | Re-Route Ductwork | | $937.00 | 1 | | s | | | | |
| | WO | 11 | 09/21/11 | Brick Enhancement | | $3,119.00 | 3 | | s | | | | |
| | WO | 12 | 09/21/11 | Temporary Sidewalk | | $1,444.00 | 3 | | s | | | | |
| Change Order #3 | WO | 13 | 10/06/11 | Credit for Pullbox | | ($3,550.00) | 7 | | s | | | | |
| | WO | 14 | 10/18/11 | New/Re-Work | | $11,863.00 | 1 | | s | | | | |
| | WO | 15 | 10/28/11 | Revised Door Hardware Sets | | $1,152.00 | 1 | | s | | | | |
| Change Order #4 | WO | 16 | 11/07/11 | Unforseen Stormdrain Improvements | | $5,364.00 | 1 | | s | | | | |
| | WO | 17 | 11/09/11 | Site Preparation for Flow test | | $718.00 | 1 | | s | | | | |
| | WO | 18 | 11/10/11 | Required Added Hairpins at | | $462.00 | 1 | | s | | | | |
| | WO | 19 | 11/17/11 | Required New Fire Safety Equipment | | $6,468.00 | 1 | | s | | | | |
| Change Order #5 | WO | 20 | 11/18/11 | Required Fire Rated/Safety Glass | | $7,943.00 | 1 | | s | | | | |
| | WO | 21 | 12/08/11 | Added Waterproofing | | $5,936.00 | 3 | | s | | | | |
| | WO | 22 | 12/08/11 | Required STC Rated Door | | $2,079.00 | 2 | | s | | | | |
| | WO | 23 | 12/08/11 | Required Conduit Unforeseen Conditions | | $2,241.00 | 1 | | s | | | | |
| Change Order #6 | WO | 24 | 01/19/12 | Tie Beams at Stage Area | | $5,636.00 | 1 | | s | Change Order #1 | N | 09/10/12 | |
| | WO | 25 | 01/19/12 | Bulletin #1 DSA Approved Drawings | | $11,505.00 | 1 | | s | | | | |

*NOTE: DSA Change Orders #2 and #4 contain FCD's and have no cost, therefore it is not included in the Responsibility Code Log

# EXECUTED OR BOARD SUBMITTED CO'S & EXECUTED WO'S

## *Capistrano Valley High School Performing Arts Theater*

## RESPONSIBILITY CODE LOG

**Data Date 3/28/2013**

| | | | |
|---|---|---|---|
| **TOTAL ORIGINAL CONTRACT VALUE:** | $11,975,007.00 | $910,436.00 | |
| **TOTAL CURRENT CONTRACT VALUE:** | $12,885,443.00 | $12,885,443.00 | |

| RESPONSIBILITY CODE | No. | VALUATION | Pending | Percent |
|---|---|---|---|---|
| Differing Conditions | 1 | $573,205.00 | $0.00 | 4.79% |
| Errors and Omissions | 2 | $145,561.00 | $0.00 | 1.22% |
| Value Enhancement | 3 | $290,127.00 | $0.00 | 2.42% |
| Resolution of Claim | 4 | $0.00 | $0.00 | 0.00% |
| Required Extra Scope | 5 | $0.00 | $0.00 | 0.00% |
| Optional Extra Scope | 6 | $0.00 | $0.00 | 0.00% |
| Credit | 7 | ($98,457.00) | $0.00 | -0.82% |
| Other | 8 | $0.00 | $0.00 | 0.00% |
| **Total Approved Change** | | $910,436.00 | $0.00 | 7.60% |
| **Percent Change** | | 7.60% | 0.00% | 7.60% |
| | | $910,436.00 | | |

WO = Work Order
COP = Cost Proposal
CO = Change Order
APPWO = Fully Executed Work Order

| OWNER CHANGE ORDER | DOCUMENT TYPE | DOCUMENT NUMBER | Date of Execution | DESCRIPTION / TITLE | STATUS | VALUATION | RESPONSIBILITY CODE TO PROJECT COMPLETION | RESPONSIBILITY CODE Pending Code | STATUS Signed (s) Unilateral (u) | DSA CHANGE ORDER | DSA APPROVED (Y/N) | DATE SUBMITTED | DATE APPROVED |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Change Order #7 | WO | 26 | 02/22/12 | Nelson Studs and Low Block Walls | | $12,112.00 | 2 | | s | Change Order #1 | N | 09/10/12 | |
| | WO | 27 | 03/22/12 | RFI #2, #3 Changes and Pullbox Credit | | $10,143.00 | 2 | | s | | | | |
| | WO | 28 | 03/22/12 | Revised Fire Sprinkler Calcs | | $924.00 | 1 | | s | | | | |
| Change Order #8 | WO | 29 | 03/30/12 | Embeds and Connection Details | | $3,373.00 | 1 | | s | | | | |
| | WO | 30 | 03/30/12 | Bonded Warehouse | | $2,108.00 | 3 | | s | | | | |
| | WO | 31 | 04/04/12 | Roof Walk Pads | | $9,523.00 | 3 | | s | | | | |
| | WO | 32 | 04/12/12 | Expedited Door Frames | | $3,698.00 | 3 | | s | | | | |
| | WO | 33 | 04/25/12 | HMI Panel and Light Fixtures | | $14,588.00 | 2 | | s | | | | |
| | WO | 34 | 04/25/12 | Window Types O and N | | $9,973.00 | 2 | | s | | | | |
| | WO | 35 | 04/25/12 | Inclement Weather Delay April 13 | | $0.00 | 8 | | s | | | | |
| Change Order #9 | WO | 36 | 05/16/12 | Bulletin 2 Changes | | $16,976.00 | 2 | | s | Change Order #1 | N | 09/10/12 | |
| | WO | 37 | 05/16/12 | Inclement Weather Delay 4/26 & 5/3 | | $0.00 | 8 | | s | | | | |
| | WO | 38 | 05/16/12 | Stainless Steel Cable Railing | | $18,711.00 | 3 | | s | | | | |
| | WO | 39 | 05/16/12 | Additional DSA Requirements | | $4,047.00 | 1 | | s | | | | |
| | WO | 40 | 05/23/12 | RFI reconciliation Meeting 5/18/12 | | $8,670.00 | 3 | | s | | | | |
| Change Order #10 | WO | 41 | 06/21/12 | Temp Fence and Pedestrian Walkway | | $4,546.00 | 3 | | s | | | | |
| | WO | 42 | 06/21/12 | Bulletin Review and Reconciliation | | $24,424.00 | 3 | | s | | | | |
| | WO | 43 | 06/21/12 | Bulletin #6 Revised Roof Framing | | $22,894.00 | 2 | | s | | | | |
| | WO | 44 | 06/21/12 | Recovery of AOR Costs | | ($11,647.00) | 7 | | s | | | | |
| Change Order #11 | WO | 45 | 07/19/12 | Aluminum Conductors and Curbs | | ($16,188.00) | 7 | | s | Change Order #3 | N | | |
| | WO | 46 | 07/26/12 | Steel Connection and Relocation | | $20,010.00 | 3 | | s | | | | |
| | WO | 47 | 07/26/12 | Sliding Glass Window RFI 243 & 253 | | $13,294.00 | 3 | | s | | | | |
| | WO | 48 | 08/08/12 | Bulletin #3R-4 Marlite System | | $24,532.00 | 3 | | s | | | | |
| | WO | 49 | 08/08/12 | Roof Drains, C-Channel, Plaster | | $12,289.00 | 3 | | s | | | | |
| | WO | 50 | 08/08/12 | Sloped Ceiling, Stairwell #1, Hatch | | $19,958.00 | 3 | | s | | | | |
| | WO | 51 | 08/08/12 | Furring, Clips, & Plastering | | $22,927.00 | 3 | | s | | | | |
| Change Order #12 | WO | 52 | 08/22/12 | RFI 268, 272, 291, & Trim | | $16,967.00 | 1 | | s | | | | |
| | WO | 53 | 08/22/12 | RFI 233,277, 295, 300, & 302 | | $24,417.00 | 1 | | s | | | | |
| | WO | 54 | 08/22/12 | Metal Stud Framing Issues | | $20,903.00 | 1 | | s | | | | |
| | WO | 55 | 08/30/12 | Steel Issues | | $18,272.00 | 1 | | s | | | | |
| | WO | 56 | 08/30/12 | RFI #313, 286, 315, and Angle Stop | | $24,419.00 | 1 | | s | | | | |
| | WO | 57 | 08/30/12 | Future Lunch Pavilion | | $0.00 | 3 | | s | | | | |
| Change Order #13 | WO | 58 | 09/12/12 | Instrument Credit, Rigging, RFI 321 | | $4,297.00 | 1 | | s | | | | |

*NOTE: DSA Change Orders #2 and #4 contain FCD's and have no cost, therefore it is not included in the Responsibility Code Log

# EXECUTED OR BOARD SUBMITTED CO'S & EXECUTED WO'S

## *Capistrano Valley High School Performing Arts Theater*

## RESPONSIBILITY CODE LOG

**Data Date 3/28/2013**

| | | |
|---|---|---|
| **TOTAL ORIGINAL CONTRACT VALUE:** | $11,975,007.00 | $910,436.00 |
| **TOTAL CURRENT CONTRACT VALUE:** | $12,885,443.00 | $12,885,443.00 |

| RESPONSIBILITY CODE | No. | VALUATION | Pending | Percent |
|---|---|---|---|---|
| Differing Conditions | 1 | $573,205.00 | $0.00 | 4.79% |
| Errors and Omissions | 2 | $145,561.00 | $0.00 | 1.22% |
| Value Enhancement | 3 | $290,127.00 | $0.00 | 2.42% |
| Resolution of Claim | 4 | $0.00 | $0.00 | 0.00% |
| Required Extra Scope | 5 | $0.00 | $0.00 | 0.00% |
| Optional Extra Scope | 6 | $0.00 | $0.00 | 0.00% |
| Credit | 7 | ($98,457.00) | $0.00 | -0.82% |
| Other | 8 | $0.00 | $0.00 | 0.00% |
| **Total Approved Change** | | $910,436.00 | $0.00 | 7.60% |
| **Percent Change** | | 7.60% | 0.00% | 7.60% |
| | | $910,436.00 | | |

WO = Work Order
COP = Cost Proposal
CO = Change Order
APPWO = Fully Executed Work Order

| OWNER CHANGE ORDER | DOCUMENT TYPE | DOCUMENT NUMBER | Date of Execution | DESCRIPTION / TITLE | STATUS | VALUATION | RESPONSIBILITY CODE TO PROJECT COMPLETION | RESPONSIBILITY CODE Pending Code | STATUS Signed (s) Unilateral (u) | DSA CHANGE ORDER | DSA APPROVED (Y/N) | DATE SUBMITTED | DATE APPROVED |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Change Order #14 | WO | 59 | 10/10/12 | RFI's 206, 319, 328, & 338 | | $21,512.00 | 1 | | s | | | | |
| | WO | 60 | 10/10/12 | RFI 334, 344, 357, 331, 363, B 17R1 | | $19,048.00 | 1 | | s | | | | |
| | WO | 61 | 10/10/12 | RFI 342, FCD 73 | | $23,160.00 | 1 | | s | | | | |
| | WO | 62 | 10/10/12 | Bulletin #19 | | $13,560.00 | 1 | | s | | | | |
| | WO | 63 | 10/10/12 | RFI 351 and Skylight Openings | | $13,710.00 | 1 | | s | | | | |
| | WO | 64 | 10/17/12 | Completion Date Extension | | $0.00 | 8 | | s | | | | |
| | WO | 65 | 11/02/12 | RFI 369, Bulletin 20R1,21R2 and 22 | | $19,599.00 | 3 | | s | | | | |
| Change Order #15 | WO | 66 | 11/14/12 | Bulletin 21R1, 23 & RFI 371 | | $10,054.00 | 1 | | s | | | | |
| | WO | 67 | 12/04/12 | RFI 382 & 383, IB 25 & 26 and Glazing | | $23,491.00 | 1 | | s | | | | |
| | WO | 68 | 12/11/12 | RFI 294 & 389 | | $11,567.00 | 1 | | s | | | | |
| | WO | 69 | 12/18/12 | RFI 407, 400, 385. 392, CCD 5 | | $21,674.00 | 1 | | s | | | | |
| | WO | 70 | 12/18/12 | Donor Wall | | $12,665.00 | 1 | | s | | | | |
| | WO | 71 | 12/20/12 | B 26, 27, 29, 30, RFI 381, 391, 399 | | $24,734.00 | 1 | | s | | | | |
| | WO | 72 | 12/20/12 | Top Rail at Low Balcony Wall | | $2,518.00 | 1 | | s | | | | |
| Change Order #16 | WO | 73 | 01/08/13 | RFI 409, Lobby, Bul 27, Downspouts | | $18,450.00 | 1 | | s | | | | |
| | WO | 74 | 01/08/13 | Sheet Metal Roofing and Credit | | $16,728.00 | 1 | | s | | | | |
| | WO | 75 | 01/08/13 | Fog Coat | | $7,531.00 | 1 | | s | | | | |
| | WO | 76 | 01/18/13 | Landscape and Concrete Credit | | ($67,072.00) | 7 | | s | | | | |
| | WO | 77 | 01/18/13 | CCD 13, RFI 421, FCD 24 | | $12,335.00 | 1 | | s | | | | |
| | WO | 78 | 01/28/13 | Modify Site Drainage & E. Lobby Wall | | $23,470.00 | 1 | | s | | | | |
| | WO | 79 | 01/28/13 | Concrete Curbs and Trench Drain | | $23,862.00 | 1 | | s | | | | |
| | WO | 80 | 01/28/13 | Completion Date Extension | | $0.00 | 8 | | s | | | | |
| Change Order #17 | WO | 81 | 01/28/13 | Rfi 441 Splay Wiring | | $7,674.00 | 1 | | s | | | | |
| Change Order #18 | WO | 82 | 02/01/13 | Rfi 381, HVAC Issues, Fence Credit | | $11,677.00 | 2 | | s | | | | |
| | WO | 83 | 02/01/13 | Rfi 444, 447, Bul 32, Downspouts | | $19,520.00 | 2 | | s | | | | |
| | WO | 84 | 02/01/13 | AC Paving and Irrigation Systems | | $24,336.00 | 1 | | s | | | | |
| | WO | 85 | 02/11/13 | Fence, Rooms A105, A119, & A115 | | $22,179.00 | 1 | | s | | | | |
| | WO | 86 | 02/18/13 | CCD4 & 18, Replacement Door at Main | | $22,423.00 | 2 | | s | | | | |
| | WO | 87 | 02/25/13 | Bulletins 24 & 33 | | $5,917.00 | 1 | | s | | | | |
| Change Order #19 | WO | 88 | 03/27/13 | Concrete Finishes & Drywall | | $23,678.00 | 3 | | s | | | | |
| | WO | 89 | 03/27/13 | Slurry & Concrete Remediation | | $23,744.00 | 3 | | s | | | | |

*NOTE: DSA Change Orders #2 and #4 contain FCD's and have no cost, therefore it is not included in the Responsibility Code Log

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

**Project:** -- 1011-11 CVHS Performing Arts Theater

**Purchase Order No. :**

**Contract Number:** 1011-11

**DSA Number:** 04-110424

# CHANGE ORDER

**To:** Liberty Mutual Insurance Co.
1001 4th Avenue
Seattle, WA 98154

**Change Order No. :** 00018

**Date:** 3/13/2013

**Title:** Change Order #18

**The following modifications have been made to your basic contract for the reasons listed below:**

| Item | Responsibility Code | Days | Change Amount |
|---|---|---|---|
| WO 82 | | 0 | $11,677.00 |

Item #1) Pursuant to the Architect of Record's (AOR) response to Request for Information (RFI) #381, dated 11/28/12 it was necessary for the Contractor to re-route the duct work associated with the added inline sound traps. Therefore, the District determined the additional costs associated with the re-routing the ductwork. As such, the contractor shall provide labor and material to re-route the ductwork as needed in order to install the additional inline sound traps as noted in RFI #381, (Refer to Attachment "A" dated 2/1/13).

Item #2) Pursuant to the Architect of Record's (AOR) response to Request for Information (RFI) #418, dated 12/21/12 it was necessary to revise the sound trap sizes in order to fit the ductwork and sound traps in the congested A119 corridor. As such, the contractor shall labor and material to install the revised sound traps as noted in RFI 418, (Refer to Attachment "B" dated 2/1/13).

Item 3) Pursuant to the Architect of Record's (AOR) issuance of Construction Change Document (CCD) #3 dated 11/27/12 it was necessary to revise the plenums for the linear ceiling diffusers in the Lobby A203 because CCD #3 clarified the location of the diffusers to be in the ceiling in lieu of side wall registers on the face of the soffit as noted in FCD 6. As such, the contractor shall provide labor and material to install the plenums as noted in CCD #3, (Refer to Attachment "C" dated 2/1/13).

Item #4) Pursuant to the Architect of Record's (AOR) issuance of Construction Change Document (CCD) #10 dated 1/16/13 it was necessary for the Contractor to add smoke fire dampers at the 1-hour rated wall in between Dressing Room A121 and Dressing Room A122. As such, the contractor shall provide labor and material to add the additional smoke fire dampers as noted in CCD #10, (Refer to Attachment "D" dated 2/1/13).

Item #5) Pursuant to a jobwalk with the Owner's Representative it was agreed to fire caulk the penetrations and holes at the 1hour rated wall in the Main Electrical Room as required by code. As such, the Contractor shall provide labor and material to fire caulk and path the 1 hour rated wall at the Main Electrical Room. (Refer to Attachment "E" dated 2/1/13).

Item #6) During the scheduled grading for the 2" slurry in between the Eastside entrance to the Performing Arts Theater building and the stairs at the existing administration building an existing concrete slab was discovered to be in conflict with the placement of the contractually required 2" slurry. As such, the Contractor shall provide labor and material necessary to chip away 6" below finish surface the conflicting portion of the existing concrete slab in order to install the contractually required 2" slurry (Refer to Attachment "F" dated 2/1/13).

Item #7) Pursuant to a jobwalk with the Owner's Representative and the Architect of Record it was agreed to delete approximately 650 l.f. of vinyl coated chain link fence from the scope of work. Therefore the Contractor shall provide a credit for the labor and material of the above noted work, (Refer to Attachment "G" dated 2/1/13).

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

**Project:** -- 1011-11 CVHS Performing Arts Theater **Purchase Order No. :**

**Contract Number:** 1011-11 **DSA Number:** 04-110424

# CHANGE ORDER

| Item | Responsibility Code | Days | Change Amount |
|---|---|---|---|
| WO 83 | | 0 | $19,520.00 |

Item 1) Pursuant to the Architect of Record's (AOR) response to Request for Information (RFI) #447, dated 1/24/13 it was necessary to add window dams because the contract drawing did not indicate them. As such, the contractor shall provide labor and material to install the window dams as noted in RFI 447 Response, (Refer to Attachment "A" dated 2/1/13).

Item 2) Pursuant to the Architect of Record's (AOR) issuance of Bulletin 32 dated 1/30/13 it was necessary to provide additional concrete at the Northwest side of the Performing Arts Theater in order to ease pedestrian traffic congestion to the soccer and baseball fields. Therefore, the contractor shall provide labor and material to install the additional concrete and extend the 6" storm drain as noted in Bulletin 32, (Refer to Attachment "B" dated 2/1/13).

Item 3) Pursuant to a jobwalk with the Architect of Record and the Owner's Representative it was necessary to provide brass downspout nozzles in order to direct runoff water away from the Performing Arts Theater building. As such, the Contractor shall provide material and labor to install the brass downspout nozzles, (Refer to Attachment "C" dated 2/1/13).

Item 4) Pursuant to the Architect of Record's (AOR) response to Request for Information (RFI) #444, dated 1/24/13 it was necessary to reconfigure fabric wrapped acoustic wall panels in Room A115 and add additional fabric wrapped acoustic wall panels in Room A118. As such, the Contractor shall provide labor and material to install the additional acoustic wall panels and reconfigure the necessary acoustic wall panels as noted in RFI 444 Response, (Refer to Attachment "D" dated 2/1/13).

| | | | |
|---|---|---|---|
| WO 84 | | 0 | $24,336.00 |

Item 1) Pursuant to a jobwalk with the Owner's Representative it was agreed to remove and replace the existing asphalt in between the commuter parking lot and the tennis courts. This will ensure continuity when the adjacent contractually required basketball courts are paved. As such, the Contractor shall provide labor and material to remove and replace the existing asphalt, (Refer to (Attachment "A" dated 2/1/13).

Item 2) Pursuant to a jobwalk with the Owner's Representative and the Architect of Record it was determined that additional irrigation sprinkler heads were needed in the area east of the fire lane to provide proper water coverage. As such, the Contractor shall provide labor and material to provide the additional irrigation piping and sprinkler heads, (Refer to Attachment "B" dated 2/1/13).

Item 3) During the scheduled grading for the concrete sidewalk in between the south storefront entrance of the Theater building and the existing administration building an existing footing was discovered to be in conflict with the contractually required concrete sidewalk. As such, the Contractor shall provide labor and material to chip away the conflicting portion of the footing in order to install the contractually required concrete sidewalk, (Refer to Attachment "C" dated 2/1/13).

Item 4) Pursuant to the additional concrete being added at the Northwest side of the Performing Arts Theater building it was no longer necessary to install irrigation in that same location as indicated on the contract drawings. As such, the Contractor shall provide a credit for the deleted irrigation system at the Northwest side of the Performing Arts Theater Building. (Refer to Attachment "D" dated 2/1/13).

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

**Project:** -- 1011-11 CVHS Performing Arts Theater **Purchase Order No. :**

**Contract Number:** 1011-11 **DSA Number:** 04-110424

# CHANGE ORDER

| Item | Responsibility Code | Days | Change Amount |
|---|---|---|---|
| WO 85 | | 0 | $22,179.00 |

Item #1) Pursuant to a jobwalk with the Owner's Representative and Architect of Record it was agreed to install approximately 200 l.f of 10' high chain link fence in lieu of the specified 6' high chain link fence at the Northwest corner of the Performing Arts building in order to maintain separation between the ball fields and the new building. As such, the contractor shall provide labor and material to install the added chain link fence, (Refer to Attachment "A" dated 2/11/13).

Item 2) Pursuant to a jobwalk with the Owner's Representative and the Architect of Record it, was agreed to add approximately 80 square feet of drywall ceiling to Storage Room A105 in order to provide continuity with the adjacent Practice Rooms. As such, the Contractor shall provide labor and material to install the additional drywall ceiling. (Refer to Attachment "B" dated 2/11/13).

Item 3) Pursuant to a jobwalk with the Owner's Representative and the Architect of Record it was determined that the frame openings in the A119 corridors needed to be adjusted in order to compensate for the congestion of the overhead utilities. As such, the Contractor shall provide labor and material to adjust the frame openings as necessary to provide equal spacing in the A119 corridor, (Refer to Attachment "C" dated 2/11/13).

Item 4) Pursuant to a jobwalk with Owner's Representative and the Architect of Record a level 5 finish of the drywall in the Band and Choral rooms was added since the contractual documents did not indicate the desired finish. As such, the Contractor shall provide labor and material to provide a level 5 finish in the Band Room A115 and Choral Room A101, (Refer to Attachment "D" dated 2/11/13).

Item 5) Pursuant to a jobwalk with the Owner's Representative and the Architect of Record it was determined that a concrete curb was needed between the exterior sidewalk and existing footing from t Stair #1 area up to the Vestibule 143 area due to grade variation. As such, the Contractor shall provide labor and material to install the concrete curb, (Refer to Attachment "E" dated 2/11/13).

Item 6) Pursuant to a jobwalk with the Owner's Representative and the Architect of Record it was determined that the drywall at the East Walls of the Band and Choral Rooms needed to be laminated to the CMU wall and have a level 5 finish. As such, the Contractor shall provide labor and material to laminate the drywall to the CMU and provide a level 5 finish, (Refer to Attachment "F" dated 2/11/13).

| | | | |
|---|---|---|---|
| WO 86 | | 0 | $22,423.00 |

Item #1) Pursuant to the Architect of Record's (AOR) issuance of Construction Change Document (CCD) #4 dated 12/11/12 it was necessary for the Contractor to an overhead coiling counter service door at Window J in order to achieve a 1-hour rated enclosure in between the Ticket Booth A134 and the Lobby A130. As such, the contractor shall provide labor and material to add the additional 20 minute rated Type G overhead coiling counter service door as noted in CCD #10, (Refer to Attachment "A" dated 2/18/13).
Item #2) Pursuant to the Architect of Record's (AOR) issuance of Construction Change Document (CCD) #18 dated 2/5/13 it was necessary to provide two pole mounted light fixtures with steel pole top brackets since the existing poles and light fixtures were not acceptable for relocation as indicated on the contract drawings. As such, the Contractor shall provide labor and material to install the poles and light fixtures as noted in CCD #18,(Refer to Attachment "B" dated 2/18/13).

Item #3) Pursuant to a jobwalk with the Owner's Representative and Architect of Record it was agreed to remove and replace the existing damaged door and hardware at the CMU wall enclosure adjacent to the Main Electrical Room. As such, the Contractor shall provide labor and material to replace the damaged door and hardware, (Refer to Attachment "C" dated 2/18/13).

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

**Project:** -- 1011-11 CVHS Performing Arts Theater **Purchase Order No. :**

**Contract Number:** 1011-11 **DSA Number:** 04-110424

# CHANGE ORDER

| Item | Responsibility Code | Days | Change Amount |
|---|---|---|---|
| WO 87 | | 0 | $5,917.00 |

Item 1) Pursuant to the Architect of Record's (AOR) issuance of Instruction Bulletin #33 dated 2/7/13 additional colors were added throughout the Performing Arts Theater building in order to enhance the overall interior finish. As such, the Contract shall provide labor and material to install the additional colors as noted in Bulletin 33, (Refer to Attachment "A" dated 2/25/13).

Item 2) During the course refinement it was decided to relocate the 12" x 12" catch basins within the 20" wide natural concrete accent band at the storefront entrance. As such, the Contractor shall provide labor and material to relocate the 12"x12" catch basins. (Refer to Attachment "B" dated 2/25/13)

Item 3) Pursuant to the Architect of Record's (AOR) issuance of Instruction Bulletin #24 dated 10/30/12 the acoustical fabric wrapped panels at the East and West sides of the Theater house were deleted from the scope of work. Additionally the 2" thick black surface applied wall insulation at the back wall of the theaters was deleted from the scope of work. These areas are to be painted. As such, the District is due a credit from the Contractor for the above noted items, (Refer to Attachment "C" dated 2/25/13)

Contractor agrees to furnish all labor and materials andperform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the changes under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

| | |
|---|---|
| **The Original Contract Sum was** | **$11,975,007.00** |
| **Net Change by Previously Authorized Requests and Changes** | **$756,962.00** |
| **The Contract Sum Prior to This Change Order was** | **$12,731,969.00** |
| **The Contract Sum Will be Increased** | **$106,052.00** |
| **The New Contract Sum Including This Change Order** | **$12,838,021.00** |
| **The Contract Time Will Not Be Changed** | |
| **The Date of Substantial Completion as of this Change Order Therefore is** | **5/24/2013** |

| | Signature | Date |
|---|---|---|
| **CUSD - Joe Farley** | | |
| **Owner's Representative** | | 3/28/13 |
| **Completing Surety** | | 3/27/13 |
| **Architect of Record** | | 3/27/13 |
| **Inspector of Record** | | 3/28/13 |

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano California 92675

CAPISTRANO UNIFIED SCHOOL DISTRICT

**Project:** -- 1011-11 CVHS Performing Arts Theater

**Contract Number:** 1011-11 **DSA Number:** 04-110424

# WORK ORDER

**To:** Liberty Mutual Insurance Co
1001 4th Avenue
13th Floor
Seattle, WA 98154

**Work Order No. :** 00082
**Date:** 2/1/2013

**Title:** RFI 381, HVAC Issues, Fence Credit

Contractor is directed to make the following changes in the Contract All work shall be performed subject to the conditions contained in the Contract This Work Order shall constitute a full and final settlement of any and all claims the Contractor has arising out of the revision set forth herein including claims for impact and delay costs excluding those indentified herein

**Description of Proposal:**

Item #1) Pursuant to the Architect of Record's (AOR) response to Request for Information (RFI) #381, dated 11/28/12 it was necessary for the Contractor to re-route the duct work associated with the added inline sound traps. Therefore, the District determined the additional costs associated with the re-routing the ductwork As such, the contractor shall provide labor and material to re-route the ductwork as needed in order to install the additional inline sound traps as noted in RFI #381. (Refer to Attachment "A" dated 2/1/13)

Item #2) Pursuant to the Architect of Record s (AOR) response to Request for Information (RFI) #418 dated 12/21/12 it was necessary to revise the sound trap sizes in order to fit the ductwork and sound traps in the congested A119 corridor. As such, the contractor shall labor and material to install the revised sound traps as noted in RFI 418. (Refer to Attachment "B" dated 2/1/13)

Item 3) Pursuant to the Architect of Record s (AOR) issuance of Construction Change Document (CCD) #3 dated 11/27/12 it was necessary to revise the plenums for the linear ceiling diffusers in the Lobby A203 because CCD #3 clarified the location of the diffusers to be in the ceiling in lieu of side wall registers on the face of the soffit as noted in FCD 6 As such, the contractor shall provide labor and material to install the plenums as noted in CCD #3 (Refer to Attachment "C" dated 2/1/13)

Item #4) Pursuant to the Architect of Record's (AOR) issuance of Construction Change Document (CCD) #10 dated 1/16/13 it was necessary for the Contractor to add smoke fire dampers at the 1-hour rated wall in between Dressing Room A121 and Dressing Room A122. As such, the contractor shall provide labor and material to add the additional smoke fire dampers as noted in CCD #10. (Refer to Attachment "D" dated 2/1/13)

Item #5) Pursuant to a jobwalk with the Owner's Representative it was agreed to fire caulk the penetrations and holes at the 1hour rated wall in the Main Electrical Room as required by code As such, the Contractor shall provide labor and material to fire caulk and path the 1 hour rated wall at the Main Electrical Room (Refer to Attachment "E" dated 2/1/13)

Item #6) During the scheduled grading for the 2" slurry in between the Eastside entrance to the Performing Arts Theater building and the stairs at the existing administration building an existing concrete slab was discovered to be in conflict with the placement of the contractually required 2" slurry. As such, the Contractor shall provide labor and material necessary to chip away 6" below finish surface the conflicting portion of the existing concrete slab in order to install the contractually required 2" slurry (Refer to Attachment "F" dated 2/1/13)

Item #7) Pursuant to a jobwalk with the Owner s Representative and the Architect of Record it was agreed to delete approximately 650 l f of vinyl coated chain link fence from the scope of work Therefore the Contractor shall provide a credit for the labor and material of the above noted work, (Refer to Attachment "G" dated 2/1/13)

| Item | Description | Amount |
|---|---|---|
| 00001 | | $11 677 00 |

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

CAPISTRANO UNIFIED SCHOOL DISTRICT

**Project:** -- 1011-11 CVHS Performing Arts Theater
**Contract Number:** 1011-11 **DSA Number:** 04-110424

# WORK ORDER

**To:** Liberty Mutual Insurance Co.
1001 4th Avenue
13th Floor
Seattle, WA 98154

**Work Order No. :** 00082
**Date:** 2/1/2013

**Title:** RFI 381, HVAC Issues, Fence Credit
**Proposal Details:**

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents, the amount of the charges (if applicable) under the Work Order is limited to $25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

**COST:**

- [ ] Lump Sum **$11,677.00** [ ] Not To Exceed _____
- [ ] Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms
- [ ] Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL, subject to review and will be resolved to be mutually agreeable
- [ ] In accordance with Contract unit prices

**TIME:**

- [ ] No Change [ ] Time Impact Unknown [ ] Impact to Contract completion is estimated at _____ days
- [ ] Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers _____ Days _____
The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule

| | Signature | Date |
|---|---|---|
| CUSD - Joe Farley | | 2/7/13 |
| Owner's Representative | | 2/6/13 |
| Completing Surety | | 2/6/13 |
| Architect of Record | | 02.06.13 |
| Inspector of Record | | 02/06/13 |

## Capistrano Valley Performing Arts Theater BID # 1011-11

### WO 82

**HVAC Issues, Fence Credit & Add**

DATA DATE:2.1/13

Refer to Attachments A B, C, D, & E

## Add

| ITEM NO. CUSD | DESCRIPTION | RENTAL EQUIPMENT | MATERIAL | LABOR | SUB TOTAL |
|---|---|---|---|---|---|
| 1 | Contractor shall provide labor and material to rework the ducting for the additional sound traps per RFI 381. See Attachment "A"<br>3 men x 1 days x 8/hrs. x $60/hr = $1440<br>Material. $220 Lump Sum Price | | $ 220.00 | $ 1,440.00 | $ 1,660.00 |
| 2 | Contractor shall provide labor and material to install the added sound traps in the A119 corridor. See Attachment "B"<br>2 men x 3 days x 8hrs x $60/hr = $2880<br>Material: 4/soundtraps x $735/ea = $2940 | | $ 2,940.00 | $ 2,880.00 | $ 5,820.00 |
| 3 | Contractor shall provide labor and material to modify plenums for the linear diffusers in the lobby as noted in CCD #3. See Attachment "C"<br>Field Labor. 3men x 2 days x 8/hrs. x $60/hr = $2880<br>Shop Labor 2men x 2 days x 8/hrs. x $60 hr = $1920<br>Material. 12/8" dampers x $230 = $2760<br>Material: 12/plenums x $200/ea. = $2400 | | $ 5,160.00 | $ 4,800.00 | $ 9,960.00 |
| 4 | Contractor shall provide labor and material to install smoke fire dampers and between the boys and girls dressing rooms as noted in CCD #10. See Attachment "D"<br>Material: 2/ 10"dampers x $300/ea = $600<br>3 men x 2 days x 8/hrs x $60/hr. = $2880<br>Framing. $800 Lump Sum Price<br>Labor to Remove Ductwork = $1000 Lump Sum Price | | $ 600.00 | $ 3,880.00 | $ 5,280.00 |
| 5 | Contractor shall provide labor and material to install circuits and connect Fire Smoke Dampers See Attachment "D"<br>Lump Sum Price. $3650 (includes labor and material) | | | | $ 3,650.00 |
| 6 | Contractor shall provide labor and material to fire caulk and patch the 1 hour walls See Attachment "E"<br>1 man x 5 days x 8hrs. x $60/hr = $2400<br>Material = $600 | | $ 600.00 | $ 2,400.00 | $ 3,000.00 |
| 7 | Contractor to provide labor and material to chip away an existing concrete slab 6" below finish surface See Attachment "F"<br>Lump Sum Price. $1000 | | | | $ 1,000.00 |

| | | |
|---|---|---|
| Subtotal Add | $ | 30,370.00 |
| 10% Fee | $ | 3,037.00 |
| Subtotal | $ | 33,407.00 |
| 5% GC/Ins. Fee | $ | 1,670.35 |
| Net Add | $ | 35,077.35 |

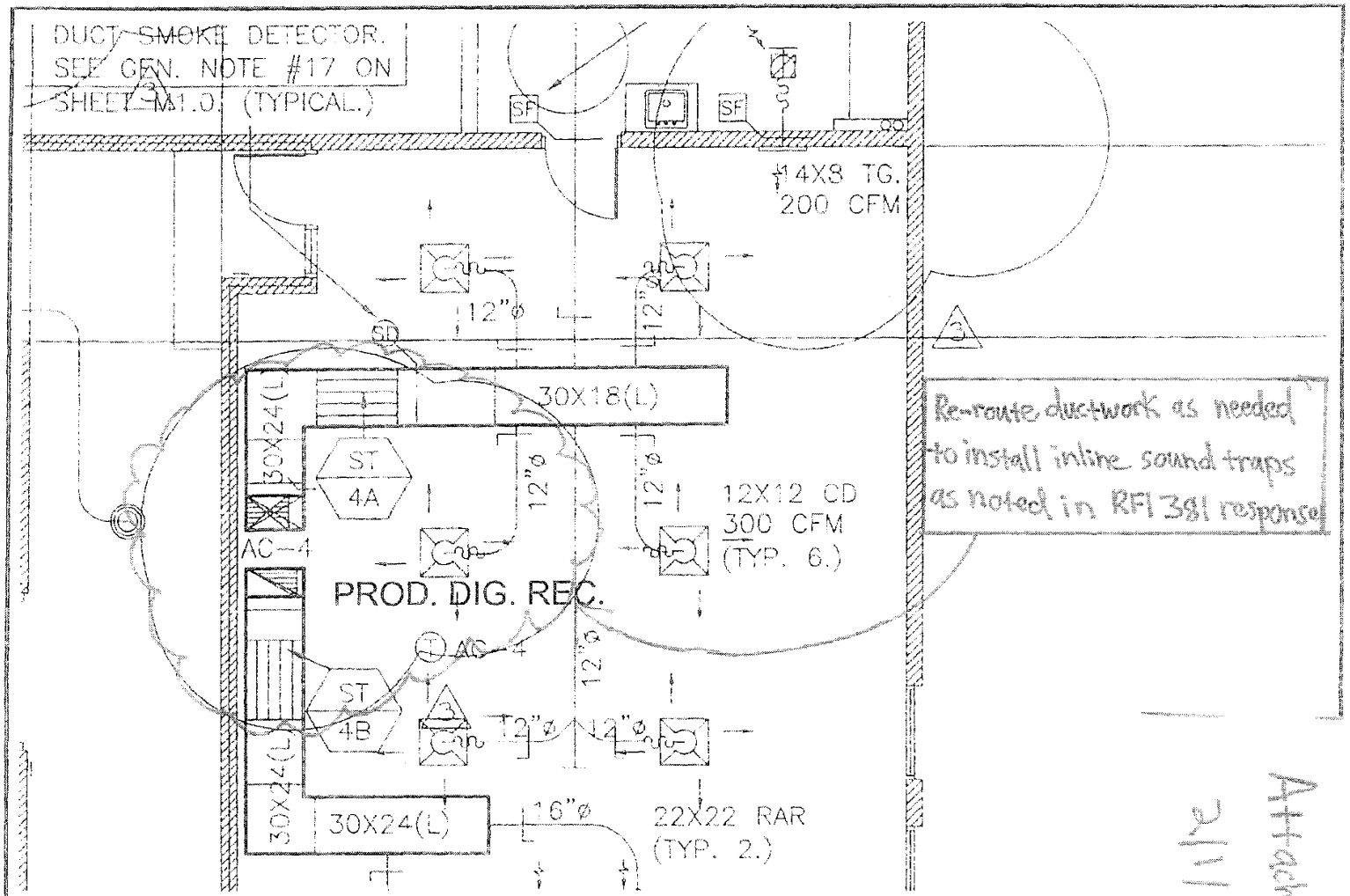
## Credit

| ITEM NO. CUSD | DESCRIPTION | RENTAL EQUIPMENT | MATERIAL | LABOR | SUB TOTAL |
|---|---|---|---|---|---|
| 1 | Credit to delete approximately 650 l.f. of 6' high vinyl coated chain link fence adjacent to the fire lane from the scope of work See Attachment "E"<br>650 l.f. x $36/l.f. = $23,400 | | | | $ 23,400.00 |

| | | |
|---|---|---|
| Subtotal Credit | $ | (23,400.00) |
| Net Add | $ | 35,077.35 |
| Net Credit | $ | (23,400.00) |
| FULL AND FINAL TOTAL* | $ | 11,677 |

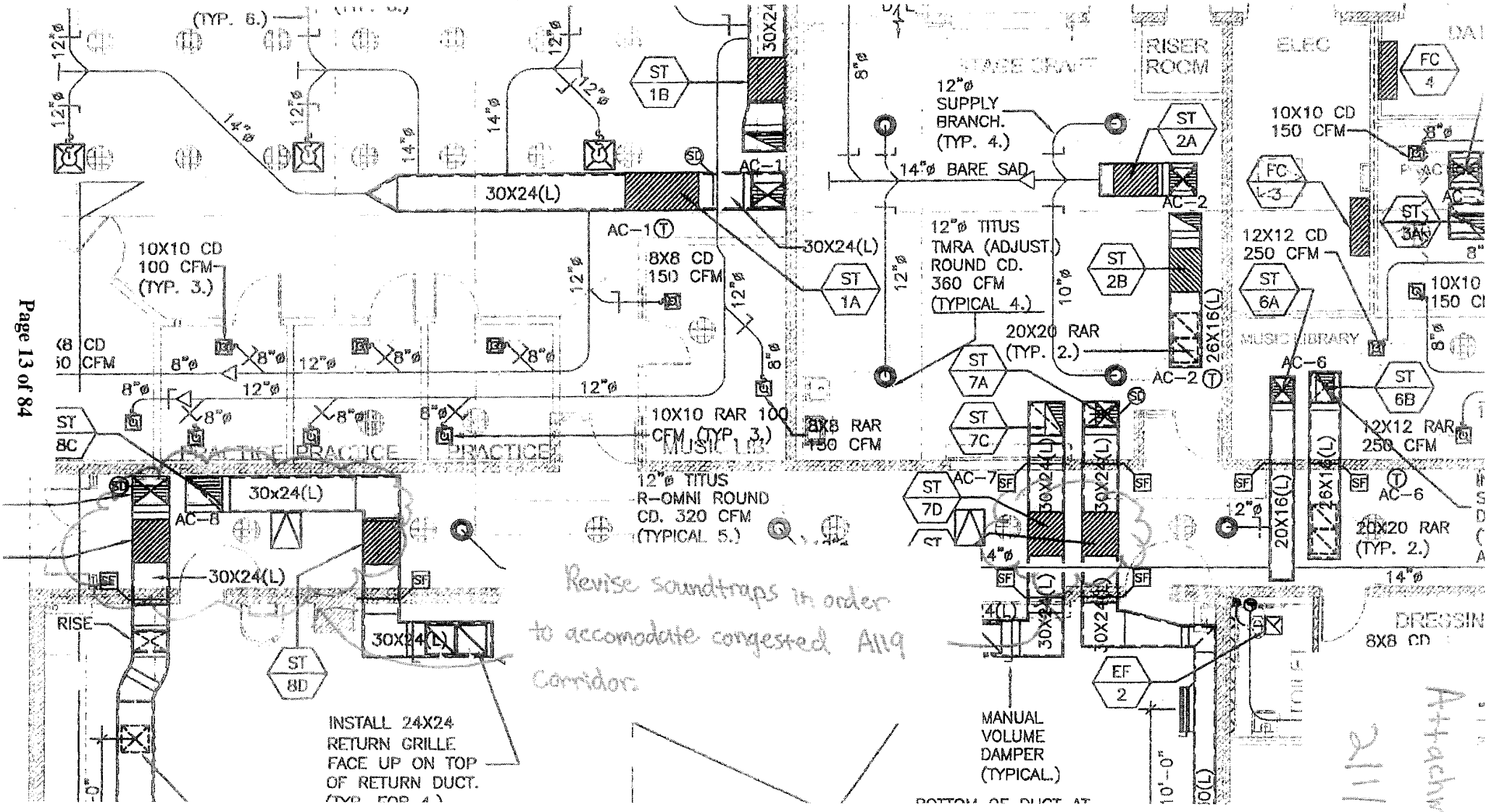
*Rounded to nearest dollar

Attachment A
dated 11/28/12
Reference RFI 381




| Detail | File | Scale | Detail No. |
|---|---|---|---|
| DIGITAL RECORDING ROOM | | 3/16" = 1'-0" | AC-M-4 |

Attachment "A"
2 of 13




Attachment "B"
2/11/13

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

CAPISTRANO
UNIFIED SCHOOL DISTRICT

**Project:** -- 1011-11 CVHS Performing Arts Theater

**Purchase Order No.:**

**Contract Number:** 1011-11 **DSA Number:** 04-110424

# REQUEST FOR INFORMATION

**RFI No.:** 00418

**Title:** SOUND TRAP SIZE CHANGE

**Date:** 12/20/2012 **Required:** 12/21/2012 **Answered:** 12/21/2012

**From:** Phil Tanghal
S.J. Amoroso Construction Co., Inc.

**To:** Korin Lawing
Capistrano Unified School District

**Contractor's Request:**

In A119 corridor, the ductwork for AC-2 is designed to cross under the roof drain lines but the ductwork does not fit as planned. Per plan, the ductwork and the sound trap is 30 x 24. If acceptable, a sound trap size of 45x17x36 can fit and make everything in this congested area fit.

**Proposed Solution:**

Please confirm if acceptable.

**Owner's Representative's Additional Information:**

**Architect of Record's Response:**

A 45x17x36 sound trap is acceptable. Mechanical contractor to verify if a sound trap is available in this size.

Commence the work described above immediately. In the event of a dispute of interpretation of the requested work, resolution shall be pursuant to the General Conditions Article 4.5 Disputes.

- [ ] * This response was provided FOR INFORMATION ONLY and does not affect the Contract.
- [ ] * This response is a CLARIFICATION OF THE CONTRACT (NO COST or TIME EFFECT)
- [ ] * This response is a MINOR CHANGE to the Contract with no effect to the Contract cost or time (NO COST OR TIME EFFECT)
- [ ] ** This response CHANGES the Contract with an anticipated effect to Contract cost and/or time. (COST/TIME EFFECT). The Distict shall issue a Work Order to the Contractor.

* This does not modify contract cost or time. If the recipient believes that the RFI affects contract cost or time, the recipient shall respond in writing in accordance with the Contract.

Attachment "C"

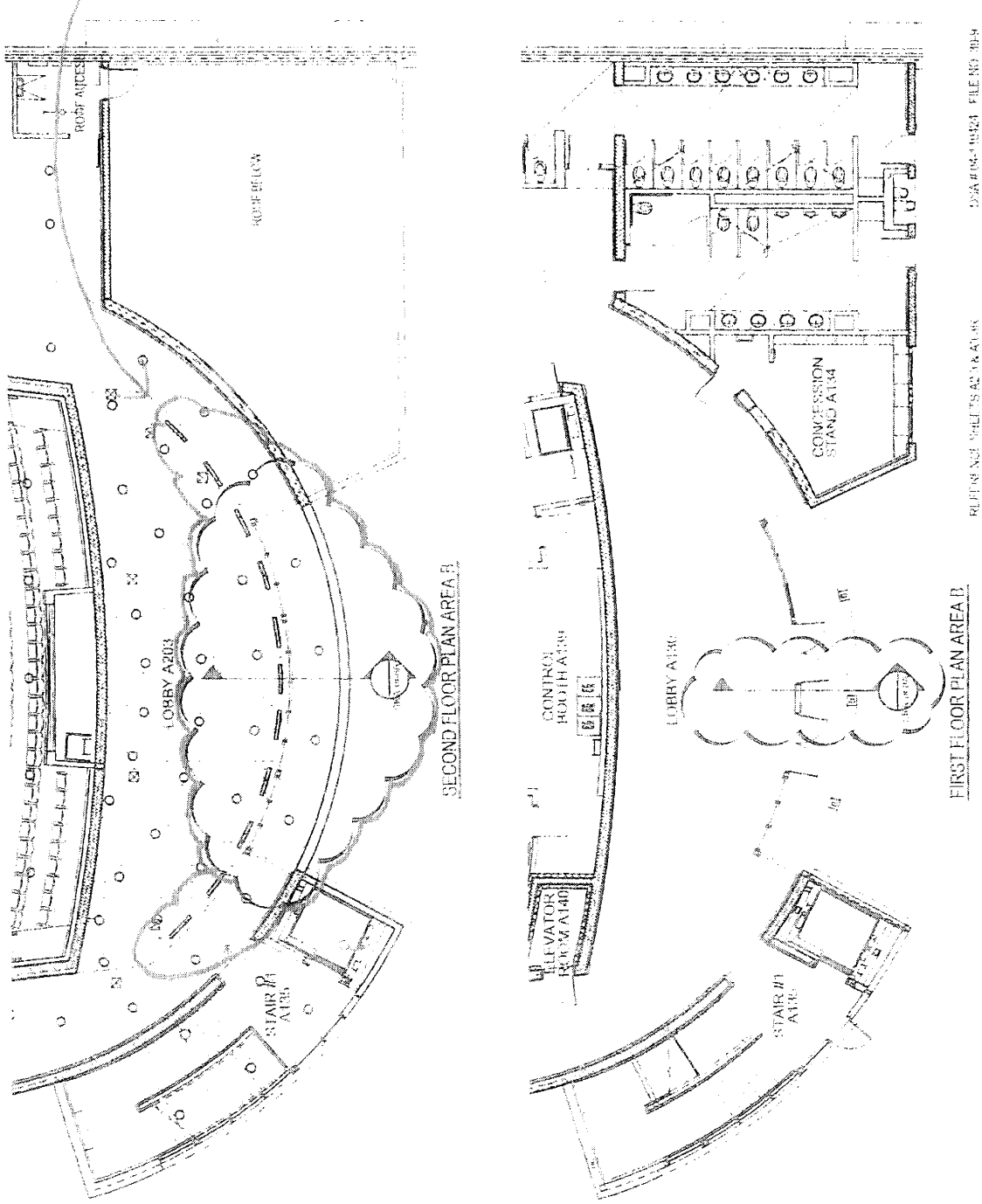
2/1/13

SOUTHERN CALIFORNIA
8163 Rochester Ave.
Suite 100
Rancho Cucamonga
California 91730-5723
tel. 909-987-3909
fax. 909-980-9980

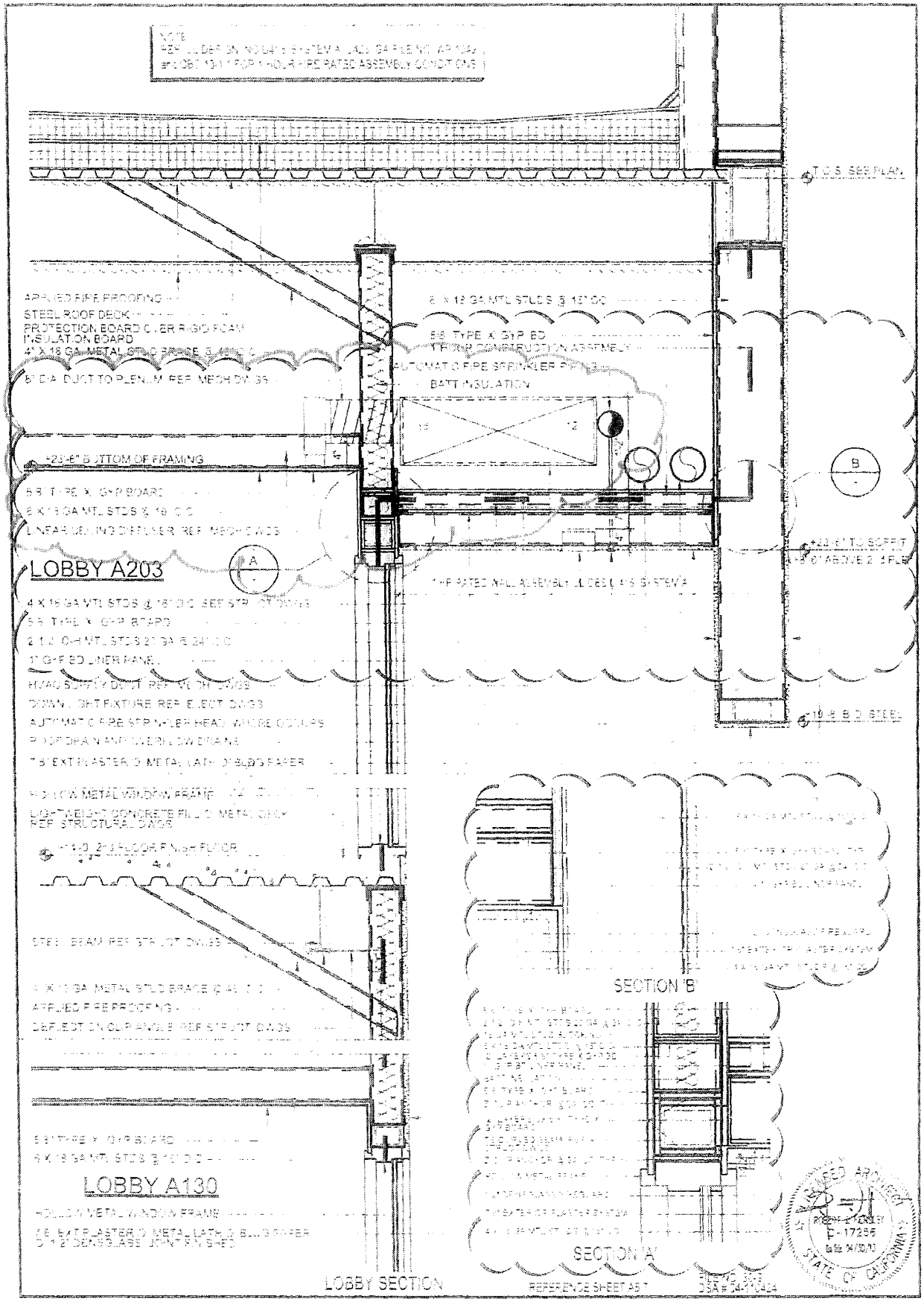
WLC Architects, Inc.

CAPISTRANO VALLEY
PERFORMING ARTS THEATER
MISSION VIEJO, CA

Revise plenums to accomodate ceiling diffusers in lieu of side wall registers on face of soffit




1 of 3




| | |
|---|---|
| DRAWN: | WLC |
| CHECKED: | WLC |
| DATE: | 11.19.12 |
| SCALE: | NTS |
| JOB NO.: | 0814000 |

SKA-068A

CAPISTRANO VALLEY PERFORMING ARTS THEATER
MISSION VIEJO, CA

WLC Architects, Inc.

SOUTHERN CALIFORNIA
9163 Rochester Ave.,
Suite 100
Rancho Cucamonga,
California 91730-7729
tel. 909-987-0936
fax. 909-980-9382

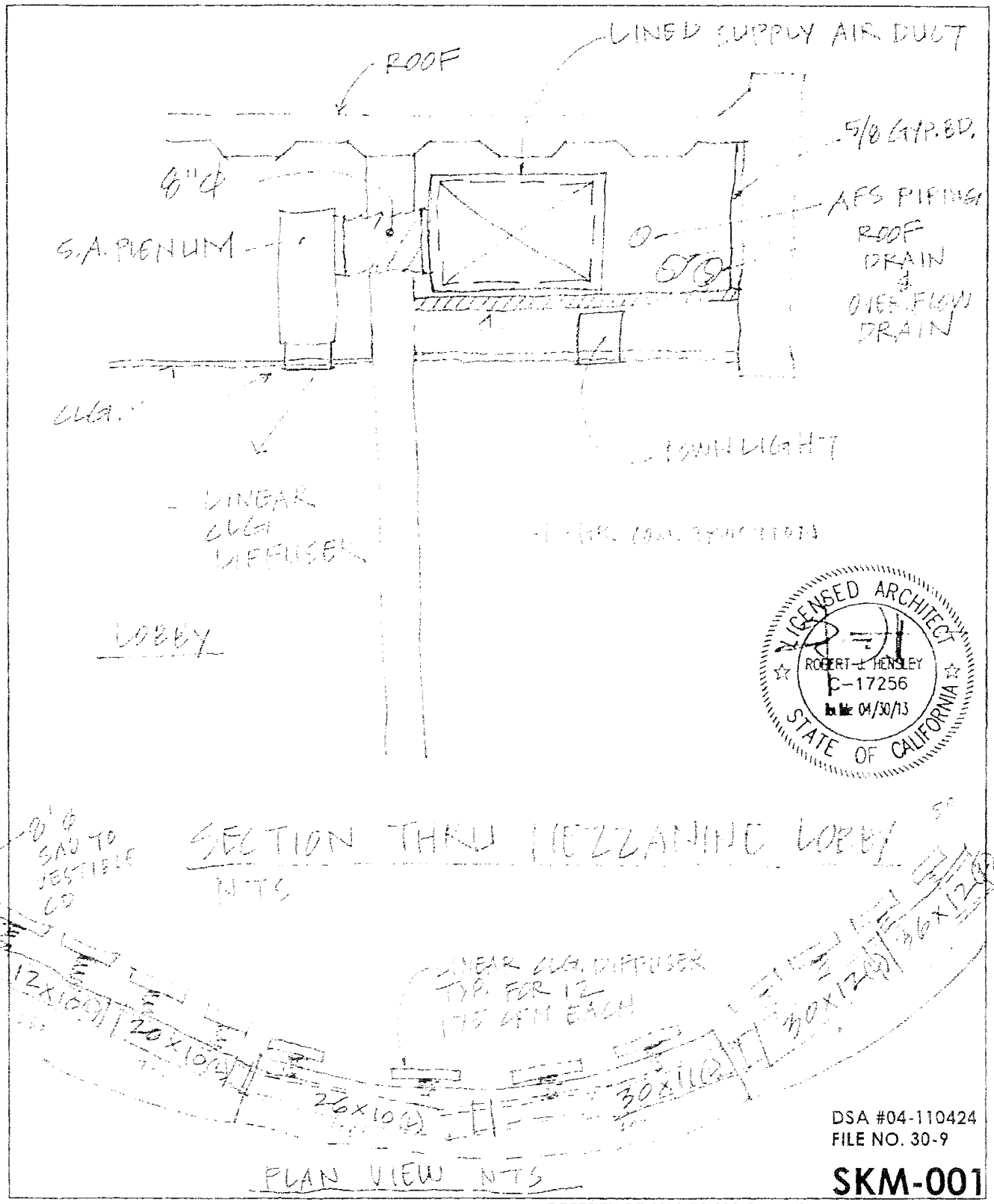
330



2 of 3

# IDS Group, Inc. (IDS)

| | | | |
|---|---|---|---|
| Project: CAPO. VLY. H.S. PAT | By: IRC | Chk'd: | Job No: 48,040.00 |
| Subject: MEZZANINE LOBBY | | Section: | Date: 11.06.12 |
| | | | Page: 1 of 1 |




DSA #04-110424
FILE NO. 30-9

**SKM-001**

REFERENCE SHEETS M2.1 & M3.1
& FCD6

CCD 3
SHT. 3 of 3

IDS - 1 Peters Canyon Rd., Suite 140 Irvine CA 92606 ▲ Tel: 949 387 8500 ▲ Fax: 949.387.0800

331



3 of 3

Attachment "D"
2/1/13

Division of the
# State Architect
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

**CCD #: A010**

DSA FILE #: 30 - 9
DSA APPL #: 04 - 110424
Date Dec 18, 2012

APPLICATION FOR APPROVAL OF

## CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A

**Changes to or affecting the Structural Safety, Access Compliance or Fire & Life Safety Portions of the Project**

Please Print or Type all Information - or fill out on-line and print for signatures

**ALL FIELDS MUST BE COMPLETED** See DSA IR A-6 for submittal requirements

1. **Name of Project:** Capistrano Valley High School Performing Arts Theater

2. **Applicant Information:**

   **Firm Name:** WLC Architects, Inc.

   **Contact Name:** Steven Stearns

   **Address:** 8163 Rochester Avenue, Suite 100 Rancho Cucamonga CA 91730 0729

   **Phone Number:** (909) 987-0909 **e-mail:** sstearns@wlcarchitects.com

3. **Name of Design Professional in General Responsible Charge:** Robert J. Hensley

4. **Professional License Type** ☒ **Architect** ☐ **Structural Engineer** **License Number** C-17256

5. **Design Professional in General Responsible Charge Statement:** The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24 California Code of Regulations and the project specifications They are acceptable for incorporation into the construction of the project

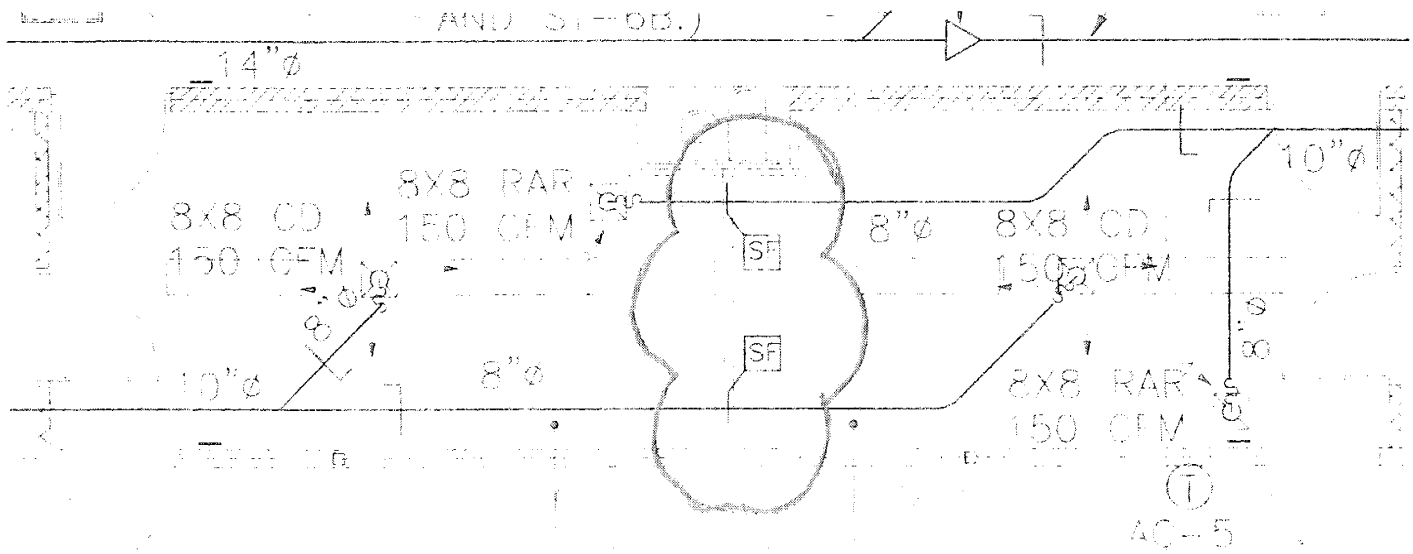
   **Signature:** _____
   DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

6. **Brief Description of construction change (attach additional sheets if needed):**
   Add smoke fire dampers at 1-hour rated wall between Dressing Room A121 and Dressing Room A122 per the attached Sketches SKM-001, SKE-073.1, SKE-073.2, SKE-073.3.

7. **List of attachments:**
   DSA Approved Sheet A2.2
   DSA Approved Sheet M2.0
   DSA Approved Sheets E3.3, E5.3, E6.4

8. **List of DSA approved documents affected by this CCD:**
   DSA Approved Drawing A2.2, M2.0, E3.3, E5.3, E6.4

9. **NOTE: Check here ☒ to confirm that all CCD drawings and calculations have been stamped and signed by the responsible design professional.**




USA A# 04-110434
FILE NO. 30-9
DWG. SHEET NO. 1 OF 4.

REFERENCE SHEET V2.0


WLC Architects, Inc.

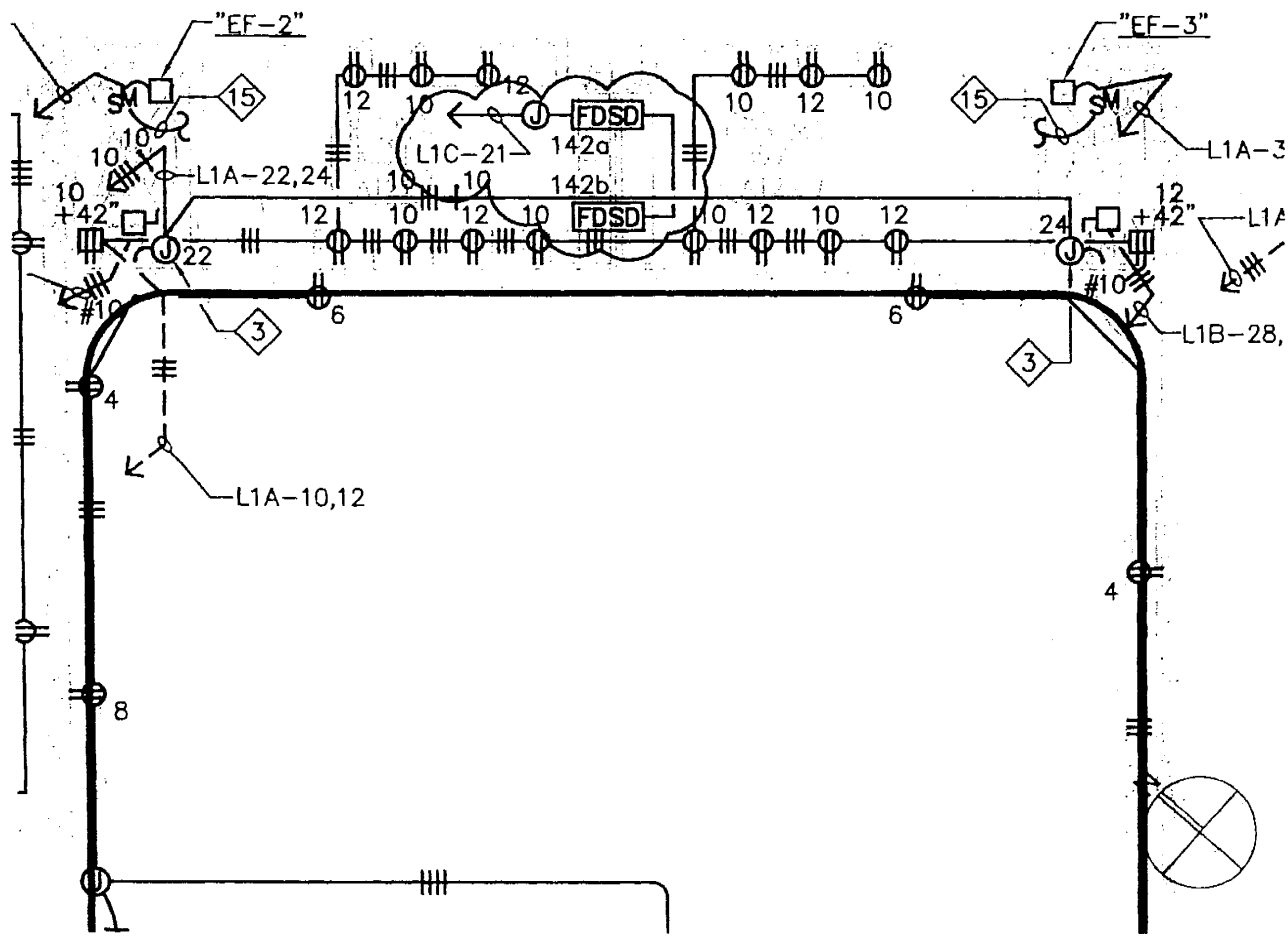
SOUTHERN CALIFORNIA
8163 Rochester Ave.,
Suite 100
Rancho Cucamonga
California 91730-0729

tel: 909-987-0909
fax: 909-980-9980


CAPISTRANO VALLEY
PERFORMING ARTS THEATER
MISSION VIEJO, CA

| | |
|---|---|
| DRAWN | RM |
| CHECKED | |
| DATE | 01/16/12 |
| SCALE | N.T.S. |
| JOB NO. | 08140.5 |

SKM-001
CCD10




DSA A# 04-110424
FILE NO. 30-9
DWG. SHEET NO. 2 OF 4

TTG TMAD TAYLORS GAINES
• STRUCTURAL
• MECHANICAL
• ELECTRICAL
• CIVIL
800 North Ferrari Lane, Suite 100
Ontario, California 91764
Phone: 909.477.6915
Fax: 909.477.6916
www.ttgcorp.com Project No. 2008.173.00

REGISTERED PROFESSIONAL ENGINEER
NESTOR C. IGNACIO, JR.
Lic. E16934
Exp. 6-30-2013
ELECTRICAL
STATE OF CALIFORNIA

LICENSED ARCHITECT
ROBERT J. HENSLEY
C-17256
Exp. Date 04/30/13
STATE OF CALIFORNIA

REFERENCE SHEET: E3.3

WLC Architects, Inc.
RANCHO CUCAMONGA · FOLSOM · EMERYVILLE

SOUTHERN CALIFORNIA
8163 Rochester Ave., Suite 100
Rancho Cucamonga
California 91730-0729
tel: 909-987-0909
fax: 909-980-9980

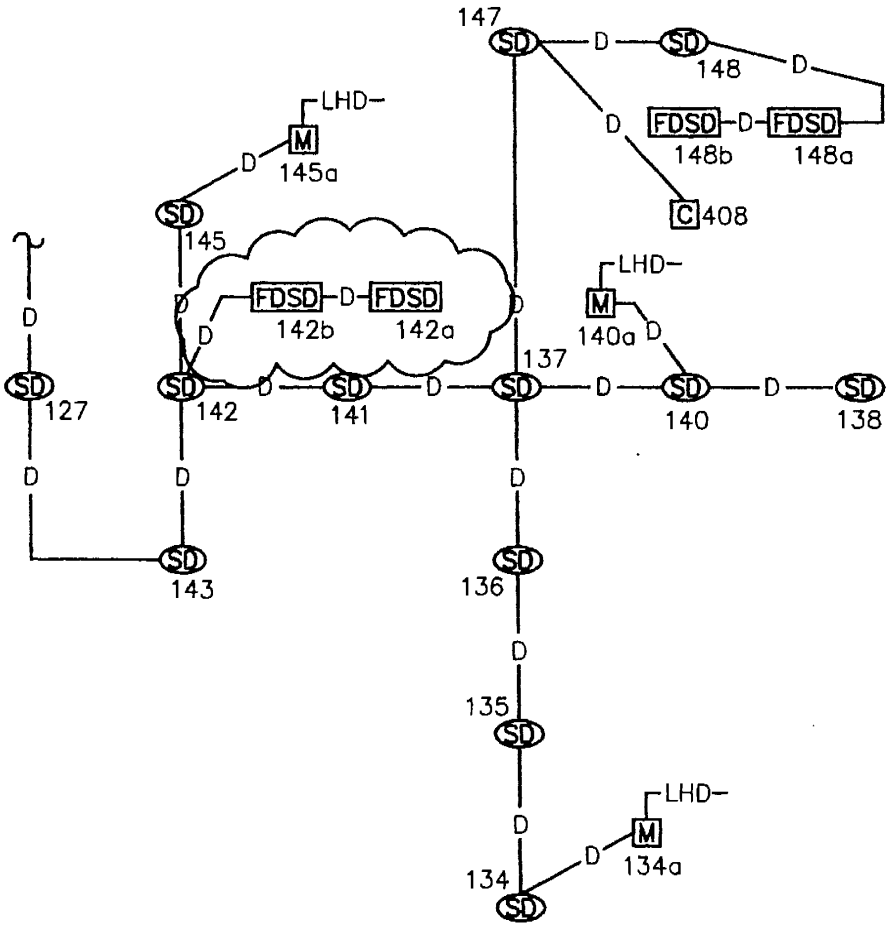
CAPISTRANO VALLEY
PERFORMING ARTS THEATER
MISSION VIEJO, CA

| | |
|---|---|
| DRAWN | AS/JS |
| CHECKED | JS |
| DATE | 1/16/12 |
| SCALE | 1"=8'-0" |
| JOB NO. | 08140.5 |

SKE-073-2

334

3 of 5




TTG TIMMONS TAYLOR & GAINES
• STRUCTURAL
• MECHANICAL
• ELECTRICAL
• CIVIL
800 North Ferrari Lane, Suite 100
Ontario, California 91764
Phone: 909.477.6915
Fax: 909.477.6916
www.ttgcorp.com Project No. 2008.173.00

REGISTERED PROFESSIONAL ENGINEER
NESTOR C. IGNACIO, JR.
Lic. E16934
Exp. 6-30-2013
ELECTRICAL
STATE OF CALIFORNIA

DSA A# 04-110424
FILE NO. 30-9
DWG. SHEET NO. 4 of 4

LICENSED ARCHITECT
ROBERT J. HENSLEY
C-17256
Exp. Date 04/30/13
STATE OF CALIFORNIA

REFERENCE SHEET: E6.4

WLC Architects, Inc.
RANCHO CUCAMONGA FOLSOM EMERYVILLE

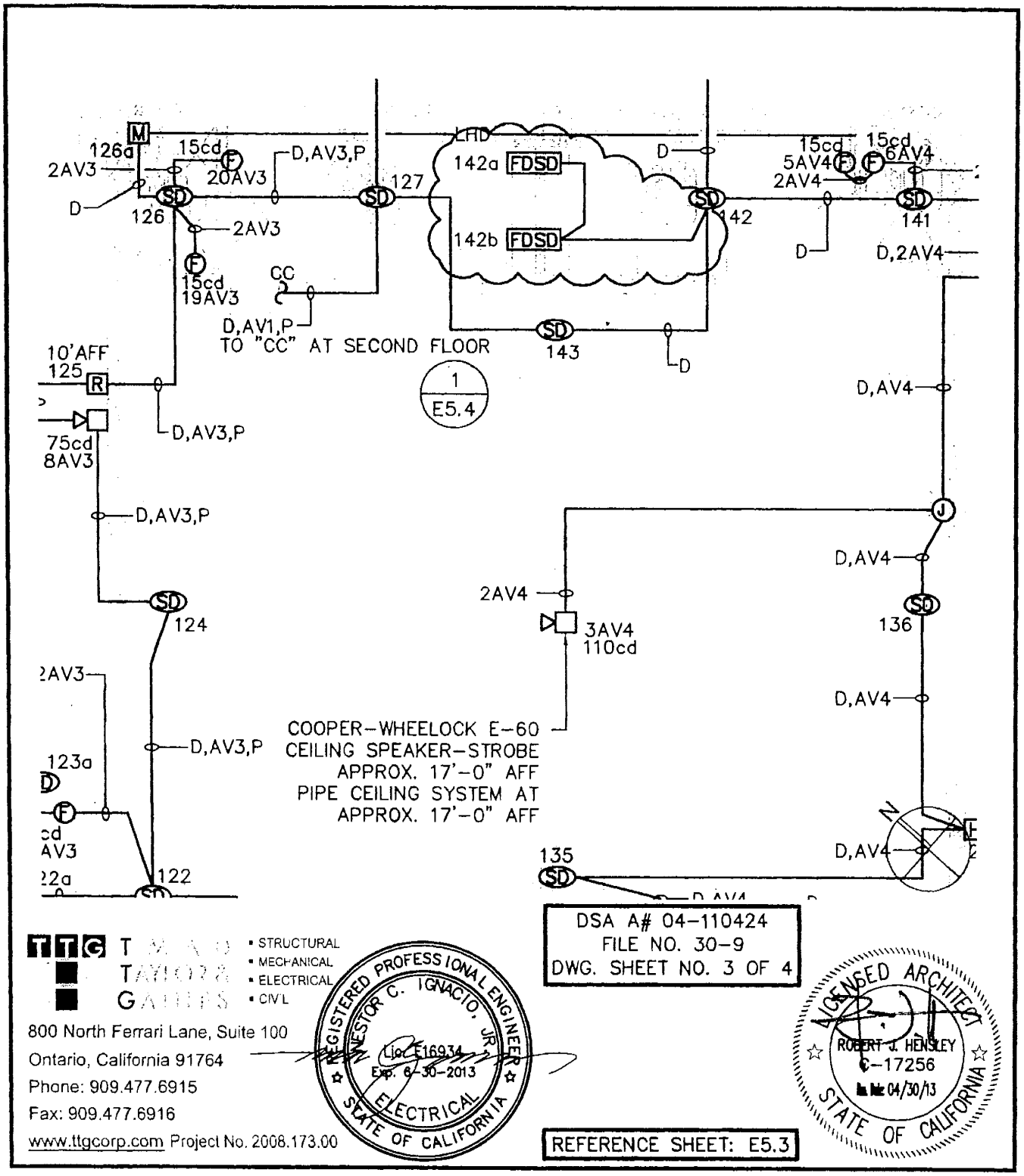
SOUTHERN CALIFORNIA
8163 Rochester Ave., Suite 100
Rancho Cucamonga
California 91730-0729
tel: 909-987-0909
fax: 909-980-9980

CAPISTRANO VALLEY
PERFORMING ARTS THEATER
MISSION VIEJO, CA

| | |
|---|---|
| DRAWN | AS/JS |
| CHECKED | JS |
| DATE | 1/16/12 |
| SCALE | 1"=8'-0" |
| JOB NO. | 08140.5 |

SKE-073-4

4 of 35




WLC Architects, Inc.
RANCHO CUCAMONGA · FOLSOM · EVERYVILLE

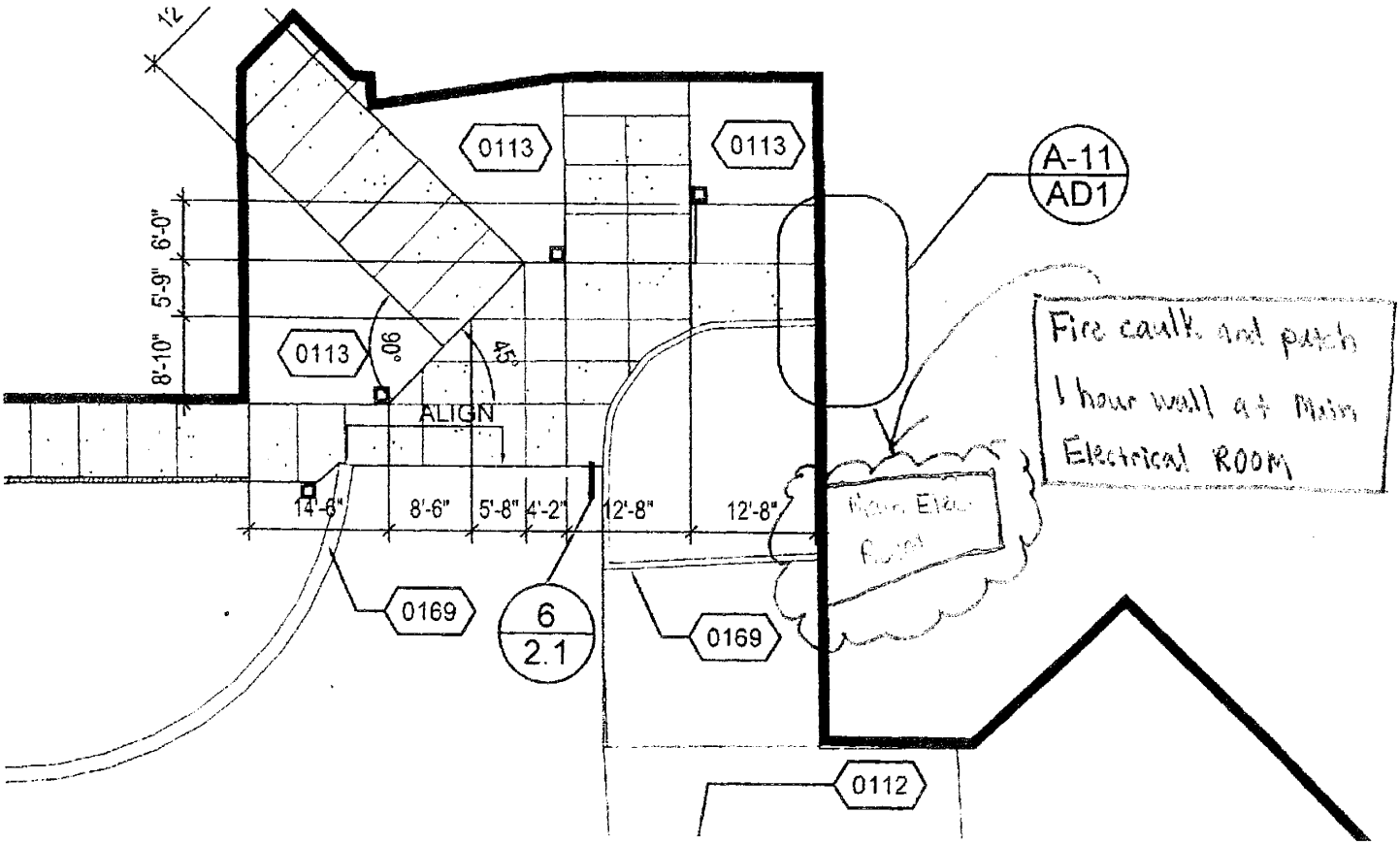
SOUTHERN CALIFORNIA
8163 Rochester Ave., Suite 100
Rancho Cucamonga
California 91730-0729
tel: 909-987-0909
fax: 909-980-9980

CAPISTRANO VALLEY
PERFORMING ARTS THEATER
MISSION VIEJO, CA

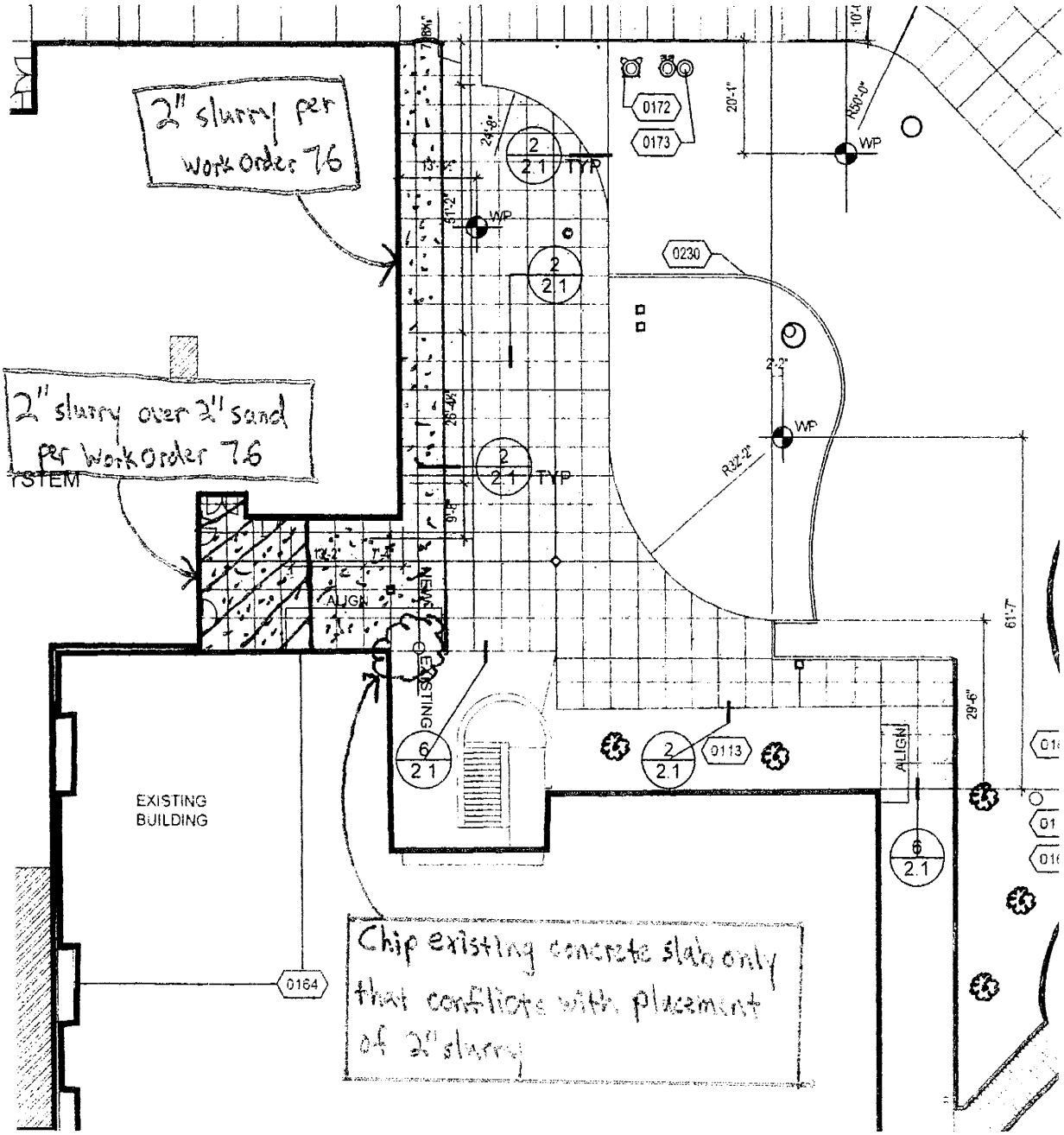
| | |
|---|---|
| DRAWN | AS/JS |
| CHECKED | JS |
| DATE | 1/16/12 |
| SCALE | 1"=8'-0" |
| JOB NO. | 08140.5 |

SKE-073-3

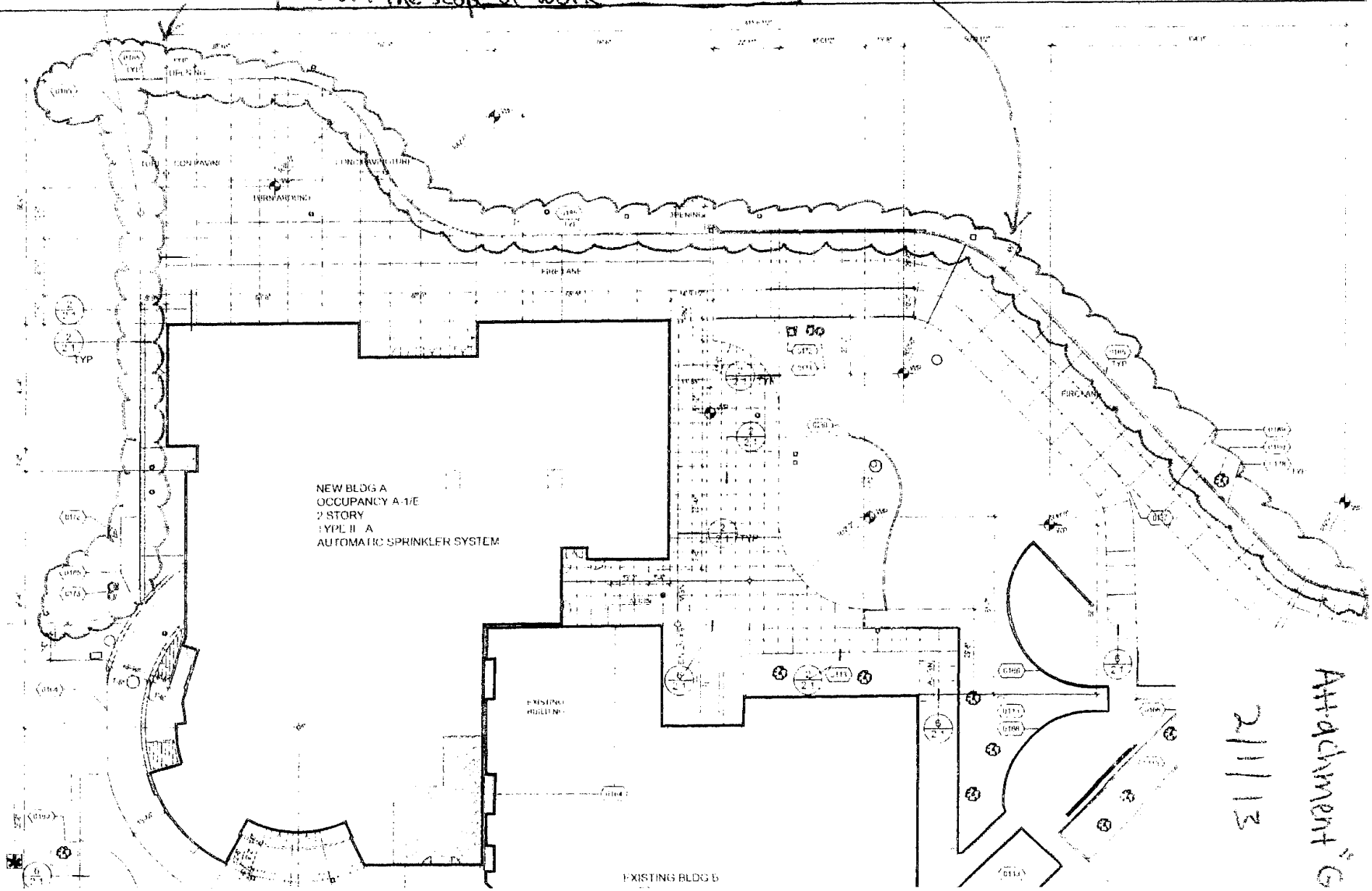
Attachment "E"
2/1/13



Attachment "F"
2/1/13



Credit to remove approximately 650 l.f. of 6' high vinyl coated chain link fence from the scope of work




Attachment "G"
2/1/13

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

CAPISTRANO UNIFIED SCHOOL DISTRICT

**Project:** -- 1011-11 CVHS Performing Arts Theater

**Contract Number:** 1011-11 **DSA Number:** 04-110424

# WORK ORDER

**To:** Liberty Mutual Insurance Co
1001 4th Avenue
13th Floor
Seattle, WA 98154

**Work Order No. :** 00083
**Date:** 2/1/2013

**Title:** RFI 444, 447, Bul 32, Downspouts

Contractor is directed to make the following changes in the Contract All work shall be performed subject to the conditions contained in the Contract This Work Order shall constitute a full and final settlement of any and all claims the Contractor has arising out of the revision set forth herein including claims for impact and delay costs excluding those indentified herein

## Description of Proposal:

Item 1) Pursuant to the Architect of Record's (AOR) response to Request for Information (RFI) #447, dated 1/24/13 it was necessary to add window dams because the contract drawing did not indicate them As such, the contractor shall provide labor and material to install the window dams as noted in RFI 447 Response. (Refer to Attachment "A" dated 2/1/13)

Item 2) Pursuant to the Architect of Record s (AOR) issuance of Bulletin 32 dated 1/30/13 it was necessary to provide additional concrete at the Northwest side of the Performing Arts Theater in order to ease pedestrian traffic congestion to the soccer and baseball fields. Therefore, the contractor shall provide labor and material to install the additional concrete and extend the 6" storm drain as noted in Bulletin 32. (Refer to Attachment "B" dated 2/1/13)

Item 3) Pursuant to a jobwalk with the Architect of Record and the Owner's Representative it was necessary to provide brass downspout nozzles in order to direct runoff water away from the Performing Arts Theater building. As such the Contractor shall provide material and labor to install the brass downspout nozzles (Refer to Attachment "C" dated 2/1/13)

Item 4) Pursuant to the Architect of Record s (AOR) response to Request for Information (RFI) #444, dated 1/24/13 it was necessary to reconfigure fabric wrapped acoustic wall panels in Room A115 and add additional fabric wrapped acoustic wall panels in Room A118 As such, the Contractor shall provide labor and material to install the additional acoustic wall panels and reconfigure the necessary acoustic wall panels as noted in RFI 444 Response. (Refer to Attachment 'D' dated 2/1/13)

| Item | Description | Amount |
|---|---|---|
| 00001 | | $19,520.00 |

## Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents the amount of the charges (if applicable) under the Work Order is limited to $25,000 The adjustment in contract sum if any and the adjustment in the contract time if any set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order unless otherwise provided in the Work Order

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

CAPISTRANO UNIFIED SCHOOL DISTRICT

**Project:** -- 1011-11 CVHS Performing Arts Theater

**Contract Number:** 1011-11 **DSA Number:** 04-110424

# WORK ORDER

**To:** Liberty Mutual Insurance Co
1001 4th Avenue
13th Floor
Seattle, WA 98154

**Work Order No. :** 00083
**Date:** 2/1/2013

**Title:** RFI 444, 447, Bul 32, Downspouts

**COST:**

☐ Lump Sum **$19,520.00** ☐ Not To Exceed _____

☐ Time and Materials Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms

☐ Submit quotation promptly for the work described above The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable

☐ In accordance with Contract unit prices

**TIME:**

☐ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at _____ days

☐ Will not change completion date but is expected to impact specific CPM Activities Activity Numbers _____ Days _____
The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule

| | Signature | Date |
|---|---|---|
| CUSD - Joe Farley | | 2/7/13 |
| Owner's Representative | | 2/6/13 |
| Completing Surety | | 2/6/13 |
| Architect of Record | | 02.06.13 |
| Inspector of Record | | 02/06/13 |

## Capistrano Valley Performing Arts Theater BID # 1011-11

## WO 83

### RFI 447, Bulletin 32, Downspouts, Acoustical Panels

DATA DATE 2/1/13

Refer to Attachment A, B. C & D

## Add

| ITEM NO. CUSD | DESCRIPTION | RENTAL EQUIPMENT | MATERIAL | LABOR | SUB TOTAL |
|---|---|---|---|---|---|
| 1 | Contractor shall provide labor and material to add painting and caulking at the storefront window dam as necessary per RFI 447 . See Attachment "A"<br><br>10/windows x $265/paint and caulk = $2650 | | | | $ 2,650.00 |
| 2 | Contractor shall provide labor and material to install approximately 1300 square feet of additional concrete and extend the 6' drain northwest of the PAT building as noted in Bulletin 32. See Attachment "B"<br>1300/s.f. x $3.95/s.f = $5130 Lump Sum Price<br>Grading = $1500 Lump Sum Price<br>Extend 6" storm drain = $500 Lump Sum Price | | | | $ 7,130.00 |
| 3 | Contractor shall provide labor and material to install brass downspout nozzles at the overflow drains. See Attachment "C"<br>6" (4) downspouts x $400/ea. = $1600 Lump Sum Price<br>4" (5) x $300/ea. = $1500 Lump Sum Price | | | | $ 3,100.00 |
| 4 | Contrall shall provide labor and material to install ten 4'x6' fabric wrapped acoustic wall panels in the Production Digital Recording Room See Attachment "D"<br>10/panels x 24.s f x $16 75/s f. = $4020 Lump Sum Price | | | | $ 4 020.00 |

| | | |
|---|---|---|
| Subtotal Add | $ | 16,900.00 |
| 10% Fee | $ | 1,690.00 |
| Subtotal | $ | 18,590.00 |
| 5% GC/Ins. Fee | $ | 929.50 |
| Net Add | $ | 19,519.50 |

FULL AND FINAL TOTAL* $ 19,520

*Rounded to nearest dollar

342

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

CAPISTRANO UNIFIED SCHOOL DISTRICT

Attachment "A"
2/1/13

**Project:** -- 1011-11 CVHS Performing Arts Theater

**Purchase Order No.:**

**Contract Number:** 1011-11

**DSA Number:** 04-110424

# REQUEST FOR INFORMATION

**RFI No.:** 00447

**Title:** WINDOW DAMS

**Date:** 1/21/2013 **Required:** 1/28/2013 **Answered:** 1/24/2013

**From:** Nathan Berkey
S.J. Amoroso Construction Co., Inc.

**To:** Korin Lawing
Capistrano Unified School District

**Contractor's Request:**

Please confirm we are to proceed with the storefront window dams per sketch "A" produced based upon jobwalk with owners representatives on 1-18-13.

**Proposed Solution:**

N/A

**Owner's Representative's Additional Information:**

**Architect of Record's Response:**

Confirmed, per Owner's Representative recommendation.

Commence the work described above immediately. In the event of a dispute of interpretation of the requested work, resolution shall be pursuant to the General Conditions Article 4.5 Disputes

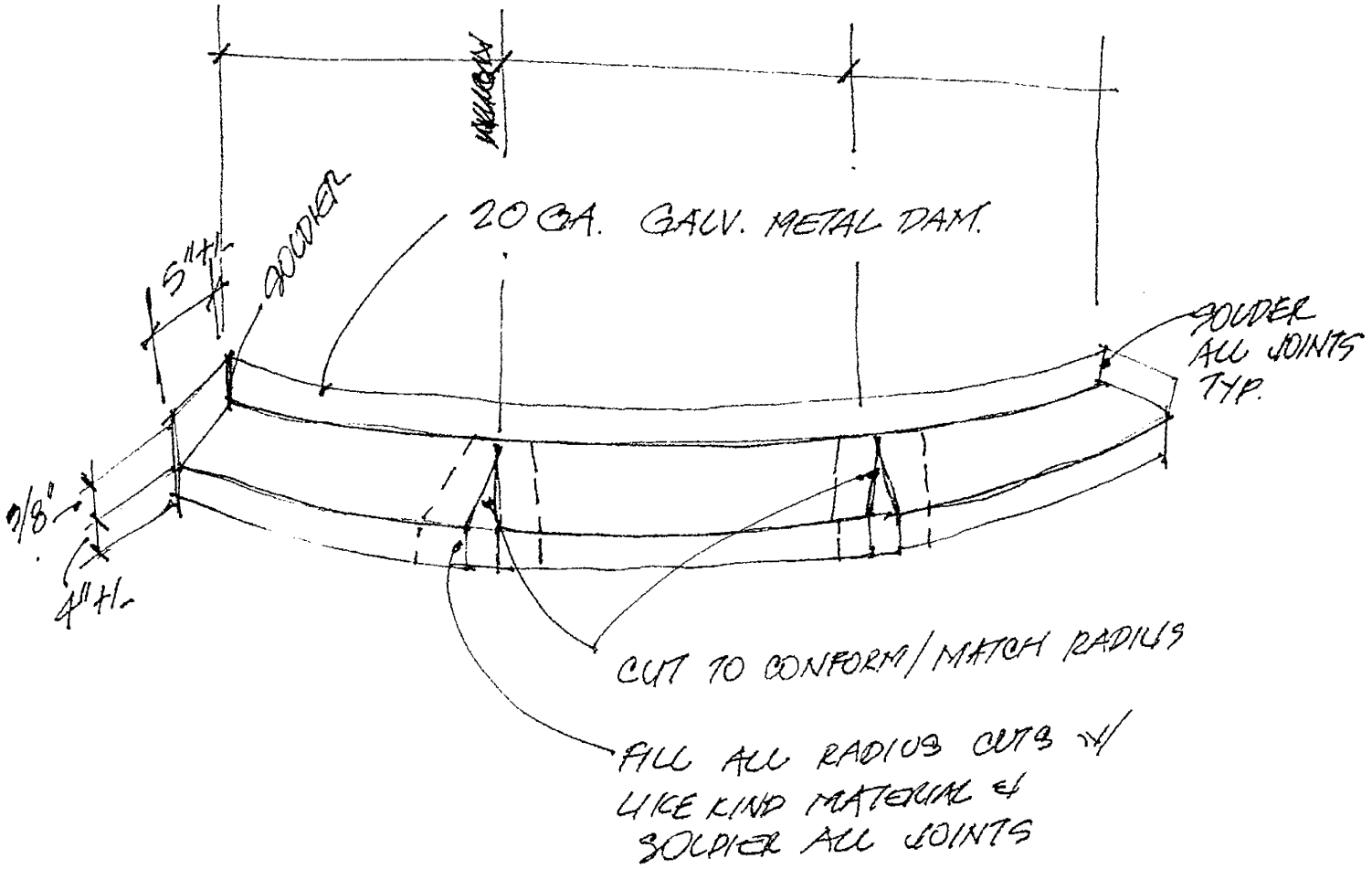
- [ ] * This response was provided FOR INFORMATION ONLY and does not affect the Contract.
- [ ] * This response is a CLARIFICATION OF THE CONTRACT (NO COST or TIME EFFECT)
- [ ] * This response is a MINOR CHANGE to the Contract with no effect to the Contract cost or time (NO COST OR TIME EFFECT)
- [ ] ** This response CHANGES the Contract with an anticipated effect to Contract cost and/or time. (COST/TIME EFFECT). The Distict shall issue a Work Order to the Contractor.

* This does not modify contract cost or time. If the recipient believes that the RFI affects contract cost or time, the recipient shall respond in writing in accordance with the Contract

1 of 2

SKETCH "A"

1/19/13




STOREFRONT WINDOW DAM

2 of 2

**WLC Architects, Inc.**

George M. Wiens, AIA • Robert J. Hensley, AIA • James P. DiCamillo, AIA • Glenn Ueda, AIA
Max Medina, AIA • Kelly Needham, AIA • Kevin A. MacGuarrie, AIA • Mark Graham, AIA
Bill Lodie, AIA • Leopold Ray-Lynch, AIA

DATE: January 29, 2013

INSTRUCTION BULLETIN: 32

PROJECT NO.: 0814000 53

Attachment "B"
2/1/13

PROJECT:

Capistrano Valley High School Performing Arts Theater
Capistrano Unified School District

TO:

Mr. Walter S. Eder
Owner
Edenco, Inc.
2906 La Ventana
San Clemente, CA 92657

DESCRIPTION OF WORK TO BE PERFORMED:

Item 32.1 Provide additional concrete at the northwest side of the Performing Arts Building per the attached SKA 081.

Justification: To alleviate pedestrian traffic congestion to play fields

Requested by: WLC Architects, Inc.

Attachments: Sketch SKA 081

ACTION TO BE TAKEN:

1. ____ Make the described change in the work at no change in the Contract Sum and no change in the Contract Time of Completion
2. ____ Make the described change in the work with credit or cost for which will be determined in accordance with the General and Supplementary Conditions of the Contract
3. X Promptly advise the Architect as to credit or cost proposed for the described change. This is not an authorization to proceed with the change

cc: Mr. Clark Hampton
Deputy Superintendent
Capistrano Unified School District

Architect: ROBERT J. HENSLEY
Architect, AIA
LEED™ AP
Chairman, Principal

AUTHORIZATION TO PROCEED:

When approved by both parties below, you are authorized to proceed with the work outlined in ____

The amount for this change of ____ will be (added/deducted) in a forthcoming Change Order

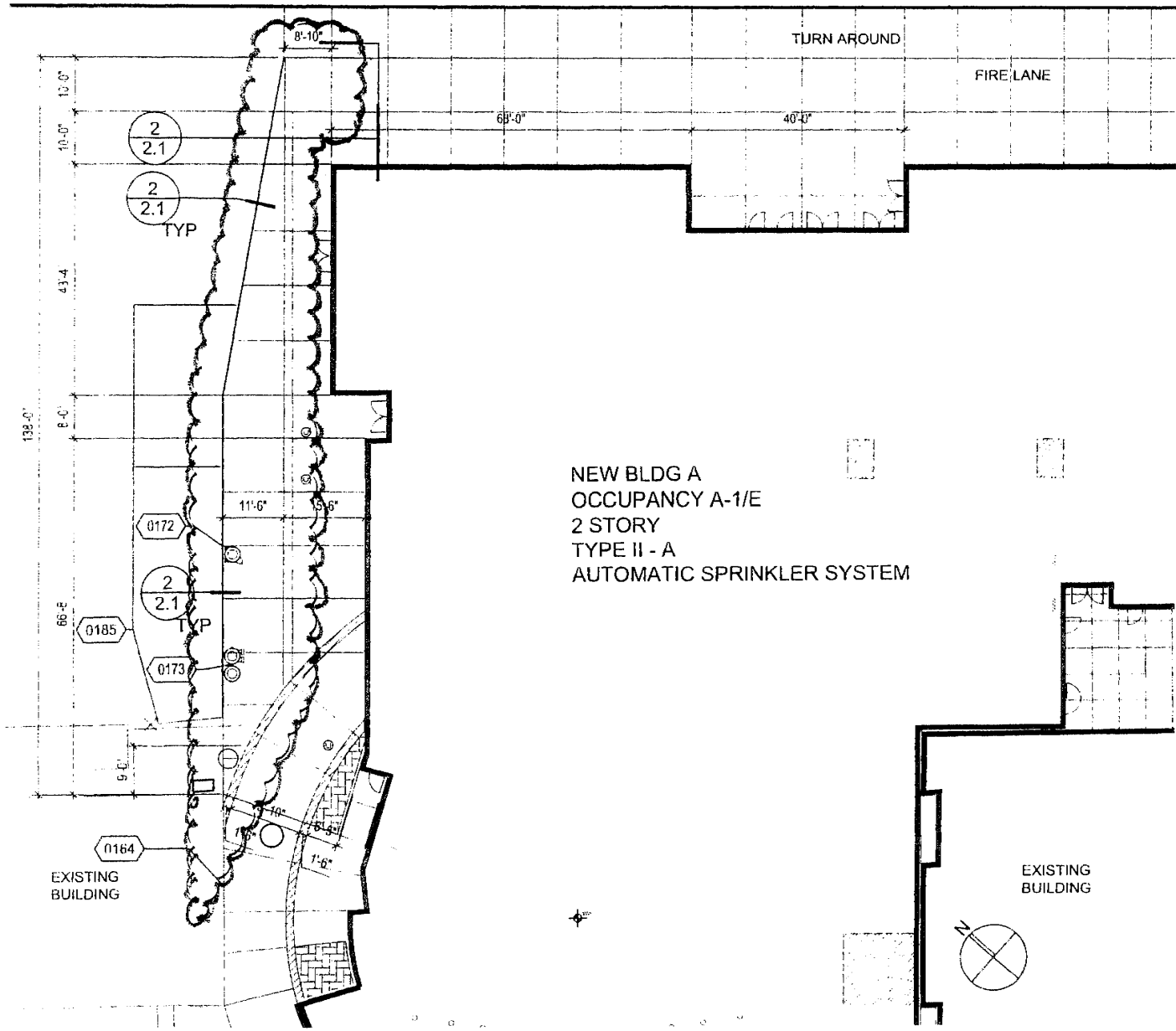
The contract Time will be adjusted by ____ days (added/deducted)

Owner Date Contractor Date

SStrg: P5081400032-lb

8163 Rochester Avenue, Suite 100, Rancho Cucamonga, California 91730 ph: 909 987 0909 fax: 909 980 9980
www.wlcarchitects.com

1 of 2




## GENERAL NOTES

- 0112 (E) FIRE HYDRANT
- 0113 (E) PLANTING AREA, PROTECT IN PLACE
- 0137 (N) DIRECTIONAL SIGN, REF DET 8/2.1
- 0156 (E) CHAIN LINK FENCE TO REMAIN
- 0164 (E) BLDG, PROJECT
- 0166 (E) MASONRY RETAINING WALL, PROTECT IN PLACE
- 0169 (E) PLANTER WALL, PROTECT IN PLACE
- 0172 (N) FIRE HYDRANT, SEE CIVIL DWGS
- 0173 (N) P.I.V. AND F.D.C., SEE CIVIL DWGS
- 0176 NEW 4" DIAMETER CONCRETE FILLED PIPE EMBEDDED IN CONCRETE
- 0178 (N) FIRE LANE CURB REF DET 12/2.1
- 0185 (N) 10' HIGH CHAINLINK FENCING, REF DET 21/2.1
- 0186 (N) DIRECTIONAL SIGN, REF DET 17/2.1
- 0189 DEMO AND REMOVE (E) TREE AND ROOT BALL
- 0190 (E) TREE, PROTECT IN PLACE
- 0239 MOW CURB, SEE LANDSCAPE DRAWINGS

DSA A# 04-110424
File No. 30-9
DWG SHEET 1 OF 1

LICENSED ARCHITECT
ROBERT W. HENSLEY
C-17256
Exp. Date 04/30/13
STATE OF CALIFORNIA

# SITE PLAN

REFERENCE SHEET A1.3

SOUTHERN CALIFORNIA
8163 Rochester Ave,
Suite 100
Rancho Cucamonga
California 91730-0729
tel: 909-987-0909
fax: 909-980-9980

WLC Architects, Inc.

CAPISTRANO VALLEY
PERFORMING ARTS THEATER
MISSION VIEJO, CA

DRAWN: WLC
CHECKED: WLC
DATE: 01.18.13
SCALE: NTS
JOB NO.: 081

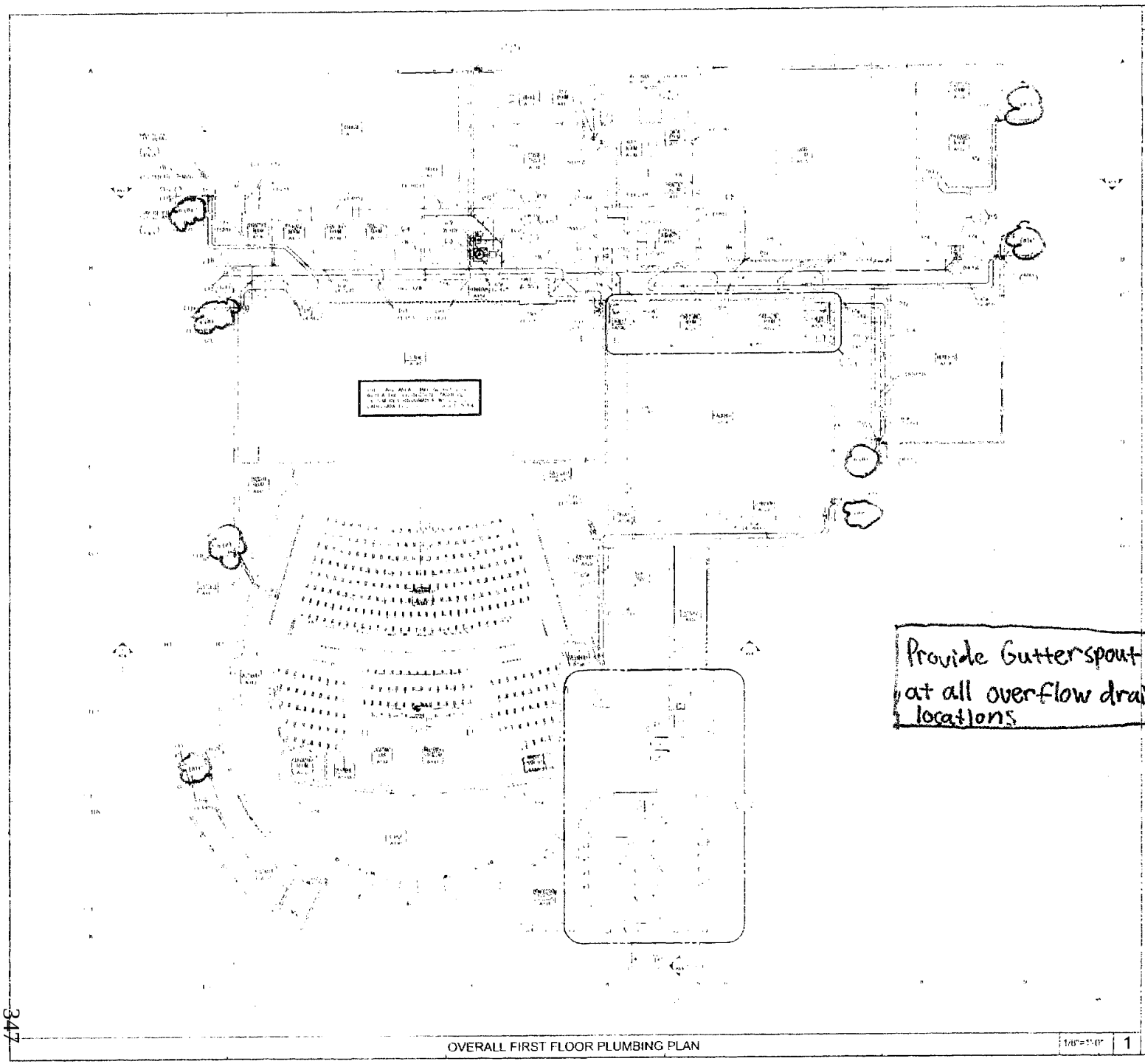
SKA-081





2 of 2

\2008\0814000\5-Construction\Drawings-Revision\Architectural\0814000 SKA 081-NorthWest Sidewalk Addition.dwg, 1/29/2013 4:24:01 PM



Provide Gutterspout nozzles at all overflow drain locations

CONSTRUCTION NOTES

WLC Architects, Inc.

SOUTHERN CALIFORNIA

CAPISTRANO VALLEY - PERFORMING ARTS THEATER

CAPISTRANO UNIFIED SCHOOL DISTRICT

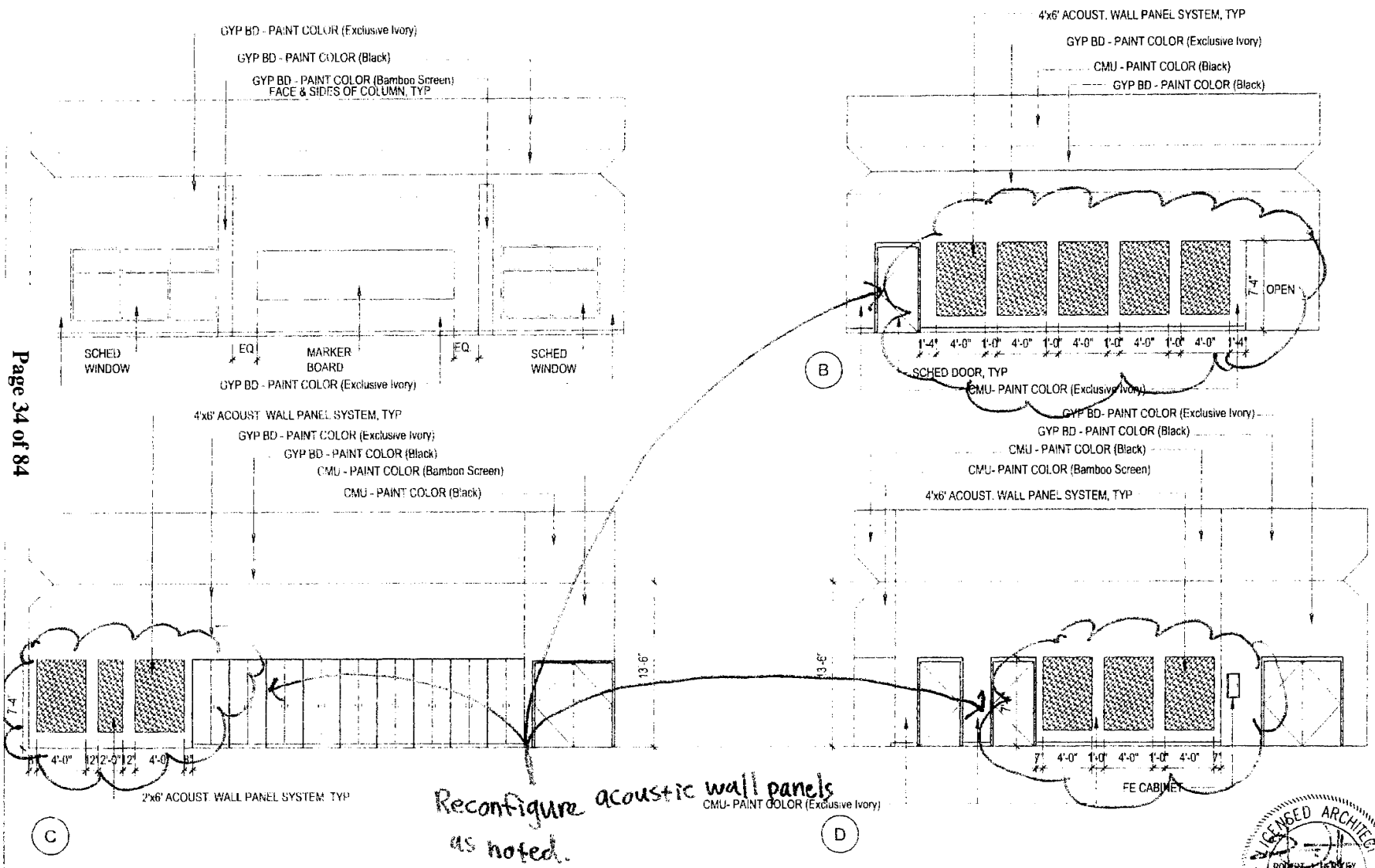
MISSION VIEJO CA

KEY PLAN

Attachment "C"
2/11/13

OVERALL FIRST FLOOR PLUMBING PLAN

1/8"=1'-0" | 1




Reconfigure acoustic wall panels as noted.

# INTERIOR ELEVATIONS - BAND ROOM A115

REFERENCE SHEETS A7.6

DSA A# 04-110424
FILE NO. 30-9
DWG SHEET NO. 2 OF 3

LICENSED ARCHITECT
ROBERT C. HENSLEY
C-17256
Exp. Date 04/30/13
STATE OF CALIFORNIA

SOUTHERN CALIFORNIA
8163 Rochester Ave.,
Suite 100
Rancho Cucamonga
California 91730-0729
tel 909-987-0909
fax: 909-980-9980

WLC Architects, Inc.

LLEY
EATER
), CA

Attachment "D"
2/1/13

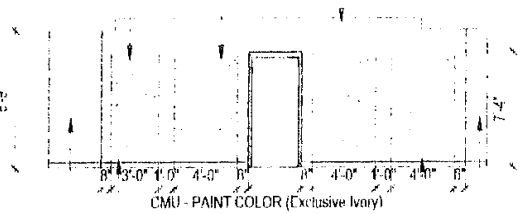
DRAWN: WLC
CHE
DATE
SCAL
JOB I

SKA-080A

3'x6' ACOUST. WALL PANEL SYSTEM

4'x6' ACOUST. WALL PANEL SYSTEM, TYP

GYP BD SOFFIT - PAINT COLOR (Exclusive Ivory)



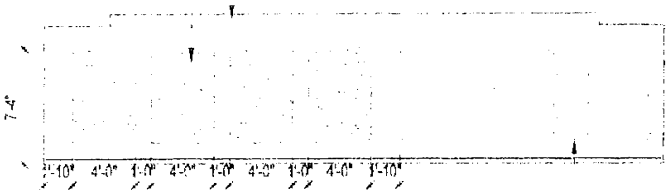

CMU - PAINT COLOR (Exclusive Ivory)

CMU - PAINT COLOR (Bamboo Screen)

GYP BD - PAINT COLOR (Exclusive Ivory)

4'x6' ACOUST. WALL PANEL SYSTEM, TYP

GYP BD SOFFIT - PAINT COLOR (Exclusive Ivory)

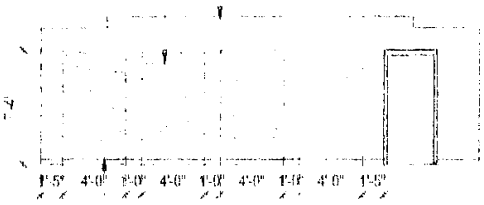



GYP BD - PAINT COLOR (Exclusive Ivory)

Contractor shall provide labor and material to install added fabric wrapped wall panels in room A118

4'x6' ACOUST. WALL PANEL SYSTEM, TYP

GYP BD SOFFIT - PAINT COLOR (Exclusive Ivory)



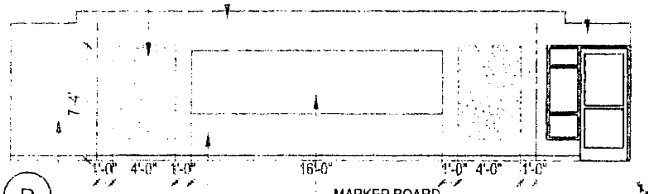

C

GYP BD - PAINT COLOR (Exclusive Ivory)

4'x6' ACOUST. WALL PANEL SYSTEM, TYP

CMU - PAINT COLOR (Bamboo Screen)

GYP BD SOFFIT - PAINT COLOR (Exclusive Ivory)




D

MARKER BOARD

CMU - PAINT COLOR (Exclusive Ivory)

GYP BD - PAINT COLOR (Exclusive Ivory)

DSA A# 04-110424
FILE NO. 30-
DWG SHEET NO. 3 OF 3

LICENSED ARCHITECT
RAYMOND L. WALLEY
C-17256
04/30/13
STATE OF CALIFORNIA

# INTERIOR ELEVATIONS - PRODUCTION DIGITAL RECORDING A118

REFERENCE SHEETS A7.6


SOUTHERN CALIFORNIA
8163 Rochester Ave.,
Suite 100
Rancho Cucamonga
California 91730-0729
tel: 909-987-0929
fax: 909-980-9580

WLC Architects, Inc.


CAPISTRANO VALLEY
PERFORMING ARTS THEATER
MISSION VIEJO, CA

| | |
|---|---|
| DRAWN: | WLC |
| CHECKED: | WLC |
| DATE: | 01.24.13 |
| SCALE: | NTS |
| JOB NO.: | 0814000 |

SKA-080B

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

**Project:** -- 1011-11 CVHS Performing Arts Theater

**Contract Number:** 1011-11 **DSA Number:** 04-110424

# WORK ORDER

**To:** Liberty Mutual Insurance Co.
1001 4th Avenue
13th Floor
Seattle, WA 98154

**Work Order No. :** 00084
**Date:** 2/1/2013

**Title:** AC Paving and Irrigation Systems

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has arising out of the revision set forth herein, including claims for impact and delay costs, excluding those indentified herein.

**Description of Proposal:**

Item 1) Pursuant to a jobwalk with the Owner's Representative it was agreed to remove and replace the existing asphalt in between the commuter parking lot and the tennis courts. This will ensure continuity when the adjacent contractually required basketball courts are paved. As such, the Contractor shall provide labor and material to remove and replace the existing asphalt, (Refer to (Attachment "A" dated 2/1/13).

Item 2) Pursuant to a jobwalk with the Owner's Representative and the Architect of Record it was determined that additional irrigation sprinkler heads were needed in the area east of the fire lane to provide proper water coverage. As such, the Contractor shall provide labor and material to provide the additional irrigation piping and sprinkler heads, (Refer to Attachment "B" dated 2/1/13).

Item 3) During the scheduled grading for the concrete sidewalk in between the south storefront entrance of the Theater building and the existing administration building an existing footing was discovered to be in conflict with the contractually required concrete sidewalk. As such, the Contractor shall provide labor and material to chip away the conflicting portion of the footing in order to install the contractually required concrete sidewalk, (Refer to Attachment "C" dated 2/1/13).

Item 4) Pursuant to the additional concrete being added at the Northwest side of the Performing Arts Theater building it was no longer necessary to install irrigation in that same location as indicated on the contract drawings. As such, the Contractor shall provide a credit for the deleted irrigation system at the Northwest side of the Performing Arts Theater Building. (Refer to Attachment "D" dated 2/1/13).

| Item | Description | Amount |
|---|---|---|
| 00001 | | $24,336.00 |

**Proposal Details:**

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents the amount of the charges (if applicable) under the Work Order is limited to $25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

CAPISTRANO UNIFIED SCHOOL DISTRICT

**Project:** -- 1011-11 CVHS Performing Arts Theater

**Contract Number:** 1011-11 **DSA Number:** 04-110424

# WORK ORDER

**To:** Liberty Mutual Insurance Co
1001 4th Avenue
13th Floor
Seattle, WA 98154

**Work Order No. :** 00084
**Date:** 2/1/2013

**Title:** AC Paving and Irrigation Systems

**COST:**

☐ Lump Sum **$24,336.00** ☐ Not To Exceed _____

☐ Time and Materials Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms

☐ Submit quotation promptly for the work described above The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable

☐ In accordance with Contract unit prices

**TIME:**

☐ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at _____ days

☐ Will not change completion date but is expected to impact specific CPM Activities Activity Numbers _____ Days _____
The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule

| | Signature | Date |
|---|---|---|
| CUSD - Joe Farley | | 2/7/13 |
| Owner's Representative | | 2/6/13 |
| Completing Surety | | 2/6/13 |
| Architect of Record | | 02.06.13 |
| Inspector of Record | | 02/06/13 |

# Capistrano Valley Performing Arts Theater BID # 1011-11

## WO 84

### Add Asphalt and Landscape Credit

DATA DATE 2/1/13

Refer to Attachments A, B, C, & D

## Add

| ITEM NO. CUSD | DESCRIPTION | RENTAL EQUIPMENT | MATERIAL | LABOR | SUB TOTAL |
|---|---|---|---|---|---|
| 1 | Contractor shall provide labor and material to remove and replace approximately 4250 s f of asphalt between the tennis courts and the construction commuter parking lot. See Attachment "A"<br>4250 s.f x $5 10/s.f = $21,675 Lump Sum Price | | | | $ 21,675.00 |
| 2 | Contractor to provide labor and material to add approximately 60l.f. of 1" irrigaion piping with two spinkler heads east of the fire lane. See Attachment "B"<br>60 l.f. x $1 75/l.f = $105 Lump Sum Price<br>Material: 2/sprinkler heads x $50/ea. = $100 | | $ 100 00 | | $ 205.00 |
| 3 | Contractor to provide labor and material to chip away an existing concrete footing that was discovered during the grading for the contractually required concrete slab near the south side Storefront entrance. See Attachment "C"<br>Lump Sum Price: $1000 | | | | $ 1,000 00 |

| | | |
|---|---|---|
| Subtotal Add | $ | 22,880.00 |
| 10% Fee | $ | 2,288.00 |
| Subtotal | $ | 25,168.00 |
| 5% GC/Ins. Fee | $ | 1,258.40 |
| Net Add | $ | 26,426.40 |

## Credit

| ITEM NO. CUSD | DESCRIPTION | RENTAL EQUIPMENT | MATERIAL | LABOR | SUB TOTAL |
|---|---|---|---|---|---|
| 1 | Credit to remove approximately 90 l.f of 2" irrigation piping control wiring 4 gate valves from the scope of work Northwest of the PAT building due to conrete being installed in lieu of landscaping. See Attachment "D"<br>2 systems: 2/system x $800/ea = $1600<br>4 gate valves: 4 valves x $85/ea = $340<br>Sprinkler Control Wire: $150 Lump Sum Price | | | | $ 2 090 00 |

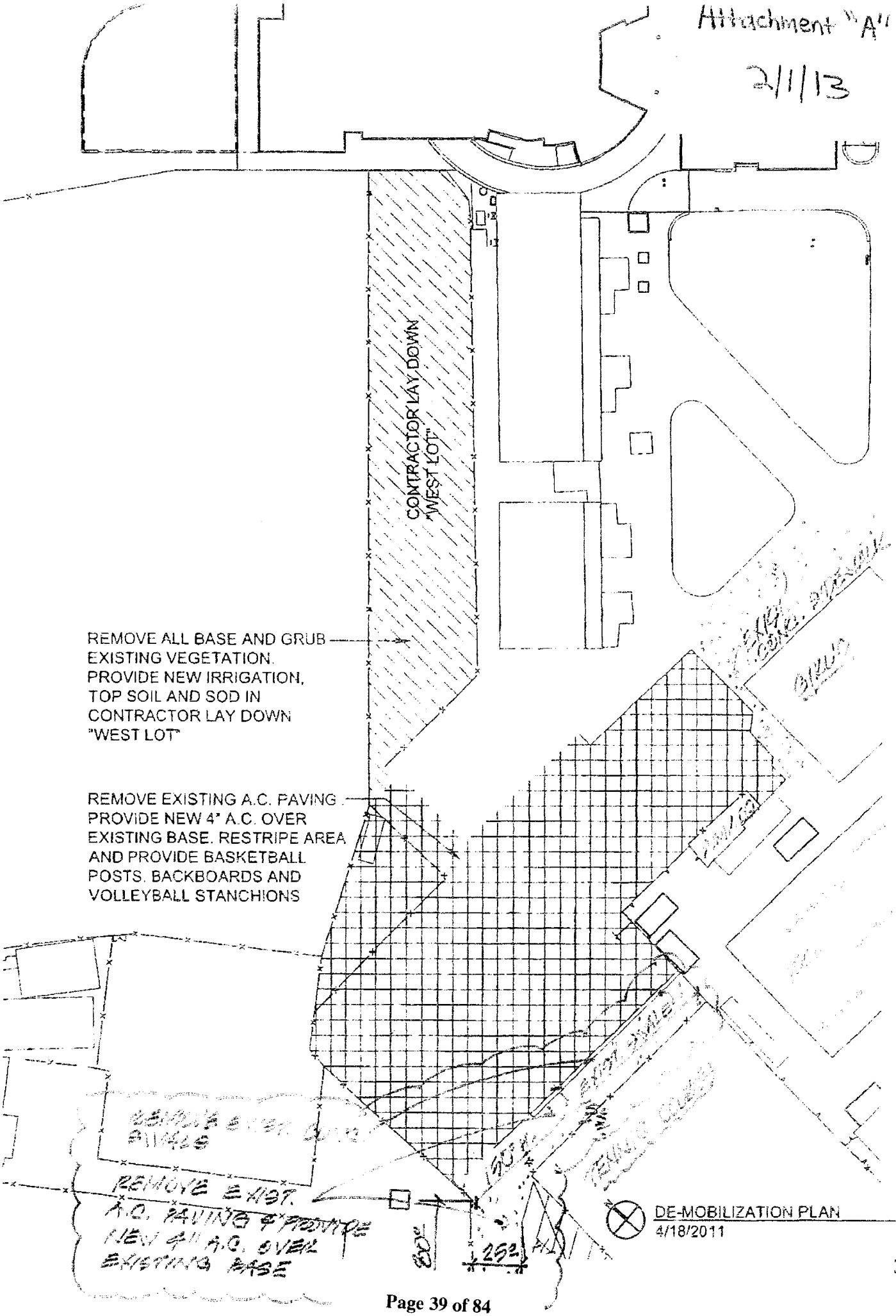
| | | |
|---|---|---|
| Subtotal Credit | $ | (2,090.00) |
| Net Add | $ | 26,426.40 |
| Net Credit | $ | (2,090.00) |
| FULL AND FINAL TOTAL* | $ | 24,336 |

*Rounded to nearest dollar

352

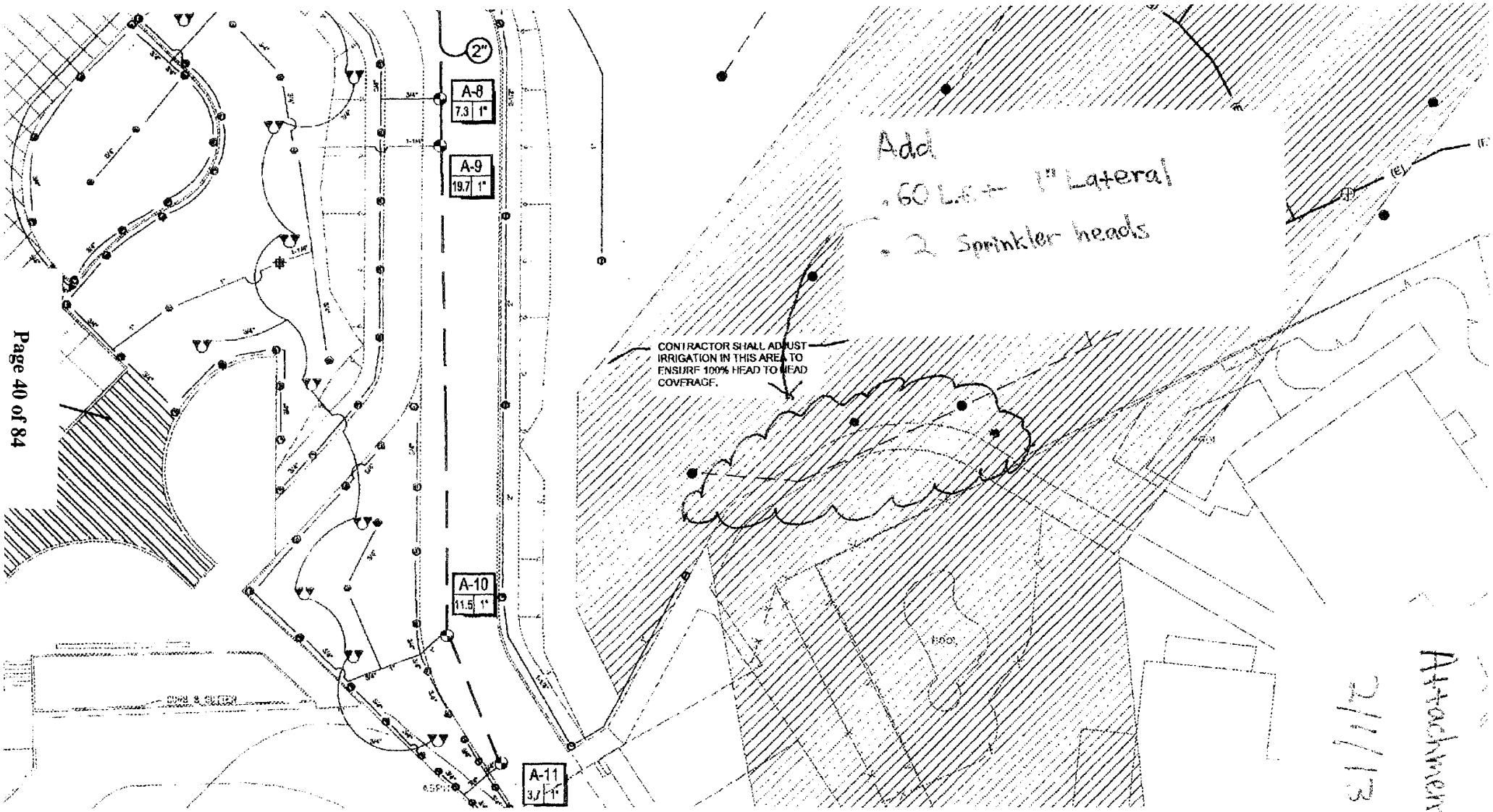
Attachment "A"

2/1/13

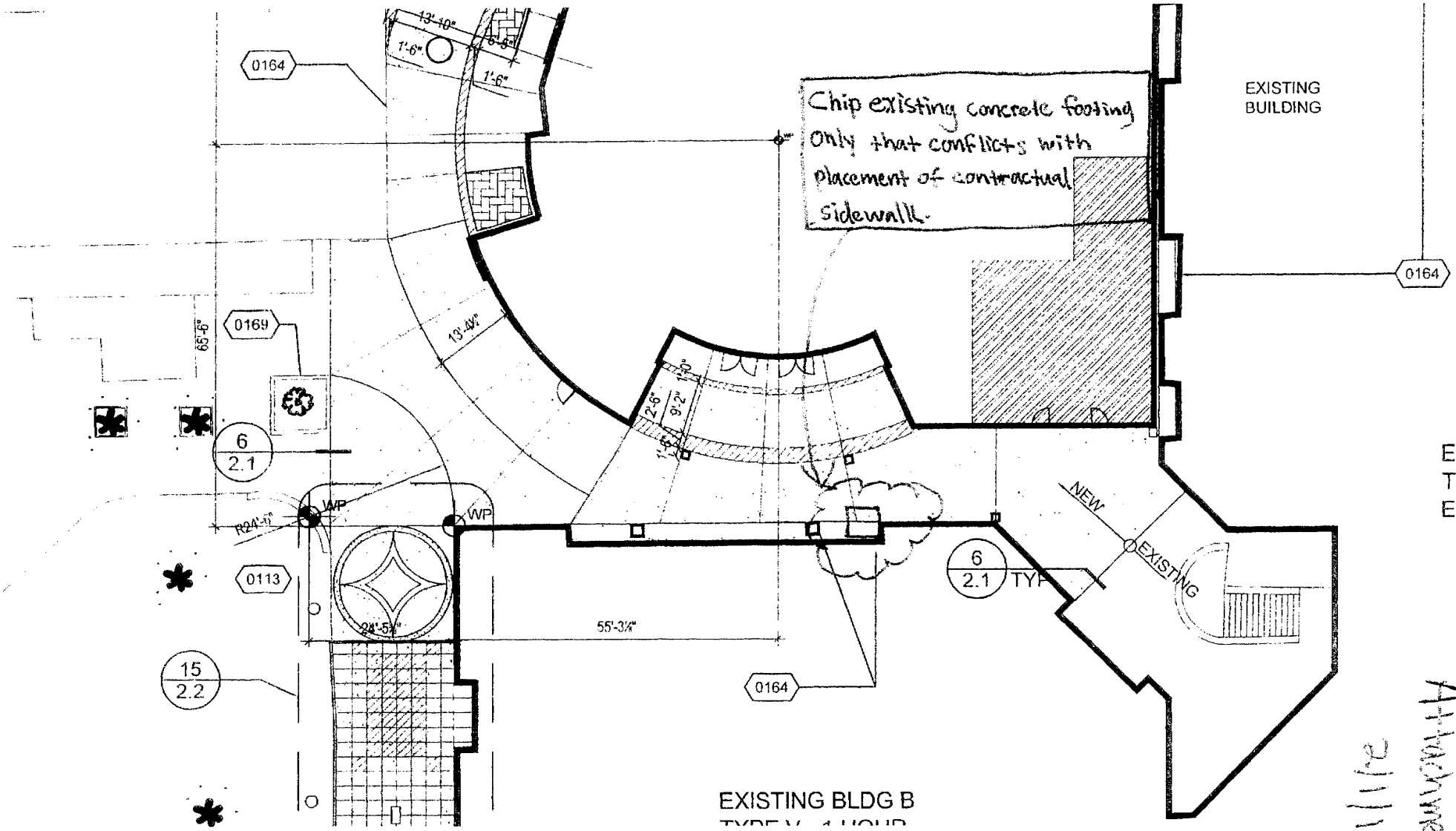



DE-MOBILIZATION PLAN
4/18/2011

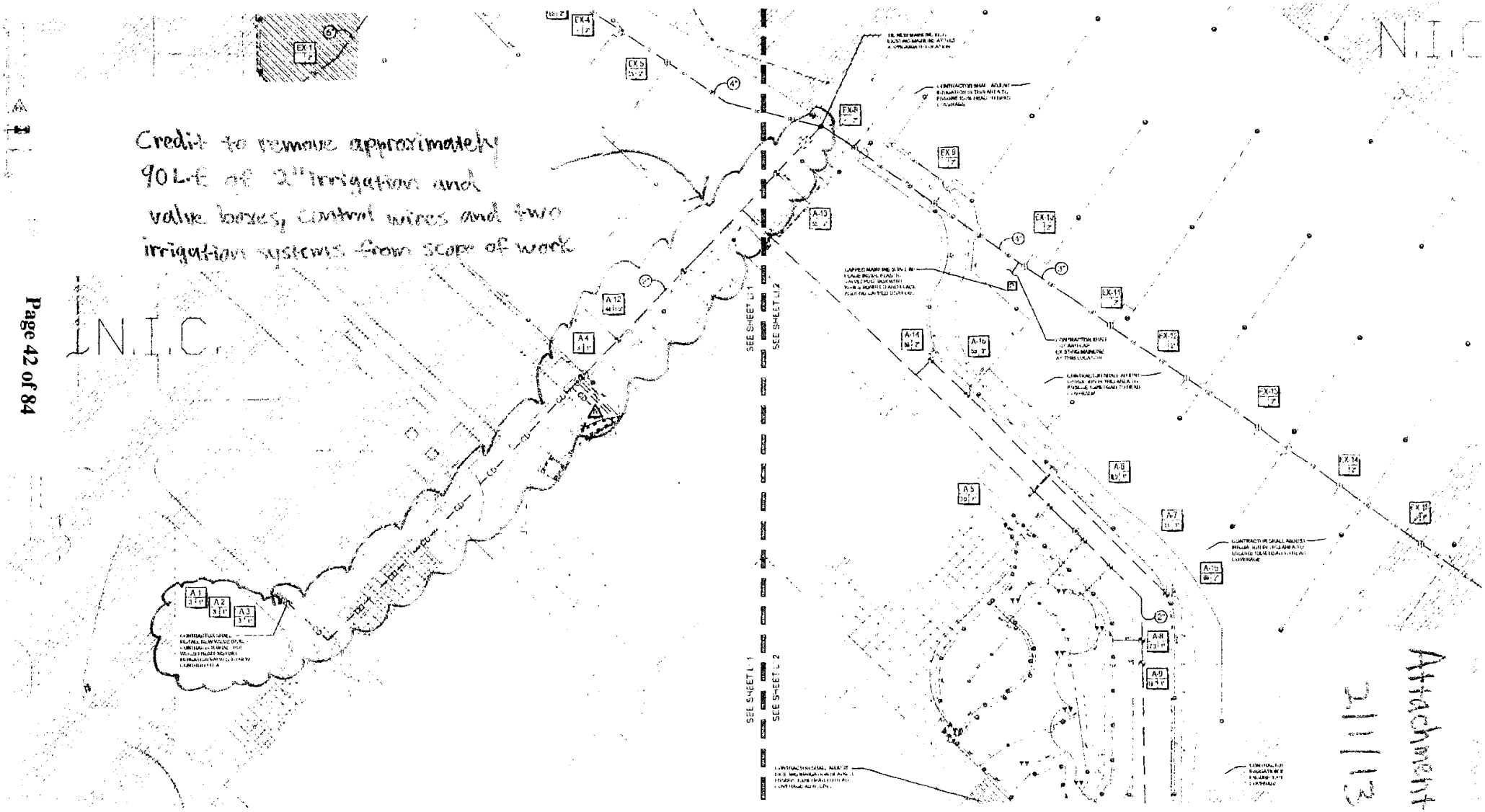
SK-4




Attachment B
2/7/13




Attachment "C"
2/11/13


Credit to remove approximately
90 L.f. of 2" irrigation and
valve boxes, control wires and two
irrigation systems from scope of work
N.I.C.
N.I.C.
SEE SHEET L 1
SEE SHEET L 2
SEE SHEET L 1
SEE SHEET L 2
Attachment "D"
7/11/13

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

CAPISTRANO UNIFIED SCHOOL DISTRICT

**Project:** -- 1011-11 CVHS Performing Arts Theater

**Contract Number:** 1011-11 **DSA Number:** 04-110424

# WORK ORDER

**To:** Liberty Mutual Insurance Co.
1001 4th Avenue
13th Floor
Seattle, WA 98154

**Work Order No. :** 00085
**Date:** 2/11/2013

**Title:** Fence, Rooms A105, A119, & A115

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those indentified herein.

**Description of Proposal:**

Item #1) Pursuant to a jobwalk with the Owner's Representative and Architect of Record it was agreed to install approximately 200 l.f. of 10' high chain link fence in lieu of the specified 6' high chain link fence at the Northwest corner of the Performing Arts building in order to maintain separation between the ball fields and the new building. As such, the contractor shall provide labor and material to install the added chain link fence. (Refer to Attachment 'A' dated 2/11/13)

Item 2) Pursuant to a jobwalk with the Owner's Representative and the Architect of Record it was agreed to add approximately 80 square feet of drywall ceiling to Storage Room A105 in order to provide continuity with the adjacent Practice Rooms. As such, the Contractor shall provide labor and material to install the additional drywall ceiling. (Refer to Attachment 'B' dated 2/11/13)

Item 3) Pursuant to a jobwalk with the Owner's Representative and the Architect of Record, it was determined that the frame openings in the A119 corridors needed to be adjusted in order to compensate for the congestion of the overhead utilities. As such, the Contractor shall provide labor and material to adjust the frame openings as necessary to provide equal spacing in the A119 corridor. (Refer to Attachment 'C' dated 2/11/13)

Item 4) Pursuant to a jobwalk with Owner's Representative and the Architect of Record a level 5 finish of the drywall in the Band and Choral rooms was added since the contractual documents did not indicate the desired finish. As such, the Contractor shall provide labor and material to provide a level 5 finish in the Band Room A115 and Choral Room A101. (Refer to Attachment 'D' dated 2/11/13)

Item 5) Pursuant to a jobwalk with the Owner's Representative and the Architect of Record it was determined that a concrete curb was needed between the exterior sidewalk and existing footing from t Stair #1 area up to the Vestibule 143 area due to grade variation. As such, the Contractor shall provide labor and material to install the concrete curb. (Refer to Attachment 'E' dated 2/11/13)

Item 6) Pursuant to a jobwalk with the Owner's Representative and the Architect of Record it was determined that the drywall at the East Walls of the Band and Choral Rooms needed to be laminated to the CMU wall and have a level 5 finish. As such, the Contractor shall provide labor and material to laminate the drywall to the CMU and provide a level 5 finish. (Refer to Attachment 'F' dated 2/11/13)

| Item | Description | Amount |
|---|---|---|
| 00001 | | $22,179.00 |

**Proposal Details:**

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to $25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

CAPISTRANO UNIFIED SCHOOL DISTRICT

**Project:** -- 1011-11 CVHS Performing Arts Theater
**Contract Number:** 1011-11 **DSA Number:** 04-110424

# WORK ORDER

**To:** Liberty Mutual Insurance Co.
1001 4th Avenue
13th Floor
Seattle, WA 98154

**Work Order No. :** 00085
**Date:** 2/11/2013

**Title:** Fence. Rooms A105, A119, & A115

**COST:**

☐ Lump Sum **$22,179.00** ☐ Not To Exceed _____

☐ Time and Materials Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms

☐ Submit quotation promptly for the work described above The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable

☐ In accordance with Contract unit prices

**TIME:**

☐ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at _____ days

☐ Will not change completion date but is expected to impact specific CPM Activities Activity Numbers _____ Days _____
The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule

| | Signature | Date |
|---|---|---|
| CUSD - Joe Farley | | |
| Owner's Representative | | 2/20/13 |
| Completing Surety | | 2/20/13 |
| Architect of Record | | 02.20.13 |
| Inspector of Record | | 2/20/13 |

358

## Capistrano Valley Performing Arts Theater BID # 1011-11

## WO 85

### Fence, A105 Ceiling, Framed Openings, Level 5 Finish

DATA DATE 2 11-13

Refer to Attachment A, B. C, D. E. & F

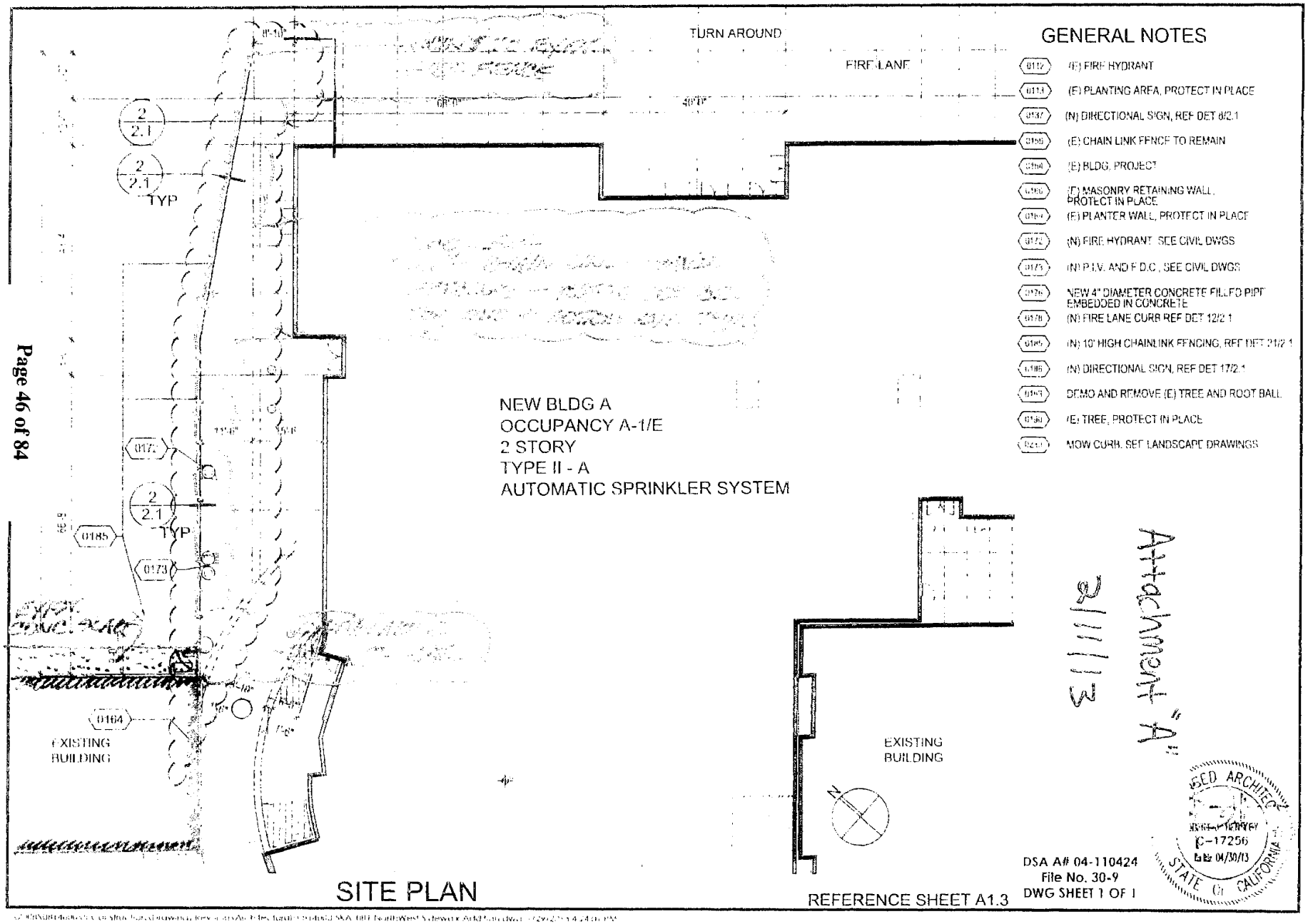
## Add

| ITEM NO. | | | | | |
|---|---|---|---|---|---|
| CUSD | DESCRIPTION | RENTAL EQUIPMENT | MATERIAL | LABOR | SUB TOTAL |
| 1 | Contractor shall provide labor and material to install approximately 200 lineal feet of 10' chain link fence and a latchable 3 x 7 Gate at the Northwest Corner of the Pat. See Attachment "A"<br>200/lf x $65/lf = $13,000 Lump Sum Price | | | | $ 13,000.00 |
| 2 | Contractor shall provide labor and material to install approximately 80 square feet of added drywall ceiling at the Storage Room A105. See Attachment "B"<br>80/s.f. x $12/s.f. = $960 Lump Sum Price | | | | $ 960.00 |
| 3 | Contractor shall provide labor to adjust the framed openings in the A119 corridor. See Attachment "C"<br>1man x 1day x 8/hrs. x $60 = $480 | | | $ 480.00 | $ 480.00 |
| 4 | Contractor shall provide labor and material to install a Level 5 finish at the Band and Choral Room North Walls See Attachment "D"<br>Choral Room = 40 l.f. x 11 = 440/s f x .50/s f = $220 Lump Sum Price<br>Band Room = 55 l.f. x 11 = 604/s.f x .50/s f = $305 Lump Sum Price | | | | $ 525.00 |
| 5 | Contractor shall provide labor and material to install approximately 40 l.f of concrete curb at the exterior sidewalk area adjacent to Stair One See Attachment "E"<br>40/l.f. x $30/l.f. = $1200 Lump Sum Price | | | | $ 1,200.00 |
| 6 | Contractor shall provide labor and material to laminate drywall to the CMU wall with a level 5 finish at the East Walls of the Band and Choral Rooms See Attachment 'F'<br>Band Room East Wall<br>approximately 504 s f x $3 50 s f = $1764 Lump Sum Price<br>Choral Room East Wall<br>approximately 364 s.f. x $3.50/s.f = $1274 Lump Sum Price | | | | $ 3,038 00 |

| | | |
|---|---|---|
| Subtotal Add | | $ 19,203.00 |
| 10% Fee | | $ 1,920.30 |
| Subtotal | | $ 21,123.30 |
| 5% GC/Ins. Fee | | $ 1,056.17 |
| Net Add | | $ 22,179.47 |

FULL AND FINAL TOTAL* $ 22,179

*Rounded to nearest dollar




## GENERAL NOTES

- 0112 (E) FIRE HYDRANT
- 0113 (E) PLANTING AREA, PROTECT IN PLACE
- 0137 (N) DIRECTIONAL SIGN, REF DET 6/2.1
- 0159 (E) CHAIN LINK FENCE TO REMAIN
- 0160 (E) BLDG. PROJECT
- 0163 (E) MASONRY RETAINING WALL, PROTECT IN PLACE
- 0164 (E) PLANTER WALL, PROTECT IN PLACE
- 0172 (N) FIRE HYDRANT SEE CIVIL DWGS
- 0173 (N) P.I.V. AND F.D.C., SEE CIVIL DWGS
- 0176 NEW 4" DIAMETER CONCRETE FILLED PIPE EMBEDDED IN CONCRETE
- 0178 (N) FIRE LANE CURB REF DET 12/2.1
- 0185 (N) 10' HIGH CHAINLINK FENCING, REF DET 21/2.1
- 0186 (N) DIRECTIONAL SIGN, REF DET 17/2.1
- 0193 DEMO AND REMOVE (E) TREE AND ROOT BALL
- 0198 (E) TREE, PROTECT IN PLACE
- 0211 MOW CURB, SEE LANDSCAPE DRAWINGS

Attachment "A"
2/11/13

SITE PLAN

REFERENCE SHEET A1.3

SOUTHERN CALIFORNIA
2963 Rochester Ave
Suite 100
Fountain Valley, CA 92708
Tel 949-387-0248
Fax 949-380-3550

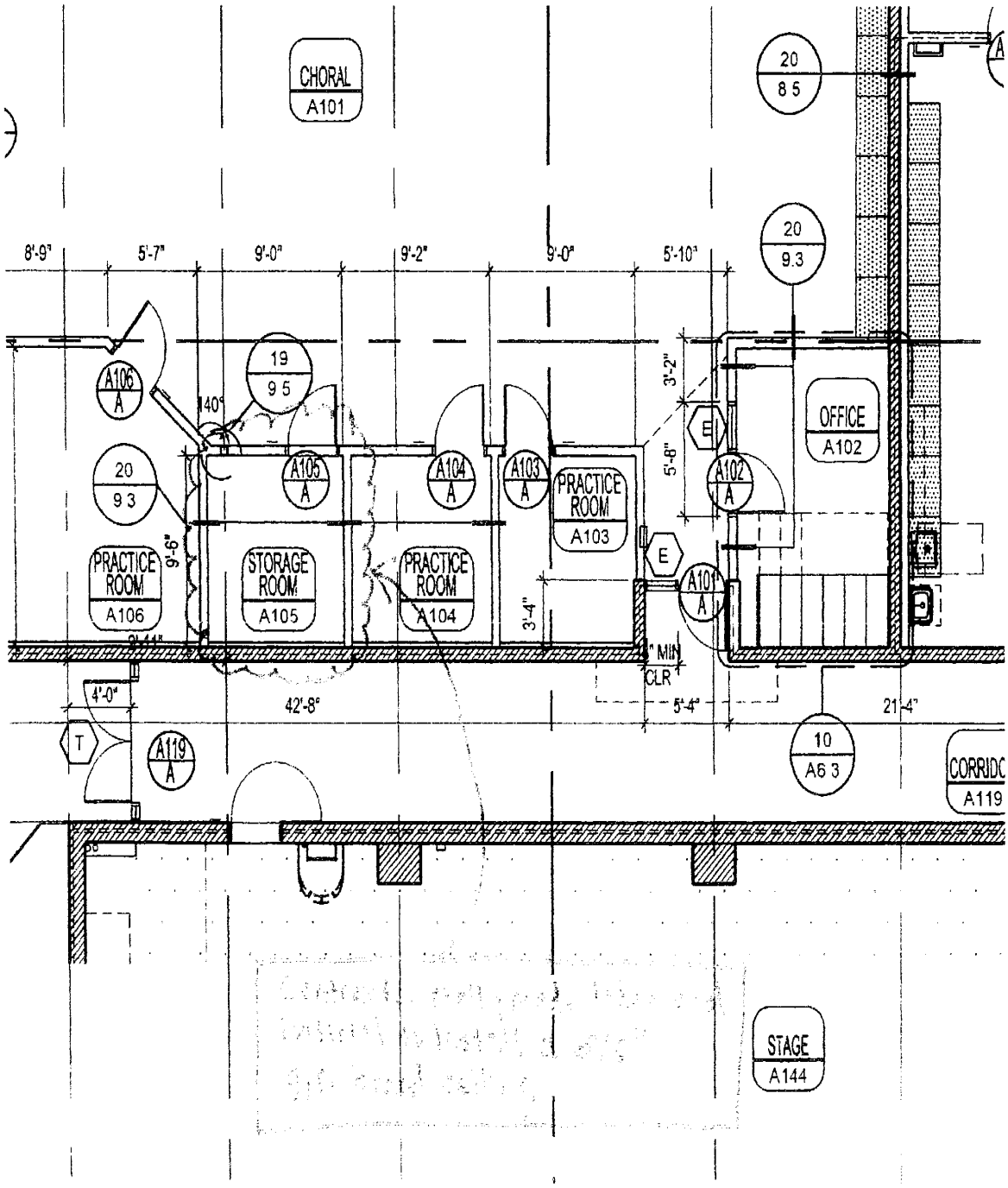
WLC Architects, Inc.

CAPISTRANO VALLEY
PERFORMING ARTS THEATER
MISSION VIEJO, CA

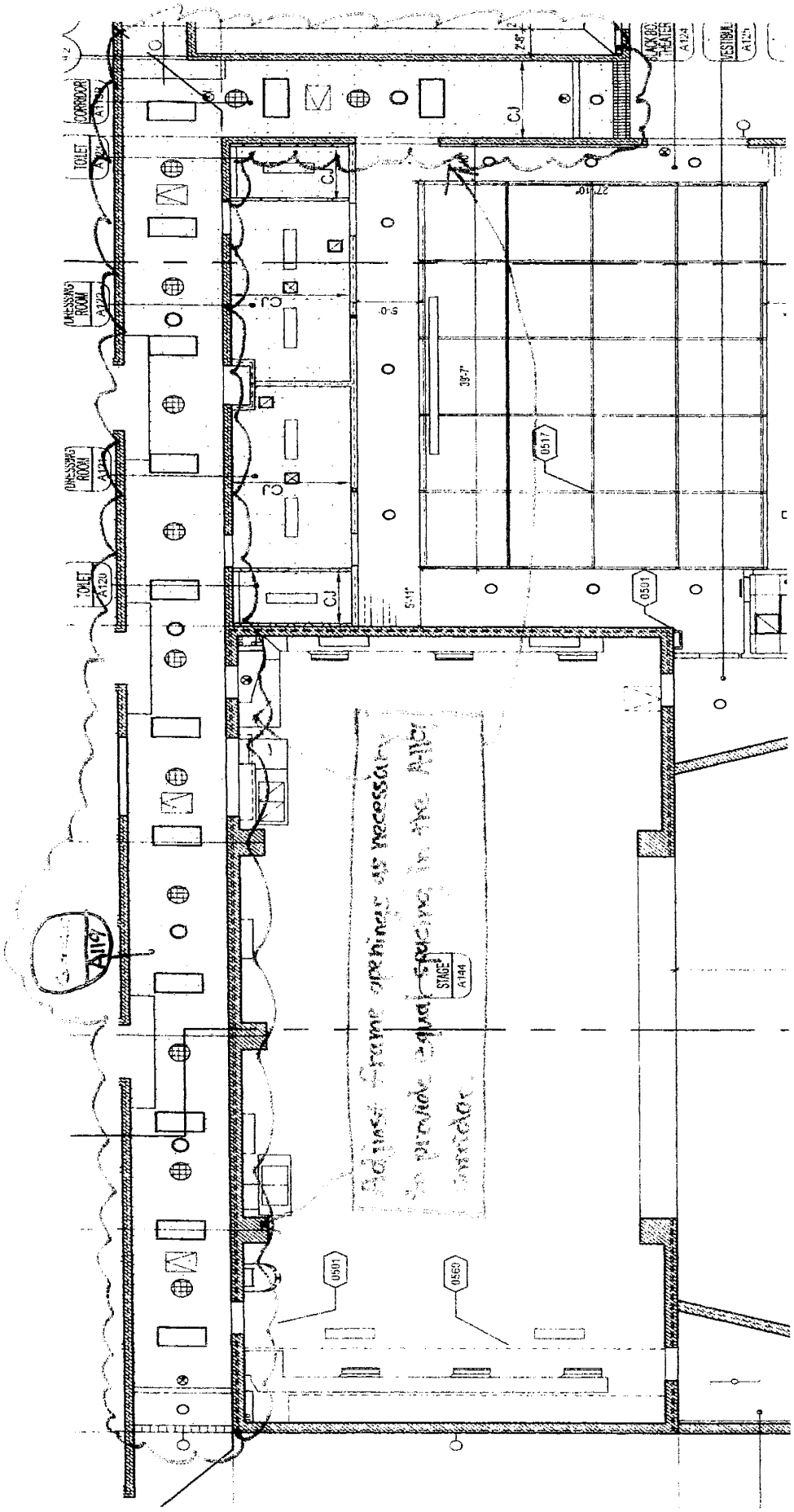
| | |
|---|---|
| DRAWN: | WLC |
| CHECKED: | WLC |
| DATE: | 01.18.13 |
| SCALE: | NTS |
| JOB NO.: | C814000 |

SKA-081

Attachment "B"
2/11/13



Attachment "C"
3/11/13

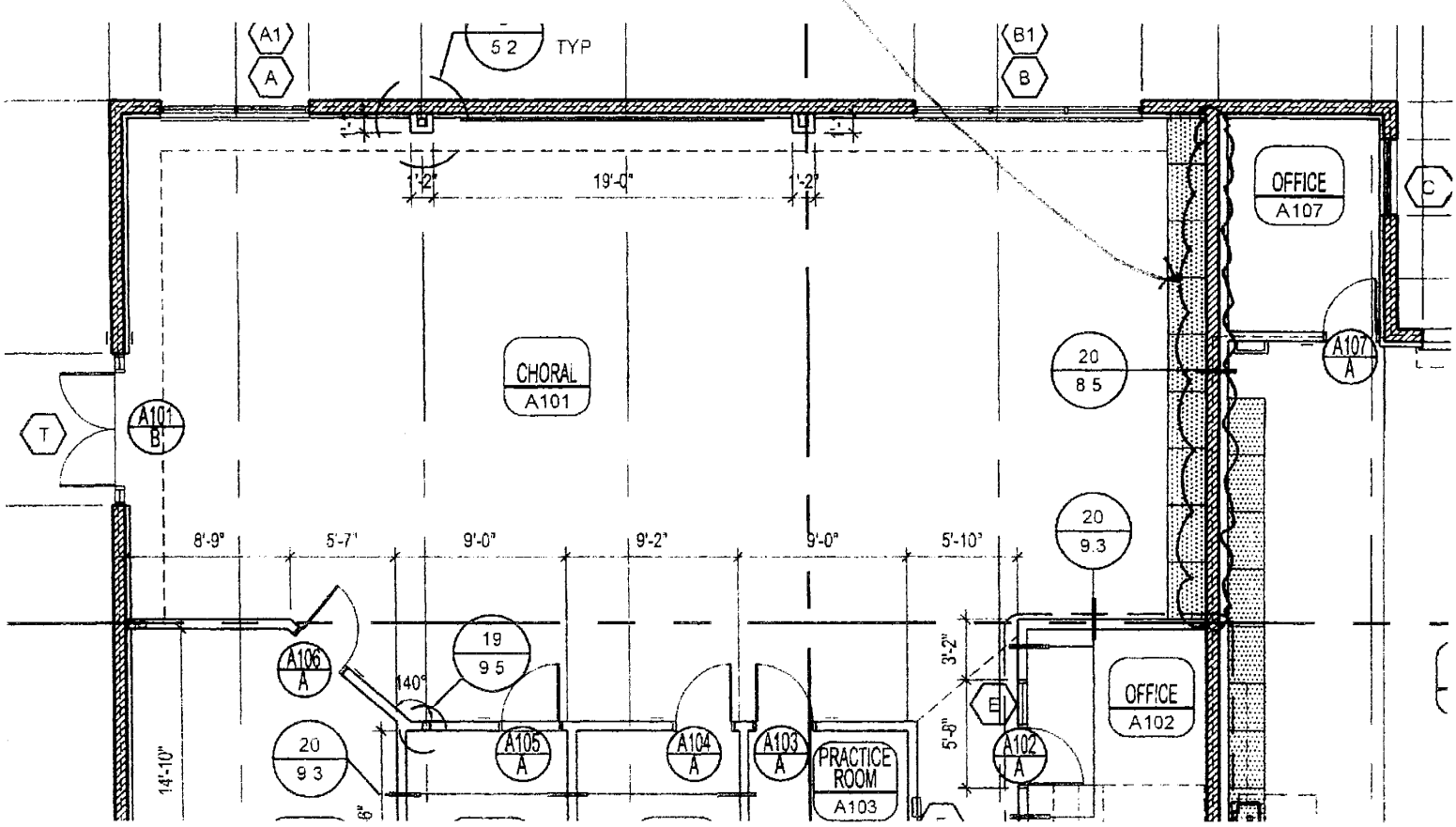


Choral Room East Wall

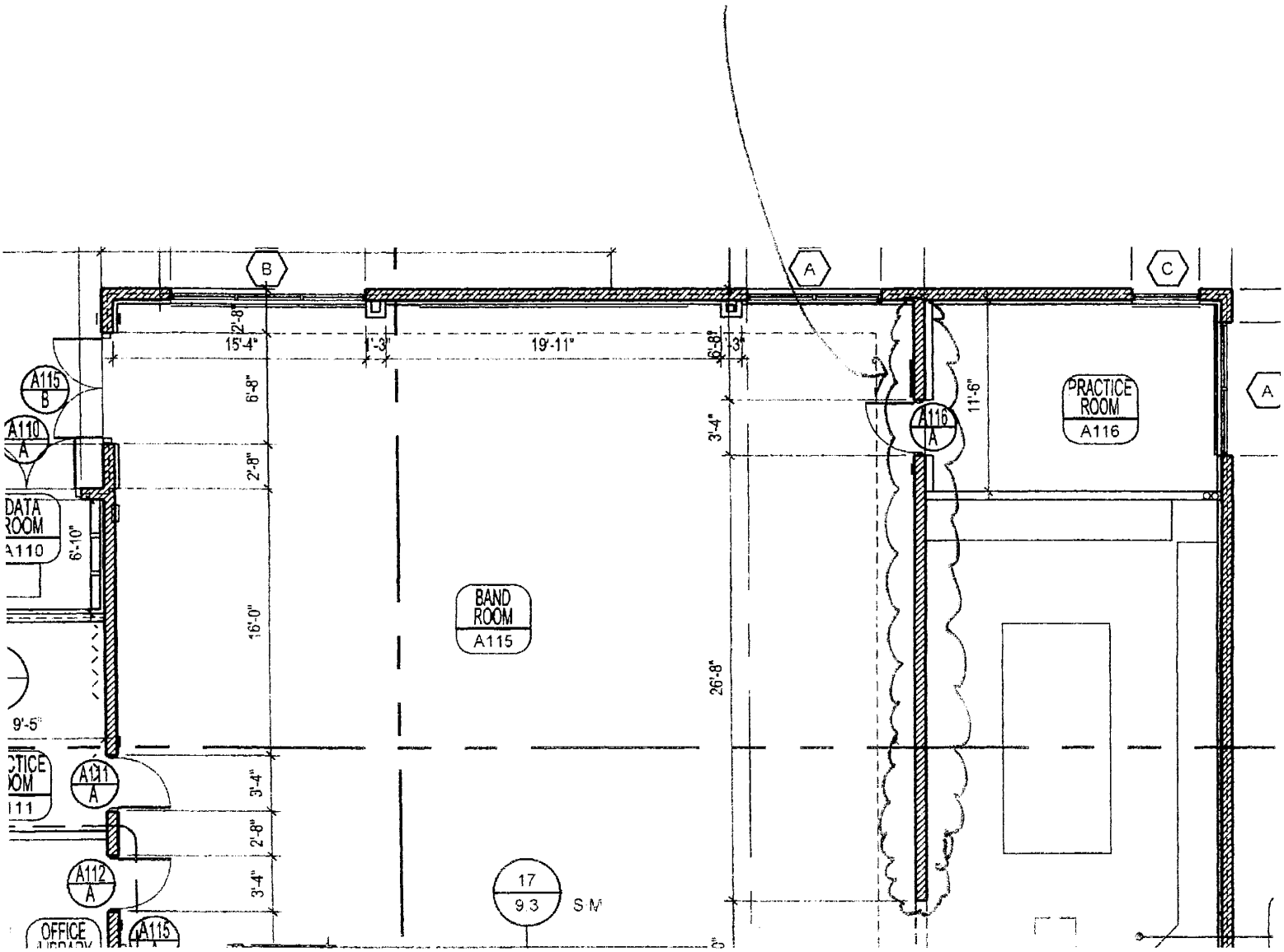
Attachment "D"

2/11/13

Laminate drywall to GMA provide Level 5 wall finish



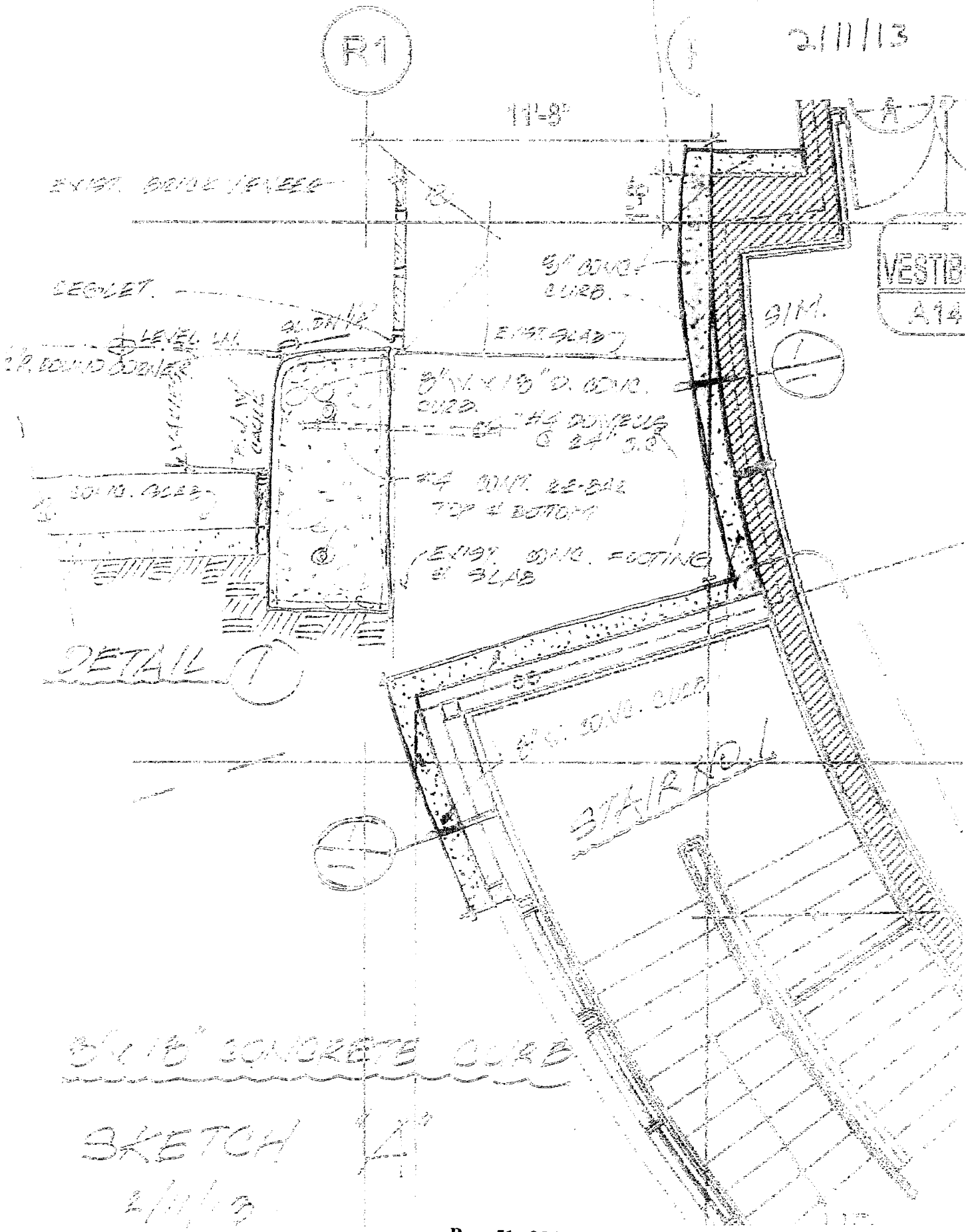
Band Room East Wall



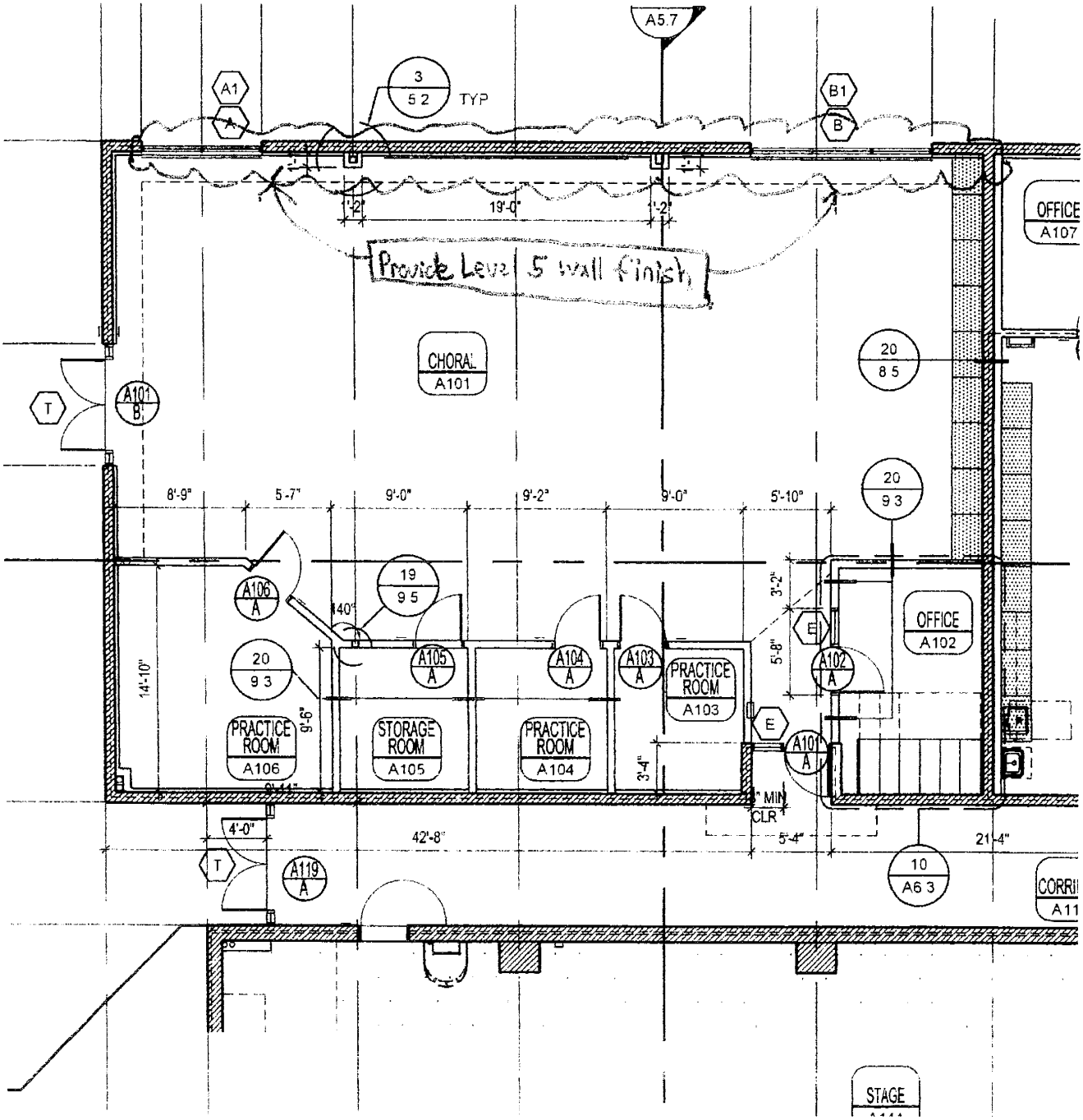


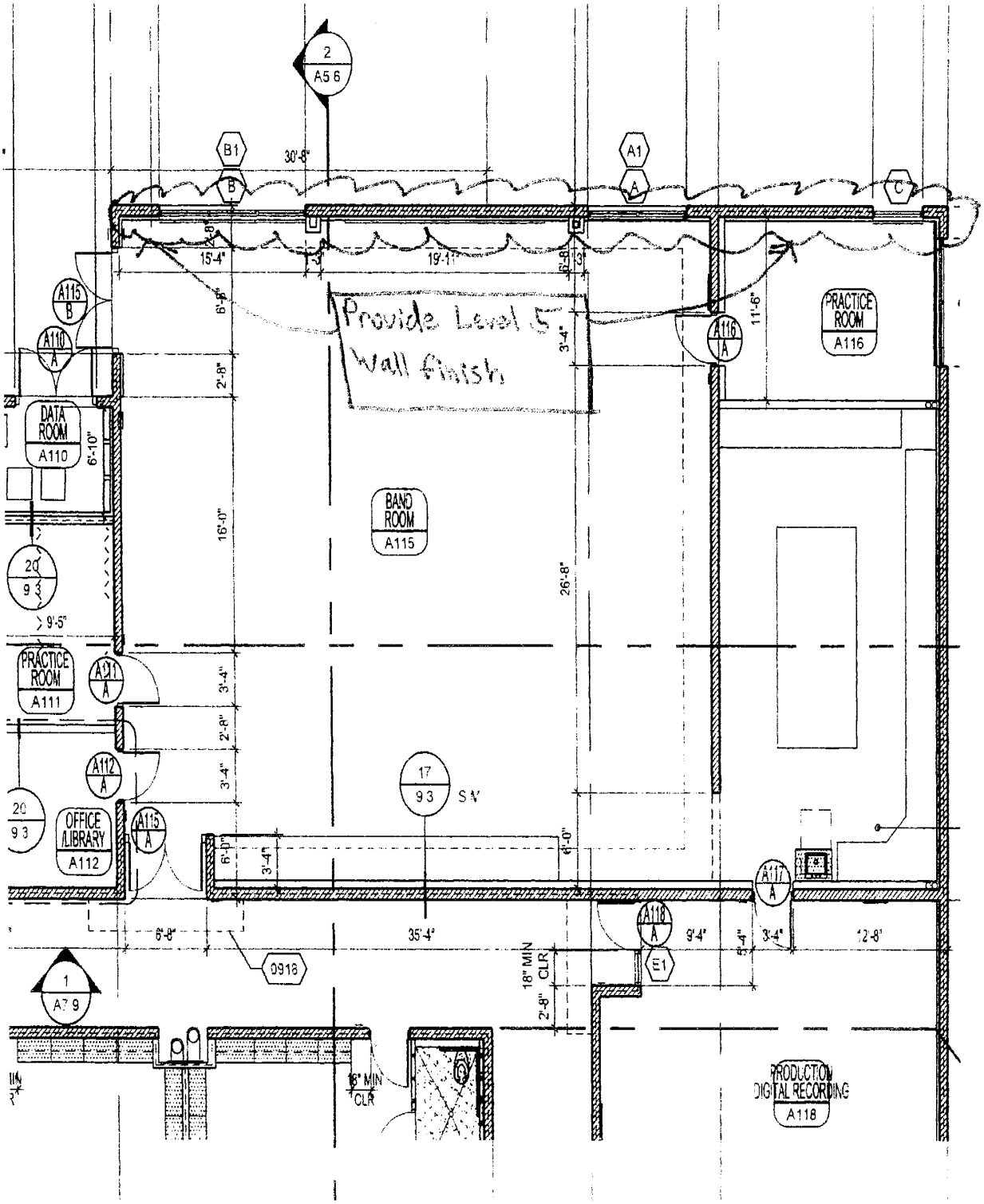

2 of 2

Attachment "E"
2/11/13



Attachment "F"
3/11/13




Provide Level 5
Wall finish
BAND ROOM
A115
PRACTICE ROOM
A116
DATA ROOM
A110
PRACTICE ROOM
A111
OFFICE /LIBRARY
A112
PRODUCTION DIGITAL RECORDING
A118
30'-8"
15'-4"
19'-11"
26'-8"
16'-0"
35'-4"
12'-8"
18" MIN CLR

2 of 2

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

CAPISTRANO UNIFIED SCHOOL DISTRICT

**Project:** -- 1011-11 CVHS Performing Arts Theater

**Contract Number:** 1011-11 **DSA Number:** 04-110424

# WORK ORDER

**To:** Liberty Mutual Insurance Co.
1001 4th Avenue
13th Floor
Seattle, WA 98154

**Work Order No. :** 00086
**Date:** 2/18/2013

**Title:** CCD 4 & 18, Replacement Door at Main

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those indentified herein.

**Description of Proposal:**

Item #1) Pursuant to the Architect of Record's (AOR) issuance of Construction Change Document (CCD) #4 dated 12/11/12 it was necessary for the Contractor to an overhead coiling counter service door at Window J in order to achieve a 1-hour rated enclosure in between the Ticket Booth A134 and the Lobby A130. As such, the contractor shall provide labor and material to add the additional 20 minute rated Type G overhead coiling counter service door as noted in CCD #10. (Refer to Attachment "A" dated 2/18/13)

Item #2) Pursuant to the Architect of Record's (AOR) issuance of Construction Change Document (CCD) #18 dated 2/5/13 it was necessary to provide two pole mounted light fixtures with steel pole top brackets since the existing poles and light fixtures were not acceptable for relocation as indicated on the contract drawings. As such, the Contractor shall provide labor and material to install the poles and light fixtures as noted in CCD #18 (Refer to Attachment "B" dated 2/18/13)

Item #3) Pursuant to a jobwalk with the Owner's Representative and Architect of Record it was agreed to remove and replace the existing damaged door and hardware at the CMU wall enclosure adjacent to the Main Electrical Room. As such, the Contractor shall provide labor and material to replace the damaged door and hardware. (Refer to Attachment "C" dated 2/18/13)

| Item | Description | Amount |
|---|---|---|
| 00001 | | $22,423.00 |

**Proposal Details:**

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to $25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

368

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

CAPISTRANO UNIFIED SCHOOL DISTRICT

**Project:** -- 1011-11 CVHS Performing Arts Theater

**Contract Number:** 1011-11 **DSA Number:** 04-110424

# WORK ORDER

**To:** Liberty Mutual Insurance Co
1001 4th Avenue
13th Floor
Seattle, WA 98154

**Work Order No. :** 00086
**Date:** 2/18/2013

**Title:** CCD 4 & 18 Replacement Door at Main

**COST:**

☐ Lump Sum **$22,423.00** ☐ Not To Exceed _____

☐ Time and Materials Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms

☐ Submit quotation promptly for the work described above The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable

☐ In accordance with Contract unit prices

**TIME:**

☐ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at _____ days

☐ Will not change completion date but is expected to impact specific CPM Activities Activity Numbers _____ Days _____
The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule

| | Signature | Date |
|---|---|---|
| CUSD - Joe Farley | | |
| Owner's Representative | | 2/20/13 |
| Completing Surety | | 2/20/13 |
| Architect of Record | | 02.20.13 |
| Inspector of Record | | 2/20/13 |

# Capistrano Valley Performing Arts Theater BID # 1011-11

## WO 86

### CCD 4, 18, & Replacement Door

DATA DATE:2 18 13

Refer to Attachment A, B, & C

## Add

| ITEM NO. CUSD | DESCRIPTION | RENTAL EQUIPMENT | MATERIAL | LABOR | SUB TOTAL |
|---|---|---|---|---|---|
| 1 | Contractor shall provide labor and material to install the 20 minute rated overhead door as noted in CCD #4 . See Attachment 'A'<br>Electrical Labor. 2 men x 10 hrs x $60/hr. =$1200<br>Fire Alarm Materials $800 Lump Sum Price<br>20 min overhead Door: $4250 Lump Sum Price<br>Labor 2 men x 2 days x 8 hrs. x $60/hr. = $1920 | | $ 5,050.00 | $ 3,120.00 | $ 8,170.00 |
| 2 | Contractor shall provide labor and material to install 2 light fixtures, poles and accessories in lieu of relocating existing light poles as noted in CCD 18. See Attachment "B'<br>2 men x 4 hrs x $60 hr. = $480<br>Poles: 2 poles x $1000/pole = $2000<br>Fixture Heads. 7 heads x $250 = $1750<br>Accessories: $1650 Lump Sum Price | | $ 5,400.00 | $ 480.00 | $ 5,880.00 |
| 3 | Contractor shall provide labor and material to remove and relocate the door at the CMU Wall enlosure adjacent to the Main Electrical Room. See Attachment 'C'<br>Demo and prep: 2 men x 2 days x $60hr x 8 hrs = $1920<br>Sawcut. $400 Lum Sum Price<br>Grout and Set Door 2 men x 8 hrs x $60/hr = $960<br>Install Hardware: $240 Lump Sum Price<br>Material: $1844 Lump Sum Price | | $ 1,844.00 | $ 3,520.00 | $ 5,364.00 |

| | | |
|---|---|---|
| Subtotal Add | | $ 19,414.00 |
| 10% Fee | | $ 1,941.40 |
| Subtotal | | $ 21,355.40 |
| 5% GC/Ins. Fee | | $ 1,067.77 |
| Net Add | | $ 22,423.17 |

FULL AND FINAL TOTAL* $ 22,423

*Rounded to nearest dollar

370

Attachment "A"
2/18/13

Division of the
# State Architect
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

FORM
**DSA-140**
Revised 11/12

**CCD #: A004**

DSA FILE #: 30 - 9
DSA APPL #: 04 - 110424
Date Dec 11, 2012

APPLICATION FOR APPROVAL OF

## CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A

**Changes to or affecting the Structural Safety, Access Compliance or Fire & Life Safety Portions of the Project**

Please Print or Type all Information - or fill out on-line and print for signatures

**ALL FIELDS MUST BE COMPLETED** See DSA IR A-6 for submittal requirements

1. **Name of Project:** Capistrano Valley High School Performing Arts Theater

2. **Applicant Information:**

   **Firm Name:** WLC Architects, Inc.

   **Contact Name:** Steve Stearns

   **Address:** 8163 Rochester Avenue, Suite 100 Rancho Cucamonga CA 91730-0729

   **Phone Number:** 909-987-0909 **e-mail:** sstearns@wlcarchitects.com

3. **Name of Design Professional in General Responsible Charge:** Robert J. Hensley

4. **Professional License Type** ☒ **Architect** ☐ **Structural Engineer** **License Number** C17256

5. **Design Professional in General Responsible Charge Statement:** The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24 California Code of Regulations and the project specifications They are acceptable for incorporation into the construction of the project

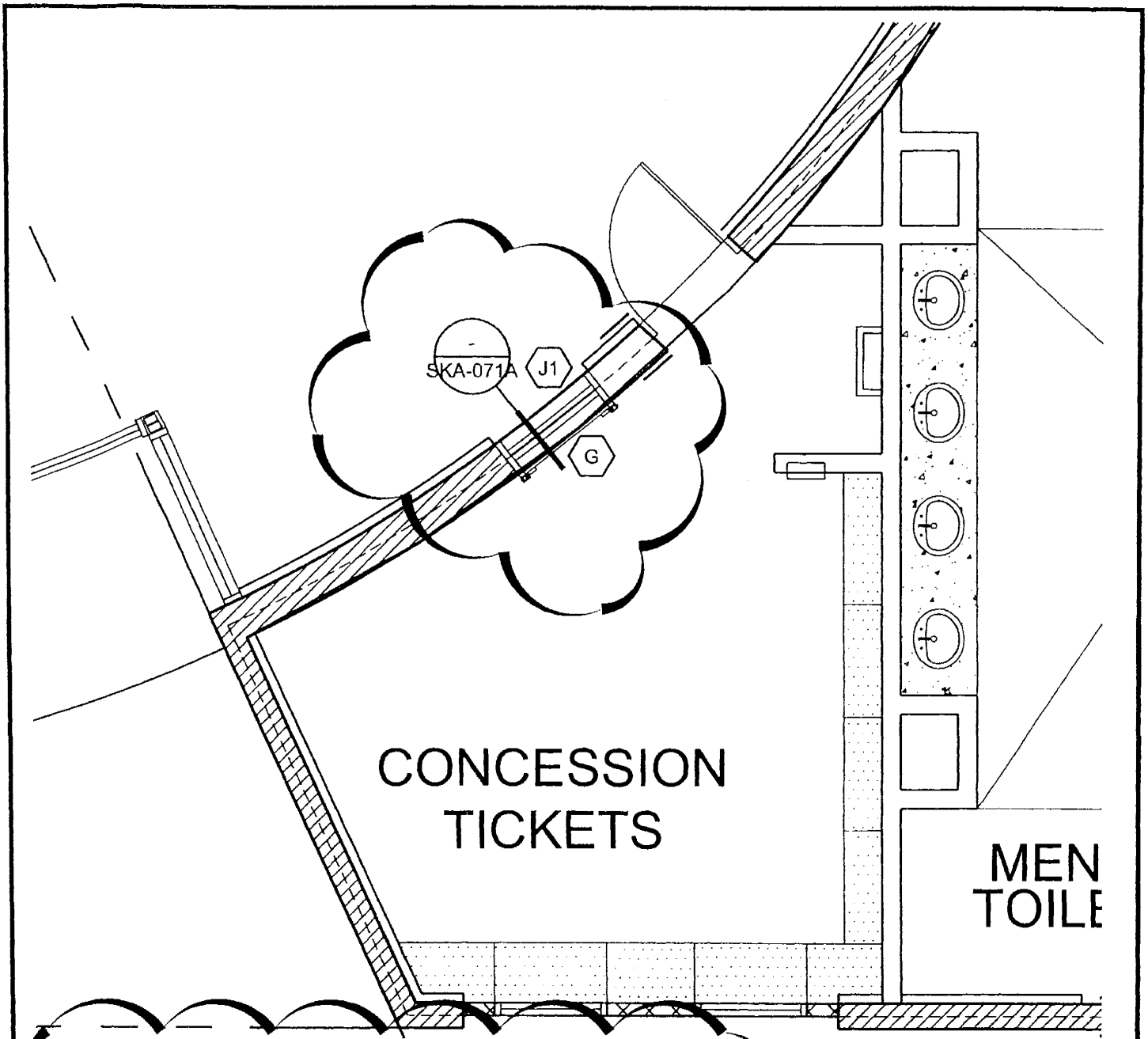
   **Signature:** _____
   DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

6. **Brief Description of construction change (attach additional sheets if needed):**
   Provide a 20 minute rated Type G overhead coiling counter service door at Window J1 for a 1-hour rated enclosure between the Ticket Booth A134 and the Lobby A130 per the attached Sketches SKA-071, SKA-071A, and SKE-071.

7. **List of attachments:**
   Sketches SKA-071, SKA-071A, SKE-071
   DSA Approved Sheets A2.3, 8.1, 8.3, E5.3
   Specification Section 08333

8. **List of DSA approved documents affected by this CCD:**
   DSA Approved Sheets A2.3, 8.1, 8.3, and E5.3

9. **NOTE: Check here ☒ to confirm that all CCD drawings and calculations have been stamped and signed by the responsible design professional.**




DOOR TYPE 'G': 20 MIN. RATED OVERHEAD COUNTER SERVICE DOOR 2'-10" WIDE X 4'-10" HIGH w/ AUTOMATIC MAGNETIC RELEASE LINKED TO SMOKE DETECTION SYSTEM. EQUIVALENT TO OVERHEAD DOOR CORP. FIRE SENTINEL MODEL FS-C+ w/ UNINTERRUPTABLE POWER SUPPLY PER SPECIFICATION SECTION 08333.

LICENSED ARCHITECT
ROBERT J. HENSLEY
C-17256
Exp. Date 04/30/13
STATE OF CALIFORNIA

REFERENCE: SHEET A2.2 , 8.1 &
SPECIFICATION SECTION 08333

DSA A# 04-110424
FILE NO. 30-09
DWG SHEET 1 OF 3

WLC Architects, Inc.
RANCHO CUCAMONGA · FOLSOM · EMERYVILLE

SOUTHERN CALIFORNIA
8163 Rochester Ave.,
Suite 100
Rancho Cucamonga
California 91730-0729

tel: 909-987-0909
fax: 909-980-9980

CAPISTRANO VALLEY
PERFORMING ARTS THEATER
MISSION VIEJO, CA

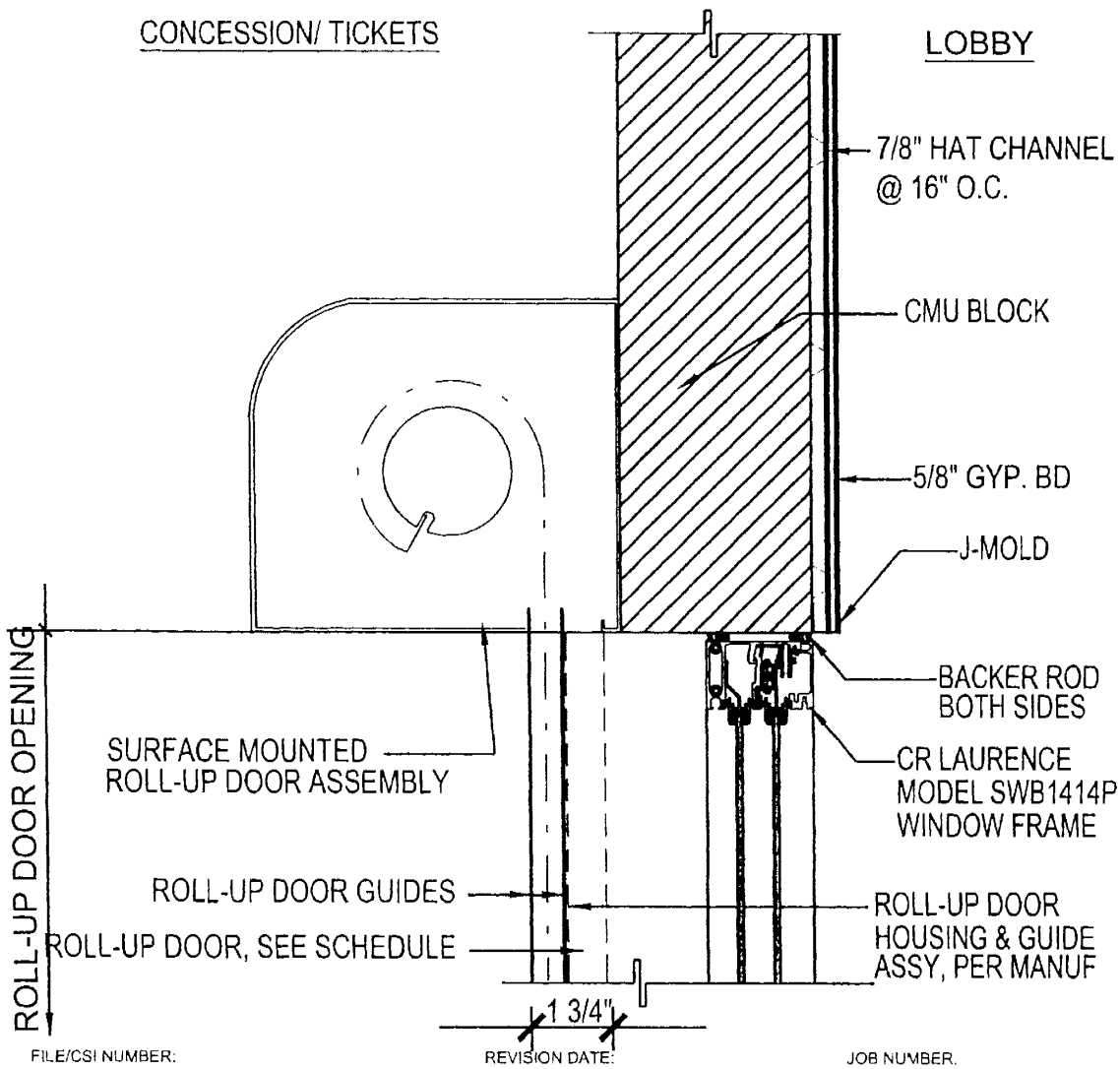
| | |
|---|---|
| DRAWN | WLC |
| CHECKED | WLC |
| DATE | 12.06.12 |
| SCALE | NTS |
| JOB NO. | 08140.5 |

SKA-071

2 of 5

L:\2008\0814000\5-Construction\Drawing\Architectural\0814000 SKA-071 1Hr Overhead Service Door.dwg 12/7/2012 8:58:22 AM

372




# ROLL-UP DOOR HEAD

1 1/2"=1'-0"

LICENSED ARCHITECT
ROBERT J. HENSLEY
C-17256
Exp. Date 04/30/13
STATE OF CALIFORNIA

DSA A# 04-110424
FILE NO. 30-09
DWG SHEET 2 OF 3

REFERENCE: SHEET A8.3

WLC Architects, Inc.
RANCHO CUCAMONGA · FOLSOM · EMERYVILLE

SOUTHERN CALIFORNIA
8163 Rochester Ave., Suite 100
Rancho Cucamonga
California 91730-0729
tel: 909-987-0909
fax: 909-980-9980

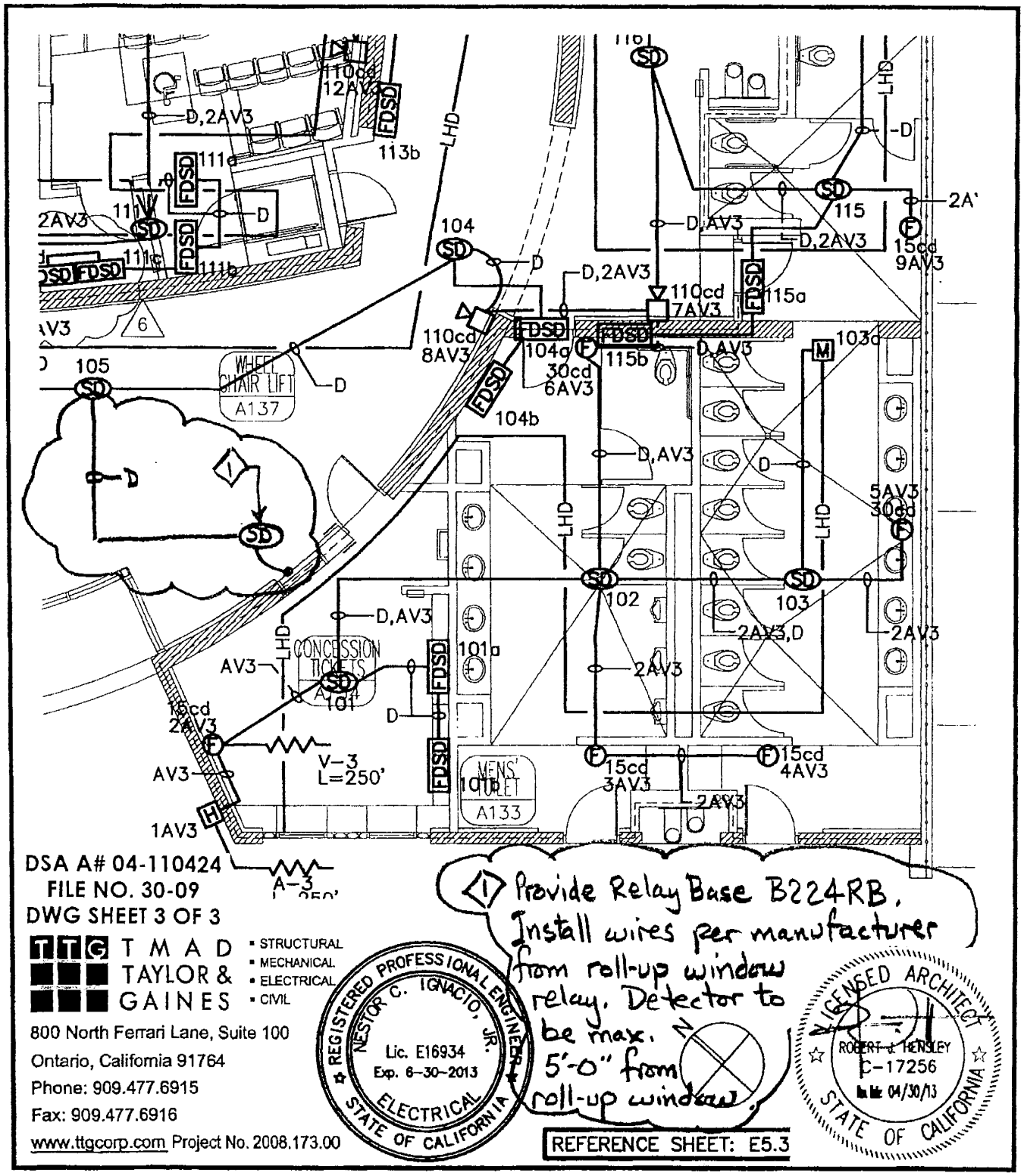
CAPISTRANO VALLEY PERFORMING ARTS THEATER
MISSION VIEJO, CA

| | |
|---|---|
| DRAWN | WLC |
| CHECKED | WLC |
| DATE | 12.06.12 |
| SCALE | 1-1/2"=1'-0" |
| JOB NO. | 08140.5 |

SKA-071A

3 of 5

L:\2008\0814000\5-Construction\...\0814000 SKA-071 1Hr Overhead Service Door.dwg 12/6/2012 4:28:03 PM



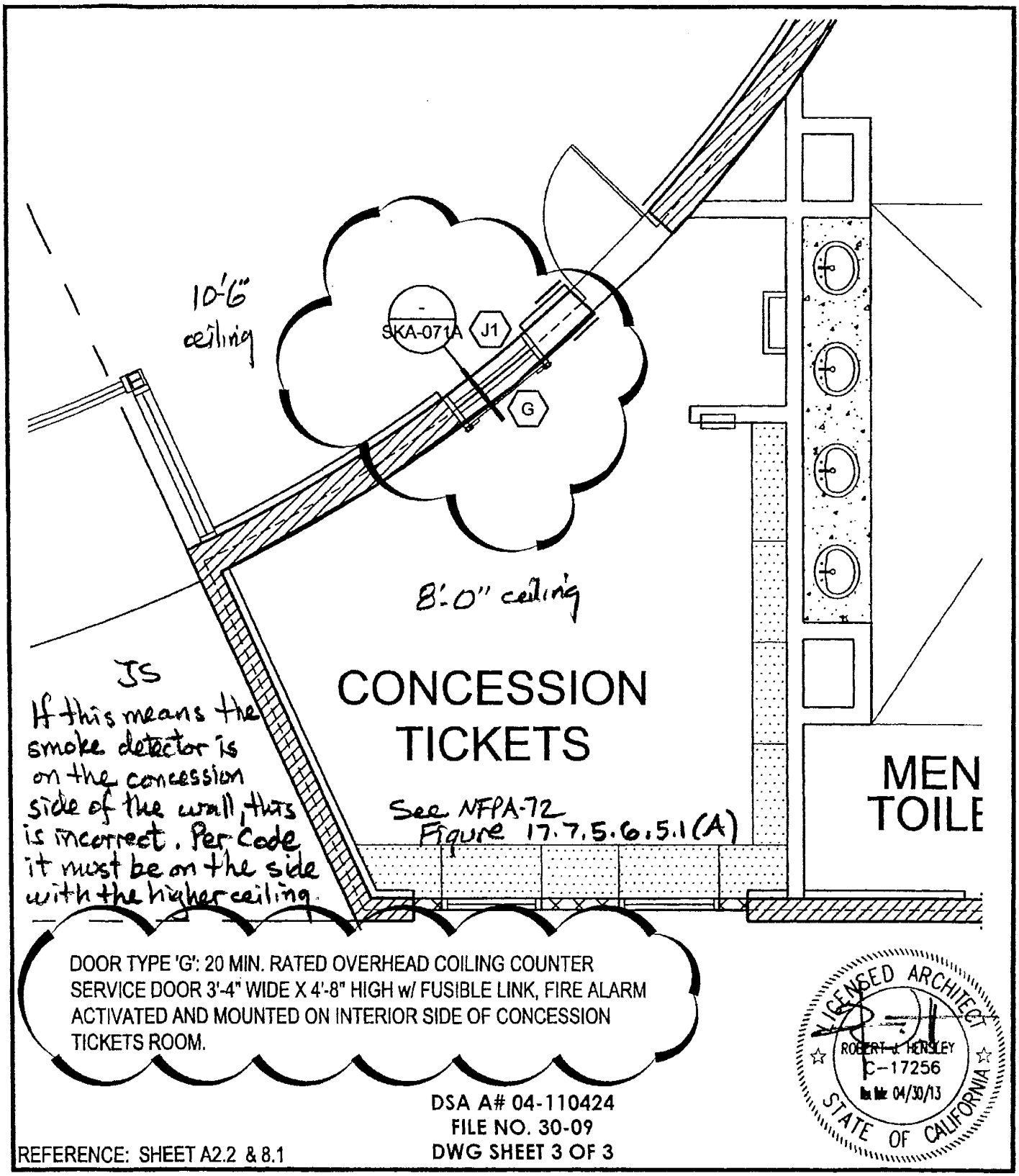

WLC Architects, Inc.
RANCHO CUCAMONGA · FOLSOM · MARYSVILLE

SOUTHERN CALIFORNIA
8163 Rochester Ave., Suite 100
Rancho Cucamonga
California 91730-0729
tel: 909-987-0909
fax: 909-980-9980

CAPISTRANO VALLEY
PERFORMING ARTS THEATER
MISSION VIEJO, CA

| | |
|---|---|
| DRAWN | AS/JS |
| CHECKED | JS |
| DATE | 12/07/12 |
| SCALE | 1"=8'-0" |
| JOB NO. | 08140.4 |

SKE-071
4 of 5




WLC Architects, Inc.
RANCHO CUCAMONGA - FOLSOM - EMERYVILLE

SOUTHERN CALIFORNIA
8163 Rochester Ave., Suite 100
Rancho Cucamonga
California 91730-0729
tel: 909-987-0909
fax: 909-980-9980

CAPISTRANO VALLEY PERFORMING ARTS THEATER
MISSION VIEJO, CA

| | |
|---|---|
| DRAWN | WLC |
| CHECKED | WLC |
| DATE | 12.06.12 |
| SCALE | NTS |
| JOB NO. | 08140.5 |

SKE-071A

5 of 5

L:\2008\0814000\5-Construction\...\0814000 SKA-071 1Hr Overhead Service Door.dwg 12/6/2012 4:28:48 PM

375

Attachment "B"
2/18/13

Division of the
# State Architect
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

FORM
**DSA-140**
Revised 11/12

**CCD #: A018**

DSA FILE #: 30 - 9
DSA APPL #: 04 - 110424
Date Feb 5, 2013

APPLICATION FOR APPROVAL OF

## CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A

**Changes to or affecting the Structural Safety, Access Compliance or Fire & Life Safety Portions of the Project**

Please Print or Type all Information - or fill out on-line and print for signatures

ALL FIELDS MUST BE COMPLETED See DSA IR A-6 for submittal requirements

1. **Name of Project:** Capistrano Valley High School Performing Arts Theater

2. **Applicant Information:**

   **Firm Name:** WLC Architects, Inc.

   **Contact Name:** Steven Stearns

   **Address:** 8163 Rochester Avenue, Suite 100 Rancho Cucamonga CA 91730-0729

   **Phone Number:** (909) 987-0909 **e-mail:** sstearns@wlcarchitects.com

3. **Name of Design Professional in General Responsible Charge:** Robert J. Hensley, Principal, AIA

4. **Professional License Type** ☒ Architect ☐ Structural Engineer **License Number** C-17256

5. **Design Professional in General Responsible Charge Statement:** The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

   **Signature:** _____
   DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

6. **Brief Description of construction change (attach additional sheets if needed):**

   Provide two pole mounted light fixtures with steel pole top brackets and concrete footing.

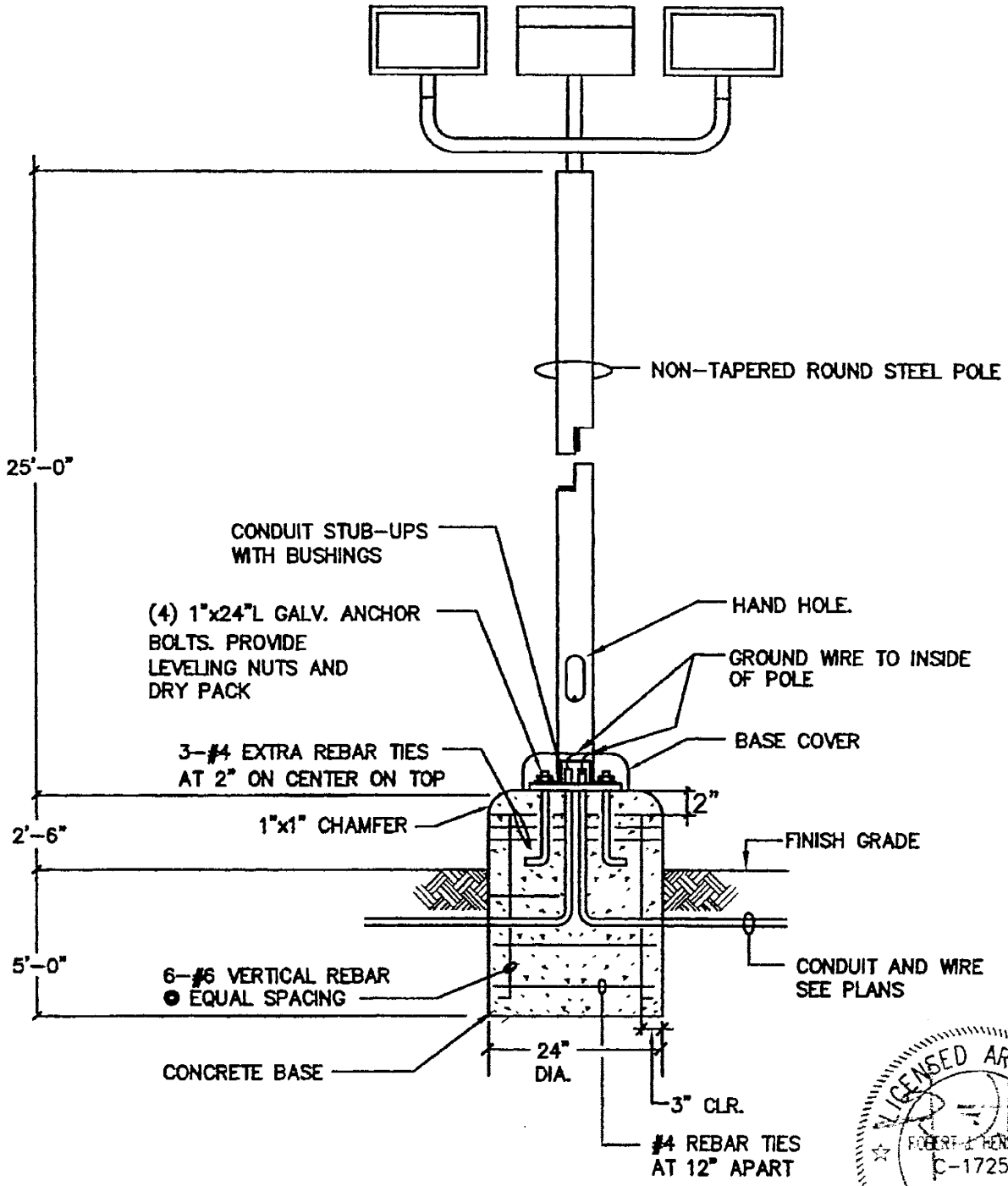
7. **List of attachments:**

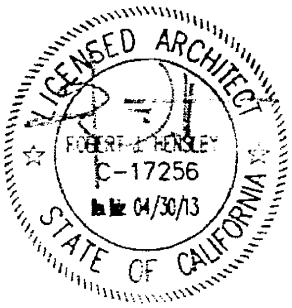
   Sketches CCD 18-A.1, CCD 18-E.1
   DSA Approved Sheets E1.4 and E9.4

8. **List of DSA approved documents affected by this CCD:**

   DSA Approved Sheets E1.4 and E9.4

9. **NOTE: Check here ☒ to confirm that all CCD drawings and calculations have been stamped and signed by the responsible design professional.**



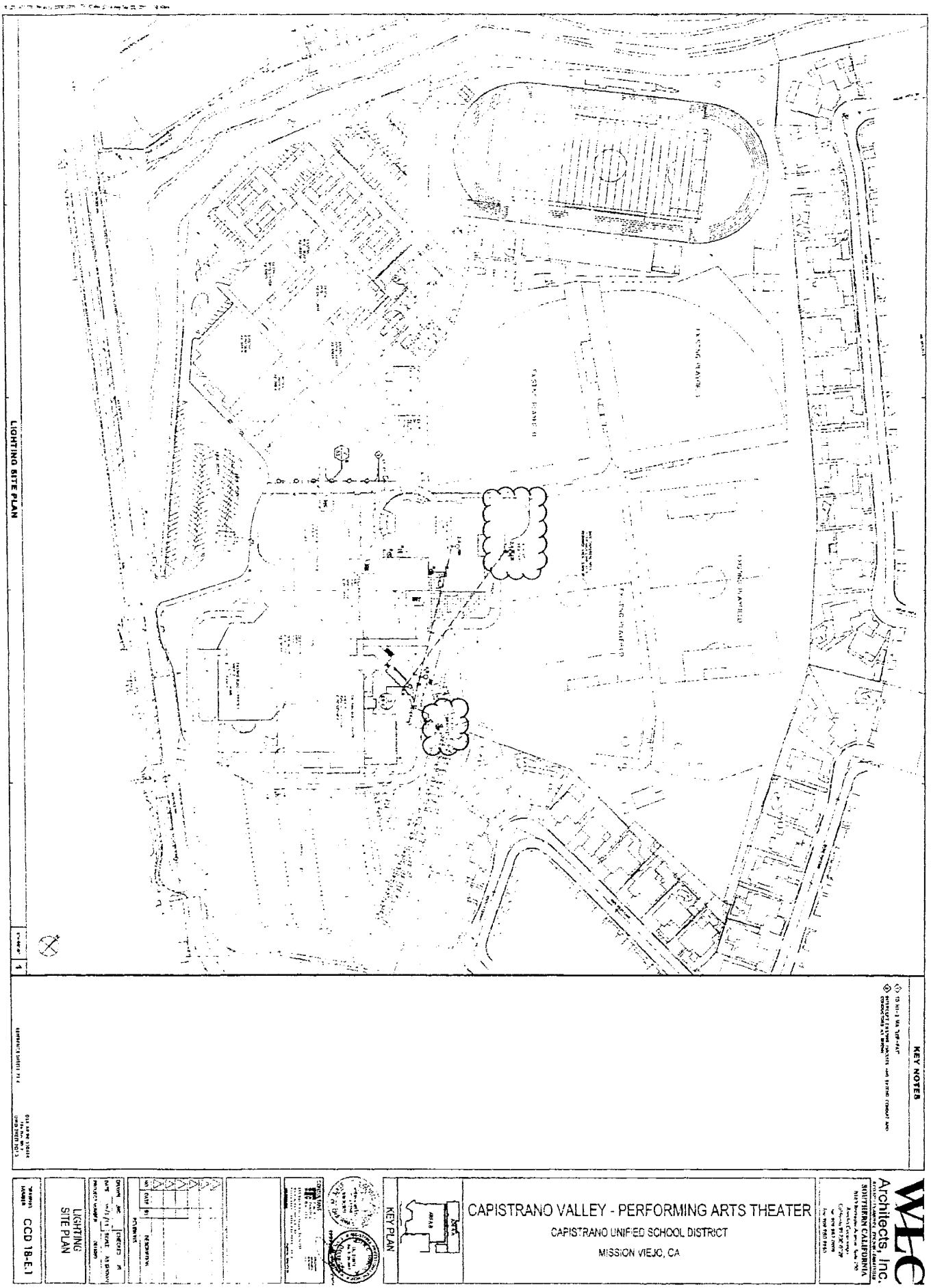



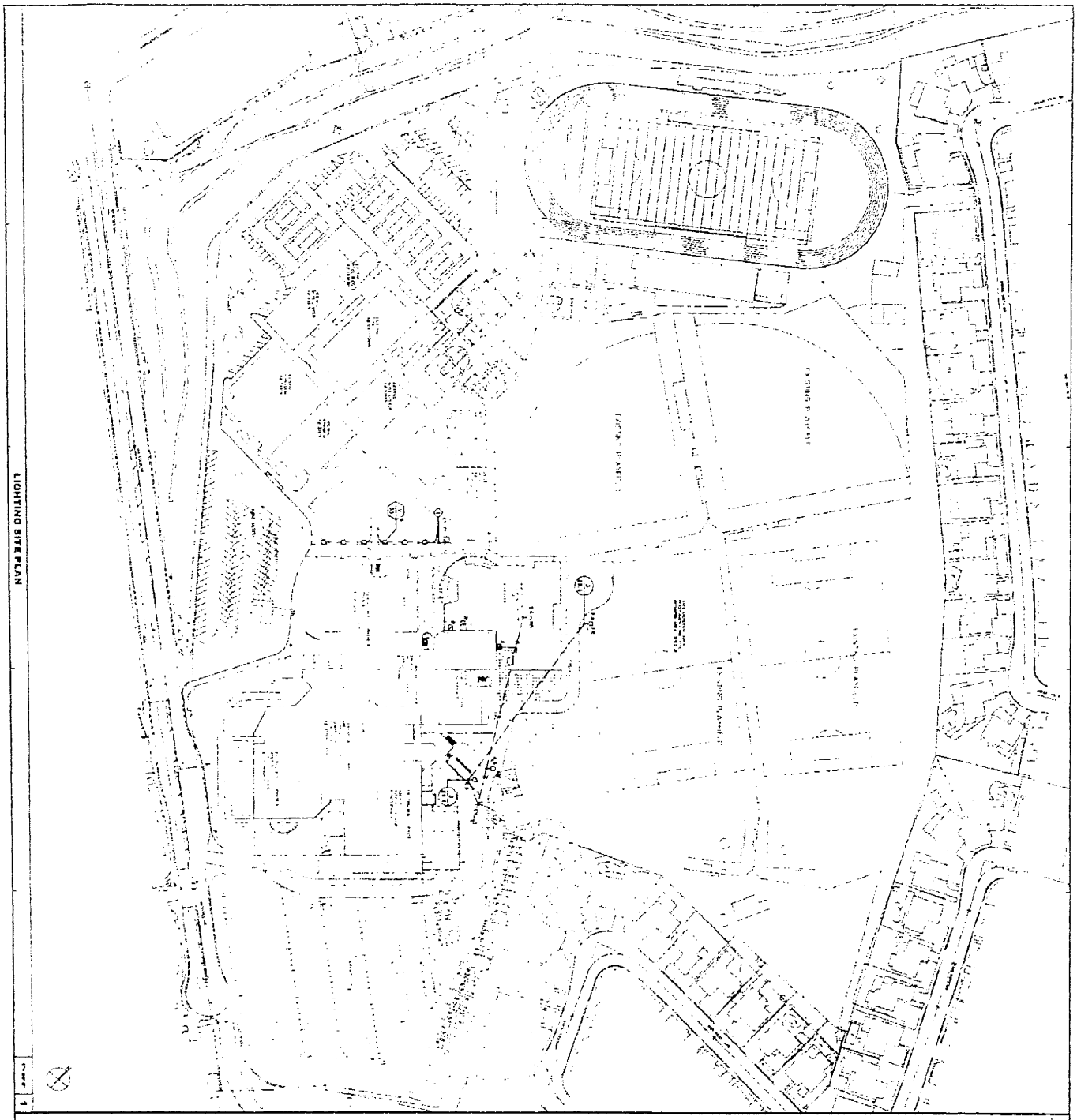

NEW POLE BASE DETAIL

REFERENCE SHEETS: E9.4

DSA A# 04-110424
File No. 30-9
DWG SHEET 1 OF 2

**CCD 18-A.1**


LIGHTING SITE PLAN
KEY NOTES
CAPISTRANO VALLEY - PERFORMING ARTS THEATER
CAPISTRANO UNIFIED SCHOOL DISTRICT
MISSION VIEJO, CA
KEY PLAN
LIGHTING SITE PLAN
CCD 18-E.1
WLC Architects, Inc.
SOUTHERN CALIFORNIA




KEY NOTES

KEY PLAN

CAPISTRANO VALLEY - PERFORMING ARTS THEATER

CAPISTRANO UNIFIED SCHOOL DISTRICT

MISSION VIEJO, CA

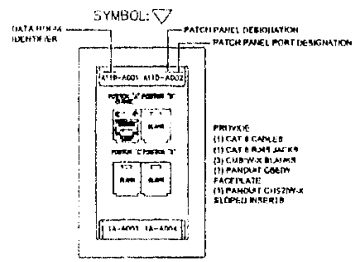
WLC Architects, Inc.

SOUTHERN CALIFORNIA

LIGHTING SITE PLAN

E1.4

FOR REFERENCE ONLY: ORIGINAL DSA APPROVED DRAWING

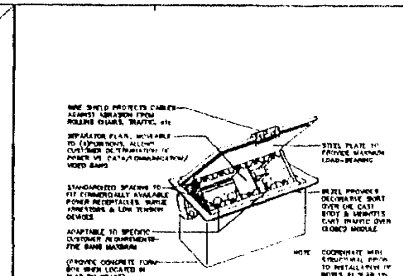



TYPICAL DATA OUTLET WITH SAMPLE OUTLET LABELING DIAGRAM | NTS | 10

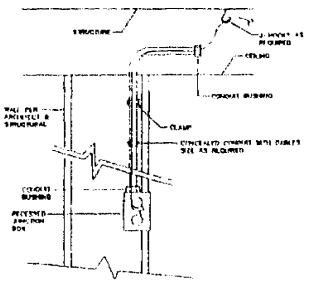
NOT USED | NTS | 7

NOT USED | NTS | 4

NOT USED | NTS | 5

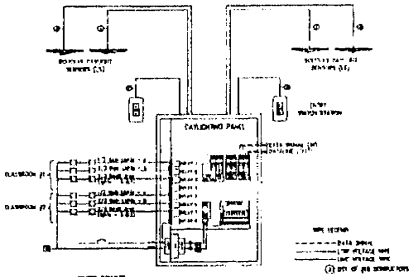


COMBINATION POWER/DATA OUTLET FLOOR BOX | NTS | 1

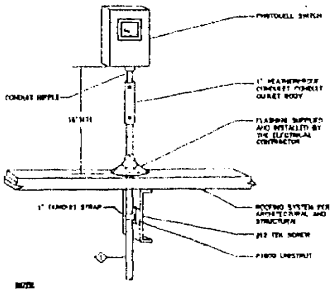


TYPICAL SIGNAL CONDUIT STUB-UP TO CEILING | NTS | 2

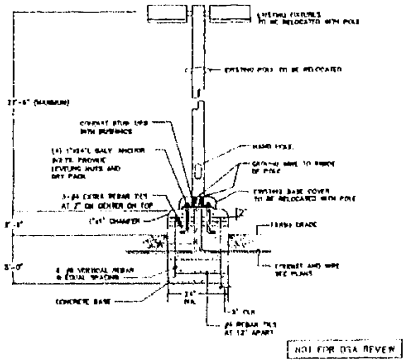
NOT USED | NTS | 11



TYPICAL CLASSROOM WIRING DETAILS | NTS | 9



PHOTOCELL CONTROL MOUNTING DETAIL | NTS | 6



NOT FOR DSA REVIEW

POLE BASE DETAIL | NTS | 3

WLC Architects, Inc.

SOUTHERN CALIFORNIA

CAPISTRANO VALLEY - PERFORMING ARTS THEATER

CAPISTRANO UNIFIED SCHOOL DISTRICT

MISSION VIEJO, CA

KEY PLAN

DETAILS

DRAWING NUMBER E9.4

FOR REFERENCE ONLY: ORIGINAL DSA APPROVED DRAWING

5 of 11

Voltage needs site confirmation

**John Simmons**

Lumark Arrowhead fixture, pulse start metal halide, slipfitter mount, 250 watt lamp, 277 volts, lamp included, button type photocontrol, bronze (only other color option is white)
**(qty 7) MPAHS25-277-LL-PC**
Pole, round straight steel, 5" diameter, 0.188 wall, 25', square steel base plate, bronze (other colors available)
**(qty 2) R5S5M25SF**
This is for 80mph winds. If a higher wind rating is required, the pole must be 30' with a 6" diameter.

Steel Pole Top Brackets
These are for 2" slipfitters (contractor to confirm slipfitter size required for fixtures, and provide correct size or adapters as needed)

| | |
|---|---|
| **(qty 1) 101-J33** | for 3-heads in T pattern |
| **(qty 1) 101-W43** | for 4 heads in X pattern |

How much light is needed?
This should be ok for general lighting/safety but not of course for athletics use.

John Simmons, RCDD, LEED AP
Project Manager
Electrical Design Engineer
Associate

TTG

909 477 6915 Main
909 942 5539 Direct
951-202-3451 Mobile
909 477 6916 Fax

*Please consider the environment before printing*

www.ttgcorp.com

# Ⓔ COOPER LIGHTING - LUMARK®

energy solutions

## DESCRIPTION

The compact die-cast aluminum Arrowhead™ floodlight blends well in almost any setting. It features an adjustable trunnion or slipfitter which allows exceptional mounting flexibility and light control. U.L. listed and labeled for wet locations. CSA certified.

The Arrowhead floodlight can be wall, ground or pole mounted, making it perfect for all commercial and industrial floodlighting applications.

| | | |
|---|---|---|
| Catalog # | MPAH-S25-277V-LL-PC | Type |
| Project | | |
| Comments | | Date |
| Prepared by | | 01/30/2013 |

## SPECIFICATION FEATURES

**Construction**
Heavy-duty cast aluminum housing and corrosion resistant captive retaining screws secure the weather-resistant integral hinged door. Tempered glass lens is heat and impact resistant. Four point door connections provide positive seal to housing. Housing is finished in weather and abrasion resistant dark bronze polyester powder coat.

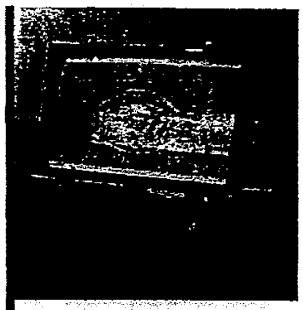
**Gasket**
Full circumference high-temperature silicone gasket seals out external contaminants.

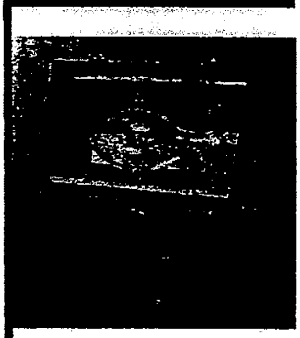
**Socket/Lamp**
Mogul or medium base porcelain socket included. 150W Medium base or up to 400W HP, MP for mogul base.

**Reflector**
Formed aluminum reflector optimizes beam efficiency and control.

**Ballast**
High power factor ballast with Class H insulation. Minimum starting temperature is -40° C (-40° F) for HPS and -30°C (-20°F) for MH and MP. HID ballasts are hard mounted to die cast aluminum back casting.

**Mounting**
Polyester powder coated steel trunnion or slipfitter mount provides stability and adjustable aiming. Slipfitter fits 2 3/8" O.D. tenon. Heavy-duty steel yoke provides flexibility in mounting and aiming from a variety of surfaces.



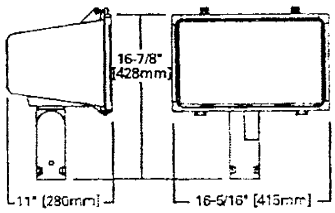


**AH**
ARROWHEAD

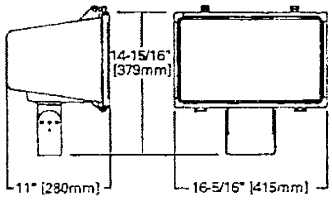
**150 - 400W**
**Pulse Start Metal Halide**
**High Pressure Sodium**
**Metal Halide**

**FLOODLIGHT**

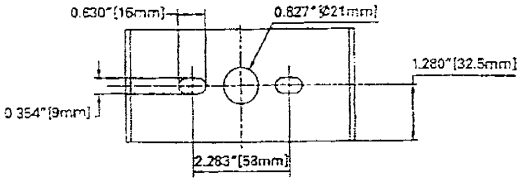
## DIMENSIONS SLIPFITTER




## DIMENSIONS TRUNNION




## MOUNT DRILLING PATTERN - TRUNNION AND YOKE




**TECHNICAL DATA**
UL Wet Location Listed
cUL Listed
1.5G Vibration Rated
EISA ①, ARRA, Title 20 Compliant

**ENERGY DATA**
**CWA Ballast Input Watts**
250W HPS HPF (300 Watts)
400W HPS HPF (465 Watts)
150W MP HPF (185 Watts)
250W MP HPF (283 Watts) ①
320W MP HPF (365 Watts) ①
400W MP HPF (452 Watts) ①

**EPA**
**Effective Projected Area:**
1.59 @ 45°

**SHIPPING DATA**
**Approximate Net Weight**
30 lbs. (15 kgs.)

COOPER Lighting
www.cooperlighting.com

**FOR REFERENCE ONLY**

ADH092110 pc
2012-01-12 11:05:25

382

## ORDERING INFORMATION

2 of 2

to be site-confirmed, provide voltage to match existing.

MPAH-S25-277V-LL-PC

| MP | AH | S | 25 | 277V | LL -PC | |
|---|---|---|---|---|---|---|

**Lamp Type**
- MP=Pulse Start Metal Halide
- MH=Metal Halide
- HP=High Pressure Sodium

**Series**
- AH=Arrowhead

**Mounting**
- S=Slipfitter[1]
- T=Trunnion

**Lamp Wattage**
- MP [2]
  - 15=150W
  - 25=250W
  - 32=320W
  - 35=350W
  - 40=400W
- HP
  - 15=150W
  - 25=250W
  - 40=400W
- MH [3]
  - 17=175W
  - 25=250W
  - 40=400W

**Voltage**
- 120V=120V
- 208V=208V
- 240V=240V
- 277V=277V
- 347V=347V
- 480V=480V
- MT=Multi-Tap, [4] wired 277V
- TT=Triple-Tap, [5] wired 347V

**Options**
- WH=White
- LL=Lamp Included
- PER=NEMA Twistlock Photocontrol Receptacle
- PC=Button Type [6] Photocontrol

**Accessories** [7]
- AH/WG=Wire Guard[8]
- AH/V-BZ=Side and top Visor - Bronze[8]
- AH/V-WH=Side and top Visor - White[8]
- AH/GS-BZ=Glass Replacement Door - Bronze
- AH/GS-WH=Glass Replacement Door - White
- OA/RA1014=NEMA Photocontrol,120V
- OA/RA1016=Photoelectric Control, 105-285V NEMA Type
- OA/RA1013=Shorting Cap for NEMA Twistlock Photocontrol Receptacle
- OA/RA1027=Photoelectric Control, 480V NEMA Type

Notes:
1. Slipfitter fits 2 3/8" O.D. tenon.
2. Medium base socket for Pulse Start Metal Halide 150W and Metal Halide 175W, all others mogul base.
3. MH available in non-U.S. markets only.
4. Supplied with 120/208/240/277-wired 277V.
5. Supplied with tri-tap voltage 120/277/347 (wired 347V). 89% efficient EISA compliant fixtures not available in 347V or TT Voltages.
6. Must specify voltage (120, 208, 240, or 277V).
7. Order separately.
8. Not available with AV/V-BZ or AV/V-WH.
9. Not available with AH/WG.

## STOCK SAMPLE

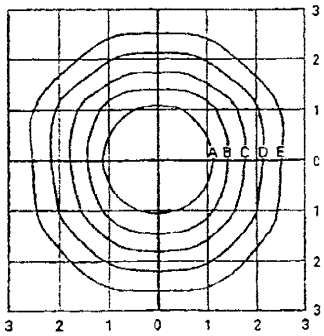
Sample Number: MPAH40S

| | | | |
|---|---|---|---|
| Lamp Type | Series | Lamp Wattage | Mounting |
| MP=Pulse Start Metal Halide | AH=Arrowhead | 15=150W<br>25=250W<br>40=400W | S=Slipfitter<br>T=Trunnion |

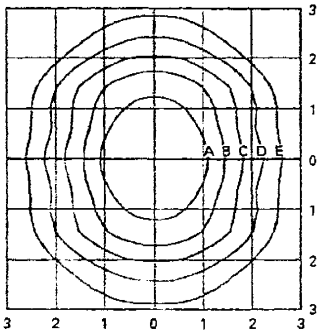
Stock Notes:
Standard multi-tap and bronze. 150W and 320W available in MP only. Options not available with stock product. Refer to standard order information to add options. Refer to In-Stock Guide for availability. Lamps included.

| LAMP TYPE | WATTAGE |
|---|---|
| Pulse Start Metal Halide (MP) | 150, 250, 320, 350, 400W |
| Metal Halide (MH) | 175, 250, 400W |
| High Pressure Sodium (HP) | 150, 250, 400W |

## ARROWHEAD™ PHOTOMETRICS (Complete IES files available at www.cooperlighting.com)




MPAH-X-40
400—Watt MP
44,000—Lumen Clear Lamp




HPAH-X-40
400—Watt HPS
50,000—Lumen Clear Lamp

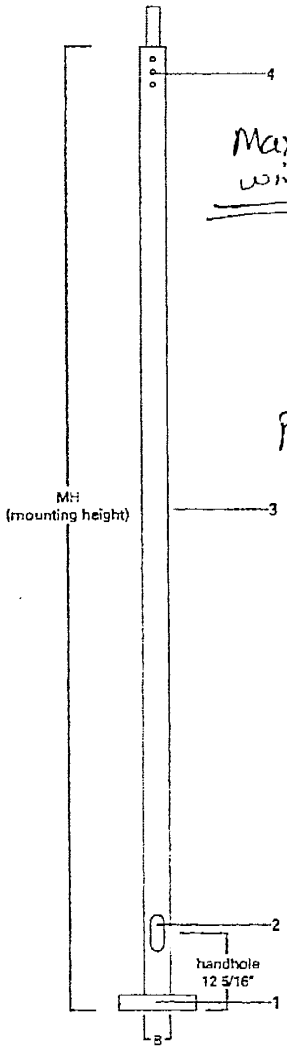
**Footcandle Table**
Select mounting height and read across for footcandle values of each isofootcandle line.
Distance in units of mounting height.

| Mounting Height | Footcandle Values for Isofootcandle Lines A | B | C | D | E |
|---|---|---|---|---|---|
| MPAH-X-40 / HPAH-X-40 | | | | | |
| 20' | 5.00 | 2.00 | 1.00 | 0.50 | 0.25 |
| 25' | 3.20 | 1.28 | 0.64 | 0.32 | 0.16 |
| 30' | 2.20 | 0.88 | 0.44 | 0.22 | 0.11 |

# RSS ROUND STRAIGHT STEEL

1 of 2

10 – 30' MOUNTING HEIGHT




Max 80mph winds

RSS 5 M 25 S F

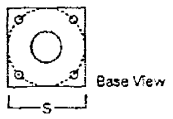
height

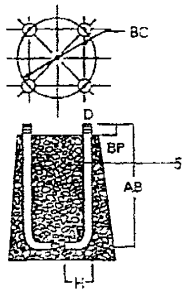
bronze

square base plate

pole diameter

0.188 wall




## SPECIFICATION FEATURES

1 ··· ASTM Grade steel base plate with ASTM A366 base cover.

2 ··· Hand hole assembly 3" x 5" on 5" and 6" RSS poles, 2" x 4" on 4" RSS poles.

3 ··· ASTM A500 grade "B" steel shaft. Shot blasted and painted with polyester powder coat.

4 ··· Drilled or Tenon (specify).

5 ··· Anchor bolt per ASTM A576 with (2) nuts, (2) flat washer, and (1) lock washer. Nuts, washers and threaded portion of bolt are hot dip galvanized 3" hook for 3/4" bolt. 4" hook for 1" bolt.

## FOUR BOLT ANCHORAGE [See ordering information]

BC=Bolt Circle
BP=Bolt Projection
AB=Bolt Dimensions
D=Bolt Diameter
H=Bolt Dimensions

## FINISH COLORS [See ordering information]

F=Dark Bronze
S=Silver
V=Grey
W=White
Y=Black

WARNING: THE USE OF UNAUTHORIZED ACCESSORIES SUCH AS BANNERS, SIGNS OR PENNANTS FOR WHICH THE POLE WAS NOT DESIGNED FOR VOIDS THE COOPER LIGHTING WARRANTY AND MAY RESULT IN POLE FAILURE CAUSING SERIOUS INJURY OR PROPERTY DAMAGE. COOPER LIGHTING'S POLE WARRANTY IS ALSO VOIDED IF LUMINAIRE IS NOT INSTALLED AT TIME OF POLE INSTALLATION.

## ORDERING INFORMATION

SAMPLE NUMBER: RSS4A20SF2XXG

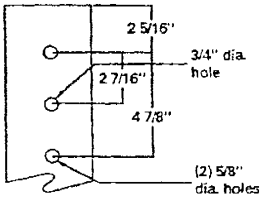
| Round | Straight | Steel | Shaft[3] Size | Wall Thickness | Mounting Height (ft.) | Base Type | Finish | Fixture Mounting & Type | No. & Location of Arms | Arm Lengths | Accessories (Ground Lug) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| R | S | S | 4 | A | 20 | S | F | 2 | X | X | G |

| Mtg. Height | Catalog[1,2] Number | Wall Thickness | Base Square (In.) | Bolt Circle Dia. (In.) | Bolt Proj. (In.) | Shaft Size (In.) | Anchor Bolt Dia. & Length (In.) | Net Wt. (Lbs.) | EPA (Sq. Ft.)[4] At Pole Top | | | | EPA (Sq. Ft.)[4] 2' Above Pole Top | | | | Max. Fixture Load—Include Bracket (Lbs.) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| MH | | | S | BC | BP | B | AB | | 70 | 80 | 90 | 100 | 70 | 80 | 90 | 100 | |
| 10 | RSS4A10SF | .120 | 10 1/2 | 11.0 | 4 1/2 | 4 | 3/4 x 25 x 3 | 82 | 24.4 | 18.2 | 14.0 | 11.1 | 20.3 | 15.2 | 11.7 | 9.3 | 150 |
| 15 | RSS4A15SF | .120 | 10 1/2 | 11.0 | 4 1/2 | 4 | 3/4 x 25 x 3 | 113 | 11.3 | 8.1 | 6.0 | 4.5 | 10.0 | 7.2 | 5.3 | 4.0 | 150 |
| 20 | RSS4A20SF | .120 | 10 1/2 | 11.0 | 4 1/2 | 4 | 3/4 x 25 x 3 | 144 | 6.4 | 4.2 | 2.7 | 1.8 | 5.8 | 3.8 | 2.4 | 1.6 | 200 |
| 20 | RSS5M20SF | .188 | 10 1/2 | 11.0 | 4 1/2 | 5 | 3/4 x 25 x 3 | 236 | 20.4 | 14.9 | 11.5 | 9.2 | 18.5 | 13.6 | 10.5 | 8.3 | 300 |
| 25 | RSS5M25SF | .188 | 10 1/2 | 11.0 | 4 1/2 | 5 | 3/4 x 25 x 3 | 288 | 13.7 | 9.6 | 7.3 | 5.7 | 12.7 | 8.9 | 6.8 | 5.3 | 300 |
| 30 | RSS6M30SF | .188 | 12 1/2 | 12.5 | 5 | 6 | 1 x 36 x 4 | 419 | 13.8 | 10.0 | 7.5 | 5.8 | 12.9 | 9.4 | 7.1 | 5.4 | 300 |

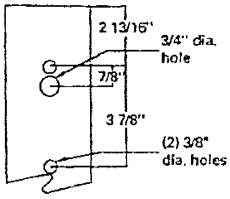
NOTES: 1 Catalog number includes pole with anchor bolts with double nuts (BEFORE INSTALLING ANCHOR BOLTS MAKE SURE PROPER ANCHOR BOLT TEMPLATE IS OBTAINED FROM COOPER LIGHTING HEADQUARTERS).
2 Tenon size or machining for rectangular arms must be specified. Hand hole is located 180° from single arm.
3 Shaft size, base plate, anchor bolts and projections may vary slightly—all dimensions nominal.
4 EPAs based on shaft properties with wind normal to flat. EPAs calculated using base wind velocity as indicated plus 30% gust factor.

## DRILLING PATTERN

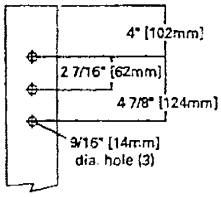
Type "M" [RCL, Landau, Galleria and Vision]




Type "E" [Concourse III]




Type "Z" [Credenza and Cirrus]



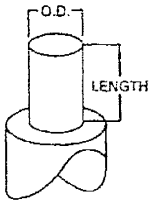

## MACHINING FOR RECTANGULAR ARMS [Add as suffix]

| Designation Letter & Number | Designation Letter & Number | Designation Letter & Number | Quantity & Location |
|---|---|---|---|
| M1 | E1 | Z1 | Single |
| M2 | E2 | Z2 | 2 @ 180° |
| M3 | E3 | Z3 | 3 @ 120° |
| M4 | E4 | Z4 | 4 @ 90° |
| M5 | E5 | Z5 | 2 @ 90° |
| M6 | E6 | Z6 | 3 @ 90° |
| M7 | E7 | Z7 | 2 @ 120° |

NOTES: Refer to Fixture Drilling Options on page 160.

## MOUNTING OPTIONS [add as suffix]

Fixed Tenon




| Designation Number | O.D. (In.) | Length (In.) |
|---|---|---|
| 2 | 2 3/8" | 4" |
| 3 | 3 1/2" | 5" |
| 4 | 4" | 6" |
| 9 | 3" | 4" |

## ACCESSORIES

A=1/2" tapped hub[1]
B=3/4" tapped hub[1]
C=Convenience outlet[2]
G=Grounding lug (max. wire #8 AWG)
H=Additional hand hole and cover—
12" below pole top—90° from hand hole.

NOTES: 1 Location is 3' above base–90° from hand hole.
2 Outlet is located 4' above base and on same side of pole as hand hole, unless specified otherwise. Receptacle not included, provision only.

NOTE: Specifications and dimensions subject to change without notice.

# COOPER LIGHTING

STEEL POLE TOP BRACKETS

Series 101 steel brackets are designed for floodlights with 2" slipfitters. Unthreaded pole fitter of brackets slips 3-1/2" O.D. pole top tenons. Top fitter is unthreaded and capped. All brackets are finished with bronze paint. Galvanized brackets are available. Consult your Cooper Lighting Representative for ordering information.

**SERIES 101 STEEL POLE MOUNTING BRACKETS**

| Catalog Number [1] | Number of Stubs [2] | Figure | Bracket EPA (Square Feet) | Bracket Weight (Pounds) | Maximum Floodlight EPA Per Stub (Square Feet) 75 mph | 100 mph |
|---|---|---|---|---|---|---|
| 101-A13[4] | 1 | – | – | 8 | – | – |
| 101-A23[4] | 2 | FIG. 1 | .60 | 20 | 9.0 | 4.5 |
| 101-J33[4] | 3 | FIG. 2 | .80 | 28 | 6.0 | 3.0 |
| 101-Y33[4] | 3 | FIG. 3 | .59 | 32 | 6.0 | 3.0 |
| 101-W43 | 4 | FIG. 4 | .53 | 36 | 9.0 | 4.5 |
| 101-J43 | 4 | FIG. 5 | 1.11 | 47 | 9.0 | 4.5 |

NOTES: 1 Brackets are designed for floodlights with 2" slipfitters. 2 Consult your Cooper Lighting Representative regarding availability of brackets designed for more than four luminaires. Maximum floodlight weight allowed per stub is 100 Pounds. 3 May be used to connect 3-1/2" O.D. tenon to a 2-3/8" O.D. tenon. 4 To slip 2-3/8" O.D. pole top tenon, change last digit from "3" to "2".

FIG. 1

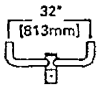



FIG. 2

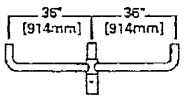
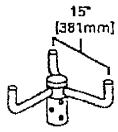



FIG. 3




120° Arm Separation

FIG. 4

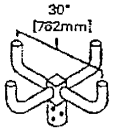
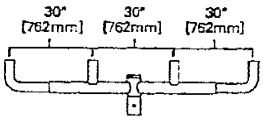
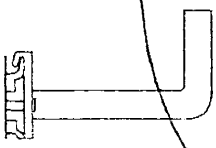



FIG. 5




These steel pole brackets are used for mounting with 2" slipfitters on round or square steel poles. Poles must be specified with a simplex fitting and hardware which allows the bracket to be bolted direct to the fitting on the steel pole at the job site. Location of the bracket with respect to the base of the pole and the hand hole must be specified on the order for the pole. All brackets are finished with bronze paint.

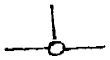


**SERIES 109 STEEL POLE MOUNTING BRACKETS**

| Catalog Number | Arm Length (Inches) | Maximum Fixture Weight (Pounds) | Bracket EPA (Square Feet) | Net. Weight (Pounds) |
|---|---|---|---|---|
| 109W14 | 16" | 75 | .40 | 10 |
| 109W22 | 22" | 65 | .53 | 12 |

NOTES: Must be ordered with pole.

one



one

WARNING: The use of unauthorized accessories such as banners, signs, cameras or pennants for which the pole was not designed voids the Cooper Lighting Pole Warranty and may result in pole failure causing serious injury or property damage. Upon request, Cooper Lighting will supply information regarding total loading capacity. Cooper Lighting's Pole Warranty is void unless poles are used and installed as a complete pole/luminaire combination. This warranty specifically excludes failure as the result of a third party act or omission, misuse, unanticipated uses, fatigue failure or similar phenomena resulting from induced vibration, harmonic oscillation or resonance associated with movement of air currents around the product.

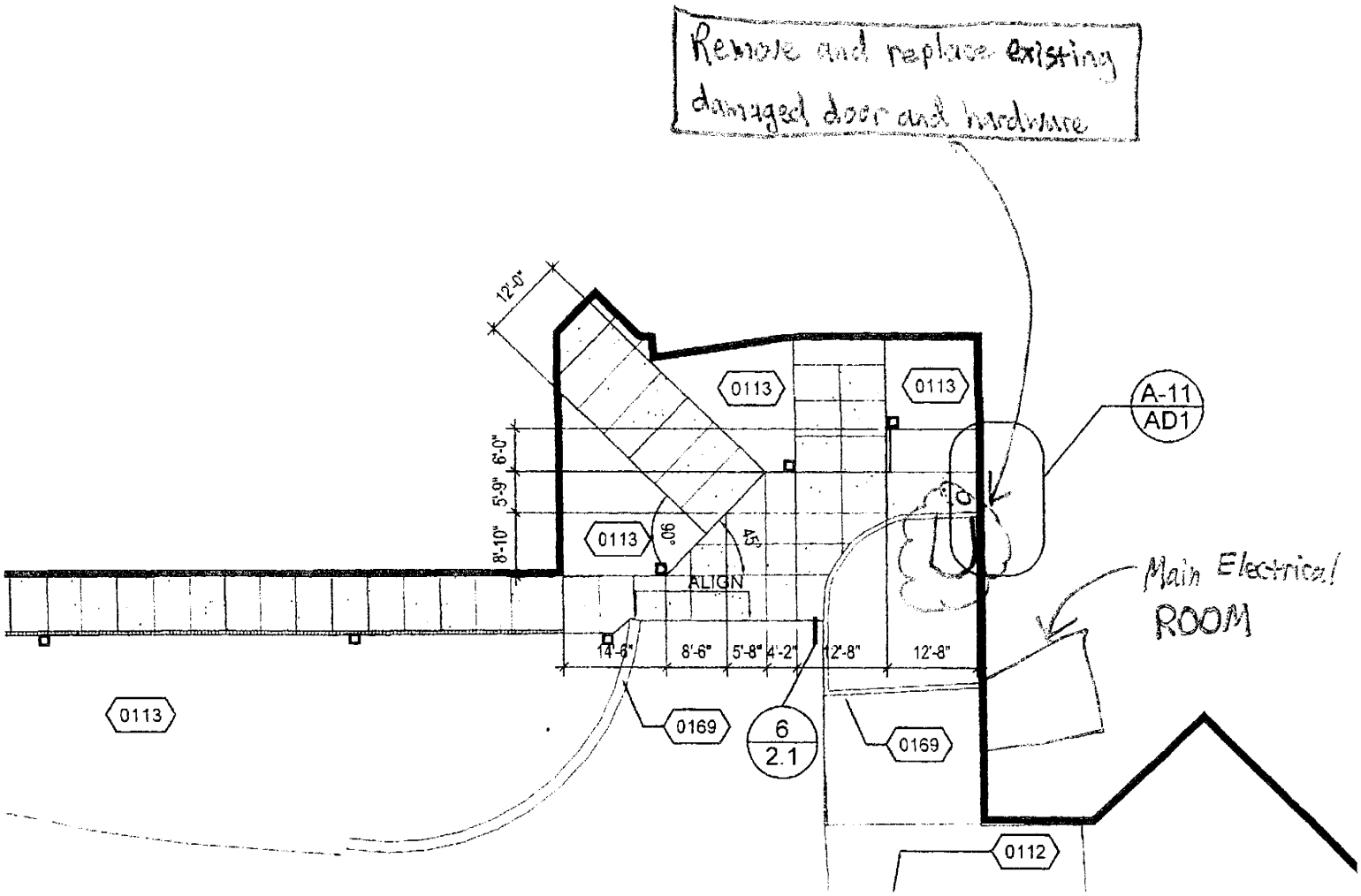
Specifications and dimensions subject to change without notice. Consult your Cooper Lighting Representative or visit www.cooperlighting.com for available options, accessories and ordering information.

COOPER Lighting
www.cooperlighting.com

NOTE: Specifications and dimensions subject to change without notice.
Visit our web site at www.cooperlighting.com
Customer First Center 1121 Highway 74 South Peachtree City, GA 30269 770.486.4800 FAX 770.486.4801

ADH121640

Attachment "C"
2/18/13



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano California 92675

CAPISTRANO
UNIFIED SCHOOL DISTRICT

**Project:** -- 1011-11 CVHS Performing Arts Theater

**Contract Number:** 1011-11 **DSA Number:** 04-110424

# WORK ORDER

**To:** Liberty Mutual Insurance Co
1001 4th Avenue
13th Floor
Seattle, WA 98154

**Work Order No. :** 00087
**Date:** 2/25/2013

**Title:** Bulletins 24 & 33

Contractor is directed to make the following changes in the Contract All work shall be performed subject to the conditions contained in the Contract This Work Order shall constitute a full and final settlement of any and all claims the Contractor has arising out of the revision set forth herein including claims for impact and delay costs excluding those indentified herein.

**Description of Proposal:**

Item 1) Pursuant to the Architect of Record s (AOR) issuance of Instruction Bulletin #33 dated 2/7/13 additional colors were added throughout the Performing Arts Theater building in order to enhance the overall interior finish As such the Contract shall provide labor and material to install the additional colors as noted in Bulletin 33 (Refer to Attachment "A" dated 2/25/13)

Item 2) During the course refinement it was decided to relocate the 12 x 12' catch basins within the 20' wide natural concrete accent band at the storefront entrance As such the Contractor shall provide labor and material to relocate the 12'x12' catch basins (Refer to Attachment "B" dated 2/25/13)

Item 3) Pursuant to the Architect of Record s (AOR) issuance of Instruction Bulletin #24 dated 10 30/12 the acoustical fabric wrapped panels at the East and West sides of the Theater house were deleted from the scope of work Additionally the 2" thick black surface applied wall insulation at the back wall of the theaters was deleted from the scope of work These areas are to be painted As such the District is due a credit from the Contractor for the above noted items (Refer to Attachment "C" dated 2/25/13)

| Item | Description | Amount |
|---|---|---|
| 00001 | | $5 917 00 |

**Proposal Details:**

It is understood that this Work Order will be effective when signed by Joe Farley Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents the amount of the charges (if applicable) under the Work Order is limited to $25 000 The adjustment in contract sum if any and the adjustment in the contract time if any set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order unless otherwise provided in the Work Order

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

CAPISTRANO UNIFIED SCHOOL DISTRICT

**Project:** -- 1011-11 CVHS Performing Arts Theater

**Contract Number:** 1011-11 **DSA Number:** 04-110424

# WORK ORDER

**To:** Liberty Mutual Insurance Co
1001 4th Avenue
13th Floor
Seattle, WA 98154

**Work Order No. :** 00087
**Date:** 2/25/2013

**Title:** Bulletins 24 & 33

**COST:**

☐ Lump Sum **$5,917.00** ☐ Not To Exceed _____

☐ Time and Materials Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms

☐ Submit quotation promptly for the work described above The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable

☐ In accordance with Contract unit prices

**TIME:**

☐ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at _____ days

☐ Will not change completion date but is expected to impact specific CPM Activities Activity Numbers _____ Days _____
The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule

| | Signature | Date |
|---|---|---|
| CUSD - Joe Farley | | 2/28/13 |
| Owner's Representative | | 2/28/13 |
| Completing Surety | | 2/27/13 |
| Architect of Record | | 02.27.13 |
| Inspector of Record | | 2/27/13 |

## Capistrano Valley Performing Arts Theater BID # 1011-11

### W.O. # 087

Painting changes Bulletin No. 24 and No. 33

Data Date 2 25 2013

Refer to Attachment "A", "B", & "C"

## Add

| ITEM NO. CUSD | DESCRIPTION | RENTAL EQUIPMENT | MATERIAL | LABOR | SUB TOTAL |
|---|---|---|---|---|---|
| 1 | Contractor shall provide labor and material for the additional painting as noted in Bulletin No 24 and Bulletin No, 33 See Attachment "A"<br>Choral Room A101: $1550 (includes labor and material<br>Band Room A115. $1670 (includes labor and material)<br>Recording Room A118 : $800 (includes labor and material)<br>Westside Theater House: $1105 (includes labor and material)<br>Eastside Theater House: $1105 (includes labor and material)<br>Southside Theater House: $2340 (includes labor and material)<br>Touch-up: $1450 (includes labor and material) | | | | $ 10,020.00 |
| 2 | Contractor shall provide labor and material to relocate two 12" x 12" catch basins within the 20' wide natural concrete accent band See Attachment 'B'<br>2 men x 2 days x 8 hrs x $60/hr. = $1920<br>Equipment. Backhoe $500 Lump Sum Price | $ 500 00 | | $ 1,920.00 | $ 2,420 00 |

| | | |
|---|---|---|
| Subtotal Add | $ | 12,440.00 |
| 10% Fee | $ | 1,244.00 |
| Subtotal | $ | 13,684.00 |
| 5% GC/Ins. Fee | $ | 684.20 |
| Net Add | $ | 14,368.20 |

## Credit

| ITEM NO. CUSD | DESCRIPTION | RENTAL EQUIPMENT | MATERIAL | LABOR | SUB TOTAL |
|---|---|---|---|---|---|
| 1 | Credit for the deleted acoustical fabric wrapped panels on the East and West walls of the Theater House at the second level. See Attachment "C"<br>7 l.f. x 8.5 high x 4 locations = 240 s f. +/-<br>240 s f x $16 75 s f = ($4,020) Lump Sum Price | | | | $ 4 020 00 |
| 2 | Credit for deleting the 2" thick surface applied wall insulation was deleted at back wall of the theater per Bulletin No 24 See Attachment "C"<br>2 men x 2 days x 8 hrs x $60/hr = ($1920)<br>1620/s.f. x $1.55 = ( $2511) | | $ 2 511 00 | $ 1,920 00 | $ 4 431.00 |

| | | |
|---|---|---|
| Subtotal Credit | $ | (8,451.00) |
| Net Add | $ | 14,368.20 |
| Net Credit | $ | (8,451.00) |
| FULL AND FINAL TOTAL* | $ | 5,917 |

*Rounded to nearest dollar

390

**WLC Architects, Inc.**

George M. Wilson, AIA • Robert J. Hensley, AIA • James Z. DiGiacomo, AIA • Glenn Jeida, AIA
Max Medina, AIA • Kelley Needham, AIA • Kevin A. Mac Quoddie, AIA • Mark Graham, AIA
Bishop Yu, AIA • Leonard Ray-Lynch, AIA

DATE: February 7, 2013

INSTRUCTION BULLETIN: 33

PROJECT NO.: 0814000.53

PROJECT:

Capistrano Valley High School Performing Arts Theater
Capistrano Unified School District

TO:

Mr. Walter S. Eden
Owner
Edenco, Inc.
2906 La Ventana
San Clemente, CA 92672

Attachment "A"
2/25/13

DESCRIPTION OF WORK TO BE PERFORMED:

Item 33.1 Provide paint colors per the attached Sketches SKA-082 and SKA-082A.

Justification: To clarify the location of interior colors

Requested by: WLC Architects, Inc.

Attachments: Sketch SKA-082 and SKA-082A

ACTION TO BE TAKEN:

1. ____ Make the described change in the work at no change in the Contract Sum and no change in the Contract Time of Completion.
2. ____ Make the described change in the work with credit or cost for which will be determined in accordance with the General and Supplementary Conditions of the Contract.
3. X Promptly advise the Architect as to credit or cost proposed for the described change. This is not an authorization to proceed with the change.

cc: Mr. Clark Hampton
Deputy Superintendent
Capistrano Unified School District

Architect: ROBERT J. HENSLEY
Architect, AIA
LEED AP
Chairman, Principal

AUTHORIZATION TO PROCEED:

When approved by both parties below, you are authorized to proceed with the work outlined in ____.

The amount for this change of ____ will be (added/deducted) in a forthcoming Change Order.

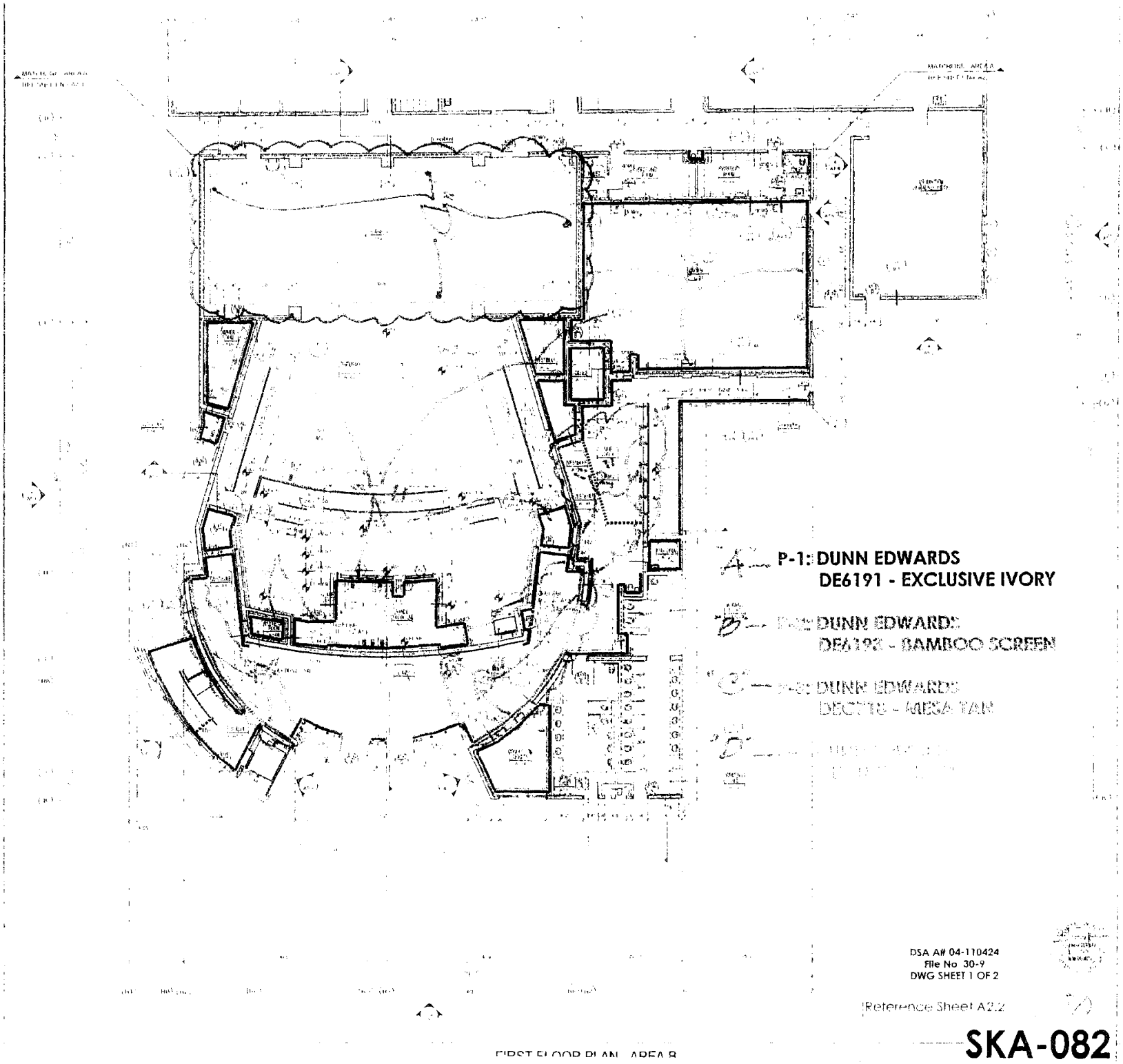
The contract Time will be adjusted by ____ day(s) (added/deducted).

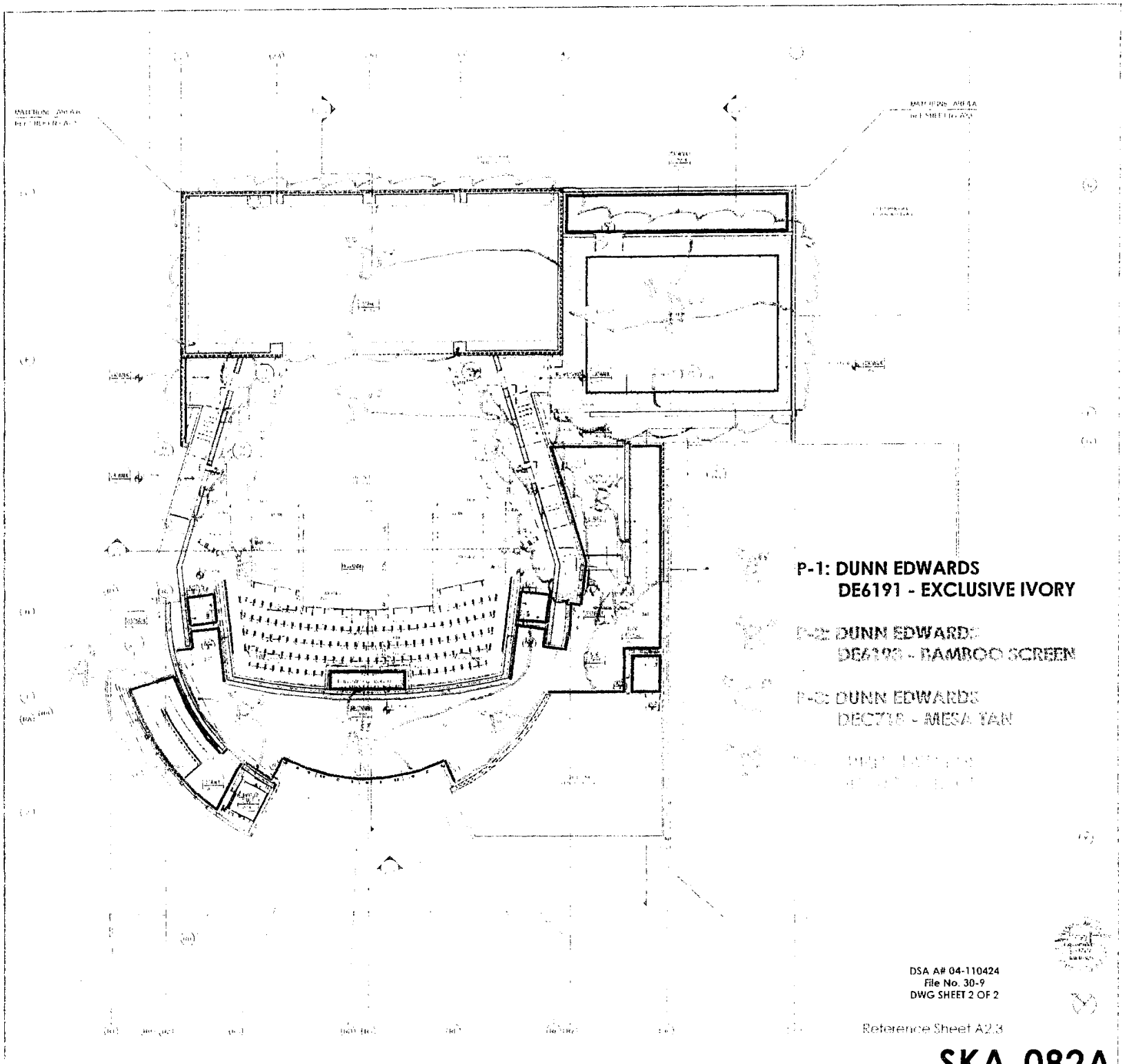
Owner Date Contractor Date

SStrg:P5081400033-lb

8163 Rochester Avenue, Suite 120 • Rancho Cucamonga, CA 91730 • tel: 909.987.0909 • fax: 909.980.9980

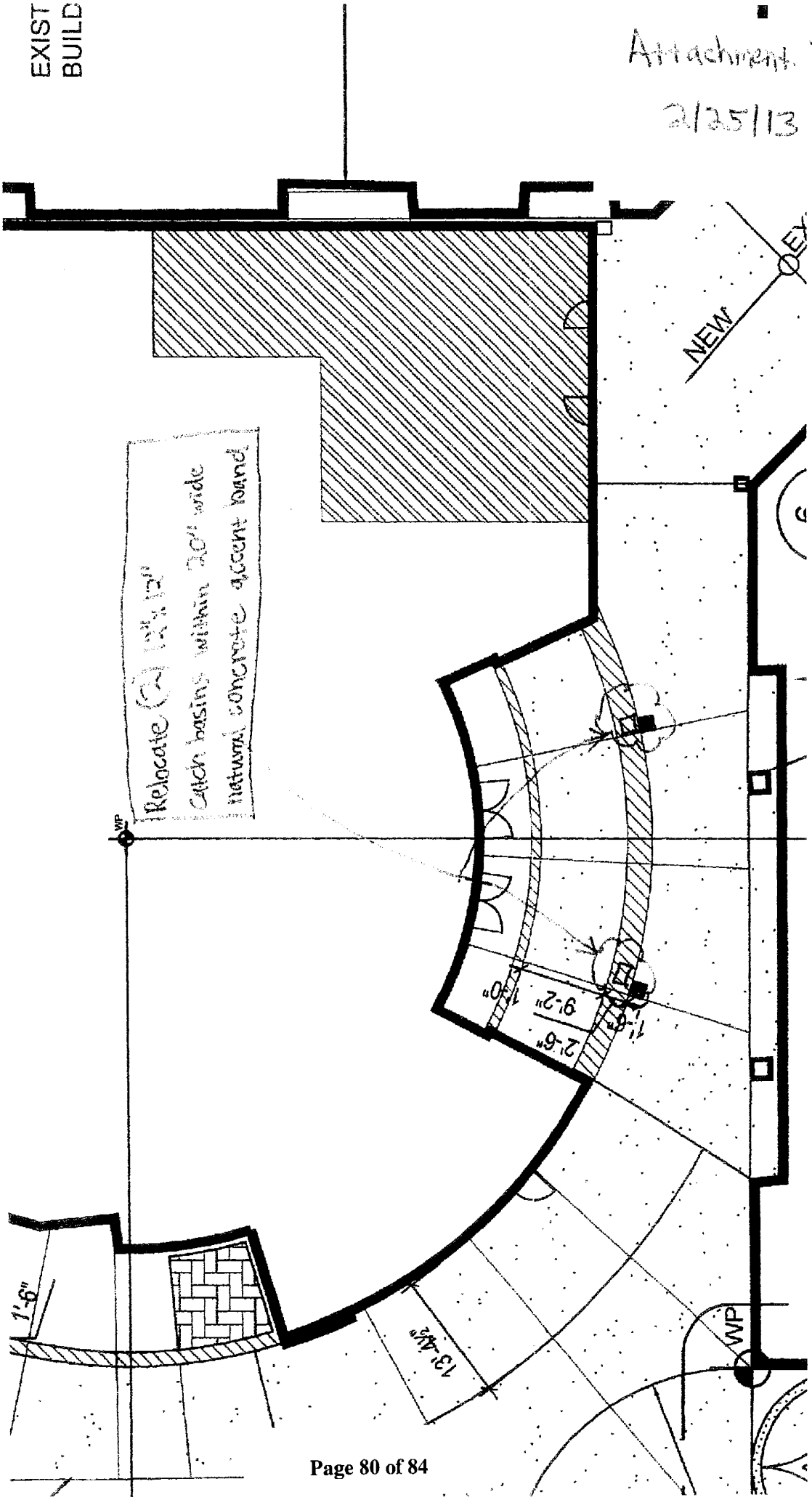
391
1 of 3


P-1: DUNN EDWARDS
DE6191 - EXCLUSIVE IVORY
DUNN EDWARDS
DUNN EDWARDS
DSA A# 04-110424
File No 30-9
DWG SHEET 1 OF 2
(Reference Sheet A2.2
SKA-082
FIRST FLOOR PLAN - AREA B


P-1: DUNN EDWARDS
DE6191 - EXCLUSIVE IVORY
P-2: DUNN EDWARDS
DE6193 - BAMBOO SCREEN
P-3: DUNN EDWARDS
DEC718 - MESA TAN
DSA A# 04-110424
File No. 30-9
DWG SHEET 2 OF 2
Reference Sheet A2.3
SKA-082A

Attachment "B"

2/25/13



**WLC Architects, Inc.**

George M. Wiens, AIA • Robert J. Hensley, AIA • James P. DiCamillo, AIA • Glenn Ueda, AIA
Max Medina, AIA • Kelley Needham, AIA • Kevin A. MacQuarrie, AIA • Mark Graham, AIA
Bill Louie, AIA • Leopold Ray-Lynch, AIA

DATE: October 30, 2012

INSTRUCTION BULLETIN: 24

PROJECT NO.: 0814000.53

Attachment "C"
2/25/13

PROJECT:

Capistrano Valley High School Performing Arts Theater
Capistrano Unified School District

TO:

Mr. Walter S. Eden
Owner
Edenco Inc.
2906 La Ventana
San Clemente, CA 92672

DESCRIPTION OF WORK TO BE PERFORMED:

Item 24.1 Provide paint at the Theater House interior elevations per the attached Sketches SKA-063, SKA-063A, SKA-063B and SKA-063C.

Justification: Clarification of finish schedule and paint schedule

Requested by: WLC Architects

Attachments: Sketches SKA-063, SKA-063A, SKA-063B, SKA-063C

ACTION TO BE TAKEN:

1. ____ Make the described change in the work at no change in the Contract Sum and no change in the Contract Time of Completion.

2. ____ Make the described change in the work with credit or cost for which will be determined in accordance with the General and Supplementary Conditions of the Contract.

3. X Promptly advise the Architect as to credit or cost proposed for the described change. This is not an authorization to proceed with the change.

Mr. Clark Hampton,
Deputy Superintendent
Capistrano Unified School District

Architect: ROBERT J. HENSLEY
Architect, AIA
LEED™ AP
Chairman, Principal

AUTHORIZATION TO PROCEED:

When approved by both parties below, you are authorized to proceed with the work outlined in ____

The amount for this change of ____ will be (added/deducted) in a forthcoming Change Order

The contract Time will be adjusted by ____ days (added/deducted)

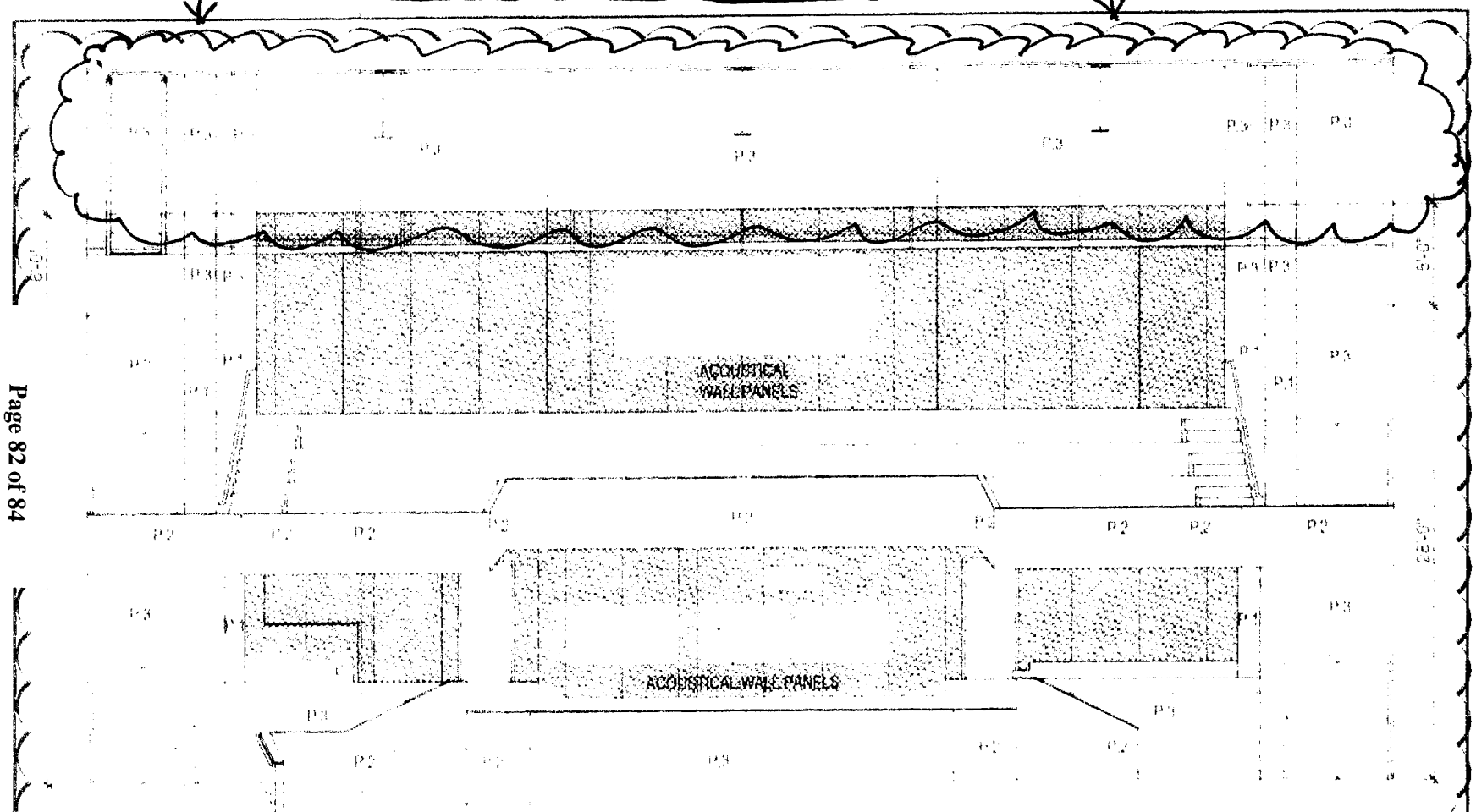
Owner ____ Date ____ Contractor ____ Date ____

SS-pr/P508 400024.0

1 of 4

8163 Rochester Avenue Suite 100 Rancho Cucamonga California 91730 ph 909 987 0909 fax 909 980 9980
www.wlcarchitects.com

2" Surface Wall Insulation deleted in lieu of P3 paint color at back wall.




THEATER HOUSE - SOUTH INTERIOR ELEVATION

P1 Paint Color Equivalent to Dunn Edwards DE6191 Exclusive Ivory LRV 64
P2 Paint Color Equivalent to Dunn Edwards DE6193 Bamboo Screen LRV 39
P3 Paint Color Equivalent to Dunn Edwards DE6070 Chocolate Chunk LRV 10

DSA # 04-110424 FILE NO. 30.9

SOUTHERN CALIFORNIA
8163 Rochester Ave.
Suite 100
Rancho Cucamonga
California 91730-0729
tel 909-987-0909
fax 909-980-9980

WLC Architects, Inc

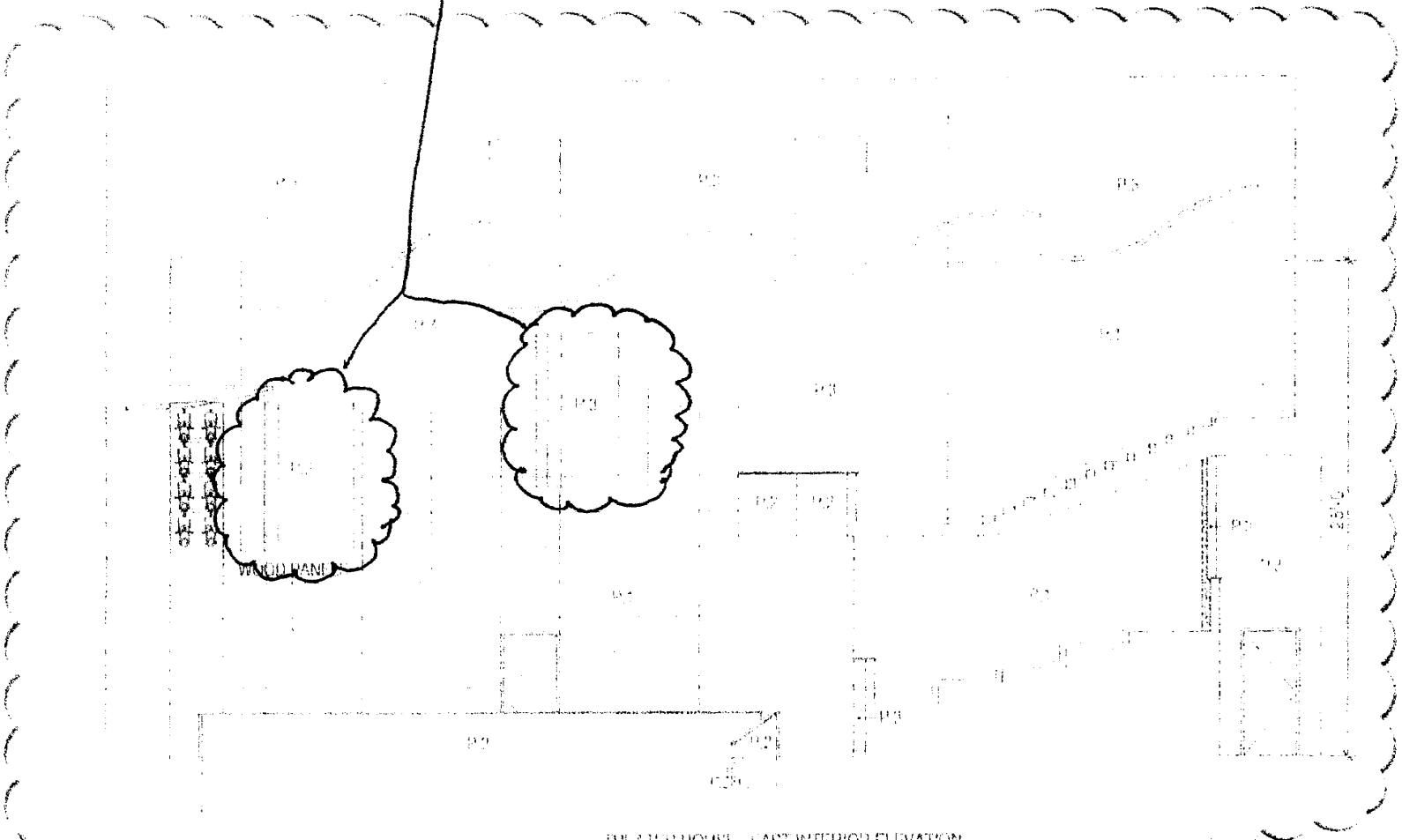
CAPISTRANO VALLEY
PERFORMING ARTS THEATER
MISSION VIEJO, CA

DRAWN: WLC
CHECKED: WLC
DATE: 10.30.12
SCALE: NTS
JOB NO: 0814000

SKA-063A

2 of 4

Delete Fabric Wrapped Panels
Credit to District




THEATER HOUSE - EAST INTERIOR ELEVATION

P1 Paint Color Equivalent to Dunn Edwards DE6191 Exclusive Ivory LRV 64
P2 Paint Color Equivalent to Dunn Edwards DE6193 Bamboo Screen LRV 39
P3 Paint Color Equivalent to Dunn Edwards DE6070 Chocolate Chunk LRV 10

SOUTHERN CALIFORNIA

WLC Architects, Inc.

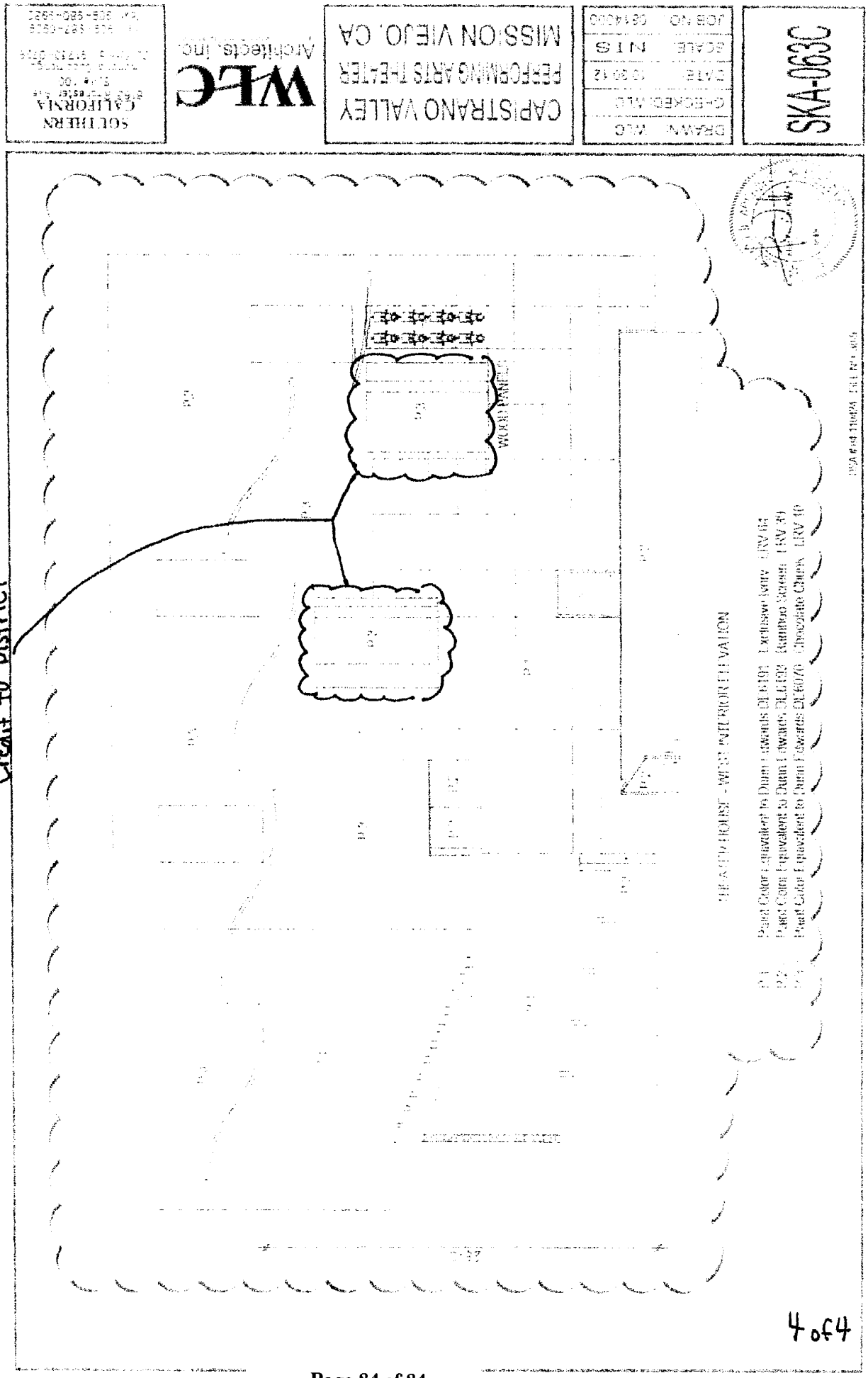
CAPISTRANO VALLEY
PERFORMING ARTS THEATER
MISSION VIEJO, CA

DRAWN WLC
CHECKED WLC
DATE 10.03.12
SCALE NTS
JOB NO 1814000

SKA-063B



3 of 4 397




Delete Fabric Wrapped Panels
Credit to District

398

√ LMcCormick 3-28-13



From: Fred R. Fletcher
The Law Offices of Matthew E. Neale
34188 Pacific Coast Highway
Dana Point, CA 92629

TO: Anna Bryson, Clerk
John M. Alpay, President
Capistrano Unified School District
33122 Valle Road,
San Juan Capistrano, CA 92675

## CLAIM FOR DAMAGES

California Government Code
Section 911.1 Notice.

**PLEASE TAKE NOTICE:** Claimant presents his claim for damages pursuant to Government Code §910 et seq., and in support thereof shows as follows:

1. NAME OF CLAIMANT:

   **Jess Phillip Mayers**

2. ADDRESS OF CLAIMANT:

3. ADDRESS TO WHICH COMMUNICATIONS RE THESE CLAIMS TO BE SENT:

   **Attention Fred R. Fletcher**
   **The Law Offices of Matthew E. Neale**
   **34188 Pacific Coast Highway**
   **Dana Point, CA 92629**

   **Telephone (949) 566-5391 Email: Fletcher@lawyer.com**

4. DATE/DESCRIPTION OF INCIDENT GIVING RISE TO CLAIM:

   **On November 14, 2012, a CC&R Waste Disposal Truck was stolen from the premises of Marco Forster Middle School (hereinafter "Marco Forster") located at 25601 Camino del Avion, San Juan Capistrano, CA 92675. The driver of the stolen CC&R Waste Disposal Truck collided with the vehicle in which claimant Jess Phillip Mayers (hereinafter "Claimant") was situated causing serious bodily injury to Claimant. Agents, representatives, and employees of Marco Forster and the**

**Capistrano Unified School District (hereinafter "District") knew and/or should have known that permitting unauthorized persons to enter the grounds of Marco Forster posed a risk to the surrounding public, and said representatives of the District knew or should have known of past criminal conduct occurring on the premises of Marco Foster. The District and Marco Forster failed to take reasonable measures to secure the premises of Marco Forster thereby proximately causing serious bodily injury to Claimant.**

5. NAME OF EMPLOYEE RESPONSIBLE FOR INJURIES CLAIMED:

**The Principal of Marco Forster Carrie Bertini, the Vice Principals Brad Baker and Jan Cadieux, and the District board members John M. Alpay, Lynn Hatton, Anna Bryson, Ellen M. Addonizio, Amy Hanacek, and Jim Reardon, and employees and security guards of Marco Forster and the District, names unknown.**

6. INJURIES AND DAMAGES:

**Fracture pelvis, torn ACL in knee, head injury, lacerations, disc injuries, hip injury, etc. Claimant's damages exceed $25,000, and this matter will be filed in unlimited jurisdiction if litigation is necessary.**

7. Wherefore, claimant requests damages as described herein.

DATED: March 26, 2013

By_____
Fred R. Fletcher attorney for Claimant Jess Phillip Mayers

400

**AMENDMENT TO AGREEMENT**
**BID NO. 1213-01 PLUMBING SERVICE**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**PACIFIC PLUMBING COMPANY OF SANTA ANA**

Agreement for Bid No. 1213-01 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Agreement for Bid No. 1213-01 shall be amended to $300,000 for additional services as requested by the District.

Except as set forth in this Amendment to Agreement, and Board approved on May 23, 2012, all other terms of the contract remain in full force and effect.

| **DISTRICT** | **CONTRACTOR** |
|---|---|
| **Capistrano Unified School District** | **Pacific Plumbing Company of Santa Ana** |
| By: _____ Signature | By: _____ Signature |
| Terry Fluent | _____ Print Name |
| Director, Purchasing | _____ Title |
| Date: _____ | Date: _____ |

EXHIBIT 32

# XIII. AGREEMENT

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

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

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

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

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

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

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

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

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

(i) Cease operations as directed by DISTRICT in the notice;

(ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and

(iii) Not terminate any insurance provisions required by the Project Documents.

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

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

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

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

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

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

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

(a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;

(b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;

(c) any breach of duty, obligation or requirement under the Project Documents;

(d) any failure to coordinate the work of other contractors;

(e) any failure to provide notice to any party as required under the Project Documents;

(f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or

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

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

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

| | |
|---|---|
| Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than | **$1,000,000.00** |
| and | |
| Subject to the same limit for each person on account of one accident, in an amount not less than | **$1,000,000.00** |
| Property Damage Insurance in an amount not less than | **$1,000,000.00** |
| Course of Construction Insurance without exclusion or limitation in an amount not less than | **$1,000,000.00** |

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

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

Company Name _____

CONTRACT TERM

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

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

Capistrano USD
Plumbing Service
Bid No. 1213-01

Company Name PACIFIC PLUMBING CO. OF SAN

# BID PRICE SHEET

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

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

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

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

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

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

10. Escrow Account: N/A

11. Labor Compliance Program: N/A

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

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

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

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

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Signature

Terry Fluent
Print Name

Director, Purchasing
Title

CONTRACTOR:

By: Adolph Novello
Signature

ADOLPH W. NOVELLO
Print Name

VICE PRESIDENT
Title

266807
Contractor's License No.

95-2675772
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR, if corporation)

**EXTENSION OF AGREEMENT NO. I1011132**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**KEENAN ASSOCIATES**

Consultant Agreement No. I1011132 called for an original 12-month contract period of May 12, 2011 through May 11, 2012.

The contract with Keenan Associates, shall be extended an additional 12 months, for the period May 12, 2013 through May 11, 2014, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on April 24, 2013.

The total amount of services requested by District and provided by Consultant under this extension shall not exceed $18,107. This amount may be increased by mutual written agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on April 11, 2011, all other terms of the contract remain in full force and effect.

| **DISTRICT** | **CONTRACTOR** |
|---|---|
| **Capistrano Unified School District** | **Keenan Associates** |
| By: _____ Signature | By: _____ Signature |
| Terry Fluent | _____ Print Name |
| Director, Purchasing | _____ Title |
| Date: _____ | Date: _____ |

EXHIBIT 33

Exhibit A

Keenan
Associates

901 Calle Amanecer
Suite 200
San Clemente, CA 92673

949 940 1760
949 369-0324 fax
www.keenan.com
License No. 0451271

March 9, 2011

Ms. Terry Fluent
Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92673

Re: Extension of RFQ No. 12-0809- Insurance Broker Services-
Excess Workers' Compensation Insurance

Dear Ms. Fluent:

Thank you for your letter dated February 28, 2011 in which you requested a reduction of costs for the 2011/2012 fiscal year. As you may recall, we reduced our fee 7.5% for the 2010/2011 fiscal year and due to the pending fiscal crisis facing California schools, we agree to further reduce our fee by an additional 10% per year should the District extend the contract for a three year term. This fee represents a 17.5% annual fee reduction from the original awarded contract.

In addition, we will continue to make available our proprietary on-line safety training system, ***Keenan SafeSchools***, which provides K-12 specific regulatory and preventative programs to help the district meet safety requirements and reduce your overall claims costs. More than 125+ courses are available, covering Environmental and Health Awareness, Behavioral Safety, Human Resources, Sexual Harassment, Transportation, Special Education and Food Safety.

Detailed below is our proposed pricing proposal:

| | |
|---|---|
| Current Fee | |
| 2010/2011 | $20,119 |
| Proposed Fee | |
| 2011/2012 | $18,107 |
| 2012/2013 | $18,107 |
| 2013/2014 | $18,107 |

We are agreeable to all terms and conditions in the previous year's contract. Also, at the request of Mr. Bristow, we are in the process of marketing the District's workers compensation excess coverage and look forward to delivering a positive renewal.

**CONTRACTOR'S NAME:** Keenan Associates **CONTRACT No.** I1011132

# INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District,** hereinafter referred to as "DISTRICT", and Keenan Associates hereinafter referred to as "CONTRACTOR".

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

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

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Insurance broker services for excess worker's compensation insurance per RFQ 12-0809.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on May 12, 2011, and will diligently perform as required and complete performance by May 11, 2012.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Eighteen thousand one hundred seven and 00/100..... Dollars ($ 18,107.00 ). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: n/a

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: n/a

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT, and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR'S employees.

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: n/a

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

**8. Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

**9. Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

**10. Hold Harmless:** CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRI CT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

**11. Insurance:** Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

12. **Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

13. **Compliance with Applicable Laws:** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by the AGREEMENT or accruing out of the performance of such services.

14. **Permits/Licenses:** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. **Employment with Public Agency:** CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

**17. Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

**18. Non Waiver:** The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

| **DISTRICT:** | **CONTRACTOR:** |
|---|---|
| Terry Fluent, Director, Purchasing | Keenan Associates |
| Capistrano Unified School District | Greg Trapp |
| 33122 Valle Road | 901 Calle Amanacer, Suite 200 |
| San Juan Capistrano, CA 92675 | San Clemente, CA 92673 |

**20. Severability:** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

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

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

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

a. Exhibit A RFQ No. 12-0809 - Scope of Services

b. Exhibit B Fee Schedule

c. Exhibit C

THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF April, 2011.

Capistrano Unified School District
Name of District

By: T Fluent

Terry Fluent
Typed Name

Director, Purchasing
Title

April 11, 2011
Board Approval Date

Keenan Associates
Contractor Name

Signature:

JOHN STEPHENS
Typed or Printed Name

SENIOR VICE PRESIDENT
Title

95-2798626
Taxpayer Identification Number

7

418

**Scope of Service**

A dedicated account management team will provide Capistrano USD broker services that include, but not limited to, the following:

- Ensure **fiscal stability** of all providers dealing with the District
- Evaluate quotations for the District and ensure providers will be responsive to the District in **Excess Claim reimbursement** requests.
- Exercise **due diligence** and make insurance placement recommendations to the District in accordance with the California Department of Insurance
- **Review contracts**, as requested, to **ensure compliance** with the Workers' Compensation laws in the State of California.

> *"The transition to Keenan has been seamless with outstanding customer service, timely and practical on-site training and new technology focused on employee training district wide."*
> *Scott Buxbaum, Assistant Supt. Bus. South Bay Union SD*

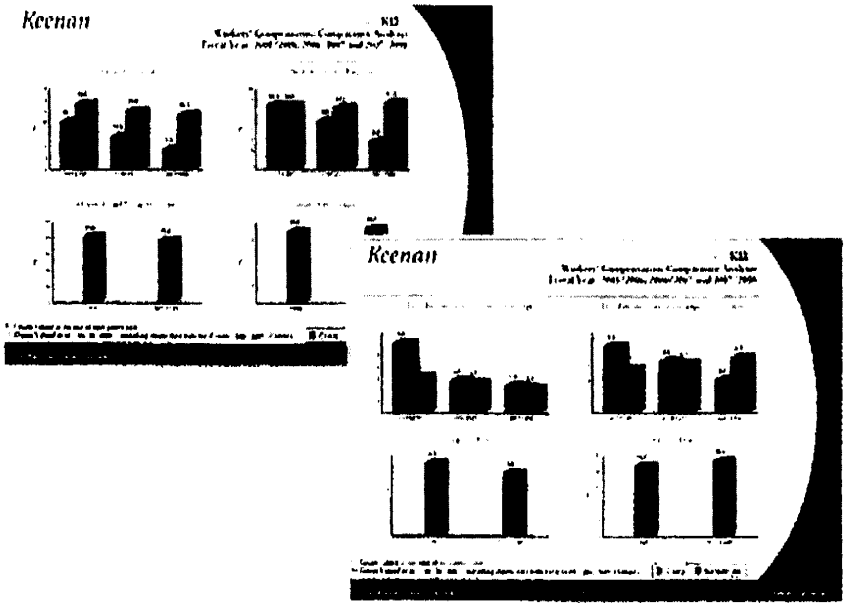
- **Issue binders, certificates of coverage, maintain policies, issue endorsements, respond to all coverage questions, prepare coverage summaries, update coverages and prepare renewal specifications.**
- Proactively provide ongoing **review and analysis** of the District's insurance programs and identification of **risk transfer and risk financing** options.
- Be familiar with the **major exposures** of the District.
- Be familiar with the coverages provided by all relevant insurance policies and documents issued to the District.
- Assure that insurance policies are placed in a **timely manner**, without lapses in coverage periods, with **reputable and financially responsible insurers**.
- Provide service for the insurance policies placed for the District including processing all changes and endorsements and verifying the accuracy of invoices within a reasonable time.
- Provide **early warning** of rate and coverage changes or renewal issues through a process to be mutually agreed to with the District.
- Through a process mutually agreed upon, monitor the District's operations and loss exposures and make any appropriate recommendations for coverage changes or new coverages.
- Be available to answer questions or obtain answers from underwriters for policy coverage questions.
- Meet with District staff and designated representatives as reasonably requested.

## Policy Review

Review policies and other coverage related documents in detail within fourteen (14) days of receipt. Review the documents to check the wording and accuracy of each policy, binder, certificate, endorsement or other document received from insurers. This review will ensure that the intended coverage is provided, and all coverage, terms and conditions, and other wording is complete and accurate and in compliance with financial arrangements and administrative procedures acceptable to the District. Obtain revisions needed to achieve compliance with coverage request.

## Risk Management

As part of our services, Capistrano USD will be assigned a team to help analyze and identify loss trends within the District and to formulate a plan to help reduce losses in any areas identified. Through the analysis provided by a Workers' Compensation Analyst and a Loss Control Consultant, the District will receive a detailed Workers' Compensation Benchmark Report. This report compares the District's Workers' Compensation loss trends to the 600 other school district's throughout the state we handle Workers' Compensation. In addition, the report will identify those areas that are impacting the District's program and overall costs.



Through a comprehensive analysis of this data, the District will be provided with recommendations on how to reduce the frequency, severity and overall Workers' Compensation costs through a Risk Improvement Action Plan.

*Keenan*

Risk Improvement Action Plan

As the insurance expert for schools, we are confident our services and ability to manage Capistrano USD's Workers' Compensation program are unparalled and will help reduce your overall Workers' Compensation program costs.

Keenan
Associates

901 Calle Amanecer
Suite 200
San Clemente, CA 92673

949 940-1760
949 369-0324 fax
www.keenan.com
License No. 0451271

March 9, 2011

Ms. Terry Fluent
Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92673

Re: Extension of RFQ No. 12-0809- Insurance Broker Services-
Excess Workers' Compensation Insurance

Dear Ms. Fluent:

Thank you for your letter dated February 28, 2011 in which you requested a reduction of costs for the 2011/2012 fiscal year. As you may recall, we reduced our fee 7.5% for the 2010/2011 fiscal year and due to the pending fiscal crisis facing California schools, we agree to further reduce our fee by an additional 10% per year should the District extend the contract for a three year term. This fee represents a 17.5% annual fee reduction from the original awarded contract.

In addition, we will continue to make available our proprietary on-line safety training system, ***Keenan SafeSchools***, which provides K-12 specific regulatory and preventative programs to help the district meet safety requirements and reduce your overall claims costs. More than 125+ courses are available, covering Environmental and Health Awareness, Behavioral Safety, Human Resources, Sexual Harassment, Transportation, Special Education and Food Safety.

Detailed below is our proposed pricing proposal:

| | |
|---|---|
| Current Fee | |
| 2010/2011 | $20,119 |
| Proposed Fee | |
| 2011/2012 | $18,107 |
| 2012/2013 | $18,107 |
| 2013/2014 | $18,107 |

We are agreeable to all terms and conditions in the previous year's contract. Also, at the request of Mr. Bristow, we are in the process of marketing the District's workers compensation excess coverage and look forward to delivering a positive renewal.

Keenan
Associates

901 Calle Amanecer
Suite 200
San Clemente, CA 92673

949 940 1760
949 369-0324 fax
www.keenan.com
License No. 0451271

Assuming this proposal is acceptable, please forward an extension to the contract to my attention. Thank you and we look forward to our continued relationship.

Sincerely,

Greg Trapp
Assistant Vice President

Cc: Jeffrey Bristow, Exec. Director II, Risk Mgmt/Comp

**EXTENSION OF AGREEMENT NO. I1011132**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**KEENAN ASSOCIATES**

Consultant Agreement No. I1011132 called for an original 12-month contract period of May 12, 2011 through May 11, 2012.

The contract with Keenan Associates, shall be extended an additional 12 months, for the period May 12, 2012 through May 11, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on April 25, 2012.

The total amount of services requested by District and provided by Consultant under this extension shall not exceed $18,107. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on April 11, 2011, all other terms of the contract remain in full force and effect.

| **DISTRICT** | **CONTRACTOR** |
|---|---|
| **Capistrano Unified School District** | **Keenan Associates** |
| By: _____ Signature | By: _____ Signature |
| Terry Fluent | JOHN STEPHENS<br>Print Name |
| Director, Purchasing | SENIOR VICE PRESIDENT<br>Title |
| Date: 6/14/12 | Date: 5/18/12 |

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EXHIBIT A

Keenan
Associates

901 Calle Amanecer
Suite 200
San Clemente, CA 92673

949 940 1760
949 369-0324 fax
www.keenan.com
License No. 0451271

March 9, 2011

Ms. Terry Fluent
Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92673

Re: Extension of RFQ No. 12-0809- Insurance Broker Services-
Excess Workers' Compensation Insurance

Dear Ms. Fluent:

Thank you for your letter dated February 28, 2011 in which you requested a reduction of costs for the 2011/2012 fiscal year. As you may recall, we reduced our fee 7.5% for the 2010/2011 fiscal year and due to the pending fiscal crisis facing California schools, we agree to further reduce our fee by an additional 10% per year should the District extend the contract for a three year term. This fee represents a 17.5% annual fee reduction from the original awarded contract.

In addition, we will continue to make available our proprietary on-line safety training system, ***Keenan SafeSchools***, which provides K 12 specific regulatory and preventative programs to help the district meet safety requirements and reduce your overall claims costs. More than 125+ courses are available, covering Environmental and Health Awareness, Behavioral Safety, Human Resources, Sexual Harassment, Transportation, Special Education and Food Safety.

Detailed below is our proposed pricing proposal:

| | |
|---|---|
| Current Fee | |
| 2010/2011 | $20,119 |
| Proposed Fee | |
| 2011/2012 | $18,107 |
| 2012/2013 | $18,107 |
| 2013/2014 | $18,107 |

We are agreeable to all terms and conditions in the previous year's contract. Also, at the request of Mr. Bristow, we are in the process of marketing the District's workers compensation excess coverage and look forward to delivering a positive renewal.

**CONTRACTOR'S NAME:** Keenan Associates **CONTRACT No.** I0809215

# INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Keenan Associates hereinafter referred to as "CONTRACTOR".

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

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

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Insurance broker services for excess worker's compensation insurance per RFQ 12-0809.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on May 12, 2009, and will diligently perform as required and complete performance by May 11, 2010.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Twenty one thousand seven hundred fifty and 00/100..... Dollars ($ 21,750.00 ). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: Flat fee for 2009-2010.

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: n/a

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT, and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR'S employees.

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: n/a

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

**10. Hold Harmless:** CONTRACTOR agrees to and does herby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

**11. Insurance:** Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

12. **Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

13. **Compliance with Applicable Laws:** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by the AGREEMENT or accruing out of the performance of such services.

14. **Permits/Licenses:** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. **Employment with Public Agency:** CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

**17. Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

**18. Non Waiver:** The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

| **DISTRICT:** | **CONTRACTOR:** |
|---|---|
| Terry Fluent, Director, Purchasing | Keenan Associates |
| Capistrano Unified School District | Greg Trapp |
| 33122 Valle Road | 901 Calle Amanacer, Suite 200 |
| San Juan Capistrano, CA 92675 | San Clemente, CA 92673 |

**20. Severability:** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

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

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

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

a. Exhibit A Special Terms and Conditions to Agreement-Contract No. n/a.
b. Exhibit B RFQ No. 12-0809
c. Exhibit C

THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF May, 2009.

| | |
|---|---|
| Capistrano Unified School District | Keenan Associates |
| Name of District | Contractor Name |
| By: | By: |
| Terry Fluent | John Stephens |
| Typed Name | Typed Name |
| Director, Purchasing | Senior Vice President |
| Title | Title |
| | 95-2798626 |
| | Taxpayer Identification Number |

**EXTENSION OF AGREEMENT NO. I0809215**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**KEENAN ASSOCIATES**

**RFQ NO. 12-0809 – INSURANCE BROKER SERVICES FOR EXCESS WORKER'S COMPENSATION INSURANCE**

This Request for Proposal (RFQ) called for an original 12-month contract covering the period May 12, 2009 through May 11, 2010, with annual renewals at the option of the Board of Trustees for two additional one-year periods.

The contract with Keenan Associates pursuant to RFQ No. 12-0809, shall be extended, covering the period May 12, 2010 through May 11, 2011, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on May 11, 2009, all other terms of the contract remain in full force and effect.

| **DISTRICT** | **CONSULTANT** |
|---|---|
| **Capistrano Unified School District** | **Keenan Associates** |
| By: _____ Signature | By: _____ Signature |
| Terry Fluent | John Stephens<br>Print Name |
| Director, Purchasing | Senior Vice President<br>Title |
| Date: 5/13/10 | Date: 4/21/10 |

Keenan
Associates

901 Calle Amanecer
Suite 200
San Clemente, CA 92673

949 940-1760
949 369-0324 fax
www.keenan.com
License No. 0451271

March 9, 2010

Ms. Terry Fluent
Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92673

Re: Extension of RFQ No. 12-0809- Insurance Broker Services-
Excess Workers' Compensation Insurance

Dear Ms. Fluent:

Thank you for your letter dated March 1, 2010 wherein you requested we submit reduced costs for our contract for the 2010/2011 fiscal year. At the time of the RFP, we provided a cost proposal which was significantly less than the second lowest bidder and helped to reduce the District's costs. In light of the current fiscal crisis, we are willing to assist by reducing our fee by 7.5%.

2009/20010 Fee - $21,750

Proposed 2010/2011 Fee - $20,119

We are agreeable to all terms and conditions in the previous years contract. At the request of Mr. Bristow, we are in the process of marketing the District's workers compensation excess coverage and look forward to delivering a positive renewal. Once you have drafted an extension to the contract, please forward it to my attention.

We look forward to our continued relationship.

Thank you

Sincerely,

Greg Trapp
Assistant Vice President

Cc: Jeffrey Bristow, Exec. Director II, Risk Mgmt/Comp

RECEIVED
MAR 1 6 2010
PURCHASING

**EXTENSION OF AGREEMENT NO. I1011144**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**D.R. MCNATTY & ASSOCIATES, INCORPORATED**

Consultant Agreement No. I1011144 called for an original 12-month contract period of May 10, 2011 through May 9, 2012.

The contract with D. R. McNatty & Associates, Inc., shall be extended an additional 12 months, for the period May 10, 2013 through May 9, 2014, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on April 24, 2013.

The total amount of services requested by District and provided by Consultant under this extension shall not exceed $3,000. This amount may be increased by mutual written agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on May 9, 2011, all other terms of the contract remain in full force and effect.

| **DISTRICT** | **CONTRACTOR** |
|---|---|
| **Capistrano Unified School District** | **D.R. McNatty & Associates, Inc.** |
| By: _____ Signature | By: _____ Signature |
| Terry Fluent | _____ Print Name |
| Director, Purchasing | _____ Title |
| Date: _____ | Date: _____ |

EXHIBIT 34

DRMcNatty
software • professional services • hosting

# DRMcNatty & Associates, Inc.

## ***Services Rate Sheet – Capo Unified School District***

The following rates will be utilized by DRMcNatty & Associates, Inc. to provide consulting services to Capistrano Unified School District for 2013. DRMcNatty & Associates views these rates for the current year and all subsequent agreements for professional services will use the Standard services rates as applicable in the subsequent year.

| Role | 2012 Rate | 2013 Rate |
|---|---|---|
| Implementation Consulting Services | $170 | $170 |
| Certified Training | $200 | $200 |

Should you have any questions, please feel free to let me know.

Thank You,

Brian Criss
Vice President of Professional Services
DRMcNatty & Associates, Inc.

26300 La Alameda, Suite 260, Mission Viejo, California 92691 d: (877) 367-7990 f: (877) 367-7999

ORACLE Platinum Partner
Specialized
Primavera P6 EPPM
Primavera Contract Management

**CONTRACTOR'S NAME:** D.R. McNatty & Associates, Inc. **CONTRACT No.** I1011144

# INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District,** hereinafter referred to as "DISTRICT", and D.R. McNatty & Associates, Inc. hereinafter referred to as "CONTRACTOR".

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

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

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Implementation support and training for Oracle Primavera contract management software program for public works projects.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on May 10, 2011, and will diligently perform as required and complete performance by May 9, 2012.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars ($ N/A ). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: Exhibit A.

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT, and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR'S employees.

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: None.

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

**8. Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

**9. Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

**10. Hold Harmless:** CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRI CT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

**11. Insurance:** Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

**12. Assignment:** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

**13. Compliance with Applicable Laws:** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by the AGREEMENT or accruing out of the performance of such services.

**14. Permits/Licenses:** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

**15. Employment with Public Agency:** CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

**16. Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

**17. Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

**18. Non Waiver:** The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

| **DISTRICT:** | **CONTRACTOR:** |
|---|---|
| Terry Fluent, Director, Purchasing | D.R. McNatty & Associates, Inc. |
| Capistrano Unified School District | 26300 La Alameda, Suite 260 |
| 33122 Valle Road | Mission Viejo, CA 92691 |
| San Juan Capistrano, CA 92675 | |

**20. Severability:** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

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

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

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

a. Exhibit A Fee Schedule
b. Exhibit B None
c. Exhibit C None

THIS AGREEMENT IS ENTERED INTO THIS 10th DAY OF May, 2011.

Capistrano Unified School District
Name of District

By: [signature]

Terry Fluent
Typed Name

Director, Purchasing
Title

May 9, 2011
Board Approval Date

D.R. McNatty & Associates, Inc.
Contractor Name

Signature: [signature]

Marylinda McNatty
Typed or Printed Name

President
Title

33-0771910
Taxpayer Identification Number

7

## Lawing, Korin C.

**From:** Ben Lee <blee@drmcnatty.com>
**Sent:** Wednesday, April 20, 2011 2:20 PM
**To:** Lawing, Korin C.
**Cc:** Eden, Walt S.; Fluent, Terry; Rowles, Randall L.; Arthur Napurano; Brian Criss
**Subject:** Re: CAPOUSD - Available Implementation Hours

Korin,

Implementation consulting is provided at $175/hour.

Training is provided at $225/hour.

Let us know if you would like us to send you a proposal for followup work as well as the amount of hours you would like to make available. Thank you.

Benjamin Lee | Implementation Consultant | **D. R. McNatty & Associates, Inc.**
Phone: +1 949 367 7993 | Fax: +1 949 367 7999
Technology for Managing Projects since 1989
Oracle-Primavera | Hard Dollar | Synchro | Ecosys
26300 La Alameda | Suite 260 | Mission Viejo, CA 92691
Offices in California and New York
www.drmcnatty.com

----- Original Message -----
From: "Korin C. Lawing" <kclawing@capousd.org>
To: "Ben Lee" <blee@drmcnatty.com>
Cc: "Walt S. Eden" <WSEDEN@capousd.org>, "Terry Fluent" <TFLUENT@capousd.org>, "Randall L. Rowles" <RLROWLES@capousd.org>
Sent: Wednesday, April 20, 2011 2:25:57 PM GMT -08:00 US/Canada Pacific
Subject: RE: CAPOUSD - Available Implementation Hours

Hi Ben,

Please provide me with the hourly cost for additional follow up consulting hours.

*Thank you,*
*Korin*

---

**From:** Ben Lee [mailto:blee@drmcnatty.com]
**Sent:** Wednesday, April 20, 2011 12:56 PM
**To:** Eden, Walt S.; Fluent, Terry; Lawing, Korin C.
**Cc:** Carol Sanchez; Brian Criss
**Subject:** CAPOUSD - Available Implementation Hours

Exhibit A (2 Pages)

Walt,

After the last invoice (through March 31, 2011), CAPOUSD had 7 hours of implementation hours remaining.

Of which, 6 hours have been used in April 2011, leaving a remaining balance of approximately 1 hour.

Let us know if you would like us to send you a proposal for additional followup consulting hours.

Thank you.

Benjamin Lee | Implementation Consultant | **D. R. McNatty & Associates, Inc.**
Phone: +1 949 367 7993 | Fax: +1 949 367 7999
Technology for Managing Projects since 1989
Oracle-Primavera | Hard Dollar | Synchro | Ecosys
26300 La Alameda | Suite 260 | Mission Viejo, CA 92691
Offices in California and New York
www.drmcnatty.com

CAPISTRANO UNIFIED SCHOOL DISTRICT DISCLAIMER:

This communication and any documents, files, or previous e-mail messages attached to it constitute an electronic communication within the scope of the Electronic Communication Privacy Act, 18 USCA 2510. This communication may contain non-public, confidential, or legally privileged information intended for the sole use of the designated recipients(s). The unlawful interception, use, or disclosure of such information is strictly prohibited under 18 USCA 2511 and applicable laws.

**EXTENSION OF AGREEMENT NO. I1011144**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**D.R. MCNATTY & ASSOCIATES, INCORPORATED**

Consultant Agreement No. I1011144 called for an original 12-month contract period of May 10, 2011 through May 9, 2012.

The contract with D. R. McNatty & Associates, Inc., shall be extended an additional 12 months, for the period May 10, 2012 through May 9, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on April 25, 2012.

The total amount of services requested by District and provided by Consultant under this extension shall not exceed $3,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on May 9, 2011, all other terms of the contract remain in full force and effect.

| **DISTRICT** | **CONTRACTOR** |
|---|---|
| **Capistrano Unified School District** | **D.R. McNatty & Associates, Inc.** |
| By: _____ Signature | By: _____ Signature |
| Terry Fluent | Mary Linda McNatty<br>Print Name |
| Director, Purchasing | President<br>Title |
| Date: 4/15/12 | Date: 5/7/12 |

**DRMcNatty & Associates, Inc.**
TECHNOLOGY FOR MANAGING PROJECTS

## DRMcNatty & Associates, Inc.

***Services Rate Sheet – Capo Unified School District***

The following rates will be utilized by DRMcNatty & Associates, Inc. to provide consulting services to Capistrano Unified School District for 2012. The proposed rate reduction is in response to the District's request for reduced rates in light of current economic conditions. DRMcNatty & Associates views these rates as a temporary measure for the current year and all subsequent agreements for professional services will use the Standard services rates as applicable in the subsequent year.

| | | | |
|---|---|---|---|
| Implementation Consulting Services | $175 | $170 | -$5 |
| Certified Training | $225 | $200 | -$25 |

Should you have any questions, please feel free to let me know.

Thank You,

Brian Criss
Vice President of Professional Services
DRMcNatty & Associates, Inc.

26300 La Alameda, Suite 260, Mission Viejo, California 92691 d: (877) 367-7990 f: (877) 367-7999

PRIMAVERA AUTHORIZED REPRESENTATIVE

# BID NO. 1011-14
# GROCERY PRODUCTS

## PRICING SUMMARY

| Vendor | Number of Products Awarded to Vendor | Products at Current Pricing | Products with Decreased Pricing | Products with Slight Price Increase | Items No Longer Available |
|---|---|---|---|---|---|
| A & R Wholesale<br><br>*Campus Foods, Inc. | 33<br><br>17 | 15 | 5 | 25 | 5 |
| Gold Star Foods | 8 | 8 | | | |
| Sysco Los Angeles, Inc. | 24 | 17 | | 6 | 1 |

*Campus Foods, Inc. purchased by A&R Wholesale on March 25, 2013.

EXHIBIT 35

**EXTENSION OF AGREEMENT**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**A & R WHOLESALE DISTRIBUTORS, INCORPORATED**

Bid No. 1011-14 – Grocery Products called for an original 12-month contract period of May 13, 2011 through May 12, 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 A & R Wholesale Distributors, Incorporated pursuant to Bid No. 1011-13, shall be extended for the period May 13, 2013 through May 12, 2014, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on April 24, 2013.

The "not to exceed" amount on Agreement for Bid No. 1011-13 shall be increased to $100,000 annually for additional snack and beverage products as requested by the District.

Except as set forth in this Extension Agreement, and Board approved on May 9, 2011, all other terms of the contract remain in full force and effect.

| DISTRICT | CONTRACTOR |
|---|---|
| **Capistrano Unified School District** | **A & R Wholesale Distributors, Incorporated** |
| By:_____ Signature | By:_____ Signature |
| Terry Fluent _____ | _____ Print Name |
| Director, Purchasing _____ | _____ Title |
| Date: _____ | Date: _____ |

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
PROPOSED 2013-2014 UNIT BID PRICING

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | A & R Wholesale Proposed 2012-2013 Bid Unit Pricing | **A & R Wholesale Proposed 2013-2014 Bid Unit Pricing** |
|---|---|---|---|---|---|---|---|---|---|
| 3. | | Beans, Black, #10 can | Teasdale | | | 6 units per case @ #10 can per unit | Case | $21.55 | **Not Available** |
| 4. | 38180 | Beans, Green, Low Sodium #10 can | Any | | | 6 units per case @ #10 can per unit | Case | $25.85 | **$21.18** |
| 6. | 74161 | Buffalo Wing Sauce | Frank's | | | 4 units per case @ 1 gal per unit | Case | $41.88 | **$43.74** |
| 10. | 48399 | Cereal Bar, Cocoa Kripies Choc. | Kellogg's | | | 96 units per case @ 1.27 oz per unit | Case | $24.04 | **$24.72** |
| 11. | 48396 | Cereal Bar, Rice Krispy Apple | Kelloggs | | | 96 units per case @1.25 oz per unit | Case | $24.04 | **$24.72** |
| 12. | 41902 | Cereal Cheerios Bowl Pack | General Mills | | | 96 units per case @ 1.4 oz per unit | Case | $23.08 | **$23.65** |

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
PROPOSED 2013-2014 UNIT BID PRICING

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | A & R Wholesale Proposed 2012-2013 Bid Unit Pricing | **A & R Wholesale Proposed 2013-2014 Bid Unit Pricing** |
|---|---|---|---|---|---|---|---|---|---|
| 14. | 45861 | Cereal, Frosted Mini Wheat Bites Choc Bowl Pack | Kellogg's | | | 96 units per case @ 1 oz per unit | Case | $21.65 | **$22.88** |
| 15. | 11988 | Cereal, Honey Nut Bulk Pack | General Mills | | | 4 units per case @39 oz per unit | Case | $36.96 | **$39.95** |
| 16. | VH PACKER BRAND | Chili Con Carne | Any | | | 6 units per case @ #10 can per unit | Case | $58.80* | **$57.56*** |
| 17. | 51070 | Cracker, Belly Bear Whole Grain Choc | J & J | | | 200 units per case @ 28 grams per unit | Case | $22.92 | **$22.92** |
| 18. | 86182 | Cracker, Gold Fish | Pepper ridge Farm | | | 300 units per case @ .75 oz per unit | Case | $43.60 | **$44.60** |
| 19. | 18105 | Cracker, Gold Fish, Cheddar Whole Grain | Pepper-ridge Farm | | | 300 units per case @ .75 oz per unit | Case | $46.90 | **$47.90** |

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
PROPOSED 2013-2014 UNIT BID PRICING

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | A & R Wholesale Proposed 2012-2013 Bid Unit Pricing | **A & R Wholesale Proposed 2013-2014 Bid Unit Pricing** |
|---|---|---|---|---|---|---|---|---|---|
| 21. | 39085 | Cracker, Jungle Whole Grain | J & J | | | 200 units per case @ 9 oz. per unit | Case | $22.92 | **$22.92** |
| 22. | 16999 | Cracker, Animal Baked Physedibles, Vanilla | Pepperridge Farm | | | 300 units per case @ .9 oz per unit | Case | $42.50* | **$45.24*** |
| 25. | | Croutons, Whole Grain Individual wrapped bags | Any | | | 250 units per case @.25 oz per unit | Case | No Bid | **NO BID** |
| 26. | 1145 | Dressing, Chipotle Ranch | Ken's | | | 4 units per case @ 1 gal per unit | Case | $46.32* | **$48.18*** |
| 27. | 892 | Dressing, Ranch Buttermilk | | | | 4 units per case @ 1 gal per unit | Case | $29.42 | **$30.62** |
| 30. | 82000 | Dressing, Creamy Caesar | Marzetti | | | 60 units per case @ 1.5 oz per unit | Case | $12.15 | **$12.42** |

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
PROPOSED 2013-2014 UNIT BID PRICING

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | A & R Wholesale Proposed 2012-2013 Bid Unit Pricing | **A & R Wholesale Proposed 2013-2014 Bid Unit Pricing** |
|---|---|---|---|---|---|---|---|---|---|
| 31. | 82553 | Dressing, Raspberry Fat Free Vinaigrette | Marzetti | | | 60 units per case @ 1.5 oz per unit | Case | $10.06* | **$10.19*** |
| 32. | 81975 | Dressing, Italian Fat Free | Marzetti | | | 60 units per case @ 1.5 oz per unit | Case | $8.43* | **$8.58*** |
| 33. | 81978 | Dressing, Ranch Lite | Marzetti | | | 60 units per case @ 1.5 oz per unit | Case | $11.77 | **$11.99** |
| 34. | 81290 | Dressing, Asian Sesame | Marzetti | | | 60 units per case @ 1.5 oz per unit | Case | $12.47* | **$12.47*** |
| 35. | 6357 | Fruit, Canned Applesauce | Any | | | 6 units per case @ #10 can per unit | Case | $22.00* | **$22.96*** |
| 36. | 41275 | Fruit, Canned Apricot Halves | Any | | | 6 units per case @ #10 can per unit | Case | $31.30 | **$31.30** |

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
PROPOSED 2013-2014 UNIT BID PRICING

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | A & R Wholesale Proposed 2012-2013 Bid Unit Pricing | **A & R Wholesale Proposed 2013-2014 Bid Unit Pricing** |
|---|---|---|---|---|---|---|---|---|---|
| 37. | 6316 | Fruit. Canned Mandarin Oranges | Any | | | 6 units per case @ #10 can per unit | Case | $27.44* | **$27.44*** |
| 38. | 6391 | Fruit, Canned Mixed | Any | | | 6 units per case @ #10 can per unit | Case | $27.94* | **$27.94*** |
| 39. | 41271 | Fruit Canned Peaches Sliced | Any | | | 6 units per case @ #10 can per unit | Case | $25.98 | **$28.42** |
| 40. | 41222 | Fruit Canned Pears Sliced | Any | | | 6 units per case @ #10 can per unit | Case | $26.55 | **$24.22** |
| 41. | 41909 | Fruit Canned Pineapple Chunks | Any | | | 6 units per case @ #10 can per unit | Case | $26.69 | **$26.69** |
| 42. | 8395 | Jalapenos | Any | | | 6 units per case @ #10 can per unit | Case | $18.88 | **$18.88** |

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
PROPOSED 2013-2014 UNIT BID PRICING

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | A & R Wholesale Proposed 2012-2013 Bid Unit Pricing | **A & R Wholesale Proposed 2013-2014 Bid Unit Pricing** |
|---|---|---|---|---|---|---|---|---|---|
| 45 | 7621810 | Mayonnaise Lite | | PPI | | 200 units per case @ 12 grams per unit | Case | $7.22 | **$7.42** |
| 47. | 6321 | Olives, Sliced Black | Any | | | 6 units per case @ #10 can per unit | Case | $31.60* | **$31.60*** |
| 48. | 6576 | Pan Coating Aerosol | Any | | | 6 units per case @ 17 oz per unit | Case | $19.05* | **$19.05*** |
| 49. | 3771 | Pasta, Penne Whole Grain | Any | | | 1 unit per case @ 20 lbs | Case | $18.98 | **$18.98** |
| 50. | 3769 | Pasta, Spaghetti Whole Grain | Any | | | 1 unit per case @ 20 lbs | Case | $18.98 | **$18.98** |
| 52. | 6577 | Pickle Spears, Dill | Any | | | 6 unit per case @ #10 can per unit | Case | $20.30* | **No Bid*** |

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
PROPOSED 2013-2014 UNIT BID PRICING

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | A & R Wholesale Proposed 2012-2013 Bid Unit Pricing | **A & R Wholesale Proposed 2013-2014 Bid Unit Pricing** |
|---|---|---|---|---|---|---|---|---|---|
| 53. | 370500 | Pickle Spears, Dill | Any | | | 1 unit per case @ 5 gallons | Case | $20.16 | **$20.16** |
| 54. | 81609 | Pop Tart, Strawberry, Single | Kelloggs | | | 80 units per case @ 1.83 oz per unit | Case | $21.85 | **$22.98** |
| 60. | 42002 | Rice. Long Grain Par Boiled | Any | | | 1 unit per case @ 25 lb Bag | Case | $12.11 | **$12.98** |
| 61. | 20147 | Rice, Brown Whole Grain | Any | | | 1 unit per case @ 1 25 lb Bag | Case | $12.11 | **$14.41** |
| 64. | 6747 | Soy Sauce | Any | | | 500 units per case @ 9 grams per unit | | $9.18* | **No Bid*** |
| 65. | 4010 | Spice, Basil Ground | Any | | | 1 jar @ 24 oz | Jar | $2.65* | **$3.22*** |

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
PROPOSED 2013-2014 UNIT BID PRICING

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | A & R Wholesale Proposed 2012-2013 Bid Unit Pricing | **A & R Wholesale Proposed 2013-2014 Bid Unit Pricing** |
|---|---|---|---|---|---|---|---|---|---|
| 69. | | Spice, Onion Dehydrated | Any | Pacific Spice | | 1 tub @ 15 lbs | Jar | $36.52 | **$37.32** |
| 70. | 1208 | Spice, Pepper Ground | Any | Pacific Spice | | 1 jar @ 5 lbs | Bag | $33.66* | **$33.66*** |
| 71. | 8399 | Spice, Salt Granulated | Any | | | 1 bag @ 25 lbs | Jar | $4.32 | **$4.32** |
| 72. | | Spice, Sesame Seed | Any | | | 1 jar @ 12 oz | Bag | $3.92 | **$4.72** |
| 73. | 704 | Sugar, Granulated | Any | | | 1 bag @ 25 lbs | Case | $18.55* | **$15.24*** |
| 74. | | Sugar Packets | Any | | | 2,000 units per case @ 2.8 oz per unit | Bag | $12.92 | **$12.92** |

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
PROPOSED 2013-2014 UNIT BID PRICING

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | A & R Wholesale Proposed 2012-2013 Bid Unit Pricing | **A & R Wholesale Proposed 2013-2014 Bid Unit Pricing** |
|---|---|---|---|---|---|---|---|---|---|
| 79. | | Hot Sauce | La Tapatio | | | 500 units per case @ 7 grams per unit | Case | $20.19 | **$20.98** |
| 82. | 881902 | Tortilla Chips, Whole Grain Stone Ground Corn Strips Thin (salad toppings) | La Tapatia | | | 1 bag @ 12 lbs | | $13.72* | **No Bid*** |

Items noted with an astrik * are items acquired by A & R Wholesale, Inc. from the purchase of Campus Foods.

CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
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JOSEPH M. FARLEY, ED.D.

March 26, 2013

Sang Kim, Key Account Manager
A & R Wholesale, Inc.
5375 East Hunter Ave.
Anaheim, CA 92807

**Subject:** **Bid No. 1011-14 –Grocery Products**
**Pricing for Campus Foods, acquired by A & R Wholesale, Inc.**
**As of March 25, 2013.**

Hello Sang,

I received A & R's letter today regarding A & R Wholesale, Inc. acquiring Campus Foods. I've attached a copy of the letter for you. I will need the pricing from you for the items that Campus Foods was award on the Grocery Products Bid, Bid No. 1011-14 by 3:30, Wednesday, March 27, 2013. Your current contract for grocery products for the Capistrano Unified School District, as referenced above, will expire on May 12, 2013.

I am so sorry to give you such short notice, but I only learned of your company's acquisition very late yesterday afternoon. I'm now working on a deadline to get the pricing to the board for approval. Your current contract for grocery products for the Capistrano Unified School District, as referenced above, will expire on May 12, 2013.

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 May 13, 2013 through May 12, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend and your proposed pricing for 2013-2014 on the form provided** must be received by March 27, 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) 234-9505.

Sincerely,

Debbie Henningsen, Buyer

CAMPUS FOODS

A&R FOOD DISTRIBUTORS

March 11, 2013

Dear Valued Customers,

A&R Food Distributors and Campus Foods are delighted to offer a strategic alliance and acquisition that will enhance our ability to service your district in the most efficient, communicative, and supportive levels.

As of **March 25, 2013**, Campus Foods' K-12 school division (excluding dairy contracts) will be **acquired by A&R Food Distributors.** Together we are excited about the opportunity this will bring in combining our resources and dedication to your district. A&R's 26 year experience in CA school food service distribution, logistic capabilities, and commodity tracking processes will continue to provide the highest level of service. We believe our combined efforts will offer an opportunity to excel further in your school foodservice distribution needs.

We hope the only changes you notice will be positive and we will be contacting each of you independently in the coming days to provide a detailed update. In the meantime, you can call your customer service representative to obtain more specific information regarding your account(s).

**Your support team** covering all conversion communication and questions will be:

| | |
|---|---|
| Campus Foods: | May Sinclair (626) 330-3479 Ext 112<br>mays@campusfoods.us |
| A&R Food Distributors: | Amanda Boothroyd (714) 777-7742 Ext 114<br>amanda@anrwholesale.com |

**Orders being delivered on or after March 25, 2013** please contact A&R Food Distributors at (714) 777-7742: (714) 777-7085 Fax. E-mail: orderdesk@anrwholesale.com

**Commodity** Balances, Processing, product in stock and Coordination, please contact:

| | |
|---|---|
| Campus Foods: | May Sinclair |
| A&R Food Distributors: | Cynthia Barcelo |

Thank you for your support and understanding,
Respectfully,

Ted DeGroot (Campus Foods)

Jeff Kuriel (A&R Food Distributors)

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CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
PROPOSED 2013 - 2014 UNIT BID PRICING

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | A & R Wholesale 2012-2013 Bid Unit Pricing | A & R Wholesale Proposed 2013-2014 Bid Unit Pricing |
|---|---|---|---|---|---|---|---|---|---|
| 3 | 43452 | Beans, Black, #10 can | Teasdale | | | 6 units per case @ #10 can per unit | Case | $21.55 | N/A |
| 4 | 38180 | Beans, Green, Low Sodium #10 can | Any | CA GIRL | | 6 units per case @ #10 can per unit | Case | $25.85 | $ 21.18 |
| 6 | 74161 | Buffalo Wing Sauce | Frank's | | | 4 units per case @ 1 gal per unit | Case | $41.88 | $ 43.74 |
| 10 | 11922 | Cereal Bar, Cocoa Kripies Choc. | Kellogg's | | | 96 units per case @ 1.27 oz per unit | Case | $24.04 | $24.72 |
| 11 | 48396 | Cereal Bar, Rice Krispy Apple | Kelloggs | | | 96 units per case @1.25 oz per unit | Case | $24.04 | $ 24.72 |
| 12 | 11922 | Cereal Cheerios Multi Grain Bowl | General Mills | | | 96 units per case @ 1. oz per unit | Case | $23.08 | $ 23.65 |
| 14 | 45861 | Cereal, Frosted Mini Wheat Bites Choc Bowl Pack | Kellogg's | | | 96 units per case @ 1 oz per unit | Case | $21.65 | $ 22.88 |
| 15 | 11988 | Cereal, Honey Nut Bulk Pack | General Mills | | | 4 units per case @39 oz per unit | Case | $36.96 | $ 39.95 |
| 17 | 51070 | Cracker, Belly Bear Whole Grain Choc | J & J | | | 200 units per case @ 28 grams per unit | Case | $22.92 | $ 22.92 |
| 18 | 86182 | Cracker, Gold Fish | Pepper ridge Farm | | | 300 units per case @ .75 oz per unit | Case | $43.60 | $44.60 |
| 19 | 18105 | Cracker, Gold Fish, Cheddar Whole Grain | Pepper-ridge Farm | | | 300 units per case @ .75 oz per unit | Case | $46.90 | $47.90 |
| 21 | 39085 | Cracker, Jungle Whole Grain | J & J | | | 200 units per case @ 9 oz. per unit | Case | $22.92 | $ 22.92 |
| 25 | | Croutons, Whole Grain Ind. Wrapped | | | | | | NO BID | N/B |

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
PROPOSED 2013 - 2014 UNIT BID PRICING

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | A & R Wholesale 2012-2013 Bid Unit Pricing | A & R Wholesale Proposed 2013-2014 Bid Unit Pricing |
|---|---|---|---|---|---|---|---|---|---|
| 27 | 892 | Dressing, Ranch Buttermilk | | | | 4 units per case @ 1 gal per unit | Case | $29.42 | $30.62 |
| 30 | 82000 | Dressing, Creamy Caesar | Marzetti | | | 60 units per case @ 1.5 oz per unit | Case | $12.15 | $12.42 |
| 33 | 81978 | Dressing, Ranch Lite | Marzetti | | | 60 units per case @ 1.5 oz per unit | Case | $11.77 | $11.99 |
| 36 | 41275 | Fruit, Canned Apricot Halves | Any | | | 6 units per case @ #10 can per unit | Case | $31.30 | $31.30 |
| 39 | 41271 | Fruit Canned Peaches Sliced | Any | CA GIRL OR JACKPOT | | 6 units per case @ #10 can per unit | Case | $25.98 | $28.42 |
| 40 | 41222 | Fruit Canned Pears Sliced | Any | CA GIRL OR JACKPOT | | 6 units per case @ #10 can per unit | Case | $26.55 | $24.22 |
| 41 | 41909 | Fruit Canned Pineapple Chunks | Any | | | 6 units per case @ #10 can per unit | Case | $26.69 | $26.69 |
| 42 | 8395 | Jalapenos | Any | | | 6 units per case @ #10 can per unit | Case | $18.88 | $18.88 |
| 45 | 7621810 | Mayonnaise Lite | | PPI | | 200 units per case @ 12 grams per | | $7.22 | $7.42 |
| 49 | 3771 | Pasta, Penne Whole Grain | Any | | | 1 unit per case @ 20 lbs | Case | $18.98 | $18.98 |
| 50 | 3769 | Pasta, Spaghetti Whole Grain | Any | | | 1 unit per case @ 20 lbs | Case | $18.98 | $18.98 |
| 53 | 370500 | Pickle Spears, Dill | Any | | | 1 unit per case @ 5 gallons | Case | $20.16 | $20.16 |
| 54 | 81609 | Pop Tart, Strawberry, Single | Kelloggs | | | 80 units per case @ 1.83 oz per unit | Case | $21.85 | $22.98 |
| 60 | 42002 | Rice. Long Grain Par Boiled | Any | | | 1 unit per case @ 25 lb Bag | Case | $12.11 | $12.98 |

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CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
PROPOSED 2013 - 2014 UNIT BID PRICING

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | A & R Wholesale 2012-2013 Bid Unit Pricing | A & R Wholesale Proposed 2013-2014 Bid Unit Pricing |
|---|---|---|---|---|---|---|---|---|---|
| 61 | 20147 | Rice, Brown Whole Grain | Any | | | 1 unit per case @ 1 25 lb Bag | Case | $12.11 | $14.41 |
| 69 | 12054 | Spice, Onion Dehydrated | Any | Pacific Spice | | 5 lb | Tub | $36.52 | $37.32 |
| 71 | 8399 | Spice, Salt Granulated | Any | | | 1 bag @ 25 lbs | Bag | $4.32 | $4.32 |
| 72 | | Spice, Sesame Seed | Any | | | 1 jar @ 12 oz | Jar | $3.92 | $4.72 |
| 74 | | Sugar Packets | Any | | | 2,000 units per case @ 2.8 oz per unit | Case | $12.92 | $12.92 |
| 79 | | Hot Sauce | La Tapatio | | | 500 units per case @ 7 grams per unit | Case | $20.19 | $20.98 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
PROPOSED 2013 - 2014 UNIT BID PRICING

| Line No | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | Campus Foods 2012-2013 Bid Unit Pricing | NOW A&R Foods 2013-2014 Proposed Bid Unit Pricing |
|---|---|---|---|---|---|---|---|---|---|
| 16 | VH PACKER BRAND | Chili Con Carne | Any | | | 6 units per case @ #10 can per unit | Case | $58.80 | 57.56 |
| 23 | [illegible] | Cracker, Animal Baked Physedibles, | Pepper ridge farm | | | 300 units per case @ 9 oz per unit | Case | $42.50 | 45.24 |
| 26 | 1135 | Dressing, Chipotle Ranch | Ken's | | | 4 units per case @ 1 gal per unit | Case | $46.32 | 48.18 |
| 31 | [illegible] | Dressing, Raspberry Fat Free Vinaigrette | Marzetti | | | 60 units per case @ 1.5 oz per unit | Case | $10.06 | 10.19 |
| [illegible] | [illegible] | Dressing, Italian Fat Free | Marzetti | | | 60 units per case @ 1.5 oz per unit | Case | $8.43 | 8.58 |
| 34 | #1290 | Dressing, Asian Sesame | Marzetti | | | 60 units per case @ 1.5 oz per unit | Case | $12.47 | 12.47 |
| 35 | [illegible] | Fruit, Canned Applesauce | Any | | | 6 units per case @ #10 can per unit | Case | $22.00 | 22.96 |
| 37 | 6316 | Fruit, Canned Mandarin | Any | | | 6 units per case @ #10 can per unit | Case | $27.44 | 27.44 |
| 38 | 6391 | Fruit, Canned Mixed | Any | | | 6 units per case @ #10 can per unit | Case | $27.94 | 27.94 |
| 47 | 6321 | Olives, Sliced Black | Any | | | 6 units per case @ #10 can per unit | Case | $31.60 | 31.60 |
| [illegible] | [illegible] | Pan Coating Aerosol | Any | | | 6 units per case @ 1 oz per unit | Case | $19.05 | 19.05 |
| 52 | [illegible] | Pickle Spears, Dill | Any | | | 6 unit per case @ #10 can per unit | Case | $20.30 | NO BID SK |
| 64 | [illegible] | Soy Sauce | Any | | | 500 units per case @ 9 grams per unit | Case | $9.18 | NO BID SK |
| 65 | 4010 | Spice, Basil Ground | Any | | | 1 jar @ 24 oz | Jar | $2.65 | 3.22 |
| 70 | 1408 | Spice, Pepper Ground | Any | Pacific Spice | | 1 jar @ 5 lbs | Jar | $33.66 | 33.66 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
PROPOSED 2013 - 2014 UNIT BID PRICING

A+R

| Line No | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | Campus Foods 2012-2013 Bid Unit Pricing | ~~Campus Foods~~ 2013-2014 Proposed Bid Unit Pricing |
|---|---|---|---|---|---|---|---|---|---|
| 73 | 704 | Sugar, Granulated | Any | | | 1 bag @ 25 lbs | Bag | $18.55 | 15.24 |
| 82 | 881902 | Tortilla Chips, Whole Grain Stone Ground Corn Strips Thin | La Tapatio | | | 1 bag @ 12 lbs | Bag | $13.72 | NO BID SW |

Company Name

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:

Grocery Products

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 1. | | Base, Vegetable Low Sodium | Med Diet | | | 10 cases | 6 units per case @ 16.0 oz per unit | Case | NO BID |
| 2. | | Barbecue Sauce | PPI AMERICANA | | 7267810 | 378 cases | 200 units per case @ 12 grams per unit | Case | 4.42 |
| * 3. | 043452 | Beans, Black, #10 can | Teasdale | | | 65 cases | 6 units per case @ #10 can per unit | Case | 18.22 |
| * 4. | | Beans, Green, Low Sodium #10 can | Any | CALIFORNIA HEALTHY HARVEST (CHH) | 38180 | 54 cases | 6 units per case @ #10 can per unit | Case | 20.29 |

Company Name A&A WHOLESALE DISTRIBUTORS INC

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 5. | | Beans, Refried Vegetarian Dehydrated | Casa Solano | Cock Gork | 82010 | 240 cases | 6 units per case @ 30 oz per unit | Case | 18 74 |
| * 6. | 74161 | Buffalo Wing Sauce | Frank's | | | 4 cases | 4 units per case @ 1 gal per unit | Case | 41 88 |
| 7. | 19437 | Cereal Bar, Cinnamon Toast Crunch | General Mills | | | 761 cases | 96 units per case @ 1.4 oz per unit | Case | 27 48 |
| 8. | 42395 | Cereal Bar, Trix | General Mills | | | 83 cases | 96 units per case @ 1.4 oz per unit | Case | 27 48 |
| 9. | 40478 | Cereal Bar, Fruity Cheerios | General Mills | | | 55 cases | 96 units per case @ 1.4 oz per unit | Case | 27 48 |
| * 10. | 48399 | Cereal Bar, Cocoa Kripies Choc. | Kellogg's | | | 250 cases | 96 units per case @ 1.27 oz per unit | Case | 23 53 |
| * 11. | 48396 | Cereal Bar, Rice Krispy Apple | Kelloggs | | | 260 cases | 96 units per case @ 1.27 oz per unit | Case | 23 53 |
| * 12. | 041902 | Cereal, Cheerios Bowl Pack | General Mills | | | 170 cases | 96 units per case @ 1.4 oz per unit | Case | 22 16 |
| 13. | | Cereal, Tasty O's Bowl Pack | Malt O Meal | | | 170 cases | 96 units per case @ 1.38 oz per unit | Case | NO BID |

A&R WHOLESALE DISTRIBUTORS INC
Company Name

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| * 14. | 45861 | Cereal, Frosted Mini Wheat Bites Choc Bowl Pack | Kellogg's | | | 275 cases | 96 units per case @ 28 grams per unit | Case | 20.93 |
| * 15. | TBD | Cereal, Honey Nut Bulk Pack | General Mills | | | 10 cases | 4 units per case @ 39 oz per unit | Case | 36.96 |
| 16. | | Chili Con Carne | Any | | | 5 cases | 6 units per case @ #10 can per unit | Case | NO BID |
| * 17. | 51070 | Cracker, Belly Bear Whole Grain Choc | J & J | | | 236 cases | 200 units per case @ 28 grams per unit | Case | 26.25 |
| * 18. | 086182 | Cracker, Gold Fish | Pepper ridge Farm | | | 2,401 cases | 300 units per case @ .75 oz per unit | Case | 38.99 |
| * 19. | 18105 | Cracker, Gold Fish, Cheddar Whole Grain | Pepper ridge Farm | | | 50 cases | 300 units per case @ .75 oz per unit | Case | 42.89 |
| 20. | 081008 | Cracker, Graham Honey Rite | Keebler 38406 | | | 150 cases | 200 units per case packed 2 ea per pack | Case | 12.63 |
| * 21. | 39085 | Cracker, Jungle Whole Grain | J & J | | | 288 cases | 200 units per case @ 9 oz. per unit | Case | 19.85 |
| 22. | 16999 | Cracker, Animal Baked Physedibles, Vanilla | Pepper ridge Farm | | | 750 cases | 300 units per case @ .9 oz per unit | Case | 38.09 |

Company Name ARN WHOLESALE DISTRIBUTORS INC

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 23. | 080507 | Cracker, Saltine | Keebler 1008 | | | 49 cases | 500 units per case packed 2 ea per pack | Case | 8.42 |
| 24. | | Croutons, Individual wrapped bags | Any | MARZETTI | 140015 | 46 cases | 250 units per case @.25 oz per unit | Case | 16.72 |
| 25. | | Croutons, Whole Grain Individual wrapped bags | Any | | | 46 cases | 250 units per case @.25 oz per unit | Case | NO BID |
| 26. | | Dressing, Chipotle Ranch | Ken's | | | 14 cases | 4 units per case @ 1 gal per unit | Case | NO BID |
| * 27. | 00892 | Dressing, Ranch Buttermilk | Ken's | RICH IN ALL | | 14 cases | 4 units per case @ 1 gal per unit | Case | 29.42 |
| 28. | | Dressing, Dijon Wasabi Ginger Vinaigrette | Ken's | | | 12 cases | 4 units per case @ 1 gal per unit | Case | NO BID |
| 29. | | Dressing, Ranch Fat Free | Kraft | | | 275 cases | 200 units per case @ 7/16 oz per unit | Case | NO BID |
| * 30. | 82000 | Dressing, Creamy Caesar | Marzetti | | | 175 cases | 60 units per case @ 1.5 oz per unit | Case | 11.14 |
| 31. | 82553 | Dressing, Raspberry Fat Free Vinaigrette | Marzetti | | | 41 cases | 60 units per case @ 1.5 oz per unit | Case | 9.74 |

Company Name ACE WHOLESALE DISTRIBUTORS INC

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 32. | 81975 | Dressing, Italian Fat Free | Marzetti | TP ECONOMY 100/1.5 oz | 051984 | 4 cases | 60 units per case @ 1.5 oz per unit | Case | 7.99 / 11.19 |
| * 33. | 81992 | Dressing, Ranch Lite | Marzetti | | | 214 cases | 60 units per case @ 1.5 oz per unit | Case | 10.72 |
| 34. | 81990 | Dressing, Asian Sesame | Marzetti | | | 22 cases | 60 units per case @ 1.5 oz per unit | Case | 11.27 |
| 35. | | Fruit, Canned Applesauce | Any | INDEPENDENT | 043499 | 48 cases | 6 units per case @ #10 can per unit | Case | 23.14 |
| * 36. | | Fruit, Canned Apricot Halves | Any | CHH | 041278 | 50 cases | 6 units per case @ #10 can per unit | Case | 21.97 |
| 37. | | Fruit. Canned Mandarin Oranges | Any | JACKPOT | 041289 | 3 cases | 6 units per case @ #10 can per unit | Case | 29.89 |
| 38. | | Fruit, Canned Mixed | Any | CHH | 30455 | 25 cases | 6 units per case @ #10 can per unit | Case | 28.38 |
| * 39. | | Fruit Canned Peaches Sliced | Any | CHH | 041271 | 50 cases | 6 units per case @ #10 can per unit | Case | 22.88 |

Company Name ARTWHOLESALE DISTRIBUTORS INC

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| * 40. | | Fruit Canned Pears Sliced | Any | CHH | C41222 | 50 cases | 6 units per case @ #10 can per unit | Case | 22.32 |
| * 41. | | Fruit Canned Pineapple Chunks | Any | JACKPOT | C41989 | 116 cases | 6 units per case @ #10 can per unit | Case | 26.69 |
| * 42. | | Jalapenos | Any | DEL SOL | C8395 | 15 cases | 6 units per case @ #10 can per unit | Case | 17.72 |
| 43. | | Jelly, Grape | Any | | | 172 cases | 6 units per case @ #10 can per unit | Case | NO BID |
| 44. | | Mayonnaise Lite | Any | GARDEN BANNER | CC1040 | 24 cases | 4 units per case @ 1 gal per unit | Case | 22.44 |
| * 45. | | Mayonnaise Lite | Best Foods | PPI AMERICANA | 762180 | 246 cases | 200 units per case @ 12 grams per unit | Case | * 6.82 |
| 46. | 7605390 | Mustard | Americana | | | 132 cases | 500 units per case @ 5.5 grams per unit | Case | 5.12 |

Company Name

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 47. | | Olives, Sliced Black | Any | JACKPOT | 040919 | 6 cases | 6 units per case @ #10 can per unit | Case | 32.22 |
| 48. | | Pan Coating Aerosol | Any | PRIDE | TBD | 6 cases | 6 units per case @ 22 oz per unit | Case | 22.44 |
| * 49. | | Pasta, Penne Whole Grain | Any | BARILLA | 003771 | 133 cases | 1 unit per case @ 20 lbs | Case | 18.98 |
| * 50. | | Pasta, Spaghetti Whole Grain | Any | BARILLA | 003769 | 50 cases | 1 unit per case @ 20 lbs | Case | 18.98 |
| 51. | | Pickle Chips, Dill | Any | HOMADE | 041800 | 13 cases | 4 units per case @ 1 gal per unit | Case | 13.75 |
| 52. | | Pickle Spears, Dill | Any | HOMADE | 370500 | 2 cases | ~~6 units per case @ #10 can per unit~~ 5 GAL | Case | 20.16 |
| * 53. | | Pickle Spears, Dill | Any | HOMADE | 370500 | 2 cases | 1 unit per case @ 5 gallons | Case | 20.16 |
| * 54. | 081609 | Pop Tart, Strawberry, Single | Kelloggs | | | 509 cases | 80 units per case @ 1.83 oz per unit | Case | 21.85 |
| 55. | 081608 | Pop Tart, Blueberry, Single | Kelloggs | | | 78 cases | 80 units per case @ 1.83 oz per unit | Case | 21.85 |

Company Name

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 56. | 08584 | Pop Tart, Brown Sugar | Kelloggs | | | 707 cases | 80 units per case @ 1.76 oz per unit | Case | 21.85 |
| 57. | | Raisins, Box | Any | AZAR | 25510 | 119 cases | 144 units per case @ 1.33 oz per unit | Case | 29.24 |
| 58. | | Relish, Sweet | Any | PPI AMERICANA | 763520 | 8 cases | 200 units per case @ 9 grams per unit | Case | 5.24 |
| 59. | | Relish, Sweet | Any | HOMADE | 040202 | 2 cases | 4 units per case @ 1 gal per unit | Case | 19.34 |
| * 60. | | Rice. Long Grain Par Boiled | Any | PEAK | 042002 | 87 cases | 1 unit per case @ 25 lb Bag | Case | 12.11 |
| * 61. | | Rice, Brown Whole Grain | Any | PEAK | 20147 | 450 cases | 1 unit per case @ 1 25 lb Bag | Case | 12.11 |
| 62. | 041579 | Salsa – Verde | Embasa Verde | | | 15 cases | 6 units per case @ #10 can per unit | Case | 36.85 |
| 63. | 13512 | Soup, Mega Noodle | Campbells | | | 50 cases | 12 units per case @ 50 oz per unit | Case | 37.22 |

Company Name A&E WHOLESALE DISTRIBUTORS INC

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 64. | | Soy Sauce | Any | SOMA HOLLAND | 4743 | 54 cases | 500 units per case @ 9 grams per unit | Case | 9.11 |
| 65. | | Spice, Basil Ground | Any | PACIFIC SPICE | 12052 J | 4 jars | 1 jar @ ~~24~~ oz 12 oz | Jar | 3.24 |
| 66. | | Spice, Chili Powder | Any | | 12053 J | 2 jars | 1 jar @ 5 lbs | Jar | 17.16 |
| 67. | | Spice, Cumin Ground | Any | | 12031 J | 2 jars | 1 jar @ 5 lbs | Jar | 18.82 |
| 68. | | Spice, Garlic Powder | Any | | 12040 J | 24 jars | 1 jar @ 5 lbs | Jar | 18.82 |
| * 69. | | Spice, Onion Dehydrated | Any | | 12054 | 3 tubs | 1 tub @ 15 lbs | Tub | 34.29 |
| 70. | | Spice, Pepper Ground | Any | | 12043 J | 1 jar | 1 jar @ 5 lbs | Jar | 25.28 |
| * 71. | | Spice, Salt Granulated | Any | | 08399 | 3 bags | 1 bag @ 25 lbs | Bag | 4.32 |
| * 72. | | Spice, Sesame Seed | Any | | 12091 J | 38 jars | 1 jar @ ~~12~~ oz 21 oz | Jar | 3.62 |
| 73. | | Sugar, Granulated | Any | C&H | 2252163 | 1 bag | 1 bag @ 25 lbs | Bag | 20.22 |
| * 74. | | Sugar Packets | Any | C&H | 688383 | 2 cases | 2,000 units per case @ 2.8 oz per unit | Case | 12.92 |
| 75. | | Sugar, Brown | Any | C&H | 420283 | 534 bags | 1 bag @ 50 lbs | Bag | 39.42 |

Company Name [illegible]

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 76. | | Sugar, Sweet n Low Packets | Any | SWEET + LOW | 06052 | 2 cases | 1,500 units per case @ 1 gram per unit | Case | 14.22 |
| 77. | | Syrup, Maple | Any | PPI AMERICAN | 763470 | 534 cases | 100 units per case @ 1.5 oz per unit | Case | 6.31 |
| 78. | | Taco Sauce | Any | PPI AMERICAN | 764580 | 367 cases | 500 units per case @ 9 grams per unit | Case | 8.79 |
| * 79. | 00193 | Hot Sauce | La Tapatio | | | 155 cases | 500 units per case @ 7 grams per unit | Case | 19.92 |
| 80. | | Taco Shells, 5" Corn Baked | Any | | | 395 cases | 200 units per case @ 5 inches per unit | Case | NO BID |
| 81. | | Tartar Sauce | Any | PPI AMERICAN | 764350 | 5 cases | 200 units per case @ 9 grams per unit | Case | 6.46 |
| 82. | | Tortilla Chips, ~~Whole Grain Stone Ground~~ Corn Strips Thin (salad toppings) | La Tapatia | SUGAR FOODS | 55651 | 12 bags | 1 bag @ ~~12~~ lbs 10/LB | Bag | 27.92 |

B. It is understood that the DISTRICT reserves the right to reject this bid and this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.

C. Bidder agrees to complete delivery 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. §15) or under the Cartwright Act (Business & Professions Code §16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.

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 RUSSELL ERWIN whose title is KEY ACCOUNT 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:

X 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: X option granted __option not granted
MUTUALLY AGREED EXTENSION
Extension option for a second year: X option granted __option not granted
MUTUALLY AGREED EXTENSION

J. The Bidder attests to having read and understands all documents contained and referenced in this bid.

Company Name_____

K. I, Russell Erwin the KEY ACCOUNT 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: _____

Signed by: _____

Date: _____

Business Address: _____

_____

PARTNERSHIP

Name: _____

Signed by: _____Partner

Date: _____

Business Address: _____

_____

Other Partners: _____

_____

CORPORATION

Name: _____

(a CALIFORNIA Corporation*)

Business Address: _____

WHOLESALE DISTRIBUTORS INC
5875 E. Hunter Ave.
Anaheim, CA 92807

_____

Signed by: _____, President**,
RUSSELL ERWIN

Dated: 4-11-11

Company Name_____

*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

* Vendor awarded items with an astrisk*

Signed by: J Fluent

Print Name: Terry Fluent

Title: Director, Purchasing

Date: 5/24/11

term of this base contract is for one year beginning May 13, 2011 through May 12, 2012
two (2) one-year renewal terms at the option of the Board of Trustees.

**AMENDMENT TO AGREEMENT**

**BID NO. 1011-14 GROCERY PRODUCTS**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**A & R WHOLESALE DISTRIBUTORS, INC.**

Agreement for Bid No. 1011-04 called for grocery products to be provided at the pricing shown in the agreement.

The "not to exceed" amount on Agreement for Bid No. 1011-14 shall be increased to $77,000 annually for additional grocery items as requested by the District.

Except as set forth in this Amendment to Agreement, and Board approved on May 9, 2011, all other terms of the contract remain in full force and effect.

| **DISTRICT** | **CONTRACTOR** |
|---|---|
| **Capistrano Unified School District** | **A & R Wholesale Distributors, Inc.** |
| By: _____ Signature | By: _____ Signature |
| Terry Fluent Print Name | SANG KIM Print Name |
| Director, Purchasing Title | BID COORDINATOR Title |
| Date: 3/28/13 | Date: 3/11/13 |

**EXTENSION OF AGREEMENT**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**A & R WHOLESALE DISTRIBUTORS, INC.**

Bid No. 1011-14 – Grocery Products called for an original 12-month contract period of May 13, 2011 through May 12, 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 A & R Wholesale Distributors, Inc. pursuant to Bid No. 1011-14, shall be extended for the period May 13, 2012 through May 12, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 14, 2012.

The total cost of products requested by District and provided by Vendor under this extension shall not exceed $27,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on May 9, 2011, all other terms of the contract remain in full force and effect.

| DISTRICT | CONTRACTOR |
|---|---|
| **Capistrano Unified School District** | **A & R Wholesale Distributors, Inc.** |
| By: _____ Signature | By: _____ Signature |
| Terry Fluent | Russell Brown |
| | Print Name |
| | KEY ACCOUNT MANAGER |
| Director, Purchasing | |
| | Title |
| Date: 5/24/12 | Date: 5-22-12 |

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CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
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ELLEN M. ADDONIZIO

JACK R. BRICK

ANNA BRYSON

SUE PALAZZO

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

May 16, 2012

Sang Kim, Key Account Manager
A & R Wholesale Distributors, Inc.
5375 East Hunter Avenue
Anaheim, CA 92807

**SUBJECT: Extension of Bid No. 1011-14 – Grocery Products**

Dear Mr. Kim:

At the Board meeting held on May 14, 2012, the Board of Trustees approved the extension of the above referenced bid for an additional 12-month period May 13, 2012 through May 12, 2013.

Enclosed are two original extension agreements between your company and Capistrano Unified School District. Please sign, date, and return both agreements for execution by the District. An original Agreement will then be returned to you for your files.

You are required to maintain current General and Automobile Liability and Worker's Compensation Insurance Certificates during the life of the contract, May 13, 2012 through May 12, 2013, and to file with the District certificates of such insurance.

If you have any questions please call me at (949) 234-9436.

We look forward to our continued relationship. If you have any questions please call me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

TF:dh

Enc.
c: Dawn Davey, Director, Food & Nutritional Services

CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
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ANNA BRYSON
SUE PALAZZO
SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

March 21, 2012

Russell Irwin, Key Account Manager
A & R Wholesale Distributors, Inc.
5375 E. Hunter Ave.
Anaheim, CA. 92807

**Subject: Bid No. 1011-14 –Grocery Products**

Dear Mr. Irwin:

Your current contract for grocery products for the Capistrano Unified School District, as referenced above, will expire on May 12, 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 May 13, 2012 through May 12, 2013. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by April 2, 2012.**

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

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9505.

Sincerely,

Debbie Henningsen

Debbie Henningsen
Buyer, Purchasing

enc.

3/22 Faxed 626-330-0053
3/22 E-mailed
3/22 Mailed Hardcopy

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
BID SUMMARY

| Line No. | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | A & R Wholesale Dist. Inc. | Proposed 2012-2013 Bid Unit Pricing |
|---|---|---|---|---|---|---|---|---|---|
| 3. | Beans, Black, #10 can | Teasdale | Cal Girl | | 65 cases | 6 units per case @ #10 can per unit | Case | $18.22 | $ 21.55 |
| 4. | Beans, Green, Low Sodium #10 can | Any | | | 54 cases | 6 units per case @ #10 can per unit | Case | $20.29 | $ 25.85 |
| 6. | Buffalo Wing Sauce | Frank's | | | 4 cases | 4 units per case @ 1 gal per unit | Case | $41.88 | $ 41.88 |
| 10. | Cereal Bar, Cocoa Kripies Choc. | Kellogg's | | | 250 cases | 96 units per case @ 1.27 oz per unit | Case | $23.53 | $ 24.04 |
| 11. | Cereal Bar, Rice Krispy Apple | Kelloggs | | | 260 cases | 96 units per case @ 1.27 oz per unit | Case | $23.53 | $ 24.04 |
| 12. | Cereal Cheerios Bowl Pack | General Mills | | | 170 cases | 96 units per case @ 1.4 oz per unit | Case | $22.16 | $ 23.08 |
| 14. | Cereal, Frosted Mini Wheat Bites Choc Bowl Pack | Kellogg's | | | 275 cases | 96 units per case @ 28 grams per unit | Case | $20.93 | $ 21.65 |
| 15. | Cereal, Honey Nut Bulk Pack | General Mills | | | 10 cases | 4 units per case @39 oz per unit | Case | $36.96 | $ 36.96 |
| 17. | Cracker, Belly Bear Whole Grain Choc | J & J | | | 236 cases | 200 units per case @ 28 grams per | Case | $26.25 | $ 22.92 |
| 18. | Cracker, Gold Fish | Pepper ridge Farm | | | 2,401 cases | 300 units per case @ .75 oz per unit | Case | $38.99 | $ 43.60 |
| 19. | Cracker, Gold Fish, Cheddar Whole Grain | Pepper ridge Farm | | | 50 cases | 300 units per case @ .75 oz per unit | Case | $42.89 | $ 46.90 |
| 21. | Cracker, Jungle Whole Grain | J & J | | | 288 cases | 200 units per case @ 9 oz. per unit | Case | $19.85 | $ 22.92 |
| 27. | Dressing, Ranch Buttermilk | Ken's | *Rich in All | | 14 cases | 4 units per case @ 1 gal per unit | Case | *$29.42 | $ 29.42 |
| 30. | Dressing, Creamy Caesar | Marzetti | | | 175 cases | 60 units per case @ 1.5 oz per unit | Case | $11.14 | $ 12.15 |
| 33. | Dressing, Ranch Lite | Marzetti | | | 214 cases | 60 units per case @ 1.5 oz per unit | Case | $10.72 | $ 11.77 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
BID SUMMARY

| Line No. | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | A & R Wholesale Dist. Inc. | Proposed 2012-2013 Bid Unit Pricing |
|---|---|---|---|---|---|---|---|---|---|
| 36. | Fruit, Canned Apricot Halves | Any | Kraft | 3716594 | 50 cases | 6 units per case @ #10 can per unit | Case | $21.97 | $31.30 |
| 39. | Fruit Canned Peaches Sliced | Any | | | 50 cases | 6 units per case @ #10 can per unit | Case | $22.88 | $25.98 |
| 40. | Fruit Canned Pears Sliced | Any | | | 50 cases | 6 units per case @ #10 can per unit | Case | $22.32 | $26.55 |
| 41. | Fruit Canned Pineapple Chunks | Any | | | 116 cases | 6 units per case @ #10 can per unit | Case | $26.69 | $26.69 |
| 42. | Jalapenos | Any | | | 15 cases | 6 units per case @ #10 can per unit | Case | $17.72 | $18.88 |
| 45. | Mayonnaise Lite | Best Foods | Best Foods<br>*PPI America na (A & R and Gold Star) | | 246 cases | 200 units per case @ 7/16 oz per unit = 12 grams per spec<br>200 units per case @ 12 grams per unit | Case | *$6.82 | $7.22 |
| 49. | Pasta, Penne Whole Grain | Any | | | 133 cases | 1 unit per case @ 20 lbs | Case | $18.98 | $18.98 |
| 50. | Pasta, Spaghetti Whole Grain | Any | | | 50 cases | 1 unit per case @ 20 lbs | Case | $18.98 | $18.98 |
| 53. | Pickle Spears, Dill | Any | | | 2 cases | 1 unit per case @ 5 gallons | Case | $20.16 | $20.16 |
| 54. | Pop Tart, Strawberry, Single | Kelloggs | | | 509 cases | 80 units per case @ 1.83 oz per unit | Case | $21.85 | $21.85 |
| 60. | Rice, Long Grain Par Boiled | Any | | | 87 cases | 1 unit per case @ 25 lb Bag | Case | $12.11 | $12.11 |
| 61. | Rice, Brown Whole Grain | Any | | | 450 cases | 1 unit per case @ 1 25 lb Bag | Case | $12.11 | $12.11 |
| 71. | Spice, Salt Granulated | Any | | | 3 bags | 1 bag @ 25 lbs | Bag | $4.32 | $4.32 |
| 72. | Spice, Sesame Seed | Any | | | 38 jars | 1 jar @ 12 oz | Jar | $3.62 | $3.92 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
BID SUMMARY

| Line No. | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | A & R Wholesale Dist. Inc. | Proposed 2012-2013 Bid Unit Pricing |
|---|---|---|---|---|---|---|---|---|---|
| 74. | Sugar Packets | Any | | | 2 cases | 2,000 units per case @ 2.8 oz per unit | Case | $12.92 | $12.92 |
| 79. | Hot Sauce | La Tapatio | | | 155 cases | 500 units per case @ 7 grams per unit | Case | $19.92 | $20.19 |

Company Name campus foods

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:

Grocery Products

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 1. | | Base, Vegetable Low Sodium | Med Diet | | | 10 cases | 6 units per case @ 16.0 oz per unit | Case | NB |
| 2. | | Barbecue Sauce | PPI | | | 378 cases | 200 units per case @ 12 grams per unit | Case | 5.03 |
| 3. | | Beans, Black, #10 can | Teasdale | | | 65 cases | 6 units per case @ #10 can per unit | Case | 21.25 |
| 4. | | Beans, Green, Low Sodium #10 can | Any | | | 54 cases | 6 units per case @ #10 can per unit | Case | NB |

Company Name campus foods

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 5. | | Beans, Refried Vegetarian Dehydrated | Casa Solano | Santiago | | 240 cases | 6 units per case @ 30 oz per unit | Case | 25.90 |
| 6. | | Buffalo Wing Sauce | Frank's | | | 4 cases | 4 units per case @ 1 gal per unit | Case | NB |
| 7. | | Cereal Bar, Cinnamon Toast Crunch | General Mills | | | 761 cases | 96 units per case @ 1.4 oz per unit | Case | ~~29.25~~ 27.50 |
| 8. | | Cereal Bar, Trix | General Mills | | | 83 cases | 96 units per case @ 1.4 oz per unit | Case | 27.50 |
| 9. | | Cereal Bar, Fruity Cheerios | General Mills | | | 55 cases | 96 units per case @ 1.4 oz per unit | Case | 27.50 |
| 10. | | Cereal Bar, Cocoa Kripies Choc. | Kellogg's | | | 250 cases | 96 units per case @ 1.27 oz per unit | Case | 27.50 |
| 11. | | Cereal Bar, Rice Krispy Apple | Kelloggs | | | 260 cases | 96 units per case @ 1.27 oz per unit | Case | 27.50 |
| 12. | | Cereal, Cheerios Bowl Pack | General Mills | | | 170 cases | 96 units per case @ 1.4 oz per unit | Case | 23.00 |
| 13. | | Cereal, Tasty O's Bowl Pack | Malt O Meal | | | 170 cases | 96 units per case @ 1.38 oz per unit | Case | 19.00 |

Company Name campus foods

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 14. | | Cereal, Frosted Mini Wheat Bites Choc Bowl Pack | Kellogg's | | | 275 cases | 96 units per case @ 28 grams per unit | Case | 30.05 |
| 15. | | Cereal, Honey Nut Bulk Pack | General Mills | | | 10 cases | 4 units per case @ 39 oz per unit | Case | 39.50 |
| 16. * | | Chili Con Carne | Any | Packer Label | | 5 cases | 6 units per case @ #10 can per unit | Case | 48.90 |
| 17. | | Cracker, Belly Bear Whole Grain Choc | J & J | | | 236 cases | 200 units per case @ 28 grams per unit | Case | 27.40 |
| 18. | | Cracker, Gold Fish | Pepper ridge Farm | | | 2,401 cases | 300 units per case @ .75 oz per unit | Case | 39.00 |
| 19. | 18105 | Cracker, Gold Fish, Cheddar Whole Grain | Pepper ridge Farm | | | 50 cases | 300 units per case @ .75 oz per unit | Case | 44.25 |
| 20. | | Cracker, Graham Honey Rite | Keebler | | | 150 cases | 200 units per case packed 2 ea per pack | Case | 15.35 |
| 21. | | Cracker, Jungle Whole Grain | J & J | | | 288 cases | 200 units per case @ 9 oz. per unit | Case | 20.75 |
| * 22. | 16999 | Cracker, Animal Baked Physedibles, Vanilla | Pepper ridge Farm | | | 750 cases | 300 units per case @ .9 oz per unit | Case | 37.25 |

Company Name campus foods

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 23. | | Cracker, Saltine | Keebler | | | 49 cases | 500 units per case packed 2 ea per pack | Case | 10.20 |
| 24. | | Croutons, Individual wrapped bags | Any | Marzetti | | 46 cases | 250 units per case @.25 oz per unit | Case | 18.75 |
| 25. | | Croutons, Whole Grain Individual wrapped bags | Any | | | 46 cases | 250 units per case @.25 oz per unit | Case | NB |
| * 26. | | Dressing, Chipotle Ranch | Ken's | | | 14 cases | 4 units per case @ 1 gal per unit | Case | 45.00 |
| 27. | | Dressing, Ranch Buttermilk | Ken's | | | 14 cases | 4 units per case @ 1 gal per unit | Case | 39.00 |
| 28. | | Dressing, Dijon Wasabi Ginger Vinaigrette | Ken's | | | 12 cases | 4 units per case @ 1 gal per unit | Case | NB |
| 29. | | Dressing, Ranch Fat Free | Kraft | | | 275 cases | 200 units per case @ 7/16 oz per unit | Case | 18.05 |
| 30. | | Dressing, Creamy Caesar | Marzetti | | | 175 cases | 60 units per case @ 1.5 oz per unit | Case | 11.25 |
| * 31. | | Dressing, Raspberry Fat Free Vinaigrette | Marzetti | | | 41 cases | 60 units per case @ 1.5 oz per unit | Case | 9.20 |

Company Name campus foods

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| * 32. | | Dressing, Italian Fat Free | Marzetti | | | 4 cases | 60 units per case @ 1.5 oz per unit | Case | 7 70 |
| 33. | | Dressing, Ranch Lite | Marzetti | | | 214 cases | 60 units per case @ 1.5 oz per unit | Case | 10 90 |
| * 34. | | Dressing, Asian Sesame | Marzetti | | | 22 cases | 60 units per case @ 1.5 oz per unit | Case | 11 50 |
| * 35. | | Fruit, Canned Applesauce | Any | Cal Girl | | 48 cases | 6 units per case @ #10 can per unit | Case | 22 00 |
| 36. | | Fruit, Canned Apricot Halves | Any | Cal Girl | | 50 cases | 6 units per case @ #10 can per unit | Case | 32 70 |
| * 37. | | Fruit. Canned Mandarin Oranges | Any | Cal Girl | | 3 cases | 6 units per case @ #10 can per unit | Case | 27 20 |
| * 38. | | Fruit, Canned Mixed | Any | Cal Girl | | 25 cases | 6 units per case @ #10 can per unit | Case | 26 60 |
| 39. | | Fruit Canned Peaches Sliced | Any | Cal Girl | | 50 cases | 6 units per case @ #10 can per unit | Case | 24 35 |

Company Name campus foods

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 40. | | Fruit Canned Pears Sliced | Any | Cal Girl | | 50 cases | 6 units per case @ #10 can per unit | Case | 22.50 |
| 41. | | Fruit Canned Pineapple Chunks | Any | Cal Girl | | 116 cases | 6 units per case @ #10 can per unit | Case | 28.30 |
| 42. | | Jalapenos | Any | Pueblito | | 15 cases | 6 units per case @ #10 can per unit | Case | 18.00 |
| 43. | | Jelly, Grape | Any | | | 172 cases | 6 units per case @ #10 can per unit | Case | NB |
| 44. | | Mayonnaise Lite | Any | chefs Pride | | 24 cases | 4 units per case @ 1 gal per unit | Case | 22.70 |
| 45. | | Mayonnaise Lite | Best Foods | | | 246 cases | 200 units per case @ 12 grams per unit | Case | NB |
| 46. | | Mustard | Americana | | | 132 cases | 500 units per case @ 5.5 grams per unit | Case | 5.21 |

Company Name Campus foods

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| * 47. | | Olives, Sliced Black | Any | Cal Girl | | 6 cases | 6 units per case @ #10 can per unit | Case | 31.60 |
| * 48. | | Pan Coating Aerosol | Any | Pride Pan Coating | | 6 cases | 6 units per case @ 22 oz per unit | Case | 21.15 |
| 49. | | Pasta, Penne Whole Grain | Any | Barilla | | 133 cases | 1 unit per case @ 20 lbs | Case | 28.70 |
| 50. | | Pasta, Spaghetti Whole Grain | Any | Barilla | | 50 cases | 1 unit per case @ 20 lbs | Case | 28.70 |
| 51. | | Pickle Chips, Dill | Any | Homade Pickles | | 13 cases | 4 units per case @ 1 gal per unit | Case | 13.85 |
| * 52. | | Pickle Spears, Dill | Any | Homade Pickles | | 2 cases | 6 units per case @ #10 can per unit | Case | 16.99 |
| 53. | | Pickle Spears, Dill | Any | Homade Pickles | | 2 cases | 1 unit per case @ 5 gallons | Case | 20.25 |
| 54. | | Pop Tart, Strawberry, Single | Kelloggs | | | 509 cases | 80 units per case @ 1.83 oz per unit | Case | 22.75 |
| 55. | | Pop Tart, Blueberry, Single | Kelloggs | | | 78 cases | 80 units per case @ 1.83 oz per unit | Case | 22.75 |

Company Name campus foods

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 56. | | Pop Tart, Brown Sugar | Kelloggs | | | 707 cases | 80 units per case @ 1.76 oz per unit | Case | 22 75 |
| 57. | | Raisins, Box | Any | AZAR | | 119 cases | 144 units per case @ 1.33 oz per unit | Case | 30 50 |
| 58. | | Relish, Sweet | Any | Ventura Foods | | 8 cases | 200 units per case @ 9 grams per unit | Case | 5 44 |
| 59. | | Relish, Sweet | Any | Homade Pickles | | 2 cases | 4 units per case @ 1 gal per unit | Case | 19 40 |
| 60. | | Rice. Long Grain Par Boiled | Any | CJF | | 87 cases | 1 unit per case @ 25 lb Bag | Case | 15 50 |
| 61. | | Rice, Brown Whole Grain | Any | | | 450 cases | 1 unit per case @ 1 25 lb Bag | Case | NB |
| 62. | | Salsa – Verde | Embasa Verde | | | 15 cases | 6 units per case @ #10 can per unit | Case | 26 75 |
| 63. | | Soup, Mega Noodle | Campbells | | | 50 cases | 12 units per case @ 50 oz per unit | Case | 42 00 |

Company Name campus foods

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| * 64. | | Soy Sauce | Any | Sona | | 54 cases | 500 units per case @ 9 grams per unit | Case | 9.10 |
| * 65. | | Spice, Basil Ground | Any | P spice | | 4 jars | 1 jar @ 24 oz | Jar | 2.65 |
| 66. | | Spice, Chili Powder | Any | P spice | | 2 jars | 1 jar @ 5 lbs | Jar | 17.15 |
| 67. | | Spice, Cumin Ground | Any | P spice | | 2 jars | 1 jar @ 5 lbs | Jar | 19.70 |
| 68. | | Spice, Garlic Powder | Any | P spice | | 24 jars | 1 jar @ 5 lbs | Jar | 24.50 |
| 69. | | Spice, Onion Dehydrated | Any | P spice | | 3 tubs | 1 tub @ 15 lbs | Tub | 34.50 |
| * 70. | | Spice, Pepper Ground | Any | P Spice | | 1 jar | 1 jar @ 5 lbs | Jar | 23.35 |
| 71. | | Spice, Salt Granulated | Any | Morton | | 3 bags | 1 bag @ 25 lbs | Bag | 4.40 |
| 72. | | Spice, Sesame Seed | Any | P spice | | 38 jars | 1 jar @ 12 oz | Jar | 5.50 |
| * 73. | | Sugar, Granulated | Any | C&H | | 1 bag | 1 bag @ 25 lbs | Bag | 17.25 |
| 74. | | Sugar Packets | Any | C&H | | 2 cases | 2,000 units per case @ 2.8 oz per unit | Case | 17.25 |
| 75. | | Sugar, Brown | Any | C&H | | 534 bags | 1 bag @ 50 lbs | Bag | 38.60 |

Company Name campus foods

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 76. | | Sugar, Sweet n Low Packets | Any | Sweet & Low | | 2 cases | ~~1,500~~ 1,200 units per case @ 1 gram per unit | Case | 19 60 |
| 77. | | Syrup, Maple | Any | Hollens | | 534 cases | 100 units per case @ 1.5 oz per unit | Case | 6 45 |
| 78. | | Taco Sauce | Any | DNS | | 367 cases | 500 units per case @ 9 grams per unit | Case | 8 55 |
| 79. | | Hot Sauce | La Tapatio | | | 155 cases | 500 units per case @ 7 grams per unit | Case | 24 25 |
| 80. | | Taco Shells, 5" Corn Baked | Any | La Tapatia 5.5" | | 395 cases | 200 units per case @ 5 inches per unit | Case | 34 60 |
| 81. | | Tartar Sauce | Any | PPI | | 5 cases | 200 units per case @ 9 grams per unit | Case | 6 50 |
| * 82. | | Tortilla Chips, Whole Grain Stone Ground Corn Strips Thin (salad toppings) | La Tapatia | | | 12 bags | 1 bag @ 12 lbs | Bag | 11 75 |

B. It is understood that the DISTRICT reserves the right to reject this bid and this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.

Company Name campus foods

C. Bidder agrees to complete delivery 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. §15) or under the Cartwright Act (Business & Professions Code §16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.

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 Ernesto De Loa whose title is Operations Mgr 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
(Options Granted only if Mfg prices stay the same)

J. The Bidder attests to having read and understands all documents contained and referenced in this bid.

Company Name campus foods

K. I, Ernesto De Loa the Operations Mgr (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: Campus foods Inc.

Signed by: Ernesto de Loa / Ernesto De Loa

Date: 4-11-11

Business Address: 14120 E. valley Blvd

City of Industry CA 91746

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

_____

Other Partners: _____

_____

CORPORATION

Name: _____

(a _____ Corporation*)

Business Address: _____

_____

Signed by: _____, President**,

Dated: _____

Company Name campus foods

*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

* Vendor awarded items with an astrisk *

Signed by: J Fluent

Print Name: Terry Fluent

Title: Director, Purchasing

Date: 5/25/11

term of this base contract is for one year beginning May 13, 2011 through May 12, 2012 with two (2) one-year renewal terms at the option of the Board of Trustee.

500

**EXTENSION OF AGREEMENT**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**CAMPUS FOODS, INC**

Bid No. 1011-14 – Grocery Products called for an original 12-month contract period of May 13, 2011 through May 12, 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 Campus Foods, Inc. pursuant to Bid No. 1011-14, shall be extended for the period May 13, 2012 through May 12, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 14, 2012.

The total cost of products requested by District and provided by Vendor under this extension shall not exceed $4,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on May 9, 2011, all other terms of the contract remain in full force and effect.

| DISTRICT | CONTRACTOR |
|---|---|
| **Capistrano Unified School District** | **Campus Foods, Inc.** |
| By: T Fluent | By: Ernesto de Loa |
| Signature | Signature |
| Terry Fluent | Ernesto De Loa |
| | Print Name |
| Director, Purchasing | Director of Purchasing |
| | Title |
| Date: 6/1/12 | Date: 5-25-12 |

501

Campus Foods

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
BID SUMMARY

| Line No. | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Campus Foods | Proposed 2012-2013 Bid Unit Pricing |
|---|---|---|---|---|---|---|---|---|---|
| 16. | Chili Con Carne | Any ~~Campbells~~ | Parker | V# 5709 | 5 cases | 6 units per case @ #10 can per unit | Case 6/#10 ~~12/50oz~~ | *$48.90* | ~~$58.80~~ ~~$60.19~~ |
| 22. | Cracker, Animal Baked Physedibles, Vanilla | Pepper ridge Farm | | | 750 cases | 300 units per case @ .9 oz per unit | Case | *$37.25* | $42.50 |
| 26. | Dressing, Chipotle Ranch | Ken's | | V# 1145 | 14 cases | 4 units per case @ 1 gal per unit | Case | *$45.00* | $46.32 |
| 31. | Dressing, Raspberry Fat Free Vinaigrette | Marzetti | NO FF | Mfr 82553 | 41 cases | 60 units per case @ 1.5 oz per unit | Case | *$9.20* | $10.06 |
| 32. | Dressing, Italian Fat Free | Marzetti | | Mfr 81240 $8.75 | 4 cases | 60 units per case @ 1.5 oz per unit | Case | *$7.70* | $8.43 |
| 34. | Dressing, Asian Sesame | Marzetti | | Mfr 81290 | 22 cases | 60 units per case @ 1.5 oz per unit | Case | *$11.50* | $12.47 |
| 35. | Fruit, Canned Applesauce | Any | | V# 6357 | 48 cases | 6 units per case @ #10 can per unit | Case | *$22.00* | $22.00 |
| 37. | Fruit, Canned Mandarin Oranges | Any | | V# 6316 | 3 cases | 6 units per case @ #10 can per unit | Case | *$27.20* | $27.44 |
| 38. | Fruit, Canned Mixed | Any | | V# 6391 | 25 cases | 6 units per case @ #10 can per unit | Case | *$26.60* | $27.94 |
| 47. | Olives, Sliced Black | Any | | V# 6321 | 6 cases | 6 units per case @ #10 can per unit | Case | *$31.60* | $31.60 |
| 48. | Pan Coating Aerosol | Any | | V# 6576 | 6 cases | 6 units per case @ 22 oz per unit 6/17oz | Case | *$21.15* *$0.96/ oz* | $19.05 |
| 52. | Pickle Spears, Dill | Any | | V# 6577 | 2 cases | 6 unit per case @ #10 can per unit | Case | *$16.99* | $20.30 |
| 64. | Soy Sauce | Any | | V# 6747 | 54 cases | 500 units per case @ 9 grams per unit | Case | *$9.100* | $9.18 |
| 65. | Spice, Basil Ground | Any | | V# 4010 | 4 jars | 1 jar @ 24 oz | Jar | *$2.65* | $2.65 |

Campus Foods

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Campus Foods

Campus Foods

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
BID SUMMARY

| Line No. | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Campus Foods | Proposed 2012-2013 Bid Unit Pricing |
|---|---|---|---|---|---|---|---|---|---|
| 70. | Spice, Pepper Ground | Any | Pacific Spice | V# 1208 | 1 jar | 1 jar @ 5 lbs | Jar | *$23.35* | $23.66 |
| 73. | Sugar, Granulated | Any | | V# 0704 | 1 bag | 1 bag @ 25 lbs | Bag | *$17.25* | $18.55 |
| 82. | Tortilla Chips, Whole Grain Stone Ground Corn Strips Thin (salad toppings) | La Tapatia | | V# mfg 881902 | 12 bags - case | 1 bag @ 12 lbs 1 bag case 2 bags | Bag | *$11.75* | $13.72 → 27.44 |

**EXTENSION OF AGREEMENT**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**GOLD STAR FOODS, INCORPORATED**

Bid No. 1011-14 – Grocery Products called for an original 12-month contract period of May 13, 2011 through May 12, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 months as allowed by the California Education Code 17596.

The contract with Gold Star Foods, Inc. pursuant to Bid No. 1011-13, shall be extended for the period May 13, 2013 through May 12, 2014, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on April 24, 2013.

The "not to exceed" amount on Agreement for Bid No. 1011-13 shall be increased to $40,000 annually for additional snack and beverage products as requested by the District.

Except as set forth in this Extension Agreement, and Board approved on May 9, 2011, all other terms of the contract remain in full force and effect.

| DISTRICT | CONTRACTOR |
|---|---|
| **Capistrano Unified School District** | **Gold Star Foods Incorporated** |
| By:_____ Signature | By:_____ Signature |
| Terry Fluent | Print Name |
| | Title |
| Date: | Date: |

504

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
PROPOSED 2013-2014 UNIT BID PRICING

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Gold Star Foods Proposed 2012-2013 Bid Unit Pricing | **Gold Star Foods Proposed 2013-2014 Bid Unit Pricing** |
|---|---|---|---|---|---|---|---|---|
| 13. | 201532 | Cereal, Tasty O's Bowl Pack | Malt O Meal | | | 96 units per case @ .625 oz per unit | $20.59 | **$20.59** |
| 44. | 300174 | Mayonnaise Lite | Any | | | 4 units per case @ 1 gal per unit | $21.28 | **$21.28** |
| 57. | 202545 | Raisins, Box | Any | | | 144 units per case @ 1.33 oz per unit | $28.43 | **$28.43** |
| 66. | 202030 | Spice, Chili Powder | Any | Pacific Spice | | 1 jar @ 5 lbs | $16.31 | **$16.31** |
| 67. | 202036 | Spice, Cumin Ground | Any | Pacific Spice | | 1 jar @ 5 lbs | $19.96 | **$19.96** |
| 68. | 202038 | Spice, Garlic Powder | Any | Pacific Spice | | 1 jar @4.5 lbs | $15.95 | **$15.95** |
| 75. | 202092 | Sugar, Brown | Any | | | 1 bag @ 50 lbs | $38.08 | **$38.08** |
| 76. | 200498 | Sugar, Sweet n Low Packets | Any | | | 1,500 units per case @ 1 gram per unit | $13.71 | **$13.71** |

Exhibit A

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.

February 21, 2013

Tiffany Riad, Bid Specialist
Gold Star Foods, Inc.
2652 Long Beach Avenue
Los Angeles, CA 90058

**Subject: Bid No. 1011-14 –Grocery Products**

Dear Ms. Riad:

Your current contract for grocery products for the Capistrano Unified School District, as referenced above, will expire on May 12, 2013.

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 May 13, 2013 through May 12, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend and your proposed pricing for 2013-2014 on the form provided must be received by March 18, 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) 234-9505.

Sincerely,

Debbie Henningsen

Debbie Henningsen
Buyer, Purchasing

enc.



SERVING THE COMMUNITIES OF:
ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO
RANCHO SANT JUAN CAPISTRANO

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
PROPOSED 2013 - 2014 UNIT BID PRICING

| Line No | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | Gold Star Foods 2012-2013 Bid Unit Price | Gold Star Foods Proposed 2013-2014 Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 13 | 201555 | Cereal, Tasty O's Bowl Pack | Malt-O-Meal | | | 96 units per case @ .625 oz per unit | Case | $20.59 | same |
| 44 | 300173 | Mayonnaise Lite | Any | | | 4 units per case @ 1 gal per unit | Case | $21.28 | |
| 57 | 203545 | Raisins, Box | Any | | | 144 units per case @ 1.33 oz per unit | Case | $28.43 | |
| 66 | 202030 | Spice, Chili Powder | Any | Pacific Spice | | 1 jar @ 5 lbs | Jar | $16.31 | |
| 67 | 202036 | Spice, Cumin Ground | Any | Pacific Spice | | 1 jar @ 5 lbs | Jar | $19.96 | |
| 68 | 202038 | Spice, Garlic Powder | Any | Pacific Spice | | 1 jar @ 1.5 lbs | Jar | $15.95 | |
| 75 | 202002 | Sugar, Brown | Any | | | 1 bag @ 50 lbs | Bag | $38.08 | |
| 76 | 200595 | Sugar, Sweet'n Low Packets | Any | | | 1,500 units per case @ 1 gram per unit | Case converted to each | $13.71 | |

Tiffany Riad
Bid Manager
Gold Star Foods, Inc.

TR 3/14/13

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
Company Name (323) 846-8400 Fax (323) 846-1997

APR 12 2011

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:

Grocery Products

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 1. | | Base, Vegetable Low Sodium | Med Diet | | | 10 cases | 6 units per case @ 16.0 oz per unit | Case | NO BID |
| 2. | 201902 27810 | Barbecue Sauce | PPI | | | 378 cases | 200 units per case @ 12 grams per unit | Case | $5.18 |
| 3. | | Beans, Black, #10 can | Teasdale | | | 65 cases | 6 units per case @ #10 can per unit | Case | NO BID |
| 4. | | Beans, Green, Low Sodium #10 can | Any | | | 54 cases | 6 units per case @ #10 can per unit | Case | NO BID |

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

Company Name

APR 12 2011

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 5. | 202680 71187-11303 | Beans, Refried Vegetarian Dehydrated | Casa Solano | TRINIDAD BENHAM | 71187-11303 | 240 cases | 6 units per case @ 30 oz per unit | Case | $18.77 |
| 6. | 202150 74161 | Buffalo Wing Sauce | Frank's | | | 4 cases | 4 units per case @ 1 gal per unit | Case | $48.72 |
| 7. | 200896 19437 | Cereal Bar, Cinnamon Toast Crunch | General Mills | | | 761 cases | 96 units per case @ 1.4 oz per unit | Case | $27.98 |
| 8. | 200932 42345 | Cereal Bar, Trix | General Mills | | | 83 cases | 96 units per case @ 1.4 oz per unit | Case | $27.98 |
| 9. | 200920 40478 | Cereal Bar, Fruity Cheerios | General Mills | | | 55 cases | 96 units per case @ 1.4 oz per unit | Case | $27.98 |
| 10. | 202548 38000-48399 | Cereal Bar, Cocoa Kripies Choc. | Kellogg's | | | 250 cases | 96 units per case @ 1.27 oz per unit | Case | $25.06 |
| 11. | 202597 38000-48396 | Cereal Bar, Rice Krispy Apple | Kelloggs | | | 260 cases | 96 units per case @ 1.27 oz per unit | Case | $25.06 |
| 12. | 200846 11941 | Cereal, Cheerios Bowl Pack | General Mills | | | 170 cases | 96 units per case @ 1.4 oz per unit | Case | $23.36 |
| * 13. | 201532 394 | Cereal, Tasty O's Bowl Pack | Malt O Meal | | | 170 cases | 96 units per case @ ~~1.38~~ .69 oz per unit | Case | $18.97 |

Company Name GOLD STAR FOODS

APR 12 2011

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 14. | 45861 | Cereal, Frosted Mini Wheat Bites Choc Bowl Pack | Kellogg's | | | 275 cases | 96 units per case @ 28 grams per unit | Case | $22.57 |
| 15. | 200870 11988 | Cereal, Honey Nut Bulk Pack | General Mills | | | 10 cases | 4 units per case @ 39 oz per unit | Case | $38.94 |
| 16. | 200258 02800 | Chili Con Carne | Any | CAMPBELL SOUP CO. | 02800 | 5 cases | 6 units per case @ #10 can per unit | Case | $59.20 |
| 17. | 202732 56070 | Cracker, Belly Bear Whole Grain Choc | J & J | | | 236 cases | 200 units per case @ 28 grams per unit | Case | $30.12 |
| 18. | 200268 14367 | Cracker, Gold Fish | Pepper ridge Farm | | | 2,401 cases | 300 units per case @ .75 oz per unit | Case | $43.17 |
| 19. | 18105 200290 | Cracker, Gold Fish, Cheddar Whole Grain | Pepper ridge Farm | | | 50 cases | 300 units per case @ .75 oz per unit | Case | $46.45 |
| 20. | 201272 30100-38406 | Cracker, Graham Honey Rite | Keebler | | | 150 cases | 200 units per case packed 2 ea per pack | Case | $13.17 |
| 21. | 201100 39080 | Cracker, Jungle Whole Grain | J & J | | | 288 cases | 200 units per case @ ~~9~~ oz. 1 per unit | Case | $22.93 |
| 22. | 16999 200280 | Cracker, Animal Baked Physedibles, Vanilla | Pepper ridge Farm | | | 750 cases | 300 units per case @ .9 oz per unit | Case | $41.37 |

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
Company Name (323) 846-8400 Fax (323) 846-1997

APR 12 201

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 23. | 201156 30100-01008 | Cracker, Saltine | Keebler | | | 49 cases | 500 units per case packed 2 ea per pack | Case | $8.78 |
| 24. | 201994 74470 | Croutons, Individual wrapped bags | Any | | | 46 cases | 250 units per case @.25 oz per unit | Case | $15.94 |
| 25. | | Croutons, Whole Grain Individual wrapped bags | Any | | | 46 cases | 250 units per case @.25 oz per unit | Case | NO BID |
| 26. | 300052 1152 | Dressing, Chipotle Ranch | Ken's | | | 14 cases | 4 units per case @ 1 gal per unit | Case | $45.36 |
| 27. | 300154 SR394 | Dressing, Ranch Buttermilk | Ken's | | | 14 cases | 4 units per case @ 1 gal per unit | Case | $39.50 |
| 28. | | Dressing, Dijon Wasabi Ginger Vinaigrette | Ken's | | | 12 cases | 4 units per case @ 1 gal per unit | Case | NO BID |
| 29. | 202616 64962 | Dressing, Ranch Fat Free | Kraft | | | 275 cases | 200 units per case @ 7/16 oz per unit | Case | $18.21 |
| 30. | 201614 82000 | Dressing, Creamy Caesar | Marzetti | | | 175 cases | 60 units per case @ 1.5 oz per unit | Case | $11.54 |
| 31. | 201616 82553 | Dressing, Raspberry Fat Free Vinaigrette | Marzetti | | | 41 cases | 60 units per case @ 1.5 oz per unit | Case | $9.40 |

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-3400 Fax (323) 846-1997

Company Name

APR 12 2011

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 32. | 201604 81975 | Dressing, Italian Fat Free | Marzetti | | | 4 cases | 60 units per case @ 1.5 oz per unit | Case | $7.95 |
| 33. | 201606 81978 | Dressing, Ranch Lite | Marzetti | | | 214 cases | 60 units per case @ 1.5 oz per unit | Case | $11.09 |
| 34. | 201602 81290 | Dressing, Asian Sesame | Marzetti | | | 22 cases | 60 units per case @ 1.5 oz per unit | Case | $11.64 |
| 35. | | Fruit, Canned Applesauce | Any | | | 48 cases | 6 units per case @ #10 can per unit | Case | NO BID |
| 36. | | Fruit, Canned Apricot Halves | Any | | | 50 cases | 6 units per case @ #10 can per unit | Case | NO BID |
| 37. | 202176 64040 | Fruit. Canned Mandarin Oranges | Any | AMERICAN ROLAND | 64040 | 3 cases | 6 units per case @ #10 can per unit | Case | $34.56 |
| 38. | | Fruit, Canned Mixed | Any | | | 25 cases | 6 units per case @ #10 can per unit | Case | NO BID |
| 39. | | Fruit Canned Peaches Sliced | Any | | | 50 cases | 6 units per case @ #10 can per unit | Case | NO BID |

Company Name GOLD STAR FOODS
P.O. Box 58115, Vernon, CA 90058-0115
(323) 846-3400 Fax (323) 846-1937
APR 12 2011

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 40. | | Fruit Canned Pears Sliced | Any | | | 50 cases | 6 units per case @ #10 can per unit | Case | NO BID |
| 41. | | Fruit Canned Pineapple Chunks | Any | | | 116 cases | 6 units per case @ #10 can per unit | Case | NO BID |
| 42. | 202630 00145 | Jalapenos | Any | DOT FOODS | 00145/ 473969 | 15 cases | 6 units per case @ #10 can per unit | Case | $25.45 |
| 43. | 201422 139 | Jelly, Grape | Any | LYONS MAGNUS | 139 | 172 cases | 6 units per case @ #10 can per unit | Case | $44.26 |
| * 44. | 300174 77191 | Mayonnaise Lite | Any | VENTURA FOODS | 77191 | 24 cases | 4 units per case @ 1 gal per unit | Case | $19.05 |
| 45. | 201894 21810 | Mayonnaise Lite | Best Foods | PORTION PAC | 21810 | 246 cases | 200 units per case @ 12 grams per unit | Case | $8.37 |
| 46. | 201872 5390 | Mustard | Americana | PORTION PAC | 5390 | 132 cases | 500 units per case @ 5.5 grams per unit | Case | $5.88 |

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
Company Name (323) 846-8400 Fax (323) 846-1997

APR 12 2011

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 47. | | Olives, Sliced Black | Any | | | 6 cases | 6 units per case @ #10 can per unit | Case | NO BID |
| 48. | 200110 56240 | Pan Coating Aerosol | Any | BUTTER BUDS | 56240 | 6 cases | 6 units per case @ 22 dz per unit | Case | $19.61 |
| 49. | 200220 1446 | Pasta, Penne Whole Grain | Any | BARILLA PASTA | 1446 | 133 cases | 1 unit per case @ 20 lbs | Case | $28.36 |
| 50. | 200218 1444 | Pasta, Spaghetti Whole Grain | Any | BARILLA PASTA | 1444 | 50 cases | 1 unit per case @ 20 lbs | Case | $28.36 |
| 51. | 300040 1501 | Pickle Chips, Dill | Any | HOMADE PICKLE SALES | 1501 | 13 cases | 4 units per case @ 1 gal per unit | Case | $15.37 |
| 52. | | Pickle Spears, Dill | Any | | | 2 cases | 6 units per case @ #10 can per unit | Case | NO BID |
| 53. | 300046 3705 | Pickle Spears, Dill | Any | HOMADE PICKLE SALES | 3705 | 2 cases | 1 unit per case @ 5 gallons | Case | $21.49 |
| 54. | 201144 35000-00500 | Pop Tart, Strawberry, Single | Kelloggs | | | 509 cases | 80 units per case @ 1.83 oz per unit | Case | $22.82 |
| 55. | 201142 35000-00499 | Pop Tart, Blueberry, Single | Kelloggs | | | 78 cases | 80 units per case @ 1.83 oz per unit | Case | $22.82 |

GOLD STAR FOODS
P.O. Box 5706, Vernon, CA 90058-0706
Company Name (323) 846-6600 Fax (323) 846-1997

APR 12 2011

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 56. | 201202 38000-08584 | Pop Tart, Brown Sugar | Kelloggs | | | 707 cases | 80 units per case @ 1.76 oz per unit | Case | $22.82 |
| * 57. | 202545 10108855 | Raisins, Box | Any | BOGHOSIAN RAISIN PACKING CO. | 10108855 | 119 cases | 144 units per case @ 1.33 oz per unit | Case | $23.53 |
| 58. | 201908 39520 | Relish, Sweet | Any | PORTION PAC | 39520 | 8 cases | 200 units per case @ 9 grams per unit | Case | $8.03 |
| 59. | 300044 1601 | Relish, Sweet | Any | HOMADE PICKLE SALES | 1601 | 2 cases | 4 units per case @ 1 gal per unit | Case | $20.82 |
| 60. | 113198 189664530 | Rice. Long Grain Par Boiled | Any | TRINIDAD BENHAM | 189664530 | 87 cases | 1 unit per case @ 25 lb Bag | Case | $13.48 |
| 61. | 101934 R2PX 25570 | Rice, Brown Whole Grain | Any | PRODUCERS RICE MILL | R2PX 25570 | 450 cases | 1 unit per case @ 1 25 lb Bag | Case | $13.43 |
| 62. | 202811 75386 04992 | Salsa – Verde | Embasa Verde | | | 15 cases | 6 units per case @ #10 can per unit | Case | $38.00 |
| 63. | 200266 13512 | Soup, Mega Noodle | Campbells | | | 50 cases | 12 units per case @ 50 oz per unit | Case | $41.25 |

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
Company Name (323) 846-3400 Fax (323) 846-1997

APR 12 2011

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 64. | 201906 7336580 | Soy Sauce | Any | PORTION PAC | 7336580 | 54 cases | 500 units per case @ 9 grams per unit | Case | $11.71 |
| 65. | 202026 BSI12I | Spice, Basil Ground | Any | PACIFIC SPICE | BSI12I | 4 jars | 1 jar @ ~~24~~ 6 oz | Jar | $2.73 |
| * 66. | 202030 CHILPWD 6I | Spice, Chili Powder | Any | PACIFIC SPICE | CHILPWD 6I | 2 jars | 1 jar @ 5 lbs | Jar | $16.31 |
| * 67. | 202036 CUMG6I | Spice, Cumin Ground | Any | PACIFIC SPICE | CUMG6I | 2 jars | 1 jar @ 5 lbs | Jar | $17.96 |
| * 68. | 202078 IGPCHIN12I | Spice, Garlic Powder | Any | PACIFIC SPICE | IGPCHIN 12I | 24 jars | 1 jar @ 5 lbs | Jar | $17.72 |
| 69. | 202002 20C15 | Spice, Onion Dehydrated | Any | PACIFIC SPICE | 20C15 | 3 tubs | 1 tub @ 15 lbs | Tub | $3.02 = $45 per lb per Sean |
| 70. | 202016 PEPBG6I | Spice, Pepper Ground | Any | PACIFIC SPICE | PEPBG6I | 1 jar | 1 jar @ 5 lbs | Jar | $24.48 |
| 71. | 200560 118160 | Spice, Salt Granulated | Any | PEARSON SALES CO. | 118160 | 3 bags | 1 bag @ 25 lbs | Bag | $14.96 |
| 72. | 202041 SESH12I | Spice, Sesame Seed | Any | PACIFIC SPICE | SESH12I | 38 jars | 1 jar @ 12 oz | Jar | $14.02 |
| 73. | 202082 SAM-25/ SLH-25 | Sugar, Granulated | Any | PEARSON SALES CO. | SAM-25/ SLH-25 | 1 bag | 1 bag @ 25 lbs | Bag | $21.08 |
| 74. | 200506 23510/ 165441 | Sugar Packets | Any | DIAMOND CRYSTAL | 23510/ 165441 | 2 cases | 2,000 units per case @ 2.8 oz per unit | Case | $11.70 |
| * 75. | 202092 SAM-025 | Sugar, Brown | Any | PEARSON SALES CO. | SAM-025 | 534 bags | 1 bag @ 50 lbs | Bag | $37.60 |

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
Company Name (323) 846-8400 Fax (323) 846-1997

APR 12 2011

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| * 76. | 200498 11614 | Sugar, Sweet n Low Packets | Any | DIAMOND CRYSTAL | 11614 | 2 cases | 1,500 units per case @ 1 gram per unit | Case | $12.92 |
| 77. | 201880 13970 | Syrup, Maple | Any | PORTION PAC | 13970 | 534 cases | 100 units per case @ 1.5 oz per unit | Case | $7.93 |
| 78. | 201912 41580 | Taco Sauce | Any | PORTION PAC | 41580 | 367 cases | 500 units per case @ 9 grams per unit | Case | $9.74 |
| 79. | 202268 193 | Hot Sauce | La Tapatio | | | 155 cases | 500 units per case @ 7 grams per unit | Case | $21.26 |
| 80. | 100312 21104 | Taco Shells, 5" Corn Baked | Any | CUAUHTEMOC | 21104 | 395 cases | 200 units per case @ 5 inches per unit | Case | $12.95 |
| 81. | 201916 43570 | Tartar Sauce | Any | PORTION PAC | 43570 | 5 cases | 200 units per case @ 9 grams per unit | Case | $6.36 |
| 82. | | Tortilla Chips, Whole Grain Stone Ground Corn Strips Thin (salad toppings) | La Tapatia | | | 12 bags | 1 bag @ 12 lbs | Bag | NO BID |

B. It is understood that the DISTRICT reserves the right to reject this bid and this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
Company Name (323) 846-8400 Fax (323) 846-1997

APR 12 2011

C. Bidder agrees to complete delivery 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. §15) or under the Cartwright Act (Business & Professions Code §16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.

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 Tiffany Riad whose title is Bid Specialist 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.

Company Name GOLD STAR FOODS P.O. Box 58105, Vernon, CA 90058-0105 (323) 846-8400 Fax (323) 846-1997

APR 12 2011

K. I, Tiffany Riad the Bid Specialist (title) of the Bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this bid and all the representations herein made are true and correct.

COMPANY

Name: Tiffany Riad - Gold Star Foods

Signed by: [signature]

Date: 4/12/11

Business Address: GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

_____

Other Partners: _____

_____

CORPORATION

Name: Gold Star Foods, Inc

(a Delaware Corporation*)

Business Address: 2052 Long Beach Ave.
Los Angeles, CA 90058

Signed by: [signature], President**,

Dated: 4/11/11

GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

Company Name_____

*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

* Vendor awarded items with an astrisk *

Signed by: J Street

Print Name: Terry Fluent

Title: Director, Purchasing

Date: 5/24/11

The term of this base contract is for one year beginning May 13, 2011 throughMay 12, 2012 with (2) one-year renewal terms at the option of the Board of Trustees.

**EXTENSION OF AGREEMENT**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**GOLD STAR FOODS, INC.**

Bid No. 1011-14 – Grocery Products called for an original 12-month contract period of May 13, 2011 through May 12, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 months as allowed by the California Education Code 17596.

The contract with Gold Star Foods, Inc. pursuant to Bid No. 1011-14, shall be extended for the period May 13, 2012 through May 12, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 14, 2012.

The total cost of products requested by District and provided by Vendor under this extension shall not exceed $31,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on May 9, 2011, all other terms of the contract remain in full force and effect.

| DISTRICT | CONTRACTOR |
|---|---|
| **Capistrano Unified School District** | **Gold Star Foods, Inc.** |
| By: _____ Signature | By: _____ Signature |
| Terry Fluent | Tiffany Rlad<br>Bid Manager<br>Gold Star Foods, Inc. |
| Director, Purchasing | Title |
| Date: 6/7/12 | Date: 6/1/12 |

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Gold Star Foods

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
BID SUMMARY

| Line No. | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Gold Star Foods | Proposed 2012-2013 Bid Unit Pricing |
|---|---|---|---|---|---|---|---|---|---|
| 13. | Cereal, Tasty O's Bowl Pack ✓ 201532 | Malt O Meal | | | 170 cases | 96 units per case @ 1.38 oz per unit | Case | *$18.97* | 20.59 |
| 44. | Mayonnaise Lite 300174 | Any | | | 24 cases | 4 units per case @ 1 gal per unit | Case | *$19.05* | 21.28 |
| 57. | Raisins, Box ✓ 202545 | Any | | | 119 cases | 144 units per case @ 1.33 oz per unit | Case | *$23.53* | 28.43 |
| 66. | Spice, Chili Powder ✓ 202036 | Any | Pacific Spice | | 2 jars | 1 jar @ 5 lbs | Jar | *$16.31* | 16.31 |
| 67. | Spice, Cumin Ground ✓ 202036 | Any | Pacific Spice | | 2 jars | 1 jar @ 5 lbs | Jar | *$17.96* | 19.96 |
| 68. | Spice, Garlic Powder ✓ 202038 | Any | Pacific Spice | | 24 jars | ~~1 jar @ 5 lbs~~ 4.5lb | Jar | *$17.72* | 15.95 |
| 75. | Sugar, Brown ✓ 202092 | Any | | | 534 bags | 1 bag @ 50 lbs | Bag | *$37.60* | 38.08 |
| 76. | Sugar, Sweet n Low Packets 200498 | Any | | | 2 cases | 1,500 units per case @ 1 gram per unit | Case converted to each | *$12.92* *$0.00861* | 13.71 |

Tiffany Riad
Bid Manager
Gold Star Foods, Inc.

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

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CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
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SUE PALAZZO

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

March 21, 2012

Sean Leer, Vice President Sales
Gold Star Foods
2652 Long Beach Ave.
Los Angeles, CA 90058-1300

**Subject: Bid No. 1011-14 –Grocery Products**

Dear Mr. Leer:

Your current contract for grocery products for the Capistrano Unified School District, as referenced above, will expire on May 12, 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 May 13, 2012 through May 12, 2013. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by April 2, 2012.**

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

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9505.

Sincerely,

Debbie Henningsen

Debbie Henningsen
Buyer, Purchasing

enc.

Faxed 626-330-0053
3/22 E-mailed
3/22 Mailed Hard copy

**EXTENSION OF AGREEMENT**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**SYSCO LOS ANGELES, INCORPORATED**

Bid No. 1011-14 – Grocery Products called for an original 12-month contract period of May 13, 2011 through May 12, 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 Sysco Los Angeles, Inc., Inc. pursuant to Bid No. 1011-13, shall be extended for the period May 13, 2013 through May 12, 2014, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on April 24, 2013.

The "not to exceed" amount on Agreement for Bid No. 1011-13 shall be increased to $50,000 annually for additional snack and beverage products as requested by the District.

Except as set forth in this Extension Agreement, and Board approved on May 9, 2011, all other terms of the contract remain in full force and effect.

| DISTRICT | CONTRACTOR |
|---|---|
| **Capistrano Unified School District** | **Sysco Los Angeles, Incorporated** |
| By:_____ Signature | By:_____ Signature |
| Terry Fluent_____ | _____ Print Name |
| Director, Purchasing_____ | _____ Title |
| Date:_____ | Date: _____ |

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CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
PROPOSED 2013-2014 UNIT BID PRICING

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | Sysco LA Proposed 2012-2013 Bid Unit Pricing | **Sysco LA Proposed 2013-2014 Bid Unit Pricing** |
|---|---|---|---|---|---|---|---|---|---|
| 1. | 8302012 | Base, Vegetable Low Sodium | Med Diet | | | 6 units per case @ 16.0 oz per unit | Case | $42.94 | **$42.94** |
| 2. | 7748718 | Barbecue Sauce | PPI | Americana | 7267810 | 200 units per case @ 12 grams per unit | Case | $4.15 | **$4.33** |
| 5. | 7404619 | Beans, Refried Vegetarian Dehydrated | Casa Solano | Cook Quick | 82010 | 6 units per case @ 30 oz per unit | Case | $20.70 | **$20.70** |
| 7. | 5124641 | Cereal Bar, Cinnamon Toast Crunch | General Mills | | | 96 units per case @ 1.4 oz per unit | Case | $26.56 | **$26.56** |
| 8. | 7447840 | Cereal Bar, Trix | General Mills | | | 96 units per case @ 1.4 oz per unit | Case | $26.56 | **$26.56** |
| 9. | 7447154 | Cereal Bar, Fruity Cheerios | General Mills | | | 96 units per case @ 1.4 oz per unit | Case | $26.56 | **$26.56** |
| 20. | 5278718 | Cracker, Graham Honey Rite | Keebler | | | 200 units per case packed 2 ea per pack | Case | $12.50 | **$12.50** |





Exhibit A

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
PROPOSED 2013-2014 UNIT BID PRICING

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | Sysco LA Proposed 2012-2013 Bid Unit Pricing | **Sysco LA Proposed 2013-2014 Bid Unit Pricing** |
|---|---|---|---|---|---|---|---|---|---|
| 23. | 4008538 | Cracker, Saltine | Keebler | | | 500 units per case packed 2 ea per pack | Case | $8.33 | **$8.33** |
| 24. | 7762299 | Croutons, Individual wrapped bags | Any | | | 250 units per case @.25 oz per unit | Case | $15.80 | **$15.80** |
| 29. | 3727526 | Dressing, Ranch Fat Free | Kraft | | | 200 units per case @ 7/16 oz per unit | Case | $18.83 | **$20.92** |
| 43. | 4184461 | Jelly, Grape | Any | | | 6 units per case @ #10 can per unit | Case | $52.21 | **$52.21** |
| 46. | 2965424 | Mustard | PPI Americana | | | 500 units per case @ 5.5 grams per unit | Case | $4.90 | **$5.21** |
| 51. | 4349452 | Pickle Chips, Dill | Any | | | 4 units per case @ 1 gal per unit | Case | $13.56 | **$13.56** |
| 55. | 3022894 | Pop Tart, Blueberry, Single | Kelloggs | | | 80 units per case @ 1.83 oz per unit | Case | $21.67 | **$21.67** |

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
PROPOSED 2013-2014 UNIT BID PRICING

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | Sysco LA Proposed 2012-2013 Bid Unit Pricing | **Sysco LA Proposed 2013-2014 Bid Unit Pricing** |
|---|---|---|---|---|---|---|---|---|---|
| 56. | 5318274 | Pop Tart, Brown Sugar | Kelloggs | | | 80 units per case @ 1.76 oz per unit | Case | $21.67 | **$21.67** |
| 58. | 7743495 | Relish, Sweet | Any | PPI | | 200 units per case @ 9 grams per unit | Case | $4.63 | **$4.91** |
| 59. | 4349213 | Relish, Sweet | Any | | | 4 units per case @ 1 gal per unit | Case | $18.88 | **$18.88** |
| 62. | 9465774 | Salsa – Verde | Embasa Verde | | | 6 units per case @ #10 can per unit | Case | $26.68 | **$26.68** |
| 63. | 3238979 | Soup, Mega Noodle | Campbells | | | 12 units per case @ 50 oz per unit | Case | $42.50 | **No Bid** |
| 64. | 4239851 | Soy Sauce | Any | Kikoman | | 200 units per case @ .5 oz per unit | | $6.52 | **$7.06** |
| 77. | 518578 | Syrup, Maple | Any | | | 100 units per case @ 1.5 oz per unit | Case | $6.50 | **$6.50** |

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
PROPOSED 2013-2014 UNIT BID PRICING

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | Sysco LA Proposed 2012-2013 Bid Unit Pricing | **Sysco LA Proposed 2013-2014 Bid Unit Pricing** |
|---|---|---|---|---|---|---|---|---|---|
| 78. | 89706 | Taco Sauce | Any | | | 500 units per case @ 9 grams per unit | Case | $8.93 | **$10.63** |
| 80. | 6009302 | Taco Shells, 5" Corn Baked | Any | | | 200 units per case @ 5 inches per unit | Case | $9.34 | **$9.34** |
| 81. | 8206393 | Tartar Sauce | Any | | | 200 units per case @ 9 grams per unit | Bag | $5.81 | **$5.81** |

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
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ANNA BRYSON

SUE PALAZZO

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

February 21, 2013

Joseph Barton, President
Sysco Los Angeles, Inc.
20701 East Currier Road
Walnut, CA. 91789

**Subject:** **Bid No. 1011-14 –Grocery Products**

Dear Mr. Barton:

Your current contract for grocery products for the Capistrano Unified School District, as referenced above, will expire on May 12, 2013.

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 May 13, 2013 through May 12, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend and your proposed pricing for 2013-2014 on the form provided must be received no later than March 18, 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) 234-9505.

Sincerely,

Debbie Henningsen

Debbie Henningsen
Buyer, Purchasing

enc.

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
PROPOSED 2013 - 2014 UNIT BID PRICING

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | Sysco LA 2012-2013 Bid Unit Pricing | Sysco LA Proposed 2013-2014 Bid Unit Pricing |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 8302012 | Base, Vegetable Low Sodium | Med Diet | | | 6 units per case @ 16.0 oz | Case | $42.94 | $42.94 |
| 2 | 7748718 | Barbecue Sauce | PPI | America na | | 200 units per case @ 12 | Case | $4.16 | $4.33 |
| 5 | 7404619 | Beans, Refried Vegetarian Dehydrated | Casa Solano | Cook Quick | 82010 | 6 units per case @ 30 oz per unit | Case | $20.70 | $20.70 |
| 7 | 5124641 | Cereal Bar, Cinnamon Toast Crunch | General Mills | | 1898651 | 96 units per case @ 1.4 oz per unit | Case | $26.56 | $26.56 |
| 8 | 7447840 | Cereal Bar, Trix | General Mills | | 1898677 | 96 units per case @ 1.4 oz per unit | Case | $26.56 | $26.56 |
| 9 | 7447154 | Cereal Bar, Fruity Cheerios | General Mills | | 1898929 | 96 units per case @ 1.4 oz | Case | $26.56 | $26.56 |
| 20 | 5278718 | Cracker, Graham Honey Rite | Keebler | | | 200 units per case packed 2 ea per pack | Case | $12.50 | $12.50 |
| 23 | 4008538 | Cracker, Saltine | Keebler | | | 500 units per case packed 2 ea per pack | Case | $8.33 | $8.33 |
| 24 | 7762299 | Croutons, Individual wrapped bags | Any | | | 250 units per case @.25 oz | Case | $15.80 | $15.80 |
| 29 | 3727526 | Dressing, Ranch Fat Free | Kraft | | | 200 units per case @ 7/16 oz | Case | $18.83 | $20.92 |
| 43 | 4184461 | Jelly, Grape | Any | | | 6 units per case @ #10 | Case | $52.21 | $52.21 |
| 46 | 2965424 | Mustard | PPI American a | | | 500 units per case @ 5.5 grams per unit | Case | $4.90 | $5.21 |
| 51 530 | 4349452 | Pickle Chips, Dill | Any | | | 4 units per case @ 1 gal unit | Case | $13.56 | $13.56 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
PROPOSED 2013 - 2014 UNIT BID PRICING

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | Sysco LA 2012-2013 Bid Unit Pricing | Sysco LA Proposed 2013-2014 Bid Unit Pricing |
|---|---|---|---|---|---|---|---|---|---|
| 55 | 3022894 | Pop Tart, Blueberry, Single | Kelloggs | | | 80 units per case @ 1.83 oz per unit | Case | $21.67 | $21.67 |
| 56 | 5318274 | Pop Tart, Brown Sugar | Kelloggs | | | 80 units per case @ 1.76 oz per unit | Case | $21.67 | $21.67 |
| 58 | 7743495 | Relish, Sweet | Any | PPI | | 200 units per case @ 9 grams per unit | Case | $4.63 | $4.91 |
| 59 | 4349213 | Relish, Sweet | Any | | | 4 units per case @ 1 gal per unit | Case | $18.88 | $18.88 |
| 62 | 9465774 | Salsa – Verde | Embasa Verde | | | 6 units per case @ #10 can per unit | Case | $26.68 | $26.68 |
| 63 | 3238979 | Soup, Mega Noodle | Campbell s | | | 12 units per case @ 50 oz per unit | Case | $42.50 | No B.D |
| 64. | 4239851 | | | Kikoman | | 200 units per case @ .5 oz | | $6.52 | $7.06 |
| 77 | 518578 | Syrup, Maple | Any | | 7688567 | 100 units per case @ 1.5 oz per unit | Case | $6.50 | $6.50 |
| 78 | 89706 | Taco Sauce | Any | Casa Sol | 6004972 | 500 units per case @ 9 | Case | $8.93 | $10.63 |
| 80 | 6009302 | Taco Shells, 5" Corn Baked | Any | | | 200 units per case @ 5 | Case | $9.34 | $9.34 |
| 81 | 8206393 | Tartar Sauce | Any | | | 200 units per case @ 9 | Case | $5.81 | $5.81 |

## Henningsen, Debbie

**From:** Booher, Brian 045 [Booher.Brian@la.sysco.com]
**Sent:** Monday, March 18, 2013 1:01 PM
**To:** Henningsen, Debbie
**Subject:** Sysco Los Angeles Pricing
**Attachments:** Scan from a Xerox WorkCentre

Debbie,
Please see the attached pricing for the new school 2013 – 2014 school year. If you have any questions please feel free to contact me.
Thank you,

**Brian Booher**
Bid Specialist
Sysco Los Angeles, Inc.

T (909) 595-9595 ext. 2337
F (909) 610-4033
C (909) 670-4544

Company Name Sysco L.A.

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:

Grocery Products

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| * 1. | | Base, Vegetable Low Sodium | Med Diet | Custom | 0464051 12/1 LB | 10 cases | 6 units per case @ 16.0 oz per unit | Case | $42.94 |
| * 2. | | Barbecue Sauce | PPI | Americana PPI | 7627810 200/12oz | 378 cases | 200 units per case @ 12 grams per unit | Case | $4.16 |
| 3. | | Beans, Black, #10 can | Teasdale | Cal Bird | | 65 cases | 6 units per case @ #10 can per unit | Case | $21.50 |
| 4. | | Beans, Green, Low Sodium #10 can | Any | Cal Bird | | 54 cases | 6 units per case @ #10 can per unit | Case | $21.32 |

Company Name Sysco LA

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| * 5. | | Beans, Refried Vegetarian Dehydrated | Casa Solano | | 7404619 | 240 cases | 6 units per case @ 30 oz per unit | Case | $18.23 |
| 6. | | Buffalo Wing Sauce | Frank's | | 6404743 | 4 cases | 4 units per case @ 1 gal per unit | Case | $42.42 |
| * 7. | | Cereal Bar, Cinnamon Toast Crunch | General Mills | | 5124641 | 761 cases | 96 units per case @ 1.4 oz per unit | Case | $26.56 |
| * 8. | | Cereal Bar, Trix | General Mills | | 7447840 | 83 cases | 96 units per case @ 1.4 oz per unit | Case | $26.56 |
| * 9. | | Cereal Bar, Fruity Cheerios | General Mills | | 6003754 | 55 cases | 96 units per case @ 1.4 oz per unit | Case | $26.56 |
| 10. | | Cereal Bar, Cocoa Kripies Choc. | Kellogg's | | 8056929 | 250 cases | 96 units per case @ 1.27 oz per unit | Case | $23.79 |
| 11. | | Cereal Bar, Rice Krispy Apple | Kelloggs | | 8056679 | 260 cases | 96 units per case @ 1.27 oz per unit | Case | $23.79 |
| 12. | | Cereal, Cheerios Bowl Pack | General Mills | | 4044558 | 170 cases | 96 units per case @ 1.4 oz per unit | Case | $22.17 |
| 13. | | Cereal, Tasty O's Bowl Pack | Malt O Meal | | | 170 cases | 96 units per case @ 1.38 oz per unit | Case | No Bid |

Company Name Sysco L.A.

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 14. | | Cereal, Frosted Mini Wheat Bites Choc Bowl Pack | Kellogg's | | 7645342 | 275 cases | 96 units per case @ 28 grams per unit | Case | $21.16 |
| 15. | | Cereal, Honey Nut Bulk Pack | General Mills | | 4165165 | 10 cases | 4 units per case @ 39 oz per unit | Case | $36.97 |
| 16. | | Chili Con Carne | Any | CHEF MATE | 4053419 | 5 cases | 6 units per case @ #10 can per unit | Case | $63.55 |
| 17. | | Cracker, Belly Bear Whole Grain Choc | J & J | | 7944426 | 236 cases | 200 units per case @ 28 grams per unit | Case | $26.61 |
| 18. | | Cracker, Gold Fish | Pepper ridge Farm | | 5464276 | 2,401 cases | 300 units per case @ .75 oz per unit | Case | $40.28 |
| 19. | 18105 | Cracker, Gold Fish, Cheddar Whole Grain | Pepper ridge Farm | | 6599405 | 50 cases | 300 units per case @ .75 oz per unit | Case | $43.40 |
| * 20. | | Cracker, Graham Honey Rite | Keebler | | 527878 | 150 cases | 200 units per case packed 2 ea per pack | Case | $12.50 |
| 21. | | Cracker, Jungle Whole Grain | J & J | | 31085 | 288 cases | 200 units per case @ 9 oz. per unit | Case | $20.53 |
| 22. | 16999 | Cracker, Animal Baked Physedibles, Vanilla | Pepper ridge Farm | | | 750 cases | 300 units per case @ .9 oz per unit | Case | $38.48 |

Company Name Sysco L.A.

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| * 23. | | Cracker, Saltine | Keebler | | 4008598 | 49 cases | 500 units per case packed 2 ea per pack | Case | $8.33 |
| * 24. | | Croutons, Individual wrapped bags | Any | Sysco | 7762219 | 46 cases | 250 units per case @.25 oz per unit | Case | $14.80 |
| 25. | | Croutons, Whole Grain Individual wrapped bags | Any | | | 46 cases | 250 units per case @.25 oz per unit | Case | No Bid |
| 26. | | Dressing, Chipotle Ranch | Ken's | | | 14 cases | 4 units per case @ 1 gal per unit | Case | No Bid |
| 27. | | Dressing, Ranch Buttermilk | Ken's | | 4488912 | 14 cases | 4 units per case @ 1 gal per unit | Case | $35.98 |
| 28. | | Dressing, Dijon Wasabi Ginger Vinaigrette | Ken's | | | 12 cases | 4 units per case @ 1 gal per unit | Case | No Bid |
| * 29. | | Dressing, Ranch Fat Free | Kraft | | 3727526 | 275 cases | 200 units per case @ 7/16 oz per unit | Case | $17.29 |
| 30. | | Dressing, Creamy Caesar | Marzetti | Kraft | 3715018 | 175 cases | 60 units per case @ 1.5 oz per unit | Case | $2.49 |
| 31. | | Dressing, Raspberry Fat Free Vinaigrette | Marzetti | | | 41 cases | 60 units per case @ 1.5 oz per unit | Case | No Bid |

Company Name Sysco L.A.

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 32. | | Dressing, Italian Fat Free | Marzetti | KRAFT | 3716578 | 4 cases | 60 units per case @ 1.5 oz per unit | Case | $13.25 |
| 33. | | Dressing, Ranch Lite | Marzetti | KRAFT | 3716594 | 214 cases | 60 units per case @ 1.5 oz per unit | Case | $14.77 |
| 34. | | Dressing, Asian Sesame | Marzetti | | | 22 cases | 60 units per case @ 1.5 oz per unit | Case | No Bid |
| 35. | | Fruit, Canned Applesauce | Any | CAL GIRL | | 48 cases | 6 units per case @ #10 can per unit | Case | $22.38 |
| 36. | | Fruit, Canned Apricot Halves | Any | CAL GIRL | | 50 cases | 6 units per case @ #10 can per unit | Case | $34.09 |
| 37. | | Fruit. Canned Mandarin Oranges | Any | CAL GIRL | | 3 cases | 6 units per case @ #10 can per unit | Case | $28.29 |
| 38. | | Fruit, Canned Mixed | Any | CAL GIRL | | 25 cases | 6 units per case @ #10 can per unit | Case | $26.64 |
| 39. | | Fruit Canned Peaches Sliced | Any | CAL GIRL | | 50 cases | 6 units per case @ #10 can per unit | Case | $23.45 |

Company Name Sysco L.A.

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 40. | | Fruit Canned Pears Sliced | Any | Cal Avel | | 50 cases | 6 units per case @ #10 can per unit | Case | $23.45 |
| 41. | | Fruit Canned Pineapple Chunks | Any | Cal Avel | | 116 cases | 6 units per case @ #10 can per unit | Case | $28.29 |
| 42. | | Jalapenos | Any | Cal Avel | | 15 cases | 6 units per case @ #10 can per unit | Case | $21.32 |
| * 43. | | Jelly, Grape | Any | Sysco | 4184461 | 172 cases | 6 units per case @ #10 can per unit | Case | $42.02 |
| 44. | | Mayonnaise Lite | Any | Kraft | 3716665 | 24 cases | 4 units per case @ 1 gal per unit | Case | $30.86 |
| 45. | | Mayonnaise Lite | Best Foods | | 6260509 200/7.16oz | 246 cases | 200 units per case @ 12 grams per unit | Case | $15.90 |
| * 46. | | Mustard | Americana | | 7665390 | 132 cases | 500 units per case @ 5.5 grams per unit | Case | $4.90 |

Company Name Sysco L.A.

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 47. | | Olives, Sliced Black | Any | Cal Garl | | 6 cases | 6 units per case @ #10 can per unit | Case | $31.96 |
| 48. | | Pan Coating Aerosol | Any | Sysco | 4257960 | 6 cases | 6 units per case @ 22 oz per unit | Case | $25.97 |
| 49. | | Pasta, Penne Whole Grain | Any | Barilla | 4700422 2/10# | 133 cases | 1 unit per case @ 20 lbs | Case | $27.71 |
| 50. | | Pasta, Spaghetti Whole Grain | Any | Barilla | 4700408 2/10# | 50 cases | 1 unit per case @ 20 lbs | Case | $27.71 |
| * 51. | | Pickle Chips, Dill | Any | Home Made | 4319452 | 13 cases | 4 units per case @ 1 gal per unit | Case | $13.56 |
| 52. | | Pickle Spears, Dill | Any | Heinz | 4075610 | 2 cases | 6 units per case @ #10 can per unit | Case | $26.04 |
| 53. | | Pickle Spears, Dill | Any | Bascus | 5471369 | 2 cases | 1 unit per case @ 5 gallons | Case | $25.80 |
| 54. | | Pop Tart, Strawberry, Single | Kelloggs | | 2310217 | 509 cases | 80 units per case @ 1.83 oz per unit | Case | $21.67 |
| * 55. | | Pop Tart, Blueberry, Single | Kelloggs | | 3022894 | 78 cases | 80 units per case @ 1.83 oz per unit | Case | $21.67 |

Company Name Sysco L.A.

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| * 56. | | Pop Tart, Brown Sugar | Kelloggs | | 5318274 | 707 cases | 80 units per case @ 1.76 oz per unit | Case | $21.67 |
| 57. | | Raisins, Box | Any | Sysco | 9387317 | 119 cases | 144 units per case @ 1.33 oz per unit | Case | $25.79 |
| * 58. | | Relish, Sweet | Any | AMERICANA PRI | 7631520 | 8 cases | 200 units per case @ 9 grams per unit | Case | $4.63 |
| * 59. | | Relish, Sweet | Any | HOME MADE | 4349213 | 2 cases | 4 units per case @ 1 gal per unit | Case | $18.88 |
| 60. | | Rice. Long Grain Par Boiled | Any | UNCLE BEN | 4032900 | 87 cases | 1 unit per case @ 25 lb Bag | Case | $23.13 |
| 61. | | Rice, Brown Whole Grain | Any | UNCLE BEN | 2451243 | 450 cases | 1 unit per case @ 1 25 lb Bag | Case | $27.11 |
| * 62. | | Salsa – Verde | Embasa Verde | DEL SOL | 9465774 | 15 cases | 6 units per case @ #10 can per unit | Case | $22.72 |
| * 63. | | Soup, Mega Noodle | Campbells | | 3238979 | 50 cases | 12 units per case @ 50 oz per unit | Case | $34.67 |

Company Name Sysco L.A.

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| * 64. | | Soy Sauce | Any | KIKKOMAN | 4231851 24/.5oz | 54 cases | 500 units per case @ 9 grams per unit | Case | $6.52 |
| 65. | | Spice, Basil Ground | Any | IMP/McC | 5228333 12oz | 4 jars | 1 jar @ 24 oz | Jar | $9.72 |
| 66. | | Spice, Chili Powder | Any | Sysco | 5231496 1LB | 2 jars | 1 jar @ 5 lbs | Jar | $4.15 |
| 67. | | Spice, Cumin Ground | Any | Sysco | 5231561 4.5LB | 2 jars | 1 jar @ 5 lbs | Jar | $22.96 |
| 68. | | Spice, Garlic Powder | Any | Sysco | 5231611 1LB | 24 jars | 1 jar @ 5 lbs | Jar | $5.16 |
| 69. | | Spice, Onion Dehydrated | Any | McCORMICK | 5013974 | 3 tubs | 1 tub @ 15 lbs | Tub | $47.24 |
| 70. | | Spice, Pepper Ground | Any | TAMPICO | 9073727 1LB | 1 jar | 1 jar @ 5 lbs | Jar | $6.12 |
| 71. | | Spice, Salt Granulated | Any | Sysco | 4552840 | 3 bags | 1 bag @ 25 lbs | Bag | $4.38 |
| 72. | | Spice, Sesame Seed | Any | IMP/McC | 5229729 18oz | 38 jars | 1 jar @ 12 oz | Jar | $5.47 |
| 73. | | Sugar, Granulated | Any | SysCus | 5087572 | 1 bag | 1 bag @ 25 lbs | Bag | $18.06 |
| 74. | | Sugar Packets | Any | Sysco | 3965850 3000CT | 2 cases | 2,000 units per case @ 2.8 oz per unit | Case | $17.36 |
| 75. | | Sugar, Brown | Any | BRSCUS | 1854926 | 534 bags | 1 bag @ 50 lbs | Bag | $39.44 |

Company Name Sysco LA.

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 76. | | Sugar, Sweet n Low Packets | Any | SWEET & LOW | 6035703 2000 CT | 2 cases | 1,500 units per case @ 1 gram per unit | Case | $19.24 |
| * 77. | | Syrup, Maple | Any | AMERICANA PPI | 7613970 | 534 cases | 100 units per case @ 1.5 oz per unit | Case | $6.05 |
| * 78. | | Taco Sauce | Any | AMERICANA PPI | 7748734 | 367 cases | 500 units per case @ 9 grams per unit | Case | $8.43 |
| 79. | | Hot Sauce | La Tapatio | | 5032149 | 155 cases | 500 units per case @ 7 grams per unit | Case | $24.20 |
| * 80. | | Taco Shells, 5" Corn Baked | Any | CASA SOL | 6009302 | 395 cases | 200 units per case @ 5 inches per unit | Case | $9.34 |
| * 81. | | Tartar Sauce | Any | AMERICANA PPI | 7643570 | 5 cases | 200 units per case @ 9 grams per unit | Case | $5.41 |
| 82. | | Tortilla Chips, Whole Grain Stone Ground Corn Strips Thin (salad toppings) | La Tapatia | | | 12 bags | 1 bag @ 12 lbs | Bag | No Bid |

B. It is understood that the DISTRICT reserves the right to reject this bid and this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.

Company Name SYSCO LOS ANGELES INC.
20701 EAST CURRIER RD.
WALNUT, CA 91789

C. Bidder agrees to complete delivery 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. §15) or under the Cartwright Act (Business & Professions Code §16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.

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 JOSEPH R BANTON whose title is PRESIDENT 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.
_X_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 X option not granted

Extension option for a second year: __option granted X option not granted

J. The Bidder attests to having read and understands all documents contained and referenced in this bid.

Company Name SYSCO LOS ANGELES INC.
20701 EAST CURRIER RD.
WALNUT, CA 91789

K. I, Joseph Barton the President (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: _____

Signed by: _____

Date: _____

Business Address: _____

_____

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

_____

Other Partners: _____

_____

CORPORATION

Name: SYSCO Los Angeles Inc

(a Delaware Corporation*)

Business Address: 20701 E Currier Rd

Walnut, Calif 91789

Signed by: _____, President**,

Dated: 4/11/2011

Company Name SYSCO LOS ANGELES INC.
20701 EAST CURRIER RD.
WALNUT, CA 91789

*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

* Vendor awarded items with an astrisk *

Signed by: J Fluent

Print Name: Terry Fluent

Title: Director, Purchasing

Date: 5/24/11

term of this base contract is for one year beginning May 13, 2011 through May 12, 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**

**SYSCO LOS ANGELES, INC**

Bid No. 1011-14 – Grocery Products called for an original 12-month contract period of May 13, 2011 through May 12, 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 Sysco Los Angeles, Inc. pursuant to Bid No. 1011-14, shall be extended for the period May 13, 2012 through May 12, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 14, 2012.

The total cost of products requested by District and provided by Vendor under this extension shall not exceed $73,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on May 9, 2011, all other terms of the contract remain in full force and effect.

| DISTRICT | CONTRACTOR |
|---|---|
| **Capistrano Unified School District** | **Sysco Los Angeles, Inc.** |
| By: T Fluent | By: [signature] |
| Signature | Signature |
| Terry Fluent | JOSEPH R BARTON |
| | Print Name |
| Director, Purchasing | President |
| | Title |
| Date: 5/28/12 | Date: 5-31-2012 |

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Sysco Foods

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
BID SUMMARY

| Line No. | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Sysco LA | Proposed 2012-2013 Bid Unit Pricing |
|---|---|---|---|---|---|---|---|---|---|
| 1. | Base, Vegetable Low Sodium | Med Diet | | 8302012 | 10 cases | 6 units per case @ 16.0 oz per unit | Case | $42.94 | $42.94 |
| 2. | Barbecue Sauce | PPI | Americana | 7748718 | 378 cases | 200 units per case @ 12 grams per unit | Case | $4.16 | $4.16 |
| 5. * | Beans, Refried Vegetarian Dehydrated | Casa Solano | Cook Quick | 7404619 | 240 cases | 6 units per case @ 30 oz per unit | Case | $18.23 | $20.20 |
| 7. | Cereal Bar, Cinnamon Toast Crunch | General Mills | | 5124641 | 761 cases | 96 units per case @ 1.4 oz per unit | Case | $26.56 | $26.56 |
| 8. | Cereal Bar, Trix | General Mills | | 7447840 | 83 cases | 96 units per case @ 1.4 oz per unit | Case | $26.56 | $26.56 |
| 9. | Cereal Bar, Fruity Cheerios | General Mills | | 7447154 | 55 cases | 96 units per case @ 1.4 oz per unit | Case | $26.56 | $26.56 |
| 20. | Cracker, Graham Honey Rite | Keebler | | 5278718 | 150 cases | 200 units per case packed 2 ea per pack | Case | $12.50 | $12.50 |
| 23. | Cracker, Saltine | Keebler | | 4008538 | 49 cases | 500 units per case packed 2 ea per pack | Case | $8.33 | $8.33 |
| 24. * | Croutons, Individual wrapped bags | Any | | 7762299 | 46 cases | 250 units per case @.25 oz per unit | Case | $14.80 | $15.80 |
| 29. * | Dressing, Ranch Fat Free | Kraft | | 3727526 | 275 cases | 200 units per case @ 7/16 oz per unit | Case | $17.29 | $18.83 |
| 43. * | Jelly, Grape | Any | | 4184461 | 172 cases | 6 units per case @ #10 can per unit | Case | $42.02 | $52.21 |
| 46. | Mustard | PPI Americana | | 2965424 | 132 cases | 500 units per case @ 5.5 grams per unit | Case | $4.90 | $4.90 |
| 51. | Pickle Chips, Dill | Any | | 4349452 | 13 cases | 4 units per case @ 1 gal per unit | Case | $13.56 | $13.56 |
| 55. | Pop Tart, Blueberry, Single | Kelloggs | | 3022894 | 78 cases | 80 units per case @ 1.83 oz per unit | Case | $21.67 | $21.67 |
| 56. | Pop Tart, Brown Sugar | Kelloggs | | 5318274 | 707 cases | 80 units per case @ 1.76 oz per unit | Case | $21.67 | $21.67 |

SYSCO FOODS

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
BID SUMMARY

| Line No. | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | Case Pack and Unit Size | Bid Unit | Sysco LA | Proposed 2012-2013 Bid Unit Pricing |
|---|---|---|---|---|---|---|---|---|---|
| 58. | Relish, Sweet | Any | PPI | 7743495 | 8 cases | 200 units per case @ 9 grams per unit | Case | *$4.63* | $4.63 |
| 59. | Relish, Sweet | Any | | 4349213 | 2 cases | 4 units per case @ 1 gal per unit | Case | *$18.88* | $18.88 |
| 62. * | Salsa – Verde | Embasa Verde | | 9465774 | 15 cases | 6 units per case @ #10 can per unit | Case | *$22.72* | $26.68 |
| 63. * | Soup, Mega Noodle | Campbells | | 3238979 | 50 cases | 12 units per case @ 50 oz per unit | Case | *$34.67* | $42.50 |
| 64. | Soy Sauce | Any | Kikoman | 4239851 | 54 cases | 200 units per case @ 5 oz per unit | Case | *$6.52 | $6.52 |
| 77. * | Syrup, Maple | Any | | 5185782 | 534 cases | 100 units per case @ 1.5 oz per unit | Case | *$6.05* | $6.50 |
| 78. * | Taco Sauce | Any | | 0089706 | 367 cases | 500 units per case @ 9 grams per unit | Case | *$8.43* | $8.93 |
| 80. | Taco Shells, 5" Corn Baked | Any | | 6009302 | 395 cases | 200 units per case @ 5 inches per unit | Case | *$9.34* | $9.34 |
| 81. * | Tartar Sauce | Any | | 8206393 | 5 cases | 200 units per case @ 9 grams per unit | Case | *$5.41* | $5.81 |

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**EXTENSION OF AGREEMENT**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**A & R WHOLESALE DISTRIBUTORS, INCORPORATED**

Bid No. 1011-13 – Snack and Beverage Products called for an original 12-month contract period of May 13, 2011 through May 12, 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 A & R Wholesale Distributors, Incorporated pursuant to Bid No. 1011-13, shall be extended for the period May 13, 2013 through May 12, 2014, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on April 24, 2013.

The "not to exceed" amount on Agreement for Bid No. 1011-13 shall be increased to $650,000 annually for additional snack and beverage products as requested by the District.

Except as set forth in this Extension Agreement, and Board approved on May 9, 2011, all other terms of the contract remain in full force and effect.

| DISTRICT | CONTRACTOR |
|---|---|
| **Capistrano Unified School District** | **A & R Wholesale Distributors, Incorporated** |
| By:_____ Signature | By:_____ Signature |
| Terry Fluent | _____ Print Name |
| Director, Purchasing | _____ Title |
| Date:_____ | Date:_____ |

EXHIBIT 36

Exhibit A

CAPISTRANO UNIFIED SCHOOL DISTRICT
SNACK AND BEVERAGE PRODUCTS
BID NO. 1011-13
PROPOSED 2013-2014 UNIT BID PRICING

| Line No. | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | *2012-2013 Unit Bid Price* | *Proposed 2013-2014 Unit Bid Price* |
|---|---|---|---|---|---|---|---|---|
| 1. | Apple Splash 100% Juice Pouch | Capri Sun | | | 40 units per case @ 6.75 oz per unit | Case | ***$10.24*** | ***$10.40*** |
| 2. | Berry Breeze 100% Juice Pouch | Capri Sun | | | 40 units per case @ 6.75 oz per unit | Case | ***$10.24*** | ***$10.40*** |
| 3. | Fruit Dive 100% Juice Pouch Grape Flavor | Capri Sun | | | 40 units per case @ 6.75 oz per unit | Case | ***$10.24*** | ***$10.40*** |
| 4. | Rips Juice, Kiwi Strawberry 100% Juice Pouch | Cool Tropics | | | 60 units per case @ 4 oz per unit | Case | ***$26.32*** | ***$26.98*** |
| 5. | Rips Juice, Blue Razz 100% Juice Pouch | Cool Tropics | | | 60 units per case @ 4 oz per unit | Case | ***$26.32*** | ***$26.98*** |
| 6. | Fruit 66 - All Flavors Cans | Fruit 66 | | | 24 units per case @ 8 oz per unit | Case | ***$10.88*** | ***$11.36*** |
| 7. | Gatorade - All Flavors Plastic Bottle | Pepsi | | | 48 units per case @ 12 oz per unit | Case | ***$11.80*** | ***$11.99*** |
| 8. | Gatorade - All Flavors Plastic Bottle | Pepsi | | | 24 units per case @ 20 oz per unit | Case | ***$17.38*** | ***$17.75*** |
| 9. | Izze Sparkling 100% Juice Can | Izze | | | 24 units per case @ 8.4 oz per unit | Case | ***$12.47*** | ***$12.99*** |
| 10. | Apple Juice 100% JuiceBox | Apple & Eve | Juice Bowl | | 44 units per case @ 4.23 oz per unit | | ***$9.24*** | ***$9.24*** |
| 11. | Fruit Punch 100% Juice Pouch | HC Plus | | | 72 units per case @ 4 oz per unit | Case | ***$14.92*** | ***$14.92*** |

CAPISTRANO UNIFIED SCHOOL DISTRICT
SNACK AND BEVERAGE PRODUCTS
BID NO. 1011-13
PROPOSED 2013-2014 UNIT BID PRICING

| Line No. | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | *2012-2013 Unit Bid Price* | *Proposed 2013-2014 Unit Bid Price* |
|---|---|---|---|---|---|---|---|---|
| 12. | Milk, Chocolate Shelf Stable - Aseptic Box | Team Blitz | | | 48 units per case @ 8.5 oz per unit | Case | ***not available*** | ***not available*** |
| 13. | Milk, Vanilla Shelf Stable - Aseptic Box | Team Blitz | | | 48 units per case @ 8.5 oz per unit | Case | ***not available*** | ***not available*** |
| 14. | Water, Bottled Sport-cap | Arrowhead | | | 24 units per case @ 23.7 oz per unit | Case | ***$5.65*** | ***$6.24*** |
| 15. | Water, Bottled | Nestle | | | 24 units per case @ 16.9 oz per unit | Case | ***$3.39*** | ***$3.39*** |
| 16. | Water, Bottled | Nestle | | | 48 units per case @ 8 oz per unit | Case | ***$6.25*** | ***$6.45*** |
| 17. | Juice, 100% All Flavors Can | Welchs | | | 24 units per case @ 11.5 oz per unit | Case | ***$12.39*** | ***$12.88*** |
| 18. | Chex Mix, Hot & Spicy Bag | General Mills | | | 60 units per case @ 1.75 oz per unit | Case | ***$20.65*** | ***$22.28*** |
| 19. | Chex Mix, Traditional Bag | General Mills | | | 60 units per case @ 1.75 oz per unit | Case | ***$20.65*** | ***$22.28*** |
| 20. | Corn Nuts, BBQ Bag Bag | Kraft | | | 144 units per case @ 1.4 oz per unit | Case | ***$42.12*** | ***$43.82*** |
| 21. | Corn Nuts, Chili Picante Bag | Kraft | | | 144 units per case@ 1.4 oz per unit | Case | ***$42.12*** | ***$43.82*** |
| 22. | Corn Nuts, Ranch Bag | Kraft | | | 144 units per case@ 1.4 oz per unit | Case | ***$42.12*** | ***$43.82*** |
| 23. | Cheetos, Baked Crunch Bag | Frito Lay | | | 64 units per case @1.5 oz per unit | Case | ***$24.89*** | ***$25.89*** |
| 24. | Cheetos, Baked Hot Bag | Frito Lay | | | 64 units per case @1.5 oz per unit | Case | ***$24.89*** | ***$25.89*** |

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CAPISTRANO UNIFIED SCHOOL DISTRICT
SNACK AND BEVERAGE PRODUCTS
BID NO. 1011-13
PROPOSED 2013-2014 UNIT BID PRICING

| Line No. | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | *2012-2013 Unit Bid Price* | *Proposed 2013-2014 Unit Bid Price* |
|---|---|---|---|---|---|---|---|---|
| 25. | Cheetos, Flamin Hot | Frito Lay | | | 104 units per case @ 1 oz per unit | Case | *$24.65* | *$25.65* |
| 26. | Doritos, Baked Nacho Bag | Frito Lay | | | 72 units per case @ 1.375 oz per unit | Case | *$17.10* | *$17.75* |
| | | | | | 88 units per case @ 1.375 oz per unit | Case | *$20.90* | *$21.71* |
| 27. | Doritos, Reduced Fat Bag | Frito Lay | | | 72 units per case @ 1.5 oz per unit | Case | *$17.10* | *$17.75* |
| 28. | Doritos, Reduced Fat, Cool Ranch Bag | Frito Lay | | | 72 units per case @ 1.0 oz per unit | Case | *$17.10* | *$17.75* |
| 29. | Doritos, Reduced Fat Sweet Chili Bag | Frito Lay | | | 72 units per case @ 1.0 oz per unit | Case | *$17.10* | *$17.75* |
| 30. | Lays, Baked BBQ Bag | Frito Lay | | | 64 units per case @ 1.125 oz per unit | Case | *$24.89* | *$25.89* |
| 31. | Lays, Baked Regular Bag | Frito Lay | | | 64 units per case @ 1.125 oz per unit | Case | *$24.89* | *$25.89* |
| 32. | Lays, Baked South Western Bag | Frito Lay | | | 64 units per case @ 1.125 oz per unit | Case | *$24.89* | *$25.89* |
| 33. | Ruffles, Baked Cheddar Sour Cream Bag | Frito lay | | | 64 units per case @ 1.125 oz per unit | Case | *$24.89* | *$25.89* |
| 34. | Munchies, Hot Mix Bag | Frito Lay | | | 64 units per case @ 2.0 oz per unit | Case | *$24.89* | *$25.89* |

CAPISTRANO UNIFIED SCHOOL DISTRICT
SNACK AND BEVERAGE PRODUCTS
BID NO. 1011-13
PROPOSED 2013-2014 UNIT BID PRICING

| Line No. | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | *2012-2013 Unit Bid Price* | *Proposed 2013-2014 Unit Bid Price* |
|---|---|---|---|---|---|---|---|---|
| 35. | Munchies, Flamin Hot Mix Bag | Frito Lay | | | 104 units per case @ 1 oz per unit | Case | *discontinued* | *discontinued* |
| 36. | Quaker Baked Ultimate Cheddar Bag | Frito Lay | | | 64 units per case @ 1.75 oz per unit | Case | *$24.89* | *$25.89* |
| 37. | Pretzel, Rolled Gold Bag | Frito lay | | | 64 units per case @ 2 oz per unit | Case | *$24.89* | *$25.89* |
| 38. | Pretzel, Tiny Twist Bag | Frito Lay | | | 88 units per case @ 1 oz per unit | Case | *$24.65* | *$21.71* |
| 39. | Pretzel, Buttery Bag | Snak Club | | | 200 units per case @ .75 oz per unit | Case | *no bid* | *no bid* |
| | | | Snyders | | 88 units per case @ .9 oz per case | Case | *discontinued* | *$16.22* |
| 40. | Fantastix, Chili Cheese Bag | Frito Lay | | | 104 units per case @ 1 oz per unit | Case | *$24.65* | *$25.65* |
| 41. | Tostitos Scoop, Bakes Bag | Frito Lay | | | 72 units per case @ .875 oz per unit | Case | *$17.10* | *$17.75* |
| 42. | Fritos, Corn Chips Bag | Frito Lay | | | 120 units per case @ .75 oz per unit | Case | *$14.94* | *$15.72* |
| 43. | Popcorn, Kettlecorn Bag | Jonny Rapp's | | | 90 units per case @ 1 oz per unit | Case | *discontinued* | *discontinued* |
| 44. | Popcorn, Kettlecorn Bag | Indiana | | | 48 units per case @ 1 oz per unit | Case | *$16.68* | *$16.68* |
| 45. | Popcorn, Low Fat Fresh Bag | Cal Snack | | | 24 units per case @ 1.25 oz per unit | Case | *$5.36* | *$6.22* |
| 46. | Popcorn, Sweet & Tangy BBQ Kettlecorn Bag | Indiana | | | 48 units per case @ 1 oz per unit | Case | *$16.68* | *$16.68* |

CAPISTRANO UNIFIED SCHOOL DISTRICT
SNACK AND BEVERAGE PRODUCTS
BID NO. 1011-13
PROPOSED 2013-2014 UNIT BID PRICING

| Line No. | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | ***2012-2013 Unit Bid Price*** | ***Proposed 2013-2014 Unit Bid Price*** |
|---|---|---|---|---|---|---|---|---|
| 47. | Chicharinas, Chili Lime<br>Bag | Rudolphs | | | 40 units per case @ 1 oz per unit | Case | ***no bid*** | ***no bid*** |
| 48. | Lava Bites, Whole Grain<br>Bag | MJM | | | 60 units per case @ 1.5 oz per unit | Case | ***$20.65*** | ***$21.65*** |
| 49. | V8V.Fusion 100% Juice<br>Can<br>Flavor: Pomgranate | Campbell | | | 24 units per case @ 8.0 oz per unit | Case | ***$14.46*** | ***$15.12*** |
| 50. | V8V.Fusion 100% Juice<br>Can<br>Flavor: Pomgranate | Campbell | | | 24 units per case @ 8.0 oz per unit | Case | ***$14.46*** | ***$15.12*** |
| 51. | V8 100% Vegetable Juice<br>Can | Campbell | | | 24 units per case @11.5 oz<br><br>48 units per case @5.5 oz | Case | ***$11.92***<br><br>***$23.98*** | ***$12.85***<br><br>***$23.98*** |

CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
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JOSEPH M. FARLEY, ED.D.

February 12, 2013

Mr. Sang Kim, Bid Coordinator
A & R Wholesale Distributors, Inc.
1765 W. Penhall Way
Anaheim, CA 92801

**Subject: Bid No. 1011-13 – Snack and Beverage Products**

Dear Mr. Kim:

Your current contract for snack and beverage products for the Capistrano Unified School District, as referenced above, will expire on May 12, 2013.

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 May 13, 2013 through May 12, 2014. A copy of your current contract pricing is enclosed for your review. Please use the provided sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend and proprosed pricing for 2013-2014 must be received by March 18, 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) 234-9505.

Sincerely,

Debbie Henningsen
Buyer, Purchasing

enc.

CAPISTRANO UNIFIED SCHOOL DISTRICT
SNACK AND BEVERAGE PRODUCTS
BID NO. 1011-13
PROPOSED 2013-2014 UNIT BID PRICING

| Line No. | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | *2012-2013 Unit Bid Price* | *Proposed 2013-2014 Unit Bid Price* |
|---|---|---|---|---|---|---|---|---|
| 1. | Apple Splash 100% Juice Pouch | Capri Sun | | | 40 units per case @ 6.75 oz per unit | Case | *$10.24* | $ 10.40 |
| 2. | Berry Breeze 100% Juice Pouch | Capri Sun | | | 40 units per case @ 6.75 oz per unit | Case | *$10.24* | $ 10.40 |
| 3. | Fruit Dive 100% Juice Pouch | Capri Sun | | | 40 units per case @ 6.75 oz per unit | Case | *$10.24* | $ 10.40 |
| 4. | Rips Juice, Kiwi Strawberry 100% Juice Pouch | Cool Tropics | | | 60 units per case @ 4 oz per unit | Case | *$26.32* | $ 26.98 |
| 5. | Rips Juice, Blue Razz 100% Juice Pouch | Cool Tropics | | | 60 units per case @ 4 oz per unit | Case | *$26.32* | $ 26.98 |
| 6. | Fruit 66 - All Flavors Cans | Fruit 66 | SWITCH 100% | | 24 units per case @ 8 oz per unit | Case | *$10.88* | $ 11.36 |
| 7. | Gatorade - All Flavors Plastic Bottle | Pepsi | | 24 UNITS PER CASE | ~~48~~ units per case @ 12 oz per unit | Case | *$11.80* | $ 11.99 |
| 8. | Gatorade - All Flavors Plastic Bottle | Pepsi | | | 24 units per case @ 20 oz per unit | Case | *$17.38* | $ 17.75 |
| 9. | Izze Sparkling 100% Juice Can | Izze | | | 24 units per case @ 8.4 oz per unit | Case | *$12.47* | $ 12.99 |
| 10. | Apple Juice 100% Juice Box | Apple & Eve | Juice Bowl | | 44 units per case @ 4.23 oz per unit | | *$9.24* | $ 9.24 |
| 11. | Fruit Punch 100% Juice Pouch | HC Plus | | | 72 units per case @ 4 oz per unit | Case | *$14.92* | $14.92 EXCEPT GRAPE FLAVOR $15.92 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
SNACK AND BEVERAGE PRODUCTS
BID NO. 1011-13
PROPOSED 2013-2014 UNIT BID PRICING

| Line No. | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | *2012-2013 Unit Bid Price* | *Proposed 2013-2014 Unit Bid Price* |
|---|---|---|---|---|---|---|---|---|
| 12. | Milk, Chocolate Shelf Stable - Aseptic Box | Team Blitz | | | 48 units per case @ 8.5 oz per unit | Case | *not available* | N/A |
| 13. | Milk, Vanilla Shelf Stable - Aseptic Box | Team Blitz | | | 48 units per case @ 8.5 oz per unit | Case | *not available* | N/A |
| 14. | Water, Bottled Sport-cap | Arrowhead | | | 24 units per case @ 23.7 oz per unit | Case | *$5.65* | $6.24 |
| 15. | Water, Bottled | Nestle | | | 24 units per case @ 16.9 oz per unit | Case | *$3.39* | $3.39 |
| 16. | Water, Bottled | Nestle | | | 48 units per case @ 8 oz per unit | Case | *$6.25* | $6.45 |
| 17. | Juice, 100% All Flavors Can | Welchs | | | 24 units per case @ 11.5 oz per unit | Case | *$12.39* | $12.88 |
| 18. | Chex Mix, Hot & Spicy Bag | General Mills | | | 60 units per case @ 1.75 oz per unit | Case | *$20.65* | $22.28 |
| 19. | Chex Mix, Traditional Bag | General Mills | | | 60 units per case @ 1.75 oz per unit | Case | *$20.65* | $22.28 |
| 20. | Corn Nuts, BBQ Bag Bag | Kraft | | | 144 units per case @ 1.4 oz per unit | Case | *$42.12* | $43.82 |
| 21. | Corn Nuts, Chili Picante Bag | Kraft | | | 144 units per case@ 1.4 oz per unit | Case | *$42.12* | $43.82 |
| 22. | Corn Nuts, Ranch Bag | Kraft | | | 144 units per case@ 1.4 oz per unit | Case | *$42.12* | $43.82 |
| 23. | Cheetos, Baked Crunch Bag | Frito Lay | | | 64 units per case @1.5 oz per unit | Case | *$24.89* | $25.89 |
| 24. | Cheetos, Baked Hot Bag | Frito Lay | | | 64 units per case @1.5 oz per unit | Case | *$24.89* | $25.89 |

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CAPISTRANO UNIFIED SCHOOL DISTRICT
SNACK AND BEVERAGE PRODUCTS
BID NO. 1011-13
PROPOSED 2013-2014 UNIT BID PRICING

| Line No. | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | *2012-2013 Unit Bid Price* | *Proposed 2013-2014 Unit Bid Price* |
|---|---|---|---|---|---|---|---|---|
| 25. | Cheetos, Flamin Hot | Frito Lay | | | 104 units per case @ 1 oz per unit | Case | *$24.65* | $25.65 |
| 26. | Doritos, Baked Nacho Bag | Frito Lay | | | 72 units per case @ 1.375 oz per unit | Case | *$17.10* | $17.75 |
| | | | | | 88 units per case @ 1.375 oz per unit | Case | *$20.90* | $21.71 |
| 27. | Doritos, Reduced Fat Bag | Frito Lay | | | 72 units per case @ 1.5 oz per unit | Case | *$17.10* | $17.75 |
| 28. | Doritos, Reduced Fat, Cool Ranch Bag | Frito Lay | | | 72 units per case @ 1.0 oz per unit | Case | *$17.10* | $17.75 |
| 29. | Doritos, Reduced Fat Sweet Chili Bag | Frito Lay | | | 72 units per case @ 1.0 oz per unit | Case | *$17.10* | $17.75 |
| 30. | Lays, Baked BBQ Bag | Frito Lay | | | 64 units per case @ 1.125 oz per unit | Case | *$24.89* | $25.89 |
| 31. | Lays, Baked Regular Bag | Frito Lay | | | 64 units per case @ 1.125 oz per unit | Case | *$24.89* | $25.89 |
| 32. | Lays, Baked South Western Bag | Frito Lay | | | 64 units per case @ 1.125 oz per unit | Case | *$24.89* | $25.89 |
| 33. | Ruffles, Baked Cheddar Sour Cream Bag | Frito lay | | | 64 units per case @ 1.125 oz per unit | Case | *$24.89* | $25.89 |
| 34. | Munchies, Hot Mix Bag | Frito Lay | | | 64 units per case @ 2.0 oz per unit | Case | *$24.89* | $25.89 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
SNACK AND BEVERAGE PRODUCTS
BID NO. 1011-13
PROPOSED 2013-2014 UNIT BID PRICING

| Line No. | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | *2012-2013 Unit Bid Price* | *Proposed 2013-2014 Unit Bid Price* |
|---|---|---|---|---|---|---|---|---|
| 35. | Munchies, Flamin Hot Mix Bag | Frito Lay | | | 104 units per case @ 1 oz per unit | Case | *discontinued* | DISCONTINUED |
| 36. | Quaker Baked Ultimate Cheddar Bag | Frito Lay | | | 64 units per case @ 1.75 oz per unit | Case | *$24.89* | $25.89 |
| 37. | Pretzel, Rolled Gold Bag | Frito lay | | | 64 units per case @ 2 oz per unit | Case | *$24.89* | $ 25.89 |
| 38. | Pretzel, Tiny Twist Bag | Frito Lay | | | 88 units per case @ 1 oz per unit | Case | *$24.65* | $ 21.71 |
| 39. | Pretzel, Buttery Bag | Snak Club | | | 200 units per case @ .75 oz per unit | Case | *no bid* | NO BID |
| | | | Snyders | | 88 units per case @ .9 oz per case | Case | *discontinued* | $16.22 |
| 40. | Fantastix, Chili Cheese Bag | Frito Lay | | | 104 units per case @ 1 oz per unit | Case | *$24.65* | $25.65 |
| 41. | Tostitos Scoop, Bakes Bag | Frito Lay | | | 72 units per case @ .875 oz per unit | Case | *$17.10* | $17.75 |
| 42. | Fritos, Corn Chips Bag | Frito Lay | | | 120 units per case @ .75 oz per unit | Case | *$14.94* | $15.72 |
| 43. | Popcorn, Kettlecorn Bag | Jonny Rapp's | | | 90 units per case @ 1 oz per unit | Case | *discontinued* | DISCONTINUED |
| 44. | Popcorn, Kettlecorn Bag | Indiana | | | 48 units per case @ 1 oz per unit | Case | *$16.68* | $16.68 |
| 45. | Popcorn, Low Fat Fresh Bag | Cal Snack | | | 24 units per case @ 1.25 oz per unit | Case | *$5.36* | $6.22 |
| 46. | Popcorn, Sweet & Tangy BBQ Kettlecorn Bag | Indiana | | | 48 units per case @ 1 oz per unit | Case | *$16.68* | $16.68 |

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CAPISTRANO UNIFIED SCHOOL DISTRICT
SNACK AND BEVERAGE PRODUCTS
BID NO. 1011-13
PROPOSED 2013-2014 UNIT BID PRICING

| Line No. | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Case Pack and Unit Size | Bid Unit | *2012-2013 Unit Bid Price* | *Proposed 2013-2014 Unit Bid Price* |
|---|---|---|---|---|---|---|---|---|
| 47. | Chicharinas, Chili Lime<br>Bag | Rudolphs | | | 40 units per case @ 1 oz per unit | Case | *no bid* | NO BID |
| 48. | Lava Bites, Whole Grain<br>Bag | MJM | | | 60 units per case @ 1.5 oz per unit | Case | *$20.65* | $ 21.65 |
| 49. | V8V.Fusion 100% Juice<br>Can<br>Flavor: Pomgranate | Campbell | | | 24 units per case @ 8.0 oz per unit | Case | *$14.46* | $ 15.12 |
| 50. | V8V.Fusion 100% Juice<br>Can<br>Flavor: Pomgranate | Campbell | | | 24 units per case @ 8.0 oz per unit | Case | *$14.46* | $ 15.12 |
| 51. | V8 100% Vegetable Juice<br>Can | Campbell | | | 24 units per case @11.5 oz<br><br>48 units per case @5.5 oz | Case | *$11.92*<br><br>*$23.98* | $ 12.85<br><br>$ 23.98 |

Company Name

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:

Snack and Beverage Products

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yr Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 1. | 00969 | Apple Splash 100% Juice Pouch | Capri Sun | | | 337 cases | 40 units per case @ 6.75 oz per unit | Case | 9.45 |
| 2. | 00970 | Berry Breeze 100% Juice Pouch | Capri Sun | | | 635 cases | 40 units per case @ 6.75 oz per unit | Case | 9.45 |
| 3. | 00971 | Fruit Dive 100% Juice Pouch | Capri Sun | | | 580 cases | 40 units per case @ 6.75 oz per unit | Case | 9.45 |
| 4. | 12002 | Rips Juice, Kiwi Strawberry 100% Juice Pouch | Cool Tropics | | | 525 cases | 60 units per case @ 4 oz per unit | Case | 23.88 |

Company Name

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yr Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 5. | 12001 | Rips Juice, Blue Razz 100% Juice Pouch | Cool Tropics | | | 762 cases | 60 units per case @ 4 oz per unit | Case | 23.88 |
| 6. | | Fruit 66 - All Flavors Can | Fruit 66 | SWITCH | SEE LIST | 2,453 cases | 24 units per case @ 8 oz per unit | Case | 10.88 +CRV |
| 7. | SEE LIST | Gatorade - All Flavors Plastic Bottle | Pepsi | | | 2,203 cases | 48 units per case @ 12 oz per unit | Case | 22.20 +CRV |
| 8. | SEE LIST | Gatorade - All Flavors Plastic Bottle | Pepsi | | | 11,925 cases | 24 units per case @ 20 oz per unit | Case | 16.39 +CRV |
| 9. | SEE LIST | Izze Sparkling 100% Juice Can | Izze | | | 3,747 cases | 24 units per case @ 8.4 oz per unit | Case | 12.47 +CRV |
| 10. | | Apple Juice 100% Juice Box | Apple & Eve | JUICE BOX | SEE LIST | 56 cases | ~~40~~ units per case @ 4.23 oz per unit 44/CT | Case | 8.17 |
| 11. | SEE LIST | Fruit Punch 100% Juice Pouch | HC Plus | | | 580 cases | 72 units per case @ 4 oz per unit | Case | 13.79 |

Company Name

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yr Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 12. | 83101 | Milk, Chocolate Shelf Stable Aseptic Box | Team Blitz | | | 454 cases | 48 units per case @ 8.5 oz per unit | Case | 11.44 |
| 13. | 64010 | Milk, Vanilla Shelf Stable Aseptic Box | Team Blitz | | | 237 cases | 48 units per case @ 8.5 oz per unit | Case | 11.44 |
| 14. | 005611 | Water, Bottled Sport-cap | Arrow head | | | 7,858 cases | 24 units per case @ 23.7 oz per unit | Case | 5.65 +CRV |
| 15. | 005608 | Water, Bottled | Nestle | | | 337 cases | 24 units per case @ 16.9 oz per unit | Case | 3.39 +CRV |
| 16. | 005656 | Water, Bottled | Nestle | | | 2,011 cases | 48 units per case @ 8 oz per unit | Case | 6.25 +CRV |
| 17. | SEE LIST | Juice, 100% All Flavors Can | Welchs | | | 492 cases | 24 units per case @ 11.5 oz per unit | Case | 12.39 +CRV |
| | | | | JUICE BOUN | SEE LIST | | | | 11.79 +CRV |
| 18. | 11629 | Chex Mix, Hot & Spicy Bag | General Mills | | | 165 cases | 60 units per case @ 1.75 oz per unit | Case | 20.65 |

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yr Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 19. | 11603 | Chex Mix, Traditional Bag | General Mills | | | 390 cases | 60 units per case @ 1.75 oz per unit | Case | 20.45 |
| 20. | 080700 | Corn Nuts, BBQ Bag | Kraft | | | 39 cases | 144 units per case @ 1.4 oz per unit | Case | 39.99 |
| 21. | 080702 | Corn Nuts, Chili Picante Bag | Kraft | | | 25 cases | 144 units per case@ 1.4 oz per unit | Case | 39.99 |
| 22. | 080710 | Corn Nuts, Ranch Bag | Kraft | | | 100 cases | 144 units per case@ 1.4 oz per unit | Case | 39.99 |
| 23. | 080392 | Cheetos, Baked Crunch Bag | Frito Lay | | | 5 cases | 64 units per case @1.5 oz per unit | Case | 22.92 |
| 24. | 080393 | Cheetos, Baked Hot Bag | Frito Lay | | | 2,478 cases | 64 units per case @1.5 oz per unit | Case | 22.92 |
| 25. | 080440 | Cheetos, Flamin Hot Bag | Frito Lay | | | 295 cases | 104 units per case @ 1 oz per unit | Case | 23.72 |

Company Name_____

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yr Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 26. | 080336 | Doritos, Baked Nacho Bag | Frito Lay | | | 16 cases | ~~72~~ units per case @ 1.375 oz per unit 88/CT | Case | 20.06 |
| 27. | 080335 | Doritos, Reduced Fat Bag | Frito Lay | | | 289 cases | 72 units per case @ 1.5 oz per unit | Case | 16.42 |
| 28. | 081091 | Doritos, Reduced Fat, Cool Ranch Bag | Frito Lay | | | 154 cases | 72 units per case @ 1.0 oz per unit | Case | 16.42 |
| 29. | 49093 | Doritos, Reduced Fat Sweet Chili Bag | Frito Lay | | | 143 cases | 72 units per case @ 1.0 oz per unit | Case | 16.42 |
| 30. | 080400 | Lays, Baked BBQ Bag | Frito Lay | | | 370 cases | 64 units per case @ 1.125 oz per unit | Case | 22.92 |
| 31. | 080401 | Lays, Baked Regular Bag | Frito Lay | | | 1 case | 64 units per case @ 1.125 oz per unit | Case | 22.92 |
| 32. | 49052 | Lays, Baked South Western Bag | Frito Lay | | | 46 cases | 64 units per case @ 1.125 oz per unit | Case | 22.92 |

Company Name

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yr Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 33. | 080391 | Ruffles, Baked Cheddar Sour Cream Bag | Frito lay | | | 624 cases | 64 units per case @ 1.125 oz per unit | Case | 22.92 |
| 34. | 080333 | Munchies, Hot Mix Bag | Frito Lay | | | 17 cases | 64 units per case @ 2.0 oz per unit | Case | 22.92 |
| 35. | 49091 | Munchies, Flamin Hot Mix Bag | Frito Lay | | | 57 cases | 104 units per case @ 1 oz per unit | Case | 23.72 |
| 36. | 080447 | Quaker Baked Ultimate Cheddar Bag | Frito Lay | | | 215 cases | 64 units per case @ 1.75 oz per unit | Case | 20.90 |
| 37. | 080423 | Pretzel, Rolled Gold Bag | Frito lay | | | 227 cases | 64 units per case @ 2 oz per unit | Case | 22.92 |
| 38. | 080456 | Pretzel, Tiny Twist Bag | Frito Lay | | | 8 cases | 88 units per case @ 1 oz per unit | Case | 20.06 |
| 39. | 081808 | Pretzel, Buttery Bag | Snak Club | SNYDERS | | 300 cases | ~~200~~ units per case @ .75 oz per unit 88/.9 oz | Case | 15.29 |

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yr Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 40. | 081092 | Fantastix, Chili Cheese Bag | Frito Lay | | | 43 cases | 104 units per case @ 1 oz per unit | Case | 23.72 |
| 41. | 42537 | Tostitos Scoop, Bakes Bag | Frito Lay | | | 630 cases | 72 units per case @ .875 oz per unit | Case | 16.42 |
| 42. | 080455 | Fritos, Corn Chips Bag | Frito Lay | | | 315 cases | 120 units per case @ .75 oz per unit | Case | 14.94 |
| 43. | 20097 | Popcorn, Kettlecorn Bag | Jonny Rapp's | | | 250 cases | 90 units per case @ 1 oz per unit | Case | 19.97 |
| 44. | 181975 | Popcorn, Kettlecorn Bag | Indiana | | | 231 cases | 48 units per case @ 1 oz per unit | Case | 16.68 |
| 45. | 081510 | Popcorn, Low Fat Fresh Bag | Cal Snack | | | 424 cases | 24 units per case @ 1.25 oz per unit | Case | 4.98 |
| 46. | 100182 | Popcorn, Sweet & Tangy BBQ Kettlecorn Bag | Indiana | | | 250 cases | 48 units per case @ 1 oz per unit | Case | 16.68 |

Company Name_____

| Line No. | Product Code | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yr Usage | Case Pack and Unit Size | Bid Unit | Bid Unit Price |
|---|---|---|---|---|---|---|---|---|---|
| 47. | | Chicharinas, Chili Lime Bag | Rudolphs | | | 154 | 40 units per case @ 1 oz per unit | Case | N/A |
| 48. | 888060 | Lava Bites, Whole Grain Bag | MJM | | | 108 cases | 60 units per case @ 1.5 oz per unit | | 20.45 |
| 49. | 18867 | V8V.Fusion 100% Juice Can Flavor: Pomgranate | Campbell | | | 520 cases | 24 units per case @ 8.0 oz per unit | | 14.46 +CRV |
| 50. | 18866 | V8V.Fusion 100% Juice Can Flavor: Strawberry-Banana | Campbell | | | 520 cases | ~~24~~ units per case @ ~~8.0~~ oz per unit 24/8 oz | | 14.46 +CRV |
| 51. | 00228 002300 | V8 100% Vegetable Juice Can | Campbell | | | 20 cases | 24/11.5 oz | | 11.92 +CRV |
| | TBD | | | | | | 48/5.5 oz | | 23.98 +CRV |

B. It is understood that the DISTRICT reserves the right to reject this bid and this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.

C. Bidder agrees to complete the delivery 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 § 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Business & Professions Code §16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.

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 RUSSELL ERWIN whose title is KEY ACCOUNT 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
MUTUALLY AGREED EXTENSION
Extension option for a second year: ✓ option granted __option not granted
MUTUALLY AGREED EXTENSION

J. The Bidder attests to having read and understands all documents contained and referenced in this bid.

K. I, RUSSELL ERWIN the KEY ACCOUNT 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: _____

Signed by: _____

Date: _____

Business Address: _____

_____

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

_____

Other Partners: _____

_____

CORPORATION

Name: _____

(a CALIFORNIA Corporation*)

Business Address: [illegible]

_____

Signed by: _____, President**,
RUSSELL [illegible]

Dated: 4-11-11

* 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: T Fluent

Print Name: Terry Fluent

Title: Director, Purchasing

Date: 5/24/11

CONTRACT TERM

The term of this base contract is for one year beginning May 13, 2011 through May 12, 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**

**A & R WHOLESALE DISTRIBUTORS, INC.**

Bid No. 1011-13 – Snack and Beverage Products called for an original 12-month contract period of May 13, 2011 through May 12, 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 A & R Wholesale Distributors, Inc. pursuant to Bid No. 1011-13, shall be extended for the period May13, 2012 through May 12, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 14, 2012.

The total cost of products requested by District and provided by Vendor under this extension shall not exceed $500,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on May 9, 2011, all other terms of the contract remain in full force and effect.

| DISTRICT | CONTRACTOR |
|---|---|
| **Capistrano Unified School District** | **A & R Wholesale Distributors, Inc.** |
| By: _____ Signature | By: _____ Signature |
| Terry Fluent | Russell Edwin |
| | Print Name |
| Director, Purchasing | KEY ACCOUNT MANAGER |
| | Title |
| Date: 5/24/12 | Date: 5-22-12 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
SNACK AND BEVERAGE PRODUCTS
BID NO. 1011-13
PROPOSED 2012-2013 UNIT BID PRICING

| Line No. | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | | Case Pack and Unit Size | Bid Unit | ***Proposed 2012-2013 Unit Bid Price*** |
|---|---|---|---|---|---|---|---|---|---|
| 1. | Apple Splash 100% Juice Pouch | Capri Sun | | | 337 | cases | 40 units per case @ 6.75 oz per unit | Case | ***$10.24*** |
| 2. | Berry Breeze 100% Juice Pouch | Capri Sun | | | 635 | cases | 40 units per case @ 6.75 oz per unit | Case | ***$10.24*** |
| 3. | Fruit Dive 100% Juice Pouch | Capri Sun | | | 580 | cases | 40 units per case @ 6.75 oz per unit | Case | ***$10.24*** |
| 4. | Rips Juice, Kiwi Strawberry 100% Juice | Cool Tropics | | | 525 | cases | 60 units per case @ 4 oz per unit | Case | ***$26.32*** |
| 5. | Rips Juice, Blue Razz 100% Juice Pouch | Cool Tropics | | | 762 | cases | 60 units per case @ 4 oz per unit | Case | ***$26.32*** |
| 6. | Fruit 66 - All Flavors Cans | Fruit 66 | | | 2453 | cases | 24 units per case @ 8 oz per unit | Case | ***$10.88*** |
| 7. | Gatorade - All Flavors Plastic Bottle | Pepsi | | | 2203 | cases | 48 units per case @ 12 oz per unit | Case | ***$11.80*** |
| 8. | Gatorade - All Flavors Plastic Bottle | Pepsi | | | 11925 | cases | 24 units per case @ 20 oz per unit | Case | ***$17.38*** |
| 9. | Izze Sparkling 100% Juice | Izze | | | 3747 | cases | 24 units per case @ 8.4 oz per unit | Case | ***$12.47*** |
| 10. | Apple Juice 100% Juice Box | Apple & Eve | Juice Bowl | | | | 44 units per case @ 4.23 oz per unit | | ***$9.24*** |
| 11. | Fruit Punch 100% Juice Pouch | HC Plus | | | 580 | cases | 72 units per case @ 4 oz per unit | Case | ***$14.92*** |

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CAPISTRANO UNIFIED SCHOOL DISTRICT
SNACK AND BEVERAGE PRODUCTS
BID NO. 1011-13
PROPOSED 2012-2013 UNIT BID PRICING

| Line No. | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | | Case Pack and Unit Size | Bid Unit | ***Proposed 2012-2013 Unit Bid Price*** |
|---|---|---|---|---|---|---|---|---|---|
| 12. | Milk, Chocolate Shelf Stable - | Team Blitz | | | 454 | cases | 48 units per case @ 8.5 oz per unit | Case | ***not available*** |
| 13. | Milk, Vanilla Shelf Stable - Aseptic Box | Team Blitz | | | 237 | cases | 48 units per case @ 8.5 oz per unit | Case | ***not available*** |
| 14. | Water, Bottled Sport cap | Arrowhead | | | 7858 | cases | 24 units per case @ 23.7 oz per unit | Case | ***$5.65*** |
| 15. | Water, Bottled | Nestle | | | 337 | cases | 24 units per case @ 16.9 oz per unit | Case | ***$3.39*** |
| 16. | Water, Bottled | Nestle | | | 2011 | cases | 48 units per case @ 8 oz per unit | Case | ***$6.25*** |
| 17. | Juice, 100% All Flavors Can | Welchs | | | 492 | cases | 24 units per case @ 11.5 oz per unit | Case | ***$12.39*** |
| 18. | Chex Mix, Hot & Spicy Bag | General Mills | | | 165 | cases | 60 units per case @ 1.75 oz per unit | Case | ***$20.65*** |
| 19. | Chex Mix, Traditional Bag | General Mills | | | 390 | cases | 60 units per case @ 1.75 oz per unit | Case | ***$20.65*** |
| 20. | Corn Nuts, BBQ Bag Bag | Kraft | | | 39 | cases | 144 units per case @ 1.4 oz per unit | Case | ***$42.12*** |
| 21. | Corn Nuts, Chili Picante Bag | Kraft | | | 25 | cases | 144 units per case@ 1.4 oz per unit | Case | ***$42.12*** |
| 22. | Corn Nuts, Ranch Bag | Kraft | | | 100 | cases | 144 units per case@ 1.4 oz per unit | Case | ***$42.12*** |
| 23. | Cheetos, Baked Crunch | Frito Lay | | | 5 | cases | 64 units per case @1.5 oz per unit | Case | ***$24.89*** |
| 24. | Cheetos, Baked Hot Bag | Frito Lay | | | 2478 | cases | 64 units per case @1.5 oz per unit | Case | ***$24.89*** |

CAPISTRANO UNIFIED SCHOOL DISTRICT
SNACK AND BEVERAGE PRODUCTS
BID NO. 1011-13
PROPOSED 2012-2013 UNIT BID PRICING

| Line No. | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | | Case Pack and Unit Size | Bid Unit | ***Proposed 2012-2013 Unit Bid Price*** |
|---|---|---|---|---|---|---|---|---|---|
| 25. | Cheetos, Flamin Hot | Frito Lay | | | 295 | cases | 104 units per case @ 1 oz per unit | Case | ***$24.65*** |
| 26. | Doritos, Baked Nacho Bag | Frito Lay | | | 1152 | 16 cases = 1152 units | 72 units per case @ 1.375 oz per unit | Case | ***$17.10*** |
| | | | | | 1152 | units | 88 units per case @ 1.375 oz per unit | Case | ***$20.90*** |
| 27. | Doritos, Reduced Fat Bag | Frito Lay | | | 289 | cases | 72 units per case @ 1.5 oz per unit | Case | ***$17.10*** |
| 28. | Doritos, Reduced Fat, Cool Ranch | Frito Lay | | | 154 | cases | 72 units per case @ 1.0 oz per unit | Case | ***$17.10*** |
| 29. | Doritos, Reduced Fat Sweet Chili | Frito Lay | | | 143 | cases | 72 units per case @ 1.0 oz per unit | Case | ***$17.10*** |
| 30. | Lays, Baked BBQ Bag | Frito Lay | | | 370 | cases | 64 units per case @ 1.125 oz per unit | Case | ***$24.89*** |
| 31. | Lays, Baked Regular Bag | Frito Lay | | | 1 | cases | 64 units per case @ 1.125 oz per unit | Case | ***$24.89*** |
| 32. | Lays, Baked South Western Bag | Frito Lay | | | 46 | cases | 64 units per case @ 1.125 oz per unit | Case | ***$24.89*** |
| 33. | Ruffles, Baked Cheddar Sour Cream | Frito lay | | | 624 | cases | 64 units per case @ 1.125 oz per unit | Case | ***$24.89*** |
| 34. | Munchies, Hot Mix Bag | Frito Lay | | | 17 | cases | 64 units per case @ 2.0 oz per unit | Case | ***$24.89*** |

CAPISTRANO UNIFIED SCHOOL DISTRICT
SNACK AND BEVERAGE PRODUCTS
BID NO. 1011-13
PROPOSED 2012-2013 UNIT BID PRICING

| Line No. | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | | Case Pack and Unit Size | Bid Unit | ***Proposed 2012-2013 Unit Bid Price*** |
|---|---|---|---|---|---|---|---|---|---|
| 35. | Munchies, Flamin Hot Mix | Frito Lay | | | 57 | cases | 104 units per case @ 1 oz per unit | Case | ***discontinued*** |
| 36. | Quaker Baked Ultimate | Frito Lay | | | 215 | cases | 64 units per case @ 1.75 oz per unit | Case | ***$24.89*** |
| 37. | Pretzel, Rolled Gold Bag | Frito lay | | | 227 | cases | 64 units per case @ 2 oz per unit | Case | ***$24.89*** |
| 38. | Pretzel, Tiny Twist Bag | Frito Lay | | | 8 | cases | 88 units per case @ 1 oz per unit | Case | ***$24.65*** |
| 39. | Pretzel, Buttery Bag | Snak Club | | | 300 | cases | 200 units per case @ .75 oz per unit | Case | ***no bid*** |
| | | | Snyders | | | cases | 88 units per case @ .9 oz per case | Case | ***discontinued*** |
| 40. | Fantastix, Chili Cheese Bag | Frito Lay | | | 43 | cases | 104 units per case @ 1 oz per unit | Case | ***$24.65*** |
| 41. | Tostitos Scoop, Bakes | Frito Lay | | | 630 | cases | 72 units per case @ .875 oz per unit | Case | ***$17.10*** |
| 42. | Fritos, Corn Chips Bag | Frito Lay | | | 315 | cases | 120 units per case @ .75 oz per unit | Case | ***$14.94*** |
| 43. | Popcorn, Kettlecorn Bag | Jonny Rapp's | | | 250 | cases | 90 units per case @ 1 oz per unit | Case | ***discontinued*** |
| 44. | Popcorn, Kettlecorn Bag | Indiana | | | 231 | cases | 48 units per case @ 1 oz per unit | Case | ***$16.68*** |
| 45. | Popcorn, Low Fat Fresh | Cal Snack | | | 424 | cases | 24 units per case @ 1.25 oz per unit | Case | ***$5.36*** |
| 46. | Popcorn, Sweet & Tangy BBQ | Indiana | | | 250 | cases | 48 units per case @ 1 oz per unit | Case | ***$16.68*** |

CAPISTRANO UNIFIED SCHOOL DISTRICT
SNACK AND BEVERAGE PRODUCTS
BID NO. 1011-13
PROPOSED 2012-2013 UNIT BID PRICING

| Line No. | Product Description | Brand Name | Alternate Brand Name | Alternate Brand Product Code | Est. Yearly Usage | | Case Pack and Unit Size | Bid Unit | ***Proposed 2012-2013 Unit Bid Price*** |
|---|---|---|---|---|---|---|---|---|---|
| 47. | Chicharinas, Chili Lime Bag | Rudolphs | | | 154 | cases | 40 units per case @ 1 oz per unit | Case | ***no bid*** |
| 48. | Lava Bites, Whole Grain Bag | MJM | | | 108 | cases | 60 units per case @ 1.5 oz per unit | Case | ***$20.65*** |
| 49. | V8V.Fusion 100% Juice Can Flavor: Pomgranate | Campbell | | | 520 | cases | 24 units per case @ 8.0 oz per unit | Case | ***$14.46*** |
| 50. | V8V.Fusion 100% Juice Can Flavor: Pomgranate | Campbell | | | 520 | cases | 24 units per case @ 8.0 oz per unit | Case | ***$14.46*** |
| 51. | V8 100% Vegetable Juice Can | Campbell | | | 480 | 20 cases = 480 units | 24 units per case @11.5 oz | Case | ***$11.92*** |
| | | | | | | | 48 units per case @5.5 oz | | ***$23.98*** |

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CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 24, 2013
Classified Employees

## ACCEPT RESIGNATIONS/TERMINATIONS

| Name | Position Title | Reason | Original Hire Date | Date of Separation |
|---|---|---|---|---|
| 1. Ba, Zeinebou | Sub Student Supvr | Voluntary | 11/15/2012 | 04/03/2013 |
| 2. Cancinos, Silvia | Blngl Inst Asst | Other Employment | 12/02/2002 | 04/14/2013 |
| 3. Dilbeck, Cory | Walk on Coach | District Initiated | 11/13/2003 | 04/11/2013 |
| 4. Gross, Rachel | ASB Worker | District Initiated | 09/01/2009 | 04/11/2013 |
| 5. Hall, Ellen | Inst Asst-Sp Ed | Other Employment | 09/14/2010 | 03/29/2013 |
| 6. Huber, Charlene | Transp Dispatcher | Retirement | 11/08/1994 | 04/30/2013 |
| 7. Lee, Karen | Inst Asst-Science | Retirement | 09/07/1989 | 06/11/2013 |
| 8. Ross, Kirsten | Lead Risk Mgmt Tech | Other Employment | 09/23/1996 | 04/19/2013 |
| 9. Tupper, Irene | FS Worker | Personal | 01/10/2012 | 04/01/2013 |

## APPROVE EMPLOYMENT

| Name | Position-Part Time | Salary | Range Step | Effective Date |
|---|---|---|---|---|
| 10. Cenan, Donna | Inst Asst-Sp Ed (9.5mo/17.5hpw) | $14.08 hr | R20-1 | 04/25/2013 |
| 11. Collister, Megan | Inst Asst (9.5mo/17.5hpw) | $13.74 hr | R19-1 | 04/25/2013 |
| 12. Ghosn, Ghada | MS Library Media Tech (10.5mo/20hpw) | $17.15 hr | R26-2 | 04/25/2013 |
| 13. Hansen, Dragica | Inst Asst-Presch (9.5mo/10.5hpw) | $15.16 hr | R23-1 | 04/29/2013 |
| 14. Johnson, Karen | IF-Sp Ed (9.5mo/17.5hpw) | $14.79 hr | R22-1 | 04/25/2013 |
| 15. Lash, Lisa | IF-Sp Ed (9.5mo/17.5hpw) | $14.79 hr | R22-1 | 04/25/2013 |
| 16. Nee, Kathy | Inst Asst-Sp Ed (9.5mo/17.5hpw) | $14.08 hr | R20-1 | 04/25/2013 |
| 17. Nelson, Yesenia | Inst Asst-Science (9.5mo/15hpw) | $15.15 hr | R19-3 | 04/25/2013 |
| 18. Ohlinger, Susan | IF-Sp Ed (9.5mo/17.5hpw) | $14.79 hr | R22-1 | 04/25/2013 |
| 19. Robbins, Delia | Blngl Inst Asst-Sp Ed (9.5mo/17.5hpw) | $14.79 hr | R22-1 | 04/25/2013 |
| 20. Sheffield, Lorri | IF-Sp Ed (9.5mo/17.5hpw) | $14.79 hr | R22-1 | 04/25/2013 |
| 21. Shrader, Erika | Inst Asst-Sp Ed (9.5mo/17.5hpw) | $14.08 hr | R20-1 | 04/25/2013 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 24, 2013
Classified Employees

**APPROVE EMPLOYMENT (Cont.)**

| Name | Position-Part Time | Salary | Range Step | Effective Date |
|---|---|---|---|---|
| 22. Snyder, Susan | Inst Asst-Presch (9.5mo/10hpw) | $15.16 hr | R23-1 | 04/25/2013 |
| 23. Wilson, Jaclyn | Elem Library Media Tech (9.5mo/17.5hpw) | $15.54 hr | R24-1 | 04/25/2013 |

| Name | Position-Substitute | Salary | Range Step | Effective Date |
|---|---|---|---|---|
| 24. Barrios, Alex | Custodian I | $16.33 hr | R26-1 | 04/25/2013 |
| 25. Bran, Cara | Student Supvr | $10.00 hr | | 04/25/2013 |
| 26. Cancinos, Silvia | Blngl Inst Asst | $14.43 hr | R21-1 | 04/15/2013 |
| 27. Cuellar Ortiz, Fernando | Custodian I | $16.33 hr | R26-1 | 04/25/2013 |
| 28. Forman, Steven | Custodian I | $16.33 hr | R26-1 | 04/25/2013 |
| 29. Gudino, Gigi | IF-Sp Ed | $14.79 hr | R22-1 | 04/25/2013 |
| | Inst Asst-Sp Ed | $14.08 hr | R20-1 | |
| | Inst Asst-Sp Ed Presch | $13.74 hr | R19-1 | |
| 30. Hanson, Robin | Custodian I | $16.33 hr | R26-1 | 04/25/2013 |
| 31. Herrera, Eugene | Custodian I | $16.33 hr | R26-1 | 04/25/2013 |
| 32. Keiser, MacKenzie | Student Supvr | $10.00 hr | | 04/25/2013 |
| 33. Lee, Karen | Inst Asst | $13.74 hr | R19-1 | 06/12/2013 |
| 34. Manjarrez, Gerardo | Custodian I | $16.33 hr | R26-1 | 04/25/2013 |
| 35. Ramirez, Luis | Custodian I | $16.33 hr | R26-1 | 04/25/2013 |
| 36. Smith, Cayla | IF-Sp Ed | $14.79 hr | R22-1 | 04/25/2013 |
| | Inst Asst-Sp Ed | $14.08 hr | R20-1 | |
| | Inst Asst-Sp Ed Presch | $13.74 hr | R19-1 | |
| 37. Stock, Taryn | Student Supvr | $10.00 hr | | 04/25/2013 |
| 38. Tupper, Irene | FS Worker | $12.14 hr | R14-1 | 04/25/2013 |

| Name | Position-Short Term | Salary | Effective Date |
|---|---|---|---|
| 39. Ahmadi, Fereshta | Student Worker | $ 8.00 hr | 03/13/2013-06/30/2013 |
| 40. Becker, Estela | Student Supvr | $10.00 hr | 04/25/2013 |
| 41. Benson, Paige | Student Worker | $ 8.00 hr | 03/12/2013-05/31/2013 |
| 42. Benson, Paige | Student Worker | $ 8.00 hr | 04/04/2013-06/11/2013 |
| 43. Cervantes, Mayra | Student Worker | $ 8.00 hr | 02/28/2013-06/30/2013 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 24, 2013
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## APPROVE EMPLOYMENT (Cont.)

| Name | Position-Short Term | Salary | Effective Date |
|---|---|---|---|
| 44. Cruz, Diana | Student Worker | $ 8.00 hr | 03/05/2013-06/11/2013 |
| 45. Degalia, Zachary | Student Worker | $ 8.00 hr | 04/01/2013-06/30/2013 |
| 46. Gapp, Caroline | Student Supvr | $10.00 hr | 04/25/2013 |
| 47. Hernandez, Mitzi | Student Worker | $ 8.00 hr | 03/01/2013-06/30/2013 |
| 48. Lee, Alexander | Student Worker | $ 8.00 hr | 04/01/2013-06/30/2013 |
| 49. McGinnis, Aaron | Student Worker | $ 8.00 hr | 04/01/2013-06/30/2013 |
| 50. Murray, Kevin | Student Worker | $ 8.00 hr | 04/01/2013-06/30/2013 |
| 51. Peralez, Marissa | Student Worker | $ 8.00 hr | 02/01/2013-06/30/2013 |
| 52. Rana, Mutahira | Student Worker | $ 8.00 hr. | 04/01/2013-06/30/2013 |
| 53. Rodriguez-Pimental | Student Worker | $ 8.00 hr | 04/01/2013-06/30/2013 |
| 54. Sadek, Caesar | Sch Bus Driver Trainee | $ 8.00 hr | 12/18/2012-01/09/2013 |
| 55. Sammut, John | Student Worker | $ 8.00 hr | 04/01/2013-06/30/2013 |
| 56. Shryne, Matthew | Student Worker | $ 8.00 hr | 03/15/2013-06/30/2013 |
| 57. Viramontes, Victor | Student Worker | $ 8.00 hr | 03/09/2013 |
| 58. Wehbe, Mary | Student Worker | $ 8.00 hr | 04/01/2013-06/30/2013 |
| 59. Witkowski, Paige | Student Worker | $ 8.00 hr | 04/01/2013-06/30/2013 |

## APPROVE CO-CURRICULAR ASSIGNMENTS

| Name | Position | Location | Salary | Effective Date |
|---|---|---|---|---|
| 60. McFadden, Jinkee | Lacrosse, Girls Varsity (Head) | San Juan Hills HS | $3,261.00 | 02/01/2013-05/10/2013 |
| 61. Perry, Charles | Volleyball, Boys Varsity (Asst) | Capistrano Valley HS | $2,609.00 | 02/23/2013-05/11/2013 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 24, 2013
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## APPROVE CIF CO-CURRICULAR ASSIGNMENTS

| Name | Position | Location | Salary | Effective Date |
|---|---|---|---|---|
| 62. Johnson, Edmund | Basketball, Girls Varsity (Head) | Aliso Niguel HS | $ 347.80 | 02/07/2013 |
| 63. Miramontes, Jesus | Soccer, Girls Varsity (Asst) | Aliso Niguel HS | $ 326.10 | 02/07/2013 |

## APPROVE ASB FUNDED ASSIGNMENTS @ $10.00 PER UNIT

| Name | Position | Location | Salary | Effective Date |
|---|---|---|---|---|
| 64. Bobovnik, Mike | Track, (Asst) | Dana Hills HS | $1,000.00 | 03/11/2012-05/03/2013 |
| 65. Caban, Jenessa | Colorguard | San Juan Hills HS | $5,000.00 | 02/01/2013-06/30/2013 |
| 66. Carlin, Matthew | Volleyball, Boys (Asst) | Capistrano Valley HS | $2,174.00 | 02/23/2013-05/01/2013 |
| 67. Durst, Tracy | Trainer | Tesoro HS | $6,000.00 | 01/07/2013-06/12/2013 |
| 68. Evans, Dean | Lacrosse, Boys (Asst) | Capistrano Valley HS | $3,000.00 | 02/23/2013-05/01/2013 |
| 69. Garcia, Nicholas | Lacrosse, Boys (Asst) | Capistrano Valley HS | $2,000.00 | 03/01/2013-05/10/2013 |
| 70. Gowanni, Fady | Swimming, (Asst) | Aliso Niguel HS | $1,500.00 | 03/15/2013-05/03/2013 |
| 71. Hixson, Christopher | Drama, High School | Aliso Niguel HS | $3,000.00 | 02/25/2013-04/28/2013 |
| 72. Ludwig, Suzanne | Tennis, Varsity (Asst) | Dana Hills HS | $ 800.00 | 02/18/2013-05/03/2013 |
| 73. Marshall, Christian | Baseball, (Asst) | San Clemente HS | $2,000.00 | 02/11/2013-05/10/2013 |
| 74. Napora, Justin | Baseball, (Asst) | San Juan Hills HS | $2,500.00 | 02/01/2013-05/10/2013 |
| 75. Newberry, Daniel | Water Polo | San Juan Hills HS | $2,300.00 | 03/01/2013-06/15/2013 |
| 76. Seymour, Chad | Track, (Asst) | Aliso Niguel HS | $1,500.00 | 04/22/2013-05/03/2013 |
| 77. Stuart, Cris | Choreographer | Capistrano Valley HS | $2,000.00 | 01/15/2013-04/30/2013 |
| 78. Tintle, Nicholas | Lacrosse, (Asst) | Tesoro HS | $2,174.05 | 02/23/2013-05/10/2013 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

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## APPROVE ASB FUNDED ASSIGNMENTS @ $10.00 PER UNIT (Cont.)

| Name | Position | Location | Salary | Effective Date |
|---|---|---|---|---|
| 79. Trevino, Rich | Wrestling, Varsity (Asst) | Aliso Niguel HS | $2,400.00 | 04/01/2013-07/19/2013 |
| 80. Worthington, Arielle | Swimming, (Asst) | Aliso Niguel HS | $2,750.00 | 02/11/2013-05/03/2013 |

## APPROVE EMPLOYMENT PENDING CLEARANCES

| Name | Position-Part Time | Salary | Range Step | Earliest Effective Date |
|---|---|---|---|---|
| 81. Folsom, Jennifer | Inst Asst-Sp Ed (9.5mo/17.5hpw) | $14.08 hr | R20-1 | 04/25/2013 |
| 82. Harmon, Cheryl | MS Campus Supvr (9.5mo/15hpw) | $15.93 hr | R25-1 | 04/25/2013 |
| 83. Hayden, Kimberly | Elem Library Media Tech (9.5mo/17.5hpw) | $15.54 hr | R24-1 | 04/25/2013 |
| 84. Mottle, Allison | Inst Asst-Computer Lab (9.5mo/17.5hpw) | $13.74 hr | R19-1 | 04/25/2013 |
| 85. Wilson, Jaclyn | Elem Library Media Tech (9.5mo/17.5hpw) | $15.54 hr | R24-1 | 04/25/2013 |

## APPROVE PROMOTION

| Name | Former Position | Promotion | Range Step | Effective Date |
|---|---|---|---|---|
| 86. Deering, Gina | Inst Asst-Sp Ed (9.5mo/17.5hpw) | IF-Sp Ed (9.5mo/30hpw) | R22-1 | 04/25/2013 |
| 87. Harris, Heidi | Sch Bus Driver/Delegated Behind the Wheel Trainer (9.5mo/40hpw) | State Certified Instructor (12mo/40hpw) | R30-20 | 04/25/2013 |
| 88. Huber, Charlene | Transp Dispatcher (12mo/40hpw) | Supvr IV, Transp Operations (Temp/40hpw) | R36-3 | 03/18/2013-03/29/2013 |
| 89. Jacobson, Julia | Inst Asst-Sp Ed (9.5mo/17.5hpw) | IF-Sp Ed (9.5mo/30hpw | R22-2 | 04/25/2013 |
| 90. McKinney, Matthew | Tech Support Spec I (12mo/40hpw) | Tech Support Spec III (12mo/40hpw) | R48-3 | 04/25/2013 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 24, 2013
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## APPROVE PROMOTION (Cont.)

| Name | Former Position | Promotion | Range Step | Effective Date |
|---|---|---|---|---|
| 91. Rosales, Mercedes | Accounting Tech I (12mo/40hpw) | Lead Accounting Tech (12mo/40hpw) | R41-10 | 04/25/2013 |
| 92. Scarola, Denice | Benefits Tech (12mo/40hpw) | Lead Risk Mgmt Tech (Temp/40hpw) | R36-10 | 04/25/2013 |

## APPROVE REASSIGNMENTS

| Name | Former Position | Reassignment | Range Step | Effective Date |
|---|---|---|---|---|
| 93. Norman, Ellesse | IF-Sp Ed (9.5mo/17.5hpw) | IF-Autism (9.5mo/30hpw) | R22-1 | 04/25/2013 |
| 94. Talafus, Susan | Health Asst (9.5mo/17.5hpw) | Elem Sch Clerk (10.5mo/40hpw) | R26-10 | 04/25/2013 |

## APPROVE ASSIGNMENT ADJUSTMENTS

| Name | Former Position | Assignment Adjustment | Range Step | Effective Date |
|---|---|---|---|---|
| 95. Atchity, Shauna | IF-Sp Ed (9.5mo/17.5hpw) | IF-Sp Ed (9.5mo/30hpw) | R22-2 | 04/25/2013 |
| 96. Oliveras, Aimee | IF-Sp Ed (9.5mo/17.5hpw) | IF-Sp Ed (9.5mo/30hpw) | R22-5 | 04/25/2013 |

## APPROVE TEMPORARY ADDITIONAL ASSIGNMENT PAY AT REGULAR RATE OF PAY

| Name | Additional Assignment | Effective Date |
|---|---|---|
| 97. Azzazy, Amparo | Blngl Comm Svcs Liaison TAA NTE 21 hrs (Provide parent education and outreach to English learner parents) | 02/23/2013-03/09/2013 |
| 98. Bacopulos, Dana | Inst Asst-Sp Ed TAA NTE 17.5 hrs (Attend CAT classes) | 01/29/2013-03/14/2013 |
| 99. Cabrera, Alicia | Blngl Comm Svcs Liaison TAA NTE 2 hrs (Translate for IEP) | 03/12/2013 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT**
**PAY AT REGULAR RATE OF PAY (Cont.)**

| Name | Additional Assignment | Effective Date |
|---|---|---|
| 100. Cancinos, Silvia | Blngl Inst Asst<br>TAA NTE 35 hrs (Translate documents with Spanish speaking parents) | 03/19/2013-<br>04/14/2013 |
| 101. Eiler, Christine | IF-Sp Ed<br>TAA NTE 17.5 hrs (Attend CAT classes) | 01/29/2013-<br>03/14/2013 |
| 102. Gervais, Karen | IF-Sp Ed<br>TAA NTE 17.5 hrs (Attend CAT classes) | 01/29/2013-<br>03/14/2013 |
| 103. Grant, Mary | Presch Teacher<br>TAA NTE 40 hrs (Attend IEP meetings) | 10/01/2012-<br>06/30/2013 |
| 104. Greenup, Behnaz | Inst Asst-Sp Ed<br>TAA NTE 17.5 hrs (Attend CAT classes) | 01/29/2013-<br>03/14/2013 |
| 105. Hall, Ellen | Inst Asst-Sp Ed<br>TAA NTE 17.5 hrs (Attend CAT classes) | 01/29/2013-<br>03/14/2013 |
| 106. Jurdi, Ghada | Presch Teacher<br>TAA NTE 40 hrs (Attend IEP meetings) | 10/01/2013-<br>06/30/2013 |
| 107. Lee, Nancy | Presch Teacher<br>TAA NTE 40 hrs (Attend IEP meetings) | 10/01/2013-<br>06/30/2013 |
| 108. Martinez, Zonia | Blngl Comm Svcs Liaison<br>TAA NTE 21 hrs (Provide parent education and outreach to English learner parents) | 02/23/2013-<br>03/09/2013 |
| 109. Mata, Sharon | IF-Sp Ed<br>TAA NTE 17.5 hrs (Attend CAT classes) | 01/29/2013-<br>03/14/2013 |
| 110. Middleton, Lisa | IF-Sp Ed<br>TAA NTE 17.5 hrs (Attend CAT classes) | 01/29/2013-<br>03/14/2013 |
| 111. Mushnick, Larisa | Inst Asst-Sp Ed<br>TAA NTE 17.5 hrs (Attend CAT classes) | 01/29/2013-<br>03/14/2013 |
| 112. Price, Rosa | IF-Sp Ed<br>TAA NTE 17.5 hrs (Attend CAT classes) | 01/29/2013-<br>03/14/2013 |
| 113. Rendon, Polly | Inst Asst-Sp Ed<br>TAA NTE 8.25 hrs (Attend CAT classes) | 01/29/2013-<br>03/14/2013 |
| 114. Stocksdale, Carol | Inst Asst-Science<br>TAA NTE 13 hpw (Prepare for science week events) | 03/11/2013-<br>05/01/2013 |
| 115. Velasquez, Kimberly | IF-Sp Ed<br>TAA NTE 17.5 hrs (Attend CAT classes) | 01/29/2013-<br>03/14/2013 |
| 116. Werner, Marie | MS Library Media Tech<br>TAA NTE 11.5 hrs (Automate the K-5 science kits) | 01/09/2013-<br>02/07/2013 |
| 117. Williams, Brooke | IF-Sp Ed<br>TAA NTE 56 hrs (Support special ed students during outdoor science camp) | 05/21/2013-<br>05/24/2013 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 24, 2013
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## APPROVE TEMPORARY ADDITIONAL ASSIGNMENT PAY AT REGULAR RATE OF PAY (Cont.)

| Name | Additional Assignment | Effective Date |
|---|---|---|
| 118. Wilson Wiley, Stephanie | IF-Sp Ed<br>TAA NTE 17.5 hrs (Attend CAT classes) | 01/29/2013-03/14/2013 |
| 119. Wisneiwski, Margaret | IF-Sp Ed<br>TAA NTE 1 hr (Escort special ed student during bus ride home) | 02/27/2013 |

## APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED FOR VACANT POSITION OR ABSENT EMPLOYEE

| Name | Current Position | Position Sub As Needed | Range Step | Effective Date |
|---|---|---|---|---|
| 120. Currie, Kim | Inst Asst-Sp Ed (9.5mo/17.5hpw) | Campus Supvr | R23-1 | 03/07/2013 |
| 121. Grable, Patty | Sch Clerk II (10mo/40hpw) | Sch Receptionist | R23-10 | 06/24/2013 |
| 122. Maloney, Lisa | Inst Asst-Sp Ed (9.5mo/17.5hpw) | IF-Sp Ed | R22-4 | 03/11/2013 |

## APPROVE LEAVES OF ABSENCE

| Name | Reason | Effective Date |
|---|---|---|
| 123. Matsumoto, Brian | Personal | 03/14/2013-03/20/2013 |

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CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 24, 2013
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## ACCEPT RESIGNATIONS/TERMINATIONS

| Name | Position Title | Reason | Original Hire Date | Date of Separation |
|---|---|---|---|---|
| 1. Bari, Kathy | Director IV, Educational Tech | Retirement | 08/30/1991 | 06/30/2013 |
| 2. Blair, Maureen | Substitute Teacher | District Initiated | 01/11/2007 | 04/01/2013 |
| 3. Burke, Terence | Substitute Teacher | District Initiated | 04/21/2011 | 04/02/2013 |
| 4. Chavez, Jose | Substitute Teacher | District Initiated | 03/01/2012 | 04/02/2013 |
| 5. Cortese, Aline | Substitute Teacher | District Initiated | 08/19/2010 | 03/27/2013 |
| 6. Farley, Andrea | Teacher | Retirement | 09/05/1984 | 06/12/2013 |
| 7. Gordon, Midori | Substitute Teacher | District Initiated | 09/03/2009 | 04/01/2013 |
| 8. Green, Laura | Substitute Teacher | District Initiated | 03/03/2009 | 04/02/2013 |
| 9. Heineman, Kristie | Substitute Teacher | District Initiated | 01/28/2009 | 03/27/2013 |
| 10. Hinman, Gretchen | Substitute Teacher | District Initiated | 11/08/2011 | 04/01/2013 |
| 11. Kulm, Steven | Substitute Teacher | Other Employment | 10/26/2012 | 04/17/2013 |
| 12. Lasher, Anna | Substitute Teacher | Personal | 10/17/2012 | 03/26/2013 |
| 13. Mendoza, Angela | Substitute Teacher | Voluntary | 09/25/2013 | 03/26/2013 |
| 14. More, Linda | Teacher | Retirement | 04/12/1989 | 06/13/2013 |
| 15. O'Reilly, Melissa | Substitute Teacher | District Initiated | 10/13/2011 | 04/01/2013 |
| 16. Pakingan, Michelle | Substitute Teacher | District Initiated | 10/05/2010 | 04/01/2013 |
| 17. Pena, Irma | Substitute Teacher | Personal | 10/16/2012 | 03/25/3013 |
| 18. Poth, Melissa | Substitute Teacher | District Initiated | 10/20/2003 | 04/01/2013 |
| 19. Powell, Christopher | Substitute Teacher | District Initiated | 09/04/2012 | 04/01/2013 |
| 20. Robison Melissa | Substitute Teacher | District Initiated | 10/11/2011 | 04/01/2013 |
| 21. Rodriguez, Alejandro | Substitute Teacher | District Initiated | 09/22/2008 | 04/01/2013 |
| 22. Rodriguez-Morris, Evamarie | Substitute Teacher | District Initiated | 06/07/2010 | 04/01/2013 |
| 23. Rosa, Lynley | Substitute Teacher | District Initiated | 02/03/2004 | 04/01/2013 |
| 24. Sabin, Shayla | Substitute Teacher | District Initiated | 10/06/2006 | 04/01/2013 |
| 25. Salway, Andrew | Substitute Teacher | District Initiated | 09/27/2010 | 04/01/2013 |
| 26. Sands, Anita | Substitute Teacher | District Initiated | 10/30/1997 | 04/01/2013 |
| 27. Sarno, Arthur | Substitute Teacher | District Initiated | 09/28/2011 | 04/01/2013 |
| 28. Schecter, Susan | Substitute Teacher | District Initiated | 10/30/2002 | 04/01/2013 |
| 29. Schuda, Leslie | Asst Principal-HS | Retirement | 08/12/1999 | 06/30/2013 |
| 30. Schutz, Elizabeth | Substitute Teacher | District Initiated | 10/04/2011 | 04/01/2013 |
| 31. Sedlak, Robert | Substitute Teacher | District Initiated | 10/12/2011 | 04/01/2013 |
| 32. Shuman, Aaron | Substitute Teacher | District Initiated | 02/25/2011 | 04/01/2013 |
| 33. Skelton, Richard | Substitute Teacher | District Initiated | 02/03/2006 | 04/01/2013 |
| 34. Slomsky, Lisa | Substitute Teacher | District Initiated | 03/29/2012 | 02/25/2013 |
| 35. Stern, Alexandria | Substitute Teacher | District Initiated | 05/15/2012 | 04/01/2013 |
| 36. Stone, Lisa | Substitute Teacher | District Initiated | 02/01/2010 | 04/01/2013 |
| 37. Streitfeld, Joseph | Substitute Teacher | District Initiated | 03/09/2010 | 04/01/2013 |

EXHIBIT 41

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

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## ACCEPT RESIGNATIONS/TERMINATIONS (Cont.)

| Name | Position Title | Reason | Original Hire Date | Date of Separation |
|---|---|---|---|---|
| 38. Suggs, Michelle | Substitute Teacher | District Initiated | 10/11/2011 | 04/01/2013 |
| 39. Teiman, Michael | Substitute Teacher | District Initiated | 10/12/2011 | 04/01/0213 |
| 40. Thrift, Bryson | Substitute Teacher | Voluntary | 03/14/2013 | 03/25/2013 |
| 41. Toohey, Michelle | Substitute Teacher | District Initiated | 10/11/2011 | 04/02/2013 |
| 42. Toretsky, Courtney | Substitute Teacher | District Initiated | 05/15/2012 | 04/02/2013 |
| 43. Ullrich, Paul | Substitute Teacher | District Initiated | 10/07/2011 | 04/02/2013 |
| 44. Vanderboss, Rachel | Substitute Teacher | District Initiated | 10/11/2011 | 04/02/2013 |
| 45. Voccola, Michelle | Substitute Teacher | District Initiated | 12/15/2012 | 04/02/2013 |
| 46. Walker, Michelle | Substitute Teacher | District Initiated | 05/24/2011 | 04/02/2013 |
| 47. Warman, Christina | Substitute Teacher | District Initiated | 03/26/2008 | 04/02/2013 |
| 48. Webster, Anne | Substitute Teacher | District Initiated | 10/12/2011 | 04/02/2013 |
| 49. White, Kathleen | Substitute Teacher | District Initiated | 10/18/2001 | 04/02/2013 |
| 50. White, Richard | Substitute Teacher | District Initiated | 10/15/2007 | 04/02/2013 |
| 51. Wilemon, Debora | Substitute Teacher | District Initiated | 11/24/2008 | 04/02/2013 |
| 52. Willis, Brenda | Substitute Teacher | District Initiated | 10/17/2012 | 04/01/2013 |
| 53. Wray, Marvin | Substitute Teacher | District Initiated | 05/05/2012 | 04/02/2013 |
| 54. Yi, Brian | Substitute Teacher | District Initiated | 10/07/2011 | 04/02/2013 |

## APPROVE EMPLOYMENT

| Name | 1st Year Temporary | Annual Salary | Column/ Step | Effective Date |
|---|---|---|---|---|
| 55. Messina-Kleinman, Deborah | Teacher | $48,312 | A-1 | 04/25/2013 |

## APPROVE SUBSTITUTE TEACHERS

Pay @ $90.00 per day

56. Ben-Jacob, Ashley
57. Bisch, Jonathan
58. Eckert Toler, Jennifer
59. Elmasri, Joseph
60. Freeman, Andrew
61. Glynn-Litman, Kay
62. Greub, Eston
63. Namazi, Nushin
64. Nguyen-Motakef, Kelly
65. Rivera, Janelle
66. Stanbury, Conan
67. Tsichlis, Christopher
68. Viloria, Asia
69. Whelchel, Scott

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

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## APPROVE 6/5ths ASSIGNMENT 2nd SEMESTER

70. Ploskina, Candace**
71. Swenson, Elizabeth**

* Special Education Teacher
** Not enough courses to hire an additional teacher (sections are within the site's staffing allocation)

## APPROVE ADDITIONAL ASSIGNMENTS

Home/Hospital Instruction – Multiple Sites
Not to exceed 5 hpw instructional pay @ $35.00 per hour
03/12/2013-06/30/2013

72. Ahmer, Matt
73. Andreasen, Amy
74. Breithaupt, Theresa
75. Clinkinbeard, Marie
76. Fish, Manisha
77. Hawkins, Tracy
78. Heavlin, Johanna
79. McElfish, Wendy
80. Morgan, Shauna
81. Murphy, Melissa
82. Place, Sue
83. Rigby, Mike

Saturday School – Multiple Sites
Not to exceed 24 hours instructional pay @ $35.00 per hour
03/02/2013-06/11/2013

84. Beukema, John
85. Reideler, Shannon

ELD Advisor – Hankey Elem
Not to exceed 15 hours non-instructional pay @ $30.00 per hour
09/05/2012-06/11/2013

86. Rumpf, Stacy

Release Time – Laguna Niguel Elem
Not to exceed 6 hours non-instructional pay @ $30.00 per hour
02/28/2013-06/07/2013

87. Clark, Scott

Morning Math Program for ELL Students – Oak Grove Elem
Not to exceed 10.5 hours instructional pay @ $35.00 per hour
04/25/2013-06/07/2013

88. Elliott, Christopher
89. Johnson, Robert
90. Short, Curtis

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

After School Invention for EL Students – San Juan Elem
Not to exceed 9 hours instructional pay @ $35.00 per hour
03/28/2013-06/11/2013

91. DeLira, Veronica
92. Gearn, Gina
93. Gerson, Victoria
94. Jacques, Pierre
95. Marcelli, Marybel
96. Porter, Jacqueline
97. Ramirez, Theresa
98. Rayes, Maribel
99. Sandoval, Rocio
100. Tawil, Gracie
101. Ward, Yesenia

SIOP Training – Tijeras Creek Elem
Not to exceed 6 hours non-instructional pay @ $30.00 per hour
03/08/2013

102. Mossbarger, Christine

Present Family Life Video for Parents to Review – Aliso Viejo MS
Not to exceed 1 hour non-instructional pay @ $30.00 per hour
05/01/2013-05/31/2013

103. Berube, Wendy
104. Mills, Amber

After School ELAC Meetings – Don Juan Avila MS
Not to exceed 10 hours non-instructional pay @ $30.00 per hour
04/01/2013-06/11/2013

105. Neeve, Peter

After School Homework Club – Newhart MS
Not to exceed 94 hours instructional pay @ $35.00 per hour
10/03/2012-05/30/2013

106. Besseling, Quirine
107. Grant, Meagan
108. McFaul, Maribeth
109. Meyer, Ruthie
110. Reardon, Lisa

AP Biology Review – Dana Hills HS
Not to exceed 6 hours instructional pay @ $35.00 per hour
05/08/2013-05/11/2013

111. Gammell, Mark

Activity Director Vacancy – San Clemente HS
Not to exceed 15 hours non-instructional pay @ $30.00 per hour
03/01/2013-03/14/2013

112. Dowel, John

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Saturday School Substitutes – San Clemente HS
Not to exceed 24 hours instructional pay @ $35.00 per hour
04/05/2013-06/08/2013

113. Dutton, Caroline
114. Finnsson, Jamie
115. Lewis, Ann
116. Ortiz, Jaime

CAHSEE Boot Camp for EL Learners – San Juan Hills HS
Not to exceed 8 hours instructional pay @ $35.00 per hour
Not to exceed 2 hours non-instructional pay @ $30.00 per hour
02/01/2013-06/11/2013

117. Koehler, Courtney
118. Nolan, Catherine

Provide CST Test Preparation for EL Students – San Juan Hills HS
Not to exceed 5 hours instructional pay @ $35.00 per hour
Not to exceed 1 hour non-instructional pay @ $30.00 per hour
04/01/2013-06/11/2013

119. Briggs, Charles
120. Cowell, Sarah
121. Hall, David
122. Kaiser, William
123. LaRue, Rich
124. Moore, Farrel
125. Nolan, Catherine
126. Unzueta, Gabrielle
127. Wagner, Mark

Mock Trial Advisor – Tesoro HS
Not to exceed 31.25 hours instructional pay @ $35.00 per hour
09/04/2012-02/01/2013

128. Harnett, Colleen

Speech/Debate Advisor – Tesoro HS
Not to exceed 31.25 hours instructional pay @ $35.00 per hour
09/04/2012-02/01/2013

129. Mooney, Mark

Teach in the HSD and GED Department – Adult Education
Sub as needed pay @ $32.00 per hour
03/18/2013-06/11/2013

130. Puelma, Estela

Video Production – Communications
Not to exceed 30 hours non-instructional pay @ $30.00 per hour
04/01/2013-06/30/2013

131. Ohnstad, Jon

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Develop the Technology Users Guide for the C2Sea Backpacks – Education Services
Not to exceed 3 hours non-instructional pay @ $30.00 per hour
03/08/2013-03/15/2013

132. Morgan, John

Placement Tests and Common Core – Education Services
Not to exceed 40 hours non-instructional pay @ $30.00 per hour
06/11/2013-06/30/2013

133. Chamberlain, David

Serving on the Common Core Resource Development Team – Education Services
Not to exceed 8 hours non-instructional pay @ $30.00 per hour
03/28/2013-04/30/2013

134. Anderson, Amanda
135. Arambula, Michele
136. Baker, John
137. Brown, John
138. Cummings, Toni
139. Enmeier, Mark
140. Garell, Nancy
141. Garrity, Christine
142. Goit, Jenny
143. Gosselin, Eric
144. Halterman, Jody
145. Hatchel, Steven
146. Hewko Goulet, Erin
147. Jindra, Kimberly
148. Johnson, Dawn
149. Kerr, Lisa
150. Martinez-Heavlin, Johanna
151. Maxwell, Matthew
152. Miller, Sharon
153. Miyamoto, Deb
154. Morgan, John
155. Oldroyd, Brenda
156. Pagani, Ann
157. Pearce, Deanna
158. Persinger, Megan
159. Sanchez, Lynn
160. Silverthorne, Elizabeth
161. Skidmore, Michelle
162. Torres, Tiffany
163. Wegner, Katie
164. Young, Greg

Serving on the Elementary Advisory Board – Education Services
Not to exceed 10 hours non-instructional pay @ $30.00 per hour
12/01/2012-06/14/2013

165. Sherburne, Catherine

Assist with Concerts – Music
Not to exceed 5 hours non-instructional pay @ $30.00 per hour
04/01/2013-04/13/2013

166. Howard, Andrea

CAPISTRANO UNIFIED SCHOOL DISTRICT
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## APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Assist with Assessment and IEP Meeting – Special Education
Not to exceed 1.5 hours pay @ hourly per diem rate
02/05/2013-03/04/2013

167. Johnson, Connie

Complete an Assessment of Written Language and IEP Meeting – Special Education
Not to exceed 5 hours pay @ hourly per diem rate
03/25/2013-06/13/2013

168. McMorran-Maus, Krista

Coverage for Psychologist on Leave of Absence – Special Education
Not to exceed 176 hours pay @ hourly per diem rate
04/03/2013-06/25/2013

169. Casteel, Janice

170. Sanchez Morales, Cecilia

## APPROVE CO-CURRICULAR ASSIGNMENTS

| Name | Position | Location | Salary | Effective Date |
|---|---|---|---|---|
| 171. Carlsen, Heather | Outdoor Education, Elementary | Don Juan Avila Elem | $ 109.00 per night | 05/28/2013-05/30/2013 |
| 172. Farrell, Valerie | Outdoor Education, Elementary | Hidden Hills Elem | $ 109.00 per night | 05/07/2013-05/10/2013 |
| 173. Kolley, Christina | Outdoor Education, Elementary | Hidden Hills Elem | $ 109.00 per night | 05/28/2013-05/30/2013 |
| 174. Meserve, Roklyn | Outdoor Education, Elementary | Hidden Hills Elem | $ 109.00 per night | 05/07/2013-05/10/2013 |
| 175. Olinger, Cathy | Instrumental Music A/B, Middle School | Las Flores MS | $1,739.00 | 09/04/2012-02/01/2013 |
| | | | $1,739.00 | 02/04/2013-06/11/2013 |
| 176. Victor, Jennifer | Outdoor Education, Elementary | Don Juan Avila Elem | $ 109.00 per night | 05/28/2013-05/30/2013 |
| 177. Waters, Linda | Outdoor Education, Elementary | Hidden Hills Elem | $ 109.00 per night | 05/07/2013-05/10/2013 |

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## APPROVE CIF CO-CURRICULAR ASSIGNMENTS

| Name | Position | Location | Salary | Effective Date |
|---|---|---|---|---|
| 178. Chapman, Mike | Basketball, Varsity (Asst) | Aliso Niguel HS | $304.40 | 02/07/2013 |

## APPROVE LEAVES OF ABSENCE

| Name | Reason | Effective Date |
|---|---|---|
| 179. Chelesnik, Amy | Personal | 2013-2014 |
| 180. Cooper, Tina | Personal | 2013-2014 |
| 181. D'Aquanni, Christine | Personal | 2013-2014 |
| 182. Haubert, Lia | Personal | 2013-2014 |
| 183. Patterson, Deborah | Personal | 2013-2014 |
| 184. Solk, Alissa | Personal | 03/16/2013-05/01/2013 |
| 185. Wood, Jennifer | Personal | 2013-2014 |

Print Form

# 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: April 24, 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 | | |
| TOTALS | 0 | | |

Print name of Superintendent: Joseph M. Farley, ED.D.

Signature of Superintendent: Joseph M. Farley

Date: 3/29/2013

**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