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

BOARD OF TRUSTEES
Regular Meeting

September 10, 2012

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

AGENDA

CLOSED SESSION AT 6:00 P.M.

1. CALL TO ORDER

2. CLOSED SESSION COMMENTS

3. CLOSED SESSION (as authorized by law)

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION **EXHIBIT 3A**
Significant Exposure to Litigation - One Case
Informal Dispute Resolution Case No. 070112
(Pursuant to Government Code §54956.9(b))

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

C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Superintendent
(Pursuant to Government Code §54957)

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

OPEN SESSION AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA – ROLL CALL

REPORT ON CLOSED SESSION ACTION

BOARD AND SUPERINTENDENT COMMENTS

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

DISCUSSION/ACTION ITEMS

1. REPORT ON THE FIRST WEEK OF SCHOOL: INFORMATION/ DISCUSSION

The District began its 48th year as a unified school district on Wednesday, Sept. 5, 2012, when students returned to school. Some of important advances this year include the transition to the Common Core State Standards, online curriculum offered at California Preparatory Academy and Capistrano Virtual School, Orange County's first elementary Mandarin language immersion program at Marian Bergeson Elementary School, and Brandman University's support of Carl Hankey K-8 School's International Baccalaureate candidacy. Staff will present updated information on enrollment, staffing, and instruction for the first week of school.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Joseph M. Farley, Superintendent

Staff Recommendation

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

2. MEMORANDUM OF UNDERSTANDINGS WITH UNITED STATES FISH AND WILDLIFE SERVICE, NATIONAL PARK SERVICE, AND SAN DIEGO STATE UNIVERSITY FIELD STATION PROGRAMS: DISCUSSION/ ACTION

Page 1

EXHIBIT 2

The Memorandum of Understandings (MOU) outline collaboration between the District and entities associated with the United States Fish and Wildlife Service, National Park Service, and San Diego State University Field Station Programs. The project centers on bringing science, technology, engineering and mathematics (STEM) resources from remote locations to students in the District by virtual field trip learning experiences. The program is currently in year two of a pilot that involves nine schools with at least one class participating in each school. Teachers will work with scientists and historians at the parks to develop curricular units of study that promote STEM career paths.

Students will participate in a minimum of two virtual field trips during the year. Approval of the MOU allows the District to collaborate with multiple federal agencies. There is no financial impact associated with this item.
Contact: Julie Hatchel, Assistant Superintendent, Education Services
CUSD Strategic Plan Pillar 3.3: Develop & refine alternative programs for students

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 Memorandums of Understandings with the United States Fish and Wildlife Service, National Park Service, and San Diego State University Field Station Programs.

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

3. SCHOOL BOARD MINUTES: Page 21
Approval of the minutes of the August 13, 2012, special Board meeting. **EXHIBIT 3**
Contact: Jane Boos, Manager, Board Office Operations

4. SCHOOL BOARD MINUTES: Page 23
Approval of the minutes of the August 20, 2012, regular Board meeting. **EXHIBIT 4**
Contact: Jane Boos, Manager, Board Office Operations

CURRICULUM & INSTRUCTION

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

BUSINESS & SUPPORT SERVICES

6. PURCHASE ORDERS, COMMERCIAL WARRANTS, AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS: Page 29 **EXHIBIT 6**
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 $758,093.58; the commercial warrants total $5,958,543.79. Attachment 3 is a list of previously Board-approved bids and contracts to assist in the review of the purchase order and commercial warrant listings.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

7. DONATION OF FUNDS AND EQUIPMENT: Page 49 **EXHIBIT 7**

A number of gifts have been donated to the District, including $57,645.17 in cash. These funds will be deposited in the appropriate school accounts. Items other than cash gifts have no financial impact on the budget. The District does not guarantee maintenance of those items or the expenditure of any District funds for their continued use.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

8. INDEPENDENT CONTRACTOR, MASTER CONTRACT, AND PROFESSIONAL SERVICES AGREEMENTS: Page 51 **EXHIBIT 8**

Approval and ratification of District standardized Independent Contractor, Master Contract, and Professional Services Agreements. The State of California is in financial crisis, and as a result, California school budgets have been cut by 25 percent over the past four years. Because of these significant cuts, staff requests contractors to reduce their fees for services by ten percent. The expenditures related to the listed agreements were previously authorized as part of the District's budget approval process. The agreements total $13,208.

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

CUSD Strategic Plan Pillar 2: Safe & Healthy Schools

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

CUSD Strategic Plan Pillar 5: Effective Operations

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

9. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION AGREEMENT:

Approval of the ratification of special education Informal Dispute Resolution agreement case #070212. Due to the confidential nature of the agreement, supporting information is provided to Trustees under separate cover. There is no financial impact.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

10. SPECIAL EDUCATION SETTLEMENT AGREEMENT:

Approval of the ratification of special education settlement agreement #2012030058. Due to the confidential nature of the agreement, supporting information is provided to Trustees under separate cover.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

11. MASTER CONTRACT WITH SPECTRUM CENTER-ROSSIER PARK ELEMENTARY, A NON-PUBLIC SCHOOL: Page 61 **EXHIBIT 11**

Approval of Master Contract No. MCA 1213112 for special education services to be provided by Spectrum Center-Rossier Park Elementary, a non-public school. The contractor will provide services at the rates indicated in the agreement. Due to an on-going negotiation with several non-public schools, including Rossier, regarding the 2012-2013 special education Master Contract, and the District's need to place students in Rossier as soon as possible, the terms of the 2011-2012 Master Contract are submitted for approval. The District did not have any students at Rossier Park Elementary during the 2011-2012 school year and did not have a signed 2011-2012 Master Contract. The District will continue to negotiate regarding the 2012-2013 Master Contract. Expenditures under this contract are limited to $136,000, paid out of special education funds.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

12. RESOLUTION NO. 1213-15 – PRELIMINARY 2011-2012 FINANCIAL STATEMENTS (UNAUDITED ACTUALS): Page 97 **EXHIBIT 12**

Approval of Resolution No. 1213-15 to approve the 2011-2012 annual financial statements (Unaudited Actuals). Resolution No. 1213-15 will be forwarded to the Orange County Department of Education, reviewed for accuracy and compliance and subsequently transmitted to the Superintendent of Public Instruction.

CUSD Strategic Plan Pillar 5: Effective Operations

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

13. RESOLUTION NO. 1213-16 – ADOPTING THE 2011-2012 ACTUAL GANN LIMIT AND THE 2012-2013 ESTIMATED GANN LIMIT: Page 271 **EXHIBIT 13**

Approval of Resolution No. 1213-16 adopting the 2011-2012 actual Gann Limit and the 2012-2013 estimated Gann Limit. Resolution No. 1213-16 establishes the actual Gann Limit for 2011-2012 at $272,278,973.54 and the estimated Gann Limit for 2012-2013 at $286,075,689.48. Approval of this resolution will have no financial implications on either the 2011-2012 or 2012-2013 budgets.

CUSD Strategic Plan Pillar 5: Effective Operations

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

14. RESOLUTION NO. 1213-17 – AUTHORIZING THE INCREASE/DECREASE IN APPROPRIATIONS FOR THE FISCAL YEAR ENDING 2011-2012: Page 275 **EXHIBIT 14**

Approval of Resolution No. 1213-17 authorizing the increase and decrease in appropriations for the fiscal year ending 2011-2012. Resolution No. 1213-17 will adjust the budget approved at second interim 2011-2012 to final unaudited actuals budgets.

CUSD Strategic Plan Pillar 5: Effective Operations

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

15. RESOLUTION NO. 1213-18 - REAPPROPRIATION OF CARRYOVER FUNDS: Page 281 **EXHIBIT 15**

Approval of Resolution No. 1213-18 authorizing the reappropriation of carryover funds. Resolution No. 1213-18 authorizes the reappropriation of carryover income and associated expenditures for the 2012-2013 fiscal year based on final unaudited balances for the 2011-2012 fiscal year. The carryover income and expenditures will adjust balances that were adopted in June 2012.

CUSD Strategic Plan Pillar 5: Effective Operations

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

16. RESOLUTION NO. 1213-19 - CLASS SIZE REDUCTION PROGRAM AND CERTIFICATION FOR 2012-2013: Page 287 **EXHIBIT 16**

Approval of Resolution No. 1213-19 to participate in the Class Size Reduction Program and certification for 2012-2013. Resolution No. 1213-19 declares the desire of the District to participate in the Class Size Reduction Program and file the appropriate application for the 2012-2013 fiscal year.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

17. EXTENSION OF AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES – EDENCO, INCORPORATED: Page 291 **EXHIBIT 17**

Approval of Extension of Agreement for Construction Management Services Contract No. C10111076 to be provided by Edenco, Incorporated. The vendor will hold its previously negotiated discounted pricing for the contract renewal. Services are on an as-needed basis as projects are approved. The charges for these construction management services are consistent with allowable fees established by the Office of Public School Construction, which are four to eight percent of the projects' construction cost. Annual expenditures under this agreement are limited to $460,000, funded by CFD 87-1 and CFD 98-2.

CUSD Strategic Plan Pillar 5: Effective Operations

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

18. LIMITED USE LICENSE AGREEMENT BETWEEN THE DISTRICT AND RANCHO SANTA MARGARITA LANDSCAPE AND RECREATION CORPORATION FOR USE OF ARROYO VISTA PARK: Page 331 **EXHIBIT 18**

Approval of the renewal of the Limited Use License Agreement between the District and Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC) for student use of Arroyo Vista Park. Arroyo Vista School is located adjacent to Arroyo Vista Park in the City of Rancho Santa Margarita. The park is maintained by SAMLARC, a non-profit homeowners association. Since the school opened in 1992, students from Arroyo Vista School have been using the adjacent park for various activities, operating under a limited use license agreement. The additional space provides the students with greater recreational and physical education opportunities.

The Limited Use License Agreement was developed to provide general provisions defining each agency's responsibilities. Terms of the agreement include a defined amount of student use of the park for the current school year for a fee of $5,000, paid out of the general fund. SAMLARC will be responsible for all ongoing maintenance of the park. The original Limited Use License Agreement was reviewed and approved by District and SAMLARC legal counsels.

CUSD Strategic Plan Pillar 5: Effective Operations

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

19. LIMITED USE LICENSE AGREEMENT BETWEEN THE DISTRICT AND SANTA MARGARITA LANDSCAPE AND RECREATION CORPORATION FOR USE OF TIJERAS CREEK PARK: Page 351 **EXHIBIT 19**

Approval of the renewal of the Limited Use License Agreement between the District and Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC) for student use of Tijeras Creek Park. Tijeras Creek Elementary School is located adjacent to Tijeras Creek Park in the City of Rancho Santa Margarita. The park is maintained by SAMLARC, a non-profit homeowners association. Since the school opened in 2000, students from Tijeras Creek Elementary School have been using the adjacent park for various activities, operating under a limited use license agreement. The additional space benefits the students with greater recreational and physical education opportunities. The Limited Use License Agreement was developed to provide general provisions defining each agency's responsibilities. Terms of the agreement include a defined amount of student use of the park for the upcoming school year for a fee of $8,900, paid out of the general fund. SAMLARC will be responsible for all ongoing maintenance of the park. The original Limited Use License Agreement was reviewed and approved by District and SAMLARC legal counsels.

CUSD Strategic Plan Pillar 5: Effective Operations

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

20. RATIFICATION OF CHANGE ORDER NO. 1 – BID NO. 1112-14, NEWHART MIDDLE SCHOOL MULTI-PURPOSE ROOM PROJECT: Page 371 **EXHIBIT 20**

Ratification of Change Order No. 1 related to the renovation of the multi-purpose room at Newhart Middle School. In a previous action, the Board of Trustees delegated to the Superintendent the authority to approve work orders changing the cost of construction contracts, provided the cost does not exceed $25,000 per individual work order. This change order aggregates various work orders that may consist of additions, deletions, or other revisions that are now being presented to the Board of Trustees for ratification. All such changes in the work are performed under applicable conditions of the change in contract documents. The approved work orders and the resulting change orders are shown in the exhibit. The original contract sum was $798,532. The new contract sum including Change Order No. 1 is $876,809.

CUSD Strategic Plan Pillar 5: Effective Operations

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

21. RATIFICATION OF CHANGE ORDER NO. 11 – BID NO. 1011-11, CAPISTRANO VALLEY HIGH SCHOOL PERFORMING ARTS CENTER: Page 459 **EXHIBIT 21**

Ratification of Change Order No. 11 related to the construction of the theater at Capistrano Valley High School. In a previous action, the Board of Trustees delegated to the Superintendent the authority to approve work orders changing the cost of construction contracts, provided the cost does not exceed $25,000 per individual work order. This change order aggregates various work orders that may consist of additions, deletions, or other revisions that are now being presented to the Board of Trustees for ratification. All such changes in the work are performed under applicable conditions of the change in contract documents. The approved work orders and the resulting change orders are shown in the exhibit. The original contract sum was $11,975,007. The new contract sum including Change Order No. 11 is $12,362,424.

CUSD Strategic Plan Pillar 5: Effective Operations

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

22. FINAL ACCEPTANCE AND FILING OF NOTICE OF COMPLETION FOR SAN JUAN HILLS HIGH SCHOOL SYNTHETIC TRACK – CALIFORNIA TRACK & ENGINEERING, INCORPORATED: Page 525 **EXHIBIT 22**

Approval of the final acceptance and filing of the Notice of Completion for the construction of the synthetic track at San Juan Hills High School. All work has been inspected and completed to the satisfaction of staff, and the District has given the contractor notice of beneficial occupancy as of August 2, 2012.

CUSD Strategic Plan Pillar 5: Effective Operations

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

23. AMENDMENT TO AGREEMENT BID NO. 1011-07, CO-CURRICULAR BUS SERVICE, NAME CHANGE: Page 527 **EXHIBIT 23**

Approval of Amendment to Agreement Bid No. 1011-07 for co-curricular bus service with Southern California Gray Line, changing the company name to Pacific Coast Sightseeing Tours & Charters, Incorporated. The company was sold on July 21, 2012. All appropriate documentation has been filed with the Purchasing Department to implement this change.

CUSD Strategic Plan Pillar 5: Effective Operations

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

24. EXTENSION OF BID NO. 1112-10, TREE TRIMMING MAINTENANCE SERVICE – WEST COAST ARBORISTS, INCORPORATED: Page 539 **EXHIBIT 24**

Approval of extension of Bid No. 1112-10 for tree trimming service to be provided by West Coast Arborists, Incorporated. The vendor was asked to reduce pricing for the contract renewal. West Coast Arborists has offered reduced pricing and will hold the reduced prices if the District will extend the contract term through September 26, 2016. Contracts for services may not exceed five years in length per California Ed Code §17596. Annual expenditures under this contract are limited to $100,000, funded by the routine restricted maintenance account.

CUSD Strategic Plan Pillar 5: Effective Operations

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

PERSONNEL SERVICES

25. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES: Page 563 **EXHIBIT 25**

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

26. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES: Page 567 **EXHIBIT 26**

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

27. FOURTH QUARTER TEACHER ASSIGNMENT MONITORING RECAP REQUIRED BY THE WILLIAMS SETTLEMENT LEGISLATION FOR THE 2011-2012 SCHOOL YEAR: Page 573 **EXHIBIT 27**

Acceptance of Williams Settlement Fourth Quarter Teacher Monitoring 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 for the fourth 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 Bryson_____

Trustee Alpay _____ Trustee Hatton _____

Trustee Brick _____ Trustee Palazzo _____

Trustee Pritchard _____

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

ADJOURNMENT

Motion by _____ Seconded by _____

THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS MONDAY, SEPTEMBER 24, 2012, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

33122 Valle Road
San Juan Capistrano, CA 92675

ADDENDUM
to
September 10, 2012
Board Agenda

DISCUSSION/ACTION ADDITION

2 A **CONSIDERATION OF ELIMINATION OF BOARD OF TRUSTEE STIPEND FOR 2012-2013:** Discussion/ Action

When the Board of Trustees voted to approve the 2008-2009 Preliminary Budget on February 25, 2008, its motion included action to eliminate the reimbursement for Board members' travel and conferences and to reduce Trustees' stipends from $750 to $375 per month. Trustees subsequently reinstated the travel and conference reimbursement on October 6, 2008, under a separate agenda item that was entitled, "Travel/Conference Expense Reimbursement."

When the Board of Trustees voted to approve the 2012-2013 Budget Adoption on June 27, 2012, its motion included action to further reduced Trustee compensation by an amount consistent with the percentage of cuts taken by the Capistrano Unified Education Association. The motion indicated that the reduction was to include straight salary reduction, furlough day related salary reductions, and reductions from delayed salary schedule advancement.

Trustees Pritchard and Alpay asked that the Board consider the suspension and/or elimination of the entire stipend at this meeting.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Joseph M. Farley, Superintendent

Staff Recommendation:
It is recommended the Board President recognize Trustee Alpay to present this item.

Following discussion, it is recommended the Board of Trustees provide direction to staff on this matter in a motion.

Motion by _____ Seconded by _____

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.

Memorandum of Understanding
Between
The United States Department of the Interior
US Fish and Wildlife Service
And
Capistrano Unified School District

This Agreement is entered into by and between the United States Department of the Interior, US Fish and Wildlife Service (FWS), and Capistrano Unified School District, a public unified school district located in San Juan Capistrano, California.

ARTICLE 1 – BACKGROUND AND OBJECTIVES

This task Agreement initiatives formal collaboration among the US Fish and Wildlife Service (FWS) and Capistrano Unified School District (CUSD) in the form of the Memorandum of Understanding to pilot a STEM program featuring virtual field trips, actual field trips which include application of scientific monitoring and research methods, and an ambassadorship/mentoring component. The purpose of the proposed Agreement is to increase cooperation among our groups and further our collective missions. Below we provide background information for each program to demonstrate how collaboration would be mutually beneficial to all parties.

The role and function of the FWS is to promote and support research in ecosystems at locations such as Sweetwater Salt Marsh, Tijuana Slough and Seal Beach. The purpose is to integrate science and research results into management strategies, and promote resource stewardship. The FWS communicates scientific information in mediums which promote increased awareness and understanding of wildlife conservation by resource managers, students and the public. The FWS staff will work closely with District staff, teachers, students, and partner organizations to foster communication, prioritize research needs, facilitate implementation of scientific studies, communicate relevant study results, and provide access to science-based information for multiple audiences.

The ultimate goal of the FWS is to facilitate the application of scientific information to natural resource management, the complimentary goal of promoting strong STEM curricula programs at CUSD and to train students to explore, understand, and apply science, technology, engineering, and mathematics towards employment in science related fields. The strong application based nature of the program at CUSD is an ideal match with the FWS programs.

Capistrano Unified School District is committed to collaboration between community agencies to safeguard that educational goals and objectives are relevant to the lives and future of students. Goals include ensuring that students demonstrate competency in challenging subject matter, including mathematics and sciences. In addition, CUSD goals focus on clear career orientation and marketable skills for students so that they are well prepared to experience success at the university level or vocational fields of study. Students will also be proficient in using the tools of technology and be able to demonstrate the ability to solve problems alone or in groups. The goals

outlined above can be met through the engagement of teachers, students and experts associated with FWS in STEM based virtual projects.

The District is committed to pursuing innovative programs that focusing on meeting the needs of students by enhancing their self-motivation. Alongside the District adopted curriculum, teachers and representatives from federal agencies will work together to create supplemental curriculum that includes technologically based virtual learning experiences, materials, realia, meaningful research questions, data collection and analysis and capstone projects that produce real scientific results. The collaboration will benefit all parties involved, but none more than the students who will engage in experiential learning that expands knowledge of a scientific theme to all aspects of STEM and careers through a student's school career.

As the District moves into the 21st century, there is a great need for our students to have an understanding of, experience in and exposure to STEM related fields of study and careers. There is urgency in ensuring that CUSD students have the opportunity to apply problem solving and technology in career fields that are relevant for their future. Learning about science, applying mathematics ideals, utilizing engineering to solve a problem, and communicating all these topics with technology provides students with an education that expands beyond the classroom and textbooks. The collaboration with FWS and CUSD is an ideal match to provide students with these rich and valuable experiences.

The pilot program will involve nine District schools; three elementary, three middle and three high schools. Each feeder pattern of elementary to high school will develop a theme that creates a pathway for students to experience as they move through their years of schooling. Each year students will engage in different standards of STEM that center around learning more about how the theme applies to the STEM standards. FWS will focus on the middle school strand of the larger plan. Students will participate in virtual field trips to remote locations around the country, will mentor their younger peers in the STEM pathway and will complete the experience with a capstone research project that will include visiting a Department of the Interior location that the students learned about through the years.

The purpose of this Agreement is to formalize our partnership through the following objectives:

1. Pilot a program to include nine CUSD schools. Each participating middle school will plan and execute up to 20 virtual field trips to remote locations coordinated through FWS.
2. Representatives from participating agencies will interpret the science and/or history/social science during the virtual field trips.
3. Teachers will work with representatives from FWS to create supplemental curriculum and a roadmap of locations to visit for the grade level.
4. Representatives from each participating agency may participate in seeking grant funding.
5. Representatives from each participating agency will collaborate on all aspects of the program during the pilot year.

ARTICLE II - AUTHORITY

A memorandum of understanding is used to document mutually agreed upon policies, procedures, objectives, and/or assistance relationships that do not involve funding. The enabling park legislation or the general management authorities under **16 USC §§1-3** are the legal authorities for this Agreement.

ARTICLE III – STATEMENT OF WORK

A. Capistrano Unified School District will:
   1. Appoint Julie Hatchel, Assistant Superintendent of Education Services as Principal Investigator (PI) of the program.
   2. Fully acknowledge FWS in any published or formally presented materials developed or derived from this MOU.
   3. Provide in-kind assistance to FWS as provided in **Article VI** of this document.
   4. Ensure that teacher and student participates have properly working equipment and materials to participate in virtual field trips.

B. The US Fish and Wildlife Service will:
   1. Assign Paul McKim as the PI of the program.
   2. Provide in-kind assistance to CUSD as provided in **Article VI** of this document.
   3. Ensure that all drivers working on FWS lands have appropriate volunteer paperwork on file with NPS before doing any work on a project.
   4. Fully acknowledge CUSD in any published or formally presented material developed or derived collaboratively from this partnership.

ARTICLE IV – TERM OF AGREEMENT

This Agreement will be effective for a period of one year from the date of final signature, unless it is terminated earlier by one of the three parties pursuant to ARTICLE VIII that follows.

ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. They are:

   1. Paul McKim, Assistant Regional Director US FWS
      P.O. Box 2358
      Chula Vista, CA 91911
      Paul.mckim@fws.gov
      916-414-6619

   2. Chantel Jimenez, Director of Education and Outreach US FWS

P.O. Box 2358
Chula Vista, CA 91911
Chantel.jimenez@fws.gov
541-231-1282

3. CUSD:
Julie Hatchel, Assistant Superintendent, Education Services
33122 Valle Rd.
San Juan Capistrano, CA 92675
(949) 234-9229
jhatchel@capousd.org
Fax: (949) 489-0467

B. Changes in Key Officials – Neither the FWS or CUSD may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI – REPORTS AND/OTHER DELIVERABLES

A. Schedule and Milestones
   1. The FWS and CUSD representatives will meet bi-annually to collaborate about program progress. Adjustments will be made after each meeting to ensure achievement of stated goals and objectives.
   2. The Director of FWS and Assistant Superintendent, Education Services will meet annually to draft a new MOU or otherwise modify the project for the following year.

B. Description of Project Reports
   1. Notes summarizing the meetings will serve as the project reports. Within 10 days after the final meeting, summary notes will be distributed to all participants.
   2. Capistrano Unified School District will use the project reports to create a presentation to share with the Board of Trustees on a yearly basis.

ARTICLE VII – PROPERTY UTILIZATION

United States Fish and Wildlife Service personal property maintained in CUSD will be used and disposed of as set forth in FWS Property Management Regulations.

ARTICLE VIII – MODIFICATION AND TERMINATION

The proposed Agreement may be modified or terminated at any time by the mutual consent of the parties or by either party with sixty days advance written notice.

ARTICLE IX – STANDARD CLAUSES

A. Civil Rights
   1. During the performance of this Agreement, the participants agree to abide by the terms of US Department of the Interior – Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age or sex.

B. Promotions
   1. Capistrano Unified School District will not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies Governmental Departmental, bureau or Government employee endorsement of a product, service or position which the District represents. No release of information relating to this Agreement may state or imply that the Government approves of the District's work product, or considers the Repository's work product to be superior to other products or services.

C. Liability
   1. Capistrano Unified School District accepts responsibility for any property damage, injury, or death caused by the negligent acts or omission of their respective faculty, employees, or agents arising under this MOU, to the fullest extent of the law.
   2. United States Fish and Wildlife Service shall be responsible, to the extent allowed by the Federal Tort Claims Act, **28 USC §§1346** et seq., for claims against the United States for injury or loss of property or death resulting from the negligent or wrongful act or omission of its employee(s) while acting within the scope of his or her employment and with the scope of this MOU.

D. Public Information Release
   1. Capistrano Unified School District will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer:

      "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the US Government. Mention of trade names or commercial products does not constitute their endorsement by the US Government."

   2. Capistrano Unified School District will obtain prior FWS approval from the regional public affairs office for any public information release that refers to the Department of the Interior, any bureau or employee (by name or title) or to this Agreement. The

specific text, layout, photographs, etc., of the proposed release must be submitted to the PI, who will forward such materials to the public affairs office, along with the request for approval.

3. The FWS will obtain prior District approval from the Chief Communications Officer or designee for any public information release that refers to CUSD, any school or department or employee (by name or title) or students or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the Chief Communications Officer or designee for approval.

E. Publications of Results of Studies

1. No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no Agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

ARTICLE X – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE UNITED STATES FISH AND WILDLIFE SERVICE

Signature: _____

Name: Paul McKim

Title: Assistant Regional Director – US FWS

Date: _____

FOR CAPISTRANO UNIFIED SCHOOL DISTRICT

Signature: _____

Name: Joseph M. Farley, Ed. D

Title: Superintendent

Date: _____

Signature: _____

Name: Gary Pritchard, Ph.D

Title: President, CUSD Board of Trustees

Date: _____

Memorandum of Understanding
Between
The United States Department of the Interior
National Park Service
And
Capistrano Unified School District

This Agreement is entered into by and between the United States Department of the Interior, National Park Service (hereinafter "NPS, acting through the Director of the Southern California Research Learning Center (hereinafter "SCRLC") Susan Teel, and Capistrano Unified School District, a public unified school district located in San Juan Capistrano, California, acting through its Assistant Superintendent of Education Services, Julie Hatchel.

ARTICLE 1 – BACKGROUND AND OBJECTIVES

This task Agreement initiatives formal collaboration among NPS entity the Southern California Research Learning Center (SCRLC) and Capistrano Unified School District (CUSD) in the form of the Memorandum of Understanding to pilot a STEM program featuring virtual field trips, actual field trips which include application of scientific monitoring and research methods, and an ambassadorship/mentoring component. The purpose of the proposed Agreement is to increase cooperation among our groups and further our collective missions. Below we provide background information for each program to demonstrate how collaboration would be mutually beneficial to all parties.

The role and function of the SCRLC is to promote and support research in the Mediterranean ecosystems at locations such as Cabrillo National Monument, Channel Islands National Park, and Santa Monica Mountains National Recreation Area. The purpose is to integrate science and research results into management strategies, and promote resource stewardship. The SCRLC communicates scientific information in mediums which promote increased awareness and understanding of the Mediterranean biome by resource managers, students and the public. The SCRLC staff will work closely with District staff, teachers, students, partner organization, and NPS managers and staff in each network park to foster communication, prioritize research needs, facilitate implementation of scientific studies, communicate relevant study results, and provide access to science-based information for multiple audiences.

The ultimate goal of the SCRLC is to facilitate the application of scientific information to natural resource management, the complimentary goal of promoting strong STEM curricula programs at CUSD and to train students to explore, understand, and apply science, technology, engineering, and mathematics towards employment in science related fields. The strong application based nature of the program at CUSD is an ideal match with the SCRLC programs.

Capistrano Unified School District is committed to collaboration between community agencies to safeguard that educational goals and objectives are relevant to the lives and future of students. Goals include ensuring that students demonstrate competency in challenging subject matter,

including mathematics and sciences. In addition, CUSD goals focus on clear career orientation and marketable skills for students so that they are well prepared to experience success at the university level or vocational fields of study. Students will also be proficient in using the tools of technology and be able to demonstrate the ability to solve problems alone or in groups. The goals outlined above can be met through the engagement of teachers, students and experts associated with SCRLC in STEM based virtual projects.

The District is committed to pursuing innovative programs that focusing on meeting the needs of students by enhancing their self-motivation. Alongside the District adopted curriculum, teachers and representatives from federal agencies will work together to create supplemental curriculum that includes technologically based virtual learning experiences, materials, realia, meaningful research questions, data collection and analysis and capstone projects that produce real scientific results. The collaboration will benefit all parties involved, but none more than the students who will engage in experiential learning that expands knowledge of a scientific theme to all aspects of STEM and careers through a student's school career.

As the District moves into the 21st century, there is a great need for our students to have an understanding of, experience in and exposure to STEM related fields of study and careers. There is urgency in ensuring that CUSD students have the opportunity to apply problem solving and technology in career fields that are relevant for their future. Learning about science, applying mathematics ideals, utilizing engineering to solve a problem, and communicating all these topics with technology provides students with an education that expands beyond the classroom and textbooks. The collaboration with SCRLC and CUSD is an ideal match to provide students with these rich and valuable experiences.

The pilot program will involve nine District schools; three elementary, three middle and three high schools. Each feeder pattern of elementary to high school will develop a theme that creates a pathway for students to experience as they move through their years of schooling. Each year students will engage in different standards of STEM that center around learning more about how the theme applies to the STEM standards. SCRLC will focus on the elementary strand of the larger plan. Students will participate in virtual field trips to remote locations around the country, will mentor their younger peers in the STEM pathway and will complete the experience with a capstone research project that will include visiting the NPS location that the students learned about through the years.

The purpose of this Agreement is to formalize our partnership through the following objectives:

1. Pilot a program to include nine CUSD schools. Each elementary school will plan and execute the following number of virtual field trips to remote locations coordinated through SCRLC:
    - Elementary school – up to 18 field trips x 45 minute sessions
2. Representatives from participating agencies will interpret the science and/or history/social science during the virtual field trips.
3. Teachers will work with representatives from SCRLC to create supplemental curriculum and a roadmap of locations to visit for the grade level.

4. Representatives from each participating agency may participate in seeking grant funding.
5. Representatives from each participating agency will collaborate on all aspects of the program during the pilot year.

ARTICLE II - AUTHORITY

A memorandum of understanding is used to document mutually agreed upon policies, procedures, objectives, and/or assistance relationships that do not involve funding. The enabling park legislation or the general management authorities under **16 USC §§1-3** are the legal authorities for this Agreement.

ARTICLE III – STATEMENT OF WORK

A. Capistrano Unified School District will:
   1. Appoint Julie Hatchel, Assistant Superintendent of Education Services as Principal Investigator (PI) of the program.
   2. Cooperate with the Agreement Technical Representative (ATR), as specified in relevant portions of Project Products, to ensure that the conduct of the project complies with the "*NPS Interim Guidance Document Governing Code of Conduct, Peer Review, and Information Quality Corrections for National Park Service Cultural and National Resource Disciplines.*"
   3. Fully acknowledge NPS in any published or formally presented materials developed or derived from this MOU.
   4. Ensure that teacher and student participates have properly working equipment and materials to participate in virtual field trips.

B. The NPS will:
   1. Assign Susan Teel as the ATR.
   2. Provide in-kind assistance to CUSD as provided in **16 USC §§1a-2j** and **Article V** of this document.
   3. As appropriate to facilitate fieldwork, assist in providing transportation by boat, truck and trailer on NPS lands.
   4. Ensure that all drivers working on NPS lands have NPS Volunteer paperwork on file with NPS before doing any work on a project.
   5. Inform the PI of the specific activities required to comply with the *NPS Interim Guidance Document Governing Code of Conduct, Peer Review,* and *Information Quality Correction for National Park Service Cultural and National Resource Disciplines',* and with any and all subsequent guidance issued by the NPS Director to replace this interim document.
   6. Fully acknowledge CUSD in any published or formally presented material developed or derived collaboratively from this partnership.

ARTICLE IV – TERM OF AGREEMENT

This Agreement will be effective for a period of one year from the date of final signature, unless it is terminated earlier by one of the three parties pursuant to ARTICLE VIII that follows.

ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. They are:

1. NPS:
   Susan Teel, Director
   NPS/SCRLC
   401 West Hillcrest Drive
   Thousand Oaks, CA 91360
   (805) 370-2332
   susan_teel@nps.gov
   Fax: (805) 370-1850

   Tom Workman
   NPS/Cabrillo National Monument
   (619) 523-4560
   tom_workman@nps.gov

2. CUSD:
   Julie Hatchel, Assistant Superintendent, Education Services
   33122 Valle Rd.
   San Juan Capistrano, CA 92675
   (949) 234-9229
   jhatchel@capousd.org
   Fax: (949) 489-0467

B. Changes in Key Officials – Neither the NPS or CUSD may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI – REPORTS AND/OTHER DELIVERABLES

A. Schedule and Milestones

1. The SCRLC and CUSD representatives will meet bi-annually to collaborate about program progress. Adjustments will be made after each meeting to ensure achievement of stated goals and objectives.
2. The Director of SCRLC and Assistant Superintendent, Education Services will meet annually to draft a new MOU or otherwise modify the project for the following year.

B. Description of Project Reports
   1. Notes summarizing the meetings will serve as the project reports. Within 10 days after the final meeting, summary notes will be distributed to all participants.
   2. Capistrano Unified School District will use the project reports to create a presentation to share with the Board of Trustees on a yearly basis.

ARTICLE VII – PROPERTY UTILIZATION

National Park Service personal property maintained in CUSD will be used and disposed of as set forth in NPS Property Management Regulations.

ARTICLE VIII – MODIFICATION AND TERMINATION

The proposed Agreement may be modified or terminated at any time by the mutual consent of the parties or by either party with sixty days advance written notice.

ARTICLE IX – STANDARD CLAUSES

A. Civil Rights
   1. During the performance of this Agreement, the participants agree to abide by the terms of US Department of the Interior – Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age or sex.

B. Promotions
   1. Capistrano Unified School District will not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies Governmental Departmental, bureau or Government employee endorsement of a product, service or position which the District represents. No release of information relating to this Agreement may state or imply that the Government approves of the District's work product, or considers the Repository's work product to be superior to other products or services.

C. Liability

1. Capistrano Unified School District accepts responsibility for any property damage, injury, or death caused by the negligent acts or omission of their respective faculty, employees, or agents arising under this MOU, to the fullest extent of the law.
2. National Park Service shall be responsible, to the extent allowed by the Federal Tort Claims Act, **28 USC §§1346** et seq., for claims against the United States for injury or loss of property or death resulting from the negligent or wrongful act or omission of its employee(s) while acting within the scope of his or her employment and with the scope of this MOU.

D. Public Information Release
   1. Capistrano Unified School District will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer:

      "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the US Government. Mention of trade names or commercial products does not constitute their endorsement by the US Government."

   2. Capistrano Unified School District will obtain prior NPS approval from the regional public affairs office for any public information release that refers to the Department of the Interior, any bureau or employee (by name or title) or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the ATR, who will forward such materials to the public affairs office, along with the request for approval.

E. Publications of Results of Studies
   1. No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no Agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

ARTICLE X – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE

Signature: _____

Name: Susan Teel

Title: Director – Southern California Research Learning Center

Date: _____

FOR CAPISTRANO UNIFIED SCHOOL DISTRICT

Signature: _____

Name: Joseph M. Farley, Ed. D

Title: Superintendent

Date: _____

Signature: _____

Name: Gary Pritchard, Ph.D
Title: President, CUSD Board of Trustees

Date: _____

Memorandum of Understanding
Between
San Diego State University
And
Capistrano Unified School District

This Agreement is entered into by and between San Diego State University, a public university in San Diego, California and Capistrano Unified School District, a public unified school district located in San Juan Capistrano, California.

ARTICLE 1 – BACKGROUND AND OBJECTIVES

This task Agreement initiatives formal collaboration among San Diego State University (SDSU), College of Sciences - Field Stations Programs (FSP) and Capistrano Unified School District (CUSD) in the form of the Memorandum of Understanding to pilot a STEM program featuring virtual field trips, actual field trips which include application of scientific monitoring and research methods, and an ambassadorship/mentoring component. The purpose of the proposed Agreement is to increase cooperation among our groups and further our collective missions. Below we provide background information for each program to demonstrate how collaboration would be mutually beneficial to all parties.

The role and function of the SDSU FSP is to promote and support scientific research at locations such as Santa Margarita Ecological Reserve and Sky Oaks Biological Field Station. The purpose is to integrate science and research results into management strategies, and promote resource stewardship. The SDSU FSP communicates scientific information in mediums which promote increased awareness and understanding of the Mediterranean biome by resource managers, students and the public. The SDSU FSP staff will work closely with District staff, teachers, students, and partner organizations to foster communication, prioritize research needs, facilitate implementation of scientific studies, communicate relevant study results, and provide access to science-based information for multiple audiences.

The ultimate goal of the SDSU FSP is to facilitate the application of scientific information to natural resource management, the complimentary goal of promoting strong STEM curricula programs at CUSD and to train students to explore, understand, and apply science, technology, engineering, and mathematics towards employment in science related fields. The strong application based nature of the program at CUSD is an ideal match with the SDSU FSP programs.

Capistrano Unified School District is committed to collaboration between community agencies to safeguard that educational goals and objectives are relevant to the lives and future of students. Goals include ensuring that students demonstrate competency in challenging subject matter, including mathematics and sciences. In addition, CUSD goals focus on clear career orientation and marketable skills for students so that they are well prepared to experience success at the university level or vocational fields of study. Students will also be proficient in using the tools of technology and be able to demonstrate the ability to solve problems alone or in groups. The goals

outlined above can be met through the engagement of teachers, students and experts associated with SDSU FSP in STEM based virtual projects.

The District is committed to pursuing innovative programs that focusing on meeting the needs of students by enhancing their self-motivation. Alongside the District adopted curriculum, teachers and representatives from federal agencies will work together to create supplemental curriculum that includes technologically based virtual learning experiences, materials, realia, meaningful research questions, data collection and analysis and capstone projects that produce real scientific results. The collaboration will benefit all parties involved, but none more than the students who will engage in experiential learning that expands knowledge of a scientific theme to all aspects of STEM and careers through a student's school career.

As the District moves into the 21st century, there is a great need for our students to have an understanding of, experience in and exposure to STEM related fields of study and careers. There is urgency in ensuring that CUSD students have the opportunity to apply problem solving and technology in career fields that are relevant for their future. Learning about science, applying mathematics ideals, utilizing engineering to solve a problem, and communicating all these topics with technology provides students with an education that expands beyond the classroom and textbooks. The collaboration with SDSU FSP and CUSD is an ideal match to provide students with these rich and valuable experiences.

The pilot program will involve nine District schools; three elementary, three middle and three high schools. Each feeder pattern of elementary to high school will develop a theme that creates a pathway for students to experience as they move through their years of schooling. Each year students will engage in different standards of STEM that center around learning more about how the theme applies to the STEM standards. SDSU FSP will focus on the high school strand of the larger plan. Students will participate in virtual field trips to remote locations around the country, will mentor their younger peers in the STEM pathway and will complete the experience with a capstone research project that will include visiting the NPS location that the students learned about through the years.

The purpose of this Agreement is to formalize our partnership through the following objectives:

1. Pilot a program to include nine CUSD schools. Each school will plan and execute up to six (6) virtual field trips to Santa Margarita Ecological Reserve.
2. Representatives from SDSU FSP will interpret the science and/or history/social science during the virtual field trips.
3. Teachers will work with representatives from SDSU FSP to create supplemental curriculum.
4. Representatives from each participating agency may participate in seeking grant funding.
5. Representatives from each participating agency will collaborate on all aspects of the program during the pilot year.

ARTICLE II - AUTHORITY

A memorandum of understanding is used to document mutually agreed upon policies, procedures, objectives, and/or assistance relationships that do not involve funding.

ARTICLE III – STATEMENT OF WORK

A. Capistrano Unified School District will:
   1. Appoint Julie Hatchel, Assistant Superintendent of Education Services as Principal Investigator (PI) of the program.
   2. Fully acknowledge SDSU FSP in any published or formally presented materials developed or derived from this MOU.
   3. Provide in-kind assistance to SDSU FSP as provided in **Article VI** of this document.
   4. Ensure that teacher and student participates have properly working equipment and materials to participate in virtual field trips.

B. San Diego State University College of Sciences – Field Stations Programs will:
   1. Assign Pablo Bryant as Lead Scientist.
   2. Provide in-kind assistance to CUSD as provided in **Article VI** of this document.
   3. Ensure that all drivers working on SDSU FSO lands have appropriate paperwork on file with SDSU FSP before doing any work on a project.
   4. Fully acknowledge CUSD in any published or formally presented material developed or derived collaboratively from this partnership.

ARTICLE IV – TERM OF AGREEMENT

This Agreement will be effective for a period of one year from the date of final signature, unless it is terminated earlier by one of the three parties pursuant to ARTICLE VIII that follows.

ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. They are:

   1. San Diego State University, College of Sciences – Field Stations Programs:
      Pablo Bryant, Research Technology Manager
      SDSU FSP – GMCS 604
      5500 Campanille Drive
      San Diego, CA 92182-1010
      (619) 507-0944
      pbryant@sciences.sdsu.edu

      Dr. Stanley Maloy, Dean/Biology Professor

SDSU FSP – GMCS 604
5500 Campanille Drive
San Diego, CA 92182-1010
(619) 594-5142
smaloy@sciences.sdsu.edu

Julie Mitsven, Director of Resource Management
SDSU FSP – GMCS 604
5500 Campanille Drive
San Diego, CA 92182-1010
(619) 594-2590

2. CUSD:
Julie Hatchel, Assistant Superintendent, Education Services
33122 Valle Rd.
San Juan Capistrano, CA 92675
(949) 234-9229
jhatchel@capousd.org
Fax: (949) 489-0467

B. Changes in Key Officials – Neither SDSU FSP or CUSD may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI – REPORTS AND/OTHER DELIVERABLES

A. Schedule and Milestones
   1. The SDSU FSP and CUSD representatives will meet bi-annually to collaborate about program progress. Adjustments will be made after each meeting to ensure achievement of stated goals and objectives.
   2. The Lead Scientist from SDSU FSP and Assistant Superintendent, Education Services will meet annually to draft a new MOU or otherwise modify the project for the following year.

B. Description of Project Reports
   1. Notes summarizing the meetings will serve as the project reports. Within 10 days after the final meeting, summary notes will be distributed to all participants.
   2. Capistrano Unified School District will use the project reports to create a presentation to share with the Board of Trustees on a yearly basis.

ARTICLE VII – MODIFICATION AND TERMINATION

The proposed Agreement may be modified or terminated at any time by the mutual consent of the parties or by either party with sixty days advance written notice.

ARTICLE VIII – STANDARD CLAUSES

A. Civil Rights
   1. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age or sex.

B. Liability
   1. Capistrano Unified School District accepts responsibility for any property damage, injury, or death caused by the negligent acts or omission of their respective faculty, employees, or agents arising under this MOU, to the fullest extent of the law.
   2. San Diego State University, College of Sciences – Field Stations Programs shall be responsible from the negligent or wrongful act or omission of its employee(s) while acting within the scope of his or her employment and with the scope of this MOU.

C. Publications of Results of Studies
   1. No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no Agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

ARTICLE X – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR SAN DIEGO STATE UNIVERSITY, COLLEGE OF SCIENCES – FIELD STATIONS PROGRAMS

Signature: _____

Name: Stan Maloy

Title: Dean – College of Sciences

Date: _____

FOR CAPISTRANO UNIFIED SCHOOL DISTRICT

Signature: _____

Name: Joseph M. Farley, Ed. D

Title: Superintendent

Date: _____

Signature: _____

Name: Gary Pritchard, Ph.D

Title: President, CUSD Board of Trustees

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

September 10, 2012

TO: Joseph M. Farley, Superintendent

FROM: Jane Boos, Manager, Board Office Operations

SUBJECT: **REQUESTED GOVERNING BOARD COMPENSATION INFORMATION**

Trustee Palazzo requested the amount of compensation provided to governing board members in Orange County school districts. When comparing compensation levels between districts of different enrollment, it is important to note that Education Code Section 35120 governs the maximum compensation that may be provided to board members, based on the average daily attendance (ADA) of the district. The following table summarizes the provisions of the code:

- Districts with ADA above 400,000, compensation not to exceed $2,000 a month
- Districts with ADA 60,000 or less, but more than 25,000, compensation not to exceed $750 a month
- Districts with ADA 25,000 or less, but more than 10,000, compensation not to exceed $400 a month
- Districts with ADA 10,000 or less, but more than 1,000, compensation not to exceed $240 a month
- Districts with ADA 1,000 or less, but more than 150, compensation not to exceed $120 a month
- Districts with ADA 150 or less, compensation not to exceed $60 a month

In addition to the maximum compensation described above, on an annual basis a governing board may increase compensation beyond the limits referenced, in an amount not to exceed five percent based on the present monthly rate of compensation. This explains why some Orange County boards are compensated above the maximum compensation permitted by the Education Code.

DISTRICT (ADA)	NO. OF TRUSTEES	MAXIMUM COMPENSATION PERMITTED BY ED. CODE (unless there is a board-approved increase of not more than five percent)	CURRENT LEVEL OF PAY	REIMBURSEMENT INFORMATION	RECENT SALARY REDUCTIONS
Anaheim City SD (19,000)	5	$400	$419	Conferences, travel, health and welfare	Reduced to match employee cuts (from $441)
Buena Park SD (5,340)	5	$240	$240	Conferences, travel, health and welfare	
Centralia SD (4,350)		$240			
Cypress SD (4,000)	5	$240	$240	Conference and travel	
Fountain Valley SD (6,147)		$240			

EXHIBIT 2A

20a

Fullerton SD (13,632)	5	$400	$400	Conference, travel, local mileage allowance	Pending discussion
Huntington Beach City SD (7,171)	5	$240	$240	Conferences, travel, health and welfare	
La Habra City SD (5,218)	5	$240	-0-	Conferences and travel	
Lowell Joint SD (3,024)	5	$240	$233.43	Conferences and travel	Total of 3.5 percent for 2012-2013; .75 percent per month (from $242)
Magnolia SD (6,400)	5	$240	$338.63	CSBA Conference and travel only due to budget	
Ocean View SD (9,500)	5	$240	$252	Conference and travel	
Savanna SD (2,400)	5	$240	$372.89 (2) $355.13 (2) $240 (1)	Conferences and travel	
Westminster SD (10,000)	5	$240	$240	Conferences and travel	Dec. 2010 reduced due to declining enrollment (from $420)
Anaheim Union High School District (32,307)	5	$750	$854.99	Conferences, travel, health and welfare	
Fullerton Joint Union High School District (14,609)	5	$400	$459	Conferences and travel	5 percent reduction (from $480)
Huntington Beach Union (HS) (15,809)	5	$400	$473.55	Conferences and travel	
Brea-Olinda USD (5,939)	7	$240	$288	Conference and mileage	Reduced 1 percent in 2011-2012 and approx. 6 percent in 2012-2013.
Capistrano USD (50,934)	7	$750	$361.35	Conferences and travel, health and welfare	Reduced 50 percent (from $750) in 2008; June 2012 reduced to match CUEA cut.
Garden Grove USD (47,855)	5	$750	$738.75	Conferences and travel	Beginning 11/2/10 and approved annually, 2.25 percent reduction, equal to reduction taken by all district employees.
Irvine USD (26,134)	5	$750	$400	Conferences, travel, medical and dental insurance	
Laguna Beach USD (2,890)	5	$240	-0-	Conferences, travel, mileage Same benefits as certificated management employees	
Las Alamitos USD (9,644)	5	$240	$250	Conferences, travel, and mileage	

Newport-Mesa USD (21,353)	7	$400	$447.72	Receive the same benefits as management employees. Vested after five years on the Board and can retire and receive the same benefits as employees ages 55-65.	
Orange USD (30,000)	7	$750	$675	Conferences and travel	Voluntary, 10 percent aligned with employees pay reduction, approx. 3 years ago (from $750)
Placentia-Yorba Linda USD (26,000)	5	$750	$729.75	Conferences and travel*	February 2010 the board took a $195 annual reduction for 2009-2010 and $290 for 2010-201; and on July 1, 2012, the board voted to reduce its compensation (from $750). All reductions are equivalent to the reduction for staff due to furlough days. 2012-2013 compensation could be lowered if more furlough days are added.
Saddleback Valley USD (31,960)	5	$750	$786	Conferences, travel, health and welfare	5 percent reduction taken in 7/09 (from $827)
Santa Ana USD (54,437)	5	$750	$787.50	Conferences, travel, health and welfare	
Tustin USD (22,900)	5	$400	$516.21	Same as staff	3.7 percent in June 2010

*Placentia-Yorba Linda USD—Trustees attending the CSBA conference are paying for their own travel expenses this year
Savanna SD explanation of pay—2 Trustees receive $355.13--did not take the five percent increase in 2010-2011; New member starting rate is $240

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – SPECIAL MEETING
AUGUST 13, 2012
EDUCATION CENTER – BOARD ROOM

President Pritchard called the meeting to order at 10:00 a.m. The Board recessed to closed session to discuss Public Employee Appointment/Employment and Public Employee Discipline/Dismissal/Release.

The regular meeting of the Board reconvened to open session and was called to order by President Pritchard at 11:03 a.m.

The Pledge of Allegiance was led by President Pritchard.

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

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 Brick, and carried by a 5-0 vote to adopt the Board agenda.

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

President's Report From Closed Session Meeting

Trustee Pritchard reported the following action taken during closed session:

Agenda Item #3A1-A3 – Public Employee Appointment/Employment:

The Board voted by a 5-0 vote to approve the appointment of Robert Miller, Principal, Las Flores Middle School.

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

The Board voted by a 5-0 vote to approve the appointment of Amy Bryant, Principal, Ladera Ranch Elementary School.

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

The Board voted by a 5-0 vote to approve the appointment of John Forney, Executive Director, Facilities and Plant Operations.

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

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

The Board gave direction to staff.

DISCUSSION/ACTION

It was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried by a 5-0 vote to approve and award Bid No. 1213-04, San Juan Hills High School New Baseball Dugouts Project in the amount of $92,400 to RSB Group, Incorporated, funded by CFD 98-2.

SJHHS Baseball Dugout Bid Award
Agenda Item 1

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

CONSENT CALENDAR

It was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried by a 5-0 vote to approve the following Consent Calendar items:

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

Resignations, retirements, and employment of classified personnel.

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

Resignations, retirements, and employment of certificated personnel.

Resignations/ Retirements/ Employment (Certificated Personnel)
Agenda Item 3

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

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

Trustee Pritchard announced the meeting adjourned at 11:08 a.m.

_____
Board Clerk

_____
Secretary, Board of Trustees

President Pritchard called the meeting to order at 6:00 p.m. and announced closed session agenda item 3B, Public Employee Appointment/Employment, had been pulled from the closed session agenda on August 17. The Board recessed to closed session to: confer with Real Property Negotiators regarding the property at 2 Liberty, Aliso Viejo and discuss Public Employee Performance Evaluation.

Closed session recessed at 6:30 p.m.

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

The Pledge of Allegiance was led by Trustee Bryson.

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

Permanent Record

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

Adoption of the Board Agenda

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

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

President's Report From Closed Session Meeting

President Pritchard reported the following action taken during closed session:

Agenda Item #3 A – Real Property Negotiators:
Property at 2 Liberty, Aliso Viejo

The Board gave direction to staff.

Agenda Item #3 C – Public Employee Performance Evaluation - Superintendent:

No action was taken.

Board and Superintendent Comments

Trustee Palazzo requested staff provide Trustees with the number of full and minimum days of attendance by elementary, middle, and high school students for 2012-2013. Trustee Palazzo also requested updated lists of employee layoffs and releases for both certificated and classified staff using the same format as in the past.

Oral Communications

There were no speakers.

DISCUSSION/ACTION

Update on California Preparatory Academy
Agenda Item 1

Assistant Superintendent Julie Hatchel stated staff would be providing information on the status of the new Capistrano Unified Independent Study School, California Preparatory Academy. Dr. Rob Nye has been overseeing the program and the academy is ready to launch in September. Mrs. Hatchel explained the program is a blended program which means it is online with a face-to-face component as well. Using a live demonstration of California Preparatory Academy's synchronous technology, from the Thornsley building where the academy is housed, Dr. Rob Nye provided a PowerPoint presentation on the synchronous tools by CISCO, a detailed description of the program, student enrollment, survey results from the pilot, and next steps. Following the presentation Dr. Nye answered Trustee questions.

Trustee Hatton requested staff to provide Trustees with profile data on the students enrolled in the academy. Trustee Bryson asked staff to publicize the program aired on the Fox channel on Sunday, August 19 regarding online schools.

CSEA Grievance
Agenda Item 2

Assistant Superintendent Jodee Brentlinger stated the collective bargaining agreement with CSEA outlines a process when a classified employee or the Association believes there has been a misinterpretation, a misapplication, or a violation of the specific provisions of the contract. If an employee or the Association is not satisfied with the decision at Level III of the process, the employee or Association may request an appeal through arbitration. CSEA requested to appeal grievances on behalf of five employees alleging violations of Article 3.7.1. The matter was heard by a state appointed arbitrator in February, and on July 12, 2012, the District received the decision from the arbitrator. The arbitrator upheld the District's positions that the grievances filed by CSEA were untimely and also substantiated the District had a long-standing practice of temporary additional assignments. The resolution for Board approval fulfills a requirement that the contract requests, and establishes a practice for any additional grievances that may be brought through arbitration.

It was moved by Trustee Alpay, seconded by Trustee Addonizio, and motion carried by a 7-0 vote to approve Resolution No. 1213-13, Final Resolution Regarding Grievance Filed by CSEA on Behalf of Classified Employees.

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

Classified Layoffs
Agenda Item 3

Assistant Superintendent Jodee Brentlinger explained this item is due to revenue reductions that Title 1 funds incurred following the original layoff resolution brought to the Board on April 25, 2012. There has also been some finalized classified staffing at the 12 middle schools with the Opportunity Assistants and the in-house suspension program. This resolution balances the staffing of the Opportunity Assistants across the middle schools and reduces positions no longer funded through Title 1 funds.

Following discussion, it was moved by Trustee Pritchard, seconded by Trustee Brick, and motion carried by a 5-2 vote to approve Resolution 1213-14, Classified Layoff Non-Management Employees, in the designated classifications.

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

President Pritchard asked Trustees for items they wished to pull from the Consent Calendar. Agenda items 4 and 35 were pulled.

Items Pulled from the Consent Calendar

CONSENT CALENDAR

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

Expunging of expulsion record: Case #2012-008.

Expunging Student Record
Agenda Item 5

Adoption of *Mañana* published by Advance Materials ©2011.

Instructional Materials
Agenda Item 6

Adoption of *Azulejo, 2nd edition* published by Wayside Publishing ©2012.

Instructional Materials
Agenda Item 7

Adoption of *The Boy in the Striped Pajamas* written by John Boyne and published by Random House © 2006, *The Face on the Milk Carton* written by Caroline Cooney and published by Random House © 1990, *The Hunger Games* written by Suzanne Collins and published by Scholastic © 2008, *One Crazy Summer* written by Rita Williams-Garcia and published by Scholastic © 2010.

Instructional Materials
Agenda Item 8

Adoption of *1 2 3 Student Yearbook Guide* published by Jostens ©2010.

Instructional Materials
Agenda Item 9

Adoption of *Focus on Photography* written by Hermon Joyner and Kathleen Monaghan published by Davis Publications ©2007.

Instructional Materials
Agenda Item 10

Approval of the July 31, 2012, Consolidated Application and Reporting System Data Collections.

Consolidated Application and Reporting System
Agenda Item 11

Approval of the CHOC Children's Breathmobile Program Memorandum of Understanding (MOU).

CHOC MOU
Agenda Item 12

Approval of the Western Digital Foundation grant award of $5,877 for the Putting the E in STEM: Engineering is Elementary program.

Western Digital Foundation Grant
Agenda Item 13

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

Purchase Orders/Warrants
Agenda Item 14

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

Professional Services Agreements
Agenda Item 15

Approval of the ratification of special education Informal Dispute Resolution agreement case #070312.	**Informal Dispute Resolution Agreement Agenda Item 16**
Approval of the Financial Obligation Agreement between the District and Orange County Department of Education in connection with special education settlement agreement #2012020831.	**Financial Obligation Agreement Agenda Item 17**
Approval of the Agreement between the District and Orange County Health Care Agency to provide educationally related mental health services as requested by the District.	**Mental Health Services Agreement Agenda Item 18**
Approval of the Memorandum of Understanding between the District and Orange County Superintendent of Schools to conduct special education programs and services for eligible District students July 1, 2012 through June, 30, 2013.	**OCDE MOU Agenda Item 19**
Resolution No. 1213-02 authorizing the levy of Special Tax in CFD No. 88-1 (Rancho Santa Margarita) for fiscal year 2012-2013.	**CFD 88-1 Agenda Item 20**
Resolution No. 1213-03 affirming, ratifying, and authorizing the levy of a Special Tax in CFD No. 90-1 (Coto de Caza), for fiscal year 2012-2013.	**CFD 90-1 Agenda Item 21**
Resolution No. 1213-04 authorizing the levy of Special Tax in CFD No. 90-2 (Talega) for fiscal year 2012-2013.	**CFD 90-2 Agenda Item 22**
Resolution No. 1213-05 authorizing the levy of a Special Tax in Improvement Area (IA) No. 2002-1 of CFD No. 90-2 (Talega) for fiscal year 2012-2013.	**CFD 90-2 Agenda Item 23**
Resolution No. 1213-06 authorizing the levy of Special Tax in CFD No. 92-1 (Las Flores) for fiscal year 2012-2013.	**CFD 92-1 Agenda Item 24**
Resolution No. 1213-07 authorizing the levy of Special Tax in CFD No. 94-1 (Rancho Santa Margarita) for fiscal year 2012-2013.	**CFD 94-1 Agenda Item 25**
Resolution No. 1213-08 authorizing the levy of Special Tax in CFD No. 98-1A (Pacifica San Juan) for fiscal year 2012-2013.	**CFD 98-1A Agenda Item 26**
Resolution No. 1213-09 authorizing the levy of Special Tax in CFD No. 98-2 (Ladera) for fiscal year 2012-2013.	**CFD 98-2 Agenda Item 27**
Resolution No. 1213-10 authorizing the levy of Special Tax in CFD No. 2004-1 (Rancho Madrina) for fiscal year 2012-2013.	**CFD 2004-1 Agenda Item 28**
Resolution No. 1213-11 authorizing the levy of Special Tax in CFD No. 2005-1 (Whispering Hills) for fiscal year 2012-2013.	**CFD 2005-1 Agenda Item 29**
Resolution No. 1213-12 authorizing the levy of Special Tax in CFD No. 87-1 (Mission Viejo/Aliso Viejo) for fiscal year 2012-2013.	**CFD 87-1 Agenda Item 30**
Approval of amendment to Consultant Agreement No. C0910101with Harbottle Law Group for general legal services as required by the District.	**Consulting Agreement Amendment Agenda Item 31**

Agreement for Participation – Inside the Outdoors School Program No. 50057 with Orange County Superintendent of Schools to provide the Traveling Scientist Programs to various schools as requested by the District.	**Agreement for Participation with OCDE** **Agenda Item 32**
Agreement for Participation – Inside the Outdoors Field Program No. 50070 with Orange County Superintendent of Schools to provide field trips for various schools as requested by the District.	**Agreement for Participation with OCDE** **Agenda Item 33**
Agreement for Use of Resident Outdoor Science School Facilities, Supplies, Equipment, and Services No. 50003 with Orange County Superintendent of Schools to provide the Outdoor Science School Program for various schools as requested by the District.	**Agreement for Participation with OCDE** **Agenda Item 34**
Approval of the renewal of the Limited Use License Agreement between the District and Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC) for student use of Tijeras Creek Park.	**Limited Use License Agreement** **Agenda Item 35**
Approval of authorization to utilize the State of California Multiple Award Schedule Contract No. 4-11-03-0492A, General Services Administration schedule GS-07F-0509W, to obtain the right to utilize software, receive technical support services, and software upgrades related to the installation, maintenance and use of the facility use permit processing software, Civic Permits, from SectorPoint, Inc., under the same terms and conditions of the public agency's contract.	**Software/Technical Support Piggyback Bid** **Agenda Item 36**
Approval of the award of RFQ No. 4-1213, Snack & Beverage Vending Services, to Vending + Plus.	**Snack and Vending Services** **Agenda Item 37**
Donation of equipment.	**Donations** **Agenda Item 37A**
Resignations, retirements, and employment of classified personnel.	**Resignations/ Retirements/ Employment (Classified Personnel)** **Agenda Item 38**
Resignations, retirements, and employment of certificated personnel.	**Resignations/ Retirements/ Employment (Certificated Personnel)** **Agenda Item 39**

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

Minutes
Agenda Item 4

Trustee Bryson requested her remarks regarding Dr. Farley's competence and capabilities following Vicky Soderberg's comments during the discussion of agenda item 24 (agenda page 41) be added to the minutes.

It was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried unanimously to approve the minutes of the July 25, 2012, regular Board meeting as amended.

Limited Use License Agreement
Agenda Item 35

Trustee Palazzo questioned why the dollar amount in the item's descriptive paragraph did not match the dollar amount in the item's exhibit. Deputy Superintendent Clark Hampton stated he would need to have staff research the discrepancy.

It was moved by Trustee Palazzo, seconded by Trustee Addonizio, and motion carried unanimously to approve continuing the renewal of the Limited Use License Agreement between the District and Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC) for student use of Tijeras Creek Park to the next meeting.

Adjournment

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

President Pritchard announced the meeting adjourned at 7:41 p.m.

_____
Board Clerk

_____
Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations

Board of Trustees Purchase Order Listing
======== Fiscal Year: 2012-13 ========
Board of Trustees Meeting.....SEPTEMBER 10, 2012

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
5191	87	D.I.R. DIV. OF LABOR STANDARDS	LCP /Fac Acq /FNMS	1,996.33
5192	98	CALIFORNIA TRACK & ENGINEERING	SI:Const/Fac Acq /SJHHS	5,000.00
5193	98	MULLER DEVELOPMENT COMPANY	BI:Const/Fac Acq /SJHHS	24,900.00
5194	87	COASTAL BLUE	BI:Other/Fac Acq /FNMS	97.46
5195	98	NMG GEOTECHNICAL INC	BI:CTest/Fac Acq /SJHHS	5,830.00
			5 Purchase Orders	$37,823.79

EXHIBIT 6

Attachment 1

Board of Trustees Purchase Order Listing
======== Fiscal Year: 2012-13 ========
Board of Trustees Meeting.....SEPTEMBER 10, 2012

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

PO No.	Fund	Vendor	Description	Amount
321174	1	ISLAND VIEW ACADEMY	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	5,941.00
			Sub MHBC/NPS /Dstrctwd	73,730.00
			Sub MHBC/PsychSer/Dstrctwd	31,025.00
321175		VOID	VOID	0.00
321176		VOID	VOID	0.00
321177	1	MR CLEAN MAINTENANCE SYSTEMS	Rntl:Oth/Custodil/Dstrctwd	40,239.54
321178	1	QUALITY TOWING	Serv&Op /PuplTran/Dstrctwd	5,000.00
			Serv&Op /Dist Veh/Dstrctwd	5,000.00
321179	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/BAMS	1,800.00
321180	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Castille	8,559.00
321181	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/FNMS	2,160.00
321182	1	PC MALL GOV	Serv&Op /Grph Art/Dstrctwd	673.14
321183	69	STROUD, KEITH R	Serv&Op /Enterprs/Dstrctwd	3,612.00
321184	1	DELL COMPUTER	Serv&Op /TIS /Dstrctwd	2,818.83
321185	1	COMPLETE OFFICE OF CA	SplsNonI/SupvAdmn/Dstrctwd	520.39
321186	1	ANIMAL PEST MANAGEMENT SERVICE	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
321187	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	5,866.86
321188	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/VdelMarE	8,000.00
321189	1	UNION BANK OF CALIFORNIA	PARS /Undesig /Dstrctwd	140,000.00
321190	1	STAPLES ADVANTAGE	SplsNonI/Purch /Dstrctwd	135.79
321191	1	CAROL SHACK-LAPPIN	CnsltNon/PsychSer/Dstrctwd	24,999.00
			SubNonCn/PsychSer/Dstrctwd	35,001.00
321192	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	1,136.06
321193	1	ARCHIPELAGO LEARNING	Serv&Op /Instrctn/Marblehd	1,682.15
321194	1	COUNTY OF RIVERSIDE	CnfrNonI/Purch /Dstrctwd	396.00
321195	1	PHONAK INC	SplsNonI/HlthServ/Dstrctwd	4,521.86
321196	11	CALIFORNIA DEPT. OF EDUCATION	Serv&Op /Instrctn/Dstrctwd	1,460.00
321197	1	APPLE COMPUTER INC	NonCapEq/Enterprs/DJAMS	601.71
			NonCapEq/Instrctn/DJAMS	601.71
321198	1	CNB COMPUTERS INC	NonCapEq/Instrctn/ArroyoEl	10,465.00
321199	1	OFFICE DEPOT	SplsNonI/Sch Adm /Cal Prep	3,000.00
			InstMtls/Instrctn/Cal Prep	2,000.00
321200	1	DELL COMPUTER	NonCapEq/Instrctn/Cal Prep	645.81
321201	1	MARDAN CENTER OF ED	NPS /NPS /Dstrctwd	2,752.00
321202	1	THERAPEUTIC EDUCATION CENTER	NPS /NPS /Dstrctwd	9,570.00
321203	1	AUTISM SPECTRUM CONSULTANTS	NPA /NPA /Dstrctwd	3,390.00
321204		VOID	VOID	0.00
321205	1	MCGRAW HILL INC	K-8Textb/Instrctn/Dstrctwd	6,261.56
321206	1	INAVAS MEDICAL INC	SplsNonI/Sch Adm /Las Palm	32.70
321207	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	234.00
321208	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	156.00
321209	1	ENTERPRISE FLEET MANAGEMENT	Rntl:Oth/Dist Veh/Dstrctwd	12,547.09
321210	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/SCHS	7,556.50
321211	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Marblehd	8,785.00

Board of Trustees Purchase Order Listing
======== Fiscal Year: 2012-13 ========
Board of Trustees Meeting.....SEPTEMBER 10, 2012

PO No.	Fund	Vendor	Description	Amount
321212	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Barcelon	5,163.00
321213	1	PREMIERE WATER SERVICES	Rntl:Oth/RR:Bldgs/Dstrctwd	4,270.00
321214	1	BATTERYEDGE.COM	InstMtls/Instrctn/RH Dana	59.91
321215	1	BATTERYEDGE.COM	InstMtls/Instrctn/MFMS	802.19
321216	1	ENTERPRISE FM TRUST	Rntl:Oth/Dist Veh/Dstrctwd	2,018.06
321217	1	JANNEY, MICHAEL & VANESSA	Serv&Op /SEOthIns/Dstrctwd	750.00
			Serv&Op /PuplTran/Dstrctwd	88.50
321218	1	JANNEY, MICHAEL & VANESSA	Serv&Op /SEOthIns/Dstrctwd	6,750.00
			Serv&Op /PuplTran/Dstrctwd	800.00
321219	1	LRP PUBLICATIONS	SplsNonI/SupvAdmn/Dstrctwd	11,717.00
321220	1	TIME FOR KIDS	InstMtls/Instrctn/Kinoshta	1,000.14
321221	1	STEP PUBLISHERS	SplsNonI/GuidCnsl/Dstrctwd	329.80
			SplsNonI/CommServ/FRC:AnxI	329.80
321222	1	AMERICAN LOGISTICS COMPANY LLC	Serv&Op /PuplTran/Dstrctwd	150,000.00
321223	1	DELL COMPUTER	Serv&Op /Enterprs/Dstrctwd	428.47
321224	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /FNMS	2,000.00
			InstMtls/Instrctn/FNMS	2,000.00
321225	1	SPARKLETTS	SplsNonI/Pup Serv/Dstrctwd	96.75
321226	1	OFFICE DEPOT	SplsNonI/Sch Adm /Ambuehl	500.00
321227	1	STAPLES ADVANTAGE	InstMtls/Instrctn/AVMS	500.00
			SplsNonI/Sch Adm /AVMS	500.00
321228	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/AVMS	500.00
			SplsNonI/Sch Adm /AVMS	500.00
321229	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	196.47
321230	1	DELL COMPUTER	Serv&Op /Enterprs/Dstrctwd	61.21
321231	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /Don Juan	4,000.00
321232	1	DELL COMPUTER	SplsNonI/Sch Adm /Malcom	120.66
321233	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	781.20
321234	1	IMAGE 2000	SplsNonI/Sch Adm /VdelMarE	1,000.00
			InstMtls/Instrctn/VdelMarE	1,000.00
321235	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Lgna Nig	258.98
321236	1	CNB COMPUTERS INC	SplsNonI/Enterprs/Dstrctwd	2,443.00
321237	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	331.17
321238	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Ambuehl	2,000.00
321239	1	CNB COMPUTERS INC	SplsNonI/Enterprs/Dstrctwd	314.00
321240	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	335.76
321241	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Oak Grv	2,800.00
321242	68	CULVER-NEWLIN INC	SplsNonI/Enterprs/Dstrctwd	274.76
321243	1	SADDLEBACK GOLF CARS	SplsNonI/Sch Adm /ANHS	843.02
321244	1	CDWG Inc	InstMtls/Instrctn/Kinoshta	208.39
321245	1	CULVER-NEWLIN INC	SplsNonI/Sch Adm /Wagon Wh	479.49
321246	1	CAMCOR INC	NonCapEq/Instrctn/LRMS	1,053.80
321247	1	CAMCOR INC	InstMtls/Instrctn/LadraElm	459.26
321248	1	MOBILE COMMUNICATION REPAIR	SplsNonI/Sch Adm /Wagon Wh	2,443.77
321249	1	SADDLEBACK GOLF CARS	SplsNonI/Sch Adm /ANHS	500.00
321250	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/Concordi	189.64
321251	1	MOBILE COMMUNICATION REPAIR	SplsNonI/Sch Adm /Del Obis	610.94
321252	1	HEWLETT-PACKARD COMPANY	InstMtls/Instrctn/SJHHS	220.62
321253	1	CULVER-NEWLIN INC	SplsNonI/PuplTran/Dstrctwd	365.53
321254	1	CAMCOR INC	NonCapEq/PrntPart/Dstrctwd	459.26

Board of Trustees Purchase Order Listing
======== Fiscal Year: 2012-13 ========
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PO No.	Fund	Vendor	Description	Amount
321255	1	MOBILE COMMUNICATION REPAIR	SplsNonI/Sch Adm /Don Juan	407.30
321256	1	MCMAHAN DESK INC	NonCapEq/Sch Adm /Don Juan	2,132.24

80 Purchase Orders $720,269.79

Board of Trustees Warrant Listing
======== Fiscal Year: 2012-13 ========
Board of Trustees Meeting.....SEPTEMBER 10, 2012

Warrant Number	Name of Payee	Reference Number	Amount
178055	CAPISTRANO UNIFIED SCHOOL DIST	CL-120835	3,429.20
		PO-320116	66,484.11
178056	UNUM LIFE INSURANCE	PO-320113	9,158.76
178057	ACSA REGION XVII	PO-321048	250.00
178058	APPLE COMPUTER INC	PO-320711	435.92
		PO-320715	6,017.11
178059	AUTO SHOP EQUIP CO INC	PO-320655	42.21
178060	CAMCOR INC	PO-320410	96.78
178061	CINTAS CORP	PO-320245	121.12
		PO-320319	777.73
178062	CINTAS CORPORATION #640	PO-320527	601.34
178063	COMPVIEW	PO-315489	504.76
178064	CONTRACT PAPER GROUP INC.	PO-320059	25,678.98
178065	CREATIVE FORMS DESIGN INC	PO-315486	542.95
178066	DAKTRONICS INC	PO-320106	515.00
178067	DANIELS TIRE SERVICE	PO-320570	1,511.07
178068	DAVE BANG ASSOCIATES INC	CL-121265	2,617.95
		CL-121266	800.00
178069	DELL MARKETING L P	PO-320446	7,565.41
		PO-320450	2,902.76
		PO-320489	6,759.34
		PO-320495	2,892.76
		PO-320716	479.89
178070	DISCOUNT SCHOOL SUPPLY	PO-320385	1,175.74
178071	DUNN-EDWARDS CORP	PO-320322	1,267.46
178072	DYNAVOX SYSTEMS LLC	CL-121029	520.44
178073	E. STEWART AND ASSOCIATES	PO-320341	16,605.42
178074	FACTORY MOTOR PARTS	PO-320537	697.93
178075	FLEET SERVICE SPECIALIST LLC	PO-320538	552.49
178076	FREEWAY AUTO SUPPLY & MACHINE	PO-320539	173.29
178077	FRICTION MATERIALS CO.	PO-320540	1,434.48
178078	GANAHL LUMBER	PO-320324	565.60
178079	HD SUPPLY FACILITIES MAINTN	PO-320166	1,515.52
178080	HIRSCH PIPE & SUPPLY	PO-320326	371.71
178081	HYDRO-SCAPE PRODUCTS INC	PO-320328	485.15
178082	JOHN DEERE LANDSCAPES	PO-320330	494.21
178083	JOHNSTONE SUPPLY	PO-320331	6,473.02
178084	EDUCATIONAL TESTING SERVICE	PO-321001	2,368.00
178085	EXECUTIVE ENVIRONMENTAL SVCS	PO-320894	823.49
178086	AUTISM BEHAVIOR CONSULTANTS	CL-120639	3,438.25
		CL-121461	1,340.90
178087	CENTER FOR AUTISM &	CL-120649	225.00
		CL-121459	199.41
		CL-121479	257.00

Attachment 2

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
178088	DEAFinitely PROFESSIONAL	CL-120916	8,850.00
		CL-121011	2,160.00
178089	DEVEREUX TEXAS TREATMENT	CL-121297	554.18
178090	FARRELL, MIN KIM AND DONALD	CL-120113	1,200.00
178091	HARRIS, SUE & ALEX	CL-121150	271.49
		CL-121448	269.21
178092	LEISURE CARE NURSES REGISTRY	CL-120671	1,292.00
178093	PROVIDENCE SPEECH AND	CL-121460	55.00
		CL-121463	550.00
178094	SAMUELIAN, ROBERT AND SHERI	CL-120129	9,974.00
178095	THERAPEUTIC EDUCATION CENTER	CL-120131	1,125.00
		CL-120133	1,125.00
		CL-120917	660.00
		CL-121010	450.00
		CL-121066	2,640.00
		CL-121067	450.00
		CL-121068	675.00
178096	AVID CENTER - NATIONAL	PO-321037	839.00
178097	CHINO VALLEY USD	PV-130113	175.00
		PV-130114	175.00
178098	JOCHAM, SARA	PV-130116	332.62
178099	ORANGE COUNTY DEPT OF EDUCATIO	CL-120244	99.00
		CL-121422	99.00
178100	ORANGE CTY DEPT EDUC	CL-120710	1,400.00
178101	TEHAMA COE/BTSA CLUSTER ONE	PO-320928	170.00
178102	BENS ASPHALT	PO-315266	8,114.04
178103	CONSOLIDATED ELECT DISTR	PO-320352	1,669.50
178104	PACIFIC MOBILE HOME CONS	PO-315161	33,583.18
178105	PACIFIC ROOFING SYSTEMS	PO-320394	1,362.00
178106	SAN DIEGO GAS & ELECTRIC	CL-121486	27,830.00
178107	SANTA MARGARITA WATER	CL-120259	5,649.04
		CL-121487	14,260.18
178108	SO CAL GAS CO	CL-120260	2,645.97
178109	SO COAST WATER DIST	CL-120265	9,472.06
		PO-320312	7,021.09
178110	SOUTHERN CALIFORNIA EDISON	CL-120262	2,761.90
178111	PACIFIC MOBILE HOME CONS	PO-315398	6,822.60
178112	DE LA PUENTE, CARRIE	PV-130117	11,193.60
178113	ANTONIUS, LYNDA	PV-130118	33.30
178114	BAILEY, REBECCA	PV-130119	124.32
178115	BUCKMAN, JENNIFER	PV-130120	86.58
178116	CURLEY, JULIE	PV-130121	76.04
178117	EATON, ANDREA	PV-130122	36.08
178118	FINNSSON, JAMIE	PV-130124	56.61
178119	FISCHER, VALERY	PV-130123	17.76

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
178120	FRIEDLANDER, DOROTHY	PV-130125	19.98
178121	HABEL-MORGAN, SHAUNA	PV-130126	29.97
178122	PINKERTON, DAN	PV-130127	11.10
178123	SANTOS, CHRIS	PV-130129	58.28
178124	SCHAFER, KEITH	PV-130130	56.06
178125	TAYNE, JULIE	PV-130131	43.85
178126	WILLIAMS, STEPHANIE	PV-130132	122.66
178127	ROSS, KIRSTEN	PV-130128	36.63
178128	BAUER, ADAM OR GINA	PV-130133	143.86
178129	BECERRIL, ARTURO OR BLANCA	PV-130134	57.28
178130	BIRTCH, RANDY OR LAURA	PV-130135	180.82
178131	BUI, HONG	PV-130136	29.30
178132	CUHADAROGLU, MEHMET OR BELGIN	PV-130137	645.91
178133	DUDHEKER, SANJAY OR SONALY	PV-130138	1,931.20
178134	FOLZ, WILLIAM OR JESSICA	PV-130139	155.84
178135	GARCES, TERRY OR JOYCE	PV-130140	178.62
178136	GEISERT, GARRETT OR LEAH	PV-130141	196.74
178137	GORDON, DEBRA L	PV-130142	223.47
178138	GUTIERREZ, ALFONSO OR MARIA	PV-130143	545.95
178139	HAMBLIN, GARY OR RHONDA	PV-130144	137.06
178140	HAMEED, SHAWN	PV-130145	179.95
178141	JAMES, JUSTIN & ARLEN	PV-130146	66.93
178142	LEVENDOSKI, RICHARD OR LEA	PV-130147	490.41
178143	MACNAMARA, DAN OR ALICIA	PV-130148	52.76
178144	O'CONNOR, BRENDAN & JACQUELINE	PV-130149	590.08
178145	PETHTEL, SCOTT OR MICHELLE	PV-130150	165.52
178146	PHAN, ANDRE	PV-130151	255.12
178147	ROLING, ROGER OR MIKAIL	PV-130152	271.40
178148	STALEY, ANNA DAWN OR MATTHEW	PV-130153	191.81
178149	TIERI, GERRY	PV-130154	222.60
178150	TRITZ, RICHARD &/OR JULIE	PV-130155	140.53
178151	EUGENE LEVIN	PO-320290	42.50
178152	KENNEY, ROBERT AND MARIE	CL-121152	747.00
178153	LAGUNA BEACH SCHOOL DIST	CL-120669	30,000.00
		CL-121230	3,102.50
178154	LAW OFFICES OF KATHLEEN LOYER	PO-320218	5,000.00
178155	LCRA TRUST	PO-320297	1,225.00
178156	PATTERSON, PAMELA	CL-120124	500.00
178157	PROVIDENCE SPEECH AND	CL-121463	495.00
178158	SADDLEBACK VLY SCH DIST	CL-120724	11,000.00
		CL-121239	1,840.00
178159	ALISO AQUATICS	PV-130156	4,874.80
		PV-130157	8,127.00
178160	INCREDIFLIX, INC	PV-130160	1,975.40
178161	KURT WESTLING SPORT CAMP	PV-130159	1,100.80

WARRANT LISTING

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
178162	OC ART STUDIOS	PV-130158	574.00
178163	STUTZ ARTIANO SHINOFF & HOLTZ	CL-121339	2,762.32
178164	T DAVIS & ASSOCIATES INC	PO-320327	3,750.00
178165	AVID CENTER - NATIONAL	PO-321099	1,678.00
178166	CABE	PO-320479	300.00
178167	1ST JON	PO-320302	708.43
178168	ACETEC SECURITY SYSTEMS	PO-320357	7,776.00
178169	ALISO NIGUEL AUTO CARE	PO-320521	52.76
178170	APPLE COMPUTER INC	PO-320444	41,321.39
178171	BATTERIES PLUS	CL-121251	1,215.08
		PO-320157	100.16
178172	BEE MAN	PO-320677	319.00
178173	BETTER BUSINESS RECORDS	PO-320158	126.46
178174	BIOMETRICS4ALL INC	PO-320029	15.75
178175	CAL-STATE AUTO PARTS INC	PO-320525	350.63
178176	CAPISTRANO GOLF CARS	PO-320871	861.55
		PO-320872	1,222.29
178177	CBT NUGGETS LLC	PO-320686	3,998.00
178178	CLEAN SOURCE	PO-320873	2,013.79
178179	CRS ADVANCED TECHNOLOGY	PO-321049	12,367.55
178180	ECS IMAGING INC	PO-320966	10,247.11
178181	FRICTION MATERIALS CO.	PO-320540	2,895.16
178182	HYDRO-SCAPE PRODUCTS INC	PO-320328	706.69
178183	IMAGE 2000	PO-320858	399.20
		PO-320861	743.44
178184	KNORR SYSTEMS INC	PO-320332	564.30
178185	LAWNMOWERS ETC	PO-320824	1,515.20
178186	LESLIES SWIMMING POOL SUPPLY	PO-320169	75.31
178187	LPR PUBLICATIONS	PO-320498	57.95
178188	W W GRAINGER INC	PO-320350	5,439.14
178189	STATE BD EQUALIZATION	PV-130161	707.00
178190	CAPISTRANO UNIFIED SCHOOL DIST	CL-120835	639.60
		PO-320116	69,279.14
178191	CORVEL CORPORATION	PO-320222	47,605.17
178192	MAIL FINANCE	PO-320275	1,101.82
178193	MERCURY DISPOSAL SYSTEM INC.	PO-320472	211.50
178194	MOORE'S SEWING MACHINE	PO-320259	138.47
178195	OFFICE DEPOT	PO-320051	7,760.84
178196	PC MALL GOV	CL-121466	124.77
		CL-121467	124.13
178197	PRAXAIR	PO-320179	276.76
178198	SCHOOL LOOP	PO-320461	68,971.61
178199	SEHI COMPUTER	CL-121478	1,002.08
		PO-320360	222.23
178200	SMART & FINAL	PO-320371	132.21

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
178201	SOUTH COAST MEDICAL GROUP	PO-320034	40.00
178202	SOUTHWEST SCHOOL SUPPLY	PO-320060	5,180.08
178203	SPICERS PAPER CO	PO-320143	4,034.51
178204	STAPLES ADVANTAGE	PO-320072	87.22
178205	THOMAS KELLY SOFTWARE ASSOC	PO-320860	6,500.00
178206	TIFCO INDUSTRIES	PO-320577	2,425.26
178207	VERNON LIBRARY SUPPLIES INC	PO-320852	830.16
178208	WAL MART COMMUNITY/GECRB	CL-121385	343.92
		CL-121386	85.66
178209	WATERLINES TECHNOLOGIES INC	PO-321070	12,637.69
178210	ZEP MANUFACTURING CO	PO-320566	541.89
178211	PSC ENVIRONMENTAL SERVICES	PO-320892	13,570.38
178212	BLIND CHILDREN'S LEARNING	PO-320468	2,760.00
		PO-320469	2,545.40
178213	ESCO EAR SERVICE CORP	PO-320280	180.00
178214	EUGENE LEVIN	PO-320290	42.50
178215	HCA BHS/PS	CL-120657	24,999.00
		CL-120658	419,935.32
178216	HEAR NOW ABRAMSON AUDIOLOGY	PO-320336	2,805.00
178217	KIDS INSTITUTE FOR DEVELOPMENT	PO-320396	5,520.00
		PO-320397	3,375.00
178218	OAK GROVE SCHOOL	CL-121451	4,510.00
178219	OCEANVIEW SCHOOL	PO-320224	4,568.00
		PO-320229	3,392.00
		PO-320230	3,032.00
		PO-320237	4,752.00
		PO-320239	5,052.00
		PO-320241	3,756.00
		PO-320670	2,544.00
		PO-320671	4,958.00
		PO-320837	3,192.00
		PO-320838	3,432.00
		PO-320839	3,432.00
178220	PATRICIA CROMWELL	PO-320344	150.00
178221	BACK TO BASICS BASKETBALL	PV-130163	3,180.00
178222	BLUE CREW BASEBALL CAMP,THE	PV-130167	4,521.60
178223	BRAIN BUILDERS EDUC PROGRAMS	PV-130164	1,108.80
178224	SAFFORD, MARGARET E	PV-130169	1,960.00
178225	SC BASEBALL	PV-130168	3,762.00
178226	JOCHAM, SARA	PV-130162	601.85
178227	BRISTOW, JEFFREY	PO-320865	5,865.00
178228	DEPT OF GENERAL SERVICES	PO-321098	230.00
178229	ILLUMINATE EDUCATION	PO-320414	200,000.00
178230	CITY OF SAN CLEMENTE	PO-321104	18,154.48
178231	CITY OF SAN JUAN CAPISTRANO	PO-320307	25,559.89

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Warrant Number	Name of Payee	Reference Number	Amount
178232	COMMERCIAL FENCE & IRON WORKS	PO-320745	1,455.00
178233	MOULTON NIGUEL WATER	PO-320310	21,357.47
178234	PACIFIC PLUMBING COMPANY OF	PO-320402	2,799.00
178235	SAN DIEGO GAS & ELECTRIC	PO-321103	71,131.12
178236	SANTA MARGARITA WATER	PO-320311	7,468.36
178237	SO CAL GAS CO	PO-320314	2,117.74
178238	SOUTHERN CALIFORNIA EDISON	PO-320313	93,021.30
178239	WESTGROUP MANAGEMENT INC	PO-321036	10,400.00
178240	WESTGROUP MANAGEMENT INC	PO-321036	1,700.00
178241	WESTGROUP MANAGEMENT INC	PO-321036	300.00
178242	GERHARD, DRU	PV-130173	1,726.33
178243	UNION BANK OF CALIFORNIA	PV-130171	150.33
		PV-130172	9,620.32
178244	CONNECTICUT GEN LIFE INS CO	PO-320140	14,774.76
178245	CONNECTICUT GENERAL LIFE	PO-320114	35,933.40
178246	ASCIP	PO-321122	1,739,187.00
178247	COMMUNITY ROOTS	PO-320595	103,792.00
178248	Capistrano Connections Academy	PO-320596	975,779.00
178249	JOURNEY CHARTER SCHOOL	PO-320594	161,240.00
178250	OPPORTUNITY FOR LEARNING	PO-320593	78,119.00
178251	OXFORD ACADEMY	PO-320597	384,580.00
178252	BOWIE ARNESON WILES &	PO-320291	4,541.57
178253	CITY OF SAN JUAN CAPISTRANO	PO-320307	17,994.89
178254	CONSOLIDATED ELECT DISTR	PO-320352	487.09
178255	COUNTY OF ORANGE-WASTE MNGT	PO-320309	934.65
178256	SAN DIEGO GAS & ELECTRIC	PO-321103	105,602.69
178257	SANTA MARGARITA WATER	PO-320311	97.13
178258	SO CAL GAS CO	PO-320314	3,141.49
178259	SO COAST WATER DIST	PO-320312	6,122.76
178260	SOUTHERN CALIFORNIA EDISON	PO-320313	28,386.99
178261	WEST COAST ARBORISTS INC.	PO-320346	477.00
178262	PUBLIC ECONOMICS INC	PO-315592	543.38
178263	TAISEI CONSTRUCTION CO.	PO-321173	3,000.00
178264	ACADEMIC BRIDGE ACADEMY	PV-130176	16,420.60
178265	DANA POLO BOYS	PV-130177	5,766.40
178266	EADS, DYLAN T.	PV-130178	100.00
178267	EDGE, CAREY	PV-130179	935.50
178268	EISNER, DYLAN	PV-130180	540.00
178269	JENKINS, PAT	PV-130181	5,376.60
178270	MATHER, GEOFF	PV-130182	240.00
178271	SC ADVANTAGE TENNIS CAMP	PV-130183	1,458.40
178272	SC SOCCER CAMP	PV-130184	2,246.40
178273	SHOLDER, COOPER	PV-130185	990.00

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Warrant Number	Name of Payee	Reference Number	Amount
178274	HERITAGE CENTER	CL-121301	612.00
		CL-121327	6,602.40
		CL-121328	1,530.00
178275	IRMA R. GARCIA	PO-320294	1,156.80
178276	TRICIA KRANTZ	PO-320348	1,128.60
178277	DANNIS WOLIVER KELLEY	CL-121224	3,809.26
		CL-121225	8,191.57
		CL-121226	1,124.55
178278	VAVRINEK TRINE DAY & CO LLP	CL-120739	4,957.05
		PV-130186	14,095.79
		PV-130187	3,564.33
178279	VHS COLLABORATIVE, THE	PO-320890	6,750.00
178280	1ST JON	PO-320302	469.78
178281	ACADEMIC THERAPY PUBL	PO-320829	3,157.09
178282	ALISO NIGUEL AUTO CARE	PO-320521	2,091.21
178283	AMS.NET	PO-320368	20,979.55
		PO-320910	100.00
178284	APPLE COMPUTER INC	PO-320444	1,944.55
		PO-320700	40.95
		PO-320917	435.92
		PO-320921	435.92
		PO-320931	2,036.48
		PO-320936	435.92
		PO-320955	2,830.86
178285	ATG - DESIGNING MOBILITY INC	PO-313788	405.51
178286	BARRETT-ROBINSON INC	PO-315588	2,830.00
178287	BOYCE INDUSTRIES	PO-320681	227.91
178288	BRIGHT EYES ENTERPRISE INC	PO-320695	164.82
178289	CAL-STATE AUTO PARTS INC	PO-320525	750.46
178290	CINTAS CORP	PO-320245	60.56
		PO-320319	1,201.44
178291	CINTAS CORPORATION #640	PO-320527	296.92
178292	CINTAS FIRST AID & SAFETY	PO-320246	147.88
178293	COSTCO S.J.C.	PO-320842	65,769.58
178294	CULVER-NEWLIN INC	PO-315341	38,543.05
178295	DANIELS TIRE SERVICE	PO-320570	2,189.22
178296	DELL MARKETING L P	PO-320438	41.23
		PO-320710	1,050.46
		PO-320714	25,139.15
		PO-320919	959.77
		PO-320926	6,284.80
		PO-320933	3,246.74
		PO-320939	785.61
		PO-320972	1,288.59

WARRANT LISTING

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
178297	DENAULT'S HARDWARE	PO-320162	12.37
		PO-320531	52.17
178298	ENET COMPONENTS INC	PO-320354	472.20
		PO-320687	1,200.00
178299	EVERYTHING MEDICAL	PO-320887	149.36
178300	F SOLUTIONS	PO-320254	1,360.00
178301	FACTORY MOTOR PARTS	PO-320537	283.61
178302	FLEET SERVICE SPECIALIST LLC	PO-320538	6,921.72
178303	FREEWAY AUTO SUPPLY & MACHINE	PO-320539	384.14
178304	FRICTION MATERIALS CO.	PO-320540	622.58
178305	GANAHL LUMBER	PO-320324	2,382.88
178306	HIRSCH PIPE & SUPPLY	PO-320326	715.55
178307	IPC USA	PO-320542	25,326.74
178308	JOHN DEERE LANDSCAPES	PO-320330	545.94
178309	KELLY PAPER COMPANY	PO-320118	4,406.94
178310	KNORR SYSTEMS INC	PO-320332	896.20
		PO-320513	816.00
178311	LAWNMOWERS ETC	PO-320824	785.72
178312	LOCAL JANITORIAL & VACUUM	PO-320170	209.62
178313	ADAMSON, CORAL	PV-130188	34.97
178314	BUSH, VIRGINIA	PV-130189	64.38
178315	CARDIN, PATTI	PV-130190	31.64
178316	CAUDILL, AMANDA	PV-130191	56.61
178317	CLIFT, LYNNETTE I	PV-130192	76.59
178318	DAVIS, DANIELLE	PV-130193	438.45
178319	DYE, JANETTE	PV-130194	33.30
178320	ENRIQUEZ, MICHELLE L	PV-130195	93.24
178321	PANNING LA BATE	PV-130196	73.82
178322	SELIKSON, DEBBIE	PV-130197	71.60
178323	SOLTIS, PAMELA	PV-130198	31.64
178324	CAPISTRANO UNIFIED SCHOOL DIST	CL-120835	60.80
		PO-320116	89,541.33
178325	UNUM LIFE INSURANCE	PO-320113	9,179.28
178326	COX COMMUNICATIONS	PO-320405	46,969.49
178327	MISSION AUTO SERVICE	PO-320545	494.75
178328	MOBILE FLEET WASH	PO-320849	981.50
178329	MOBILE LIFT GATE SERVICE	PO-320547	65.00
178330	MOORE'S SEWING MACHINE	PO-320259	194.01
178331	ONE STOP BINDERY	PO-320119	2,570.50
178332	PAC TYPEWRITER & COMM	PO-320262	126.37
178333	PACIFIC GO NATURAL GAS	PO-320551	3,849.28
178334	QUALITY TOWING	PO-321178	47.00
178335	RICKS TRAILER SUP	PO-320554	438.83
178336	RINCON TRUCK PARTS	PO-320575	923.75
178337	SCHAEFFER MFG	PO-320576	10,311.72

Board of Trustees Warrant Listing
======== Fiscal Year: 2012-13 ========
Board of Trustees Meeting.....SEPTEMBER 10, 2012

Warrant Number	Name of Payee	Reference Number	Amount
178338	SEHI COMPUTER	PO-320360	192.60
178339	SIMPLEX GRINNELL LP	PO-320399	2,837.00
178340	SKYLINE PEST CONTROL	PO-320682	330.00
178341	SMARDAN SUPPLY COMPANY	PO-320340	3,334.57
178342	SO COAST DISTRIBUTING CO	PO-320195	338.98
178343	SOUND IMAGE	PO-321076	660.00
178344	STORAGE CONTAINER.COM	PO-320198	253.00
178345	SUPPLY LINE BUILDING MATERIALS	PO-320202	28.28
178346	SYMANTEC CORPORATION	PO-321100	4,340.00
178347	TARGETSUCCESS	PO-320031	3,942.24
178348	TECH4LEARNING	PO-320028	279.00
		PO-320787	936.00
178349	ULINE	PO-320142	1,604.23
178350	UNISOURCE CORP	PO-320058	10,809.48
178351	VERIZON WIRELESS	PO-320483	590.79
		PO-320812	20.92
178352	ZUMAR INDUSTRIES INC	PO-320215	414.14
178353	PSC ENVIRONMENTAL SERVICES	PO-320925	1,764.72
		299 Warrants	$5,958,543.79

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

VENDOR	TITLE	BOARD APPROVAL DATE
A&R Wholesale Distributors, Inc.	Bid No. 1011-14 Grocery Products	5/9/2011
A&R Wholesale Distributors, Inc.	Bid No. 1011-13 Snack and Beverage Products	5/9/2011
Above All Names Construction Services, Incorporated	Bid No. 1112-11, Concrete Maintenance & Repair	10/26/2011
American Logistics Co., LLC	Bid No. 1112-04 - Outsource Transportation Service	7/27/2011
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service	4/13/2010
AMS.NET Inc.	Western State Contracting Alliance (WSCA) WSCA 7-08-70-13, CA Participating Addendum AR-233 Cisco Networking Communications and Maintenance	11/9/2010
AMS.NET Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair	5/25/2011
AMS.NET Inc.	State of Minnesota, Department of Administration, Natonal Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
Architectural Roofing Systems dba Pacific Roofing Systems	Bid No. 1011-10, Roofing Repairs and Maintenance	3/8/2011
Atkinson, Andelson, Loya, Rudd & Romo	RFQ No. 10-0809 General Legal Services	12/15/2009
AVID	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
B&H Foto & Electronics Corp. dab B&H Photo Video	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Ben's Aphalt, Inc.	Bid No. 1011-01 Asphalt Paving, Sealcoating and Repair	6/15/2010
Bergman Dacey Goldsmith	RFQ No. 10-0809 General Legal Services	12/15/2009
Bowie, Arneson, Wiles, and	RFQ No. 10-0809 General Legal Services	12/15/2009
CA Track & Engineering	CMAS 4-09-78-0048A - Advanced Polymer Playground Surface Rubberized Sport Surface, Synthetic Track	9/12/2011
California Western Visuals	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Camcor, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Campus Foods	Bid 1011-14 Grocery Products	5/9/2011
CDWG	Western State Contracting Alliance (WSCA) Contract No. 7-08-70-13 Cisco Networking Communications and Maintenance	11/9/2010
CDWG	State of Minnesota, Department of Administration, Natonal Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
Certified Transportation Serivces,	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Cintas Corporation	RFP No. 3-1011, Uniform Service	12/7/2010
CNB Computers, Inc	Bid No. 1112-15 Refurbished Computer Equipment	6/11/2012

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

VENDOR	TITLE	BOARD APPROVAL DATE
Collins & Aikman Floorcovering, Inc. C&A/Tandus	Santa Monica-Malibu Unified School District Bid No. 9.10 Flooring Material Districtwide	5/14/2012
Concepts School and Office Furnishings	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Concepts School and Office Furnishings	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Consolidated Electrical Distributors	Bid No. 1112-05 Electrical Supplies and Materials	6/29/2011
Construct 1 One, Corp.	Bid No. 1112-14 - Newhart Middle School MPR Remodel	5/23/2012
Consulting & Inspection Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
CR&R	Bid No. 1112-06 - Service to Collect, Recycle, and Dispose of Solid Waste Districtwide	8/8/2011
Culver-Newlin	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Culver-Newlin	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Dannis Woliver Kelley (DWK)	RFQ No. 10-0809 General Legal Services	12/15/2009
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 09-01, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/13/2010
David Taussig & Associates, Inc.	RFP No. 6-1011 Special Tax Consulting Services for Public Financing	4/11/2011
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008
Dell Computer (Dell Marketing LP)	State of Minnesota, Department of Administration, Natonal Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27160 awarded to Dell Marketing L.P.., California Participating addendum, Computer Equipment, peripherals, and	6/27/2012
Desert Business Interiors	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008
Digital Networks Group, Inc.	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Diversified Metal	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Dominos Pizza	Bid No. 1112-07 Pizza Service	8/24/2011
E. Stewart & Assoc, Inc.	Bid No. 1213-02 - Weed Abatement	5/23/2012
Edenco, Inc.	RFQ/P No. 2-1011, Construction Manager/District Representative	9/28/2010
Edge Development	Bid No. 1011-11, CVHS Theater	6/13/2011
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	1/9/2012

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

VENDOR	TITLE	BOARD APPROVAL DATE
Fusionstorm	Californai Multiple Award Schedule Contract No. 3-10-70-2039d, Cisco Auto Distribution, Internet Encryption and Firewall, LanWan Wireless Network, Network Component	10/12/2010
Fusionstorm	State of Minnesota, Department of Administration, Natonal Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services.	3/28/2012
Gilbert & Stearns, Inc.	Bid No. 1011-02 Electrical Service	6/29/2010
Gold Star Foods	Bid No. 1011-05 Frozen Food Products	3/10/2008
Gold Star Foods	Bid No. 1011-14 Grocery Products	5/9/2011
Gold Star Foods	Bid No. 1112-03 Bakery Products	6/29/2011
Golden State Technology, Inc dba GST	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Government Financial Services	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
Great Western	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Harbottle Law Group	RFQ No. 10-0809 General Legal Services	12/15/2009
Hertz Furniture	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Hewlett-Packard Company	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Hollandia Dairy	Bid No. 1011-08 Milk and Dairy Products	3/8/2011
Hot Dogger Tours, Inc. dba Gold Coast Tours	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Illuminate Education, Inc.	RFQ No. 7-1011 Student Assessment Data Management System	5/25/2011
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
National Demographics Corp	RFP/Q No. 5-1112 - Trustee Area Redistricting Analysis and Adjustment Services	9/26/2011
Network Hardware Resale, Inc.	U.S. General Services Administration Contract No. GS-35F-0717R, Pre-Owned and Refurbished Cisco Systems Networking Equipment	11/9/2010
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Notification Technologies, Inc.	RFP - Emergency Parent Notification System	9/29/2007

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

VENDOR	TITLE	BOARD APPROVAL DATE
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 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 301213 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
RSB Group, Inc.	Bid No. 1213-04 SJHHS New Baseball Dugouts	8/20/2012
School Space Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
SchoolsFirst Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
SectorPoint, Inc.	CMAS Contract No. 4-11-03-0492A GSA Schedule No. GS-07F-0509W Non Information Technology Goods, Civic Permits Software	8.20.12
Southern California Gray Line	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Southwest School and Office Supply	Placentia Yorba Linda, Bid No. 211-12, Supplies	1/25/2012
Staples Advantage	County of Orange Master Agreement No. MA-017-10011795 - Office Supplies	9/14/2010
Staples Advantage	County of Orange Master Agreement No. MA-017-10011795 - Office Supplies	5/23/2012
Stradling Yocca Carlson & Rauth	RFQ No. 10-0809 General Legal Services	12/15/2009
Stutz, Artiano, Shinoff and Holtz	RFQ No. 10-0809 General Legal Services	12/15/2009
Sysco Food Services of L.A.	Bid No. 1011-14 Grocery Products	5/9/2011
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

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

VENDOR	TITLE	BOARD APPROVAL DATE
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	Western States Contracting Alliance (WSCA) Bid No. 7-09-79-02 - Janitorial Supplies	9/14/2010
WB Hunt Co, Inc.	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
West Coast Arborists, Inc.	Bid No. 1112-10 Tree Trimming Maintenance	9/26/2011
Williams Scotsman	Los Alamitos Unified School District Bid No. 2010-0002, Relocation, Dismantle and Removal of DSA Portable Classroom	7/11/2011
WLC Architects, Inc.	RFQ No. 3-0708 Architectural Services for Districtwide Facilities Master Plan	2/25/2008
WW Grainger, Incorporated	State of Nevada, Division of Purchasing, and Western States Contracting, Alliance Contract NO. 1862, Awarded to WW Grainger, California Participating Addendum No. 7-11-51-02	10/26/2011
Xerox Corporation	California Multiple Award Schedule Contract No. 3-01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox	6/15/2010

DONATED BY	AMOUNT	PURPOSE	SCHOOL
CR&R Incorporated	$1,000.01	Supplies for Teachers	Aliso Niguel High School
Vending Plus	$2,084.54	Supplies for Teachers	Aliso Niguel High School
Spreebird	$67.62	Technology	Aliso Viejo Middle School
Edison-Employee Contributions Campaign	$100.00	Technology	Aliso Viejo Middle School
Spreebird	$52.12	Classroom Supplies	Arroyo Vista K-8
Barcelona Hills Booster Club	$17,340.00	Outdoor Science School	Barcelona Hills Elementary School
Barcelona Hills Booster Club	$550.00	Teacher subs/stipends for Outdoor Science School	Barcelona Hills Elementary School
Barcelona Hills Booster Club	$1,819.00	Outdoor Science School Transportation	Barcelona Hills Elementary School
Barcelona Hills Booster Club	$360.00	Classroom Supplies	Barcelona Hills Elementary School
Spreebird	$61.93	Classroom Supplies	Bathgate Elementary School
Kroger	$61.03	Classroom Supplies	Bathgate Elementary School
Educational Testing Service	$1,376.12	School Supplies	Capistrano Valley High School
CR&R Incorporated	$1,000.00	School Supplies	Capistrano Valley High School
Mission Viejo Community Founation	$425.00	Abacus for 132 Second Grade Students	Castille Elementary School
Truist	$150.00	Classroom Supplies	Castille Elementary School
Edison International	$287.50	Classroom Supplies	Castille Elementary School
Michael Hamby		Dell Optiplex 755/23" Monitor/keyboard/mouse	Castille Elementary School
Spreebird	$109.01	Classroom Supplies	Chaparral Elementary School
Guided Discoveries	$229.00	Classroom Supplies	Concordia Elementary School
Recycle America	$27.12	School Supplies	Concordia Elementary School
PG&E	$315.00	School Supplies	Concordia Elementary School
PG&E	$300.00	School Supplies	Concordia Elementary School
Concordia PTA	$135.47	FAST Math Renewal	Concordia Elementary School
Concordia PTA	$400.00	Classroom Supplies	Concordia Elementary School
Concordia PTA	$8,000.00	Instructional Aide	Concordia Elementary School
Crown Valley PTA	$397.50	Aquarium of the Pacific Field Trip	Crown Valley Elementary School
CocaCola Refreshments	$20.04	School Supplies	Del Obispo Elementary School
Ralphs Grocery Company/Kroger	$637.57	School Supplies	Del Obispo Elementary School
Kroger	$41.03	Classroom Supplies	Ladera Ranch Elementary School
Spreebird	$64.14	Technology	Ladera Ranch Elementary School
United Way Silicon Valley	$40.00	Technology Upgrades	Ladera Ranch Elementary School
Rancho MV Land Trust	$426.25	Transportation	Malcom Elementary School
United Way Silicon Valley/Western Digital	$240.00	Classroom Supplies	Marblehead Elementary School
Starbucks	$20.00	Classroom Supplies	Moulton Elementary School
The OC Marathon	$355.00	Classroom Supplies	Moulton Elementary School
Edison International	$144.00	School Supplies/Technology	Palisades Elementary School
Wells Fargo Foundation-Elizabeth Hayden	$67.30	Early Childhood Education	Philip Reilly Elementary School
Philip Reilly Foundation	$936.00	Pixie 3 License & Maintenance	Philip Reilly Elementary School
Kroger	$52.21	Boxtops for Education	Philip Reilly Elementary School
Wells Fargo Community Support Campaign	$57.70	Classroom Supplies	Philip Reilly Elementary School
Philip Reilly Foundation	$208.88	Playground Balls for P.E.	Philip Reilly Elementary School
San Juan Hills PTSA	$6,000.00	Desktop Computers	San Juan Hills High School
Edison International	$144.00	Classroom Supplies	Shorecliffs Middle School
WD Foundation	$5,877.00	STEM Program	STEM Program/CUSD

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Tijeras Creek Booster Club	$5,000.00	Intervention	Tijeras Creek Elementary School
Spreebird	$78.47	Intervention	Tijeras Creek Elementary School
United Way Silicon Valley/Western Digital	$30.00	Intervention	Tijeras Creek Elementary School
Golden Spoon of RSM, Inc.	$43.00	Intervention	Tijeras Creek Elementary School
The Casanova Family	$120.00	Intervention	Tijeras Creek Elementary School
Wells Fargo Foundation/Ed. Matching Gift Program	$134.61	Classroom Supplies	Vista del Mar Elementary School
The OC Marathon	$260.00	Classroom Supplies	Vista del Mar Elementary School
Total	$57,645.17		

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

TYPE	CONTRACT NO	VENDOR CONTRACT	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	INITIAL CONTRACT TERM	NOT TO EXCEED
ICA	1213111	NO	2	NA	Vending Plus	Snack and Vending Services District wide	8/21/12-8/20/13	Income
ICA	1213113	NO	5	Worker's Compensation	AON Risk Solutions	Actuarial services for its self-insured workers compensation program	9/11/12-9/10/13	$ 3,800.00
ICA	1213115	NO	3	PTA-Gift	Mary Bestgen	Consulting fee for MIND Music	9/11/12-9/10/13	$ 9,408.00
							TOTAL	$ 13,208.00

RATIFY

PSA	1213114	NO	3	Special Ed	Pamela Moldauer	Consulting services for CUSD Special Ed students	8/15/12-8/14/13	Revised Contract Term

ICA - Independent Contractors Agreement

PSA - Professional Services Agreement

MC- Master Contract

Pillar 1 Community Relations

Pillar 2 Safe & Healthy Schools

Pillar 3 Academic Achievement & Enrichment

Pillar 4 Character Development

Pillar 5 Effective Operations

EXHIBIT 8

Page 1 of 1

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement)** is effective as of 8/21/2012, 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").

VENDING+PLUS

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 pursuant to RFP No. 4-1213, Snack and Beverage Vending Services, as set forth in Contractor's Proposal dated July 18, 2012, and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, District shall be compensated as set forth in Attachment "A."

Term of Agreement. The term of this base Agreement is for one year commencing 8/21/2012 – 8/20/2013 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 [ ] Purchase Order(s)

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONTRACTOR

Signature_____

Name: _____

Title: _____

Address_____

_____

Email Address:_____

FEIN/SSN_____

Page 1 of 2

Suggested Terms of Agreement
Financial

** ***vending+plus*** will pay Capistrano Unified School District according to the following:

** Snacks:

Year 1	30% of gross sales
Year 2	31% of gross sales
Year 3	32% of gross sales
Year 4	33% of gross sales
Year 5	34% of gross sales

** Beverages:

Year 1	30% of gross sales less applicable sales tax & C.R.V.
Year 2	31% of gross sales less applicable sales tax & C.R.V.
Year 3	32% of gross sales less applicable sales tax & C.R.V.
Year 4	33% of gross sales less applicable sales tax & C.R.V.
Year 5	34% of gross sales less applicable sales tax & C.R.V.

vending+plus will have the exclusive right for the sale of all Snacks and Beverages through automatic vending and merchandising equipment.

vending+plus will maintain an accurate record of all merchandise, collections, sales and inventories in connection with the proper operation of the vending machines provided. ***vending+plus*** will provide the district with a monthly computerized statement showing all amounts of gross sales and commissions earned for each machine as well as each site. All commissions will be paid to the Capistrano Unified School District by the 15th of the following month and will be accompanied by the site activity report which breaks down percentages to be retained at the Site, District Nutrition Office and the District.

vending+plus will absorb all costs due to abuse, pilferage, theft, breakage, damage, and/or vandalism of vending machines, and such costs will not be deducted from commissions payable in accordance with this proposal.

vending+plus has not solicited any sponsorships in connection with this proposal and services offered therein.

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement)** is effective as of 9-11-12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

AON RISK SOLUTIONS

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 nced 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 $3800.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 9/11/12-9/10/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONTRACTOR

Signature_____

Name: _____

Title: _____

Address_____

_____

Email Address:_____

EIN/SSN_____

Page 1 of 2

V. Fee

We propose the fee shown in Table V-1.

Table V-1
Annual Fixed Fee

Project (1)	Annual Fixed Fee (2)
Workers Compensation Actuarial Study	$3,800

The proposed fixed fees include telephone, postage and photocopying expenses. An invoice for the actuarial study will be submitted when the draft report is completed and is due upon presentation.

The fees do not include the optional services. These will be developed after further discussion with the District.

Aon Global Risk Consulting

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement)** is effective as of 9/11/2012 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

PAMELA MOLDAUER

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 $40,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 8/15/12-8/14/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

_____

Email Address: _____

FEIN/SSN_____

1

Exhibit A

Fee Schedule

Pamela S. Moldauer, L.C.S.W.
30131 Town Center Drive, #235
Laguna Niguel, CA 92677
(949)495-3666
(949)495-8194 Fax
pmoldauer@gmail.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Term of Contract: 8/1/2012 – 6/30/2013

Hourly Rate: $60.00

Pamela S. Moldauer, L.C.S.W. _____ Date _____

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement)** is effective as of 9-11-12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

MARY BESTGEN

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 $9408.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 9/11/12-9/10/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONTRACTOR

Signature_____

Name: _____

Title: _____

Address_____

_____

Email Address:_____

FEIN/SSN_____

FEE SCHEDULE

Mary Bestgen
33775 Diana Drive
Dana Point, CA 92629
949.573.8798

mrsbestgen@gmail.com

MIND Music Keyboard Consultant
Oak Grove Elementary School Students
Grades 2 and 3

Rate of Pay - $40.00/hour

Hours per week -	Not to exceed 6.6 hours with students .7 hours Prep Time
Dates -	Effective September 24, 2012 – June 7, 2013
	Excludes all school and student holidays and furlough days No consideration is given for sick days, holidays, or furlough days

Mary Bestgen 8/14/12

Mary Bestgen Date

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

September 10, 2012

MASTER CONTRACT WITH SPECTRUM CENTER-ROSSIER PARK ELEMENTARY, A NON-PUBLIC SCHOOL

BACKGROUND INFORMATION

California Education Code §56365 requires a school district to enter into a Master Contract with non-public schools to provide special education and related services if no appropriate public education program is available. The District, in collaboration with the State Special Education Local Plan Area (SELPA) Association, the Orange County Department of Education (OCDE), and the Orange County SELPA Directors, developed the provisions in the 2012-2013 Master Contract. The proposed 2012-2013 Master Contract was sent to all non-public schools where the District has students attending and non-public schools the District may need to send students to during the 2012-2013 school year. The Orange County SELPA Directors and OCDE staff received notification from five non-public schools with objections to provisions within the Master Contract. OCDE legal counsel, legal counsel for the non-public schools, and the Orange County SELPA Directors have been negotiating language and provisions in the Master Contract.

CURRENT CONSIDERATIONS

The District does not have an appropriate placement for a student at this time. The District and parents agreed to a diagnostic placement at Spectrum Center-Rossier Park Elementary School (Rossier) through an Informal Dispute Resolution agreement in order to provide the student with a free, appropriate, public education. Rossier is one of the non-public schools that refused to sign the 2012-2013 Master Contract as presented. The 2012-2013 Master Contract is still being negotiated with these non-public schools. The District did not have a special education Master Contract with Rossier for the 2011-2012 school year. Ron Wenkart, legal counsel for OCDE, provided guidance to the District on obtaining approval for the 2011-2012 Master Contract with Rossier in order to place the student until the 2012-2013 Master Contract can be fully executed.

FINANCIAL IMPLICATIONS

Rossier's daily rate is $154, which is comparable to similar non-public schools and has been negotiated by OCDE.

STAFF RECOMMENDATION

Approval of the 2011-2012 Master Contract with Spectrum Center-Rossier Park Elementary School for the 2012-2013 school year or until a new 2012-2013 Master Contract is fully executed.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 30, 2012

TO: Chris Holmes, VP of Operations, Spectrum Center School and Programs
Cindy King, Director, Rossier Park Elementary School

FROM: Sara Jocham, Assistant Superintendent, SELPA

SUBJECT: SPECIAL EDUCATION MASTER CONTRACT

As you are aware, the Capistrano Unified School District (District) has been working with the Orange County Department of Education legal counsel Lysa Saltzman, Orange County Special Education Local Plan Area directors, and William Browning, an attorney representing several non-public schools, including Spectrum Center-Rossier, in an attempt to put a Master Contract in place prior to the start of the 2012-2013 school year. The parties are still negotiating changes to the 2012-2013 Master Contract.

The District has an immediate need to place a student at Rossier Park Elementary School, due to his unique educational profile. Based on conversations with Ms. Cindy King, Director of Rossier Park Elementary School, Rossier agreed to accept the student for a diagnostic placement until November 19, 2012. The District is unable to place the student without a Master Contract in place. Rossier Park agreed to sign and operate under the conditions in the 2011-2012 Master Contract for the 2012-2013 school year, or until a new 2012-2013 Master Contract is fully executed.

Your signature below authorizes approval of the Capistrano Unified School District 2011-2012 Master Contract (attached) for the 2012-2013 school year and will allow placement of special education students at Rossier Park Elementary School with an Individual Service Agreement.

DISTRICT	CONTRACTOR
Signature:	Signature:
Name: Clark D. Hampton	Name: Cindy King
Title: Deputy Superintendent, Business	Title: School Director
Date: August 30, 2012	Date: 8/31/2012

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2011 - 2012

DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES
2011-2012

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2011-2012

CONTRACT NUMBER:
MCA 1213112

LEA: *CAPISTRANO UNIFIED SCHOOL DISTRICT*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Spectrum Center-Rossier Park Elementary

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. **MASTER CONTRACT**

This Master Contract is entered into this 1st day of July, 2011, between the Capistrano Unified School District (hereinafter referred to as "LEA") and Spectrum Center-Rossier Park Elementary (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a LEA student, an Individual Services Agreement (hereinafter referred to as "ISA") will be completed. Unless otherwise agreed in writing, this form shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

2. CERTIFICATION

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all LEA policies unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply. The provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2011 to June 30, 2012 (Title 5 California Code of Regulations section 3062(a)). Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2012. (Title 5 California Code of Regulations section 3062(d)). Re-negotiation of rate schedule for related services for subsequent contract year are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2012.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes the LEA Procedures and each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments for education and services will continue at the prior contract year rate, and CONTRACTOR shall be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA until such time as the new Master Contract is signed and returned to LEA by CONTRACTOR. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)).

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational

placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies.

b. The term "credential" means a valid credential, life diploma, permit, or document in special education or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).

c. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed or approved college or university, as authorized by state laws or regulations.

d. The term "license" means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

e. The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.

f. The term "days" means calendar days unless otherwise specified.

g. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

h. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

i. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to:

Name: Special Education Director
District: Capistrano Unified School District
Address: 33122 Valle Rd
City, State Zip: San Juan Capistrano CA 92675
Phone: (949) 234-9270

Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b); cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through additional instructional assistants, behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social

security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log need record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward LEA student records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in Orange County, California.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract may be terminated for cause. The cause shall not be the availability of a public program initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall procure and maintain for the duration of the Master Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Master Contract by CONTRACTOR, its agents, representatives, or employees.

A. Insurance coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

3. Professional Liability Insurance and Employer's Liability Insurance with limits of $1,000,000/$1,000,000/$1,000,000.

4. Workers' Compensation Insurance as required by the state in which services are performed with limits of 1,000,000/$1,000,000/$1,000,000. If CONTRACTOR fails to procure Workers' Compensation insurance, CONTRACTOR shall submit a sworn affidavit to LEA describing the reasons CONTRACTOR failed to obtain workers compensation insurance.

B. CONTRACTOR shall maintain limits of insurance no less than:

1. Commercial General Liability: $1,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit ($2,000,000).

2. Automobile Liability: $1,000,000 combined single limit.

3. Professional Liability/ errors and omissions coverages, including sexual molestation and abuse: $1,000,000 per occurrence/ $1,000,000 aggregate.

4. Workers' Compensation with limits as required by state in which services were performed.

For all insurance coverages procured by CONTRACTOR, the following terms apply:

C. Any deductibles or self-insured retentions above $25,000 must be declared to and approved by the LEA in writing. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions as respects to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. The general liability, automobile liability policies, and professional liability policies are to contain, or be endorsed to contain, the following provisions:

1. The LEA, its subsidiaries, officials and employees are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the LEA, its subsidiaries, officials and employees.

2. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LEA.

E. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the LEA in writing.

F. The CONTRACTOR shall furnish the LEA with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements meeting requirements of above conditions are to be received and approved by the LEA before work commences. As an alternative to the LEA's forms, the CONTRACTOR's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate.

If LEA or CONTRACTOR determines that change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements effecting coverage required by Section 15 and a declarations page for each policy. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in section 45 Clearance Requirements and section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or

may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

20. **NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. **FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA

students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA Procedures.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to the following educational materials, services, and programs to the extent available at the LEA School District in which CONTRACTOR is located: (a) standards-based, core curriculum and the same instructional materials used by LEA; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with

LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult care giver during the delivery of services. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP, the number of instructional minutes, excluding recess, lunch, and passing time, shall be at least:

310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.
314 instructional minutes for LEA students in grades six through twelve inclusive.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade level unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1

teacher to fourteen (14) students when necessary to provide services to students with disabilities.

When CONTRACTOR is a nonpublic school, CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

25. CALENDARS

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and/or required by the IEP for each student. Unless otherwise specified by the students' IEP, educational services shall occur at the school site.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP and ISA. It is understood that services may not be provided on weekends, holidays and other times when school is not in session.

26. DATA REPORTING

CONTRACTOR shall agree to provide all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and sections of this contract and requested by and in the format required by the LEA.

The LEA shall provide the CONTRACTORS with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTORS provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINIATION

Where CONTRACTOR is a NPS, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a NPS, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by LEA pursuant to LEA, state and federal guidelines.

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS.

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Records of such training shall be made available to LEA upon request. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-up time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations and LEA policies and procedures regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed

with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards pursuant to LEA policy and the requirements specified in the LEA Procedures. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business shall be submitted to the LEA and the LEA student's parent(s).

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. The CONTRACTOR shall provide sufficient copies of their reports, documents and projected goals necessary to share with members of the IEP team (5) five business days prior to IEP meeting. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours must be in direct service to the student.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive, and submit them on LEA approved forms to the LEA student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA of the LEA student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If the LEA student's change of residence is to a residence outside of LEA's service boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence, if CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, to the LEA when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit within five (5) days.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORs operating programs with residential components shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the

procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to a Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

43. **STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. **MONITORING**

CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall be invited to participate in the review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

If CONTRACTOR is also a LCI, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in the Special Education Self Review and/or District Validation Review. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract

compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Assessment Checklist submitted as specified in the LEA.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare a School Accountability Report Card in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, or contractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. **VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing on forms provided by the LEA and CDE within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in the LEA Procedures.

CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall provide to LEA updated information regarding the status of licenses, credentials, permits and/or other documents as specified in LEA Procedures.

48. **STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the

services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

In order to provide a smooth transition for the student, the CONTRACTOR will notify the LEA of any change in assignment of tutors and/or supervisors no les than fourteen (14) days prior to the change of assignment.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such

medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. **INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. **CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et *seq.,* To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. **SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

55. **REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the LEA Procedures and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by section 56; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received prior to school closure or contract termination, all

documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) or (f): the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (g): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

59. **PAYMENT FOR ABSENCES**

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a LEA students unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing

the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event of Provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

60. **INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; medi-cal/daily service logs and notes and other documents used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

61. **Rate Schedule.**

The attached rate schedule (62) limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

62. Rossier Elementary | MCA 1213112 | **2011-2012**
NONPUBLIC SCHOOL | CONTRACTOR NUMBER | CONTRACT YEAR

Per CDE Certification, total enrollment may not exceed 8 classrooms

Rate Schedule. This rate schedule limits the number of CUSD LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$154.00	Daily
Room & Board		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip-Zone 1	$34.00	Daily
	b. Transportation – Round Trip-Zone 2	$39.00	Daily
	c. Transportation - Round Trip-Zone 3	$44.00	Daily
	d. Transportation - Round Trip-Zone 4	$54.00	Daily
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual	$64.00	Hour
	b. Adapted Physical Education – Group of ____		
	c. Adapted Physical Education – Group of ____		
(4)	a. Language and Speech Therapy – Individual	$75.00	Hour
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech - Consultation Rate		
(5)	a. Additional Classroom Aide - Individual (must be authorized on IEP)	$15.00	Hour
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy - Consultation Rate		
(8)	Physical Therapy		

(9) a. Behavior Intervention
b. Behavior Intervention – Supervision
Provided by: _____

_____

(10) Nursing Services

*Parent transportation reimbursement rates are to be determined by the LEA.
**By credentialed Special Education Teacher.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2011 and terminates at 5:00 P.M. on June 30, 2012, unless sooner terminated as provided herein.

CONTRACTOR,

Spectrum Center-Rossier Park Elementary
Nonpublic School

By: _____
Signature Date

_____
Name and Title of Authorized Representative

Capistrano Unified School District

By: _____
Date

Clark D. Hampton, Deputy Superintendent, Business and Support Services
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

_____
Name

_____
Nonpublic School Provider

_____
Address

_____
City State Zip

_____
Phone

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1213-15

THE PRELIMINARY 2011-2012 FINANCIAL STATEMENTS (UNAUDITED ACTUALS)

WHEREAS, in accordance with the provisions of AB1200 and Education Code 42100, the Governing Board of each school district shall approve an annual statement of all district receipts and expenditures for the preceding year on the designated forms from the Superintendent of Public Instruction.

WHEREAS, once such financial statements are approved by the Board, the documents are forwarded to the Orange County Department of Education, where they are reviewed for accuracy and compliance and subsequently transmitted to the Superintendent of Public Instruction.

BE IT RESOLVED that the Board of Trustees approves, pursuant to California Education Code §42100, such 2011-2012 annual financial statement (Unaudited Actuals).

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 10th day of September 2012, by a roll call vote.

_____
Lynn Hatton, Clerk

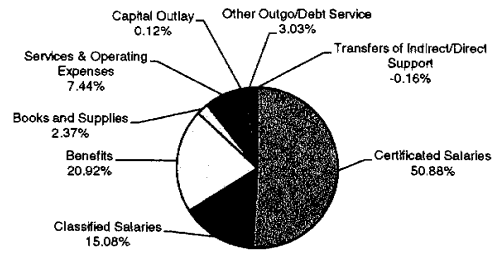
_____
Joseph M. Farley, Ed.D.
Superintendent
Secretary of the Board of Trustees

Capistrano Unified School District

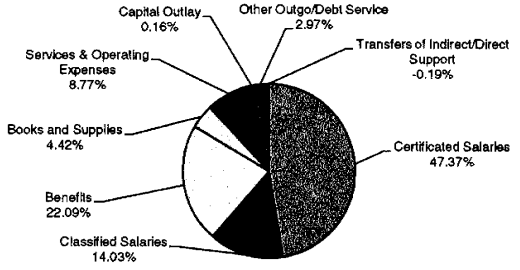
2011-2012 Unaudited Actuals & 2012-2013 Revised Final Budget
Combined Unrestricted & Restricted General Fund

	2011-2012 Unaudited Actuals	2012-2013 Revised Final	Change from Unaudited to Revised Final	Comments
Revenue				
Revenue Limit Sources	$257,897,284	$235,345,742	($22,551,542)	Loss of funding assuming tax initiative fails. Loss of ADA due to declining enrollment.
Federal Revenue	$30,064,875	$18,269,484	($11,795,391)	Loss of ARRA - Ed Jobs and other ARRA funds. One time FEMA funds
State Revenue	$69,567,097	$66,343,703	($3,223,394)	Reduction in AB602 special ed (declining enrollment), Lottery, CSR revenue. ROP offset to Other Outgo account
Local Revenue	$8,880,436	$4,246,288	($4,634,148)	Gift donations are budgeted when received
Total Revenue	$366,409,692	$324,205,217	($42,204,475)	
Expenditures				
Certificated Salaries	$192,443,757	$161,144,729	($31,299,028)	Negotiated agreement; Site and carryover funds not yet distributed.
Classified Salaries	$57,023,017	$47,733,387	($9,289,630)	Negotiated agreement; Site and carryover funds not yet distributed.
Benefits	$79,137,044	$75,131,696	($4,005,348)	Negotiated agreement; Site and carryover funds not yet distributed.
Books and Supplies	$8,949,610	$15,038,921	$6,089,311	Carryover and site allocation funds not yet distributed
Services & Operating Expenses	$28,157,041	$29,830,603	$1,673,562	Mental Health additional services
Capital Outlay	$459,528	$557,732	$98,204	
Other Outgo/Debt Service	$11,468,492	$10,087,913	($1,380,579)	Pass through to ROP/offset to State Revenue account
Transfers of Indirect/Direct Support	($609,221)	($650,123)	($40,902)	Change in indirect cost rate
Total Expenditures	$377,029,268	$338,874,858	($38,154,410)	
Other Sources and Uses				
Other Funding Sources	$2,520,755	$2,761,057	$240,302	
Interfund Transfers Out	$0	$0	$0	
Total Sources and Uses	$2,520,755	$2,761,057	$240,302	
Beginning Fund Balance	$28,644,197	$19,348,709	($9,295,488)	
Audit Adjustments	($1,196,667)	$0	$1,196,667	To reflect TRAN expenditure in correct fiscal year.
Net Incr (Decr) in Fund Balance	($8,098,821)	($11,908,584)	($3,809,763)	
Ending Fund Balance	$19,348,709	$7,440,125	($11,908,584)	
Components of Ending Fund Balance			$0	
Revolving Cash, Stores, Prepaid	$343,853	$325,000	($18,853)	
Legally Restricted	$2,708,419	$374,756	($2,333,663)	
Economic Uncertainties (2% Reserve)	$7,650,844	$7,704,279	$53,435	
Other Designations/Assignments			$0	
- Loss of EIA fund flexibility	$3,449,044	$0	($3,449,044)	
- Site Carryover including Gifts	$2,193,266	$0	($2,193,266)	
- Teacher Staff Development	$183,824	$0	($183,824)	
Undesignated	$2,818,366	$471,099	($2,347,267)	
Total Ending Fund Balance	$19,347,616	$8,875,134	($10,472,482)	

Expenditures at 2011-2012 Unaudited Actuals



Expenditures at 2012-2013 Revised Final Budget



G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For: 2011-12 Unaudited Actuals	2012-13 Budget
01	General Fund/County School Service Fund	GS	GS
09	Charter Schools Special Revenue Fund		
10	Special Education Pass-Through Fund		
11	Adult Education Fund	G	G
12	Child Development Fund	G	G
13	Cafeteria Special Revenue Fund	G	G
14	Deferred Maintenance Fund	G	G
15	Pupil Transportation Equipment Fund		
17	Special Reserve Fund for Other Than Capital Outlay Projects		
18	School Bus Emissions Reduction Fund		
19	Foundation Special Revenue Fund		
20	Special Reserve Fund for Postemployment Benefits	G	G
21	Building Fund	G	G
25	Capital Facilities Fund	G	G
30	State School Building Lease-Purchase Fund		
35	County School Facilities Fund	G	G
40	Special Reserve Fund for Capital Outlay Projects	G	G
49	Capital Project Fund for Blended Component Units		
51	Bond Interest and Redemption Fund	G	G
52	Debt Service Fund for Blended Component Units		
53	Tax Override Fund		
56	Debt Service Fund		
57	Foundation Permanent Fund		
61	Cafeteria Enterprise Fund		
62	Charter Schools Enterprise Fund		
63	Other Enterprise Fund		
66	Warehouse Revolving Fund		
67	Self-Insurance Fund	G	G
71	Retiree Benefit Fund		
73	Foundation Private-Purpose Trust Fund		
76	Warrant/Pass-Through Fund		
95	Student Body Fund		
76A	Changes in Assets and Liabilities (Warrant/Pass-Through)		
95A	Changes in Assets and Liabilities (Student Body)		
A	Average Daily Attendance	S	S
ASSET	Schedule of Capital Assets	S	
CA	Unaudited Actuals Certification	S	
CAT	Schedule for Categoricals	S	
CEA	Current Expense Formula/Minimum Classroom Comp. - Actuals	GS	
CHG	Change Order Form		
CORR	Adults in Correctional Facilities		
DEBT	Schedule of Long-Term Liabilities	S	
GANN	Appropriations Limit Calculations	GS	GS
ICR	Indirect Cost Rate Worksheet	GS	
L	Lottery Report	GS	

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For: 2011-12 Unaudited Actuals	2012-13 Budget
NCMOE	No Child Left Behind Maintenance of Effort	GS	
PCRAF	Program Cost Report Schedule of Allocation Factors	GS	
PCR	Program Cost Report	GS	
RL	Revenue Limit Summary	S	S
SEA	Special Education Revenue Allocations		
SEAS	Special Education Revenue Allocations Setup (SELPA Selection)	S	S
SIAA	Summary of Interfund Activities - Actuals	G	
TRAN	Annual Report of Pupil Transportation	GS	

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2012-13 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) Revenue Limit Sources		8010-8099	252,505,458.07	5,391,825.91	257,897,283.98	230,353,722.00	4,992,020.00	235,345,742.00	-8.7%
2) Federal Revenue		8100-8299	562,159.61	29,502,715.57	30,064,875.18	700,000.00	17,569,484.00	18,269,484.00	-39.2%
3) Other State Revenue		8300-8599	33,321,401.42	36,245,695.84	69,567,097.26	31,116,866.00	35,226,837.00	66,343,703.00	-4.6%
4) Other Local Revenue		8600-8799	7,835,500.58	1,044,935.41	8,880,435.99	3,462,464.00	783,824.00	4,246,288.00	-52.2%
5) TOTAL, REVENUES			294,224,519.68	72,185,172.73	366,409,692.41	265,633,052.00	58,572,165.00	324,205,217.00	-11.5%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	149,300,134.52	43,143,621.89	192,443,756.41	129,766,502.00	31,378,227.00	161,144,729.00	-16.3%
2) Classified Salaries		2000-2999	28,880,198.19	28,142,818.81	57,023,017.00	19,458,483.00	28,274,904.00	47,733,387.00	-16.3%
3) Employee Benefits		3000-3999	55,051,176.19	24,085,867.65	79,137,043.84	54,752,941.00	20,378,755.00	75,131,696.00	-5.1%
4) Books and Supplies		4000-4999	3,359,107.48	5,590,502.89	8,949,610.37	7,221,893.00	7,817,028.00	15,038,921.00	68.0%
5) Services and Other Operating Expenditures		5000-5999	18,006,150.54	10,150,890.58	28,157,041.12	15,524,447.00	14,306,156.00	29,830,603.00	5.9%
6) Capital Outlay		6000-6999	370,930.52	88,597.44	459,527.96	497,732.00	60,000.00	557,732.00	21.4%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	4,947,434.77	6,521,057.19	11,468,491.96	3,856,627.00	6,231,286.00	10,087,913.00	-12.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(3,628,558.76)	3,019,338.11	(609,220.65)	(4,606,499.00)	3,956,376.00	(650,123.00)	6.7%
9) TOTAL, EXPENDITURES			256,286,573.45	120,742,694.56	377,029,268.01	226,472,126.00	112,402,732.00	338,874,858.00	-10.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			37,937,946.23	(48,557,521.83)	(10,619,575.60)	39,160,926.00	(53,830,567.00)	(14,669,641.00)	38.1%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers a) Transfers In		8900-8929	2,520,754.68	0.00	2,520,754.68	2,761,057.00	0.00	2,761,057.00	9.5%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(47,029,638.43)	47,029,638.43	0.00	(51,487,273.00)	51,487,273.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(44,508,883.75)	47,029,638.43	2,520,754.68	(48,726,216.00)	51,487,273.00	2,761,057.00	9.5%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2012-13 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(6,570,937.52)	(1,527,883.40)	(8,098,820.92)	(9,565,290.00)	(2,343,294.00)	(11,908,584.00)	47.0%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	24,407,894.94	4,236,302.41	28,644,197.35	16,640,290.42	2,708,419.01	19,348,709.43	-32.5%
b) Audit Adjustments		9793	(1,196,667.00)	0.00	(1,196,667.00)	0.00	0.00	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			23,211,227.94	4,236,302.41	27,447,530.35	16,640,290.42	2,708,419.01	19,348,709.43	-29.5%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			23,211,227.94	4,236,302.41	27,447,530.35	16,640,290.42	2,708,419.01	19,348,709.43	-29.5%
2) Ending Balance, June 30 (E + F1e)			16,640,290.42	2,708,419.01	19,348,709.43	7,075,000.42	365,125.01	7,440,125.43	-61.5%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	175,000.00	0.00	175,000.00	0.00	0.00	0.00	-100.0%
Stores		9712	168,853.13	0.00	168,853.13	0.00	0.00	0.00	-100.0%
Prepaid Expenditures		9713	1,094.00	0.00	1,094.00	0.00	0.00	0.00	-100.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	2,708,419.01	2,708,419.01	0.00	365,125.16	365,125.16	-86.5%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	5,826,133.29	0.00	5,826,133.29	0.00	0.00	0.00	-100.0%
Teacher Development 0404	0000	9780	*183,823.74*		*183,823.74*				
Library Abatement 0004	0000	9780	*75,147.00*		*75,147.00*				
Gift 0400	0000	9780	*1,778,495.49*		*1,778,495.49*				
Site Allocation 0002	0000	9780	*339,623.06*		*339,623.06*				
Loss of EIA fund flexibility	0000	9780	*3,449,044.00*		*3,449,044.00*				
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	7,650,844.00	0.00	7,650,844.00	0.00	0.00	0.00	-100.0%
Unassigned/Unappropriated Amount		9790	2,818,366.00	0.00	2,818,366.00	7,075,000.42	(0.15)	7,075,000.27	151.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2012-13 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
G. ASSETS									
1) Cash									
a) in County Treasury		9110	26,894,575.82	(13,027,149.42)	13,867,426.40				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Fund		9130	175,000.00	0.00	175,000.00				
d) with Fiscal Agent		9135	0.00	0.00	0.00				
e) collections awaiting deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	38,070,803.96	19,037,509.22	57,108,313.18				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	595,549.24	78,116.86	673,666.10				
6) Stores		9320	168,853.13	0.00	168,853.13				
7) Prepaid Expenditures		9330	1,094.00	0.00	1,094.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) Fixed Assets		9400							
10) TOTAL, ASSETS			65,905,876.15	6,088,476.66	71,994,352.81				
H. LIABILITIES									
1) Accounts Payable		9500	23,014,856.98	3,326,059.18	26,340,916.16				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	2,880,131.99	0.00	2,880,131.99				
4) Current Loans		9640	23,311,640.00	0.00	23,311,640.00				
5) Deferred Revenue		9650	58,956.76	53,998.47	112,955.23				
6) Long-Term Liabilities		9660							
7) TOTAL, LIABILITIES			49,265,585.73	3,380,057.65	52,645,643.38				
I. FUND EQUITY									
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			16,640,290.42	2,708,419.01	19,348,709.43				

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals Unrestricted (A)	2011-12 Unaudited Actuals Restricted (B)	2011-12 Unaudited Actuals Total Fund col. A + B (C)	2012-13 Budget Unrestricted (D)	2012-13 Budget Restricted (E)	2012-13 Budget Total Fund col. D + E (F)	% Diff Column C & F
REVENUE LIMIT SOURCES									
Principal Apportionment State Aid - Current Year		8011	44,941,859.60	0.00	44,941,859.60	25,158,862.00	0.00	25,158,862.00	-44.0%
Charter Schools General Purpose Entitlement - State Aid		8015	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Aid - Prior Years		8019	(247,273.89)	0.00	(247,273.89)	0.00	0.00	0.00	-100.0%
Tax Relief Subventions Homeowners' Exemptions		8021	1,986,847.44	0.00	1,986,847.44	1,986,847.00	0.00	1,986,847.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes Secured Roll Taxes		8041	221,764,788.49	0.00	221,764,788.49	221,764,788.00	0.00	221,764,788.00	0.0%
Unsecured Roll Taxes		8042	9,166,134.54	0.00	9,166,134.54	9,166,135.00	0.00	9,166,135.00	0.0%
Prior Years' Taxes		8043	5,286,467.16	0.00	5,286,467.16	5,286,467.00	0.00	5,286,467.00	0.0%
Supplemental Taxes		8044	1,118,515.60	0.00	1,118,515.60	1,118,516.00	0.00	1,118,516.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	(15,851,036.62)	0.00	(15,851,036.62)	(15,851,037.00)	0.00	(15,851,037.00)	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	415,346.85	0.00	415,346.85	415,347.00	0.00	415,347.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-Revenue Limit (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, Revenue Limit Sources			268,581,649.17	0.00	268,581,649.17	249,045,925.00	0.00	249,045,925.00	-7.3%
Revenue Limit Transfers									
Unrestricted Revenue Limit Transfers - Current Year	0000	8091	(5,391,825.91)		(5,391,825.91)	(4,992,020.00)		(4,992,020.00)	-7.4%
Continuation Education ADA Transfer	2200	8091		0.00	0.00		0.00	0.00	0.0%
Community Day Schools Transfer	2430	8091		0.00	0.00		0.00	0.00	0.0%
Special Education ADA Transfer	6500	8091		5,391,825.91	5,391,825.91		4,992,020.00	4,992,020.00	-7.4%
All Other Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction Transfer		8092	639,566.16	0.00	639,566.16	422,949.00	0.00	422,949.00	-33.9%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(11,323,931.35)	0.00	(11,323,931.35)	(14,123,132.00)	0.00	(14,123,132.00)	24.7%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUE LIMIT SOURCES			252,505,458.07	5,391,825.91	257,897,283.98	230,353,722.00	4,992,020.00	235,345,742.00	-8.7%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	8,435,937.15	8,435,937.15	0.00	7,948,440.00	7,948,440.00	-5.8%
Special Education Discretionary Grants		8182	0.00	2,012,382.66	2,012,382.66	0.00	1,833,664.00	1,833,664.00	-8.9%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	1,636.21	0.00	1,636.21	0.00	0.00	0.00	-100.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	684,929.85	684,929.85	0.00	0.00	0.00	-100.0%
Interagency Contracts Between LEAs		8285	0.00	9,636.13	9,636.13	0.00	0.00	0.00	-100.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB/IASA	3000-3009, 3011-3024, 3026-3299, 4000-4034, 4036-4139, 4202, 4204-4215, 5510	8290		10,420,449.06	10,420,449.06		0.00	0.00	-100.0%
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290		4,586,994.25	4,586,994.25		4,568,262.00	4,568,262.00	-0.4%
NCLB: Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
NCLB: Title II, Part A, Teacher Quality	4035	8290		927,893.92	927,893.92		981,679.00	981,679.00	5.8%
NCLB: Title III, Immigrant Education Program	4201	8290		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2012-13 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290		795,245.00	795,245.00		625,552.00	625,552.00	-21.3%
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3599	8290		185,263.00	185,263.00		246,686.00	246,686.00	33.2%
Safe and Drug Free Schools	3700-3799	8290		0.00	0.00		0.00	0.00	0.0%
Other Federal Revenue	All Other	8290	560,523.40	1,443,984.55	2,004,507.95	700,000.00	1,365,201.00	2,065,201.00	3.0%
TOTAL, FEDERAL REVENUE			562,159.61	29,502,715.57	30,064,875.18	700,000.00	17,569,484.00	18,269,484.00	-39.2%
OTHER STATE REVENUE									
Other State Apportionments									
Community Day School Additional Funding Current Year	2430	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	2430	8319		0.00	0.00		0.00	0.00	0.0%
ROC/P Entitlement Current Year	6355-6360	8311		825.00	825.00		0.00	0.00	-100.0%
Prior Years	6355-6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311		25,128,836.00	25,128,836.00		24,259,994.00	24,259,994.00	-3.5%
Prior Years	6500	8319		62,663.00	62,663.00		0.00	0.00	-100.0%
Home-to-School Transportation	7230	8311		700,285.00	700,285.00		700,285.00	700,285.00	0.0%
Economic Impact Aid	7090-7091	8311		3,184,154.00	3,184,154.00		3,184,593.00	3,184,593.00	0.0%
Spec. Ed. Transportation	7240	8311		1,808,227.00	1,808,227.00		1,808,227.00	1,808,227.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	1,177.76	203,731.00	204,908.76	22,189.00	202,956.00	225,145.00	9.9%
All Other State Apportionments - Prior Years	All Other	8319	(357.00)	18,631.00	18,274.00	0.00	0.00	0.00	-100.0%
Year Round School Incentive		8425	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction, K-3		8434	7,656,506.00	0.00	7,656,506.00	6,900,000.00	0.00	6,900,000.00	-9.9%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	139,661.00	0.00	139,661.00	0.00	0.00	0.00	-100.0%
Lottery - Unrestricted and Instructional Materials		8560	6,578,886.55	1,541,617.84	8,120,504.39	6,305,330.00	1,269,082.00	7,574,412.00	-6.7%
Tax Relief Subventions Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590		0.00	0.00		0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		562,500.00	562,500.00		562,500.00	562,500.00	0.0%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650-6690	8590		0.00	0.00		0.00	0.00	0.0%
Healthy Start	6240	8590		0.00	0.00		0.00	0.00	0.0%
Class Size Reduction Facilities	6200	8590		0.00	0.00		0.00	0.00	0.0%
School Community Violence Prevention Grant	7391	8590		0.00	0.00		0.00	0.00	0.0%
Quality Education Investment Act	7400	8590		413,100.00	413,100.00		413,100.00	413,100.00	0.0%
All Other State Revenue	All Other	8590	18,945,527.11	2,621,126.00	21,566,653.11	17,889,347.00	2,826,100.00	20,715,447.00	-3.9%
TOTAL, OTHER STATE REVENUE			33,321,401.42	36,245,695.84	69,567,097.26	31,116,866.00	35,226,837.00	66,343,703.00	-4.6%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals Unrestricted (A)	2011-12 Unaudited Actuals Restricted (B)	2011-12 Unaudited Actuals Total Fund col. A + B (C)	2012-13 Budget Unrestricted (D)	2012-13 Budget Restricted (E)	2012-13 Budget Total Fund col. D + E (F)	% Diff Column C & F
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to RL Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	11,158.40	0.00	11,158.40	0.00	0.00	0.00	-100.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	1,099,149.98	0.00	1,099,149.98	359,500.00	0.00	359,500.00	-67.3%
Interest		8660	454,653.30	0.00	454,653.30	312,500.00	0.00	312,500.00	-31.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	7,209.69	0.00	7,209.69	0.00	0.00	0.00	-100.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	476,841.02	476,841.02	0.00	478,500.00	478,500.00	0.3%
Transportation Services	7230, 7240	8677		0.00	0.00		0.00	0.00	0.0%
Interagency Services	All Other	8677	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue									
Plus: Misc Funds Non-Revenue Limit (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	5,969,807.41	502,210.39	6,472,017.80	2,540,464.00	245,324.00	2,785,788.00	-57.0%
Tuition		8710	248,365.00	0.00	248,365.00	250,000.00	0.00	250,000.00	0.7%
All Other Transfers In		8781-8783	45,156.80	0.00	45,156.80	0.00	0.00	0.00	-100.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6500	8793		65,884.00	65,884.00		60,000.00	60,000.00	-8.9%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			7,835,500.58	1,044,935.41	8,880,435.99	3,462,464.00	783,824.00	4,246,288.00	-52.2%
TOTAL, REVENUES			294,224,519.68	72,185,172.73	366,409,692.41	265,633,052.00	58,572,165.00	324,205,217.00	-11.5%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals Unrestricted (A)	2011-12 Unaudited Actuals Restricted (B)	2011-12 Unaudited Actuals Total Fund col. A + B (C)	2012-13 Budget Unrestricted (D)	2012-13 Budget Restricted (E)	2012-13 Budget Total Fund col. D + E (F)	% Diff Column C & F
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	134,481,705.71	34,752,786.16	169,234,491.87	116,058,597.00	22,966,629.00	139,025,226.00	-17.9%
Certificated Pupil Support Salaries		1200	2,879,625.68	4,329,233.12	7,208,858.80	2,029,003.00	4,381,305.00	6,410,308.00	-11.1%
Certificated Supervisors' and Administrators' Salaries		1300	11,496,615.80	1,737,046.97	13,233,662.77	11,288,276.00	1,758,613.00	13,046,889.00	-1.4%
Other Certificated Salaries		1900	442,187.33	2,324,555.64	2,766,742.97	390,626.00	2,271,680.00	2,662,306.00	-3.8%
TOTAL, CERTIFICATED SALARIES			149,300,134.52	43,143,621.89	192,443,756.41	129,766,502.00	31,378,227.00	161,144,729.00	-16.3%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	1,404,731.24	12,653,924.78	14,058,656.02	250,730.00	12,429,048.00	12,679,778.00	-9.8%
Classified Support Salaries		2200	11,639,118.67	11,713,858.28	23,352,976.95	8,392,066.00	12,034,998.00	20,427,064.00	-12.5%
Classified Supervisors' and Administrators' Salaries		2300	1,625,167.74	1,110,799.65	2,735,967.39	1,063,208.00	1,015,682.00	2,078,890.00	-24.0%
Clerical, Technical and Office Salaries		2400	11,874,134.53	1,381,221.95	13,255,356.48	7,660,317.00	1,427,268.00	9,087,585.00	-31.4%
Other Classified Salaries		2900	2,337,046.01	1,283,014.15	3,620,060.16	2,092,162.00	1,367,908.00	3,460,070.00	-4.4%
TOTAL, CLASSIFIED SALARIES			28,880,198.19	28,142,818.81	57,023,017.00	19,458,483.00	28,274,904.00	47,733,387.00	-16.3%
EMPLOYEE BENEFITS									
STRS		3101-3102	12,397,174.93	3,560,344.15	15,957,519.08	10,882,063.00	2,575,516.00	13,457,579.00	-15.7%
PERS		3201-3202	2,679,004.81	2,452,523.18	5,131,527.99	2,391,713.00	2,574,438.00	4,966,151.00	-3.2%
OASDI/Medicare/Alternative		3301-3302	4,042,477.66	2,440,949.78	6,483,427.44	3,825,660.00	2,333,448.00	6,159,108.00	-5.0%
Health and Welfare Benefits		3401-3402	27,989,180.53	12,243,327.60	40,232,508.13	29,188,198.00	10,375,528.00	39,563,726.00	-1.7%
Unemployment Insurance		3501-3502	2,871,811.33	1,132,208.70	4,004,020.03	1,270,852.00	652,146.00	1,922,998.00	-52.0%
Workers' Compensation		3601-3602	3,547,266.81	1,412,814.05	4,960,080.86	3,260,167.00	1,189,285.00	4,449,452.00	-10.3%
OPEB, Allocated		3701-3702	481,248.99	192,693.51	673,942.50	506,069.00	160,078.00	666,147.00	-1.2%
OPEB, Active Employees		3751-3752	754,269.60	297,782.13	1,052,051.73	810,579.00	233,634.00	1,044,213.00	-0.7%
PERS Reduction		3801-3802	252,515.36	317,789.01	570,304.37	132,064.00	226,863.00	358,927.00	-37.1%
Other Employee Benefits		3901-3902	36,226.17	35,435.54	71,661.71	2,485,576.00	57,819.00	2,543,395.00	3449.2%
TOTAL, EMPLOYEE BENEFITS			55,051,176.19	24,085,867.65	79,137,043.84	54,752,941.00	20,378,755.00	75,131,696.00	-5.1%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	111,686.38	1,407,934.34	1,519,620.72	64,836.00	1,244,548.00	1,309,384.00	-13.8%
Books and Other Reference Materials		4200	13,800.36	92,963.23	106,763.59	10,311.00	2,000.00	12,311.00	-88.5%
Materials and Supplies		4300	2,346,522.92	3,281,776.51	5,628,299.43	6,711,546.00	6,310,830.00	13,022,376.00	131.4%
Noncapitalized Equipment		4400	887,097.82	807,828.81	1,694,926.63	435,200.00	259,650.00	694,850.00	-59.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			3,359,107.48	5,590,502.89	8,949,610.37	7,221,893.00	7,817,028.00	15,038,921.00	68.0%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	56,600.38	2,812,201.93	2,868,802.31	10,000.00	3,608,769.00	3,618,769.00	26.1%
Travel and Conferences		5200	274,345.36	357,804.22	632,149.58	250,746.00	274,070.00	524,816.00	-17.0%
Dues and Memberships		5300	8,838.00	3,471.25	12,309.25	10,860.00	3,200.00	14,060.00	14.2%
Insurance		5400 - 5450	2,200,000.00	0.00	2,200,000.00	2,200,000.00	0.00	2,200,000.00	0.0%
Operations and Housekeeping Services		5500	8,288,952.20	0.00	8,288,952.20	9,425,000.00	0.00	9,425,000.00	13.7%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	2,510,625.20	2,872,755.43	5,383,380.63	1,742,293.00	3,486,743.00	5,229,036.00	-2.9%
Transfers of Direct Costs		5710	502,110.84	(502,110.84)	0.00	(15,255.00)	15,255.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(239,859.65)	0.00	(239,859.65)	(563,705.00)	0.00	(563,705.00)	135.0%
Professional/Consulting Services and Operating Expenditures		5800	3,905,964.21	4,605,470.14	8,511,434.35	1,679,508.00	6,913,019.00	8,592,527.00	1.0%
Communications		5900	498,574.00	1,298.45	499,872.45	785,000.00	5,100.00	790,100.00	58.1%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			18,006,150.54	10,150,890.58	28,157,041.12	15,524,447.00	14,306,156.00	29,830,603.00	5.9%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2012-13 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
CAPITAL OUTLAY									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.50	0.00	0.50	0.00	60,000.00	60,000.00	##########
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	370,930.02	88,597.44	459,527.46	497,732.00	0.00	497,732.00	8.3%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			370,930.52	88,597.44	459,527.96	497,732.00	60,000.00	557,732.00	21.4%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	9,602.00	0.00	9,602.00	0.00	0.00	0.00	-100.0%
Tuition, Excess Costs, and/or Deficit Payments									
Payments to Districts or Charter Schools		7141	0.00	134,480.00	134,480.00	0.00	134,480.00	134,480.00	0.0%
Payments to County Offices		7142	0.00	5,583,501.31	5,583,501.31	0.00	5,619,106.00	5,619,106.00	0.6%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools	6500	7221		319,419.14	319,419.14		0.00	0.00	-100.0%
To County Offices	6500	7222		310,985.00	310,985.00		310,985.00	310,985.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		825.00	825.00		0.00	0.00	-100.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	2,981,502.69	29,665.74	3,011,168.43	2,472,291.00	24,534.00	2,496,825.00	-17.1%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	275,973.71	36,967.06	312,940.77	210,658.00	14,270.00	224,928.00	-28.1%
Other Debt Service - Principal		7439	1,680,356.37	105,213.94	1,785,570.31	1,173,678.00	127,911.00	1,301,589.00	-27.1%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			4,947,434.77	6,521,057.19	11,468,491.96	3,856,627.00	6,231,286.00	10,087,913.00	-12.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(3,019,338.11)	3,019,338.11	0.00	(3,956,376.00)	3,956,376.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(609,220.65)	0.00	(609,220.65)	(650,123.00)	0.00	(650,123.00)	6.7%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(3,628,558.76)	3,019,338.11	(609,220.65)	(4,606,499.00)	3,956,376.00	(650,123.00)	6.7%
TOTAL, EXPENDITURES			256,286,573.45	120,742,694.56	377,029,268.01	226,472,126.00	112,402,732.00	338,874,858.00	-10.1%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2012-13 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	412,457.68	0.00	412,457.68	650,000.00	0.00	650,000.00	57.6%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	2,108,297.00	0.00	2,108,297.00	2,111,057.00	0.00	2,111,057.00	0.1%
(a) TOTAL, INTERFUND TRANSFERS IN			2,520,754.68	0.00	2,520,754.68	2,761,057.00	0.00	2,761,057.00	9.5%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES									
SOURCES									
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(47,029,638.43)	47,029,638.43	0.00	(51,487,273.00)	51,487,273.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(47,029,638.43)	47,029,638.43	0.00	(51,487,273.00)	51,487,273.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(44,508,883.75)	47,029,638.43	2,520,754.68	(48,726,216.00)	51,487,273.00	2,761,057.00	9.5%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals Unrestricted (A)	2011-12 Unaudited Actuals Restricted (B)	2011-12 Unaudited Actuals Total Fund col. A + B (C)	2012-13 Budget Unrestricted (D)	2012-13 Budget Restricted (E)	2012-13 Budget Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) Revenue Limit Sources		8010-8099	252,505,458.07	5,391,825.91	257,897,283.98	230,353,722.00	4,992,020.00	235,345,742.00	-7.3%
2) Federal Revenue		8100-8299	562,159.61	29,502,715.57	30,064,875.18	700,000.00	17,569,484.00	18,269,484.00	-39.2%
3) Other State Revenue		8300-8599	33,321,401.42	36,245,695.84	69,567,097.26	31,116,866.00	35,226,837.00	66,343,703.00	-4.6%
4) Other Local Revenue		8600-8799	7,835,500.58	1,044,935.41	8,880,435.99	3,462,464.00	783,824.00	4,246,288.00	-52.2%
5) TOTAL, REVENUES			294,224,519.68	72,185,172.73	366,409,692.41	265,633,052.00	58,572,165.00	324,205,217.00	-10.4%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		179,559,902.23	70,978,210.26	250,538,112.49	162,826,690.00	60,866,170.00	223,692,860.00	-10.7%
2) Instruction - Related Services	2000-2999		28,210,025.30	9,330,863.88	37,540,889.18	21,926,216.00	9,617,814.00	31,544,030.00	-16.0%
3) Pupil Services	3000-3999		8,780,247.17	19,968,322.71	28,748,569.88	7,495,966.00	20,234,039.00	27,730,005.00	-3.5%
4) Ancillary Services	4000-4999		3,176,476.96	1,728.61	3,178,205.57	2,317,200.00	0.00	2,317,200.00	-27.1%
5) Community Services	5000-5999		(1,268.48)	0.00	(1,268.48)	2,971.00	0.00	2,971.00	-334.2%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		11,805,526.08	3,198,197.79	15,003,723.87	10,186,207.00	3,972,822.00	14,159,029.00	-5.6%
8) Plant Services	8000-8999		19,808,229.42	10,744,314.12	30,552,543.54	17,860,249.00	11,480,601.00	29,340,850.00	-4.0%
9) Other Outgo	9000-9999	Except 7600-7699	4,947,434.77	6,521,057.19	11,468,491.96	3,856,627.00	6,231,286.00	10,087,913.00	-12.0%
10) TOTAL, EXPENDITURES			256,286,573.45	120,742,694.56	377,029,268.01	226,472,126.00	112,402,732.00	338,874,858.00	-10.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			37,937,946.23	(48,557,521.83)	(10,619,575.60)	39,160,926.00	(53,830,567.00)	(14,669,641.00)	38.1%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	2,520,754.68	0.00	2,520,754.68	2,761,057.00	0.00	2,761,057.00	9.5%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(47,029,638.43)	47,029,638.43	0.00	(51,487,273.00)	51,487,273.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(44,508,883.75)	47,029,638.43	2,520,754.68	(48,726,216.00)	51,487,273.00	2,761,057.00	9.5%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2012-13 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(6,570,937.52)	(1,527,883.40)	(8,098,820.92)	(9,565,290.00)	(2,343,294.00)	(11,908,584.00)	47.0%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	24,407,894.94	4,236,302.41	28,644,197.35	16,640,290.42	2,708,419.01	19,348,709.43	-32.5%
b) Audit Adjustments		9793	(1,196,667.00)	0.00	(1,196,667.00)	0.00	0.00	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			23,211,227.94	4,236,302.41	27,447,530.35	16,640,290.42	2,708,419.01	19,348,709.43	-29.5%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			23,211,227.94	4,236,302.41	27,447,530.35	16,640,290.42	2,708,419.01	19,348,709.43	-29.5%
2) Ending Balance, June 30 (E + F1e)			16,640,290.42	2,708,419.01	19,348,709.43	7,075,000.42	365,125.01	7,440,125.43	-61.5%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	175,000.00	0.00	175,000.00	0.00	0.00	0.00	-100.0%
Stores		9712	168,853.13	0.00	168,853.13	0.00	0.00	0.00	-100.0%
Prepaid Expenditures		9713	1,094.00	0.00	1,094.00	0.00	0.00	0.00	-100.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	2,708,419.01	2,708,419.01	0.00	365,125.16	365,125.16	-86.5%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	5,826,133.29	0.00	5,826,133.29	0.00	0.00	0.00	-100.0%
Teacher Development 0404	0000	9780	*183,823.74*		*183,823.74*				
Library Abatement 0004	0000	9780	*75,147.00*		*75,147.00*				
Gift 0400	0000	9780	*1,778,495.49*		*1,778,495.49*				
Site Allocation 0002	0000	9780	*339,623.06*		*339,623.06*				
Loss of EIA fund flexibility	0000	9780	*3,449,044.00*		*3,449,044.00*				
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	7,650,844.00	0.00	7,650,844.00	0.00	0.00	0.00	-100.0%
Unassigned/Unappropriated Amount		9790	2,818,366.00	0.00	2,818,366.00	7,075,000.42	(0.15)	7,075,000.27	151.0%

Resource	Description	2011-12 Unaudited Actuals	2012-13 Budget
5640	Medi-Cal Billing Optior	494,721.86	119,965.86
5650	FEMA Public Assistance Funds	684,929.85	0.00
6512	Special Ed: Mental Health Service	1,191,036.15	0.15
7090	Economic Impact Aid (EIA)	245,159.09	245,159.09
7400	Quality Education Investment Ac	92,572.06	0.06
Total, Restricted Balance		2,708,419.01	365,125.16

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	338,285.00	340,702.00	0.7%
3) Other State Revenue		8300-8599	1,734,974.00	1,569,989.00	-9.5%
4) Other Local Revenue		8600-8799	2,098,832.77	2,150,100.00	2.4%
5) TOTAL, REVENUES			4,172,091.77	4,060,791.00	-2.7%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	1,454,969.71	1,266,945.00	-12.9%
2) Classified Salaries		2000-2999	437,268.21	395,139.00	-9.6%
3) Employee Benefits		3000-3999	357,968.29	345,779.00	-3.4%
4) Books and Supplies		4000-4999	23,820.72	26,744.00	12.3%
5) Services and Other Operating Expenditures		5000-5999	1,288,564.86	1,040,753.00	-19.2%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	106,081.05	74,374.00	-29.9%
9) TOTAL, EXPENDITURES			3,668,672.84	3,149,734.00	-14.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			503,418.93	911,057.00	81.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	908,297.00	911,057.00	0.3%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(908,297.00)	(911,057.00)	0.3%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(404,878.07)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	404,878.07	0.00	-100.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			404,878.07	0.00	-100.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			404,878.07	0.00	-100.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	374,840.73		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	771,455.42		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400	0.00		
10) TOTAL, ASSETS			1,146,296.15		
H. LIABILITIES					
1) Accounts Payable		9500	275,899.60		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	294,945.82		
4) Current Loans		9640			
5) Deferred Revenue		9650	575,450.73		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			1,146,296.15		
I. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			0.00		

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
FEDERAL REVENUE					
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
NCLB / IASA	3000-3299, 4000-4139, 4201-4215, 4610, 5510	8290	0.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290	0.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.0%
Other Federal Revenue	All Other	8290	338,285.00	340,702.00	0.7%
TOTAL, FEDERAL REVENUE			338,285.00	340,702.00	0.7%
OTHER STATE REVENUE					
Other State Apportionments					
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.0%
All Other State Revenue		8590	1,734,974.00	1,569,989.00	-9.5%
TOTAL, OTHER STATE REVENUE			1,734,974.00	1,569,989.00	-9.5%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	3,899.96	5,100.00	30.8%
Net Increase (Decrease) in the Fair Value of Investments		8662	198.74	0.00	-100.0%
Fees and Contracts					
Adult Education Fees		8671	269,907.97	295,000.00	9.3%
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	1,824,826.10	1,850,000.00	1.4%
Tuition		8710	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,098,832.77	2,150,100.00	2.4%
TOTAL, REVENUES			4,172,091.77	4,060,791.00	-2.7%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	1,127,775.00	977,403.00	-13.3%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	327,194.71	289,542.00	-11.5%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			1,454,969.71	1,266,945.00	-12.9%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	178,102.17	134,484.00	-24.5%
Classified Support Salaries		2200	44,296.05	47,657.00	7.6%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	170,224.44	167,790.00	-1.4%
Other Classified Salaries		2900	44,645.55	45,208.00	1.3%
TOTAL, CLASSIFIED SALARIES			437,268.21	395,139.00	-9.6%
EMPLOYEE BENEFITS					
STRS		3101-3102	111,415.64	105,583.00	-5.2%
PERS		3201-3202	27,988.20	32,126.00	14.8%
OASDI/Medicare/Alternative		3301-3302	45,656.77	45,063.00	-1.3%
Health and Welfare Benefits		3401-3402	94,247.86	97,779.00	3.7%
Unemployment Insurance		3501-3502	29,365.50	21,415.00	-27.1%
Workers' Compensation		3601-3602	36,875.21	31,936.00	-13.4%
OPEB, Allocated		3701-3702	5,133.76	4,755.00	-7.4%
OPEB, Active Employees		3751-3752	2,775.96	2,521.00	-9.2%
PERS Reduction		3801-3802	4,097.41	3,257.00	-20.5%
Other Employee Benefits		3901-3902	411.98	1,344.00	226.2%
TOTAL, EMPLOYEE BENEFITS			357,968.29	345,779.00	-3.4%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	4,674.63	0.00	-100.0%
Materials and Supplies		4300	11,203.89	22,744.00	103.0%
Noncapitalized Equipment		4400	7,942.20	4,000.00	-49.6%
TOTAL, BOOKS AND SUPPLIES			23,820.72	26,744.00	12.3%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	6,693.49	3,990.00	-40.4%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	176,642.00	181,000.00	2.5%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	26,049.76	29,626.00	13.7%
Professional/Consulting Services and Operating Expenditures		5800	1,078,992.21	826,137.00	-23.4%
Communications		5900	187.40	0.00	-100.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			1,288,564.86	1,040,753.00	-19.2%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Tuition					
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	106,081.05	74,374.00	-29.9%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			106,081.05	74,374.00	-29.9%
TOTAL, EXPENDITURES			3,668,672.84	3,149,734.00	-14.1%

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

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	338,285.00	340,702.00	0.7%
3) Other State Revenue		8300-8599	1,734,974.00	1,569,989.00	-9.5%
4) Other Local Revenue		8600-8799	2,098,832.77	2,150,100.00	2.4%
5) TOTAL, REVENUES			4,172,091.77	4,060,791.00	-2.7%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		900,000.35	829,850.00	-7.8%
2) Instruction - Related Services	2000-2999		488,601.38	447,896.00	-8.3%
3) Pupil Services	3000-3999		65,736.57	71,888.00	9.4%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		2,108,253.49	1,725,726.00	-18.1%
7) General Administration	7000-7999		106,081.05	74,374.00	-29.9%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			3,668,672.84	3,149,734.00	-14.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			503,418.93	911,057.00	81.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	908,297.00	911,057.00	0.3%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(908,297.00)	(911,057.00)	0.3%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(404,878.07)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	404,878.07	0.00	-100.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			404,878.07	0.00	-100.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			404,878.07	0.00	-100.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

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

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	105,289.00	105,289.00	0.0%
3) Other State Revenue		8300-8599	2,074,343.03	2,296,588.00	10.7%
4) Other Local Revenue		8600-8799	2,765,945.22	3,093,333.00	11.8%
5) TOTAL, REVENUES			4,945,577.25	5,495,210.00	11.1%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	1,907,668.93	1,983,187.00	4.0%
2) Classified Salaries		2000-2999	1,545,061.57	1,766,674.00	14.3%
3) Employee Benefits		3000-3999	1,220,695.92	1,148,258.00	-5.9%
4) Books and Supplies		4000-4999	126,836.80	113,472.00	-10.5%
5) Services and Other Operating Expenditures		5000-5999	117,568.42	396,280.00	237.1%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	14,855.86	0.00	-100.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	173,462.74	226,149.00	30.4%
9) TOTAL, EXPENDITURES			5,106,150.24	5,634,020.00	10.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(160,572.99)	(138,810.00)	-13.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(160,572.99)	(138,810.00)	-13.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	981,523.37	820,950.38	-16.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			981,523.37	820,950.38	-16.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			981,523.37	820,950.38	-16.4%
2) Ending Balance, June 30 (E + F1e)			820,950.38	682,140.38	-16.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	820,950.38	682,140.38	-16.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	1,000,962.19		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	610,536.05		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	626.90		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400	0.00		
10) TOTAL, ASSETS			1,612,125.14		
H. LIABILITIES					
1) Accounts Payable		9500	425,121.30		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	221,895.96		
4) Current Loans		9640			
5) Deferred Revenue		9650	144,157.50		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			791,174.76		
I. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			820,950.38		

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290	0.00	0.00	0.0%
Other Federal Revenue	All Other	8290	105,289.00	105,289.00	0.0%
TOTAL, FEDERAL REVENUE			105,289.00	105,289.00	0.0%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6055, 6056, 6105	8590	2,074,343.03	2,296,588.00	10.7%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			2,074,343.03	2,296,588.00	10.7%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	7,013.89	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	162.63	0.00	-100.0%
Fees and Contracts					
Child Development Parent Fees		8673	1,992,930.01	2,314,662.00	16.1%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	765,838.69	778,671.00	1.7%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,765,945.22	3,093,333.00	11.8%
TOTAL, REVENUES			4,945,577.25	5,495,210.00	11.1%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	1,657,463.95	1,769,883.00	6.8%
Certificated Pupil Support Salaries		1200	68,171.82	67,075.00	-1.6%
Certificated Supervisors' and Administrators' Salaries		1300	18,659.49	0.00	-100.0%
Other Certificated Salaries		1900	163,373.67	146,229.00	-10.5%
TOTAL, CERTIFICATED SALARIES			1,907,668.93	1,983,187.00	4.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	977,634.08	1,037,807.00	6.2%
Classified Support Salaries		2200	46,058.38	47,716.00	3.6%
Classified Supervisors' and Administrators' Salaries		2300	234,034.62	245,044.00	4.7%
Clerical, Technical and Office Salaries		2400	193,473.31	277,954.00	43.7%
Other Classified Salaries		2900	93,861.18	158,153.00	68.5%
TOTAL, CLASSIFIED SALARIES			1,545,061.57	1,766,674.00	14.3%
EMPLOYEE BENEFITS					
STRS		3101-3102	117,643.75	118,171.00	0.4%
PERS		3201-3202	146,929.46	142,523.00	-3.0%
OASDI/Medicare/Alternative		3301-3302	139,862.86	144,902.00	3.6%
Health and Welfare Benefits		3401-3402	639,913.93	586,673.00	-8.3%
Unemployment Insurance		3501-3502	53,776.05	39,563.00	-26.4%
Workers' Compensation		3601-3602	68,577.79	71,933.00	4.9%
OPEB, Allocated		3701-3702	9,321.59	9,708.00	4.1%
OPEB, Active Employees		3751-3752	13,960.37	11,576.00	-17.1%
PERS Reduction		3801-3802	27,288.29	20,210.00	-25.9%
Other Employee Benefits		3901-3902	3,421.83	2,999.00	-12.4%
TOTAL, EMPLOYEE BENEFITS			1,220,695.92	1,148,258.00	-5.9%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	56,689.71	65,372.00	15.3%
Noncapitalized Equipment		4400	12,193.44	13,100.00	7.4%
Food		4700	57,953.65	35,000.00	-39.6%
TOTAL, BOOKS AND SUPPLIES			126,836.80	113,472.00	-10.5%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	17,560.00	17,000.00	-3.2%
Travel and Conferences		5200	7,134.55	6,750.00	-5.4%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	35,997.50	7,930.00	-78.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	7,241.78	328,400.00	4434.8%
Professional/Consulting Services and Operating Expenditures		5800	49,634.59	36,200.00	-27.1%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			117,568.42	396,280.00	237.1%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	2,184.69	0.00	-100.0%
Other Debt Service - Principal		7439	12,671.17	0.00	-100.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			14,855.86	0.00	-100.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	173,462.74	226,149.00	30.4%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			173,462.74	226,149.00	30.4%
TOTAL, EXPENDITURES			5,106,150.24	5,634,020.00	10.3%

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

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	105,289.00	105,289.00	0.0%
3) Other State Revenue		8300-8599	2,074,343.03	2,296,588.00	10.7%
4) Other Local Revenue		8600-8799	2,765,945.22	3,093,333.00	11.8%
5) TOTAL, REVENUES			4,945,577.25	5,495,210.00	11.1%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		3,629,622.97	3,722,125.00	2.5%
2) Instruction - Related Services	2000-2999		884,987.61	1,139,984.00	28.8%
3) Pupil Services	3000-3999		375,221.06	423,002.00	12.7%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		173,462.74	226,149.00	30.4%
8) Plant Services	8000-8999		28,000.00	122,760.00	338.4%
9) Other Outgo	9000-9999	Except 7600-7699	14,855.86	0.00	-100.0%
10) TOTAL, EXPENDITURES			5,106,150.24	5,634,020.00	10.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(160,572.99)	(138,810.00)	-13.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(160,572.99)	(138,810.00)	-13.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	981,523.37	820,950.38	-16.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			981,523.37	820,950.38	-16.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			981,523.37	820,950.38	-16.4%
2) Ending Balance, June 30 (E + F1e)			820,950.38	682,140.38	-16.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	820,950.38	682,140.38	-16.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2011-12 Unaudited Actuals	2012-13 Budget
6130	Child Development: Center-Based Reserve Account	5,392.49	5,392.49
9010	Other Restricted Local	815,557.89	676,747.89
Total, Restricted Balance		820,950.38	682,140.38

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	4,444,503.88	4,543,180.00	2.2%
3) Other State Revenue		8300-8599	368,199.78	282,112.00	-23.4%
4) Other Local Revenue		8600-8799	5,355,777.62	5,336,997.00	-0.4%
5) TOTAL, REVENUES			10,168,481.28	10,162,289.00	-0.1%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	3,716,198.56	3,823,049.00	2.9%
3) Employee Benefits		3000-3999	1,360,223.87	1,348,816.00	-0.8%
4) Books and Supplies		4000-4999	3,976,571.77	4,080,978.00	2.6%
5) Services and Other Operating Expenditures		5000-5999	422,398.28	428,746.00	1.5%
6) Capital Outlay		6000-6999	0.00	20,000.00	New
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	329,676.86	349,600.00	6.0%
9) TOTAL, EXPENDITURES			9,805,069.34	10,051,189.00	2.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			363,411.94	111,100.00	-69.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			363,411.94	111,100.00	-69.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,830,456.03	3,193,867.97	12.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,830,456.03	3,193,867.97	12.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,830,456.03	3,193,867.97	12.8%
2) Ending Balance, June 30 (E + F1e)			3,193,867.97	3,304,967.97	3.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	12,750.00	0.00	-100.0%
Stores		9712	137,456.47	0.00	-100.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	3,043,661.50	3,304,967.97	8.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	958,387.09		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	2,261,008.34		
c) in Revolving Fund		9130	12,750.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	997,254.37		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	10,408.41		
6) Stores		9320	137,456.47		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400	0.00		
10) TOTAL, ASSETS			4,377,264.68		
H. LIABILITIES					
1) Accounts Payable		9500	711,397.69		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	146,600.16		
4) Current Loans		9640			
5) Deferred Revenue		9650	325,398.86		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			1,183,396.71		
I. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			3,193,867.97		

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
REVENUE LIMIT SOURCES					
Revenue Limit Transfers					
Unrestricted Revenue Limit Transfers - Current Year	0000	8091	0.00	0.00	0.0%
All Other Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, REVENUE LIMIT SOURCES			0.00	0.00	0.0%
FEDERAL REVENUE					
Child Nutrition Programs		8220	4,444,503.88	4,543,180.00	2.2%
Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			4,444,503.88	4,543,180.00	2.2%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	368,199.78	282,112.00	-23.4%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			368,199.78	282,112.00	-23.4%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	5,301,172.78	5,292,719.00	-0.2%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	2,731.31	2,000.00	-26.8%
Net Increase (Decrease) in the Fair Value of Investments		8662	3.98	0.00	-100.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	51,869.55	42,278.00	-18.5%
TOTAL, OTHER LOCAL REVENUE			5,355,777.62	5,336,997.00	-0.4%
TOTAL, REVENUES			10,168,481.28	10,162,289.00	-0.1%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	3,100,506.54	3,223,003.00	4.0%
Classified Supervisors' and Administrators' Salaries		2300	305,180.57	318,891.00	4.5%
Clerical, Technical and Office Salaries		2400	310,511.45	281,155.00	-9.5%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			3,716,198.56	3,823,049.00	2.9%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	246,507.24	250,716.00	1.7%
OASDI/Medicare/Alternative		3301-3302	206,921.74	238,089.00	15.1%
Health and Welfare Benefits		3401-3402	714,374.08	655,931.00	-8.2%
Unemployment Insurance		3501-3502	57,289.52	61,355.00	7.1%
Workers' Compensation		3601-3602	74,042.96	76,217.00	2.9%
OPEB, Allocated		3701-3702	10,058.04	10,289.00	2.3%
OPEB, Active Employees		3751-3752	16,232.60	17,149.00	5.6%
PERS Reduction		3801-3802	29,869.99	34,070.00	14.1%
Other Employee Benefits		3901-3902	4,927.70	5,000.00	1.5%
TOTAL, EMPLOYEE BENEFITS			1,360,223.87	1,348,816.00	-0.8%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	51,632.58	68,676.00	33.0%
Noncapitalized Equipment		4400	140,102.86	150,632.00	7.5%
Food		4700	3,784,836.33	3,861,670.00	2.0%
TOTAL, BOOKS AND SUPPLIES			3,976,571.77	4,080,978.00	2.6%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	1,117.66	1,109.00	-0.8%
Dues and Memberships		5300	156.75	175.00	11.6%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	127,001.46	144,782.00	14.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	205,073.81	205,679.00	0.3%
Professional/Consulting Services and Operating Expenditures		5800	84,912.55	70,762.00	-16.7%
Communications		5900	4,136.05	6,239.00	50.8%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			422,398.28	428,746.00	1.5%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	20,000.00	New
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	20,000.00	New
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	329,676.86	349,600.00	6.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			329,676.86	349,600.00	6.0%
TOTAL, EXPENDITURES			9,805,069.34	10,051,189.00	2.5%

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

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	4,444,503.88	4,543,180.00	2.2%
3) Other State Revenue		8300-8599	368,199.78	282,112.00	-23.4%
4) Other Local Revenue		8600-8799	5,355,777.62	5,336,997.00	-0.4%
5) TOTAL, REVENUES			10,168,481.28	10,162,289.00	-0.1%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		9,475,392.48	9,701,589.00	2.4%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		329,676.86	349,600.00	6.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			9,805,069.34	10,051,189.00	2.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			363,411.94	111,100.00	-69.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			363,411.94	111,100.00	-69.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,830,456.03	3,193,867.97	12.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,830,456.03	3,193,867.97	12.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,830,456.03	3,193,867.97	12.8%
2) Ending Balance, June 30 (E + F1e)			3,193,867.97	3,304,967.97	3.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	12,750.00	0.00	-100.0%
Stores		9712	137,456.47	0.00	-100.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	3,043,661.50	3,304,967.97	8.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2011-12 Unaudited Actuals	2012-13 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School	3,043,661.50	3,304,967.97
Total, Restricted Balance		3,043,661.50	3,304,967.97

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,815,523.00	1,815,523.00	0.0%
4) Other Local Revenue		8600-8799	9,571.27	4,000.00	-58.2%
5) TOTAL, REVENUES			1,825,094.27	1,819,523.00	-0.3%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	111,699.76	116,785.00	4.6%
3) Employee Benefits		3000-3999	51,535.40	47,574.00	-7.7%
4) Books and Supplies		4000-4999	0.00	54,214.00	New
5) Services and Other Operating Expenditures		5000-5999	269,461.40	400,950.00	48.8%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			432,696.56	619,523.00	43.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,392,397.71	1,200,000.00	-13.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	1,200,000.00	1,200,000.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(1,200,000.00)	(1,200,000.00)	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			192,397.71	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	903,100.20	1,095,497.91	21.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			903,100.20	1,095,497.91	21.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			903,100.20	1,095,497.91	21.3%
2) Ending Balance, June 30 (E + F1e)			1,095,497.91	1,095,497.91	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	1,095,497.91	1,095,497.91	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	1,108,958.25		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	614.12		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	5.50		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400	0.00		
10) TOTAL, ASSETS			1,109,577.87		
H. LIABILITIES					
1) Accounts Payable		9500	11,248.11		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	2,831.85		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			14,079.96		
I. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			1,095,497.91		

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
OTHER STATE REVENUE					
All Other State Revenue		8590	1,815,523.00	1,815,523.00	0.0%
TOTAL, OTHER STATE REVENUE			1,815,523.00	1,815,523.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	9,453.98	4,000.00	-57.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	117.29	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			9,571.27	4,000.00	-58.2%
TOTAL, REVENUES			1,825,094.27	1,819,523.00	-0.3%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	111,699.76	116,785.00	4.6%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			111,699.76	116,785.00	4.6%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	12,200.35	13,333.00	9.3%
OASDI/Medicare/Alternative		3301-3302	8,555.32	8,852.00	3.5%
Health and Welfare Benefits		3401-3402	23,578.60	18,775.00	-20.4%
Unemployment Insurance		3501-3502	1,750.80	1,285.00	-26.6%
Workers' Compensation		3601-3602	2,161.47	2,336.00	8.1%
OPEB, Allocated		3701-3702	301.67	315.00	4.4%
OPEB, Active Employees		3751-3752	502.63	526.00	4.6%
PERS Reduction		3801-3802	2,342.96	1,872.00	-20.1%
Other Employee Benefits		3901-3902	141.60	280.00	97.7%
TOTAL, EMPLOYEE BENEFITS			51,535.40	47,574.00	-7.7%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	54,214.00	New
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	54,214.00	New

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	254,183.06	400,000.00	57.4%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	15,278.34	950.00	-93.8%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			269,461.40	400,950.00	48.8%
CAPITAL OUTLAY					
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			432,696.56	619,523.00	43.2%

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

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,815,523.00	1,815,523.00	0.0%
4) Other Local Revenue		8600-8799	9,571.27	4,000.00	-58.2%
5) TOTAL, REVENUES			1,825,094.27	1,819,523.00	-0.3%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		432,696.56	619,523.00	43.2%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			432,696.56	619,523.00	43.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			1,392,397.71	1,200,000.00	-13.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	1,200,000.00	1,200,000.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(1,200,000.00)	(1,200,000.00)	0.0%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			192,397.71	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	903,100.20	1,095,497.91	21.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			903,100.20	1,095,497.91	21.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			903,100.20	1,095,497.91	21.3%
2) Ending Balance, June 30 (E + F1e)			1,095,497.91	1,095,497.91	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	1,095,497.91	1,095,497.91	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

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

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	456.82	400.00	-12.4%
5) TOTAL, REVENUES			456.82	400.00	-12.4%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			456.82	400.00	-12.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			456.82	400.00	-12.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	77,664.08	78,120.90	0.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			77,664.08	78,120.90	0.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			77,664.08	78,120.90	0.6%
2) Ending Balance, June 30 (E + F1e)			78,120.90	78,520.90	0.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	78,120.90	78,520.90	0.5%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	78,097.15		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	23.75		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400	0.00		
10) TOTAL, ASSETS			78,120.90		
H. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			0.00		
I. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			78,120.90		

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Interest		8660	428.54	400.00	-6.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	28.28	0.00	-100.0%
TOTAL, OTHER LOCAL REVENUE			456.82	400.00	-12.4%
TOTAL, REVENUES			456.82	400.00	-12.4%

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

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	456.82	400.00	-12.4%
5) TOTAL, REVENUES			456.82	400.00	-12.4%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			456.82	400.00	-12.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			456.82	400.00	-12.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	77,664.08	78,120.90	0.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			77,664.08	78,120.90	0.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			77,664.08	78,120.90	0.6%
2) Ending Balance, June 30 (E + F1e)			78,120.90	78,520.90	0.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	78,120.90	78,520.90	0.5%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

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

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	28,015.84	30,000.00	7.1%
5) TOTAL, REVENUES			28,015.84	30,000.00	7.1%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	4,501.20	4,490.00	-0.2%
6) Capital Outlay		6000-6999	8,326.80	76,000.00	812.7%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			12,828.00	80,490.00	527.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			15,187.84	(50,490.00)	-432.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			15,187.84	(50,490.00)	-432.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	5,084,705.52	5,099,893.36	0.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,084,705.52	5,099,893.36	0.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,084,705.52	5,099,893.36	0.3%
2) Ending Balance, June 30 (E + F1e)			5,099,893.36	5,049,403.36	-1.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	5,099,893.36	5,049,403.36	-1.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	5,098,342.23		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	1,881.14		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			5,100,223.37		
H. LIABILITIES					
1) Accounts Payable		9500	330.01		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			330.01		
I. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			5,099,893.36		

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to RL Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	27,467.12	30,000.00	9.2%
Net Increase (Decrease) in the Fair Value of Investments		8662	548.72	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			28,015.84	30,000.00	7.1%
TOTAL, REVENUES			28,015.84	30,000.00	7.1%

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

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	4,501.20	4,490.00	-0.2%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			4,501.20	4,490.00	-0.2%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	8,326.80	76,000.00	812.7%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			8,326.80	76,000.00	812.7%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			12,828.00	80,490.00	527.5%

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

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

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	28,015.84	30,000.00	7.1%
5) TOTAL, REVENUES			28,015.84	30,000.00	7.1%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		12,828.00	80,490.00	527.5%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			12,828.00	80,490.00	527.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			15,187.84	(50,490.00)	-432.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			15,187.84	(50,490.00)	-432.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	5,084,705.52	5,099,893.36	0.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,084,705.52	5,099,893.36	0.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,084,705.52	5,099,893.36	0.3%
2) Ending Balance, June 30 (E + F1e)			5,099,893.36	5,049,403.36	-1.0%
Components of Ending Fund Balance)					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	5,099,893.36	5,049,403.36	-1.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790			

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	468,299.20	445,000.00	-5.0%
5) TOTAL, REVENUES			468,299.20	445,000.00	-5.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	165,061.31	101,756.00	-38.4%
3) Employee Benefits		3000-3999	51,481.63	40,151.00	-22.0%
4) Books and Supplies		4000-4999	71.51	2,000.00	2696.8%
5) Services and Other Operating Expenditures		5000-5999	5,977.35	42,340.00	608.3%
6) Capital Outlay		6000-6999	148.84	2,000.00	1243.7%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	28,837.80	0.00	-100.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			251,578.44	188,247.00	-25.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			216,720.76	256,753.00	18.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			216,720.76	256,753.00	18.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,281,981.14	4,498,701.90	5.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,281,981.14	4,498,701.90	5.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,281,981.14	4,498,701.90	5.1%
2) Ending Balance, June 30 (E + F1e)			4,498,701.90	4,755,454.90	5.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,498,701.90	4,755,454.90	5.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	4,569,158.37		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	11,731.58		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	5.50		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			4,580,895.45		
H. LIABILITIES					
1) Accounts Payable		9500	10,023.68		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	72,169.87		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			82,193.55		
I. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			4,498,701.90		

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to RL Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	23,805.06	20,000.00	-16.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	589.54	0.00	-100.0%
Fees and Contracts					
Mitigation/Developer Fees		8681	443,904.60	425,000.00	-4.3%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			468,299.20	445,000.00	-5.0%
TOTAL, REVENUES			468,299.20	445,000.00	-5.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	62,770.07	0.00	-100.0%
Classified Supervisors' and Administrators' Salaries		2300	59,221.81	52,859.00	-10.7%
Clerical, Technical and Office Salaries		2400	43,069.43	48,897.00	13.5%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			165,061.31	101,756.00	-38.4%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	11,127.03	11,490.00	3.3%
OASDI/Medicare/Alternative		3301-3302	12,394.47	7,616.00	-38.6%
Health and Welfare Benefits		3401-3402	18,977.81	15,351.00	-19.1%
Unemployment Insurance		3501-3502	2,589.66	1,107.00	-57.3%
Workers' Compensation		3601-3602	3,233.58	2,013.00	-37.7%
OPEB, Allocated		3701-3702	445.59	272.00	-39.0%
OPEB, Active Employees		3751-3752	459.90	449.00	-2.4%
PERS Reduction		3801-3802	2,136.77	1,613.00	-24.5%
Other Employee Benefits		3901-3902	116.82	240.00	105.4%
TOTAL, EMPLOYEE BENEFITS			51,481.63	40,151.00	-22.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	71.51	0.00	-100.0%
Noncapitalized Equipment		4400	0.00	2,000.00	New
TOTAL, BOOKS AND SUPPLIES			71.51	2,000.00	2696.8%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	2,202.76	1,500.00	-31.9%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	42.00	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	2,892.59	40,000.00	1282.8%
Communications		5900	840.00	840.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			5,977.35	42,340.00	608.3%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	148.84	2,000.00	1243.7%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			148.84	2,000.00	1243.7%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	3,932.40	0.00	-100.0%
Other Debt Service - Principal		7439	24,905.40	0.00	-100.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			28,837.80	0.00	-100.0%
TOTAL, EXPENDITURES			251,578.44	188,247.00	-25.2%

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

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	468,299.20	445,000.00	-5.0%
5) TOTAL, REVENUES			468,299.20	445,000.00	-5.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		222,740.64	188,247.00	-15.5%
9) Other Outgo	9000-9999	Except 7600-7699	28,837.80	0.00	-100.0%
10) TOTAL, EXPENDITURES			251,578.44	188,247.00	-25.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			216,720.76	256,753.00	18.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			216,720.76	256,753.00	18.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,281,981.14	4,498,701.90	5.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,281,981.14	4,498,701.90	5.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,281,981.14	4,498,701.90	5.1%
2) Ending Balance, June 30 (E + F1e)			4,498,701.90	4,755,454.90	5.7%
Components of Ending Fund Balance)					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,498,701.90	4,755,454.90	5.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2011-12 Unaudited Actuals	2012-13 Budget
9010	Other Restricted Local	4,498,701.90	4,755,454.90
Total, Restricted Balance		4,498,701.90	4,755,454.90

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	3,000,000.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	19,791.53	11,500.00	-41.9%
5) TOTAL, REVENUES			3,019,791.53	11,500.00	-99.6%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	3,045.00	2,400.00	-21.2%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	3,000,000.00	0.00	-100.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			3,003,045.00	2,400.00	-99.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			16,746.53	9,100.00	-45.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			16,746.53	9,100.00	-45.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,107,210.64	2,123,957.17	0.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,107,210.64	2,123,957.17	0.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,107,210.64	2,123,957.17	0.8%
2) Ending Balance, June 30 (E + F1e)			2,123,957.17	2,133,057.17	0.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	2,123,957.17	2,133,057.17	0.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	5,122,399.30		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	1,889.33		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			5,124,288.63		
H. LIABILITIES					
1) Accounts Payable		9500	3,000,331.46		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			3,000,331.46		
I. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			2,123,957.17		

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
FEDERAL REVENUE					
Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
School Facilities Apportionments		8545	3,000,000.00	0.00	-100.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			3,000,000.00	0.00	-100.0%
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	19,301.21	11,500.00	-40.4%
Net Increase (Decrease) in the Fair Value of Investments		8662	490.32	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			19,791.53	11,500.00	-41.9%
TOTAL, REVENUES			3,019,791.53	11,500.00	-99.6%

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

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	3,045.00	2,400.00	-21.2%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			3,045.00	2,400.00	-21.2%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	3,000,000.00	0.00	-100.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			3,000,000.00	0.00	-100.0%
TOTAL, EXPENDITURES			3,003,045.00	2,400.00	-99.9%

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

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

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	3,000,000.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	19,791.53	11,500.00	-41.9%
5) TOTAL, REVENUES			3,019,791.53	11,500.00	-99.6%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		3,045.00	2,400.00	-21.2%
9) Other Outgo	9000-9999	Except 7600-7699	3,000,000.00	0.00	-100.0%
10) TOTAL, EXPENDITURES			3,003,045.00	2,400.00	-99.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			16,746.53	9,100.00	-45.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			16,746.53	9,100.00	-45.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,107,210.64	2,123,957.17	0.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,107,210.64	2,123,957.17	0.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,107,210.64	2,123,957.17	0.8%
2) Ending Balance, June 30 (E + F1e)			2,123,957.17	2,133,057.17	0.4%
Components of Ending Fund Balance)					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	2,123,957.17	2,133,057.17	0.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2011-12 Unaudited Actuals	2012-13 Budget
7710	State School Facilities Projects	2,123,957.17	2,133,057.17
Total, Restricted Balance		2,123,957.17	2,133,057.17

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	78,116.86	0.00	-100.0%
4) Other Local Revenue		8600-8799	5,517,162.90	3,821,951.00	-30.7%
5) TOTAL, REVENUES			5,595,279.76	3,821,951.00	-31.7%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	164,992.57	0.00	-100.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	1,560,970.00	2,051,726.00	31.4%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,725,962.57	2,051,726.00	18.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			3,869,317.19	1,770,225.00	-54.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	412,457.68	650,000.00	57.6%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(412,457.68)	(650,000.00)	57.6%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			3,456,859.51	1,120,225.00	-67.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	5,397,516.65	8,854,376.16	64.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,397,516.65	8,854,376.16	64.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,397,516.65	8,854,376.16	64.0%
2) Ending Balance, June 30 (E + F1e)			8,854,376.16	9,974,601.16	12.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	8,854,376.16	9,974,601.16	12.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	6,367,484.75		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	2,450.30		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	2,563,818.46		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			8,933,753.51		
H. LIABILITIES					
1) Accounts Payable		9500	1,260.49		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	78,116.86		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			79,377.35		
I. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			8,854,376.16		

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	78,116.86	0.00	-100.0%
TOTAL, OTHER STATE REVENUE			78,116.86	0.00	-100.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to RL Deduction		8625	4,819,528.71	3,171,951.00	-34.2%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	663,378.03	610,471.00	-8.0%
Interest		8660	34,089.91	39,529.00	16.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	166.25	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			5,517,162.90	3,821,951.00	-30.7%
TOTAL, REVENUES			5,595,279.76	3,821,951.00	-31.7%

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

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	164,992.57	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			164,992.57	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	144,531.25	2,051,726.00	1319.6%
Debt Service					
Debt Service - Interest		7438	406,438.75	0.00	-100.0%
Other Debt Service - Principal		7439	1,010,000.00	0.00	-100.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,560,970.00	2,051,726.00	31.4%
TOTAL, EXPENDITURES			1,725,962.57	2,051,726.00	18.9%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	412,457.68	650,000.00	57.6%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			412,457.68	650,000.00	57.6%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(412,457.68)	(650,000.00)	57.6%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	78,116.86	0.00	-100.0%
4) Other Local Revenue		8600-8799	5,517,162.90	3,821,951.00	-30.7%
5) TOTAL, REVENUES			5,595,279.76	3,821,951.00	-31.7%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		164,992.57	0.00	-100.0%
9) Other Outgo	9000-9999	Except 7600-7699	1,560,970.00	2,051,726.00	31.4%
10) TOTAL, EXPENDITURES			1,725,962.57	2,051,726.00	18.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			3,869,317.19	1,770,225.00	-54.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	412,457.68	650,000.00	57.6%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(412,457.68)	(650,000.00)	57.6%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			3,456,859.51	1,120,225.00	-67.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	5,397,516.65	8,854,376.16	64.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,397,516.65	8,854,376.16	64.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,397,516.65	8,854,376.16	64.0%
2) Ending Balance, June 30 (E + F1e)			8,854,376.16	9,974,601.16	12.7%
Components of Ending Fund Balance)					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	8,854,376.16	9,974,601.16	12.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2011-12 Unaudited Actuals	2012-13 Budget
9010	Other Restricted Local	8,854,376.16	9,974,601.16
Total, Restricted Balance		8,854,376.16	9,974,601.16

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	36,792.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	4,870,268.00	5,136,722.00	5.5%
5) TOTAL, REVENUES			4,907,060.00	5,136,722.00	4.7%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	4,806,524.00	4,899,504.00	1.9%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			4,806,524.00	4,899,504.00	1.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			100,536.00	237,218.00	136.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			100,536.00	237,218.00	136.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,922,347.00	4,026,173.00	2.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,922,347.00	4,026,173.00	2.6%
d) Other Restatements		9795	3,290.00	0.00	-100.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,925,637.00	4,026,173.00	2.6%
2) Ending Balance, June 30 (E + F1e)			4,026,173.00	4,263,391.00	5.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,026,173.00	4,263,391.00	5.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	4,024,425.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	1,748.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			4,026,173.00		
H. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			0.00		
I. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 - H7)			4,026,173.00		

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
FEDERAL REVENUE					
Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Voted Indebtedness Levies					
Homeowners' Exemptions		8571	36,792.00	0.00	-100.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			36,792.00	0.00	-100.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Voted Indebtedness Levies					
Secured Roll		8611	4,593,414.00	4,959,249.00	8.0%
Unsecured Roll		8612	106,459.00	0.00	-100.0%
Prior Years' Taxes		8613	149,335.00	137,379.00	-8.0%
Supplemental Taxes		8614	11,238.00	28,894.00	157.1%
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	0.00	0.00	0.0%
Interest		8660	9,822.00	11,200.00	14.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,870,268.00	5,136,722.00	5.5%
TOTAL, REVENUES			4,907,060.00	5,136,722.00	4.7%

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

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

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	36,792.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	4,870,268.00	5,136,722.00	5.5%
5) TOTAL, REVENUES			4,907,060.00	5,136,722.00	4.7%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	4,806,524.00	4,899,504.00	1.9%
10) TOTAL, EXPENDITURES			4,806,524.00	4,899,504.00	1.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			100,536.00	237,218.00	136.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			100,536.00	237,218.00	136.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,922,347.00	4,026,173.00	2.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,922,347.00	4,026,173.00	2.6%
d) Other Restatements		9795	3,290.00	0.00	-100.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,925,637.00	4,026,173.00	2.6%
2) Ending Balance, June 30 (E + F1e)			4,026,173.00	4,263,391.00	5.9%
Components of Ending Fund Balance)					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,026,173.00	4,263,391.00	5.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2011-12 Unaudited Actuals	2012-13 Budget
9010	Other Restricted Local	4,026,173.00	4,263,391.00
Total, Restricted Balance		4,026,173.00	4,263,391.00

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	55,785,104.32	61,019,976.00	9.4%
5) TOTAL, REVENUES			55,785,104.32	61,019,976.00	9.4%
B. EXPENSES					
1) Certificated Salaries		1000-1999	0.00	42,312.00	New
2) Classified Salaries		2000-2999	311,774.79	220,057.00	-29.4%
3) Employee Benefits		3000-3999	101,166.38	99,130.00	-2.0%
4) Books and Supplies		4000-4999	20,637.06	27,800.00	34.7%
5) Services and Other Operating Expenses		5000-5999	53,869,290.85	60,800,041.00	12.9%
6) Depreciation		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			54,302,869.08	61,189,340.00	12.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,482,235.24	(169,364.00)	-111.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET ASSETS/POSITION (C + D4)			1,482,235.24	(169,364.00)	-111.4%
F. NET ASSETS/POSITION					
1) Beginning Net Assets/Position					
a) As of July 1 - Unaudited		9791	680,118.46	2,162,353.70	217.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			680,118.46	2,162,353.70	217.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Assets/Position (F1c + F1d)			680,118.46	2,162,353.70	217.9%
2) Ending Net Assets/Position, June 30 (E + F1e)			2,162,353.70	1,992,989.70	-7.8%
Components of Ending Net Assets/Position					
a) Capital Assets, Net of Related Debt/Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Assets/Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Assets/Position		9790	2,162,353.70	1,992,989.70	-7.8%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	9,895,936.72		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	680,000.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	36,911.98		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	551,211.42		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets					
a) Land		9410	0.00		
b) Land Improvements		9420	0.00		
c) Accumulated Depreciation - Land Improvements		9425	0.00		
d) Buildings		9430	0.00		
e) Accumulated Depreciation - Buildings		9435	0.00		
f) Equipment		9440	0.00		
g) Accumulated Depreciation - Equipment		9445	0.00		
h) Work in Progress		9450	0.00		
10) TOTAL, ASSETS			11,164,060.12		

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
H. LIABILITIES					
1) Accounts Payable		9500	8,898,656.64		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	103,049.78		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities					
a) Net OPEB Obligation		9664	0.00		
b) Compensated Absences		9665	0.00		
c) COPs Payable		9666	0.00		
d) Capital Leases Payable		9667	0.00		
e) Lease Revenue Bonds Payable		9668	0.00		
f) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			9,001,706.42		
I. NET ASSETS/POSITION					
Net Assets/Position, June 30 (must agree with line F2) (G10 - H7)			2,162,353.70		

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	63,798.46	58,000.00	-9.1%
Net Increase (Decrease) in the Fair Value of Investments		8662	988.20	0.00	-100.0%
Fees and Contracts					
In-District Premiums/ Contributions		8674	55,127,684.37	60,811,976.00	10.3%
All Other Fees and Contracts		8689	592,488.80	150,000.00	-74.7%
Other Local Revenue					
All Other Local Revenue		8699	144.49	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			55,785,104.32	61,019,976.00	9.4%
TOTAL, REVENUES			55,785,104.32	61,019,976.00	9.4%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	42,312.00	New
TOTAL, CERTIFICATED SALARIES			0.00	42,312.00	New
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	143,610.72	47,966.00	-66.6%
Clerical, Technical and Office Salaries		2400	168,164.07	172,091.00	2.3%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			311,774.79	220,057.00	-29.4%
EMPLOYEE BENEFITS					
STRS		3101-3102	11,847.96	7,453.00	-37.1%
PERS		3201-3202	18,368.66	19,646.00	7.0%
OASDI/Medicare/Alternative		3301-3302	12,672.16	13,779.00	8.7%
Health and Welfare Benefits		3401-3402	41,337.09	44,400.00	7.4%
Unemployment Insurance		3501-3502	4,946.35	3,394.00	-31.4%
Workers' Compensation		3601-3602	6,033.90	5,141.00	-14.8%
OPEB, Allocated		3701-3702	841.94	703.00	-16.5%
OPEB, Active Employees		3751-3752	1,403.15	1,173.00	-16.4%
PERS Reduction		3801-3802	3,526.37	3,000.00	-14.9%
Other Employee Benefits		3901-3902	188.80	441.00	133.6%
TOTAL, EMPLOYEE BENEFITS			101,166.38	99,130.00	-2.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	20,637.06	27,800.00	34.7%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			20,637.06	27,800.00	34.7%

Description	Resource Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENSES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	2,871.17	4,052.00	41.1%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	1,619,414.61	1,893,989.00	17.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	1,452.30	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	52,245,552.77	58,902,000.00	12.7%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			53,869,290.85	60,800,041.00	12.9%
DEPRECIATION					
Depreciation Expense		6900	0.00	0.00	0.0%
TOTAL, DEPRECIATION			0.00	0.00	0.0%
TOTAL, EXPENSES			54,302,869.08	61,189,340.00	12.7%

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

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	55,785,104.32	61,019,976.00	9.4%
5) TOTAL, REVENUES			55,785,104.32	61,019,976.00	9.4%
B. EXPENSES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		54,302,869.08	61,189,340.00	12.7%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			54,302,869.08	61,189,340.00	12.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			1,482,235.24	(169,364.00)	-111.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2011-12 Unaudited Actuals	2012-13 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET ASSETS/POSITION (C + D4)			1,482,235.24	(169,364.00)	-111.4%
F. NET ASSETS/POSITION					
1) Beginning Net Assets/Position					
a) As of July 1 - Unaudited		9791	680,118.46	2,162,353.70	217.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			680,118.46	2,162,353.70	217.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Assets/Position (F1c + F1d)			680,118.46	2,162,353.70	217.9%
2) Ending Net Assets/Position, June 30 (E + F1e)			2,162,353.70	1,992,989.70	-7.8%
Components of Ending Net Assets/Position					
a) Capital Assets, Net of Related Debt/Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Assets/Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Assets/Position		9790	2,162,353.70	1,992,989.70	-7.8%

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

Description	2011-12 Unaudited Actuals			2012-13 Budget		
	P-2 ADA	Annual ADA	Revenue Limit ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Revenue Limit ADA
ELEMENTARY						
1. General Education			33,509.43	32,589.88	32,589.98	33,183.33
a. Kindergarten	3,143.28	3,143.28				
b. Grades One through Three	10,750.89	10,750.89				
c. Grades Four through Six	11,089.10	11,089.10				
d. Grades Seven and Eight	7,596.90	7,596.90				
e. Opportunity Schools and Full-Day Opportunity Classes	0.00	0.00				
f. Home and Hospital	9.27	9.27				
g. Community Day School	0.44	0.54				
2. Special Education						
a. Special Day Class	693.35	691.90		693.35	691.90	
b. Nonpublic, Nonsectarian Schools (EC 56366[a][7])	13.65	14.51	13.64	13.65	14.51	14.51
c. Nonpublic, Nonsectarian Schools - Licensed Children's Institutions	0.00	0.00	0.87	0.00	0.00	0.00
3. TOTAL, ELEMENTARY	33,296.88	33,296.39	33,523.94	33,296.88	33,296.39	33,197.84
HIGH SCHOOL						
4. General Education			15,465.36	15,086.53	15,088.26	15,395.44
a. Grades Nine through Twelve	14,896.56	14,792.53				
b. Continuation Education	172.35	172.95				
c. Opportunity Schools and Full-Day Opportunity Classes	0.00	0.00				
d. Home and Hospital	6.30	6.74				
e. Community Day School	5.66	7.39				
5. Special Education						
a. Special Day Class	312.84	309.64		312.84	309.64	
b. Nonpublic, Nonsectarian Schools (EC 56366[a][7])	26.21	25.31	25.31	26.21	25.31	25.31
c. Nonpublic, Nonsectarian Schools - Licensed Children's Institutions	0.00	0.00	0.00	0.00	0.00	0.00
6. TOTAL, HIGH SCHOOL	15,419.92	15,314.56	15,490.67	15,425.58	15,423.21	15,420.75
COUNTY SUPPLEMENT						
7. County Community Schools (EC 1982[a])						
a. Elementary	123.79	114.35	123.79	123.79	123.79	123.79
b. High School	325.47	275.54	325.47	325.47	325.47	325.47
8. Special Education						
a. Special Day Class - Elementary	51.36	51.85	51.36	51.36	51.36	51.36
b. Special Day Class - High School	49.19	48.98	49.19	49.19	49.19	49.19
c. Nonpublic, Nonsectarian Schools - Elementary						
d. Nonpublic, Nonsectarian Schools - High School						
e. Nonpublic, Nonsectarian Schools - Licensed Children's Institutions - Elementary						
f. Nonpublic, Nonsectarian Schools - Licensed Children's Institutions - High School						
9. TOTAL, ADA REPORTED BY COUNTY OFFICES	549.81	490.72	549.81	549.81	549.81	549.81
10. TOTAL, K-12 ADA (sum lines 3, 6, and 9)	49,266.61	49,101.67	49,564.42	49,272.27	49,269.41	49,168.40
11. ADA for Necessary Small Schools also included in lines 3 and 6.						
12. REGIONAL OCCUPATIONAL CENTERS & PROGRAMS*						

Description	2011-12 Unaudited Actuals			2012-13 Budget		
	P-2 ADA	Annual ADA	Revenue Limit ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Revenue Limit ADA
CLASSES FOR ADULTS						
13. Concurrently Enrolled Secondary Students*						
14. Adults Enrolled, State Apportioned*						
15. Students 21 Years or Older and Students 19 or Older Not Continuously Enrolled Since Their 18th Birthday, Participating in Full-Time Independent Study*						
16. TOTAL, CLASSES FOR ADULTS (sum lines 13 through 15)						
17. Adults in Correctional Facilities						
18. TOTAL, ADA (sum lines 10, 12, 16, and 17)	49,266.61	49,101.67	49,564.42	49,272.27	49,269.41	49,168.40
SUPPLEMENTAL INSTRUCTIONAL HOURS						
19. ELEMENTARY*						
20. HIGH SCHOOL*						
21. TOTAL, SUPPLEMENTAL INSTRUCTIONAL HOURS (sum lines 19 and 20)						
COMMUNITY DAY SCHOOLS - Additional Funds						
22. ELEMENTARY						
a. 5th & 6th Hour (ADA) - Mandatory Expelled Pupils only						
b. 7th & 8th Hour Pupil Hours (Hours)*						
23. HIGH SCHOOL						
a. 5th & 6th Hour (ADA) - Mandatory Expelled Pupils only						
b. 7th & 8th Hour Pupil Hours (Hours)*						
CHARTER SCHOOLS						
24. Charter ADA Funded Through the Block Grant						
a. Charters Sponsored by Unified Districts - Resident (EC 47660) (applicable only for unified districts with Charter School General Purpose Block Grant Offset recorded on line 30 in Form RL)						
b. All Other Block Grant Funded Charters	2,672.04	2,626.84	2,672.04	3,317.01	3,317.01	3,317.01
25. Charter ADA Funded Through the Revenue Limit						
26. TOTAL, CHARTER SCHOOLS ADA (sum lines 24a, 24b, and 25)	2,672.04	2,626.84	2,672.04	3,317.01	3,317.01	3,317.01
27. SUPPLEMENTAL INSTRUCTIONAL HOURS*						
BASIC AID "CHOICE"/COURT ORDERED VOLUNTARY PUPIL TRANSFER						
28. Regular Elementary and High School ADA (SB 937)						

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

Following is a summary of the critical data elements contained in your unaudited actual data. Since these data may have fiscal implications for your agency, please verify their accuracy before filing your unaudited actual financial reports.

Form	Description	Value
CEA	Percent of Current Cost of Education Expended for Classroom Compensation Must equal or exceed 60% for elementary, 55% for unified, and 50% for high school districts or future apportionments may be affected. (EC 41372)	68.73%
	CEA Deficiency Amount Applicable to districts not exempt from the requirement and not meeting the minimum classroom compensation percentage - see Form CEA for further details.	$0.00
CORR	Total Cost for Adults in Correctional Facilities If the amount received for this program exceeds actual costs, the next apportionment is subject to reduction (EC 1909, 41841.5, and the Budget Act).	
GANN	Adjustments to Appropriations Limit Per Government Code Section 7902.1 If this amount is not zero, it represents an increase to your appropriations limit. The Department of Finance must be notified of increases within 45 days of budget adoption.	$0.00
	Adjusted Appropriations Limit	$272,278,973.54
	Appropriations Subject to Limit These amounts represent the board approved Appropriations Limit and Appropriations Subject to Limit pursuant to Government Code Section 7906 and EC 42132.	$268,861,624.60
ICR	Preliminary Proposed Indirect Cost Rate Fixed-with-carry-forward indirect cost rate for use in 2013-14, subject to CDE approval.	4.38%
NCMOE	No Child Left Behind (NCLB) Maintenance of Effort (MOE) Determination If MOE Not Met, the 2013-14 apportionment may be reduced by the lesser of the following two percentages: MOE Deficiency Percentage - Based on Total Expenditures MOE Deficiency Percentage - Based on Expenditures Per ADA	MOE Met
TRAN	Approved Transportation Expense - Home-to-School	$2,456,150.15
	Approved Transportation Expense - SD/OI For each of these programs, if the amount received exceeds actual costs, the next apportionment is subject to reduction (EC 41851.5[c]).	$7,145,008.93

UNAUDITED ACTUAL FINANCIAL REPORT:

To the County Superintendent of Schools:

2011-12 UNAUDITED ACTUAL FINANCIAL REPORT. This report was prepared in accordance with Education Code Section 41010 and is hereby approved and filed by the governing board of the school district pursuant to Education Code Section 42100.

Signed _____ Date of Meeting: Sep 10, 2012
Clerk/Secretary of the Governing Board
(Original signature required)

To the Superintendent of Public Instruction:

2011-12 UNAUDITED ACTUAL FINANCIAL REPORT. This report has been verified for accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100.

Signed _____ Date: _____
County Superintendent/Designee
(Original signature required)

For additional information on the unaudited actual reports, please contact:

For County Office of Education:	For School District:
Darren Dang	Philippa Geiger
Name	Name
Director, Business Services	Executive Director, Fiscal Serv
Title	Title
(714) 966 4176	(949) 234 9316
Telephone	Telephone
ddang@ocde.us	pkgeiger@capousd.org
E-mail Address	E-mail Address

SELECTION OF BUDGET ADOPTION CYCLE:

Pursuant to Education Code Section 42127(i), this school district elects to use the following budget adoption cycle for the 2013-14 budget year:

(S) Budget Adoption Cycle ('D' for Dual or 'S' for Single)

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	192,443,756.41	301	0.00	303	192,443,756.41	305	4,691,939.06		307	187,751,817.35	309
2000 - Classified Salaries	57,023,017.00	311	0.00	313	57,023,017.00	315	6,071,270.01		317	50,951,746.99	319
3000 - Employee Benefits (Excluding 3800)	78,566,739.47	321	673,942.50	323	77,892,796.97	325	3,228,961.80		327	74,663,835.17	329
4000 - Books, Supplies Equip Replace. (6500)	8,949,610.37	331	8,741.92	333	8,940,868.45	335	3,174,601.86		337	5,766,266.59	339
5000 - Services. . . & 7300 - Indirect Costs	27,547,820.47	341	66,724.98	343	27,481,095.49	345	4,994,055.50		347	22,487,039.99	349
				TOTAL	363,781,534.32	365			TOTAL	341,620,706.09	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program no incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object		EDP No.
1. Teacher Salaries as Per EC 41011	1100	167,482,596.38	375
2. Salaries of Instructional Aides Per EC 41011	2100	13,580,549.56	380
3. STRS	3101 & 3102	13,768,709.09	382
4. PERS	3201 & 3202	1,110,148.25	383
5. OASDI - Regular, Medicare and Alternative	3301 & 3302	3,196,763.90	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans)	3401 & 3402	28,271,909.19	385
7. Unemployment Insurance	3501 & 3502	2,948,520.29	390
8. Workers' Compensation Insurance	3601 & 3602	3,672,889.12	392
9. OPEB, Active Employees (EC 41372)	3751 & 3752	778,047.07	
10. Other Benefits (EC 22310)	3901 & 3902	18,508.52	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10)		234,828,641.37	395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2		0.00	
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted)		39,118.39	396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*			396
14. TOTAL SALARIES AND BENEFITS		234,789,522.98	397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372		68.73%	
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')			

PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under th provisions of EC 41374.

1.	Minimum percentage required (60% elementary, 55% unified, 50% high)	55.00%
2.	Percentage spent by this district (Part II, Line 15)	68.73%
3.	Percentage below the minimum (Part III, Line 1 minus Line 2)	0.00%
4.	District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369)	341,620,706.09
5.	Deficiency Amount (Part III, Line 3 times Line 4)	0.00

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30	Amounts Due Within One Year
Governmental Activities:							
General Obligation Bonds Payable	56,965,592.00	(221,875.00)	56,743,717.00	1,092,872.00	2,940,000.00	54,896,589.00	3,175,000.00
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable	23,855,000.00		23,855,000.00		1,010,000.00	22,845,000.00	1,060,000.00
Capital Leases Payable	2,926,670.00	(1.00)	2,926,669.00	3,913,660.00	1,997,175.00	4,843,154.00	1,279,666.00
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt	8,449,038.00	596,754.00	9,045,792.00	87,396.37	156,304.53	8,976,883.84	
Net OPEB Obligation	14,788,383.00	978,367.00	15,766,750.00	5,941,625.00	2,313,491.00	19,394,884.00	
Compensated Absences Payable	3,463,649.00		3,463,649.00		236,807.00	3,226,842.00	
Governmental activities long-term liabilities	110,448,332.00	1,353,245.00	111,801,577.00	11,035,553.37	8,653,777.53	114,183,352.84	5,514,666.00
Business-Type Activities:							
General Obligation Bonds Payable			0.00			0.00	
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Capital Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt			0.00			0.00	
Net OPEB Obligation			0.00			0.00	
Compensated Absences Payable			0.00			0.00	
Business-type activities long-term liabilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Part I - General Administrative Share of Plant Services Costs

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

A. Salaries and Benefits - Other General Administration and Centralized Data Processing

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702) (Functions 7200-7700, goals 0000 and 9000) — 8,148,135.79
2. Contracted general administrative positions not paid through payroll
   a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800. — 88,130.33
   b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.

Budget/accounting services provided through Vavrinek Trine Day.

B. Salaries and Benefits - All Other Activities

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702) (Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000) — 319,781,738.96

C. Percentage of Plant Services Costs Attributable to General Administration

(Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6) — 2.58%

Part II - Adjustments for Employment Separation Costs

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

A. Normal Separation Costs (optional)

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. Retain supporting documentation. — 0.00

B. Abnormal or Mass Separation Costs (required)

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero. — 0.00

Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)

A.	**Indirect Costs**	
1.	Other General Administration, less portion charged to restricted resources or specific goals (Functions 7200-7600, objects 1000-5999, minus Line B9)	9,500,607.10
2.	Centralized Data Processing, less portion charged to restricted resources or specific goals (Function 7700, objects 1000-5999, minus Line B10)	3,997,843.28
3.	External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000-5999)	65,500.00
4.	Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000-5999)	315,241.29
5.	Plant Maintenance and Operations (portion relating to general administrative offices only) (Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	783,694.13
6.	Facilities Rents and Leases (portion relating to general administrative offices only) (Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	0.00
7.	Adjustment for Employment Separation Costs	
	a. Plus: Normal Separation Costs (Part II, Line A)	0.00
	b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8.	Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	14,662,885.80
9.	Carry-Forward Adjustment (Part IV, Line F)	1,359,774.20
10.	Total Adjusted Indirect Costs (Line A8 plus Line A9)	16,022,660.00
B.	**Base Costs**	
1.	Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	248,422,659.98
2.	Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	37,530,889.18
3.	Pupil Services (Functions 3000-3999, objects 1000-5999 except 5100)	28,005,220.00
4.	Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	3,178,205.57
5.	Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	(1,268.48)
6.	Enterprise (Function 6000, objects 1000-5999 except 5100)	0.00
7.	Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	1,261,280.44
8.	External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000-5999, minus Part III, Line A3)	0.00
9.	Other General Administration (portion charged to restricted resources or specific goals only) (Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	0.00
10.	Centralized Data Processing (portion charged to restricted resources or specific goals only) (Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	178,859.68
11.	Plant Maintenance and Operations (all except portion relating to general administrative offices) (Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	29,592,047.26
12.	Facilities Rents and Leases (all except portion relating to general administrative offices) (Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	0.00
13.	Adjustment for Employment Separation Costs	
	a. Less: Normal Separation Costs (Part II, Line A)	0.00
	b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14.	Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	3,562,591.79
15.	Child Development (Fund 12, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	4,900,271.64
16.	Cafeteria (Funds 13 and 61, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	9,475,392.48
17.	Foundation (Funds 19 and 57, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
18.	Total Base Costs (Lines B1 through B12 and Lines B13b through B17, minus Line B13a)	366,106,149.54
C.	**Straight Indirect Cost Percentage Before Carry-Forward Adjustment (For information only - not for use when claiming/recovering indirect costs)** (Line A8 divided by Line B18)	4.01%
D.	**Preliminary Proposed Indirect Cost Rate (For final approved fixed-with-carry-forward rate for use in 2013-14 see www.cde.ca.gov/fg/ac/ic)** (Line A10 divided by Line B18)	4.38%

Part IV - Carry-forward Adjustment

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

A.	**Indirect costs incurred in the current year (Part III, Line A8)**	14,662,885.80
B.	**Carry-forward adjustment from prior year(s)**	
	1. Carry-forward adjustment from the second prior year	(233,122.06)
	2. Carry-forward adjustment amount deferred from prior year(s), if any	0.00
C.	**Carry-forward adjustment for under- or over-recovery in the current year**	
	1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (3.57%) times Part III, Line B18); zero if negative	1,359,774.20
	2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (3.57%) times Part III, Line B18) or (the highest rate used to recover costs from any program (3.57%) times Part III, Line B18); zero if positive	0.00
D.	**Preliminary carry-forward adjustment (Line C1 or C2)**	1,359,774.20

E. Optional allocation of negative carry-forward adjustment over more than one year

Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.

Option 1.	Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	not applicable
Option 2.	Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	not applicable
Option 3.	Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	not applicable
	LEA request for Option 1, Option 2, or Option 3	1
F.	**Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)**	1,359,774.20

Approved indirect cost rate: 3.57%
Highest rate used in any program: 3.57%

Fund	Resource	Eligible Expenditures (Objects 1000-5999 except Object 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used
01	3010	4,398,583.13	157,029.42	3.57%
01	3011	212,318.86	3,447.00	1.62%
01	3031	105,674.88	3,697.51	3.50%
01	3200	2,237,127.55	79,865.45	3.57%
01	3310	7,549,282.00	269,509.00	3.57%
01	3311	139,713.00	4,987.00	3.57%
01	3313	456,453.94	15,992.21	3.50%
01	3315	5,444,561.34	194,370.83	3.57%
01	3319	39,772.00	1,419.28	3.57%
01	3320	1,434,566.07	51,214.00	3.57%
01	3324	135,817.09	391.29	0.29%
01	3327	64,406.36	2,298.53	3.57%
01	3345	2,922.67	104.33	3.57%
01	3385	260,206.95	9,289.38	3.57%
01	3410	663,612.02	23,690.95	3.57%
01	3555	178,878.00	6,385.00	3.57%
01	4035	900,320.80	27,573.12	3.06%
01	4045	8,959.57	319.87	3.57%
01	4047	30,376.56	1,085.49	3.57%
01	4048	207,393.25	7,404.00	3.57%
01	4203	779,652.00	15,593.00	2.00%
01	4510	54,078.40	1,922.60	3.56%
01	5630	61,439.00	2,193.00	3.57%
01	5640	669,921.94	23,916.20	3.57%
01	5810	12,343.78	292.35	2.37%
01	6010	183,095.59	5,721.27	3.12%
01	6500	44,752,832.55	1,597,644.00	3.57%
01	6510	412,287.72	14,718.67	3.57%
01	6512	435,648.14	15,552.63	3.57%
01	6520	314,367.09	11,222.91	3.57%
01	6530	11,478.37	382.63	3.33%
01	6535	17,115.00	611.00	3.57%
01	7090	4,081,425.82	122,442.77	3.00%
01	7230	2,477,240.64	88,436.94	3.57%
01	7240	6,755,061.21	241,155.00	3.57%
01	7400	360,583.33	12,872.82	3.57%
01	9010	396,038.93	4,586.66	1.16%
12	5025	101,660.00	3,629.00	3.57%
12	6105	2,200,729.01	78,566.02	3.57%
12	9010	2,597,882.63	91,267.72	3.51%
13	5310	9,475,392.48	329,676.86	3.48%

Fund	Resource	Eligible Expenditures (Objects 1000-5999 except Object 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR					
1. Adjusted Beginning Fund Balance	9791-9795	0.00		40,526.68	40,526.68
2. State Lottery Revenue	8560	6,578,886.55		1,541,617.84	8,120,504.39
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
4. Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
5. Contributions from Unrestricted Resources (Total must be zero)	8980	0.00			0.00
6. Total Available (Sum Lines A1 through A5)		6,578,886.55	0.00	1,582,144.52	8,161,031.07
B. EXPENDITURES AND OTHER FINANCING USES					
1. Certificated Salaries	1000-1999	4,432,171.46			4,432,171.46
2. Classified Salaries	2000-2999	558,040.13			558,040.13
3. Employee Benefits	3000-3999	728,195.28			728,195.28
4. Books and Supplies	4000-4999	134,419.22		1,488,303.78	1,622,723.00
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	599,761.77			599,761.77
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800				
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800			64,175.00	64,175.00
6. Capital Outlay	6000-6999	0.00			0.00
7. Tuition	7100-7199	0.00			0.00
8. Interagency Transfers Out					
a. To Other Districts, County Offices, and Charter Schools	7211,7212,7221, 7222,7281,7282	0.00			0.00
b. To JPAs and All Others	7213,7223, 7283,7299	126,298.69		29,665.74	155,964.43
9. Transfers of Indirect Costs	7300-7399				
10. Debt Service	7400-7499	0.00			0.00
11. All Other Financing Uses	7630-7699	0.00			0.00
12. Total Expenditures and Other Financing Uses (Sum Lines B1 through B11)		6,578,886.55	0.00	1,582,144.52	8,161,031.07
C. ENDING BALANCE (Must equal Line A6 minus Line B12)	979Z	0.00	0.00	0.00	0.00

D. COMMENTS:

Line 8b. is the transfer to ROP. Line 5 c. is digital curriculum

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget.

*Pursuant to Government Code Section 8880.4.5(a)2(B) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriaten

Section I - Expenditures	Funds 01, 09, and 62 Goals	Functions	Objects	2011-12 Expenditures
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	377,029,268.01
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3330, 3340, 3355, 3360, 3370, 3375, 3385, and 3405)	All	All	1000-7999	37,584,684.45
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999 except 3801-3802	(1,268.48)
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	459,527.96
3. Debt Service	All	9100	5400-5450, 5800, 7430-7439	2,098,511.08
4. Other Transfers Out	All	9200	7200-7299	3,642,397.57
5. Interfund Transfers Out	All	9300	7600-7629	0.00
6. All Other Financing Uses	All	9100 9200	7699 7651	0.00
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999 except 3801-3802	0.00
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	248,365.00
9. PERS Reduction	All	All	3801-3802	568,996.42
10. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C9, D1, or D2.			
11. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C10)				7,016,529.55
D. Plus additional MOE expenditures:				
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	1000-7143, 7300-7439 minus 8000-8699	0.00
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E. Total expenditures before adjustments (Line A minus lines B and C11, plus lines D1 and D2)				332,428,054.01
F. Charter school expenditure adjustments (From Section V)				0.00
G. Total expenditures subject to MOE (Line E plus Line F)				332,428,054.01

Section II - Expenditures Per ADA	2011-12 Annual ADA/ Exps. Per ADA
A. Average Daily Attendance (Form A, Annual ADA column, lines 3, 6, 26, and 28)	51,237.79
B. Supplemental Instructional Hours converted to ADA (Form A, Annual ADA column, lines 21 and 27 - Currently not collected due to flexibility provisions of SBX3 4 as amended by SB 70)	
C. Total ADA before adjustments (Lines A plus B)	51,237.79
D. Charter school ADA adjustments (From Section V)	0.00
E. Adjusted total ADA (Lines C plus D)	51,237.79
F. Expenditures per ADA (Line I.G divided by Line II.E)	6,487.95

Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)	Total	Per ADA
A. Base expenditures (Preloaded expenditures from prior year official CDE MOE calculation). (Note: If the prior year MOE was not met, CDE has adjusted the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	334,214,137.02	6,780.63
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section VI)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	334,214,137.02	6,780.63
B. Required effort (Line A.2 times 90%)	300,792,723.32	6,102.57
C. Current year expenditures (Line I.G and Line II.F)	332,428,054.01	6,487.95
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Met	
F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under NCLB covered programs in FY 2013-14 may be reduced by the lower of the two percentages)	0.00%	0.00%

Section IV - ARRA State Fiscal Stabilization Fund (SFSF) Expenditures and/or Education Jobs Fund Expenditures to Meet MOE Requirement (If both amounts in Line D of Section III are positive)

SFSF Expenditures (Resource 3200)/Education Jobs Fund Expenditures (Resource 3205)	Funds 01, 09, and 62 Goals	Functions	Objects	2011-12 Expenditures
A. Expenditures available to apply to deficiency:				
1. All Resource 3200 and/or Resource 3205 Expenditures	All	All	1000-7999	12,164,914.00
2. Less state and local expenditures not allowed for MOE:				
a. Community Services	All	5000-5999	1000-7999 except 3801-3802	0.00
b. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	0.00
c. Debt Service	All	9100	5400-5450, 5800, 7430-7439	0.00
d. Other Transfers Out	All	9200	7200-7299	0.00
e. Interfund Transfers Out	All	9300	7600-7629	0.00
f. All Other Financing Uses	All	9100 9200	7699 7651	0.00
g. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999 except 3801-3802	0.00
h. PERS Reduction	All	All	3801-3802	1,299.72
i. Supplemental expenditures made as a result of a Presidentially declared disaster.	Manually entered. Must not include expenditures previously included.			
j. Total state and local expenditures not allowed for MOE calculation (Sum lines A2a through A2i)				1,299.72
3. Plus additional MOE expenditures:				
a. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures previously included.			
4. Total SFSF/Education Jobs Fund expenditures available to apply to deficiency (Line IV.A1 minus Line IV.A2j plus Line IV.A3a)				12,163,614.28

Section IV - ARRA State Fiscal Stabilization Fund (SFSF) Expenditures and/or Education Jobs Fund Expenditures to Meet MOE Requirement (If both amounts in Line D of Section III are positive) (continued)

Aggregate Expenditures/Per ADA Expenditures	Total	Per ADA
B. MOE deficiency amount if MOE not met Col 1 (Line III.D) and Col 2 (Line III.D x Line II.E)	0.00	0.00
C. SFSF/Education Jobs Fund expenditures applied (Using lowest amount needed) (Lowest amount in Line IV.B, up to amount available in Line IV.A4)	0.00	0.00
D. Total expenditures, with adjustments, Col 1 (Line I.G plus Line IV.C)	332,428,054.01	
E. Total expenditures per ADA, with adjustments, Col 2 (Col 1 Line IV.D divided by Line II.E)		6,487.95
F. Adjusted MOE expenditures deficiency amount, Col 1 (Line IV.B minus Line IV.C)	0.00	
G. Adjusted MOE per pupil expenditure deficiency amount, Col 2 (Line III.B minus IV.E) (If negative, then zero)		0.00
H. MOE determination with SFSF/Education Jobs Fund expenditure adjustment. (If both amounts in lines F and G are positive, MOE not met. If either column in Line IV.F or IV.G equals zero, MOE requirement has been met)	MOE Met	
I. MOE adjusted deficiency percentage, if MOE not met; otherwise zero. Col 1 (Line IV.F divided by Line III.B) and Col 2 (Line IV.G divided by Line III.B) (Funding under NCLB covered programs in FY 2013-14 may be reduced by the lower of the two percentages)	0.00%	0.00%

SECTION V - Detail of Charter School Adjustments (used in Section I, Line F and Section II, Line D)

Charter School Name/Reason for Adjustment	Expenditure Adjustment	ADA Adjustment
Total charter school adjustments	0.00	0.00

SECTION VI - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)

Description of Adjustments	Total Expenditures	Expenditures Per ADA
Total adjustments to base expenditures	0.00	0.00

Capistrano Unified
Orange County

Unaudited Actuals
2011-12
General Fund and Charter Schools Funds
Program Cost Report

30 66464 0000000
Form PCR

Goal	Program/Activity	Direct Costs: Direct Charged (Schedule DCC) Column 1	Direct Costs: Allocated (Schedule AC) Column 2	Direct Costs: Subtotal (col. 1 + 2) Column 3	Central Admin Costs (col. 3 x Sch. CAC line E) Column 4	Other Costs (Schedule OC) Column 5	Total Costs by Program (col. 3 + 4 + 5) Column 6
Instructional Goals							
0001	Pre-Kindergarten	100,186.40	0.00	100,186.40	4,245.74		104,432.14
1110	Regular Education, K–12	203,897,501.81	55,578,876.68	259,476,378.49	10,996,205.84		270,472,584.33
3100	Alternative Schools	0.00	0.00	0.00	0.00		0.00
3200	Continuation Schools	1,695,510.56	359,208.05	2,054,718.61	87,075.78		2,141,794.39
3300	Independent Study Centers	1,613,079.82	413,221.37	2,026,301.19	85,871.50		2,112,172.69
3400	Opportunity Schools	0.00	0.00	0.00	0.00		0.00
3550	Community Day Schools	453,697.01	116,874.85	570,571.86	24,179.95		594,751.81
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00		0.00
3800	Vocational Education	178,404.00	0.00	178,404.00	7,560.48		185,964.48
4110	Regular Education, Adult	0.00	0.00	0.00	0.00		0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00		0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00		0.00
4630	Adult Vocational Education	0.00	0.00	0.00	0.00		0.00
4760	Bilingual	4,690,783.85	24,796.59	4,715,580.44	199,838.97		4,915,419.41
4850	Migrant Education	0.00	0.00	0.00	0.00		0.00
5000-5999	Special Education	72,696,414.94	8,561,139.10	81,257,554.04	3,443,568.91		84,701,122.95
6000	Regional Occupational Ctr/Prg (ROC/P)	0.00	0.00	0.00	0.00		0.00
Other Goals							
7110	Nonagency - Educational	65,848.38	0.00	65,848.38	2,790.55		68,638.93
7150	Nonagency - Other	0.00	0.00	0.00	0.00		0.00
8100	Community Services	(1,268.48)	0.00	(1,268.48)	(53.76)		(1,322.24)
8500	Child Care and Development Services	34,572.46	0.00	34,572.46	1,465.13		36,037.59
Other Costs							
----	Food Services					0.00	0.00
----	Enterprise					0.00	0.00
----	Facilities Acquisition & Construction					78,204.79	78,204.79
----	Other Outgo					11,468,491.96	11,468,491.96
Other Funds ----	Adult Education, Child Development, Cafeteria, Foundation ([Column 3 + CAC, line C5] times CAC, line E)		0.00	0.00	760,195.42		760,195.42
----	Indirect Cost Transfers to Other Funds (Net of Funds 01, 09, 62, Function 7210, Object 7350)				(609,220.65)		(609,220.65)
----	**Total General Fund and Charter Schools Funds Expenditures**	285,424,730.75	65,054,116.64	350,478,847.39	15,003,723.86	11,546,696.75	377,029,268.00

Unaudited Actuals
2011-12
General Fund and Charter Schools Funds
Program Cost Report
Schedule of Direct Charged Costs (DCC)

Goal	Type of Program	Instruction (Functions 1000-1999)	Instructional Supervision and Administration (Functions 2100-2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3110-3160 and 3900)	Pupil Transportation (Function 3600)	Ancillary Services (Functions 4000-4999)	Community Services (Functions 5000-5999)	General Administration (Functions 7000-7999, except 7210)*	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	Total
Instructional Goals													
0001	Pre-Kindergarten	7,829.13	620.36	0.00	0.00	91,736.91	0.00	0.00			0.00	0.00	100,186.40
1110	Regular Education, K-12	193,379,672.20	915,236.42	502,357.53	18,709.49	3,459,804.60	2,443,022.11	3,178,205.57			493.89	0.00	203,897,501.81
3100	Alternative Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3200	Continuation Schools	1,287,176.86	0.00	37,970.49	286,979.01	83,384.20	0.00	0.00			0.00	0.00	1,695,510.56
3300	Independent Study Centers	1,561,720.06	9,970.68	0.00	32,435.88	8,953.20	0.00	0.00			0.00	0.00	1,613,079.82
3400	Opportunity Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3550	Community Day Schools	453,697.01	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	453,697.01
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3800	Vocational Education	130,601.06	47,802.94	0.00	0.00	0.00	0.00	0.00			0.00	0.00	178,404.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4630	Adult Vocational Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4760	Bilingual	2,424,506.60	2,182,412.31	7,516.01	11,559.10	62,948.90	1,840.93	0.00			0.00	0.00	4,690,783.85
4850	Migrant Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
5000-5999	Special Education	51,192,488.73	3,991,186.91	0.00	891,555.69	9,850,420.56	6,766,852.05	0.00			3,911.00	0.00	72,696,414.94
6000	ROC/P	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
Other Goals													
7110	Nonagency - Educational	65,848.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65,848.38
7150	Nonagency - Other	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
8100	Community Services		0.00	0.00	0.00	0.00	0.00		(1,268.48)	0.00	0.00	0.00	(1,268.48)
8500	Child Care and Development Services	34,572.46	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	34,572.46
Total Direct Charged Costs		250,538,112.49	7,147,229.62	547,844.03	1,241,239.17	13,557,248.37	9,211,715.09	3,178,205.57	(1,268.48)	0.00	4,404.89	0.00	285,424,730.75

* Functions 7100-7199 for goals 8100 and 8500

Unaudited Actuals
2011-12
General Fund and Charter Schools Funds
Program Cost Report
Schedule of Allocated Support Costs (AC)

Goal	Type of Program	Allocated Support Costs (Based on factors input on Form PCRAF)			Total
		Full-Time Equivalents	Classroom Units	Pupils Transported	
Instructional Goals					
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00
1110	Regular Education, K–12	29,234,435.89	26,344,440.79	0.00	55,578,876.68
3100	Alternative Schools	0.00	0.00	0.00	0.00
3200	Continuation Schools	204,695.20	154,512.85	0.00	359,208.05
3300	Independent Study Centers	227,805.95	185,415.42	0.00	413,221.37
3400	Opportunity Schools	0.00	0.00	0.00	0.00
3550	Community Day Schools	39,618.43	77,256.42	0.00	116,874.85
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00
3800	Vocational Education	0.00	0.00	0.00	0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00
4630	Adult Vocational Education	0.00	0.00	0.00	0.00
4760	Bilingual	24,796.59	0.00	0.00	24,796.59
4850	Migrant Education	0.00	0.00	0.00	0.00
5000-5999	Special Education (allocated to 5001)	4,852,830.72	3,708,308.38	0.00	8,561,139.10
6000	ROC/P	0.00	0.00	0.00	0.00
Other Goals					
7110	Nonagency - Educationa	0.00	0.00	0.00	0.00
7150	Nonagency - Other	0.00	0.00	0.00	0.00
8100	Community Services	0.00	0.00	0.00	0.00
8500	Child Care and Development Svcs	0.00	0.00	0.00	0.00
Other Funds					
- -	Adult Education (Fund 11)		0.00		0.00
- -	Child Development (Fund 12)	0.00	0.00	0.00	0.00
- -	Cafeteria (Funds 13 and 61)		0.00		0.00
Total Allocated Support Costs		34,584,182.78	30,469,933.86	0.00	65,054,116.64

A.	**Central Administration Costs in General Fund and Charter Schools Funds**	
1	Board and Superintendent (Funds 01, 09, and 62, Functions 7100-7180, Goals 0000-6999 and 9000, Objects 1000-7999)	1,576,521.73
2	External Financial Audits (Funds 01, 09, and 62, Functions 7190-7191, Goals 0000-6999 and 9000, Objects 1000-7999)	65,500.00
3	Other General Administration (Funds 01, 09, and 62, Functions 7200-7600 except 7210, Goal 0000, Objects 1000-7999)	9,592,196.70
4	Centralized Data Processing (Funds 01, 09, and 62, Function 7700, Goal 0000, Objects 1000-7999)	4,378,726.09
5	Total Central Administration Costs in General Fund and Charter Schools Fund	15,612,944.52
B.	**Direct Charged and Allocated Costs in General Fund and Charter Schools Funds**	
1	Total Direct Charged Costs (from Form PCR, Column 1, Total)	285,424,730.75
2	Total Allocated Costs (from Form PCR, Column 2, Total)	65,054,116.64
3	Total Direct Charged and Allocated Costs in General Fund and Charter Schools Funds	350,478,847.39
C.	**Direct Charged Costs in Other Funds**	
1	Adult Education (Fund 11, Objects 1000-5999, except 5100)	3,562,591.79
2	Child Development (Fund 12, Objects 1000-5999, except 5100)	4,900,271.64
3	Cafeteria (Funds 13 & 61, Objects 1000-5999, except 5100)	9,475,392.48
4	Foundation (Funds 19 & 57, Objects 1000-5999, except 5100)	0.00
5	Total Direct Charged Costs in Other Funds	17,938,255.91
D.	**Total Direct Charged and Allocated Costs (B3 + C5)**	368,417,103.30
E.	**Ratio of Central Administration Costs to Direct Charged and Allocated Costs (A5/D)**	4.24%

Unaudited Actuals
2011-12
General Fund and Charter Schools Funds
Program Cost Report
Schedule of Other Costs (OC)

Type of Activity	Food Services (Function 3700)	Enterprise (Function 6000)	Facilities Acquisition & Construction (Function 8500)	Other Outgo (Functions 9000-9999)	Total
Food Services (Objects 1000-5999, 6400, and 6500)	0.00				0.00
Enterprise (Objects 1000-5999, 6400, and 6500)		0.00			0.00
Facilities Acquisition & Construction (Objects 1000-6500)			78,204.79		78,204.79
Other Outgo (Objects 1000-7999)				11,468,491.96	11,468,491.96
Total Other Costs	0.00	0.00	78,204.79	11,468,491.96	11,546,696.75

Unaudited Actuals
2011-12
General Fund and Charter Schools Funds
Program Cost Report
Schedule of Allocation Factors (AF) for Support Costs

		Teacher Full-Time Equivalents				Classroom Units		Pupils Transported
		Instructional Supervision and Administration (Functions 2100-2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3100-3199 & 3900)	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	Pupil Transportation (Function 3600)
A. Amount of Undistributed Expenditures, Funds 01, 09, and 62, Goals 0000 and 9000 (will be allocated based on factors input)		2,680,924.41	1,464,992.63	24,458,659.32	5,979,606.42	30,469,933.86	0.00	0.00
B. Enter Allocation Factor(s) by Goal: (Note: Allocation factors are only needed for a column if there are undistributed expenditures in line A.)		FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	CU Factor(s)	CU Factor(s)	PT Factor(s)
Instructional Goals	**Description**							
0001	Pre-Kindergarten							
1110	Regular Education, K-12	1,770.96	1,770.96	1,770.96	1,770.96	1,705.00		2,680.00
3100	Alternative Schools							
3200	Continuation Schools	12.40	12.40	12.40	12.40	10.00		
3300	Independent Study Centers	13.80	13.80	13.80	13.80	12.00		
3400	Opportunity Schools							
3550	Community Day Schools	2.40	2.40	2.40	2.40	5.00		
3700	Specialized Secondary Programs							
3800	Vocational Education							
4110	Regular Education, Adult							
4610	Adult Independent Study Centers							
4620	Adult Correctional Education							
4630	Adult Vocational Education							
4760	Bilingual	16.80						
4850	Migrant Education							
5000-5999	Special Education (allocated to 5001)		322.84	322.84	322.84	240.00		730.00
6000	ROC/P							
Other Goals	**Description**							
7110	Nonagency - Educational							
7150	Nonagency - Other							
8100	Community Services							
8500	Child Care and Development Services							
Other Funds	**Description**							
--	Adult Education (Fund 11)							
--	Child Development (Fund 12)							
--	Cafeteria (Funds 13 & 61)							
C. Total Allocation Factors		1,816.36	2,122.40	2,122.40	2,122.40	1,972.00	0.00	3,410.00

Description	Principal Appt. Software Data ID	2011-12 Unaudited Actuals	2012-13 Budget
BASE REVENUE LIMIT PER ADA			
1. Base Revenue Limit per ADA (prior year)	0025	6,349.18	6,492.18
2. Inflation Increase	0041	143.00	212.00
3. All Other Adjustments	0042, 0525	0.00	0.00
4. TOTAL, BASE REVENUE LIMIT PER ADA (Sum Lines 1 through 3)	0024	6,492.18	6,704.18
REVENUE LIMIT SUBJECT TO DEFICIT			
5. Total Base Revenue Limit			
a. Base Revenue Limit per ADA (from Line 4)	0024	6,492.18	6,704.18
b. AB 851 Add-on (Meals, BTS, Special Adjustments)	0719	21.79	22.50
c. Revenue Limit ADA	0033	49,564.42	49,168.40
d. Total Base Revenue Limit (Lines 5a plus 5b, times 5c)	0034, 0724	322,861,144.95	330,740,092.91
6. Allowance for Necessary Small School	0489		
7. Gain or Loss from Interdistrict Attendance Agreements	0272		
8. Meals for Needy Pupils	0090		
9. Special Revenue Limit Adjustments	0274	610,529.00	680,959.74
10. One-time Equalization Adjustments	0275		
11. Miscellaneous Revenue Limit Adjustments	0276, 0659		
12. Less: All Charter District Revenue Limit Adjustment	0217		
13. Beginning Teacher Salary Incentive Funding	0552		
14. Less: Class Size Penalties Adjustment	0173		
15. REVENUE LIMIT SUBJECT TO DEFICIT (Sum Lines 5d through 11, plus Line 13, minus Lines 12 and 14)	0082	323,471,673.95	331,421,052.65
DEFICIT CALCULATION			
16. Deficit Factor	0281	0.79398	0.71186
17. TOTAL DEFICITED REVENUE LIMIT (Line 15 times Line 16)	0284	256,830,039.68	235,925,390.54
OTHER REVENUE LIMIT ITEMS			
18. Unemployment Insurance Revenue	0060	4,125,602.00	2,022,998.00
19. Less: Longer Day/Year Penalty	0287	0.00	0.00
20. Less: Excess ROC/P Reserves Adjustment	0288	0.00	0.00
21. Less: PERS Reduction	0195	639,566.16	422,950.00
22. PERS Safety Adjustment/SFUSD PERS Adjustment	0205, 0654	0.00	0.00
23. TOTAL, OTHER REVENUE LIMIT ITEMS (Sum Lines 18 and 22, minus Lines 19 through 21)	- - -	3,486,035.84	1,600,048.00
24. TOTAL REVENUE LIMIT (Sum Lines 17 and 23)	0088	260,316,075.52	237,525,438.54

Description	Principal Appt. Software Data ID	2011-12 Unaudited Actuals	2012-13 Budget
REVENUE LIMIT - LOCAL SOURCES			
25. Property Taxes	0587	223,471,716.61	223,471,716.61
26. Miscellaneous Funds	0588	0.00	0.00
27. Community Redevelopment Funds	0589, 0721	415,346.85	415,346.85
28. Less: Charter Schools In-lieu Taxes	0595	11,323,931.35	14,123,132.00
29. TOTAL, REVENUE LIMIT - LOCAL SOURCES (Sum Lines 25 through 27, minus Line 28)	0126	212,563,132.11	209,763,931.46
30. Charter School General Purpose Block Grant Offset (Unified Districts Only)	0293	0.00	0.00
31. STATE AID PORTION OF REVENUE LIMIT (Sum Line 24, minus Lines 29 and 30. If negative, then zero)	0111	47,752,943.41	27,761,507.08
OTHER ITEMS			
32. Less: County Office Funds Transfer	0458	2,811,084.00	2,602,645.00
33. Core Academic Program	9001		
34. California High School Exit Exam	9002		
35. Pupil Promotion and Retention Programs (Retained and Recommended for Retention, and Low STAR and At Risk of Retention)	9016, 9017		
36. Apprenticeship Funding	0570		
37. Community Day School Additional Funding	3103, 9007		
38. Basic Aid "Choice"/Court Ordered Voluntary Pupil Transfer	0634, 0629	0.00	0.00
39. Basic Aid Supplement Charter School Adjustment	9018		
40. All Other Adjustments	- - -		
41. TOTAL, OTHER ITEMS (Sum Lines 33 through 40, minus Line 32)	- - -	(2,811,084.00)	(2,602,645.00)
42. TOTAL, STATE AID PORTION OF REVENUE LIMIT (Sum Lines 31 and 41) (This amount should agree with Object 8011)	- - -	44,941,859.41	25,158,862.08
43. Less: Revenue Limit State Apportionment Receipts	- - -		
44. NET ACCRUAL TO STATE AID - REVENUE LIMIT (Line 42 minus Line 43)	- - -	44,941,859.41	

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

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
	UNDUPLICATED PUPIL COUNT									4,816
TOTAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-9999)										
1000-1999	Certificated Salaries	5,185,937.00	0.00	0.00	349,878.96	2,689,948.54	6,069,893.46	14,849,976.99		30,678,315.20
2000-2999	Classified Salaries	4,415,333.95	0.00	0.00	158,763.09	2,285,650.83	8,807,863.60	3,675,590.84		19,343,202.31
3000-3999	Employee Benefits	3,369,327.59	0.00	0.00	152,276.43	1,810,308.42	5,794,935.92	5,072,870.42		16,599,150.06
4000-4999	Books and Supplies	871,779.54	0.00	0.00	6,389.64	33,027.72	183,835.75	189,056.65		1,284,089.30
5000-5999	Services and Other Operating Expenditures	1,625,189.84	0.00	0.00	34,142.85	224,154.71	4,587,157.32	253,124.88		6,723,769.60
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	142,181.00	0.00	0.00	0.00	0.00	0.00	0.00		142,181.00
	Total Direct Costs	15,609,748.92	0.00	0.00	701,450.97	7,043,090.22	25,443,686.05	24,040,619.78	0.00	74,770,707.47
7310	Transfers of Indirect Costs	2,151,446.88	0.00	0.00	24,008.05	247,499.73	36,236.67	0.00		2,519,086.78
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations	8,561,139.02								8,561,139.02
	Total Indirect Costs and PCR Allocations	10,712,585.90	0.00	0.00	24,008.05	247,499.73	36,236.67	0.00	0.00	11,080,225.80
	TOTAL COSTS	26,322,334.82	0.00	0.00	725,459.02	7,290,589.95	25,479,922.72	24,040,619.78	0.00	85,850,933.27
FEDERAL EXPENDITURES (Funds 01, 09, and 62; resources 3000-5999, except 3330, 3340, 3355, 3360, 3370, 3375, 3385, & 3405)										
1000-1999	Certificated Salaries	870,343.35	0.00	0.00	15,335.49	2,689,948.54	207,807.57	161,732.80		5,477,848.00
2000-2999	Classified Salaries	524,010.53	0.00	0.00	0.00	2,285,650.83	4,652,979.48	268,277.42		7,730,918.26
3000-3999	Employee Benefits	464,466.34	0.00	0.00	2,871.11	1,810,308.42	2,527,322.73	99,550.40		5,303,950.28
4000-4999	Books and Supplies	39,329.87	0.00	0.00	0.00	29,998.58	20,826.26	95,116.17		185,270.88
5000-5999	Services and Other Operating Expenditures	71,987.51	0.00	0.00	0.00	221,234.19	1,099,531.07	292.99		1,393,045.76
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	1,970,137.60	0.00	0.00	18,206.60	7,037,140.56	8,508,467.11	624,969.78	0.00	20,091,033.18
7310	Transfers of Indirect Costs	296,484.25	0.00	0.00	0.00	247,499.73	23,983.30	0.00		627,862.73
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	296,484.25	0.00	0.00	0.00	247,499.73	23,983.30	0.00	0.00	627,862.73
	TOTAL BEFORE OBJECT 8980	2,266,621.85	0.00	0.00	18,206.60	7,284,640.29	8,532,450.41	624,969.78	0.00	20,718,895.91
8980	Less: Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3330, 3340, 3355, 3360, 3370, 3375, & 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)									6,426,555.24
	TOTAL COSTS									14,292,340.67

Unaudited Actuals
Special Education Maintenance of Effort
2011-12 Actual vs. 2010-11 Actual Comparison
2011-12 Expenditures by LEA (LE-CY)

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
STATE AND LOCAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-2999, 3330, 3340, 3355, 3360, 3370, 3375, 3385, 3405, & 6000-9999)										
1000-1999	Certificated Salaries	4,315,593.65	0.00	0.00	334,543.47	0.00	5,862,085.89	14,688,244.19		25,200,467.20
2000-2999	Classified Salaries	3,891,323.42	0.00	0.00	158,763.09	0.00	4,154,884.12	3,407,313.42		11,612,284.05
3000-3999	Employee Benefits	2,904,861.25	0.00	0.00	149,405.32	0.00	3,267,613.19	4,973,320.02		11,295,199.78
4000-4999	Books and Supplies	832,449.67	0.00	0.00	6,389.64	3,029.14	163,009.49	93,940.48		1,098,818.42
5000-5999	Services and Other Operating Expenditures	1,553,202.33	0.00	0.00	34,142.85	2,920.52	3,487,626.25	252,831.89		5,330,723.84
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	142,181.00	0.00	0.00	0.00	0.00	0.00	0.00		142,181.00
	Total Direct Costs	13,639,611.32	0.00	0.00	683,244.37	5,949.66	16,935,218.94	23,415,650.00	0.00	54,679,674.29
7310	Transfers of Indirect Costs	1,854,962.63	0.00	0.00	24,008.05	0.00	12,253.37	0.00		1,891,224.05
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations	8,561,139.02								8,561,139.02
	Total Indirect Costs and PCR Allocations	10,416,101.65	0.00	0.00	24,008.05	0.00	12,253.37	0.00	0.00	10,452,363.07
	TOTAL BEFORE OBJECT 8980	24,055,712.97	0.00	0.00	707,252.42	5,949.66	16,947,472.31	23,415,650.00	0.00	65,132,037.36
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)									6,426,555.24
	TOTAL COSTS									71,558,592.60
LOCAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-1999 & 8000-9999)										
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	0.00	11,633.01	17,500.00		29,133.01
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	0.00	1,648.63	0.00		1,648.63
3000-3999	Employee Benefits	0.00	0.00	0.00	0.00	0.00	32,391.65	2,353.54		34,745.19
4000-4999	Books and Supplies	0.00	0.00	0.00	0.00	0.00	17,200.27	0.00		17,200.27
5000-5999	Services and Other Operating Expenditures	12,269.52	0.00	0.00	0.00	0.00	5,608.75	397.00		18,275.27
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	12,269.52	0.00	0.00	0.00	0.00	68,482.31	20,250.54	0.00	101,002.37
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	647.83	0.00		647.83
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	647.83	0.00	0.00	647.83
	TOTAL BEFORE OBJECTS 8091, 8099, AND 8980	12,269.52	0.00	0.00	0.00	0.00	69,130.14	20,250.54	0.00	101,650.20
8091, 8099	Revenue Limit Transfers to Special Education (All resources except 0000, goals 5000-5999)									5,391,825.91
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)									6,426,555.24
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3330, 3340, 3355, 3360, 3370, 3375, 3385, 3405, 6500, 6510, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500, 6510, & 7240, goals 5000-5999)									28,569,008.92
	TOTAL COSTS									40,489,040.27

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

M353

2010-11 Expenditures	A. State and Local	B. Local Only
1. Enter Total Costs amounts from the 2010-11 Report SEMA, 2010-11 Expenditures by LEA (LE-CY) worksheet, Total Column, for the State and Local Expenditures section and the Local Expenditures section	67,565,528.76	33,351,094.04
2. Enter audit adjustments of 2010-11 special education expenditures from SACS2012ALL data, not included in Line 1 (explain below) (Funds 01, 09, and 62; resources 0000-2999 & 6000-9999; Object 9793)	0.00	0.00
3. Enter restatements of 2011-12 special education beginning fund balances from SACS2012ALL data, not included in Line 1 (explain below) (Funds 01, 09, and 62; resources 0000-2999 & 6000-9999; Object 9795)	0.00	0.00
4. Enter any other adjustments, not included in Line 1 (explain below)	0.00	0.00
5. 2010-11 Expenditures, Adjusted for 2011-12 MOE Calculation (Sum lines 1 through 4)	67,565,528.76	33,351,094.04

C. Unduplicated Pupil Count	
1. Enter the unduplicated pupil count reported in 2010-11 Report SEMA, 2010-11 Expenditures by LEA (LE-CY) worksheet	4,788.00
2. Enter any adjustments not included in Line C1 (explain below)	
3. 2010-11 Unduplicated Pupil Count, Adjusted for 2011-12 MOE Calculation (Line C1 plus Line C2)	4,788.00

SELPA: Capistrano Unified (CO)

This form is used to check maintenance of effort (MOE) for an LEA, whether the LEA is a member of a SELPA or is a single-LEA SELPA. If a member of a SELPA, submit this form together with the 2011-12 Expenditures by LEA (LE-CY) and the 2010-11 Expenditures by LEA (LE-PY) to the SELPA AU. If a single-LEA SELPA, submit the forms to the CDE.

After reviewing all sections of this form, please select which of the following methods your LEA chooses to use to meet the 2011-12 MOE requirement.

If you select the local expenditures only method to meet the MOE requirement, then the level of effort in the local expenditures only method will be the base level of effort the next time you use that method to meet MOE. For example, choosing the local expenditures only method will mean that the dollar amount listed in B2a of Section 3 or B2c of Section 3 will become the base for the next time you use the local expenditures only method to meet the level of effort requirement.

[X] Combined state and local expenditures

[ ] Local expenditures only

SECTION 1 Exempt Reduction Under 34 CFR Section 300.204

If your LEA determines that a reduction in expenditures occurred as a result of one or more of the following conditions, you may calculate a reduction to the required MOE standard. Reductions may apply to local only MOE standard, combined state and local MOE standard, or both.

1. Voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related services personnel.
2. A decrease in the enrollment of children with disabilities.
3. The termination of the obligation of the agency to provide a program of special education to a particular child with a disability that is an exceptionally costly program, as determined by the SEA, because the child
   a. Has left the jurisdiction of the agency;
   b. Has reached the age at which the obligation of the agency to provide free appropriate public education (FAPE) to the child has terminated; or
   c. No longer needs the program of special education.
4. The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities.
5. The assumption of cost by the high cost fund operated by the SEA under 34 CFR Sec. 300.704(c).

List exempt reductions, if any, to be used in the calculation below:	State and Local	Local Only
Total exempt reductions	0.00	0.00

SELPA: Capistrano Unified (CO)

SECTION 2 **Reduction to MOE Requirement Under IDEA, Section 613 (a)(2)(C) (34 CFR Sec. 300.205(d))**

IMPORTANT NOTE: Only LEAs that have a "meets requirement" compliance determination and that are not found significantly disproportionate for the current year are eligible to use this option to reduce their MOE requirement.

Up to 50% of the increase in IDEA Part B Section 611 funding in current year compared with prior year may be used to reduce the required level of state and local expenditures. This option is available only if the LEA used or will use the freed up funds for activities authorized under the Elementary and Secondary Education Act of 1965. Also, the amount of Part B funds used for early intervening services (34 CFR 300.226(a)) will count toward the maximum amount by which the LEA may reduce its MOE requirement under this exception [P.L. 108-446].

		State and Local	Local Only
Current year funding (IDEA Section 611 Local Assistance Grant Awards - Resources 3310 and 3320)			
Less: Prior year's funding (IDEA Section 611 Local Assistance Grant Awards - Resources 3310 and 3320)			
Increase in funding (if difference is positive)	0.00		
Maximum available for MOE reduction (50% of increase in funding)	0.00 (a)		
Current year funding (IDEA Section 619 - Resource 3315)			
Maximum available for early intervening services (EIS) (15% of current year funding - Resources 3310, 3315, and 3320)	0.00 (b)		
If (b) is greater than (a). Enter portion to set aside for EIS (cannot exceed line (b), Maximum available for EIS)	(c)		
Available for MOE reduction. (line (a) minus line (c), zero if negative)	0.00 (d)		
Enter portion used to reduce MOE requirement (cannot exceed line (d), Available for MOE reduction).			

		State and Local	Local Only
If (b) is less than (a). Enter portion used to reduce MOE requirement (first column cannot exceed line (a), Maximum available for MOE reduction, second and third columns cannot exceed (e), Portion used to reduce MOE requirement).	(e)		
Available to set aside for EIS (line (b) minus line (e), zero if negative)	0.00 (f)		

SELPA: Capistrano Unified (CO)

SECTION 3	Column A	Column B	Column C
	Actual Expenditures FY 2011-12 (LE-CY Worksheet)	**Actual Expenditures FY 2010-11 (LE-PY Worksheet)**	**Difference (A - B)**
A. COMBINED STATE AND LOCAL EXPENDITURES METHOD			
1. Total special education expenditures	85,850,933.27		
2. Less: Expenditures paid from federal sources	14,292,340.67		
3. Expenditures paid from state and local sources	71,558,592.60	67,565,528.76	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from state and local sources	71,558,592.60	67,565,528.76	3,993,063.84
4. Special education unduplicated pupil count	4,816	4,788	
5. Per capita state and local expenditures (A3/A4)	14,858.51	14,111.43	747.08

If one or both of the differences in lines A3 and A5, Column C, are positive (current year state and local expenditures, in total or per capita, are greater than prior year's net state and local expenditures), the MOE requirement is met; Part B can still be completed.

If both lines A3 and A5, Column C, are negative, the MOE is not met based on combined state and local expenditures, and Part B must be completed.

SELPA: Capistrano Unified (CO)

B. LOCAL EXPENDITURES ONLY METHOD

If MOE was not met in Part A and this Local Expenditures Only Method applies, complete either B1 or B2, but not both. Complete B1 if the MOE "actual vs. actual" requirement was met last year using local expenditures (whether or not the requirement was also met using combined state and local expenditures); otherwise, complete B2.

Click on the button that applies:	FY 2011-12	FY 2010-11	Difference
☐ 1. Last year's local expenditures met MOE requirement:			
a. Expenditures paid from local sources			
Less: Exempt reduction(s) from SECTION 1			
Less: 50% reduction from SECTION 2			
Net expenditures paid from local sources			
b. Per capita local expenditures (B1a/A4)			

	FY 2011-12	Base FY	Difference
☐ 2. Enter in the second column, Base FY, the special education expenditures paid from local funds and the special education unduplicated pupil count, for the most recent fiscal year when MOE actual vs. actual requirement was met based on local expenditures. Enter the fiscal year in the column heading. If you have not previously used this method to meet the level of effort requirement, the earliest base year that can be used is 2006-07.			
a. Expenditures paid from local sources			
Less: Exempt reduction(s) from SECTION 1			
Less: 50% reduction from SECTION 2			
Net expenditures paid from local sources			
b. Special education unduplicated pupil count			
c. Per capita local expenditures (B2a/B2b)			

If one or both of the differences in Column C for the checked section (B1 or B2) are positive, the MOE requirement is met.

After reviewing all sections of this form, please select which of the above methods your LEA chooses to use to meet the 2011-12 MOE requirement and make the selection on Page 1.

Sara Jocham
Contact Name

949 234 9281
Telephone Number

Assistant Superintendent, SELPA Special Education Operations
Title

srjocham@capousd.org
E-mail Address

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
	UNDUPLICATED PUPIL COUNT									4,816
TOTAL BUDGET (Funds 01, 09, & 62; resources 0000-9999)										
1000-1999	Certificated Salaries	5,220,240.00	0.00	0.00	369,554.00	2,718,184.00	6,397,604.00	14,270,681.00		28,976,263.00
2000-2999	Classified Salaries	4,481,887.00	0.00	0.00	165,810.00	2,345,470.00	8,934,217.00	3,598,666.00		19,526,050.00
3000-3999	Employee Benefits	3,332,607.00	0.00	0.00	169,793.00	1,779,085.00	5,727,806.00	4,970,397.00		15,979,688.00
4000-4999	Books and Supplies	786,876.00	0.00	0.00	14,448.00	34,176.00	221,630.00	108,383.00		1,165,513.00
5000-5999	Services and Other Operating Expenditures	1,764,658.00	0.00	0.00	43,881.00	258,213.00	7,650,673.00	285,135.00		10,002,560.00
6000-6999	Capital Outlay	30,000.00	0.00	0.00	0.00	0.00	0.00	0.00		30,000.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	142,181.00	0.00	0.00	0.00	0.00	0.00	0.00		142,181.00
	Total Direct Costs	15,758,449.00	0.00	0.00	763,486.00	7,135,128.00	28,931,930.00	23,233,262.00	0.00	75,822,255.00
7310	Transfers of Indirect Costs	2,622,961.00	0.00	0.00	32,180.00	307,368.00	44,476.00	0.00		3,006,985.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	2,622,961.00	0.00	0.00	32,180.00	307,368.00	44,476.00	0.00	0.00	3,006,985.00
	TOTAL COSTS	18,381,410.00	0.00	0.00	795,666.00	7,442,496.00	28,976,406.00	23,233,262.00	0.00	78,829,240.00
STATE AND LOCAL BUDGET (Funds 01, 09, & 62; resources 0000-2999, 3330, 3340, 3355, 3360, 3370, 3375, 3385, 3405, & 6000-9999)										
1000-1999	Certificated Salaries	5,056,552.00	0.00	0.00	369,554.00	0.00	6,318,483.00	14,137,537.00		25,882,126.00
2000-2999	Classified Salaries	4,111,494.00	0.00	0.00	165,810.00	0.00	4,112,242.00	3,320,520.00		11,710,066.00
3000-3999	Employee Benefits	3,127,172.00	0.00	0.00	169,793.00	0.00	3,257,654.00	4,881,470.00		11,436,089.00
4000-4999	Books and Supplies	786,876.00	0.00	0.00	14,448.00	0.00	200,642.00	108,383.00		1,110,349.00
5000-5999	Services and Other Operating Expenditures	1,764,658.00	0.00	0.00	43,881.00	2,880.00	6,553,900.00	285,135.00		8,650,454.00
6000-6999	Capital Outlay	30,000.00	0.00	0.00	0.00	0.00	0.00	0.00		30,000.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	142,181.00	0.00	0.00	0.00	0.00	0.00	0.00		142,181.00
	Total Direct Costs	15,018,933.00	0.00	0.00	763,486.00	2,880.00	20,442,921.00	22,733,045.00	0.00	58,961,265.00
7310	Transfers of Indirect Costs	2,292,192.00	0.00	0.00	32,180.00	0.00	13,639.00	0.00		2,338,011.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	2,292,192.00	0.00	0.00	32,180.00	0.00	13,639.00	0.00	0.00	2,338,011.00
	TOTAL BEFORE OBJECT 8980	17,311,125.00	0.00	0.00	795,666.00	2,880.00	20,456,560.00	22,733,045.00	0.00	61,299,276.00
8980	Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3330, 3340, 3355, 3360, 3370, 3375, & 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)									6,749,788.00
	TOTAL COSTS									68,049,064.00

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
LOCAL BUDGET (Funds 01, 09, & 62; resources 0000-1999 & 8000-9999)										
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	0.00	0.00	17,120.00		17,120.00
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
3000-3999	Employee Benefits	0.00	0.00	0.00	0.00	0.00	0.00	2,238.00		2,238.00
4000-4999	Books and Supplies	0.00	0.00	0.00	0.00	0.00	49,449.00	0.00		49,449.00
5000-5999	Services and Other Operating Expenditures	100,000.00	0.00	0.00	0.00	0.00	0.00	0.00		100,000.00
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	100,000.00	0.00	0.00	0.00	0.00	49,449.00	19,358.00	0.00	168,807.00
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECTS 8091, 8099, AND 8980	100,000.00	0.00	0.00	0.00	0.00	49,449.00	19,358.00	0.00	168,807.00
8091, 8099	Revenue Limit Transfers to Special Education (All resources except 0000, goals 5000-5999)									4,992,020.00
8980	Contributions from Unrestricted Revenues to Federal Resources (from State and Local Budget section)									6,749,788.00
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3330, 3340, 3355, 3360, 3370, 3375, 3385, 3405, 6500-6540, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500-6540, & 7240, goals 5000-5999)									31,927,010.00
	TOTAL COSTS									43,837,625.00

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
	UNDUPLICATED PUPIL COUNT									4,816
TOTAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-9999)										
1000-1999	Certificated Salaries	5,185,937.00	0.00	0.00	349,878.96	2,689,948.54	6,069,893.46	14,849,976.99		29,145,634.95
2000-2999	Classified Salaries	4,415,333.95	0.00	0.00	158,763.09	2,285,650.83	8,807,863.60	3,675,590.84		19,343,202.31
3000-3999	Employee Benefits	3,369,327.59	0.00	0.00	152,276.43	1,810,308.42	5,794,935.92	5,072,870.42		16,199,718.78
4000-4999	Books and Supplies	871,779.54	0.00	0.00	6,389.64	33,027.72	183,835.75	189,056.65		1,284,089.30
5000-5999	Services and Other Operating Expenditures	1,625,189.84	0.00	0.00	34,142.85	224,154.71	4,587,157.32	253,124.88		6,723,769.60
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	142,181.00	0.00	0.00	0.00	0.00	0.00	0.00		142,181.00
	Total Direct Costs	15,609,748.92	0.00	0.00	701,450.97	7,043,090.22	25,443,686.05	24,040,619.78	0.00	72,838,595.94
7310	Transfers of Indirect Costs	2,151,446.88	0.00	0.00	24,008.05	247,499.73	36,236.67	0.00		2,459,191.33
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations (non-add)	6,561,139.02								6,561,139.02
	Total Indirect Costs	2,151,446.88	0.00	0.00	24,008.05	247,499.73	36,236.67	0.00	0.00	2,459,191.33
	TOTAL COSTS	17,761,195.80	0.00	0.00	725,459.02	7,290,589.95	25,479,922.72	24,040,619.78	0.00	75,297,787.27
FEDERAL EXPENDITURES (Funds 01, 09, and 62; resources 3000-5999, except 3330, 3340, 3355, 3360, 3370, 3375, 3385, & 3405)										
1000-1999	Certificated Salaries	870,343.35	0.00	0.00	15,335.49	2,689,948.54	207,807.57	161,732.80		3,945,167.75
2000-2999	Classified Salaries	524,010.53	0.00	0.00	0.00	2,285,650.83	4,652,979.48	268,277.42		7,730,918.26
3000-3999	Employee Benefits	464,466.34	0.00	0.00	2,871.11	1,810,308.42	2,527,322.73	99,550.40		4,904,519.00
4000-4999	Books and Supplies	39,329.87	0.00	0.00	0.00	29,998.58	20,826.26	95,116.17		185,270.88
5000-5999	Services and Other Operating Expenditures	71,987.51	0.00	0.00	0.00	221,234.19	1,099,531.07	292.99		1,393,045.76
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	1,970,137.60	0.00	0.00	18,206.60	7,037,140.56	8,508,467.11	624,969.78	0.00	18,158,921.65
7310	Transfers of Indirect Costs	296,484.25	0.00	0.00	0.00	247,499.73	23,983.30	0.00		567,967.28
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	296,484.25	0.00	0.00	0.00	247,499.73	23,983.30	0.00	0.00	567,967.28
	TOTAL BEFORE OBJECT 8980	2,266,621.85	0.00	0.00	18,206.60	7,284,640.29	8,532,450.41	624,969.78	0.00	18,726,888.93
8980	Less: Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3330, 3340, 3355, 3360, 3370, 3375, & 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)									6,426,555.24
	TOTAL COSTS									12,300,333.69

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
STATE AND LOCAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-2999, 3330, 3340, 3355, 3360, 3370, 3375, 3385, 3405, & 6000-9999)										
1000-1999	Certificated Salaries	4,315,593.65	0.00	0.00	334,543.47	0.00	5,862,085.89	14,688,244.19		25,200,467.20
2000-2999	Classified Salaries	3,891,323.42	0.00	0.00	158,763.09	0.00	4,154,884.12	3,407,313.42		11,612,284.05
3000-3999	Employee Benefits	2,904,861.25	0.00	0.00	149,405.32	0.00	3,267,613.19	4,973,320.02		11,295,199.78
4000-4999	Books and Supplies	832,449.67	0.00	0.00	6,389.64	3,029.14	163,009.49	93,940.48		1,098,818.42
5000-5999	Services and Other Operating Expenditures	1,553,202.33	0.00	0.00	34,142.85	2,920.52	3,487,626.25	252,831.89		5,330,723.84
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	142,181.00	0.00	0.00	0.00	0.00	0.00	0.00		142,181.00
	Total Direct Costs	13,639,611.32	0.00	0.00	683,244.37	5,949.66	16,935,218.94	23,415,650.00	0.00	54,679,674.29
7310	Transfers of Indirect Costs	1,854,962.63	0.00	0.00	24,008.05	0.00	12,253.37	0.00		1,891,224.05
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations (non-add)	6,561,139.02								6,561,139.02
	Total Indirect Costs	1,854,962.63	0.00	0.00	24,008.05	0.00	12,253.37	0.00	0.00	1,891,224.05
	TOTAL BEFORE OBJECT 8980	15,494,573.95	0.00	0.00	707,252.42	5,949.66	16,947,472.31	23,415,650.00	0.00	56,570,898.34
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)									6,426,555.24
	TOTAL COSTS									62,997,453.58
LOCAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-1999 & 8000-9999)										
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	0.00	11,633.01	17,500.00		29,133.01
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	0.00	1,648.63	0.00		1,648.63
3000-3999	Employee Benefits	0.00	0.00	0.00	0.00	0.00	32,391.65	2,353.54		34,745.19
4000-4999	Books and Supplies	0.00	0.00	0.00	0.00	0.00	17,200.27	0.00		17,200.27
5000-5999	Services and Other Operating Expenditures	12,269.52	0.00	0.00	0.00	0.00	5,608.75	397.00		18,275.27
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	12,269.52	0.00	0.00	0.00	0.00	68,482.31	20,250.54	0.00	101,002.37
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	647.83	0.00		647.83
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	647.83	0.00	0.00	647.83
	TOTAL BEFORE OBJECTS 8091, 8099, AND 8980	12,269.52	0.00	0.00	0.00	0.00	69,130.14	20,250.54	0.00	101,650.20
8091, 8099	Revenue Limit Transfers to Special Education (All resources except 0000, goals 5000-5999)									5,391,825.91
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)									6,426,555.24
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3330, 3340, 3355, 3360, 3370, 3375, 3385, 3405, 6500, 6510, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500, 6510, & 7240, goals 5000-5999)									28,569,008.92
	TOTAL COSTS									40,489,040.27

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

SELPA: Capistrano Unified (CO)

This form is used to check maintenance of effort (MOE) for an LEA, whether the LEA is a member of a SELPA or is a single-LEA SELPA. If a member of a SELPA, submit this form together with the 2012-13 Budget by LEA (LB-B) and the 2011-12 Expenditures by LEA (LE-B) to the SELPA AU. If a single-LEA SELPA, submit the forms to the CDE.

After reviewing all sections of this form, please select which of the following methods your LEA chooses to use to meet the 2012-13 MOE requirement.

If you select the local expenditures only method to meet the MOE requirement, then the level of effort in the local expenditures only method will be the base level of effort the next time you use that method to meet MOE. For example, choosing the local expenditures only method will mean that the dollar amount listed in B2a of Section 3 or B2c of Section 3 will become the base for the next time you use the local expenditures only method to meet the level of effort requirement.

[X] Combined state and local expenditures

[ ] Local expenditures only

SECTION 1 Exempt Reduction Under 34 CFR Section 300.204

If your LEA determines that a reduction in expenditures occurred as a result of one or more of the following conditions, you may calculate a reduction to the required MOE standard. Reductions may apply to local only MOE standard, combined state and local MOE standard, or both.

1. Voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related services personnel.
2. A decrease in the enrollment of children with disabilities.
3. The termination of the obligation of the agency to provide a program of special education to a particular child with a disability that is an exceptionally costly program, as determined by the SEA, because the child
   a. Has left the jurisdiction of the agency;
   b. Has reached the age at which the obligation of the agency to provide free appropriate public education (FAPE) to the child has terminated; or
   c. No longer needs the program of special education.
4. The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities.
5. The assumption of cost by the high cost fund operated by the SEA under 34 CFR Sec. 300.704(c).

List exempt reductions, if any, to be used in the calculation below:	State and Local	Local Only
Total exempt reductions	0.00	0.00

SELPA: Capistrano Unified (CO)

SECTION 2 **Reduction to MOE Requirement Under IDEA, Section 613 (a)(2)(C) (34 CFR Sec. 300.205(d))**

IMPORTANT NOTE: Only LEAs that have a "meets requirement" compliance determination and that are not found significantly disproportionate for the current year are eligible to use this option to reduce their MOE requirement.

Up to 50% of the increase in IDEA Part B Section 611 funding in current year compared with prior year may be used to reduce the required level of state and local expenditures. This option is available only if the LEA used or will use the freed up funds for activities authorized under the Elementary and Secondary Education Act of 1965. Also, the amount of Part B funds used for early intervening services (34 CFR 300.226(a)) will count toward the maximum amount by which the LEA may reduce its MOE requirement under this exception [P.L. 108-446].

		State and Local	Local Only
Current year funding (IDEA Section 611 Local Assistance Grant Awards - Resources 3310 and 3320)			
Less: Prior year's funding (IDEA Section 611 Local Assistance Grant Awards - Resources 3310 and 3320)			
Increase in funding (if difference is positive)	0.00		
Maximum available for MOE reduction (50% of increase in funding)	0.00 (a)		
Current year funding (IDEA Section 619 - Resource 3315)			
Maximum available for early intervening services (EIS) (15% of current year funding - Resources 3310, 3315, and 3320)	0.00 (b)		

If (b) is greater than (a).

Enter portion to set aside for EIS (cannot exceed line (b), Maximum available for EIS)	(c)		
Available for MOE reduction. (line (a) minus line (c), zero if negative)	0.00 (d)		
Enter portion used to reduce MOE requirement (cannot exceed line (d), Available for MOE reduction).			

If (b) is less than (a).

Enter portion used to reduce MOE requirement (first column cannot exceed line (a), Maximum available for MOE reduction, second and third columns cannot exceed (e), Portion used to reduce MOE requirement).	(e)		
Available to set aside for EIS (line (b) minus line (e), zero if negative)	0.00 (f)		

SELPA: Capistrano Unified (CO)

SECTION 3	Column A	Column B	Column C
	Budgeted Amounts FY 2012-13 (LB-B Worksheet)	**Actual Expenditures FY 2011-12 (LE-B Worksheet)**	**Difference (A - B)**
A. COMBINED STATE AND LOCAL EXPENDITURES METHOD			
1. Total special education expenditures	78,829,240.00		
2. Less: Expenditures paid from federal sources	10,780,176.00		
3. Expenditures paid from state and local sources	68,049,064.00	62,997,453.58	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from state and local sources	68,049,064.00	62,997,453.58	5,051,610.42
4. Special education unduplicated pupil count	4,816	4,816	
5. Per capita state and local expenditures (A3/A4)	14,129.79	13,080.87	1,048.92

If one or both of the differences in lines A3 and A5, Column C, are positive (current year budgeted state and local expenditures, in tota or per capita, are greater than prior year's net state and local expenditures), the MOE requirement is met; Part B can still be completed.

If both lines A3 and A5, Column C, are negative, the MOE is not met based on combined state and local expenditures, and Part B must be completed.

SELPA: Capistrano Unified (CO)

B. LOCAL EXPENDITURES ONLY METHOD

If MOE was not met in Part A and this Local Expenditures Only Method applies, complete either B1 or B2, but not both. Complete B1 if the MOE "budget vs. actual" requirement was met last year using local expenditures (whether or not the requirement was also met using combined state and local expenditures); otherwise, complete B2.

Click on the button that applies:

	Budget FY 2012-13	Actual FY 2011-12	Difference
☐ 1. Last year's local expenditures met MOE requirement:			
a. Expenditures paid from local sources			
Less: Exempt reduction(s) from SECTION 1			
Less: 50% reduction from SECTION 2			
Net expenditures paid from local sources			
b. Per capita local expenditures (B1a/A4)			

	Budget FY 2012-13	Base FY	Difference
☐ 2. Enter in the second column, Base FY, the special education expenditures paid from local funds and the special education unduplicated pupil count, for the most recent fiscal year when MOE budget vs. actual requirement was met based on local expenditures. Enter the fiscal year in the column heading. If you have not previously used this method to meet the level of effort requirement, the earliest base year that can be used is 2006-07.			
a. Expenditures paid from local sources			
Less: Exempt reduction(s) from SECTION 1			
Less: 50% reduction from SECTION 2			
Net expenditures paid from local sources			
b. Special education unduplicated pupil count			
c. Per capita local expenditures (B2a/B2b)			

If one or both of the differences in Column C for the checked section (B1 or B2) are positive, the MOE requirement is met.

After reviewing all sections of this form, please select which of the above methods your LEA chooses to use to meet the 2012-13 MOE requirement and make the selection on Page 1.

Sara Jocham
Contact Name

949 234 9281
Telephone Number

Assistant Superintendent, SELPA. Special Education Operations
Title

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E-mail Address

Description	Direct Costs - Interfund Transfers In 5750	Direct Costs - Interfund Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Indirect Costs - Interfund Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
67 SELF-INSURANCE FUND								
Expenditure Detail	1,452.30	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							551,211.42	103,049.78
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
TOTALS	239,859.65	(239,859.65)	609,220.65	(609,220.65)	2,520,754.68	2,520,754.68	3,799,742.29	3,799,742.29

Description	EDP No.	Home-to-School	SD/OI
SCHEDULE I - PUPIL TRANSPORTATION DATA			
A. ENTER average number of buses used to transport pupils daily to/from school	008/006	21.0	59.0
B. 1. ENTER average number of pupils transported daily one way to/from school (excluding extended year)	020/019	2,690.0	702.0
2. ENTER number of pupils included on Line B1 with transportation in IEP	023/024	4.0	702.0
C. ENTER total number of miles driven to/from school	021/022	539,766.0	1,164,726.0
D. ENTER 1 for traditional school year, 2 for year-round, or 3 for a combinatior of both, for days pupils transportec	030/033	1	1
SCHEDULE II - COST DATA			
(Home-to-School: Unless otherwise specified, Fund 01, Resources 1100, 7230 and 7235, Function 3600)			
(SD/OI: Unless otherwise specified, Fund 01, Resource 7240, Function 3600			
A. Classified Salaries & Benefits (Objects 2100-2999, 3102, 3202, 3302, 3402, 3502, 3602, 3702, 3752, 3802, and 3902)		2,773,992.52	5,267,690.83
B. Books & Supplies (Objects 4200, 4300, and 4400)		609,394.92	719,260.88
C. 1. Subagreements for Services (Object 5100)		0.00	6,611.03
a. ENTER amount included on Line C1 paid to a private contractor to transport pupils	003/004	0.00	6,611.03
2. Travel/Conferences & Dues/Memberships (Objects 5200 and 5300)		134.71	52.50
3. Insurance (Objects 5400 and 5450)		0.00	0.00
4. Rentals, Leases, Repairs, and Noncapitalized Improvements (Object 5600)		154,704.44	377,034.82
5. Interprogram/Interfund Transfers (Objects 5710 and 5750)		(1,025,527.31)	1,802.47
6. Other Services and Operating Expenditures (Object 5800) (Contracts for repairs should be charged to Object 5600)		(43,735.50)	388,612.24
7. Communications (Object 5900)		607.48	607.47
D. Capital Outlay, Lease Purchase & Debt Service (Home-to-School: Funds 01, 15, & 18, all applicable Resources except 7240, Function 3600, Objects 6400 & 6500, plus Fund 01, Resources 7230, 7235, and 7236, Function 9100, Objects 7438 and 7439, plus Funds 15 & 18, Function 9100, Objects 7438 and 7439, minus Fund 01, Resources 7230 and 7235, Object 8972, minus Funds 15 & 18 Object 8972) (SD/OI: Fund 01, Resource 7240, Function 3600, Objects 6400 & 6500 plus Fund 01, Resource 7240, Function 9100, Objects 7438 and 7439, minus Fund 01, Resource 7240, Object 8972)		0.00	142,181.00
1. ENTER amount of capital outlay, lease purchase & debt service included on Line D in Home-to-School that belongs in SD/OI as a decrease to Home-to-School and an increase to SD/OI. (Line D1 must net to zero)			
E. Direct Support Costs			
1. Plant Maintenance & Operations and Facilities (Fund 01, Resource 7230 (HtoS) or 7240 (SD/OI), Functions 8100-8400 and 8700, Objects 2000-5999, 6400, and 6500		0.00	0.00
F. Direct and Direct Support Costs (Lines A through E1 except Line C1a)	096/095	2,469,571.26	6,903,853.24
G. Reconciliation Amounts (For CDE's use; LEAs, refer to instructions)			
1. Additions			
2. Deductions			
H. Gross Transportation Expense (Line F plus Line G1 minus Line G2)	094/093	2,469,571.26	6,903,853.24
I. Reimbursement from other districts/county offices/charter or private schools/agencies for transportation expenses included in Line H (Fund 01, Resource 7230 (HtoS) or 7240 (SD/OI), Objects 8677 and 8699		101,584.80	0.00
1. ENTER amount of Line I that represents reimbursements other than for transportation services (i.e., fuel tax reimbursement, insurance recovery, bus trade-in or sale, prior year refunds, etc.			
J. Subtotal, Pupil Transportation Expense (Line H minus Line I plus Line I1)	097/098	2,367,986.46	6,903,853.24
K. Indirect Costs (Approved indirect cost rate of 3.57% times the sum of Line H minus lines C1, D, and D1. If negative, then zero.)		88,163.69	241,155.69
L. Net Pupil Transportation Expense (Lines J and K)	100/101	2,456,150.15	7,145,008.93

Description	EDP No.	Home-to-School	SD/OI
SCHEDULE III - ALLOWABLE TRANSPORTATION EXPENSE			
A. Net Pupil Transportation Expense (Schedule II, Line L)		2,456,150.15	7,145,008.93
B. ENTER deduction for increased cost of court ordered transportation (Los Angeles Unified, San Bernardino Unified and San Diego Unified only)			
C. Deduction for payments to common carriers and parents in lieu of transportation provided to your pupils			
1. ENTER payments by your LEA, included in Schedule II Line C1			233,084.24
2. ENTER payments by another LEA, included in Schedule II, Line C1			0.00
3. Less: ENTER payments to common carriers and parents, deducted on Line E			
D. Deduction for bus acquisition and/or replacement			
1. ENTER portion of bus payments included in Schedule II, Line D plus Line D1 that was for your pupils (exclude portion other LEAs paid to you as part of their costs			142,181.00
2. ENTER portion of payments included in Schedule II, lines C1 and C6 paid to another LEA providing services to your LEA		0.00	0.00
3. Less: ENTER bus acquisition and/or replacement included in deduction taken on Line E			
E. Deduction for unallowable costs			
1. ENTER amount of unallowable costs included in Schedule II, lines C1 and C6 paid by you to another LEA			
2. Less: ENTER unallowable costs amount included in deduction taken on Line E			
F. Total Deductions (Lines B, C1, C2, D1, D2, and E1 minus lines C3, D3, and E2)		0.00	375,265.24
G. Bus Operating Expense (Line A minus Line F)	110/111	2,456,150.15	6,769,743.69
H. 1. Cost Per Mile (Line G divided by Schedule I, Line C)	120/121	4.550	5.812
2. Cost Per Pupil (Line G divided by Schedule I, Line B1)	122/123	913.067	9,643.510
I. Payments to common carriers and to parents in lieu of transportation (Lines C1 and C2 minus Line C3)	080/081	0.00	233,084.24
J. 1. ENTER prior year unallowable costs paid to another LEA used in the current year for bus purchases			
2. Bus acquisition and replacement (Lines J1, D1, and D2 minus D3)	085/086	0.00	142,181.00
K. Approved Transportation Expense (Lines G, I, and J2)	130/133	2,456,150.15	7,145,008.93
L. Approved Non-SD/OI Home-to-School Transportation Expense			
1. Calculated Expense (Line K divided by Schedule I, Line B1 times Schedule I, Line B2	132c	3,652.27	
2. ENTER LEA's computed expense if different than amount calculated in Line L1 (maintain documentation locally)	132a		

Contact: Philippa Geiger

Title: Executive Director, Fiscal Services

Agency: Capistrano Unified School District

Phone Number/Ext: (949) 234-9316

E-mail Address: pkgeiger@capousd.org

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1213-16

ADOPTING THE 2011-2012 ACTUAL GANN LIMIT AND THE 2012-2013 ESTIMATED GANN LIMIT

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called Gann Limits for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2011-2012 fiscal year, and a projected Gann Limit for the 2012–2013 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW THEREFORE BE IT RESOLVED that the Board of Trustees does provide public notice that the attached calculations and documentation of the Gann limits for the 2011–2012 fiscal years are made in accordance with applicable constitutional and statutory law;

BE IT FURTHER RESOLVED that the Board of Trustees does hereby declare that the appropriations in the Budget for the 2011–2012 and 2012–2013 fiscal years do not exceed the limitations imposed by Proposition 4; and

BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution, along with the appropriate attachments, to interested citizens of this District.

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 10th day of September 2012, by a roll call vote.

_____
Lynn Hatton, Clerk

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

	2011-12 Calculations			2012-13 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
A. PRIOR YEAR DATA (2010-11 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)		**2010-11 Actual**			**2011-12 Actual**	
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	263,399,553.34		263,399,553.34			272,278,973.54
2. PRIOR YEAR GANN ADA (Preload/Line B9, PY column)	51,503.82		51,503.82			51,938.65
ADJUSTMENTS TO PRIOR YEAR LIMIT		**Adjustments to 2010-11**			**Adjustments to 2011-12**	
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2011-12 data should tie to Principal Apportionment Attendance Software reports)		**2011-12 P2 Report**			**2012-13 P2 Estimate**	
1. Total K-12 ADA (Form A, Line 10)	49,266.61		49,266.61	49,272.27		49,272.27
2. ROC/P ADA**						
3. Total Charter Schools ADA (Form A, Line 26)	2,672.04		2,672.04	3,317.01		3,317.01
4. Total Supplemental Instructional Hours**						
5. Divide Line B4 by 700 (Round to 2 decimal places)						
6. TOTAL P2 ADA (Lines B1 through B3 plus B5)			51,938.65			52,589.28
OTHER ADA (From Principal Apportionment Attendance Software)						
7. Apprentice Hours - High School						
8. Divide Line B7 by 525 (Round to 2 decimal places)			0.00			0.00
9. TOTAL CURRENT YEAR GANN ADA (Sum Lines B6 plus B8)			51,938.65			52,589.28
C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED		**2011-12 Actual**			**2012-13 Budget**	
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	1,986,847.44		1,986,847.44	1,986,847.00		1,986,847.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	221,764,788.49		221,764,788.49	221,764,788.00		221,764,788.00
5. Unsecured Roll Taxes (Object 8042)	9,166,134.54		9,166,134.54	9,166,135.00		9,166,135.00
6. Prior Years' Taxes (Object 8043)	5,286,467.16		5,286,467.16	5,286,467.00		5,286,467.00
7. Supplemental Taxes (Object 8044)	1,118,515.60		1,118,515.60	1,118,516.00		1,118,516.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	(15,851,036.62)		(15,851,036.62)	(15,851,037.00)		(15,851,037.00)
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (Obj. 8047 & 8625)	415,346.85		415,346.85	415,347.00		415,347.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-Revenue Limit Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)	(11,323,931.35)		(11,323,931.35)	(14,123,132.00)		(14,123,132.00)
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	212,563,132.11	0.00	212,563,132.11	209,763,931.00	0.00	209,763,931.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	212,563,132.11	0.00	212,563,132.11	209,763,931.00	0.00	209,763,931.00

	2011-12 Calculations			2012-13 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			3,315,393.00			2,741,003.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			3,315,393.00			2,741,003.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. Revenue Limit State Aid - Current Year (Object 8011)	44,941,859.60		44,941,859.60	25,158,862.00		25,158,862.00
25. Revenue Limit State Aid - Prior Years (Object 8019)	(247,273.89)		(247,273.89)	0.00		0.00
26. Supplemental Instruction - CY (Res. 0000, Object 8590)**		1,701,897.00	1,701,897.00		1,217,990.00	1,217,990.00
27. Supplemental Instruction - PY (Res. 0000, Object 8590)**			0.00			0.00
28. Comm Day Sch Addl Funding - CY (Res. 2430, Obj. 8311 and Res. 0000, Obj. 8590)**		50,888.00	50,888.00		50,878.00	50,878.00
29. Comm Day Sch Addl Funding - PY (Res. 2430, Obj. 8319 and Res. 0000, Obj. 8590)**			0.00			0.00
30. ROC/P Apportionment - CY (Res. 0000, Object 8590)**		2,350,397.00	2,350,397.00		2,350,397.00	2,350,397.00
31. ROC/P Apportionment - PY (Res. 0000, Object 8590)**		5,446.00	5,446.00		0.00	0.00
32. Charter Schs. Gen. Purpose Entitlement (Object 8015)	0.00		0.00	0.00		0.00
33. Charter Schs. Categorical Block Grant (Object 8590)**			0.00			0.00
34. Class Size Reduction, Grades K-3 (Object 8434)	7,656,506.00		7,656,506.00	6,900,000.00		6,900,000.00
35. Class Size Reduction, Grade 9 (Object 8590)**			0.00			0.00
36. SUBTOTAL STATE AID RECEIVED (Lines C24 through C35)	52,351,091.71	4,108,628.00	56,459,719.71	32,058,862.00	3,619,265.00	35,678,127.00
ADD BACK TRANSFERS TO COUNTY						
37. County Office Funds Transfer (Form RL, Line 32)	2,811,084.00		2,811,084.00	2,602,645.00		2,602,645.00
38. TOTAL STATE AID (Lines C36 plus C37)	55,162,175.71	4,108,628.00	59,270,803.71	34,661,507.00	3,619,265.00	38,280,772.00
DATA FOR INTEREST CALCULATION						
39. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	366,409,692.41		366,409,692.41	324,205,217.00		324,205,217.00
40. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	461,862.99		461,862.99	312,500.00		312,500.00
APPROPRIATIONS LIMIT CALCULATIONS	**2011-12 Actual**			**2012-13 Budget**		
D. PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			263,399,553.34			272,278,973.54
2. Inflation Adjustment			1.0251			1.0377
3. Program Population Adjustment (Lines B9 divided by [A2 plus A7]) (Round to four decimal places)			1.0084			1.0125
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			272,278,973.54			286,075,689.48
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			212,563,132.11			209,763,931.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of $120 times Line B9 or $2,400; but not greater than Line C38 or less than zero)			6,232,638.00			6,310,713.60
b. Maximum State Aid in Local Limit (Lesser of Line C38 or Lines D4 minus D5 plus C23; but not less than zero)			59,270,803.71			38,280,772.00
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			59,270,803.71			38,280,772.00
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C40 divided by [Lines C39 minus C40] times [Lines D5 plus D6c])			343,081.78			239,319.89
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			212,906,213.89			210,003,250.89
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C38 or less than zero)			59,270,803.71			38,280,772.00
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			212,906,213.89			
b. State Subventions (Line D8)			59,270,803.71			
c. Less: Excluded Appropriations (Line C23)			3,315,393.00			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			268,861,624.60			

	2011-12 Calculations			2012-13 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
10. Adjustments to the Limit Per Government Code Section 7902.1 (Line D9d minus D4; if negative, then zero)			0.00			
If not zero report amount to: Ana J. Matosantos, Director, State Department of Finance, Attention: School Gann Limits, State Capitol, Room 1145, Sacramento, CA 95814						
Summary	**2011-12 Actual**			**2012-13 Budget**		
11. Adjusted Appropriations Limit (Lines D4 plus D10)			272,278,973.54			286,075,689.48
12. Appropriations Subject to the Limit (Line D9d)			268,861,624.60			

* Please provide below an explanation for each entry in the adjustments column.
** Impacted by the flexibility provisions of SBX3 4 (Chapter 12, Statutes of 2009), as amended by SB 70 (Chapter 7, Statutes of 2011). Amounts in Section C, State Aid Received, can no longer be extracted and must be manually input into the Adjustments column.

Philippa Geiger
Gann Contact Person

(949) 234 9316
Contact Phone Number

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1213-17

AUTHORIZING THE INCREASE/DECREASE APPROPRIATIONS FOR THE FISCAL YEAR ENDING 2011-2012

WHEREAS, the District has determined that net increases in income of $5,700,920 are required for the previous fiscal year from sources listed in California Education Code §42602, and

WHEREAS, the District can show just cause for the net decreases in expenditure of <$4,093,386> for the previous fiscal year.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees authorizes, pursuant to California Education Code §42602, such net increase in funds of $9,794,306 are to be appropriated according to the following schedule:

District & Fund No.	Account Code	Income Source	Amount
68-0101	8011	Revenue Limit Sources	$2,220,298
	8290	Other Federal Revenue	404,633
	8590	Other State Revenue	741,098
	8699	Other Local Revenue	2,797,992
	9797	Audit Adjustment	(1,196,667)
		TOTAL FUND 01 INCOME	**$4,967,354**

District & Fund No.	Account Code	Expenditure Description	Amount
68-0101	1100	Teachers Salaries	$899,194
	2100	Instructional Aides	204,437
	3401	Health and Welfare	(2,397,138)
	4300	Consumable Instructional Supplies	(1,087,075)
	5800	Other Services & Operating Exp	1,025,779
	6400	Capitalized Equipment	164,302
	7223	Outgoing Tuition	454,851
	7350	Indirect Costs	(3,221)
	9712	Reserve for Stores	18,853
	9713	Reserve for Prepaid	1,094
	9780	Reserved For Other Designations	3,830,000
	9790	Unassigned / Unappropriated	1,856,278
		TOTAL FUND 01 EXPENDITURES	**$4,967,354**

District & Fund No.	Account Code	Income Source	Amount
68-1111	8590	Other State Revenue	$130,000
		TOTAL FUND 11 INCOME	**$130,000**

District & Fund No.	Account Code	Expenditure Description	Amount
68-1111	1100	Teacher's Salaries	($30,691)
	2100	Instructional Aide Salaries	23,000
	3401	Health and Welfare	4,065
	4300	Consumable Instructional Supplies	3,715
	5800	Other Services & Operating Exp	133,626
	9780	Reserve Other Assignments	(3,715)
		TOTAL FUND 11 EXPENDITURES	**$130,000**

District & Fund No.	Account Code	Income Source	Amount
68-1212	8290	Other Federal Revenue	$105,289
	8590	Other State Revenue	(105,289)
	8699	Other Local Income	43,129
		TOTAL FUND 12 INCOME	**$43,129**

District & Fund No.	Account Code	Expenditure Description	Amount
68-1212	1100	Teachers Salaries	($84,721)
	2100	Instructional Aide Salaries	(153,903)
	3401	Health & Welfare	(137,287)
	4300	Consumable Instructional Supplies	(230,695)
	5800	Other Services & Operating Exp	41,038
	7350	Indirect Cost for Interfund Charge	(17,619)
	7438	Debt Service - Interest	292
	9740	Reserve Restricted	626,022
	9780	Reserve Other Assignments	2
		TOTAL FUND 12 EXPENDITURES	**$43,129**

District & Fund No.	Account Code	Income Description	Amount
68-1414	8660	Interest	$3,580
		TOTAL FUND 14 INCOME	**$3,580**

District & Fund No.	Account Code	Expenditure Description	Amount
68-1414	2200	Classified Support Salaries	$1,177
	3402	Health & Welfare	190
	4300	Non Instructional Supplies	(43,717)
	5800	Other Services & Operating Exp	(131,038)
	9780	Reserve Other Assignments	176,968
		TOTAL FUND 14 EXPENDITURES	**$3,580**

District & Fund No.	Account Code	Income Description	Amount
68-2020	8699	Other Local Revenue	$57
		TOTAL FUND 20 INCOME	**$57**

District & Fund No.	Account Code	Expenditure Description	Amount
68-2020	9780	Reserve Other Assignments	$57
		TOTAL FUND 20 EXPENDITURES	**$57**

District & Fund No.	Account Code	Expenditure Description	Amount
68-2123	6100	Site Improvements	($51,188)
	9780	Reserve Other Assignments	51,188
		TOTAL FUND 21 EXPENDITURES	**$0**

District & Fund No.	Account Code	Expenditure Description	Amount
68-2525	2300	Classified Administrative Salaries	$54,300
	3402	Health and Welfare	5,500
	6200	Building Improvements	(280,800)
	9740	Reserve Restricted	221,000
		TOTAL FUND 25 EXPENDITURES	**$0**

District & Fund No.	Account Code	Income Description	Amount
68-3539	8660	Interest	$6,800
		TOTAL FUND 39 INCOME	**$6,800**

District & Fund No.	Account Code	Expenditure Description	Amount
68-3539	5800	Other Services and Operating Expenditures	$1,100
	6200	Building Improvements	(3,000,000)
	7299	Transfers Out to All Others	3,000,000
	9740	Reserve Restricted	5,700
		TOTAL FUND 39 EXPENDITURES	**$6,800**

District & Fund No.	Account Code	Income Description	Amount
68-4040	8625	Community RDA Funds	$2,220,000
		TOTAL FUND 40 INCOME	**$2,220,000**

District & Fund No.	Account Code	Expenditure Description	Amount
68-4040	5800	Other Services and Operating Expenditures	$141,000
	7299	Transfers Out to All Others	144,531
	7438	Debt Service - Interest	(144,531)
	7612	Transfers Out to General Fund	(141,000)
	9740	Reserve Restricted	2,220,000
		TOTAL FUND 40 EXPENDITURES	**$2,220,000**

District & Fund No.	Account Code	Income Description	Amount
68-6768	8674	In-District Premium/Contribution	$1,400,000
		TOTAL FUND 68 INCOME	**$1,400,000**

District & Fund No.	Account Code	Expenditure Description	Amount
68-6768	2400	Classified Clerical Salaries	$800
	3402	Health and Welfare	(700)
	4300	Supplies and Materials	(6,200)
	5800	Other Services and Operating Expenditures	2,078,785
	9711	Reserve for Revolving Cash	250,000
	9790	Unassigned / Unappropriated	(922,685)
		TOTAL FUND 68 EXPENDITURES	**$1,400,000**

District & Fund No.	Account Code	Income Description	Amount
68-6769	8674	In-District Premium/Contribution	($3,130,000)
		TOTAL FUND 69 INCOME	**($3,130,000)**

District & Fund No.	Account Code	Expenditure Description	Amount
68-6769	2400	Classified Clerical Salaries	$1,000
	5800	Other Services and Operating Expenditures	(4,018,099)
	9711	Reserve for Revolving Cash	400,000
	9790	Unassigned / Unappropriated	487,099
		TOTAL FUND 69 EXPENDITURES	**($3,130,000)**

District & Fund No.	Account Code	Income Description	Amount
68-6770	8674	In-District Premium/Contribution	$60,000
		TOTAL FUND 70 INCOME	**$60,000**

District & Fund No.	Account Code	Expenditure Description	Amount
68-6770	2400	Classified Clerical Salaries	$800
	3356	OASDI - Classified	($360)
	3402	Health and Welfare	(310)
	4300	Supplies and Materials	(490)
	5800	Other Services and Operating Expenditures	(516,085)
	9711	Reserve for Revolving Cash	30,000
	9790	Unassigned / Unappropriated	546,445
		TOTAL FUND 70 EXPENDITURES	**$60,000**

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 10th day of September 2012, by a roll call vote.

_____
Lynn Hatton, Clerk

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, Californina

RESOLUTION NO. 1213-18

REAPPROPRIATION OF CARRYOVER FUNDS

WHEREAS, the District has determined that increases in income of $9,513,256 are required for the current year (2012-2013) from sources listed in California Education Code §42602, and

WHEREAS, the District can show just cause for the increase in expenditures of $7,571,369 for the current fiscal year (2012-2013).

BE IT RESOLVED that the Board of Trustees authorizes, pursuant to California Education Code §42602, such net increase in funds of $1,941,887 are to be appropriated according to the following schedule:

District & Fund No.	Code	Account Description	Amount
068-0101		**GENERAL FUND**	
		Income Source	
	9799	Reinstatements: Beginning Balance	$6,442,909
	8011	Revenue Limit Sources	(722,720)
	8290	Federal Revenue	1,281,455
	8590	State Revenue	60,851
	8699	Local Revenue	53,999
		Total Income	**$7,116,494**
		Expenditure Appropriation	
	1100	Teacher Salaries	$2,150,757
	2200	Classified Support Salaries	999,978
	3401	Health and Welfare	428,484
	4300	Materials & Supplies	3,161,914
	5600	Rentals, Leases & Repairs	910,236
	9740	Reserve Restricted	365,125
	9780	Reserve Other Assignments	(900,000)
		Total Expenditure Appropriation	**$7,116,494**

District & Fund No.	Code	Account Description	Amount
068-1212		**CHILD DEVELOPMENT**	
		Income Source	
	9799	Reinstatements: Beginning Balance	($29,471)
		Total Income	**($29,471)**
		Expenditure Appropriation	
	9740	Reserve Restricted	($29,496)
	9780	Reserve Other Assignments	25
		Total Expenditure Appropriation	**($29,471)**

District & Fund No.	Code	Account Description	Amount
068-1414		**DEFERRED MAINTENANCE**	
		Income Source	
	9799	Reinstatements: Beginning Balance	$176,961
		Total Income	**$176,961**
		Expenditure Appropriation	
	9780	Reserve Other Assignments	176,961
		Total Expenditure Appropriation	**$176,961**

District & Fund No.	Code	Account Description	Amount
068-2020		**SPECIAL RESERVE-POST EMPLOYMENT BENEFITS**	
		Income Source	
	9799	Reinstatements: Beginning Balance	$57
		Total Income	**$57**
		Expenditure Appropriation	
	9780	Reserve Other Assignments	$57
		Total Expenditure Appropriation	**$57**

District & Fund No.	Code	Account Description	Amount
068-2123		**GO BONDS SERIES 1999C**	
		Income Source	
	9799	Reinstatements: Beginning Balance	$51,187
		Total Income	**$51,187**
		Expenditure Appropriation	
	9740	Reserve Restricted	$51,187
		Total Expenditure Appropriation	**$51,187**

District & Fund No.	Code	Account Description	Amount
068-2525		**CAPITAL FACILITIES**	
		Income Source	
	9799	Reinstatements: Beginning Balance	$220,252
		Total Income	**$220,252**
		Expenditure Appropriation	
	9740	Reserve Restricted	$220,252
		Total Expenditure Appropriation	**$220,252**

District & Fund No.	Code	Account Description	Amount
068-3535		**SCHOOL FACILITIES**	
		Income Source	
	9799	Reinstatements: Beginning Balance	($88)
		Total Income	**($88)**
		Expenditure Appropriation	
	9740	Reserve Restricted	($88)
		Total Expenditure Appropriation	**($88)**

District & Fund No.	Code	Account Description	Amount
068-3539		**SCHOOL FACILITIES PROP 47**	
		Income Source	
	9799	Reinstatements: Beginning Balance	$5,695
		Total Income	**$5,695**
		Expenditure Appropriation	
	9740	Reserve Restricted	$5,695
		Total Expenditure Appropriation	**$5,695**

District & Fund No.	Code	Account Description	Amount
068-4040		**SPECIAL RESERVE**	
		Income Source	
	9799	Reinstatements: Beginning Balance	$2,211,252
	8660	Interest	9,529
		Total Income	**$2,220,781**
		Expenditure Appropriation	
	5800	Services and Operating Expenditures	($80,000)
	9740	Reserve Restricted	2,377,308
	9780	Reserve Other Assignments	(76,527)
		Total Expenditure Appropriation	**$2,220,781**

District & Fund No.	Code	Account Description	Amount
068-6768		**WORKERS COMPENSATION**	
		Income Source	
	9799	Reinstatements: Beginning Balance	$276,137
		Total Income	**$276,137**
		Expenditure Appropriation	
	9790	Unassigned/Unappropriated	$276,137
		Total Expenditure Appropriation	**$276,137**

District & Fund No.	Code	Account Description	Amount
068-6769		**HEALTH & WELFARE**	
		Income Source	
	9799	Reinstatements: Beginning Balance	($941,193)
		Total Income	**($941,193)**
		Expenditure Appropriation	
	9790	Unassigned/Unappropriated	($941,193)
		Total Expenditure Appropriation	**($941,193)**

District & Fund No.	Code	Account Description	Amount
068-70		**PROPERTY & LIABILITY**	
		Income Source	
	9799	Reinstatements: Beginning Balance	$416,444
		Total Income	**$416,444**
		Expenditure Appropriation	
	9790	Unassigned/Unappropriated	$416,444
		Total Expenditure Appropriation	**$416,444**

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 10th day of September 2012, by a roll call vote.

_____

Lynn Hatton, Clerk

_____

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1213-19

CLASS SIZE REDUCTION PROGRAM AND CERTIFICATION FOR 2012-2013

WHEREAS, California Education Code §52120, et. seq., established the Class Size Reduction Program for the purpose of allowing school districts that maintain any kindergarten or any of grades 1 through 3 to apply to the Superintendent of Public Instruction for an apportionment to implement a class size reduction program, and

WHEREAS, California Education Code §52122 requires an application for operational funding for the 2012-2013 school year to be submitted by a school district to the Superintendent of Public Instruction, and

WHEREAS, the District wishes to participate in the Class Size Reduction Program and to obtain operational funding for the program, and

WHEREAS, the District has submitted or will submit forthwith to the Superintendent of Public Instruction by September 25, 2012, an application for operational funds pursuant to the Class Size Reduction Program contained in Education Code §52120, et. seq., and

WHEREAS, the Board of Trustees has reviewed the District's 2012-2013 Class Size Reduction Program K-3 Application Form (Rev. 7/12), and

WHEREAS, California Education Code §52123 requires the following certifications by the Board of Trustees;

BE IT RESOLVED that the Board of Trustees hereby certifies that the following statements are true and accurate:

1. The number of classes participating in Option One and Option Two is identified, and the total number of classes does not exceed the total number of classes identified on the 2008-2009 Operations Application.

2. The pupil counts reported do not include special education pupils enrolled in special day classes full-time, pupils enrolled in independent study, or charter school pupils enrolled in a home-study program for the full regular school day.

3. A certificated teacher has been/will be hired by this District and is providing/will provide direct instructional services to each class participating in the Class Size Reduction Program. It is the intent of this District that each such certificated teacher will provide direct instructional services to each pupil enrolled in the separate class to which the teacher is assigned.

4. As part of its Class Size Reduction Program, the District has implemented a staff development program for any teacher who participates in the Class Size Reduction Program and provides direct instructional services for reduced-size classes in this program as specified in certification #3. Appropriate training to maximize the educational advantages of class size reduction will be provided to such teachers. This training shall include, but not be limited to, methods for providing each of the following: (1) individualized instruction, (2) effective teaching, including classroom management in smaller classes, (3) identifying and responding to pupil needs, and (4) opportunities to build on the individual strengths of pupils.

5. This District will collect and maintain data required by the Superintendent of Public Instruction for evaluation of the Class Size Reduction Program. The data shall include, but not be limited to, individual test scores or other records of pupil achievement. Any data collected will be protected in a manner that will not permit the personal identification of any pupil or parent.

6. Priority for reducing class size is/will be according to the following order at each school site:

   a. If only one grade level, the grade level will be 1st grade.

   b. If only two grade levels, the grade levels will be 1st and 2nd grades.

   c. If three to four grade levels, the grade levels will be 1st and 2nd and then any combination of kindergarten and/or 3rd grade.

7. The CSR program will be implemented in 2012-2013.

8. The school district will submit final enrollment counts on the J-7CSR form to the California Department of Education by May 10, 2013.

BE IT FURTHER RESOLVED that the Board of Trustees hereby authorizes the Superintendent to sign the 2012-2013 Class Size Reduction Program K-3 Application and requests that the apportionment be made final and the funds released to the Capistrano Unified School District.

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 10th day of September 2012, by a roll call vote.

_____
Lynn Hatton, Clerk

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

2012–13 Operations Application
K-3 Class Size Reduction Program

County and District Code: 30 66464

Charter School Code*:

County: Orange

District: Capistrano Unified School District

Charter School*:

*For use only by charter schools applying independent of their authorizing entity. Do not submit a separate application for charter schools that were included in their authorizing entity's 2008–09 through 2011–12 applications.

Contact Person: Clark Hampton

Title: Deputy Superintendent, Business & Support Svcs

Address: 33122 Valle Road

City, Zip Code: San Juan Capistrano, 92675

Telephone: (949) 234-9211 Ext.

E-mail Address: cdhampton@capousd.org

Certifications

As a condition of applying for and receiving funds under the Kindergarten and Grades One through Three Class Size Reduction (K-3 CSR) Program, commencing with California *Education Code (EC)* Section 52120, the Governing Board of the above named school district or charter school (applicant) certifies that the statements below are true and accurate, and are evidenced by a Board Resolution or entry in the Board meeting minutes. Please do not submit the Resolution or minutes to the California Department of Education (CDE):

1. The number of classes participating in Option One and Option Two is identified and the total number of classes does not exceed the total number of classes identified on the 2008–09 Operations Application. [*EC* Section 52123(a), 52124.3(b), Title 5 *California Code of Regulations* Section 15103]
2. The pupil counts reported do not include special education pupils enrolled in special day classes full time, pupils enrolled in independent study, or charter school pupils enrolled in a home study program. [*EC* Section 52123(b)]
3. A certificated teacher has been hired by the applicant and is providing direct instructional services to each class participating in the K-3 CSR Program. [*EC* Section 52123(c)]
4. The applicant will provide a staff development program for any teacher who will participate for the first time in the K-3 CSR Program as specified in Certification #3. Appropriate training to maximize the education advantages of class size reduction will be provided to such teachers. This training shall include, but not be limited to, methods for providing each of the following: (1) individualized instruction, (2) effective teaching, including classroom management in smaller classes, (3) identifying and responding to pupil needs, and (4) opportunities to build on the individual strengths of pupils. [*EC* sections 52123(d), 52127]
5. The applicant will collect and maintain data required by the State Superintendent of Public Instruction for evaluation of the K-3 CSR Program. The data shall include, but not be limited to, individual test scores or other records of pupil achievement. Any data collected will be protected in a manner that will not permit the personal identification of any pupil or parent. [*EC* section 52123(e)]
6. Each class participating in the K-3 CSR Program is housed in either a separate, self-contained classroom or the space provided for each participating class for each grade level at that schoolsite is of a square footage per pupil enrolled in each class that is not less than the average square footage per pupil enrolled in those grade levels at that schoolsite in the 1995–96 school year. [*EC* section 52123(f)]
7. Priority for reducing class size or claiming reduced funding for classes exceeding 20.44 pupils is in accordance with the following grade level implementation requirements at each schoolsite:
   - If only one grade level is reduced/claimed, the grade level will be 1st grade.
   - If two grade levels are reduced/claimed, the grade levels will be 1st and 2nd grades.
   - If three or four grade levels are reduced/claimed, the grade levels will be 1st and 2nd and then any combination of kindergarten and/or 3rd grade.
8. The K-3 CSR Program has been implemented in the current year. A district is considered to have implemented the program even if it claims reduced funding for all eligible classes.
9. **The applicant will submit final enrollment counts on the Form J-7CSR to the CDE by May 10, 2013.**

Signature

I hereby certify that, to the best of my knowledge, this application is true and correct and is in compliance with state law and regulations of the California Department of Education and the State Board of Education. The Governing Board of the above named school district or charter school has authorized me to sign this application on its behalf.

Signature of District Superintendent or Charter School Chief Administrative Officer	Printed Name	Date

2012–13 Operations Application
K-3 Class Size Reduction Program

County and District Code: 30 66464

Charter School Code*:

County Orange

District Capistrano Unified School District

Charter School*

*For use only by charter schools applying independent of their authorizing entity. Do not submit a separate application for charter schools that were included in their authorizing entity's 2008–09 through 2011–12 applications.

Intended Level of Program Participation in 2012–13

Check the appropriate box below and, as noted, submit the required pages of the Operations Application to the CDE. This information is for planning purposes and to continue the flow of funds. The calculation of final entitlements will be based on actual enrollment data submitted on the Form J-7CSR. For more information, please see the Application Instructions.

1. [X] The district/charter school intends to participate in the 2012–13 K-3 CSR Program at the same level (number and size of classes) as reported on the 2011–12 Form J-7CSR. The February 2013 apportionment will therefore be based on the district/charter school's 2011–12 final entitlement. **If this box is checked, complete and submit only pages 1 and 2 of this application to the CDE.**

2. [ ] The district/charter school intends to participate in the 2012–13 K-3 CSR Program at a higher or lower level than what was claimed on the 2011–12 Form J-7CSR (but capped at the number of classes reported on the 2008–09 Operations Application). The February 2013 apportionment will therefore be based on the information reported on page 3 of this application. **If this box is checked, complete and submit pages 1 through 3 of this application to the CDE.**

3. [ ] The district/charter school does not intend to participate in the 2012–13 K-3 CSR Program at either full or reduced funding. **If this box is checked, complete and submit only this page of the application to the CDE. A signature below is necessary only if the district/charter school is not participating in the 2012–13 K-3 CSR Program.**

Signature of District Superintendent or Charter School Chief Administrative Officer

Printed Name

Date

Mail the required pages of this application by September 25, 2012 (postmark) to:

290

Rebecca Lee ~ CDE, School Fiscal Services Division ~ 1430 N Street, Suite 3800 ~ Sacramento, CA 95814

EXTENSION OF AGREEMENT FOR
CONSTRUCTION MANAGEMENT SERVICES
CONTRACT NO. C1011076

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

EDENCO, INCORPORATED

The Agreement between Capistrano Unified School District and Edenco, Inc., called for an original contract period of September 29, 2010 through September 28, 2011, with two (2) one year options to renew upon mutual written agreement of the Parties.

The contract with Edenco, Inc., shall be extended an additional 12 months for the period of September 29, 2012 through September 28, 2013. Annual expenditures under this contract are limited to $460,000.

Except as set forth in this Extension Agreement, and Board approved on September 28, 2010, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District	**Edenco, Incorporated**
By: _____ Signature	By: _____ Signature
Terry Fluent _____	_____ Print Name
Director, Purchasing _____	_____ Title
Date: _____	Date: _____

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

EDENCO, INC.

RFQ-P No. 2-1011 Construction Manager-District's Representative called for an original contract period of September 29, 2010 through September 28, 2011, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months.

The contract with Edenco, Inc. pursuant to RFQ-P No. 2-1011, shall be extended an additional 12 months, for the period September 29, 2011, through September 28, 2012, at the reduced hourly rate of $150 as shown in Exhibit A to this Extension Agreement, and Board approved on September 26, 2011.

Except as set forth in this Extension Agreement, and Board approved on September 28, 2010, all other terms of the contract remain in full force and effect.

Capistrano Unified School District	**Edenco, Inc.**
By: _____ Signature	By: _____ Signature
Terry Fluent	WALT EDEN
Print Name	Print Name
Director, Purchasing	PRES
Title	Title
Date: 10/14/11	Date: 9/28/11

edenco inc
CONSTRUCTION MANAGEMENT

August 17, 2012

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

SUBJECT: Contract RFQ-P No. 2-1011 Extension Request for 2012 to 2013

Dear Ms. Fluent,

Over the past 2 years it has been our distinct pleasure to provide owner's representation services to Capistrano Unified School District (District). We have successfully completed the following projects for the District; San Juan Hills H.S. - Aquatic Center, San Juan Hills H.S. – Home Bleachers and Synthetic Track and recently Newhart Intermediate School – Multi Purpose Room Renovation. We are on schedule for the completion of Capistrano Valley H. S. – Performing Arts Center.

Per the District's request, Edenco previously reduced our professional service rate last year recognizing the difficult financial challenges the District faced in 2011 / 2012. Edenco is very cognizant of the present fiscal crisis that California's educational system is currently facing in 2012 / 2013. As such, in recognition of the District's present financial challenges we have elected to reduce our professional service fees further and agreed to waive all professional owner representative fees for the following projects for the District:

- San Juan Hills H.S. – Synthetic Track
- San Juan Hills H. S. – Varsity Baseball Dugouts

On behalf of Edenco, I am respectfully requesting an extension for RFQ-P No. 2-1011 for Construction Management / Owner's Representation maintaining our current reduced rate of $150.00 per hour. The renewal period shall commence September 29, 2012 through September 28, 2013.

We appreciate the opportunity to manage the District's Capital Improvement Projects and are looking forward to their successful completion.

Respectfully Submitted,

Walt Eden,
President

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES (PROJECT MANAGEMENT)

This Agreement for Construction Management Services ("Agreement") is made as of September 29, 2010, between the Capistrano Unified School District a California public school district ("District") and Edenco, Inc, a California corporation ("Construction Manager") (both collectively "Parties"), for the projects described below, which shall be referred to herein as the "Project" or "Projects":

Construction management services during design and construction administration of the following projects:

San Juan Hills High School 30-Meter Pool and Support Buildings
Capistrano Valley High School Performing Arts Theater
Other construction projects as required by the District

See **Exhibit "A"** for detailed Project scopes.

The Parties agree Walt Eden will work on the Projects on an hourly basis to be determined by the District.

The Project may include multiple components. Any one of the components or a combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Construction Manager shall invoice for each component separately and District shall compensate Construction Manager for each component separately on a proportionate basis based on the level and scope of work completed for each component.

That for and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

1.1. In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:

1.1.1. **Agreement**: The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.

1.1.2. **Architect**: The architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s).

1.1.3. **Construction Manager**: The entity listed in the first paragraph of this Agreement, including all Consultant(s) to the Construction Manager.

1.1.4. **Construction Budget**: The total amount indicated by the District for the Project plus all other costs, including design, construction, administration, financing, and all other costs.

1.1.5. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Program Manager, the Architect and the Architect's consultants, the Construction Manager, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District.

1.1.6. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Construction Manager.

1.1.7. **Design Team**: The Architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s), plus all engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Project either directly or as a subconsultant or subcontractor.

1.1.8. **DSA**: The Division of the State Architect.

1.1.9. **Extra Services**: Extra Services are defined in Article 7 and **Exhibit "B."**

1.1.10. **Fee**: The Construction Manager's Fee is defined in Section 6.1, payable as set forth in Article 6 and in **Exhibit "D."**

1.1.11. **Program Manager**: Any program manager hired to perform program management services for the District, including all Consultant(s) to the Program Manager. If no Program Manager is

hired by the District for the Project(s), then all references to "Program Manager" shall be read and interpreted as the District.

1.1.12. **Service(s)**: All labor, materials, supervision, services, tasks, and work that the Construction Manager is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

Article 2. Scope, Responsibilities And Services Of Construction Manager

2.1. Scope: Construction Manager shall provide the Services described herein and under **Exhibit "A"** for the Project. The parties agree that the Construction Manager's Services described herein are based on a construction manager / multiple-prime structure on the Project(s). The District reserves the right to change this structure including, without limitation, utilizing a construction manager / general contractor structure, a design-build structure, or a lease-leaseback structure, each of which the Parties agree may require the Construction Manager's Fee and Scope as well as certain terms and conditions of this Agreement to be adjusted by an amendment, in writing and signed by both Parties.

2.2 Coordination: In the performance of Construction Manager's services under this Agreement, Construction Manager agrees that it will maintain such coordination with District personnel and/or its designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's design team, and the persons responsible for operation of the District's Labor Compliance Program, if any. If the Construction Manager employs sub-consultant(s), the Construction Manager shall ensure that its contract(s) with its sub-consultant(s) include language notifying the sub-consultant(s) of the District's Labor Compliance Program, if any.

2.3. Construction Manager's Services: Construction Manager shall act as the District's agent to render the services and furnish the work as described in **Exhibit "A,"** which will commence upon the receipt of a Notice to Proceed signed by the District representative. Construction Manager's services will be completed in accordance with the schedule attached as **Exhibit "C."**

Article 3. Construction Manager Staff

3.1. The Construction Manager has been selected to perform the work herein because of the skills and expertise of key individuals.

3.2. The Construction Manager agrees that the following key people in Construction Manager's firm shall be associated with the Project in the following capacities:

Principal In Charge:	_____
Project Director:	_____
Construction Manager:	Walt Eden
Asst. Construction Manager:	_____
Other:	_____
Other:	_____
Other:	_____

3.3. The Construction Manager shall not change any of the key personnel listed above without prior written approval by District, unless said personnel cease to be employed by Construction Manager. In either case, District shall be allowed to interview and approve replacement personnel.

3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Construction Manager shall immediately remove that person from the Project and provide a temporary replacement. Construction Manager shall within seven (7) days provide a permanent replacement person acceptable to the District. All lead or key personnel for any Consultant must also be designated by the consultant and are subject to all conditions previously stated in this paragraph.

3.5. Construction Manager represents that the Construction Manager has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be employed by Construction Manager.

Article 4. Schedule Of Work

The Construction Manager shall commence work under this Agreement upon receipt of a Notice to Proceed, and shall prosecute the work diligently as described in **Exhibit "A"** in accordance with the schedule attached as **Exhibit "C"** for an initial term of one (1) year, with two additional annual renewals at the option of the Board of Trustees at his hourly rate on an as needed basis. Time is of the essence and failure of Construction Manager to perform work on time as specified in this Agreement is a material breach of this Agreement.

Article 5. Construction Cost Budget

5.1. The Construction Manager shall have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect and the District throughout the design process and construction.

5.2. The Construction Cost Budget shall be the total cost to District of all elements of the Project designed or specified by the Project design professional(s). The Construction Cost Budget does not include the compensation of the Construction Manager, the Project design professional(s), sub-consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District.

5.3. Construction Manager shall work cooperatively with the Project design professional(s) during the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in **Exhibit "A,"** so that the construction cost of the work designed by the Project design professional(s) will not exceed the Construction Cost Budget, as may be adjusted subsequently with the District's written approval. The Construction Manager shall notify the District if it believes the construction cost of the work by the Project design profession(s) will exceed the Construction Cost Budget. The Construction Manager, however, shall not perform or be responsible for any design or architectural services.

5.4. Evaluations of the District's Construction Budget, and preliminary and detailed cost estimates prepared by the Construction Manager, represent the Construction Manager's best judgment as a professional familiar with the construction industry.

5.5. If the Bidding Phase has not commenced within ninety (90) days after DSA approval, the Construction Cost Budget shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.

5.6. If any of the following events occur:

5.6.1. If the lowest responsive base bid received is in excess of ten percent (10%) of the Construction Cost Budget, or

5.6.2. If the combined total of base bid and all additive alternates come in fifteen percent (15%) or more under the Construction Cost Budget, or

5.6.3. If the Construction Cost Budget increases in phases subsequent to

the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy, then the District, in its sole discretion, has one or a combination of the following alternatives:

5.6.3.1. Give the Construction Manager written approval on an agreed adjustment to the Construction Cost Budget.

5.6.3.2. Authorize the Construction Manager to re-negotiate, where appropriate, re-bid on or more Projects within three (3) months time (exclusive of District and other agencies' review time) at no additional cost to the District.

5.6.3.3. Terminate this Agreement if the Project is abandoned, without further obligation by either party.

5.6.3.4. Instruct the Project design professional(s) to revise the drawings and specifications to bring the Project within the Construction Cost Budget for re-bidding, with Construction Manager's performing cost estimating, value engineering, and/or bidding support at no additional cost to the District.

5.7. The Construction Cost Budget shall be reconciled at the completion of each design phase.

Article 6. Fee And Method Of Payment

District shall pay Construction Manager an amount equal to one hundred fifty five dollars ($155) per hour for all services contracted for under this Agreement and based on the Fee Schedule attached to **Exhibit "D."**

6.1. District shall pay Construction Manager the Fee pursuant to the provisions herein and in **Exhibit "D."**

6.2. Construction Manager shall bill its work under this Agreement on a monthly time and materials basis in accordance with **Exhibit "D."**

6.3. No increase in fee will be due from change orders generated during the construction period to the extent caused by Construction Manager's error.

6.4. The Construction Manager's fee set forth in this Agreement shall be full compensation for all of Construction Manager's Services incurred in

the performance hereof as indicated in **Exhibit "D"**, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**

Article 7. Payment for Extra Services

7.1. District-authorized Services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in Construction Manager's fee are "Extra Services." Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Services were authorized in writing in advance by the District and that the Extra Services have been satisfactorily completed.

7.2. A written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost shall be submitted by the Construction Manager to the District for written approval before proceeding with any Extra Services.

Article 8. Ownership Of Data

After completion of the Project or after termination of this Agreement, Construction Manager shall deliver to District a complete set of Project records, including without limitation all documents generated by Construction Manager, copies of all documents exchanged with or copied to or from all other Project participants, and all closeout documents. Said Project records shall be indexed and appropriately organized for easy use by District personnel. All Project records are property of the District, whether or not those records are in the Construction Manager's possession.

Termination Of Contract

9.1. If Construction Manager fails to perform Construction Manager's duties to the satisfaction of the District, or if Construction Manager fails to fulfill in a timely and professional manner Construction Manager's material obligations under this Agreement, or if Construction Manager shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving written notice thereof to the Construction Manager. In the event of a termination pursuant to this subdivision, Construction Manager may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment

and deduct any amounts equal to the District's costs because of Construction Manager's actions, errors, or omissions that caused the District to terminate the Construction Manager.

9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Construction Manager may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to Construction Manager's if there is a termination for convenience.

9.3. The Construction Manager has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Construction Manager. Such termination shall be effective after receipt of written notice from Construction Manager to the District.

9.4. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.

9.5. If, at any time in the progress of the Project, the governing board of the District determines that the Project should be terminated, the Construction Manager, upon written notice from the District of such termination, shall immediately cease work on the Project. The District shall pay the Construction Manager only the fee associated with the services satisfactorily provided, since the last invoice that has been paid and up to the notice of termination.

9.6. If the Project is suspended by the District for more than one hundred and eighty (180) consecutive days, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the Construction Manager's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Construction Manager's services. Upon resumption of the Project after suspension, the Construction Manager will take all reasonable efforts to maintain the same Project personnel.

Article 10. Indemnity

10.1. To the furthest extent permitted by California law, Construction Manager shall defend, indemnify and hold free and harmless the

District, its agents, representative, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claims"), to property or persons, including personal injury and/or death, directly or indirectly arising out of, connected with, or resulting from the performance of the services, the Project, or this Agreement unless a Claim is caused by the sole negligence or sole willful misconduct of the indemnified parties.

10.2. Construction Manager shall pay and satisfy any judgment, award or decree that may be rendered against the indemnified parties in any Claim. Construction Manager shall also reimburse District for the cost of any settlement paid by District arising out of any Claim. Construction Manager shall reimburse the indemnified parties for any and all legal expenses and costs, including attorneys' fees, expert witness fees and consultant fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided to the extent caused by the above agreement to indemnify. Construction Manager's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the indemnified parties. District shall have the right to accept or reject any legal representation that Construction Manager proposes to defend the indemnified parties.

Article 11. Fingerprinting

11.1. Unless the District has determined pursuant to Education Code section 45125.2 that on the basis of scope of work in this Agreement that Construction Manager and its subcontractors and employees will have only limited contact with pupils, the Construction Manager shall comply with the provisions of Education Code section 45125.01 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Construction Manager shall not permit any employee to have any contact with District pupils until such time as the Construction Manager has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Construction Manager's responsibility shall extend to all employees, agents, and employees or agents of its subcontracts regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Construction Manager. Verification of compliance with this section and the Criminal Background Investigation Certification shall be provided in writing to the District prior to each individual's commencement of employment or participation on the

Project and prior to permitting contact with any student.

11.2. No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, or contractors are to use drugs on these sites.

11.3. Unacceptable and/or loud language will not be tolerated. "Cat calls" or other derogatory language toward students or public will not be allowed.

Article 12. Responsibilities Of The District

12.1. The District shall examine the documents submitted by the Construction Manager and shall render decisions so as to avoid unreasonable delay in the process of the Construction Manager's services.

12.2. The District shall provide to the Construction Manager complete information regarding the District's requirements for the Project.

12.3. The District shall retain design professional(s) whose services, duties and responsibilities shall be described in written agreement(s) between the District and design professional(s).

12.4. The District shall, in a timely manner, and with Construction Manager's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to Construction Manager's and/or the design professional(s) duties to recommend or provide same.

12.5. The District, its representatives, and consultants shall communicate with the contractor either directly or through the Construction Manager.

12.6. During the Construction Phase of the Project, the District may require that the contractors submit all notices and communication relating to the Project directly to the Construction Manager.

12.7. The District shall designate an officer, employee and/or other authorized representatives to act on the District's behalf with respect to the Project. The District's representative for the Project shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

Article 13. Liability Of District

13.1. Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

13.2. Any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays of Construction Manager in its performance hereunder, shall be paid to District by Construction Manager as provided for herein and/or under California law.

13.3. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Construction Manager, or by its employees, even though such equipment be furnished or loaned to Construction Manager by District.

13.4. The Construction Manager hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. Construction Manager agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverage by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by Construction Manager's insurance company on behalf of the District.

Article 14. Insurance

14.1. Construction Manager shall procure prior to commencement of the work of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Construction Manager, their agents, representatives, employees and sub-consultant(s).

14.2. **Minimum Scope and limits of Insurance**: Coverage shall be at least as broad as the following scopes and limits:

14.2.1. **Commercial General Liability.** One million dollars

($1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

14.2.2. **Commercial Automobile Liability, Any Auto**. One million dollars ($1,000,000) per accident for bodily injury and property damage.

14.2.3. **Workers' Compensation**. Statutory limits required by the State of California and

14.2.4. **Employer's Liability**. One million dollars ($1,000,000) per accident for bodily injury or disease.

14.2.5. **Professional Liability**. This insurance shall cover the Construction Manager and his/her sub-consultant(s) ~~for Two million dollars ($2,000,000)~~ aggregate limit subject to no more than twenty five thousand dollars ($25,000) per claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.

WE $500,000.00 PER: RFQ-P

14.3. The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

14.4. **Deductibles and Self-Insured Retention**: Any deductibles or self-insured retention exceeding $25,000 must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or the Construction Manager shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

14.5. **Other Insurance Provisions**: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

14.5.1. All policies except for the professional insurance policy shall

be written on an occurrence form

14.5.2. The District, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Construction Manager; instruments of service and completed operations of the Construction Manager; premises owned, occupied or used by the Construction Manager; or automobiles owned, leased, hired or borrowed by the Construction Manager. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

14.5.3. For any claims related to this project, the Construction Manager's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Construction Manager's insurance and shall not contribute with it.

14.5.4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

14.5.5. The Construction Manager's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

14.5.6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

14.6. **Acceptability of Insurers**: Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII.

14.7. **Verification of Coverage**: Construction Manager shall furnish the District with:

14.7.1. Certificates of insurance showing maintenance of the required insurance coverage;

14.7.2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.

Article 15. Nondiscrimination

Construction Manager agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical disability, sex, or sexual orientation of such person. Construction Manager shall comply with any and all regulations and laws governing nondiscrimination in employment.

Article 16. Covenant Against Contingent Fees

Construction Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Construction Manager, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Construction Manager, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Construction Manager shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Construction Manager specifically acknowledges that in entering this Agreement, Construction Manager relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment Of Agreement

In as much as this Agreement is intended to secure the specialized services of the Construction Manager, Construction Manager may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or

sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Construction Manager and any such assignment, transfer, delegation or sublease without Construction Manager's prior written consent shall be considered null and void.

Article 19. Law, Venue

19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

19.2. The county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to by all Parties.

Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 22. Employment Status

22.1. Construction Manager shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Construction Manager performs the services which are the subject matter of this Agreement; provided always, however, that the services to be provided by Construction Manager shall be provided in a manner consistent with all applicable standards and regulations governing such services.

22.2. Construction Manager understands and agrees that the Construction Manager's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.

22.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Construction Manager is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Construction Manager which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.

22.4. Should a relevant taxing authority determine a liability for past services performed by Construction Manager for District, upon notification of such fact by District, Construction Manager shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Construction Manager under this Agreement (again, offsetting any amounts already paid by Construction Manager which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Construction Manager shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Construction Manager is an employee for any other purpose, then Construction Manager agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Construction Manager was not an employee.

22.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 23. Warranty Of Construction Manager

23.1. Construction Manager warrants that the Construction Manager is properly licensed and/or certified under the laws and regulations of the State of California to provide all the services that it has herein agreed to perform.

23.2. Construction Manager certifies that it is aware of the provisions of the Labor Code of the State of California, that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the work of this Agreement.

23.3. Construction Manager certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Construction Manager is performing work as part of an applicable "public works" or "maintenance" project, and since the total compensation is $1,000 or more, the Construction Manager agrees to fully comply with and to require its sub-consultant(s) to fully comply with all applicable prevailing wage requirements of the California Labor Code.

Article 24. Cost Disclosure - Documents And Written Reports

Construction Manager shall be responsible for compliance with California Government Code section 7550, if the total cost of the contract is over five thousand dollars ($5,000).

Communications / Notice

If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for

If to District:	**If to Construction Manager:**
Capistrano Unified School District Education Center Attention: Randy Rowles, Executive Director, Facilities & Plant Operations 33122 Valle Road San Juan Capistrano, CA 92675	Walt Eden, President Edenco, Inc. 2906 La Ventana San Clemente, CA 92672
Telephone: (949) 234-9436 Facsimile: (949) 493-4083 e-mail: tfluent@capousd.org	Telephone: (949) 874-9170 Facsimile: e-mail: wseden@cox.net

The Construction Manager and the District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Article 25. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the Act). This Project may use funds allocated under the Act. Therefore, to the extent feasible, the Construction Manager shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the contract, and documentation demonstrating the Construction Manager's good faith efforts to meet these goals.

Article 26. Other Provisions

26.1. The Construction Manager shall be responsible for the cost of construction change orders caused directly by the Construction Manager's willful misconduct or negligent acts, errors or omissions.

Without limiting Construction Manager's liability for indirect or consequential cost impacts, the direct costs for which the Construction Manager shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared construction documents.

26.2. Neither the District's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Construction Manager shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Construction Manager's failure to perform any of the services furnished under this Agreement to the standard of care of the Construction Manager for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for California school districts at or around the same time and in or around the same geographic area of the District.

26.3. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

Dated: 11/3, 2010

Capistrano Unified School District

By: T Fluent

Print Name: Terry Fluent

Print Title: Director, Purchasing

Dated: NOVEMBER 1, 2010

Edenco, Inc.

By: W Eden

Print Name: Walt Eden

Print Title: President

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

1.	BASIC SERVICES	A-1
2.	GENERAL PROGRAM SERVICES	A-3
3.	PRECONSTRUCTION PHASE	A-4
4.	PRE-BID PHASE	A-6
5.	BIDDING PHASE	A-6
6.	CONSTRUCTION PHASE	A-6
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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

Construction Manager shall provide professional services necessary for completing the following on an as-needed basis to be determined by the District:

1. BASIC SERVICES

1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.

1.2. Advise the District as to the regulatory agencies that have jurisdiction over the project(s), and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation the Division of the State Architect.

1.3. Contract for or employ, at Construction Manager's expense, sub-consultant(s) to the extent deemed necessary for Construction Manager's Services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the Construction Manager under terms of this Agreement.

1.4. Cooperate with other professionals employed by the District for the design, coordination or management of other work related to the Project.

1.5. Chair, conduct and take minutes of periodic meetings between the District and its design professional(s) of the Site Committee meetings and of construction meetings during the course of the Project. Construction Manager shall invite the District and/or its representative to participate in these meetings. Construction Manager shall keep meeting minutes to document comments generated in these meetings, but shall not be responsible for analyzing design issues raised in said meetings.

1.6. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by Construction Manager under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to Construction Manager. Construction Manager shall, without additional compensation, correct or revise any errors or omissions in materials it generates.

1.7. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the

District and/or its representative for inclusion in the overall Project documentation.

1.8. At the request of the District, develop a Management Information System ("MIS") to assist in establishing communications between the District, Construction Manager, design professional(s), construction contractor(s) and other parties on the Project. In developing the MIS, the Construction Manager shall interview the District's key personnel and others in order to determine the type of information to be managed and reported, the reporting format, the desired frequency for distribution of the various reports, the degree of accessibility by potential users, and the security protocol for the system.

1.9. Coordinate transmittal of documents to regulatory agencies for review and shall advise the District of potential problems in completion of such reviews.

1.10. Prepare a bidders list for each bid package for approval by the District.

1.11. Assist the District in pre-qualifying bidders if prequalification is permitted by the District. This service shall include the following:

1.11.1. Preparation and distribution of prequalification questionnaires;

1.11.2. Receiving and analyzing completed questionnaires;

1.11.3. Interviewing possible bidders, bonding agents and financial institutions; and

1.11.4. Preparing recommendations for the District.

1.12. Conduct a telephonic and correspondence campaign to attempt to increase interest among qualified bidders.

1.13. Assist the District in preparing and placing notices and advertisements to solicit bids for the Project.

1.14. Coordinate the delivery of Bid Documents to the bidders. The District shall obtain the District-approved Contract Documents from the design professional(s) and the Construction Manager shall arrange for printing, binding, wrapping, and delivery to the bidders. The Construction Manager shall not be responsible for the cost of printing Bid Documents. The Construction Manager shall maintain a list of bidders receiving Contract Documents.

1.15. Prepare an estimate of costs for all addenda and shall submit the estimate to the District for approval. The Construction Cost Estimate and other Project costs shall be adjusted as indicated in the Agreement.

1.16. Provide and maintain a management team on the Project site(s).

1.17. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.

1.18. Cooperate and coordinate with the persons responsible for operation of the District's labor compliance program, if applicable.

1.19. Comply with any storm water management program that is approved by the District and applicable to the Project, at no additional cost to the District.

1.20. Ensure that all Project contractor(s), Project sub-contractor(s) and Construction Manager's sub-consultant(s) comply with any District-approved storm water management program that is applicable to the Project, at no additional cost to the District.

1.21. Provide direction and planning to ensure Project adherence to applicable environmental requirements such as those emanating from the Environmental Protection Agency (EPA), Cal/EPA, the California Environmental Quality Act ("CEQA"), Air Quality Management District and State of California and Regional Water Quality Control Board laws, regulations and rules. The Construction Manager shall comply with, and ensure that all contractors and their subcontractors and Design Professionals and their sub-consultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

1.22. Construction Manager is NOT responsible for:

1.22.1. Ground contamination or hazardous material analysis.

1.22.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.

1.22.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Construction Manager agrees to coordinate its work with that of any CEQA consultants retained by the District, and to provide current information for use in CEQA compliance documents.

1.22.4. Historical significance report.

1.22.5. Soils investigation.

1.22.6. Geotechnical hazard report.

1.22.7. Topographic survey, including utility locating services.

1.22.8. Other items specifically designated as the District's responsibilities under this Agreement.

1.22.9. As-built documentation from previous construction projects.

2. GENERAL PROGRAM SERVICES

2.1. **General**: Monitor and advise the District as to all material developments in the Project. Construction Manager shall develop and implement with the District approval reporting methods for schedules, cost and budget status, and projections for each project in the District's construction program ("Program"). The Construction Manager shall be the focal point of all communication to and from construction contractor(s) and shall be copied on all communications between the District and its design professional(s).

2.2. **Scheduling**: Prepare methods to track and report on schedule status for each project and for the overall Program. The Construction Manager shall develop master schedules and milestone schedules for each project, and shall report on same each month to the District.

2.3. **Cost Controls**: Prepare and implement methods to budget and track all expenditures on each Project. The Construction Manager shall generate monthly reports to the District reflecting this information.

2.4. **Communications to Board**: The Construction Manager may be required to attend each monthly meeting of the District's Board of Education, and to provide updates at each meeting.

3. PRECONSTRUCTION PHASE

3.1. Provide overall coordination of the Project; serve as the focal point of communication, transmitting information to the District and Project team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the construction contractor(s) to the District and Project design team shall be through the Construction Manager. The Construction Manager shall receive simultaneous copies of all written communications from the District or the Project design team to the construction contractor(s).

3.2. Develop and implement District-approved implementation procedures, forms, and reporting requirements for the Project that involve all members of the Project teams, including the District, design professional(s), and construction contractor(s).

3.3. Provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the Design Documents and shall be coordinated with the District's design guidelines and design professional(s). The Construction Manager will prepare a value engineering report will document the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The Construction Manager shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.

3.4. Perform or subcontract for constructability reviews of each Project at the Design Development Phase and at 90% Construction Documents. The Construction Manager shall review the Design Documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The Construction Manager shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, construction duration and separation of the contracts for various portions of the Project into categories of the work and separate bid trade packages. However, the Construction Manager is not responsible for providing, nor does the Construction Manager control, the Project design or the contents of the Design Documents. The Construction Manager's actions in reviewing the Project design and the Design Documents and in making recommendations as provided herein are advisory only to the District. The design professional(s) are not third party beneficiaries of the Construction Manager's work described in this paragraph and the design professional(s) remains solely responsible for the contents of design drawings and the Design Documents.

3.5. Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District. Construction Manager shall review and approve construction contractor(s)' schedules, but shall not dictate any construction contractor(s)' means and/or methods of performance.

3.6. Establish schedules for the soils consultant, for any hazardous materials testing and other consultants, and review costs, estimates, and invoices of each.

3.7. Develop and implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress and identifying and documenting problems and solutions for the Project. The system will allow for monthly progress reports to the District regarding the schedule for the Project.

3.8. Organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, the Construction Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.

3.9. Attend all planning, programming and master site planning meetings relating to the Project.

3.10. Provide updated cost estimates for the Project at the Schematic Design, Design Development, and Construction Documents Phase as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.

3.11. Advise District regarding "green building" technology and lifecycle costing, when applicable.

4. PRE-BID PHASE

4.1. Develop a master schedule and a construction milestone schedule for the Project.

4.2. Construction Manager shall in consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.

4.3. Work with the design professional(s) to modify or add to standard, special, or general conditions for Contract Documents that might be needed for unique Project or bid package conditions, for the District's approval.

4.4. Work with the design professional(s) to separate the Construction Phase for the Project into bid packages.

5. BIDDING PHASE

5.1. Conduct pre-bid conferences to familiarize bidders with the bidding documents, and any special systems, materials or methods and with Project procedures. Field questions from bidders, referring questions to design professional(s) and District as required. Coordinate with design professional(s)' to respond to bidder questions by addenda.

5.2. Prepare bid analyses and advise the District on compliance of bidders with District requirements and bid requirements. Report and recommend to the District after review and evaluation. Make recommendations to the District for prequalification of bidders and award of contracts or rejection of bids.

5.3. Conduct pre-award conferences with successful bidders.

5.4. Schedule and conduct preconstruction meetings. Maintain, prepare, and distribute minutes.

6. CONSTRUCTION PHASE

6.1. Administer the construction contract(s).

6.2. Monitor the construction contractor(s) to verify that tools, equipment, and labor are furnished and work performed and completed within the time as required or indicated by the plans and specifications, under the direction and to the satisfaction of the District. The Construction Manager expressly agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management. The

Construction Manager shall not, however, be responsible for directing construction contractor(s)' means and methods.

6.3. Coordinate work of the construction contractor(s) and effectively manage the project to achieve the District's objectives in relation to cost, time and quality. Construction Manager shall not, however, be responsible for directing construction contractor(s)' means and methods.

6.4. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction contractor(s), and design professional(s).

6.5. Ensure that construction contractor(s) provide construction schedules as required by their construction contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. The Construction Manager shall review construction contractor(s)' construction schedules for conformity with the requirements of the construction contract(s) and conformity with the overall schedule for the Project. Where construction contractor(s)' construction schedules do not so conform, the Construction Manager will take appropriate measures to secure compliance, subject to District approval.

6.6. Ensure construction contractor(s)' compliance with the requirements of their respective construction contracts for updating, revising, and other obligations relative to their respective construction schedules. The Construction Manager shall incorporate construction contractor(s)' construction schedule updates and revisions into the Project construction schedule.

6.7. Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when contractor(s) fails to fulfill contractual requirements.

6.8. The Construction Manager may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The Construction Manager shall provide to the design professional(s) and the District copies of these authorizations.

6.9. Develop, implement, and coordinate with assistance from the District, the design professional(s), and the Project Inspector(s) ("Inspector"), procedures for the submittal, review, verification and processing of applications by contractor(s) for progress and final payments for all construction contracts.

6.10. Verify that safety programs are developed and submitted by each of the construction contractor(s) as required by the contract(s). Neither Construction Manager nor District shall be responsible for or have any liability for contractor(s) failure to provide, comply with, or enforce said safety programs.

6.11. Record the progress of the Project by a daily log.

6.12. Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to Construction Manager.

6.13. Negotiate contractor's proposals and review change orders prepared by design professional(s), with design professional(s)' input as needed, for approval by the District's governing board.

6.14. Maintain a change order log for the Project and implement procedures to expedite processing of change orders.

6.15. Implement procedures for issues identification and resolution of actual or potential claims of construction contractor(s) and take actions to mitigate all claims against the District and attempt to eliminate and/or settle all claims.

6.16. Assist the District in selecting and retaining special consultants and testing laboratories and coordinate their services.

6.17. In conjunction with the Inspector and the design professional(s), monitor work of the construction contractor(s) to determine that the work is being performed in accordance with the requirements of the respective Construction Documents. As appropriate, with assistance of design professional(s) and the Inspector, make recommendations to the District regarding special inspection or testing of work that is not in accordance with the provisions of the Contract Documents.

6.17.1. To guard District against defects in the work of the construction contractor(s), the Construction Manager shall establish and implement a quality control program to monitor the quality and workmanship of construction for conformity with:

6.17.1.1. Accepted industry standards;

6.17.1.2. Applicable laws, rules, or ordinances; and

6.17.1.3. The Design Documents and Contract Documents;

6.17.2. Where the work of a construction contractor does not conform as set forth above, the Construction Manager shall, with the input of design professional(s):

6.17.2.1. Notify the District of any non-conforming work observed by the Construction Manager;

6.17.2.2. Reject the non-conforming work; and

6.17.2.3. Take any and all action(s) necessary to compel the construction contractor(s) to correct the work.

6.18. Maintain logs of requests for information ("RFI") from construction contractor(s), based on information obtained from the design professional(s).

6.19. Establish and implement procedures, in collaboration with the District and design professional(s), for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction contractor(s) to the design professional(s) for review and approval. Maintain submittal and shop drawing logs.

6.20. Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.

6.21. Prepare and distribute monthly project status reports for each active project and the Program, including updates on project activities, progress of work, outstanding issues, potential problems, schedule, and status of RFIs, change orders, and submittals.

6.22. Maintain at the Project site and, if necessary, at the Construction Manager's office, a current copy of all approved documents, drawings, specifications, addenda, change orders and other modifications, and drawings marked by the construction contractor(s) to record all changes made during construction. These shall include shop drawings, product data, samples, submittals, applicable handbooks, maintenance and operating manuals and instructions, and other related documents and revisions which are relevant to the contract work. Maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction contractor(s). At the completion of the Project, deliver all such records to District. Construction contractor(s) and design professional(s) share responsibility to prepare "Record Drawings" and "As-Built" documents.

7. PROJECT COMPLETION

7.1. The Construction Manager shall observe, with the District's maintenance personnel, the construction contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The Construction Manager shall maintain records of start-up and testing as provided by the construction contractor(s) and shall ensure the District of compliance with applicable provisions of the contract(s), that all work has been performed and accepted, and that all systems are complete and operative.

7.2. At the punch list phase of the Project or designated portions thereof, the Construction Manager, in consultation with the Architect(s) and Inspector, shall ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the Contract Documents ("punch list work") and a schedule for the completion of the punch list work. The Construction Manager shall provide this list to the construction contractor(s). The Construction Manager shall coordinate construction contractor(s)' performance and completion of punch list work. The Construction Manager shall review, with the Architect(s) and District, the completed punch list work. The Construction Manager shall ensure, with input of the Architect(s), that the completed punch list work complies with applicable provisions of the construction contract(s).

7.3. The Construction Manager shall determine, with the Architect(s) and District, when the Project or designated portions thereof are complete.

7.4. The Construction Manager shall conduct, with the Architect(s) and District, final inspections of the Project or designated portions thereof. The Construction Manager shall notify the District of final completion.

7.5. The Construction Manager shall consult with the Architect(s), Inspector and District and shall determine when the Project and the construction contractor(s)' work are finally completed. The Construction Manager shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the contractor(s).

8. FINAL DOCUMENTS

The Construction Manager shall review and monitor all as-built drawings, maintenance and operations manuals, and other closeout documents to be sure that all required documents meeting contract requirements are provided, and shall secure and transmit to the District those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the project.

9. WARRANTY

The Construction Manager shall implement a Warranty Inspection and Warranty Work procedure that all contractors are to follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven (11) months after Project completion to inspect the Project and identify any outstanding warranty work.

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to this Agreement shall be performed by Construction Manager if needed and requested by District as indicated in the Agreement:

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.

2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.

3. Providing services made necessary by the default of contractor(s), or by major defects or deficiencies in the work of the contractor, or by failure of performance of the District's consultants, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of completion of work on the project involved.

4. The selection, layout, procurement or specification at the District's request of movable furniture, furnishings, equipment or other articles that is not included in the Contract Documents.

5. Providing surveys relative to future facilities, systems or equipment which are not intended to be constructed during the Construction Phase.

6. Preparation of applications and supporting documents for governmental grants and permits other than as required in this Agreement.

7. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District.

8. Providing coordination of Services or providing services related to Services performed by the District's own forces.

9. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of Construction Manager or where the Construction Manager is party thereto, except for a contractor's hearing necessitated by its request to substitute a subcontractor.

10. Performing technical inspection and testing.

11. Providing additional construction administration services necessitated by changes in the design professional(s)' firm or key personnel.

12. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted scope of program or project management practice.

The rates identified in the Fee Schedule attached to **Exhibit "D"** include overhead, administrative cost and profit and shall be utilized in arriving at the fee for Extra Services.

Exhibit C Schedule of Work

APPROVED SCHEDULES FOR:

San Juan Hills H.S. - Aquatic Center

Capistrano Valley H.S. - Performing Arts Center

Data Date : 10/10/10 (Revision)

Item No.	Activity Description	Proposed Schedule	
		San Juan Hillls- Pool $4 MM	Capo Valley - P.A.C. $13 MM
1	Initial Bids Due	7/22/10	10/7/10
2	District Action	District Rejected All Bids - 9/28/10	District Cancelled Bidding - 10/5/10
3	Constructability - Phase I	10/1/10	11/1/10
4	Constructability - Phase II Front End Document Review - Site Logistics & Accessibility, Scheduling, Doc. Control, Change Manage. (W.O.), etc.	10/31/10 Arch. Starts 10/18/10 (2 Mos.)	12/1/10 Arch. Starts 11/15/10 (4 Mos.)
5	Deadline to Agendize Re-Bid for Board	11/15/10	2/14/11
6	Board Action Approval to Re-Bid	12/7/10	3/8/11
7	Architect Incorporates Construt. Comments	12/15/10	3/15/11
8	Re- Bid Commences	12/15/10 (1Mon.)	3/21/11 (5 Wks.)
9	Re- Bids Due	1/20/11 (1 Mon.)	4/28/11 (1 Mon.)
10	Board Awards Contract	2/22/11 (3 Wks.)	5/24/11 (5 Wks.)
11	Commence Construction	**3/14/11** (8Mos.)	**6/27/11** Last Day of School (18 Mos.)
12	Finish Construction	**11/11/11** (1 Mon.)	**1/3/13** First Day of Spring Semester (3 Mos.)
13	"Test & Adjust" Completed	12/16/11	3/28/13
14	Turnover to District	1/2/12	4/1/13
15	Grand Opening	1/16/12 to 1/27/12	5/1/13 to 5/17/13
12	Commencement of 2012 Swim Season	2/1/12 to 2/5/12	Not Applicable
13	"End of Year" Senior Performances	Not Applicable	5/20/13 to 5/31/13

EXHIBIT "D"
FEE SCHEDULE

Compensation

1. The Construction Manager's fee set forth in this Agreement shall be full compensation for all of Construction Manager's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**

2. The amount of compensation shall the amount set forth in the Agreement, including all billed expenses, without advance written approval of the District.

Method of Payment

1. Construction Manager shall submit monthly invoices on a form and in the format approved by the District.

2. Construction Manager shall submit these invoices in duplicate to the District via the District's authorized representative.

3. Construction Manager shall submit to District on a monthly basis documentation showing proof that payments were made to his/her/its sub-consultants.

4. Upon receipt and approval of Construction Manager's invoices, the District agrees to make payments on all undisputed amounts within sixty (60) days of receipt of the invoice.

Hourly Rates

1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. Construction Manager shall bill in quarter-hour increments for all Extra Services.

Job Title	Hourly Rate
Principal In Charge:	$_____.00
Project Director:	$_____.00
Construction Manager (s):	$____155.00
Assistant Construction Manager	$_____.00
Other	
Other	
Other	

2. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed ten percent (10%).

LIMITED USE LICENSE
Capistrano Unified School District
Arroyo Vista School
(July, 2009 Version)

This Limited Use License (the "License") is made this **26th** day of **June, 20012**, by and between RANCHO SANTA MARGARITA LANDSCAPE AND RECREATION CORPORATION, a California Non-profit Mutual Benefit Corporation, (hereinafter "SAMLARC") and the CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter "DISTRICT"). As used herein, DISTRICT shall include the School District, its Governing Board, employees (both full and part time), volunteers, students and/or invitees.

RECITALS

A. SAMLARC is the owner of certain real property located in the County of Orange, State of California, described as Lot 4, Tract No. 13084, as per map filed in Book 618, Pages 43-48, inclusive of Miscellaneous Maps, located in the Official Records of the County of Orange (hereinafter the "Park") and more commonly known as Arroyo Vista Park (See Exhibit "A").

B. The Park is located within a planned community known as Rancho Santa Margarita and is maintained by SAMLARC. Members of the planned community pay monthly assessments to SAMLARC which are used in part for the upkeep, repair, improvements and maintenance of the Park.

C. The members and property of SAMLARC (including the Park) are subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on April 24, 1986, as Instrument No. 86-162928 in the office of the Orange County Recorder (hereinafter "Declaration"). The Declaration provides that SAMLARC has the authority and the duty to maintain and manage the Park.

D. DISTRICT which defines "Elementary School" as Kindergarten through Fifth Grade, owns and operates an Elementary School, known as Arroyo Vista Elementary School ("School") adjacent to the Park. DISTRICT is desirous of utilizing the Park for limited Elementary School related Activities as set forth on Exhibit "B".

E. SAMLARC is willing to grant DISTRICT the right to use that portion of the Park shown on Exhibit "C" for limited Elementary School (K-5) related Activities, in accordance with the terms of this License.

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THEREFORE, in order to provide limited access and use of the Park for Elementary School related Activities by DISTRICT and to establish the mechanism and procedures for the DISTRICT to pay a fair and reasonable expense associated with its use of the Park,

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1.00 Recitals Incorporated. The above RECITALS are an integral part of the License and are incorporated herein by this reference.

1.01 DISTRICT License to Enter and Use the Park. SAMLARC hereby grants to DISTRICT a non-exclusive license to enter upon and use, as limited and described herein the area of the Park shown on Exhibit "C", for the limited activity purposes set forth herein and for no other purpose, subject to DISTRICT's strict compliance with all the terms of this License; provided, that DISTRICT's use of the Park shall not unreasonably interfere with the reasonable use and enjoyment thereof by SAMLARC or any persons claiming the right to use the Park through, by or under SAMLARC. All such use of the Park pursuant to this License shall also be in accord with the Detailed Use Guidelines as shown on Exhibit "D" instituted by SAMLARC.

1.02 Purpose of DISTRICT License Use. It is hereby understood and agreed that DISTRICT shall have the limited right to enter upon and use the Park, for Elementary School related Activities, as shown and described on Exhibit "B", which are compatible and consistent with the improvements located upon those areas of the Park shown on Exhibit "C". Such use shall not include Physical Education classes, team sports practice and/or games, whether intramural or interschool, or any special events beyond those shown on Exhibit "B" without the prior written approval of SAMLARC.

1.03 Limitations on DISTRICT Right to Enter and Use. The limited rights of entry and use granted by this License to DISTRICT are: (a) limited to the specific purposes provided for herein; and (b) non-exclusive to the extent that other persons also have or will acquire non-exclusive rights for the use and enjoyment of the Park; (c) shall occur during the hours of 8:00 a.m. to 2:00 p.m. on Regular School Days only as described in Section 4.01 hereinbelow; and, (d) conditioned upon the obligation of DISTRICT to inspect the area(s) of the Park to be used by the Elementary School, prior to every use, to assure its suitability for such use. For purposes of this License, "Regular School Days" shall mean only those days when classes are held during the normal school year. "Regular School Days" shall not include: Federal and State holidays; in-service days; nor summer, winter or other vacation or break days. SAMLARC, except as otherwise specifically set forth herein, shall continue to exclusively control the management, improvements, maintenance, repair and restoration of the Park, which include the right to temporarily restrict access to the Park by DISTRICT, in the reasonable performance of such activities.

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1.03.1 Nuisance. No activity within the Park allowed/sponsored/supported by DISTRICT, whether supervised by DISTRICT or not, may be or become a nuisance to other Park users, neighboring property owners or SAMLARC.

1.03.2 Vehicles. No vehicle access on, upon, over or into the Park is granted to DISTRICT by this License.

1.03.3 Animals. No right or permission to bring an animal or animals of any kind or type, on, upon, over or into the Park is granted to DISTRICT by this License.

1.03.4 Construction. No right or permission to construct, install, or erect any structure, device or other item, regardless of size, use or function, whether temporary or permanent on, upon, over or in the Park is granted to DISTRICT by this License.

1.04 Management. SAMLARC will retain the exclusive right to make management decisions concerning the use of the Park. This management right will include the right to establish, amend, implement and enforce reasonable rules and regulations for the use of the Park by its own members of the planned community, and DISTRICT. This management right includes but is not limited to the right to establish the level of maintenance of the Park.

2.01 Term. This License shall begin **September 5, 2012** and end on **June 19, 2013**. SAMLARC covenants and agrees not to sooner terminate the license granted hereby prior to the ending date specified herein provided DISTRICT has complied and continues to comply with all of the terms of this License, and is not in default under any of the terms and conditions hereof.

3.01 (Intentionally Left Blank)

3.02 Sharing of Expenses. DISTRICT hereby promises, covenants, agrees and commits to pay to SAMLARC the following expenses as a portion of the consideration for the grant of this license:

(a) A proportion of the annual costs and expense of operation and maintenance of the Park. This proportion of the cost will represent a share of the normal and regular operation, maintenance and repair expenses incurred by SAMLARC relative to the Park. These expenses specifically include the cost of operation and maintenance and repair of the DISTRICT use area shown on Exhibit "C" which are part of the license granted to DISTRICT. During the term of this License the amount of these normal costs and expenses payable by DISTRICT is agreed to be **$5,000.**

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(b) During the term of this License, DISTRICT shall be responsible for and pay any extraordinary expenses incurred and/or for any abnormal damage done to the Park by DISTRICT beyond the normal wear and tear experienced from everyday use by members of the planned community. In determining the nature and the extent of any abnormal damage to the Park, SAMLARC's landscape contractor whose services are utilized by SAMLARC, shall make the final decision in determining the nature and extent of the abnormal damage. Any and all repair work occasioned by abnormal damage done to the Park by DISTRICT shall be done by SAMLARC's landscape contractor and shall be billed to DISTRICT. DISTRICT shall pay such billing within thirty (30) days of receipt.

(c) Such other expenses and costs as are mutually agreed upon in writing from time to time by SAMLARC and DISTRICT.

3.03 Payment Schedule Period. For this term, the DISTRICT share of annual costs and expenses under this License shall be billed to DISTRICT. Payment in full shall be due no later than **December 1, 2012**.

3.04 Late Charges and Interest. Any payment due hereunder which is paid more than fifteen (15) days after the due date, shall be subject to a 15% late charge which shall be due when levied. Additionally, any payment, including late charges, which is not paid within thirty (30) days of its due date shall be subject to interest at the rate of 12% per annum from the 30th day until the amount shall be paid in full.

3.05 Eliminating Damage to the Park. When an activity of DISTRICT is causing excessive damage to the Park, DISTRICT shall, at the written request of SAMLARC, discontinue such activity. In the alternative, DISTRICT may within thirty (30) days of any such request to discontinue by SAMLARC provide sufficient cash to repair the existing damage and to periodically repair the damage caused by the activity complained of together with a discontinuance of the activity periodically for a sufficient length of time for the repairs to be made by SAMLARC to the damaged areas of the Park. The amount of such cash and the frequency of such repairs shall be set by SAMLARC. SAMLARC agrees to give DISTRICT five (5) days written notice of such repair work and the need for DISTRICT to discontinue use of a portion of the Park prior to the repair commencing. Notwithstanding the above, should an emergency arise which requires immediate repair and/or restoration SAMLARC may make such repair and/or restoration with shorter notice or no notice at all to DISTRICT prior to commencing the repairs. SAMLARC agrees to use its best efforts to accommodate the School schedule in making such repairs.

4.01 Priority of Use. During all Regular School Days, and so long as DISTRICT is current in the payment of its obligations under this License and not otherwise in breach of this License, DISTRICT shall be entitled to a priority of use of the Park for the limited Elementary

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School related Activities, as shown and described on Exhibit "B", during the within specified times: 8:00 a.m. – 2:00 p.m., Monday through Friday, on Regular School Days. The District shall incorporate the Elementary School related Activities on the list of activities in the Monthly Calendar of Use specifying thereon the date, time and activity.

For purposes of this License, "Priority of Use" shall mean that:

(a) SAMLARC will not on Regular School Days schedule nor allow any other individual and/or group to reserve use of the Park as described in Sections 1.01 and 4.01 hereinabove as available for DISTRICT use, during the specified times set out in this Section; and,

(b) SAMLARC may notify the members of the planned community in writing of the times of the DISTRICT use of the Park and advise its members that DISTRICT is entitled to a priority of use. Such written notice need not be a direct mail notification to the owners/residents but may be included in the SAMLARC newsletter or on the SAMLARC website.

(c) It is understood and agreed that no use of the Park by DISTRICT shall change the ownership or nature of the Park to school property.

This language shall not require nor imply that SAMLARC can, nor will, patrol the Park nor remove its members, who may also be using the Park during DISTRICT's priority of use. DISTRICT shall have no right to use the Park for any purpose other than those Elementary School related Activities as shown and described on Exhibit "B", nor outside the Regular School Days and the times specifically provided herein unless they have secured the prior written consent from SAMLARC for a special event.

5.01 Special Events. Should DISTRICT desire to utilize the Park outside the Regular School Days and times specified herein, for a special event and/or in preparation for a special event, which is not listed on Exhibit "B" and which will necessitate the exclusive or priority use of the Park by DISTRICT in preparation and/or in the holding of the special event, then DISTRICT must secure the issuance of a Facilities Use Permit from SAMLARC for such extra use. If a Facilities Use Permit is issued/granted by SAMLARC, the provisions of this License will apply to such special event and/or preparation for a special event.

All special events and/or additional charges for the preparation for and/or the holding of the special event shall be set forth in the written permission granted by SAMLARC to DISTRICT and shall be due and payable prior to holding of the special event. The utilization of the Park by DISTRICT for the preparation and/or the holding, of any such special event, shall be DISTRICT's agreement to the payment of the special event charge and an acknowledgment of its reasonableness.

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6.01 Capital Improvements to Park. Should DISTRICT desire to make any capital improvements to the Park, DISTRICT may do so only after having secured the prior written consent of the Board of Directors of SAMLARC. All expenses associated with the capital improvement must be borne by DISTRICT exclusively unless SAMLARC agrees to share in the expense. Any such agreement to share in the expense for a capital improvement desired by DISTRICT must be in writing and signed by SAMLARC.

6.02 Limitation on Repairs. DISTRICT shall make no repair(s) to the Park without the prior written consent of SAMLARC except and unless such repairs are of an emergency nature.

7.01 Vandalism. Where vandalism occurs in, on or to the Park during the Regular School Day or during a special event the cost of the repair and restoration necessitated by the vandalism shall be borne by DISTRICT exclusively if the perpetrators are known to be employees, staff, or students of DISTRICT or their guests, invitees and/or agents. Otherwise, the cost of the repair and restoration necessitated by the vandalism shall be shared by DISTRICT and SAMLARC.

7.02 Liability Insurance. DISTRICT shall provide a policy of general liability insurance in a form, and on such terms as approved by SAMLARC.

This liability policy shall provide coverage for any property damage, bodily injury, personal injury and/or death which occurs on property of the DISTRICT and for DISTRICT'S use of the Park.

This insurance policy will be primary and non-contributory as to any SAMLARC owned policies, and SAMLARC requests the right to be notified if there is any termination, cancellation, or non-renewal of that policy.

This policy shall name SAMLARC (including all of its corporate directors, officers and volunteers) and Merit Property Management, Inc. (herein "Merit") as additional insureds. This liability policy shall not permit nor require any contribution from SAMLARC nor any SAMLARC policy of insurance which might also cover the Park. The policy limits shall be at least $3,000,000 per person, per occurrence in its limits.

7.03 Proof of Insurance. DISTRICT shall provide written evidence of current insurance to SAMLARC no later than October 1, 2012. Any insurance renewal shall meet the requirements of this License. Proof of such insurance shall be sent to SAMLARC 22342-A, Avenida Empresa, suite 102A, Rancho Santa Margarita, CA 92688.

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7.04 **Indemnification, Release, Waiver, Covenant Not to Sue; Bond.**

Claims arising from the use of the Park:

DISTRICT hereby agrees to indemnify and hold SAMLARC and its managing agent, their agents, employees, directors, officers, and volunteers free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of the negligence of DISTRICT in the use of the Park pursuant to this License. This indemnity will not extend to claims arising from the sole negligence or sole willful misconduct or gross negligence of SAMLARC.

SAMLARC hereby expressly agrees to indemnify and hold DISTRICT free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of the sole negligence, willful misconduct or gross negligence of SAMLARC in connection with the management, operation and maintenance of the Park. This indemnity will not extend to claims arising from the sole negligence or sole willful misconduct or gross negligence of DISTRICT.

DISTRICT hereby agrees to indemnify and hold SAMLARC and its managing agent, their agents, employees, directors, officers, and volunteers free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from acts and omissions of DISTRICT, its contractors, agents, employees, directors, officers and volunteers and/or conditions of DISTRICT property.

These indemnity provisions shall extend to claims occurring after this License is terminated as well as while it is in force. DISTRICT and SAMLARC agree that if any action is brought by one against the other to enforce the terms of this License, then the prevailing party in such action shall be entitled to recover from the other party thereto all reasonable attorney's fees and costs of such suit, as determined and ordered by the court.

All other claims:

SAMLARC as used in the provisions relating to indemnity, release, waiver and Covenant Not to Sue shall mean and refer to SAMLARC, its agents, representatives, contractors, advisors, insurers, servants, attorneys, managing agent (which at the time of this agreement is Merit Property Management.)

DISTRICT shall indemnify, defend and hold SAMLARC harmless from all claims, actions, damages, to the fullest extent possible arising out of, relating to or in any manner connected with the DISTICT'S property (including but not limited to DISTRICT'S ownership, control or possession), operations, contracts, and functions.

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The DISTRICT shall timely advance and pay all fees and costs including expenses of investigations, experts, witnesses, service of process, court reporter, and filing fees, and all attorney fees as they are submitted by SAMLARC. SAMLARC shall have the right without consulting DISTRICT to engage any witnesses, experts, inspectors, consultants, and attorneys, legal assistants, and legal professionals SAMLARC in its sole discretion determines to be necessary and on terms and conditions as SAMLARC shall decide and agree in its sole discretion in order to defend, represent, protect, advise, and consult with SAMLARC arising out of, relating to or in any manner connected with the indemnity, and defense of SAMLARC as provided herein.

Prior to commencement of any use by DISTRICT of the Park, DISTRICT shall name SAMLARC, its agents, and managing agent as provided herein, DISTRICT as additional insureds under the DISTRICT's liability policy. In the event DISTRICT is unable to name SAMLARC, its agents and managing agent as additional insureds under DISTRICT's liability insurance policy, DISTRICT shall pay for a liability insurance policy naming SAMLARC, its agents and managing agent as insureds on terms and conditions and in such amounts as may be acceptable to and approved by SAMLARC. DISTRICT's obligation to defend, hold harmless and indemnify SAMLARC as specified in this Limited Use License Agreement will continue and remain regardless of whether DISTRICT names SAMLARC, its agents, and managing agent as additional insureds under the DISTRICT's liability policy or whether DISTRICT pays for a liability policy insuring SAMLARC, its agents, and managing agent as specified herein.

Except as to claims arising out of the use of the Park, The DISTRICT releases SAMLARC from any and all claims, damages, actions resulting from, concerning, arising out of, related to SAMLARC's management, repair, maintenance, ownership, possession or control of property (real and personal) operations, contracts, and functions . This release applies to claims, damages or actions that arise, occur or accrue before this agreement and at all times thereafter.

Waiver of Civil Code Section 1542:

The DISTRICT hereby expressly waives all rights, claims, actions, against SAMLARC generally and under Civil Code Section 1542, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

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This general and specific waiver and release waives all claims that could possibly arise out of SAMLARC's management, repair, maintenance, ownership, possession or control of property (real and personal) operations, contracts, and functions.

Covenant Not to Sue:

The DISTRICT agrees and covenants never to sue or otherwise seek any dispute resolution process against SAMLARC for any claims, damages, actions, remedies, rights, privileges or expectations, or for any indemnity, contribution, apportionment, equitable, legal or otherwise arising out of the Districts property(including but not limited to DISTRICT'S ownership, control or possession), operations, contracts, and functions.

The DISTRICT also agrees and covenants never to sue or otherwise seek any dispute resolution process against SAMLARC for any claims, damages, actions, remedies, rights, privileges or expectations, or for any indemnity, contribution, apportionment, equitable, legal or otherwise that could possibly arise out of SAMLARC's management, repair, maintenance, ownership, possession or control of property (real and personal) and/or SAMLARC's operations, contracts, and functions.

8.01 Supervision. DISTRICT agrees to provide the same standard and level of supervision of the students within the Park as is provided within the School grounds. DISTRICT shall exercise such control as is necessary to avoid damage to the Park, its landscaping and improvements and/or injury to persons using the Park.

8.02 Rest Room Use. The Park rest rooms are to remain locked at all times and are not to be used by DISTRICT.

8.03 (a) (Intentionally Left Blank)

(b) Park Use Closure Due to Inclement Weather. SAMLARC reserves the right to close any SAMLARC field due to inclement weather. During inclement weather, DISTRICT shall be responsible for obtaining, and abiding by, the Open or Closed decision as posted on the SAMLARC "Mud Line". SAMLARC will make the final decision regarding closures, in its sole and absolute discretion.

The Mud Line number is (949) 448-6217. Park conditions will be posted on this line no later than 7:30 a.m. of the applicable Regular School Day, Monday through Friday. Conditions will be posted earlier as the nature of the inclement weather dictates.

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9.01 DISTRICT Contact Person. DISTRICT shall provide the name, address and phone number of an individual who will act as the contact person on behalf of DISTRICT. This contact person must have the authority to act and make decisions on behalf of DISTRICT for all purposes relating to the usage of the Park. The information about the contact person shall be updated as necessary by written notice to SAMLARC. The DISTRICT contact person is: **Clark Hampton, Deputy Superintendent, 33122 Valle Road, San Juan Capistrano, CA 92675-4792, (949) 234-9449**.

9.02 SAMLARC Contact Person. SAMLARC shall provide the name, address and phone number of a person for DISTRICT to contact in order to make inquires and provide information and assurances. The information about the contact person shall be updated as necessary by written notice to DISTRICT. The initial SAMLARC contact person is: **Candice Fullenkamp, Executive Director, Merit Property Management, 22342 Avenida Empresa, Suite 102-A Rancho Santa Margarita, California 92688 Direct: 949-209-5075 cfullenkamp@meritpm.com.**

9.03 Communication. In recognition of the need to resolve problems quickly and because of the proximity of the Park, the School and the homes of the SAMLARC members, DISTRICT and SAMLARC agree to promptly respond to all communications (whether written, or oral, by mail or electronic) within twenty (20) calendar days of sending by the other party. Should follow-up (whether written or oral) communication be required, such follow-up will be completed within thirty (30) calendar days of the other parties' prior communication. Both party's to this License agree to use their best efforts to resolve any problems which arise (whether related to this License or otherwise) as quickly as possible. Failure by either party to promptly communicate with one another shall be a breach of this License.

10.01 Breach. In addition to causes or reasons described hereinabove, the following shall be deemed a breach of the within License.

(a) The failure to pay any sum levied by SAMLARC within thirty (30) days of its due date;

(b) The late payment of any two billings within any twelve (12) month period. This Section is intended to include levied annual costs, expenses, late charges, and/or unpaid interest that may be late from a prior and/or subsequent License period as well as any of those which may be levied during the terms of this License.

(c) The failure by SAMLARC or DISTRICT to fulfill any non-monetary obligation and/or promise made and/or undertaken hereunder where such failure continues more than thirty (30) days after written notice thereof is given.

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(d) The failure of SAMLARC to provide priority use of that portion of the Park covered by this License.

11.01 Assignability. Neither SAMLARC nor DISTRICT may assign this License or any of the rights or obligations hereunder without the express written consent of both of the parties to this License.

11.02 Waiver of Rights and Obligations. No waiver of any right or obligation provided or required under this License, may be effective unless executed in writing by the party relinquishing the right or excusing the obligation. Any such waiver of a right or obligation under this License shall be limited to the specific right or obligation set out in the written waiver and shall not be considered to have waived any other section or sections of this License that are not specifically set forth in the written waiver.

11.03 Applicable Laws. This License shall be interpreted, construed, enforced and governed by the laws of the State of California.

11.04 Recording Not Permitted. Neither party to this License may record either this document or a purported summary of this document without the express written consent of the other.

11.05 Entire Agreement. The written expression of this License contains the entire understanding of the parties hereto with respect to this License. No statements, promises or understandings of any kind not contained herein were made to or by either of the parties thereto unless expressly set forth within this License. All exhibits which are referenced herein (Exhibits "A" through "D") are hereby incorporated into this License as though fully set forth herein.

11.06 Modification. No supplement, modification or amendment to this License may be made unless contained within a written expression of such modification, supplement or amendment signed by both of the parties to this License.

11.07 Attorney's Fees. Should it be necessary to file an action at law or in equity to interpret and/or enforce the provisions of this License, the prevailing party shall be entitled to reasonable attorney's fees together with the costs of the suit, if so ordered by the Court.

11.08 Representation of Authority. Each party hereto warrants and represents that all of the actions, steps and/or resolutions necessary to empower the signer to make and enter into this License by and on behalf of each of the parties hereto has been fully and faithfully taken so as to authorize and bind each of the respective parties to this License.

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11.09 Mediation Prior to Litigation. Each party to this License agrees that prior to any litigation brought to enforce any term of this License, the Parties will first make a reasonable attempt to mediate the dispute through non-binding mediation.

The Association:

RANCHO SANTA MARGARITA LANDSCAPE AND RECREATION CORPORATION

By: _____
Donald S. Chadd, President

By: _____
Sally Leonard, Secretary

Date: _____

Address: 22342-A, Avenida Empresa, Suite 102 – A
Rancho Santa Margarita, CA 92688
Phone: 949/209-5085
Fax: 949/589-6603
Contact Person: Candice Fullenkamp
Email: cfullenkamp@meritpm.com

The District:

Capistrano Unified School District

By: _____
Clark Hampton, Deputy Superintendent,
Business & Support Services

Date: _____

Address: 33122 Valle Road
San Juan Capistrano, CA 92675-4792
Phone: 949-234-9449
Contact Person: _____
Email: _____

Attach Exhibits A-D

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EXHIBIT A
SAMLARC/Arroyo Vista School LULA

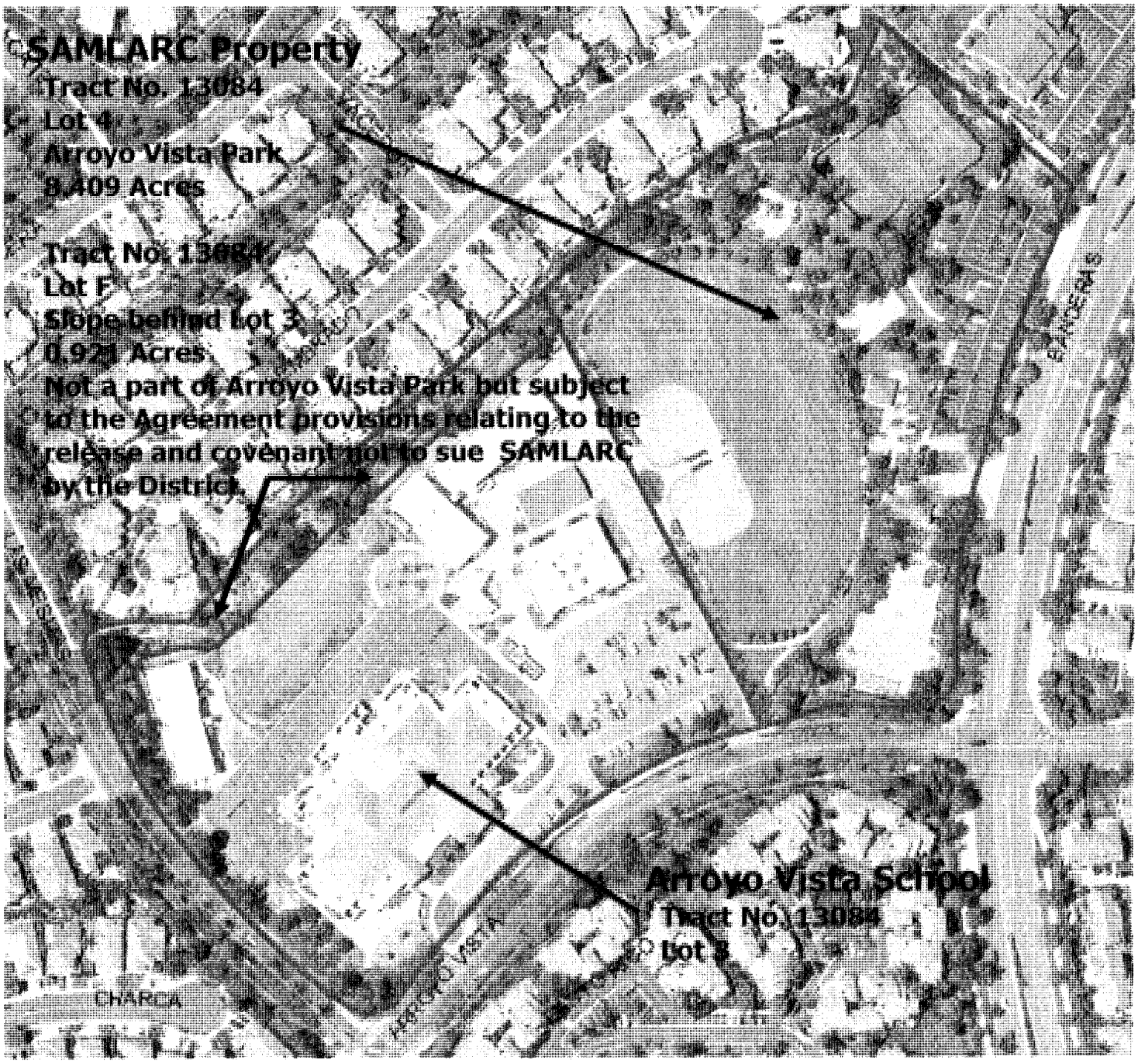
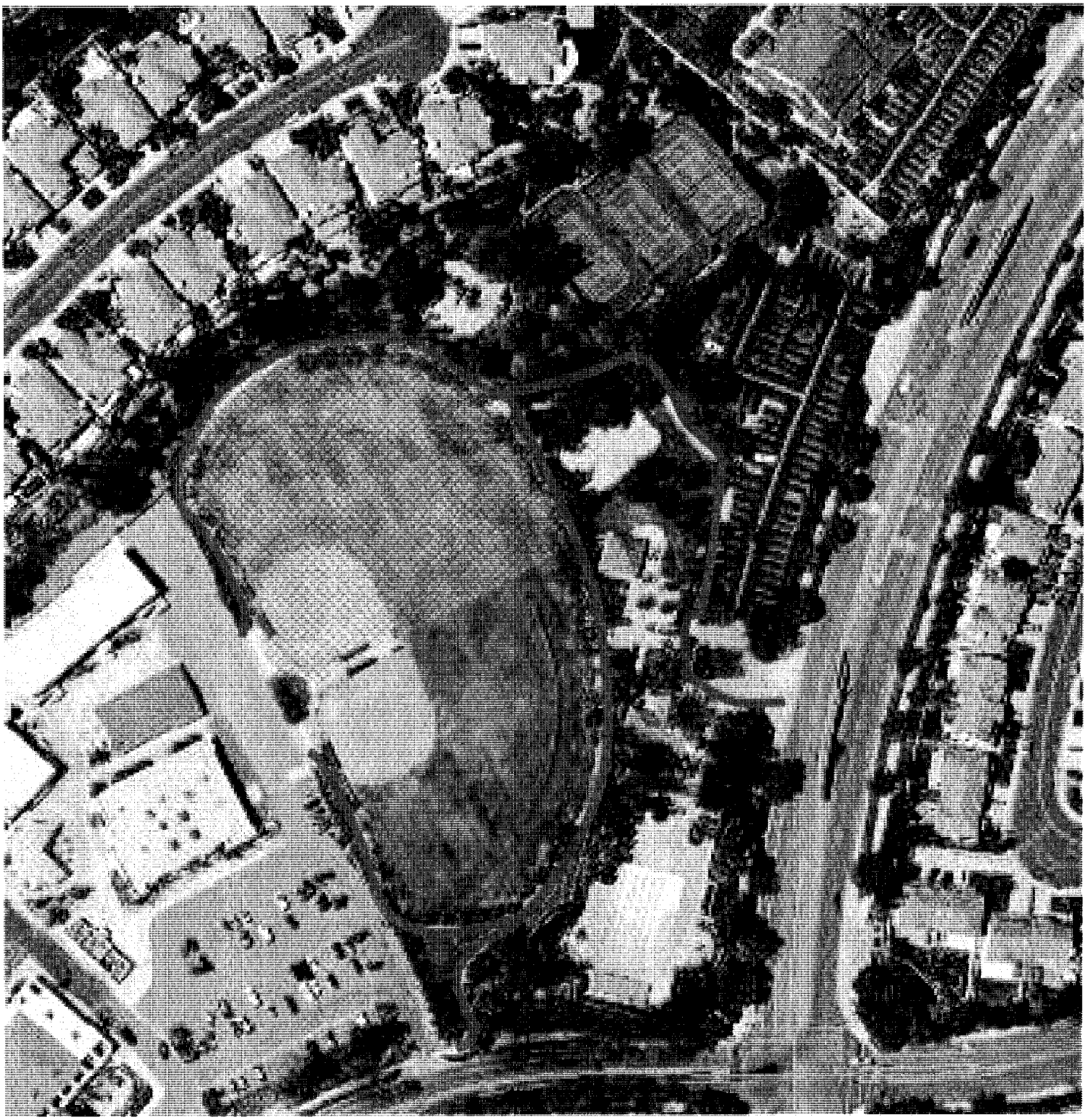


EXHIBIT B

ARROYO VISTA ELEMENTARY SCHOOL
ESTIMATED USE OF PARK 2012-2013

Grade	Number of Students (Approximate)	Activities	Time Frame
Kindergarten	100	Teddy Bear Picnic (one time in spring)	90 Minutes a.m. 90 Minutes p.m.
Grade 1	100	Bug Hunt (twice in September) Kickball (2days per week – one month in spring) End of Year Party (June)	2.5 Hours
Grade 2	120	One Activity (spring)	2.5 Hours
Grade 3	100	Kickball (twice a month or less)	30 Minutes
Grade 4	125	Kickball (once a week, one ball field) Gold Rush Days (spring) Junior Olympics (spring activity with fifth grade)	60 Minutes 1 School Day 4 School Days
Grade 5	135	Daily Activities – run around perimeter Softball/Kickball/Field Activities- (two days per week, one ball field) Colonial Day (one time activity in February or April) Junior Olympics – (spring activity with fourth grade) Softball: Staff vs. 5th Grade – June (one time activity) Softball Practice for above game (one month prior, three times a week approximately 20 students) Year-end 5th Grade Celebration (one day)	2 School Days 4 School Days

EXHIBIT C
SAMLARC/Arroyo Vista School LULA



School Fitness Route

School Use Area

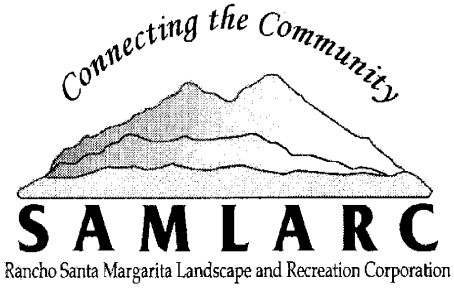


EXHIBIT D

Detailed Use Guidelines – Sports Fields

- **No. 8 – Preventive Maintenance – Soccer/Football Practices**
- **No. 9 - Inclement Weather Sports Field Close Down**
- **No. 16 – One-Time Use of Sports Fields**

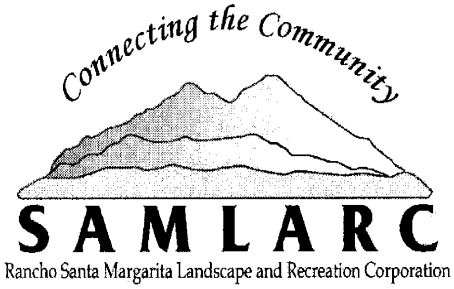


EXHIBIT D

Detailed Use Guidelines – Sports Fields

No. 8 – Preventive Maintenance – Soccer/Football Practices

This section describes the permit holder's obligation and responsibility for practicing preventative maintenance at all practice sessions held on SAMLARC soccer or football Park Sports Fields.

1. The permanent game goals must not be used during practices in order to prevent goal mount turf destruction.

2. Alternate goal systems must be employed in other non-game goal-mount areas. Alternate systems include cones, portable goals, etc.

3. Set drills must be practiced both in different, alternating areas and, purposely away from visibly "worn" turf areas.

4. No vehicles or other heavy equipment of any type is allowed on park turf surfaces.

5. The Use Guideline No. 9 - Inclement Weather Park Shut Down must be adhered to for inclement weather conditions.

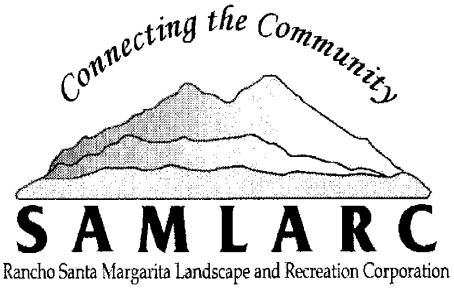


EXHIBIT D

Detailed Use Guidelines – Sports Fields

No. 9 - Inclement Weather Sports Field Close Down

SAMLARC reserves the right to close any SAMLARC Park Area and/or Park Sports Field due to inclement weather. The SAMLARC Parks Use Manager will make the final decision regarding closures, in his/or hers sole and absolute discretion.

The following Sports Field closure policy and criteria will be used, and must be followed by any and all organizations using SAMLARC Parks and Parks Sports Fields. The purpose of this policy and criteria is to encourage each organization and its members to develop a sense of responsibility towards protecting the Sports Fields.

1. SAMLARC has established a phone call-in "Mud Line" for posting information regarding Sports Field playability. Field closure status should not be obtained from any other source. However, the "message" will be sent to all those affected. Also, the "message" will be posted on the SAMLARC web site.
    a. The "Mud Line" number is: 949-448-6217
    b. Field conditions will be posted no later than 1PM of each day, Monday through Friday.
    c. Weekend conditions will be posted no later than 5pm on Friday.
2. It will be the Parks Use Manager's duty to inspect Sports Field during, after, or pending inclement weather.
3. If it is determined that Sports Field(s) should be closed and is so posted on the "Mud Line", "Field Closed" signs will be put on closed field(s). It then becomes the user's responsibility to obtain, disseminate, and assure compliance with, the Mud Line-posted playability instructions.
4. Field closures decisions shall be based on the following:
    a. No practices or games may take place while rain is in progress. Use can be resumed at the discretion of the on-site official in charge.
    b. There is no automatic hours-of-rain shut down. Each day, each park, each field will be considered separately in the sole and exclusive discretion of the SAMLARC Park Use Manager with inputs from the Landscape Contractor.
    c. Park Sports Fields may be closed for multiple days as deemed necessary by current inclement weather conditions.
    d. Closure of specific Sports Field types shall be determined using (principally but not exclusively) the following criteria:

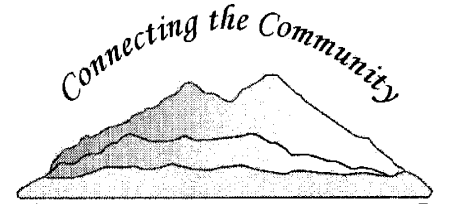


EXHIBIT D

Detailed Use Guidelines – Sports Fields

(1) Brick dust ball diamonds - (softball or baseball). If the brick dust is muddy and/or slippery, preventing sure-footed running or proper consistent ball bounce, then the diamond will be closed for play. The determining factor: Infield play integrity and safety.

(2) Grass/Turf field- (soccer or football). If the water has collected on established grass, or if bare ground is muddy and slippery, or if partially established grass is soft due to rains - the grass field will be closed for play. The determining factor: Destruction of turf, and safe play integrity.

(3) Rule of Thumb. If a brick dust ball diamond is not playable due to the criteria listed above, the outfield grass of that diamond (used for soccer or football) is not playable.

5. The above policy and criteria does not preclude any user organization from stopping use on their own during inclement weather conditions. If the weather conditions do not warrant a "Field Closed" decision prior to the "mud Line" posting times (1:00pm weekdays, 5:00pm Fridays), the user organization has the ability and responsibility to subsequently make decisions based on the criteria above. Failure to do so may result in loss of permit use authorization. The mudline message will reflect this requirement.

   This especially applies to weekend use where posting is done Friday evenings. User organizations are encouraged to develop their own weekend game-day rainout procedures for closing fields.

Connecting the Community

SAMLARC

Rancho Santa Margarita Landscape and Recreation Corporation

EXHIBIT D

Detailed Use Guidelines – Sports Fields

No. 16 – One-Time Use of Sports Fields

This Guideline provides the specific instructions to follow for Priority IV groups when using SAMLARC Sports Field facilities. These include baseball, softball, and soccer fields; and, basketball and volleyball courts. All Detailed Use Guidelines are ancillary to the general SAMLARC Policies and Guidelines, Section V.A., I., and J.

1. Use of a snack bar or amplified sound is not permitted.
2. No additional equipment, modifications, prepping, signage, banner postings, dugout covers, bleachers, platforms, etc., are to made, kept, displayed, or brought on, to the park Sports Fields or courts. The permitted area must be used as is.
3. The permittee is responsible for insuring that all sports equipment used during the use of this permit is used as instructed by the equipment manufacturer.
4. No cars or trucks are allowed on the park.
5. Hitting baseballs or softballs against any backstop or side fencing is not allowed.
6. If night lighting is permitted, SAMLARC shall be solely responsible for setting of lights ON and OFF.
7. It is the responsibility of permittee to call "Mud Line" (949-448-6217) to determine if fields are open for use during inclement weather conditions. Permittee must abide by the decision posted.
8. Any in-use malfunctions (lights, circuit breakers, and sprinklers) must be reported to SAMLARC immediately and handled as determined by SAMLARC personnel. Permittee shall not attempt to correct the malfunction.
9. Any Sports Field irregularities such as loose bases, exposed plate edges, etc., should be reported to the SAMLARC Park Use Manager immediately
10. Any unusual problem that requires immediate notification of police or fire department is responsibility of permittee. The SAMLARC Parks Use Manager should be notified within 24 hours.
12. At the conclusion of use, the area used must be cleaned up. The criterion is that the park must look as though no one had been there.
13. All trash must be deposited in the trash receptacles located throughout the park site.
14. If receptacles are full, trash is to be put in tightly secured trash bags to be supplied by the permittee and placed next to any trash receptacle for pickup.

LIMITED USE LICENSE
Capistrano Unified School District
Tijeras Creek School
(July, 2009 Version)

This Limited Use License (the "License") is made this **26th** day of **June, 20012**, by and between RANCHO SANTA MARGARITA LANDSCAPE AND RECREATION CORPORATION, a California Non-profit Mutual Benefit Corporation, (hereinafter "SAMLARC") and the CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter "DISTRICT"). As used herein, DISTRICT shall include the School District, its Governing Board, employees (both full and part time), volunteers, students and/or invitees.

RECITALS

A. SAMLARC is the owner of certain real property located in the County of Orange, State of California, described as: **Tijeras Creek**: Parcel 2 of LL 99-039, Tract No. 15869, filed for record as Instrument 2000-0639174 in the Official Records of the County of Orange (hereinafter the "Park") and more commonly known as Tijeras Creek Park (See Exhibit "A").

B. The Park is located within a planned community known as Rancho Santa Margarita and is maintained by SAMLARC. Members of the planned community pay monthly assessments to SAMLARC which are used in part for the upkeep, repair, improvements and maintenance of the Park.

C. The members and property of SAMLARC (including the Park) are subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on April 24, 1986, as Instrument No. 86-162928 in the office of the Orange County Recorder (hereinafter "Declaration"). The Declaration provides that SAMLARC has the authority and the duty to maintain and manage the Park.

D. DISTRICT which defines "Elementary School" as Kindergarten through Fifth Grade, owns and operates an Elementary School, known as Tijeras Creek Elementary School ("School") adjacent to the Park. DISTRICT is desirous of utilizing the Park for limited Elementary School related Activities as set forth on Exhibit "B".

E. SAMLARC is willing to grant DISTRICT the right to use that portion of the Park shown on Exhibit "C" for limited Elementary School (K-5) related Activities, in accordance with the terms of this License.

THEREFORE, in order to provide limited access and use of the Park for Elementary School related Activities by DISTRICT and to establish the mechanism and procedures for the DISTRICT to pay a fair and reasonable expense associated with its use of the Park,

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

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1.00 Recitals Incorporated. The above RECITALS are an integral part of the License and are incorporated herein by this reference.

1.01 DISTRICT License to Enter and Use the Park. SAMLARC hereby grants to DISTRICT a non-exclusive license to enter upon and use, as limited and described herein the area of the Park shown on Exhibit "C", for the limited activity purposes set forth herein and for no other purpose, subject to DISTRICT's strict compliance with all the terms of this License; provided, that DISTRICT's use of the Park shall not unreasonably interfere with the reasonable use and enjoyment thereof by SAMLARC or any persons claiming the right to use the Park through, by or under SAMLARC. All such use of the Park pursuant to this License shall also be in accord with the Detailed Use Guidelines as shown on Exhibit "D" instituted by SAMLARC.

1.02 Purpose of DISTRICT License Use. It is hereby understood and agreed that DISTRICT shall have the limited right to enter upon and use the Park, for Elementary School related Activities, as shown and described on Exhibit "B", which are compatible and consistent with the improvements located upon those areas of the Park shown on Exhibit "C". Such use shall not include Physical Education classes, team sports practice and/or games, whether intramural or interschool, or any special events beyond those shown on Exhibit "B" without the prior written approval of SAMLARC.

1.03 Limitations on DISTRICT Right to Enter and Use. The limited rights of entry and use granted by this License to DISTRICT are: (a) limited to the specific purposes provided for herein; and (b) non-exclusive to the extent that other persons also have or will acquire non-exclusive rights for the use and enjoyment of the Park; (c) shall occur during the hours of 8:00 a.m. to 2:00 p.m. on Regular School Days only as described in Section 4.01 hereinbelow; and, (d) conditioned upon the obligation of DISTRICT to inspect the area(s) of the Park to be used by the Elementary School, prior to every use, to assure its suitability for such use. For purposes of this License, "Regular School Days" shall mean only those days when classes are held during the normal school year. "Regular School Days" shall not include: Federal and State holidays; in-service days; nor summer, winter or other vacation or break days. SAMLARC, except as otherwise specifically set forth herein, shall continue to exclusively control the management, improvements, maintenance, repair and restoration of the Park, which include the right to temporarily restrict access to the Park by DISTRICT, in the reasonable performance of such activities.

1.03.1 Nuisance. No activity within the Park allowed/sponsored/supported by DISTRICT, whether supervised by DISTRICT or not, may be or become a nuisance to other Park users, neighboring property owners or SAMLARC.

1.03.2 Vehicles. No vehicle access on, upon, over or into the Park is granted to DISTRICT by this License.

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1.03.3 Animals. No right or permission to bring an animal or animals of any kind or type, on, upon, over or into the Park is granted to DISTRICT by this License.

1.03.4 Construction. No right or permission to construct, install, or erect any structure, device or other item, regardless of size, use or function, whether temporary or permanent on, upon, over or in the Park is granted to DISTRICT by this License.

1.04 Management. SAMLARC will retain the exclusive right to make management decisions concerning the use of the Park. This management right will include the right to establish, amend, implement and enforce reasonable rules and regulations for the use of the Park by its own members of the planned community, and DISTRICT. This management right includes but is not limited to the right to establish the level of maintenance of the Park.

2.01 Term. This License shall begin **September 5, 2012** and end on **June 19, 2013**. SAMLARC covenants and agrees not to sooner terminate the license granted hereby prior to the ending date specified herein provided DISTRICT has complied and continues to comply with all of the terms of this License, and is not in default under any of the terms and conditions hereof.

3.01 (Intentionally Left Blank)

3.02 Sharing of Expenses. DISTRICT hereby promises, covenants, agrees and commits to pay to SAMLARC the following expenses as a portion of the consideration for the grant of this license:

(a) A proportion of the annual costs and expense of operation and maintenance of the Park. This proportion of the cost will represent a share of the normal and regular operation, maintenance and repair expenses incurred by SAMLARC relative to the Park. These expenses specifically include the cost of operation and maintenance and repair of the DISTRICT use area shown on Exhibit "C" which are part of the license granted to DISTRICT. During the term of this License the amount of these normal costs and expenses payable by DISTRICT is agreed to be **$8,900**.

(b) During the term of this License, DISTRICT shall be responsible for and pay any extraordinary expenses incurred and/or for any abnormal damage done to the Park by DISTRICT beyond the normal wear and tear experienced from everyday use by members of the planned community. In determining the nature and the extent of any abnormal damage to the Park, SAMLARC's landscape contractor whose services are utilized by SAMLARC, shall make the final decision in determining the nature and extent of the abnormal damage. Any and all repair work occasioned by abnormal damage done to the Park by DISTRICT shall be done by SAMLARC's landscape contractor and shall be billed to DISTRICT. DISTRICT shall pay such billing within thirty (30) days of receipt.

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(c) Such other expenses and costs as are mutually agreed upon in writing from time to time by SAMLARC and DISTRICT.

3.03 Payment Schedule Period. For this term, the DISTRICT share of annual costs and expenses under this License shall be billed to DISTRICT. Payment in full shall be due no later than **December 1, 2012**.

3.04 Late Charges and Interest. Any payment due hereunder which is paid more than fifteen (15) days after the due date, shall be subject to a 15% late charge which shall be due when levied. Additionally, any payment, including late charges, which is not paid within thirty (30) days of its due date shall be subject to interest at the rate of 12% per annum from the 30th day until the amount shall be paid in full.

3.05 Eliminating Damage to the Park. When an activity of DISTRICT is causing excessive damage to the Park, DISTRICT shall, at the written request of SAMLARC, discontinue such activity. In the alternative, DISTRICT may within thirty (30) days of any such request to discontinue by SAMLARC provide sufficient cash to repair the existing damage and to periodically repair the damage caused by the activity complained of together with a discontinuance of the activity periodically for a sufficient length of time for the repairs to be made by SAMLARC to the damaged areas of the Park. The amount of such cash and the frequency of such repairs shall be set by SAMLARC. SAMLARC agrees to give DISTRICT five (5) days written notice of such repair work and the need for DISTRICT to discontinue use of a portion of the Park prior to the repair commencing. Notwithstanding the above, should an emergency arise which requires immediate repair and/or restoration SAMLARC may make such repair and/or restoration with shorter notice or no notice at all to DISTRICT prior to commencing the repairs. SAMLARC agrees to use its best efforts to accommodate the School schedule in making such repairs.

4.01 Priority of Use. During all Regular School Days, and so long as DISTRICT is current in the payment of its obligations under this License and not otherwise in breach of this License, DISTRICT shall be entitled to a priority of use of the Park for the limited Elementary School related Activities, as shown and described on Exhibit "B", during the within specified times: 8:00 a.m. – 2:00 p.m., Monday through Friday, on Regular School Days. The District shall incorporate the Elementary School related Activities on the list of activities in the Monthly Calendar of Use specifying thereon the date, time and activity.

For purposes of this License, "Priority of Use" shall mean that:

(a) SAMLARC will not on Regular School Days schedule nor allow any other individual and/or group to reserve use of the Park as described in Sections 1.01 and 4.01 hereinabove as available for DISTRICT use, during the specified times set out in this Section; and,

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(b) SAMLARC may notify the members of the planned community in writing of the times of the DISTRICT use of the Park and advise its members that DISTRICT is entitled to a priority of use. Such written notice need not be a direct mail notification to the owners/residents but may be included in the SAMLARC newsletter or on the SAMLARC website.

(c) It is understood and agreed that no use of the Park by DISTRICT shall change the ownership or nature of the Park to school property.

This language shall not require nor imply that SAMLARC can, nor will, patrol the Park nor remove its members, who may also be using the Park during DISTRICT's priority of use. DISTRICT shall have no right to use the Park for any purpose other than those Elementary School related Activities as shown and described on Exhibit "B", nor outside the Regular School Days and the times specifically provided herein unless they have secured the prior written consent from SAMLARC for a special event.

5.01 Special Events. Should DISTRICT desire to utilize the Park outside the Regular School Days and times specified herein, for a special event and/or in preparation for a special event, which is not listed on Exhibit "B" and which will necessitate the exclusive or priority use of the Park by DISTRICT in preparation and/or in the holding of the special event, then DISTRICT must secure the issuance of a Facilities Use Permit from SAMLARC for such extra use. If a Facilities Use Permit is issued/granted by SAMLARC, the provisions of this License will apply to such special event and/or preparation for a special event.

All special events and/or additional charges for the preparation for and/or the holding of the special event shall be set forth in the written permission granted by SAMLARC to DISTRICT and shall be due and payable prior to holding of the special event. The utilization of the Park by DISTRICT for the preparation and/or the holding, of any such special event, shall be DISTRICT's agreement to the payment of the special event charge and an acknowledgment of its reasonableness.

6.01 Capital Improvements to Park. Should DISTRICT desire to make any capital improvements to the Park, DISTRICT may do so only after having secured the prior written consent of the Board of Directors of SAMLARC. All expenses associated with the capital improvement must be borne by DISTRICT exclusively unless SAMLARC agrees to share in the expense. Any such agreement to share in the expense for a capital improvement desired by DISTRICT must be in writing and signed by SAMLARC.

6.02 Limitation on Repairs. DISTRICT shall make no repair(s) to the Park without the prior written consent of SAMLARC except and unless such repairs are of an emergency nature.

7.01 Vandalism. Where vandalism occurs in, on or to the Park during the Regular School Day or during a special event the cost of the repair and restoration necessitated by the vandalism shall be borne by DISTRICT exclusively if the perpetrators are known to be

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employees, staff, or students of DISTRICT or their guests, invitees and/or agents. Otherwise, the cost of the repair and restoration necessitated by the vandalism shall be shared by DISTRICT and SAMLARC.

7.02 Liability Insurance. DISTRICT shall provide a policy of general liability insurance in a form, and on such terms as approved by SAMLARC.

This liability policy shall provide coverage for any property damage, bodily injury, personal injury and/or death which occurs on property of the DISTRICT and for DISTRICT'S use of the Park.

This insurance policy will be primary and non-contributory as to any SAMLARC owned policies, and SAMLARC requests the right to be notified if there is any termination, cancellation, or non-renewal of that policy.

This policy shall name SAMLARC (including all of its corporate directors, officers and volunteers) and Merit Property Management, Inc. (herein "Merit") as additional insureds. This liability policy shall not permit nor require any contribution from SAMLARC nor any SAMLARC policy of insurance which might also cover the Park. The policy limits shall be at least $3,000,000 per person, per occurrence in its limits.

7.03 Proof of Insurance. DISTRICT shall provide written evidence of current insurance to SAMLARC no later than October 1, 2012. Any insurance renewal shall meet the requirements of this License. Proof of such insurance shall be sent to SAMLARC 22342-A, Avenida Empresa, suite 102A, Rancho Santa Margarita, CA 92688.

7.04 **Indemnification, Release, Waiver, Covenant Not to Sue; Bond.**
Claims arising from the use of the Park:

DISTRICT hereby agrees to indemnify and hold SAMLARC and its managing agent, their agents, employees, directors, officers, and volunteers free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of the negligence of DISTRICT in the use of the Park pursuant to this License. This indemnity will not extend to claims arising from the sole negligence or sole willful misconduct or gross negligence of SAMLARC.

SAMLARC hereby expressly agrees to indemnify and hold DISTRICT free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of the sole negligence, willful misconduct or gross negligence of SAMLARC in connection with the management, operation and maintenance of the Park. This indemnity will not extend to claims arising from the sole negligence or sole willful misconduct or gross negligence of DISTRICT.

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DISTRICT hereby agrees to indemnify and hold SAMLARC and its managing agent, their agents, employees, directors, officers, and volunteers free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from acts and omissions of DISTRICT, its contractors, agents, employees, directors, officers and volunteers and/or conditions of DISTRICT property.

These indemnity provisions shall extend to claims occurring after this License is terminated as well as while it is in force. DISTRICT and SAMLARC agree that if any action is brought by one against the other to enforce the terms of this License, then the prevailing party in such action shall be entitled to recover from the other party thereto all reasonable attorney's fees and costs of such suit, as determined and ordered by the court.

All other claims:

SAMLARC as used in the provisions relating to indemnity, release, waiver and Covenant Not to Sue shall mean and refer to SAMLARC, its agents, representatives, contractors, advisors, insurers, servants, attorneys, managing agent (which at the time of this agreement is Merit Property Management.)

DISTRICT shall indemnify, defend and hold SAMLARC harmless from all claims, actions, damages, to the fullest extent possible arising out of, relating to or in any manner connected with the DISTICT'S property (including but not limited to DISTRICT'S ownership, control or possession), operations, contracts, and functions.

The DISTRICT shall timely advance and pay all fees and costs including expenses of investigations, experts, witnesses, service of process, court reporter, and filing fees, and all attorney fees as they are submitted by SAMLARC. SAMLARC shall have the right without consulting DISTRICT to engage any witnesses, experts, inspectors, consultants, and attorneys, legal assistants, and legal professionals SAMLARC in its sole discretion determines to be necessary and on terms and conditions as SAMLARC shall decide and agree in its sole discretion in order to defend, represent, protect, advise, and consult with SAMLARC arising out of, relating to or in any manner connected with the indemnity, and defense of SAMLARC as provided herein.

Prior to commencement of any use by DISTRICT of the Park, DISTRICT shall name SAMLARC, its agents, and managing agent as provided herein, DISTRICT as additional insureds under the DISTRICT's liability policy. In the event DISTRICT is unable to name SAMLARC, its agents and managing agent as additional insureds under DISTRICT's liability insurance policy, DISTRICT shall pay for a liability insurance policy naming SAMLARC, its agents and managing agent as insureds on terms and conditions and in such amounts as may be acceptable to and approved by SAMLARC. DISTRICT's obligation to defend, hold harmless and indemnify SAMLARC as specified in this Limited Use License Agreement will continue and remain regardless of whether DISTRICT names SAMLARC, its agents, and managing agent as

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additional insureds under the DISTRICT's liability policy or whether DISTRICT pays for a liability policy insuring SAMLARC, its agents, and managing agent as specified herein.

Except as to claims arising out of the use of the Park, The DISTRICT releases SAMLARC from any and all claims, damages, actions resulting from, concerning, arising out of, related to SAMLARC's management, repair, maintenance, ownership, possession or control of property (real and personal) operations, contracts, and functions . This release applies to claims, damages or actions that arise, occur or accrue before this agreement and at all times thereafter.

Waiver of Civil Code Section 1542:

The DISTRICT hereby expressly waives all rights, claims, actions, against SAMLARC generally and under Civil Code Section 1542, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

This general and specific waiver and release waives all claims that could possibly arise out of SAMLARC's management, repair, maintenance, ownership, possession or control of property (real and personal) operations, contracts, and functions.

Covenant Not to Sue:

The DISTRICT agrees and covenants never to sue or otherwise seek any dispute resolution process against SAMLARC for any claims, damages, actions, remedies, rights, privileges or expectations, or for any indemnity, contribution, apportionment, equitable, legal or otherwise arising out of the Districts property(including but not limited to DISTRICT'S ownership, control or possession), operations, contracts, and functions.

The DISTRICT also agrees and covenants never to sue or otherwise seek any dispute resolution process against SAMLARC for any claims, damages, actions, remedies, rights, privileges or expectations, or for any indemnity, contribution, apportionment, equitable, legal or otherwise that could possibly arise out of SAMLARC's management, repair, maintenance, ownership, possession or control of property (real and personal) and/or SAMLARC's operations, contracts, and functions.

8.01 Supervision. DISTRICT agrees to provide the same standard and level of supervision of the students within the Park as is provided within the School grounds. DISTRICT shall exercise such control as is necessary to avoid damage to the Park, its landscaping and improvements and/or injury to persons using the Park.

8.02 Rest Room Use. The Park rest rooms are to remain locked at all times and are not to be used by DISTRICT.

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8.03 (a) (Intentionally Left Blank)

(b) Park Use Closure Due to Inclement Weather. SAMLARC reserves the right to close any SAMLARC field due to inclement weather. During inclement weather, DISTRICT shall be responsible for obtaining, and abiding by, the Open or Closed decision as posted on the SAMLARC "Mud Line". SAMLARC will make the final decision regarding closures, in its sole and absolute discretion.

The Mud Line number is (949) 448-6217. Park conditions will be posted on this line no later than 7:30 a.m. of the applicable Regular School Day, Monday through Friday. Conditions will be posted earlier as the nature of the inclement weather dictates.

9.01 DISTRICT Contact Person. DISTRICT shall provide the name, address and phone number of an individual who will act as the contact person on behalf of DISTRICT. This contact person must have the authority to act and make decisions on behalf of DISTRICT for all purposes relating to the usage of the Park. The information about the contact person shall be updated as necessary by written notice to SAMLARC. The DISTRICT contact person is: [INSERT NAME OF CONTACT PERSON]

9.02 SAMLARC Contact Person. SAMLARC shall provide the name, address and phone number of a person for DISTRICT to contact in order to make inquires and provide information and assurances. The information about the contact person shall be updated as necessary by written notice to DISTRICT. The initial SAMLARC contact person is: Candice Fullenkamp, Executive Director, Merit Property Management, 22342 Avenida Empresa, Suite 102-A Rancho Santa Margarita, California 92688 Direct: 949-209-5075 cfullenkamp@meritpm.com.

9.03 Communication. In recognition of the need to resolve problems quickly and because of the proximity of the Park, the School and the homes of the SAMLARC members, DISTRICT and SAMLARC agree to promptly respond to all communications (whether written, or oral, by mail or electronic) within twenty (20) calendar days of sending by the other party. Should follow-up (whether written or oral) communication be required, such follow-up will be completed within thirty (30) calendar days of the other parties' prior communication. Both party's to this License agree to use their best efforts to resolve any problems which arise (whether related to this License or otherwise) as quickly as possible. Failure by either party to promptly communicate with one another shall be a breach of this License.

10.01 Breach. In addition to causes or reasons described hereinabove, the following shall be deemed a breach of the within License.

(a) The failure to pay any sum levied by SAMLARC within thirty (30) days of its due date;

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(b) The late payment of any two billings within any twelve (12) month period. This Section is intended to include levied annual costs, expenses, late charges, and/or unpaid interest that may be late from a prior and/or subsequent License period as well as any of those which may be levied during the terms of this License.

(c) The failure by SAMLARC or DISTRICT to fulfill any non-monetary obligation and/or promise made and/or undertaken hereunder where such failure continues more than thirty (30) days after written notice thereof is given.

(d) The failure of SAMLARC to provide priority use of that portion of the Park covered by this License.

11.01 Assignability. Neither SAMLARC nor DISTRICT may assign this License or any of the rights or obligations hereunder without the express written consent of both of the parties to this License.

11.02 Waiver of Rights and Obligations. No waiver of any right or obligation provided or required under this License, may be effective unless executed in writing by the party relinquishing the right or excusing the obligation. Any such waiver of a right or obligation under this License shall be limited to the specific right or obligation set out in the written waiver and shall not be considered to have waived any other section or sections of this License that are not specifically set forth in the written waiver.

11.03 Applicable Laws. This License shall be interpreted, construed, enforced and governed by the laws of the State of California.

11.04 Recording Not Permitted. Neither party to this License may record either this document or a purported summary of this document without the express written consent of the other.

11.05 Entire Agreement. The written expression of this License contains the entire understanding of the parties hereto with respect to this License. No statements, promises or understandings of any kind not contained herein were made to or by either of the parties thereto unless expressly set forth within this License. All exhibits which are referenced herein (Exhibits "A" through "D") are hereby incorporated into this License as though fully set forth herein.

11.06 Modification. No supplement, modification or amendment to this License may be made unless contained within a written expression of such modification, supplement or amendment signed by both of the parties to this License.

11.07 Attorney's Fees. Should it be necessary to file an action at law or in equity to interpret and/or enforce the provisions of this License, the prevailing party shall be entitled to reasonable attorney's fees together with the costs of the suit, if so ordered by the Court.

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11.08 Representation of Authority. Each party hereto warrants and represents that all of the actions, steps and/or resolutions necessary to empower the signer to make and enter into this License by and on behalf of each of the parties hereto has been fully and faithfully taken so as to authorize and bind each of the respective parties to this License.

11.09 Mediation Prior to Litigation. Each party to this License agrees that prior to any litigation brought to enforce any term of this License, the Parties will first make a reasonable attempt to mediate the dispute through non-binding mediation.

The Association:

RANCHO SANTA MARGARITA LANDSCAPE AND RECREATION CORPORATION

By: _____
Donald S. Chadd, President

By: _____
Sally Leonard, Secretary

Date: _____
Address: 22342-A, Avenida Empresa, Suite 102 – A
Rancho Santa Margarita, CA 92688
Phone: 949/209-5085
Fax: 949/589-6603
Contact Person: Candice Fullenkamp
Email: cfullenkamp@meritpm.com

The District:

Capistrano Unified School District

By: _____
Clark Hampton, Deputy Superintendent, Business & Support Services

Date:_____

Address: 33122 Valle Road
San Juan Capistrano, CA 92675-4792
Phone: 949-234-9449
Contact Person: _____
Email: _____

Attach Exhibits A-D

G:\SAMLARC\04 Contracts\Templates\2009 Templates\July 2009 Updated Templates\12\12 District LULAs 090714.doc

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EXHIBIT A

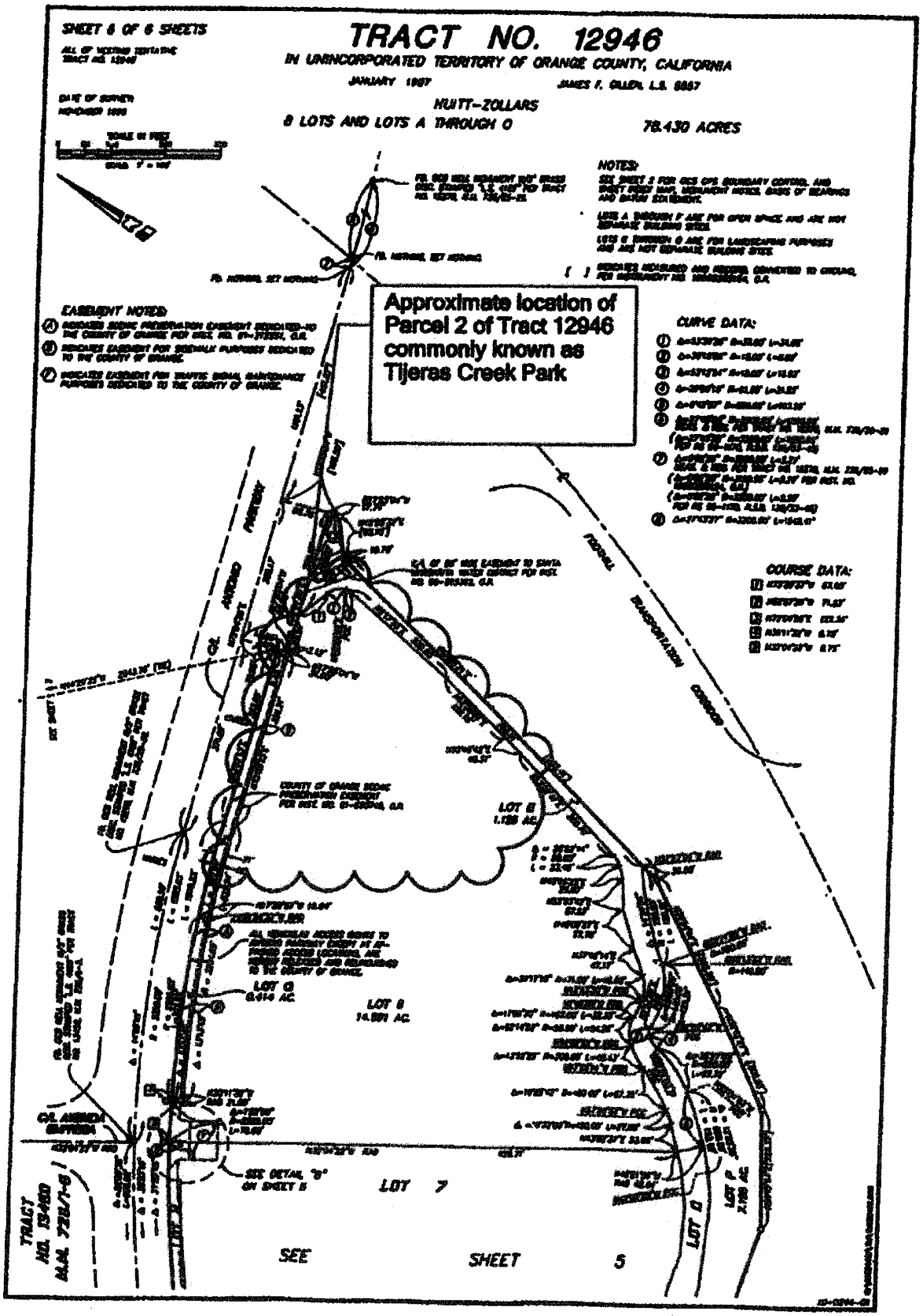

SHEET 6 OF 6 SHEETS
TRACT NO. 12946
IN UNINCORPORATED TERRITORY OF ORANGE COUNTY, CALIFORNIA
JANUARY 1987
JAMES F. GILLEN, L.S. 5857
HUTT-ZOLLARS
8 LOTS AND LOTS A THROUGH O
78.430 ACRES
NOTES:
EASEMENT NOTES:
CURVE DATA:
COURSE DATA:
Approximate location of Parcel 2 of Tract 12946 commonly known as Tijeras Creek Park
COUNTY OF ORANGE SCENIC PRESERVATION EASEMENT PER INST. NO. 81-220744, O.R.
LOT B 1.128 AC.
LOT C 0.414 AC.
LOT G 14.591 AC.
LOT 7
LOT D
SEE DETAIL "B" ON SHEET 5
TRACT NO. 13480 M.M. 728/1-6
SEE SHEET 5

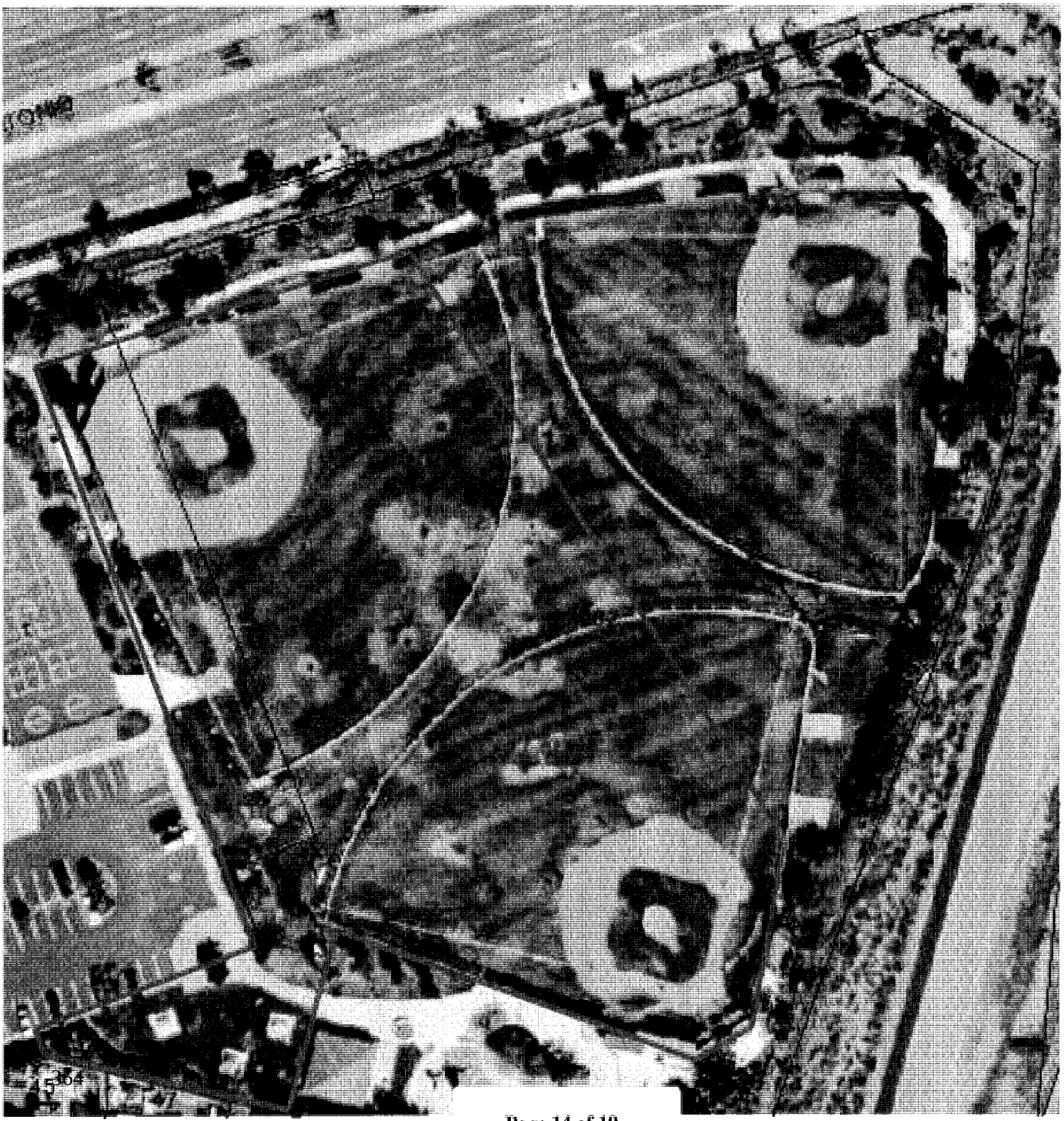
EXHIBIT B

TIJERAS CREEK ELEMENTARY SCHOOL
ESTIMATED USE OF FIELD 2012-2013

Grade	Number of Students (Approximate)	Activities	Time Frame
Kindergarten	100	No field usage during the year	None
Grade 1	100	Daily Morning Recess Activities Daily Lunch Activities Daily Afternoon Recess Activities Field Activities: 1-2 Days a Week End of the Year Field Parties (June)	20 Minutes 20 Minutes 15 Minutes 1 Hour 1 School Day
Grade 2	115	Daily Morning Recess Activities Daily Lunch Activities Daily Afternoon Recess Activities Field Activities: 1-2 Days a Week End of the Year Field Parties (June)	20 Minutes 20 Minutes 15 Minutes 1 Hour 1 School Day
Grade 3	145	Daily Morning Recess Activities Daily Lunch Activities Daily Afternoon Recess Activities Field Activities: 1-2 Days a Week End of the Year field Parties (June)	20 Minutes 20 Minutes 15 Minutes 1 Hour 1 School Day
Grade 4	120	Daily Morning Recess Activities Daily Lunch Activities Field Activities: 1-2 Days a Week Gold Rush Activity End of the Year Field Parties (June)	17 Minutes 20 Minutes 1 Hour 1 School Day 1 School Day
Grade 5	135	Daily Morning Recess Activities Daily Lunch Activities Field Activities: 2 Days a Week 5th Grade Panoramic Picture (1 Time) End of the Year Field Parties (June)	17 Minutes 20 Minutes 15 Minutes 30 Minutes 1 School Day
All Grades	615	Surf Spring/Jog-A-Thon (September)	1 School Day

SAMLARC/Tijeras Creek Elementary School 2012-13 LULA

Exhibit C



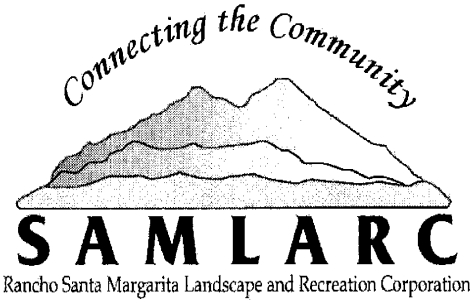


EXHIBIT D

Detailed Use Guidelines – Sports Fields

- **No. 8 – Preventive Maintenance – Soccer/Football Practices**
- **No. 9 - Inclement Weather Sports Field Close Down**
- **No. 16 – One-Time Use of Sports Fields**

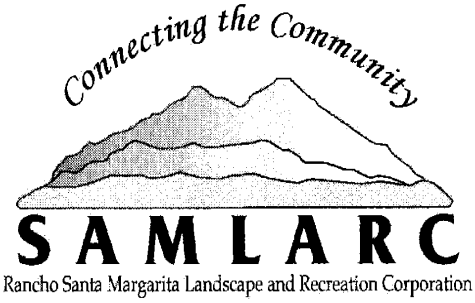


EXHIBIT D

Detailed Use Guidelines – Sports Fields

No. 8 – Preventive Maintenance – Soccer/Football Practices

This section describes the permit holder's obligation and responsibility for practicing preventative maintenance at all practice sessions held on SAMLARC soccer or football Park Sports Fields.

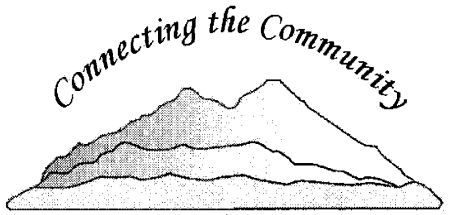
1. The permanent game goals must not be used during practices in order to prevent goal mount turf destruction.

2. Alternate goal systems must be employed in other non-game goal-mount areas. Alternate systems include cones, portable goals, etc.

3. Set drills must be practiced both in different, alternating areas and, purposely away from visibly "worn" turf areas.

4. No vehicles or other heavy equipment of any type is allowed on park turf surfaces.

5. The Use Guideline No. 9 - Inclement Weather Park Shut Down must be adhered to for inclement weather conditions.



Rancho Santa Margarita Landscape and Recreation Corporation

EXHIBIT D

Detailed Use Guidelines – Sports Fields

No. 9 - Inclement Weather Sports Field Close Down

SAMLARC reserves the right to close any SAMLARC Park Area and/or Park Sports Field due to inclement weather. The SAMLARC Parks Use Manager will make the final decision regarding closures, in his/or hers sole and absolute discretion.

The following Sports Field closure policy and criteria will be used, and must be followed by any and all organizations using SAMLARC Parks and Parks Sports Fields. The purpose of this policy and criteria is to encourage each organization and its members to develop a sense of responsibility towards protecting the Sports Fields.

1. SAMLARC has established a phone call-in "Mud Line" for posting information regarding Sports Field playability. Field closure status should not be obtained from any other source. However, the "message" will be sent to all those affected. Also, the "message" will be posted on the SAMLARC web site.
    a. The "Mud Line" number is: 949-448-6217
    b. Field conditions will be posted no later than 1PM of each day, Monday through Friday.
    c. Weekend conditions will be posted no later than 5pm on Friday.
2. It will be the Parks Use Manager's duty to inspect Sports Field during, after, or pending inclement weather.
3. If it is determined that Sports Field(s) should be closed and is so posted on the "Mud Line", "Field Closed" signs will be put on closed field(s). It then becomes the user's responsibility to obtain, disseminate, and assure compliance with, the Mud Line-posted playability instructions.
4. Field closures decisions shall be based on the following:
    a. No practices or games may take place while rain is in progress. Use can be resumed at the discretion of the on-site official in charge.
    b. There is no automatic hours-of-rain shut down. Each day, each park, each field will be considered separately in the sole and exclusive discretion of the SAMLARC Park Use Manager with inputs from the Landscape Contractor.
    c. Park Sports Fields may be closed for multiple days as deemed necessary by current inclement weather conditions.
    d. Closure of specific Sports Field types shall be determined using (principally but not exclusively) the following criteria:

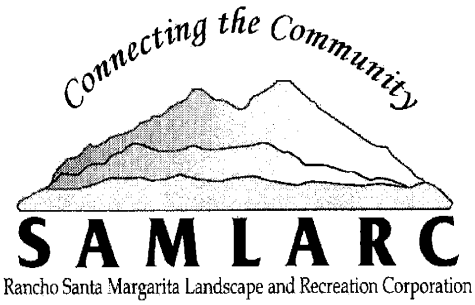


EXHIBIT D

Detailed Use Guidelines – Sports Fields

(1) Brick dust ball diamonds - (softball or baseball). If the brick dust is muddy and/or slippery, preventing sure-footed running or proper consistent ball bounce, then the diamond will be closed for play. The determining factor: Infield play integrity and safety.

(2) Grass/Turf field- (soccer or football). If the water has collected on established grass, or if bare ground is muddy and slippery, or if partially established grass is soft due to rains - the grass field will be closed for play. The determining factor: Destruction of turf, and safe play integrity.

(3) Rule of Thumb. If a brick dust ball diamond is not playable due to the criteria listed above, the outfield grass of that diamond (used for soccer or football) is not playable.

5. The above policy and criteria does not preclude any user organization from stopping use on their own during inclement weather conditions. If the weather conditions do not warrant a "Field Closed" decision prior to the "mud Line" posting times (1:00pm weekdays, 5:00pm Fridays), the user organization has the ability and responsibility to subsequently make decisions based on the criteria above. Failure to do so may result in loss of permit use authorization. The mudline message will reflect this requirement.

   This especially applies to weekend use where posting is done Friday evenings. User organizations are encouraged to develop their own weekend game-day rainout procedures for closing fields.

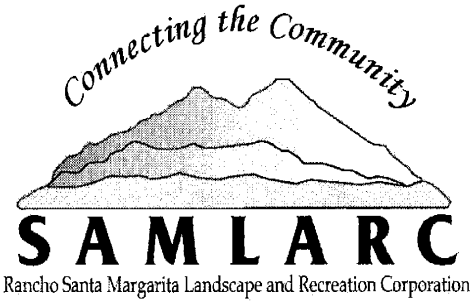


EXHIBIT D

Detailed Use Guidelines – Sports Fields

No. 16 – One-Time Use of Sports Fields

This Guideline provides the specific instructions to follow for Priority IV groups when using SAMLARC Sports Field facilities. These include baseball, softball, and soccer fields; and, basketball and volleyball courts. All Detailed Use Guidelines are ancillary to the general SAMLARC Policies and Guidelines, Section V.A., I., and J.

1. Use of a snack bar or amplified sound is not permitted.
2. No additional equipment, modifications, prepping, signage, banner postings, dugout covers, bleachers, platforms, etc., are to made, kept, displayed, or brought on, to the park Sports Fields or courts. The permitted area must be used as is.
3. The permittee is responsible for insuring that all sports equipment used during the use of this permit is used as instructed by the equipment manufacturer.
4. No cars or trucks are allowed on the park.
5. Hitting baseballs or softballs against any backstop or side fencing is not allowed.
6. If night lighting is permitted, SAMLARC shall be solely responsible for setting of lights ON and OFF.
7. It is the responsibility of permittee to call "Mud Line" (949-448-6217) to determine if fields are open for use during inclement weather conditions. Permittee must abide by the decision posted.
8. Any in-use malfunctions (lights, circuit breakers, and sprinklers) must be reported to SAMLARC immediately and handled as determined by SAMLARC personnel. Permittee shall not attempt to correct the malfunction.
9. Any Sports Field irregularities such as loose bases, exposed plate edges, etc., should be reported to the SAMLARC Park Use Manager immediately
10. Any unusual problem that requires immediate notification of police or fire department is responsibility of permittee. The SAMLARC Parks Use Manager should be notified within 24 hours.
12. At the conclusion of use, the area used must be cleaned up. The criterion is that the park must look as though no one had been there.
13. All trash must be deposited in the trash receptacles located throughout the park site.
14. If receptacles are full, trash is to be put in tightly secured trash bags to be supplied by the permittee and placed next to any trash receptacle for pickup.

Change Order Summary Log

Data Date 8/20/12

Newhart Middle School MPR Expansion
DSA# A04-111724

Description	Change Order #1
Original Contract Sum	$ 798,532.00
Net Change by Previous Authorized Requests and Changes	$ -
Contract Sum Prior to this Change Order	$ 798,532.00
Contract Sum Will Be Increased	$ 78,277.00
New Contract Sum Including this Change Order	$ 876,809.00

EXECUTED OR BOARD SUBMITTED CO'S & EXECUTED WO'S

Newhart Middle School MPR Expansion

RESPONSIBILITY CODE LOG

Data Date 8/20/12

TOTAL ORIGINAL CONTRACT VALUE:		$798,532.00	$78,277.00
TOTAL CURRENT CONTRACT VALUE:		$876,809.00	$876,809.00
RESPONSIBILITY CODE	**No.**	**VALUATION**	**Pending**	**Percent**
Differing Conditions	1	$0.00	$0.00	0.00%
Errors and Omissions	2	$0.00	$0.00	0.00%
Value Enhancement	3	$40,187.00	$0.00	5.03%
Resolution of Claim	4	$0.00	$0.00	0.00%
Required Extra Scope	5	$38,090.00	$0.00	4.77%
Optional Extra Scope	6	$0.00	$0.00	0.00%
Credit	7	$0.00	$0.00	0.00%
Other	8	$0.00	$0.00	0.00%
Total Approved Change		$78,277.00	$0.00	9.80%
Percent Change		9.80%	0.00%	9.80%
		$78,277.00		

WO = Work Order
COP = Cost Proposal
CO = Change Order
APPWO = Fully Executed Work Order

CHANGE ORDER	DOCUMENT TYPE	DOCUMENT NUMBER	Date of Execution	DESCRIPTION / TITLE	STATUS	VALUATION	RESPONSIBILITY CODE		STATUS	DSA Approved	Board Excerpt
							TO PROJECT COMPLETION	Pending Code	Signed (s) Unilateral (u)		
Change Order #1	WO	1	06/08/12	Pre-Construction RFI Review		$4,384.00	3		s		
	WO	2	07/11/12	DSA Revision #1 Changes		$24,067.00	5		s		
	WO	3	07/25/12	Wall Covering and Fire Line Raise		$15,345.00	3		s		
	WO	4	07/25/12	FCD #2 Changes		$11,712.00	5		s		
	WO	5	07/25/12	Additional Library Wall Covering		$14,949.00	3		s		
	WO	6	07/25/12	Hardware and Curb Demo		$5,509.00	3		s		
	WO	7	08/08/12	Additional Welding Along Gridline F		$2,311.00	5				

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: -- 1112-14 Newhart MS MPR Remodel
Purchase Order No. :
Contract Number: 1112-14
DSA Number: A04-111724

CHANGE ORDER

To: Construct 1 One, Corp.
2832
Tustin, CA 92780

Change Order No. : 00001
Date: 7/27/2012

Title: Change Order #1

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
WO #1	Value Enhancement	0	$4,384.00

Pursuant to a pre-construction Request For Information (R.F.I.) review and reconciliation meeting held on 6/1/12 with Owner's Representative and Construct One Corporation (Contractor) it was mutually determined that there would be additional costs for the following items:

Item 1) Pursuant to the District's request, dated 6/1/12, Construct One has agreed to remove approximately 13'-0" lineal feet of storage room wall located on the multi-purpose room side and install new T-bar and carpet. (Refer to Attachment "A" dated 6/1/12).

Item 2) Pursuant to the District's request, dated 6/1/12, Construct One Corporation has agreed to provide and install 4'-0" moveable rollers with locks on the cabinet along Grid Line F. Additionally provide and install, one removable chrome brushed hand rail for the cabinet. (Refer to Attachment "B" dated 6/1/12).

Item 3) Pursuant to the District's request, dated 6/1/12, Construct One Corporation has agreed to prepare, scrape, and apply bondo to the existing 18" x 140' glu-lam beam. Construct One will also provide and apply 2 coats of paint to the glu-lam beam. (Refer to Attachment "C" dated 6/1/12).

Item 4) Pursuant to the District's response to a pre-construction R.F.I., dated 5/25/12, it was mutually decided that four 2"x2" tube steel wall stiffeners were to be installed and embedded 24" at the low wall ramp near the southern entrance. (Refer to Attachment "D" dated 6/1/12).

Item 5) Pursuant to negotiations during the pre-construction R.F.I. review held on 6/1/12 the District and Construct One mutually decided to remove and replace 4" of concrete and reroute 2" waste line for the drinking fountain in the low wall. (Refer to Attachment "E" dated 6/1/12).

Item 6) Pursuant to the District's request, dated 6/1/12, Construct One will provide and install 1/4" gypsum wall board for the ceilings above the existing stage, including tape, sand, and paint. In addition, Construct One will provide and install 5/8" gypsum wall board for the ceilings above the new stage, including tape, sand, and paint. (Refer to Attachment "F" dated 6/1/12).

Item 7) Pursuant to negotiations during the pre-construction R.F.I. review, dated 6/1/12, the District and Construct One mutually agreed that the approximated 100 lineal feet of 4¼"X 1/8 continuous tie plating along the roof of grid line F was unnecessary and a credit was due to the district. (Refer to Attachment "G" dated 6/1/12).

Item 8) Pursuant to the District's request, dated 6/1/12, Construct One has agreed to use conduits in lieu of the 20 lineal foot walker duct located near the western wall of the library. Due to the aforementioned changes the District is owed a credit. (Refer to Attachment "H" dated 6/1/12).

Item 9) Pursuant to negotiations during the pre-construction R.F.I. review meeting, held 6/1/12, the District and Construct One mutually agreed that the removal and replacement of shear wall at grid line G.6 between 7 and 8 to be unnecessary and that a credit was owed to the District. (Refer to Attachment "I" dated 6/1/12).

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: -- 1112-14 Newhart MS MPR Remodel **Purchase Order No. :**

Contract Number: 1112-14 **DSA Number:** A04-111724

CHANGE ORDER

Item	Responsibility Code	Days	Change Amount
WO #2	Required Extra Scope	0	$24,067.00

Pursuant to changes made in the contract documents per DSA Revision #1, excluding detail 2 ADD2-S03 and detail 2B ADD2-S07, an Owner's Assist Page Turn Review meeting with the Owner's Representative and Construct One Corporation (Contractor) was held on 7/10/12. As such, the Owner's Representative and the Inspector of Record have determined the existing field conditions prohibit the execution of the aforementioned details. Upon review of DSA Revision #1, excluding detail 2 ADD2-S03 and detail 2B ADD2-S07, the District and Construct One Corporation have mutually agreed that there would be additional costs for the following items:

Item 1) Pursuant to DSA Revision #1, excluding detail 2 ADD2-S03 and detail 2B ADD2-S07, the two structural steel columns along gridline 9 have increased in size from 3"x3"x¼" to 5"x5"x¼" , the column along gridline F has increased in size from 5"x3"x¼" to 5"x4"x¼", and the new 3"x3"x¼" braces, fasteners, bolting, and welding associated with the approximately 54 foot 18x119 steel beam. (Refer to Attachment "A" dated 7/10/12).

Item 2) Pursuant to DSA Revision #1, excluding detail 2 ADD2-S03 and detail 2B ADD2-S07, a new 6x12 wood beam was added to gridline 9 with associated fasteners and roof patch back. (Refer to Attachment "B" dated 7/10/12).

Item 3) Pursuant to DSA Revision #1, a 2" wide stripe must be installed along 100 lineal feet of stage in the MPR room. (Refer to Attachment "C" dated 7/10/12).

Item 4) Pursuant to DSA Revision #1, additional door signage is required on the interior and exterior of the doors in the Southeast corner of the Library. (Refer to Attachment "D" dated 7/10/12).

Item 5) Pursuant to DSA Revision #1, an additional curb approximately 29 lineal feat with an 18"x12" footing is required along the MPR entrance door and façade. (Refer to Attachment "E" dated 7/10/12).

Item 6) Pursuant to DSA Revision #1, three new 18"x3' footings are required along the columns on gridline 9 and gridline F. (Refer to Attachment "F" dated 7/10/12).

Item 7) Pursuant to DSA Revision #1, a new 18" handrail is required along the drinking fountain near the Southeast entrance to the MPR. (Refer to Attachment "G" dated 7/10/12).

Item 8) Pursuant to the District's request, dated 7/10/12, Construct One will extend the existing soffit 80sq.ft. on the Eastern wall of the MPR. (Refer to Attachment "H" dated 7/10/12).

Item 9) Pursuant to the District's request, dated 6/27/12, Construct One will remove and replace 600sq.ft. of T-bar ceiling and 700sq.ft. of translucent T-bar ceiling in the Library. In addition, Construct One will provide and install 13 2'x4' tube lighting fixtures for the ceilings near the Southeastern entrance to the Library. (Refer to Attachment "I" dated 7/10/12).

Item 10) Pursuant to the District's request, dated 6/27/12, Construct One will prepare, prime, and paint the interior of the Library. (Refer to Attachment "J" Dated 7/10/12).

Item 11) Pursuant to the District's request, dated 6/27/12, Construct One will recess vertical wiremold in three locations on the interior of the Library. In addition, Construct one will patch drywall and install wall covering. (Refer to Attachment "K" dated 7/10/12).

Item 12) Pursuant to RFI #1 response, dated 7/2/12, Construct One will provide and install 3 Lutron dimming controls in the Library. (Refer to Attachment "L" dated 7/10/12).

Item 13) Pursuant to DSA Revision #1, Construct one will provide and install new doors and rework window frames at the Southeastern Library entrance. In addition, Construct One will paint exterior of window frames and glaze door and windows with ¼" tempered glass. (Refer to Attachment "M" dated 7/10/12).

Item 14) Pursuant to a review of the contract documents, the District has found PJHM's original design of the Computer Lab to be duplicative and unnecessary.

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: -- 1112-14 Newhart MS MPR Remodel **Purchase Order No. :**

Contract Number: 1112-14 **DSA Number:** A04-111724

CHANGE ORDER

Item	Responsibility Code	Days	Change Amount
WO #3	Value Enhancement	0	$15,345.00

Pursuant to a jobwalk, dated 7/16/12, and the District's continuous effort to enhance the value of the project it was mutually determined that there would be additional costs for the following items:

Item 1) Due to unforeseen existing conditions it was discovered while on a jobwalk, dated 7/16/12, that a 3" diameter main fire line was required to be relocated in order to avoid the stage soffit in the MPR. The District has elected to raise the 3" diameter main fire line approximately 12" in order for it to be concealed in the 10' ceiling of the MPR. (Refer to Attachment "A" dated 7/19/12).

Item 2) Pursuant to a request from the Structural Engineer, dated 7/16/12, Construct One must provide a Shoring Plan with a Civil Engineer's stamp of approval that was not part of the original scope of work. Thus, Construct One is owed for this cost.

Item 3) Pursuant to the District's request, dated 7/18/12, Construct One will remove existing, aged wall covering and provide and install new wall covering in the MPR. (Refer to Attachment "B" dated 7/19/12).

WO #4	Required Extra Scope	0	$11,712.00

Pursuant to changes made in the contract documents per Field Change Directive (FCD) #2, dated 7/17/12, additional work is required that was not included in the original scope of the project. Thus, FCD #2 has provided resolution to Details 2 ADD2-S03 and 2B ADD2-S07 that were previously unfeasible due to existing field conditions. Consequently, the completion of the Details 2 ADD2-S03 and 2B ADD2-S07 require additional demolition of the roofing structure, additional framing, and additional roof patching along gridline F. (Refer to Attachment "A" dated 7/23/12).

WO #5	Value Enhancement	0	$14,949.00

Upon the District's review of the existing 30+ year old wall covering in the Library, it has been determined that the existing, damaged wall covering shall be removed and replaced. (Refer to Attachment "A" dated 7/24/12).

WO #6	Value Enhancement	0	$5,509.00

Pursuant to an Owner's Meeting, dated 7/25/12, the District has elected to correct errors made by the original architect in the project documents. As such, it was mutually determined that there would be additional costs for the following items:

Item 1) Due to the original architects incorrect specifications for the lockset in the project documents, Construct One must provide the lockset to match existing locks on site. (Refer to Attachment "A" dated 7/25/12).

Item 2) Pursuant to the District's request, dated 7/25/12, Construct One is to remove the existing concrete and curb at the Western exterior of the MPR and replace with a 4" concrete slab. (Refer to Attachment "B" dated 7/25/12).
Item 3) Pursuant to the extension of the stage soffit, the existing HVAC duct must be relocated to remain clear of the stage soffit. (Refer to Attachment "C" dated 7/25/12).

Item 4) Due to existing site locations the original frame for the door for room A25 can not be reused. Therefore, Construct One is to provide a new metal frame for door #25. (Refer to Attachment "D" dated 7/25/12).

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: -- 1112-14 Newhart MS MPR Remodel **Purchase Order No. :**

Contract Number: 1112-14 **DSA Number:** A04-111724

CHANGE ORDER

Item	Responsibility Code	Days	Change Amount
WO #7	Required Extra Scope	0	$2,311.00

Pursuant to Request for Information (RFI) #11 response, dated 8/7/12, field change document (FCD) #4, dated 8/6/12, from the Structural Engineer, and Division of the State Architect's approval of FCD #2, dated 8/9/12, it was mutually determined that there would be additional cost for new welding and bracing that is required along Gridline F.

Item 1) As such, Construct One is to provide and install a 1/4" connection plate at the West end of Gridline F per RFI #11. Furthermore, Construct One is to provide and install a new 1/4" connection plate with bracing at Gridline F between Gridlines 9 and 10 at existing glu-lam and AC plenum, per FCD #4. (Refer to Attachment "A" dated 8/8/12).

Item 2) Pursuant to the District State Architect's approval of FCD #2, Construct one is to provide and weld a 7/16" x 3" extension plate along the Easterly end of Gridline F at shear wall connection. (Refer to Attachment "B" dated 8/14/12).

Item 3) Pursuant to the District's request, Construct One is to provide and install a 48"x12"x6" carpeted step with handrail at the Easterly end in order to provide an additional exit from the stage. (Refer to Attachment "C" dated 8/20/12).

Item 4) Pursuant to existing conditions of the aged duct work, the District has determined that the ducts shall not be cleaned in order to prevent the duct work from being damaged. (Refer to Attachment "D" dated 8/20/12). As such, the District has determined the additional cost and negotiated the full and final cost with the contractor in the amount noted below.

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	**$798,532.00**
Net Change by Previously Authorized Requests and Changes	**$0.00**
The Contract Sum Prior to This Change Order was	**$798,532.00**
The Contract Sum Will be Increased	**$78,277.00**
The New Contract Sum Including This Change Order	**$876,809.00**
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	

	Signature	Date
CUSD - Joe Farley		
Owner's Representative		8/20/12
Contractor		08/20/12
Architect of Record		08.20.12
Inspector of Record		8.20.12

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1112-14 Newhart MS MPR Remodel
Contract Number: 1112-14
DSA Number: A04-111724

WORK ORDER

To: Construct 1 One, Corp.
2832
Walnut Avenue
Tustin, CA 92780

Work Order No. : 00001
Date: 6/1/2012

Title: Pre-Construction RFI Review 6/1/12

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:

Pursuant to a pre-construction Request For Information (R.F.I.) review and reconciliation meeting held on 6/1/12 with Owner's Representative and Construct One Corporation (Contractor) it was mutually determined that there would be additional costs for the following items:

Item 1) Pursuant to the District's request, dated 6/1/12, Construct One has agreed to remove approximately 13'-0" lineal feet of storage room wall located on the multi-purpose room side and install new T-bar and carpet. (Refer to Attachment "A" dated 6/1/12).

Item 2) Pursuant to the District's request, dated 6/1/12, Construct One Corporation has agreed to provide and install 4'-0" moveable rollers with locks on the cabinet along Grid Line F. Additionally provide and install, one removable chrome brushed hand rail for the cabinet. (Refer to Attachment "B" dated 6/1/12).

Item 3) Pursuant to the District's request, dated 6/1/12, Construct One Corporation has agreed to prepare, scrape, and apply bondo to the existing 18" x 140' glu-lam beam. Construct One will also provide and apply 2 coats of paint to the glu-lam beam. (Refer to Attachment "C" dated 6/1/12).

Item 4) Pursuant to the District's response to a pre-construction R.F.I., dated 5/25/12, it was mutually decided that four 2"x2" tube steel wall stiffeners were to be installed and embedded 24" at the low wall ramp near the southern entrance. (Refer to Attachment "D" dated 6/1/12).

Item 5) Pursuant to negotiations during the pre-construction R.F.I. review held on 6/1/12 the District and Construct One mutually decided to remove and replace 4" of concrete and reroute 2" waste line for the drinking fountain in the low wall. (Refer to Attachment "E" dated 6/1/12).

Item 6) Pursuant to the District's request, dated 6/1/12, Construct One will provide and install 1/4" gypsum wall board for the ceilings above the existing stage, including tape, sand, and paint. In addition, Construct One will provide and install 5/8" gypsum wall board for the ceilings above the new stage, including tape, sand, and paint. (Refer to Attachment "F" dated 6/1/12).

Item 7) Pursuant to negotiations during the pre-construction R.F.I. review, dated 6/1/12, the District and Construct One mutually agreed that the approximated 100 lineal feet of 4¼"X 1/8 continuous tie plating along the roof of grid line F was unnecessary and a credit was due to the district. (Refer to Attachment "G" dated 6/1/12).

Item 8) Pursuant to the District's request, dated 6/1/12, Construct One has agreed to use conduits in lieu of the 20 lineal foot walker duct located near the western wall of the library. Due to the aforementioned changes the District is owed a credit. (Refer to Attachment "H" dated 6/1/12).

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1112-14 Newhart MS MPR Remodel
Contract Number: 1112-14
DSA Number: A04-111724

WORK ORDER

To: Construct 1 One, Corp.
2832
Walnut Avenue
Tustin, CA 92780

Work Order No. : 00001
Date: 6/1/2012

Title: Pre-Construction RFI Review 6/1/12

Item 9) Pursuant to negotiations during the pre-construction R.F.I. review meeting, held 6/1/12, the District and Construct One mutually agreed that the removal and replacement of shear wall at grid line G.6 between 7 and 8 to be unnecessary and that a credit was owed to the District. (Refer to Attachment "I" dated 6/1/12). As such, the District determined the additional cost and negotiated the full and final cost with the contractor in the amount noted below

Item	Description	Amount
00001		$4,384.00

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. the amount of the charges (if applicable) under the Work Order is limited to $25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- [x] Lump Sum **$4,384.00**
- [ ] Not To Exceed _____
- [ ] Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- [ ] Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- [ ] In accordance with Contract unit prices

TIME:

- [x] No Change
- [ ] Time Impact Unknown
- [ ] Impact to Contract completion is estimated at _____ days.
- [ ] Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: _____ Days: _____ The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley	Joe Farley	6/13/12
Owner's Representative		6/6/12
Contractor		6-6-12
Architect of Record		6/6/12
Inspector of Record		6/6/12

Newhart Middle School MPR Expansion BID # 1112-14

W.O. # 001
Pre-Construction RFI Review
DATA DATE: 6/1/2012

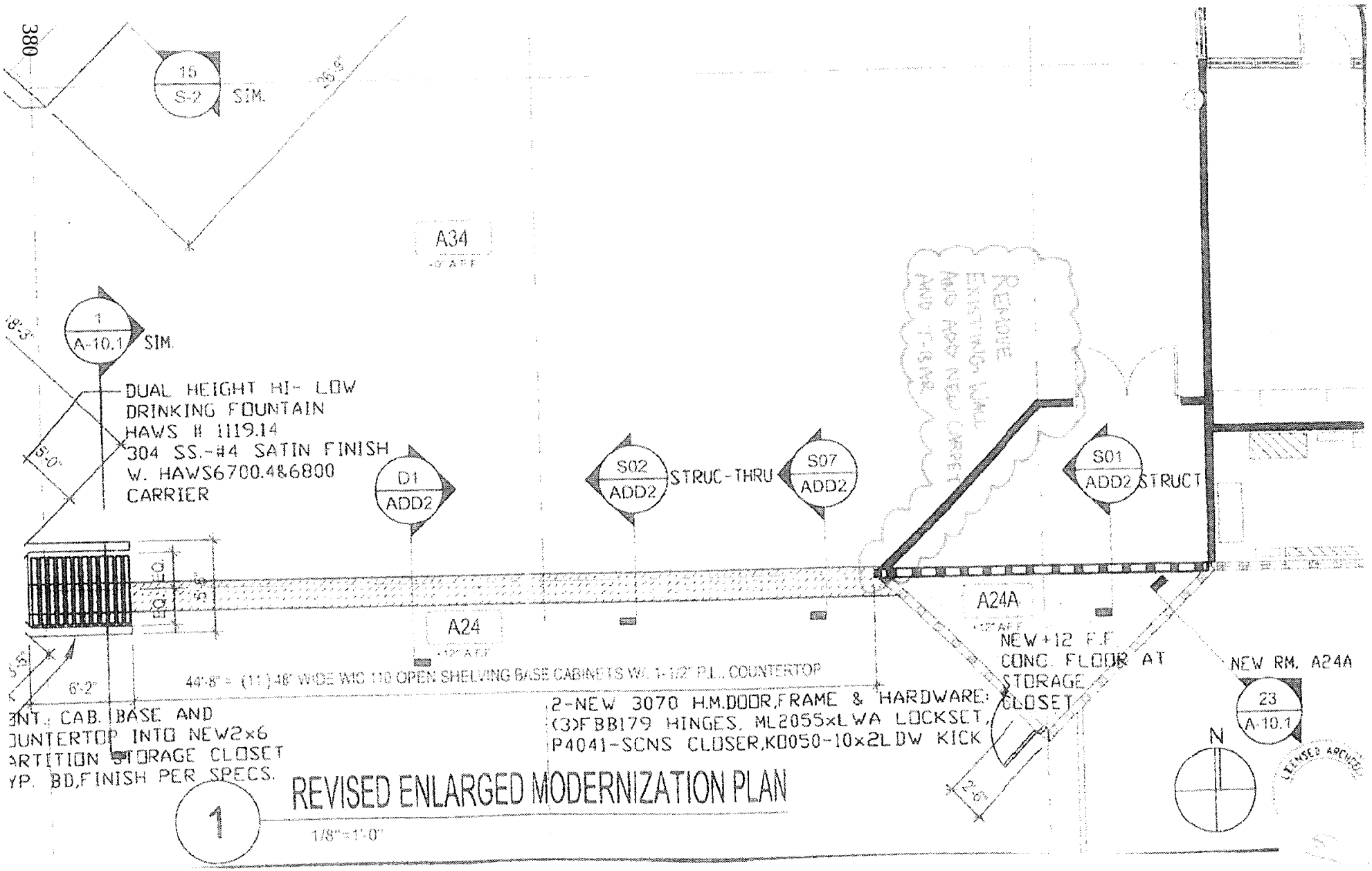
Add

ITEM NO. CUSD	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1	Provide material and labor to remove approximately 13' lineal feet of storage room wall Labor = 2 men x 8hrs x $65/hr. = $1040 Material Carpet = $4/sq.ft. x 120 sq.ft. = $480 Material T-Bar = $5/sq.ft. x 120 sq.ft. = $600		$ 1,080.00	$ 1,040.00	$ 2,120.00
2	Provide material and labor to install rollers with locks and chrome handrail on 4'-0" cabinet Labor = 2 men x 4hrs x $65/hr = $520 Material = $ 750 Lump Sum Price		$ 750.00	$ 520.00	$ 1,270.00
3	Provide material and labor to paint and prepare approximately 18" x 120'-0" lineal feet of glu-lam bar Labor = 2 men x 8hrs x $65/hr. = $1040 Material = $1200 Lump Sum Price		$ 1,260.00	$ 1,040.00	$ 2,240.00
4	Provide material and labor to install four 2" x 2" tube steel wall stiffener to the lower wall near the southern entrance Labor 2 men x 8hrs x $65/h = $1040 Labor Core Drill = $500 Material Tube Steel = 4 x $200 = $800 Material Concrete = $200		$ 1,000.00	$ 1,540.00	$ 2,540.00
5	Provide labor and material to relocate drinking fountain 2"waste line and remove and replace 4"of concrete Labor = 1 man x 4hrs. x $65/hr. = $260 Materials Concrete = $250 Lump Sum Price		$ 250.00	$ 260.00	$ 510.00
6	Provide materials and labor to install 1/4" gypsum wall board and 5/8" gypsum wall board to stage ceilings Material 1/4" gypsum wall board = $4.50/sq.ft. x 400 sq.ft. = $1800 Material 5/8" gypsum wall board = $5.00/sq.ft. x 400 sq.ft. = $2000		$ 3,800.00	$ -	$ 3,800.00
				Subtotal Add	$ 12,480.00
				10% Fee	$ 1,248.00
				Subtotal	$ 13,728.00
				5% GC/Ins. Fee	$ 686.40
				Net Add	$ 14,414.40

Credit

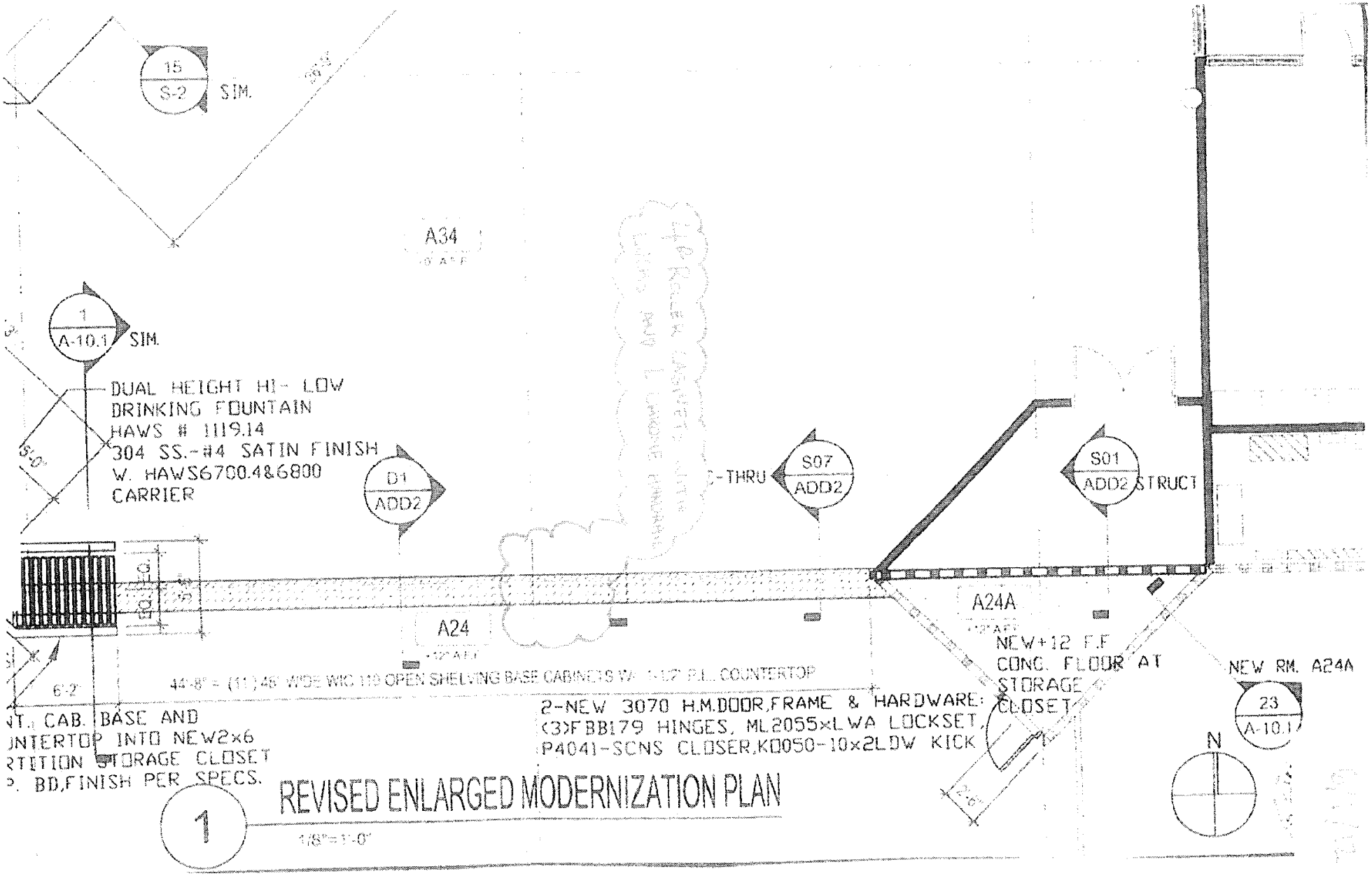
ITEM NO. CUSD	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1	Credit for deletion of walker duct and installation of conduit Walker Duct = $(3,000) Conduits = $1,500		$ 1,500.00	$ -	$ 1,500.00
2	Credit for deletion of Seismic Strap at gridline "F" Labor = 2 men x 5 days x 8hrs x $65/hr. = $5200 Materials = $1,000 Lump Sum Price		$ 1,000.00	$ 5,200.00	$ 6,200.00
3	Credit for Deletion of Remove and Replace New Shear wall at gridline "G.6" between 7 and 8 Labor = 2 men x 2 days x 8hrs x $65/hr. = $2080 Materials = $250 Lump Sum Price		$ 250.00	$ 2,080.00	$ 2,330.00
				Subtotal Credit	$ (10,030.00)
				Net Add	$ 14,414.40
				Net Credit	$ (10,030.00)
				FULL AND FINAL TOTAL*	$ 4,384

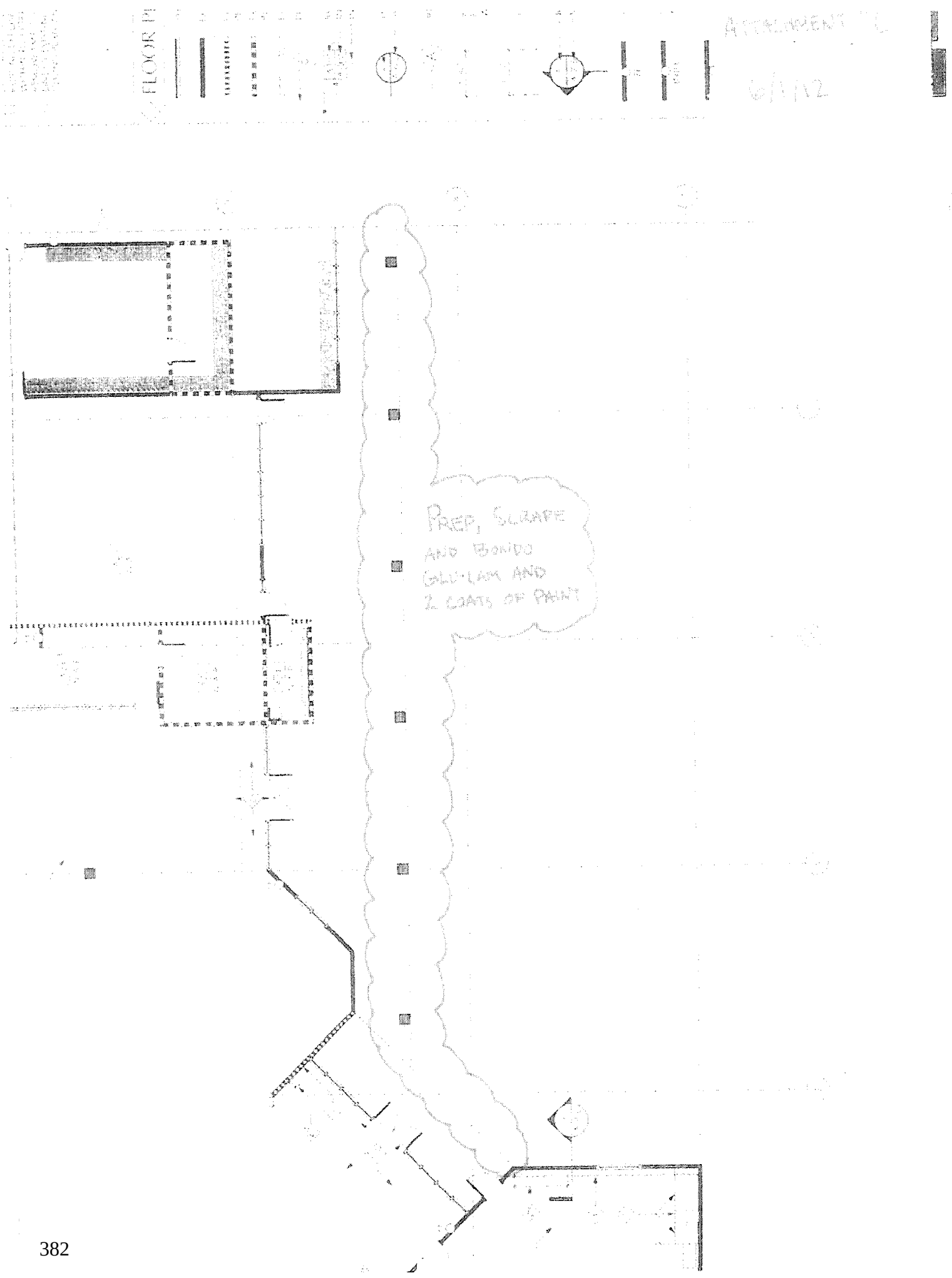
*Rounded to nearest dollar

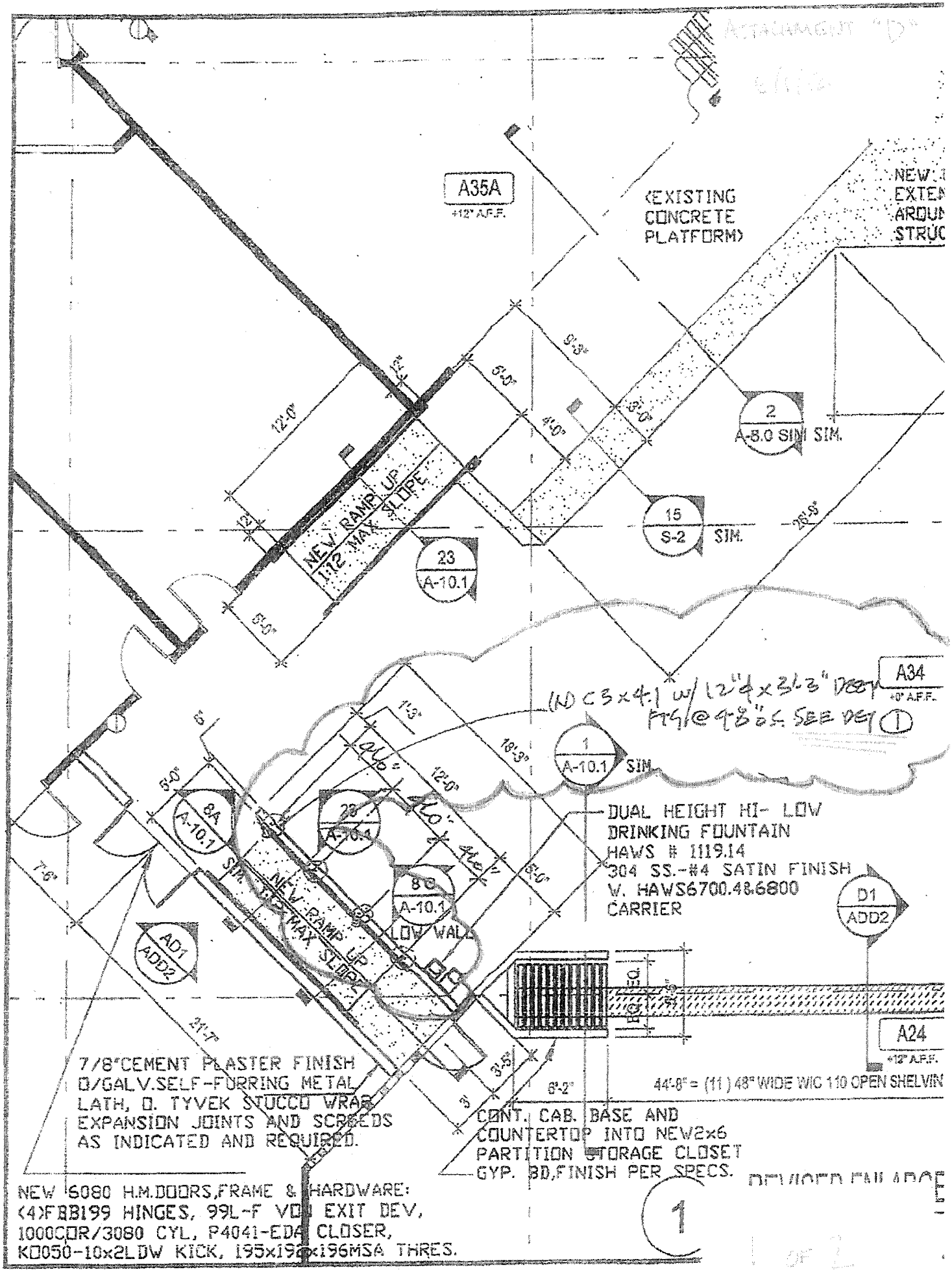


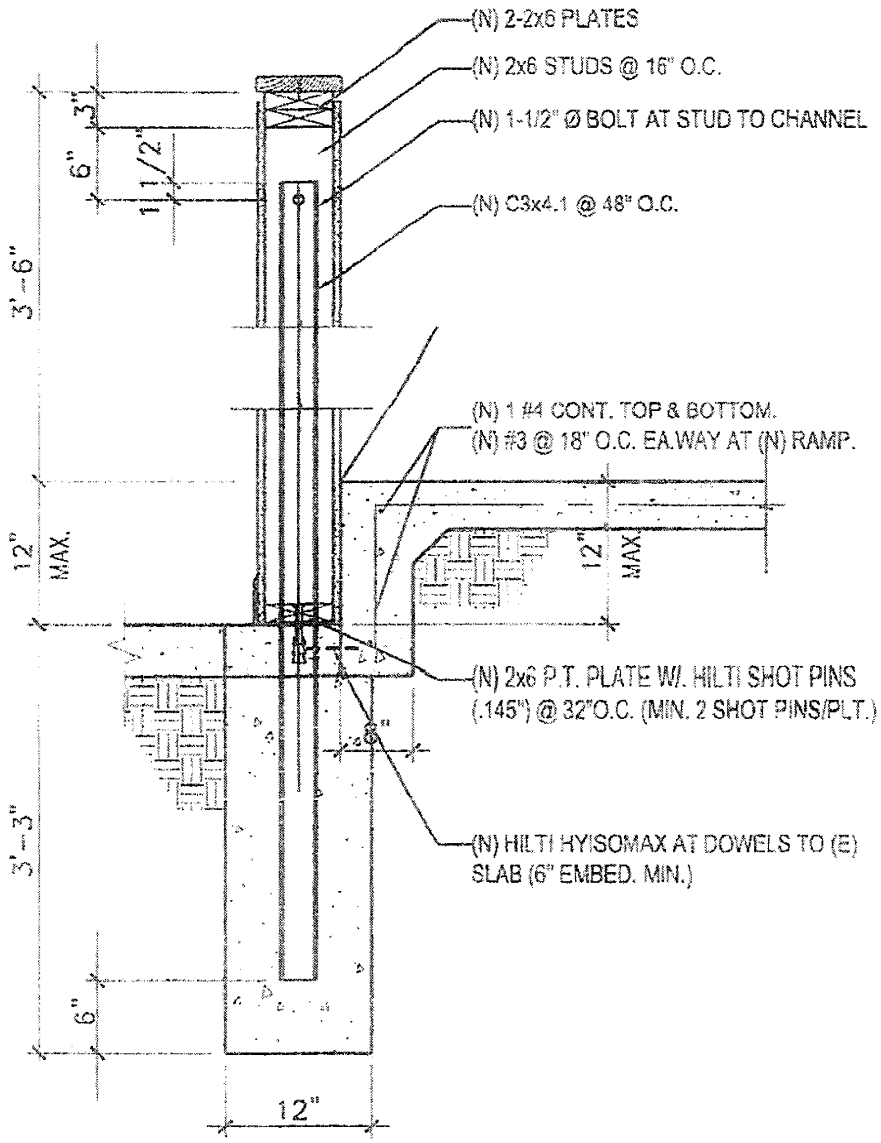
1 REVISED ENLARGED MODERNIZATION PLAN

1/8"=1'-0"


15
S-2
SIM.
A34
1
A-10.1
SIM.
DUAL HEIGHT HI - LOW
DRINKING FOUNTAIN
HAWS # 1119.14
304 SS.-#4 SATIN FINISH
W. HAWS6700.4&6800
CARRIER
D1
ADD2
S07
ADD2
S01
ADD2
A24
A24A
NEW+12 F.F
CONC. FLOOR AT
STORAGE
NEW RM. A24A
23
A-10.1
N
6'-2"
44'-8" = (11)48" WIDE WIC 119 OPEN SHELVING BASE CABINETS W/ 1-1/2" P.L. COUNTERTOP
NT. CAB. BASE AND
UNTERTOP INTO NEW2x6
RTITION STORAGE CLOSET
. BD,FINISH PER SPECS.
2-NEW 3070 H.M.DOOR,FRAME & HARDWARE:
(3)FBB179 HINGES, ML2055xLWA LOCKSET,
P4041-SCNS CLOSER,KD050-10x2LDW KICK
1
REVISED ENLARGED MODERNIZATION PLAN
1/8"=1'-0"


PREP, SCRAPE
AND BONDO
GEL-COAT AND
2 COATS OF PAINT


ATTACHMENT "D"
A35A
+12" A.F.F.
(EXISTING CONCRETE PLATFORM)
NEW EXTEN AROUN STRUC
2
A-8.0 SIM SIM.
15
S-2 SIM.
23
A-10.1
NEW RAMP UP 1:12 MAX SLOPE
12'-0"
9'-3"
5'-0"
4'-0"
3'-0"
26'-0"
A34
+0" A.F.F.
(N) C3x4.1 w/ 12"4x3'-3" DEEP FTG @ 48" O.C. SEE DET 1
1
A-10.1 SIM
18'-3"
12'-0"
8A
A-10.1
SIM.
8C
A-10.1
LOW WALL
NEW RAMP UP 1:12 MAX SLOPE
DUAL HEIGHT HI- LOW DRINKING FOUNTAIN HAWS # 1119.14 304 SS.-#4 SATIN FINISH W. HAWS6700.4&6800 CARRIER
D1
ADD2
AD1
ADD2
A24
+12" A.F.F.
44'-8" = (11) 48" WIDE WIC 110 OPEN SHELVIN
6'-2"
21'-7"
7'-6"
7/8"CEMENT PLASTER FINISH O/GALV.SELF-FURRING METAL LATH, O. TYVEK STUCCO WRAP EXPANSION JOINTS AND SCREEDS AS INDICATED AND REQUIRED.
CONT. CAB. BASE AND COUNTERTOP INTO NEW2x6 PARTITION STORAGE CLOSET GYP. BD,FINISH PER SPECS.
NEW 6080 H.M.DOORS,FRAME & HARDWARE: (4)FBB199 HINGES, 99L-F VON EXIT DEV, 1000COR/3080 CYL, P4041-EDA CLOSER, KO050-10x2LDW KICK, 195x192x196MSA THRES.
1



FILE/CSI NUMBER: 000100-00J0 REVISION DATE: 06/12/00 JOB NUMBER: 8816000

RAMP LOW WALL SUPPORT

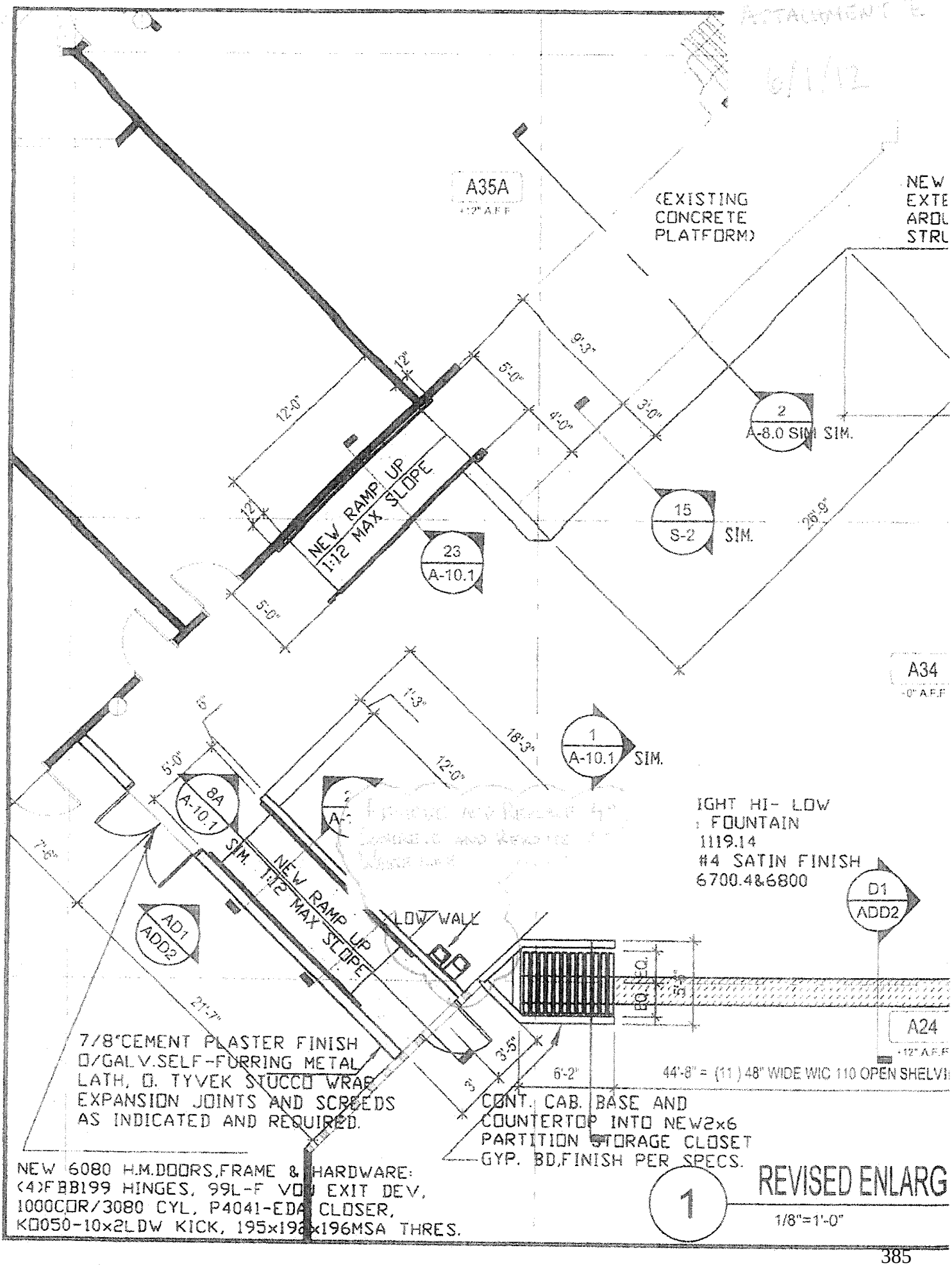
3/4"=1'-0"

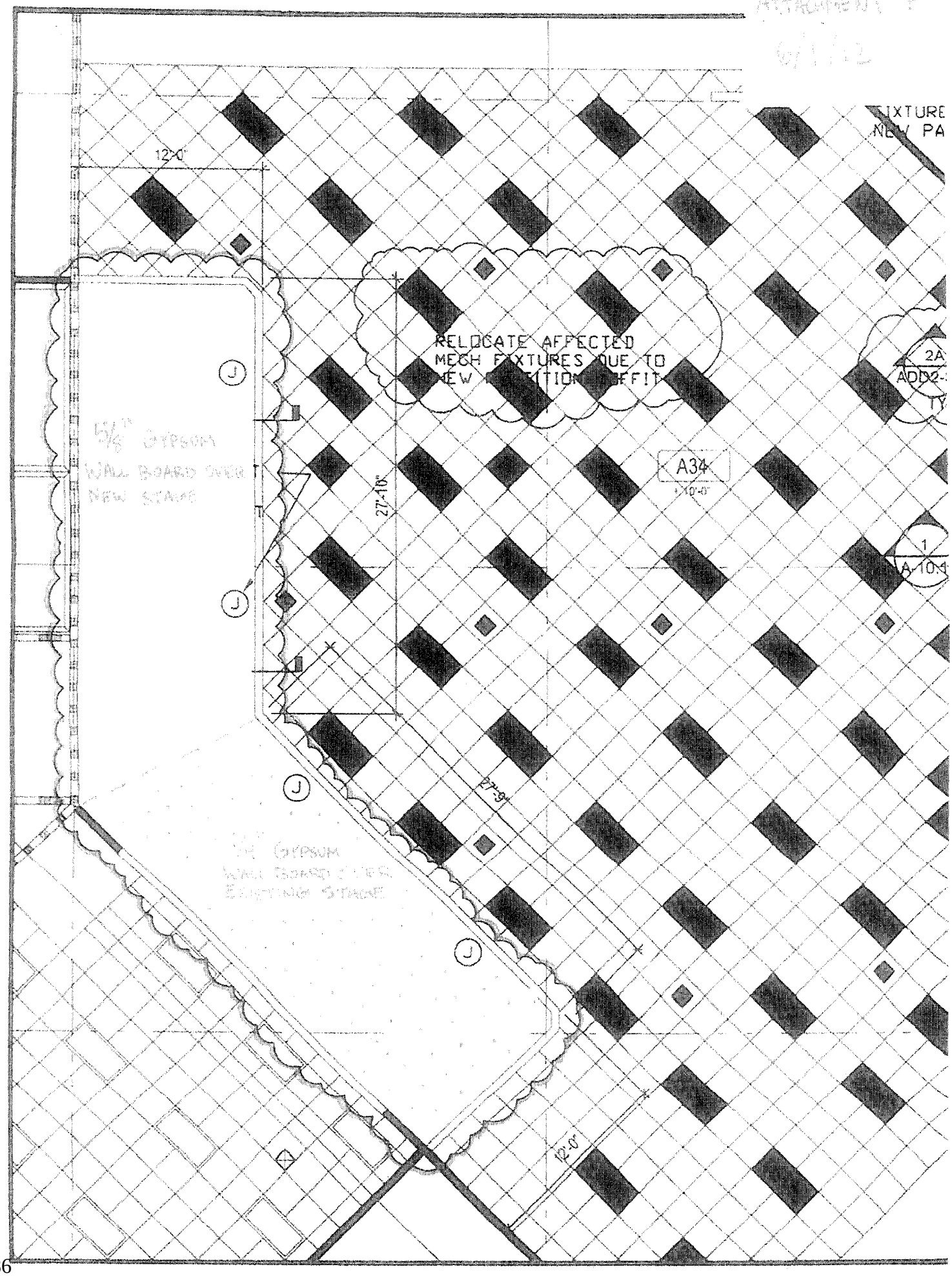
FCD-1
SK -S1

NOTES:
CAPISTRANO USD – NEWHART MIDDLE SCHOOL
MPR RENOVATION A# 04-111724

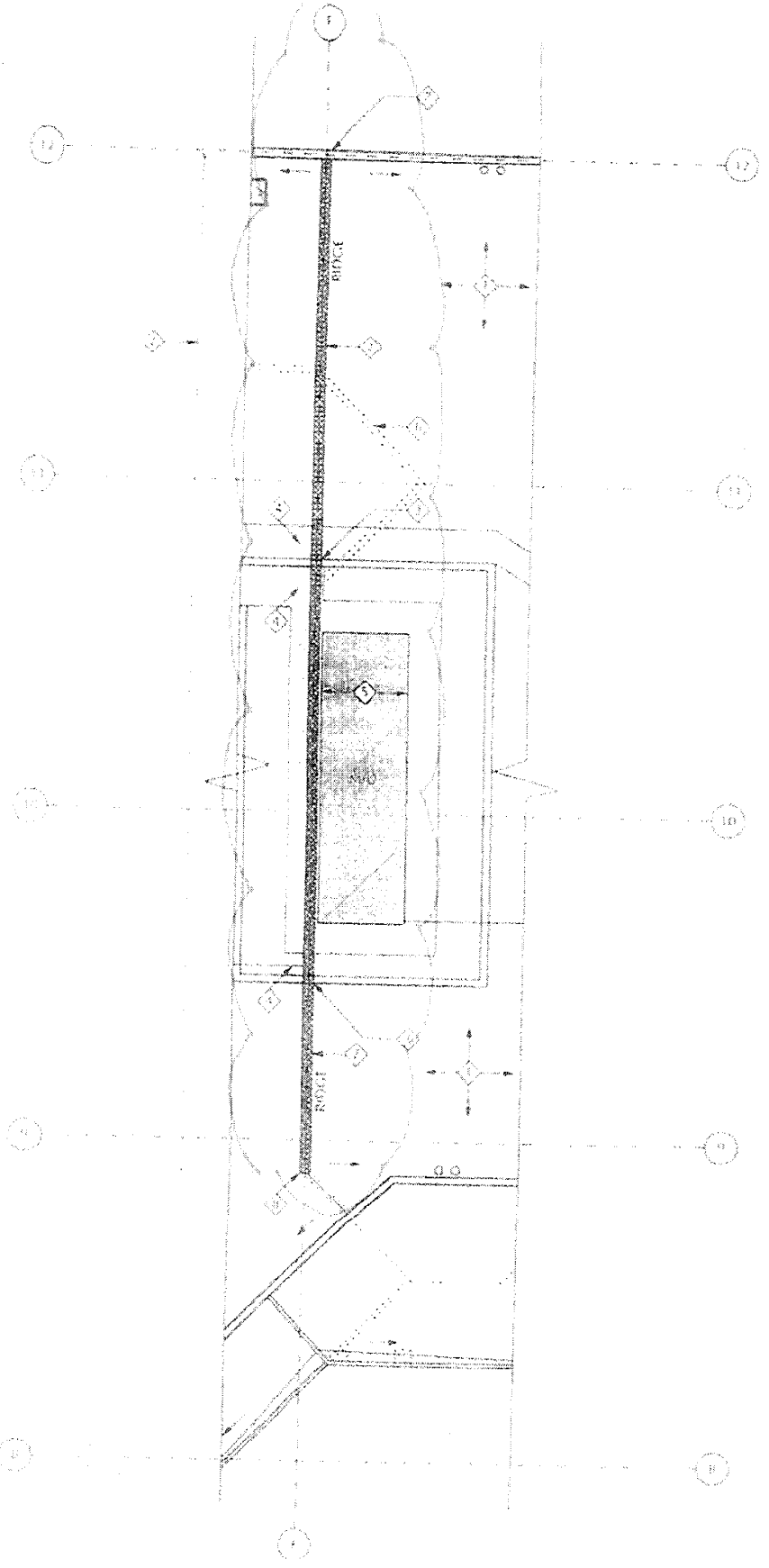
LICENSED ARCHITECT
ROBERT J. HENSLEY
No. C17256
EXP. 04/30/13
STATE OF CALIFORNIA

DSA NUMBER: 04-111724	JOB NUMBER: 8816000
WLC Architects, Inc.	REVISION DATE: 06/2/12


ATTACHMENT "E"
6/1/12
A35A
+12" A.F.F.
(EXISTING
CONCRETE
PLATFORM)
NEW
EXTE
AROU
STRU
9'-3"
5'-0"
4'-0"
3'-0"
12'-0"
12"
12"
NEW RAMP UP
1:12 MAX SLOPE
2
A-8.0 SIM SIM.
15
S-2
SIM.
26'-9"
23
A-10.1
5'-0"
A34
-0" A.F.F.
1'-3"
18'-3"
12'-0"
1
A-10.1
SIM.
6"
5'-0"
8A
A-10.1
SIM.
NEW RAMP UP
1:12 MAX SLOPE
7'-6"
AD1
ADD2
LOW WALL
IGHT HI- LOW
FOUNTAIN
1119.14
#4 SATIN FINISH
6700.4&6800
D1
ADD2
A24
+12" A.F.F.
21'-7"
3'-5"
3'
6'-2"
44'-8" = (11) 48" WIDE WIC 110 OPEN SHELVI
7/8"CEMENT PLASTER FINISH
O/GALV.SELF-FURRING METAL
LATH, O. TYVEK STUCCO WRAP
EXPANSION JOINTS AND SCREEDS
AS INDICATED AND REQUIRED.
CONT. CAB. BASE AND
COUNTERTOP INTO NEW2x6
PARTITION STORAGE CLOSET
GYP. BD,FINISH PER SPECS.
NEW 6080 H.M.DOORS,FRAME & HARDWARE:
(4)FBB199 HINGES, 99L-F VOU EXIT DEV,
1000COR/3080 CYL, P4041-EDA CLOSER,
KO050-10x2LDW KICK, 195x192x196MSA THRES.
1
REVISED ENLARG
1/8"=1'-0"


ATTACHMENT "F"
12'-0"
RELOCATE AFFECTED
MECH FIXTURES DUE TO
NEW PARTITION OFFIT
5/8" GYPSUM
WALL BOARD OVER
NEW STAGE
27'-10"
A34
10'-0"
27'-9"
GYPSUM
WALL BOARD OVER
EXISTING STAGE
12'-0"
2A
ADD2-
1
A-10.1

386

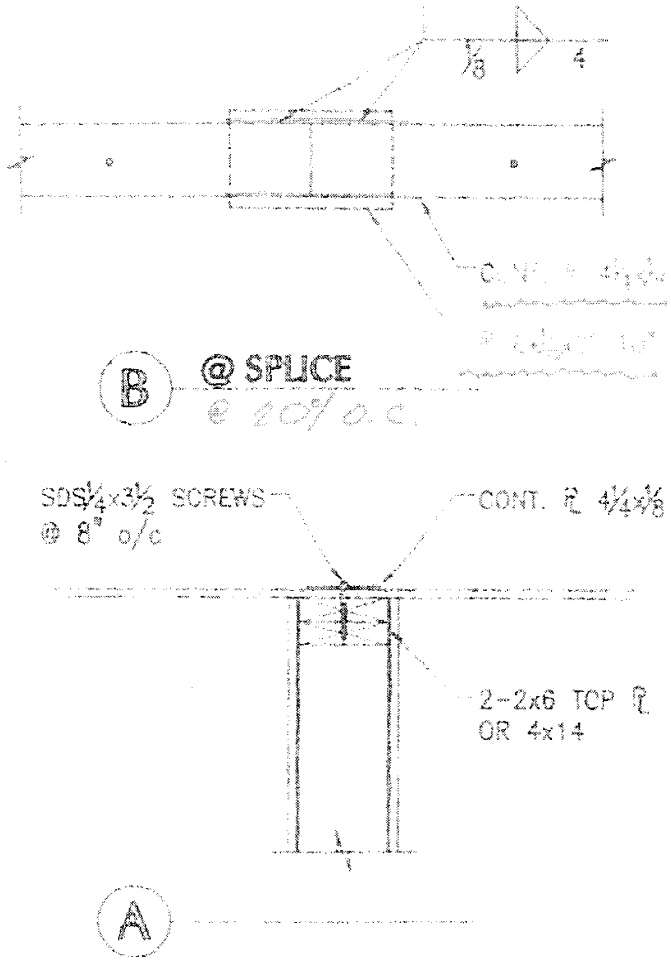


ATTACHMENT "G"

ROOF PLAN KEYNOTES

1 OF 2

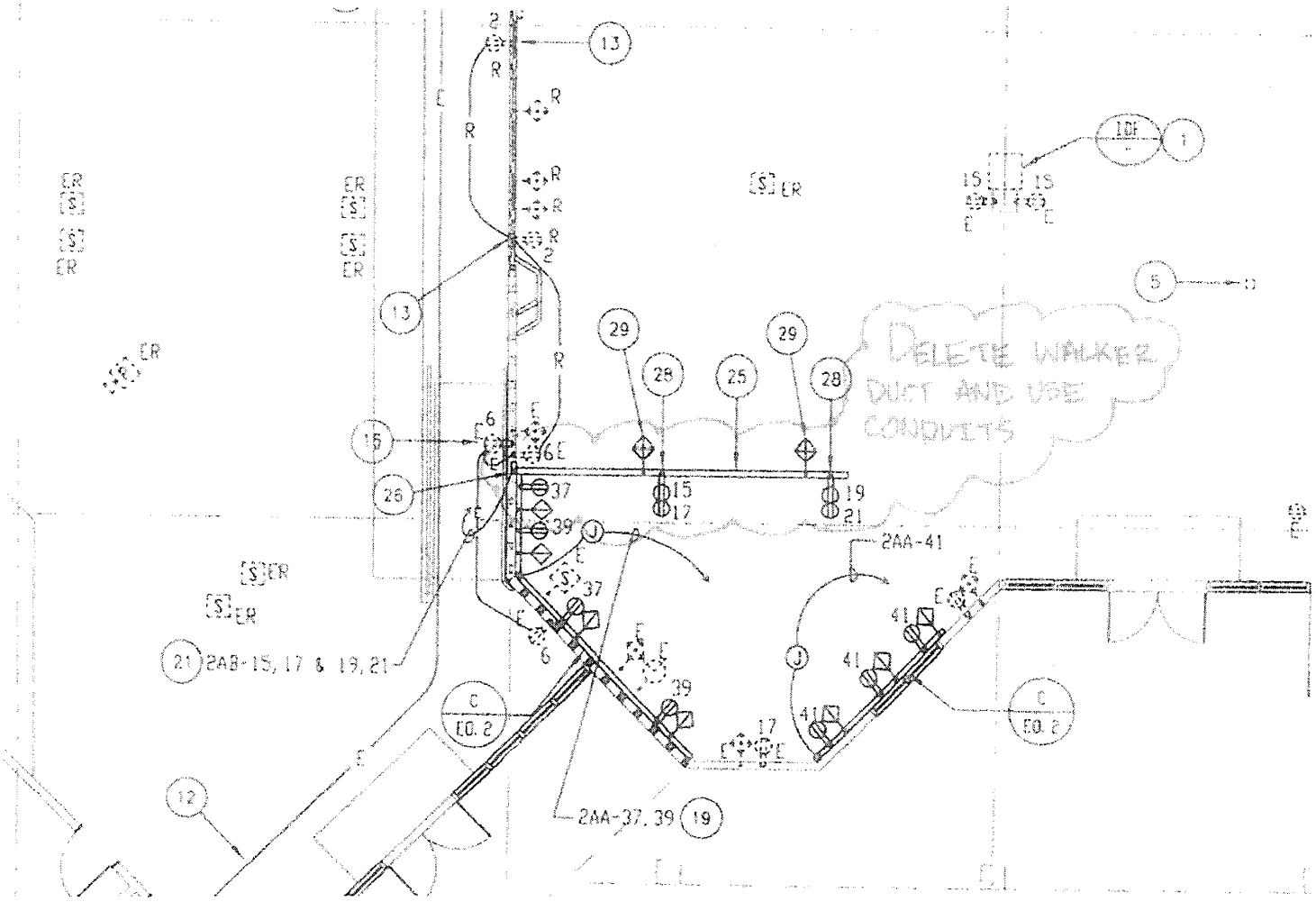
ATTACHMENT "B"

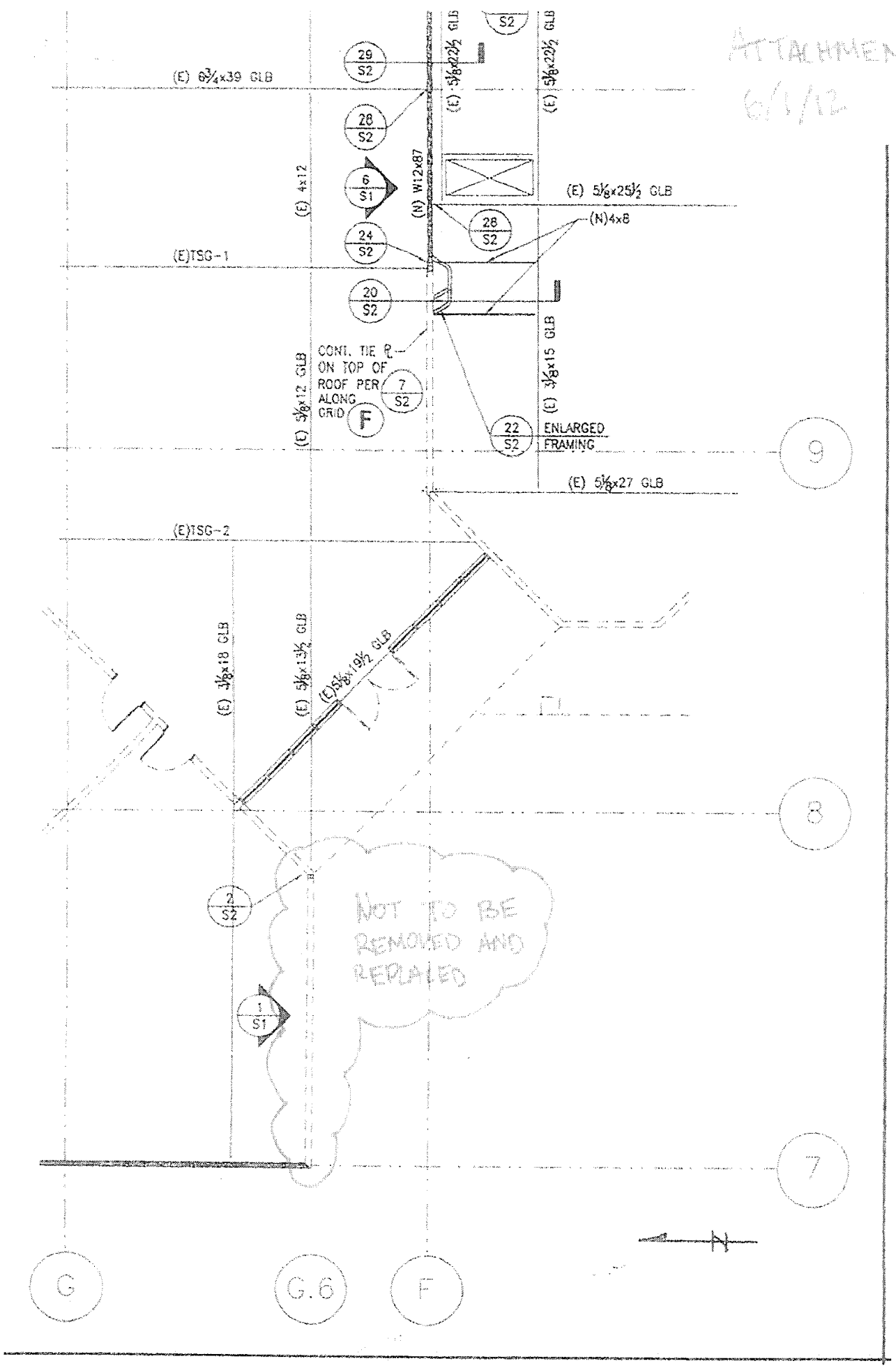


7

2 OF 2

ATTACHMENT "A"
6/1/12




ATTACHMENT "I"
6/1/12
(E) 6¾x39 GLB
29 S2
28 S2
6 S1
(E) 4x12
(N) W12x87
(E) 5⅛x22½ GLB
(E) 5⅛x25½ GLB
(N)4x8
24 S2
(E)TSG-1
20 S2
CONT. TIE R ON TOP OF ROOF PER 7 S2 ALONG GRID F
(E) 3⅛x12 GLB
(E) 3⅛x15 GLB
22 S2 ENLARGED FRAMING
9
(E) 5⅛x27 GLB
(E)TSG-2
(E) 3⅛x18 GLB
(E) 5⅛x13½ GLB
(E)5⅛x19½ GLB
8
2 S2
NOT TO BE REMOVED AND REPLACED
1 S1
7
G
G.6
F

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1112-14 Newhart MS MPR Remodel
Contract Number: 1112-14
DSA Number: A04-111724

WORK ORDER

To: Construct 1 One, Corp.
2832
Walnut Avenue
Tustin, CA 92780

Work Order No. : 00002
Date: 7/11/2012

Title: DSA Revision #1 Changes

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those indentified herein.

Description of Proposal:

Pursuant to changes made in the contract documents per DSA Revision #1, excluding detail 2 ADD2-S03 and detail 2B ADD2-S07, an Owner's Assist Page Turn Review meeting with the Owner's Representative and Construct One Corporation (Contractor) was held on 7/10/12. As such, the Owner's Representative has determined the existing field conditions prohibit the execution of the aforementioned details. Upon review of DSA Revision #1, excluding detail 2 ADD2-S03 and detail 2B ADD2-S07, the District and Construct One Corporation have mutually agreed that there would be additional costs for the following items:

Item 1) Pursuant to DSA Revision #1, excluding detail 2 ADD2-S03 and detail 2B ADD2-S07, the two structural steel columns along gridline 9 have increased in size from 3"x3"x¼" to 5"x5"x¼" , the column along gridline F has increased in size from 5"x3"x¼" to 5"x4"x¼", and the new 3"x3"x¼" braces, fasteners, bolting, and welding associated with the approximately 54 foot 18x119 steel beam. (Refer to Attachment "A" dated 7/10/12)

Item 2) Pursuant to DSA Revision #1, excluding detail 2 ADD2-S03 and detail 2B ADD2-S07, a new 6x12 wood beam was added to gridline 9 with associated fasteners and roof patch back. (Refer to Attachment "B" dated 7/10/12).

Item 3) Pursuant to DSA Revision #1, a 2" wide stripe must be installed along 100 lineal feet of stage in the MPR room. (Refer to Attachment "C" dated 7/10/12).

Item 4) Pursuant to DSA Revision #1, additional door signage is required on the interior and exterior of the doors in the Southeast corner of the Library. (Refer to Attachment "D" dated 7/10/12).

Item 5) Pursuant to DSA Revision #1, an additional curb approximately 29 lineal feat with an 18"x12" footing is required along the MPR entrance door and façade. (Refer to Attachment "E" dated 7/10/12).

Item 6) Pursuant to DSA Revision #1, three footings for the steel columns along gridline 9 require additional rebar ties. (Refer to Attachment "F" dated 7/10/12).

Item 7) Pursuant to DSA Revision #1, a new 18" handrail is required along the drinking fountain near the Southeast entrance to the MPR. (Refer to Attachment "G" dated 7/10/12).

Item 8) Pursuant to the District's request, dated 7/10/12, Construct One will extend the existing soffit 80sq.ft. on the Eastern wall of the MPR. (Refer to Attachment "H" dated 7/10/12).

Item 9) Pursuant to the District's request, dated 6/27/12, Construct One will remove and replace 600sq.ft. of T-bar ceiling and 700sq.ft. of translucent T-bar ceiling in the Library. In addition, Construct One will provide and install 13 2'x4' tube lighting fixtures for the ceilings near the Southeastern entrance to the Library. (Refer to Attachment "I" dated 7/10/12).

Item 10) Pursuant to the District's request, dated 6/27/12, Construct One will prepare, prime, and paint the interior of the Library. (Refer to Attachment "J" Dated 7/10/12).

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1112-14 Newhart MS MPR Remodel
Contract Number: 1112-14 **DSA Number:** A04-111724

WORK ORDER

To: Construct 1 One, Corp.
2832
Walnut Avenue
Tustin, CA 92780

Work Order No. : 00002
Date: 7/11/2012

Title: DSA Revision #1 Changes

Item 11) Pursuant to the District's request, dated 6/27/12, Construct One will recess vertical wiremold in three locations on the interior of the Library. In addition, Construct one will patch drywall and install wall covering. (Refer to Attachment "K" dated 7/10/12).

Item 12) Pursuant to RFI #1 response, dated 7/2/12, Construct One will provide and install 3 Lutron dimming controls in room A35A on the Southeastern wall. (Refer to Attachment "L" dated 7/10/12).

Item 13) Pursuant to DSA Revision #1, Construct one will provide and install new doors and rework window frames at the Southeastern Library entrance. In addition, Construct One will paint exterior of window frames and glaze door and windows with ¼" tempered glass. (Refer to attachment "M" dated 7/10/12).

Item 14) Pursuant to a review of the contract documents, the District has found PJHM's original design of the Computer Lab to be duplicative and unnecessary. The existing Computer Lab is fully functional and it is in the District's best interest to remove all electrical work in the Computer Lab from the scope of the project. (Refer to Attachment "N" dated 6/12/12). As such, the District determined the additional cost and negotiated the full and final cost with the contractor in the amount noted below.

Item	Description	Amount
00001		$24,067.00

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. the amount of the charges (if applicable) under the Work Order is limited to $25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

☒ Lump Sum **$24,067.00** ☐ 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	Joe Farley	7/11/12
Owner's Representative		7/11/12
Contractor	John Slater	7-11-12
Architect of Record		7.11.12
Inspector of Record		7/11/12

Newhart Middle School MPR Expansion BID # 1112-14

W.O. # 002
DSA Revision #1 Changes
DATA DATE: 7/10/2012

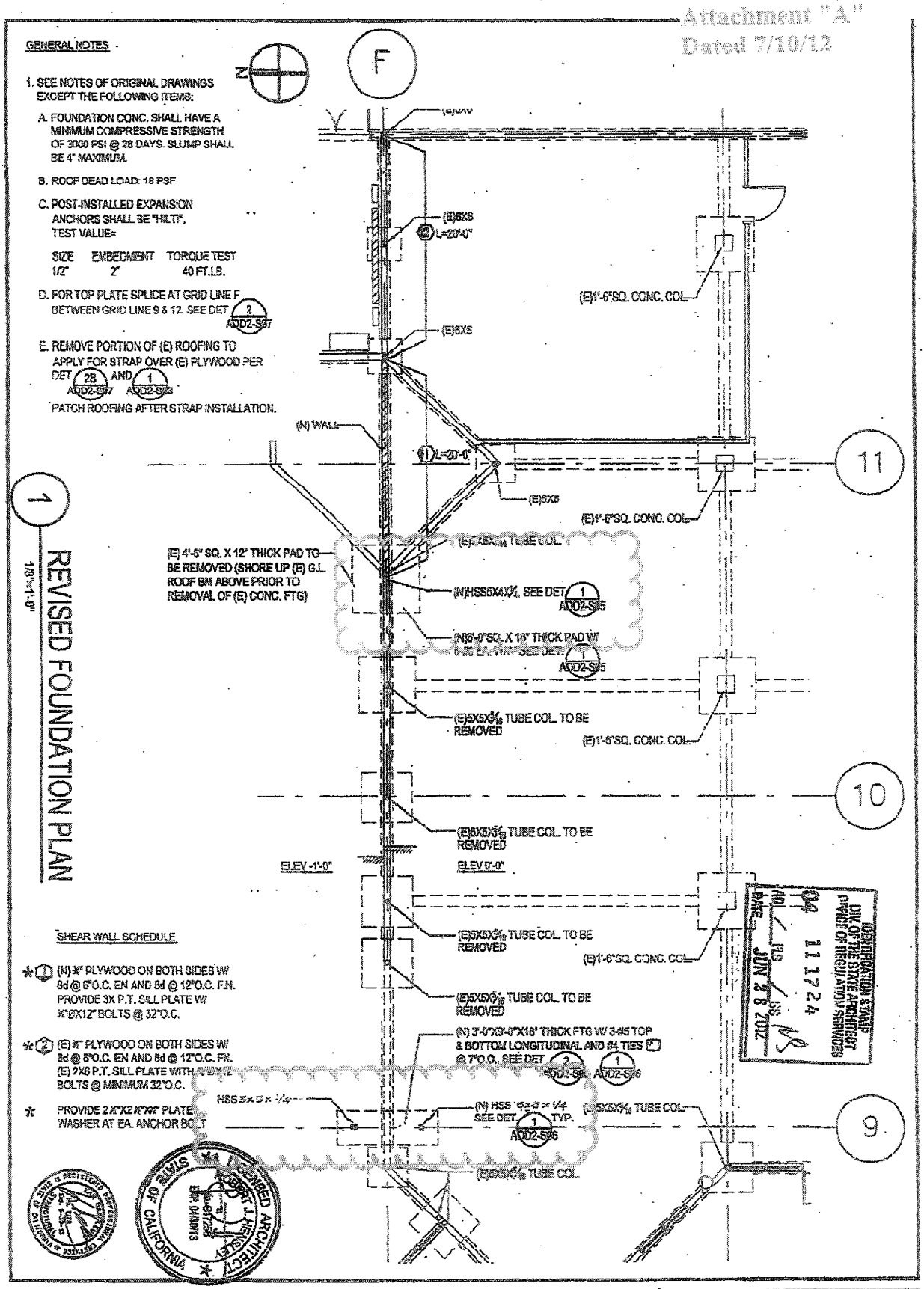
Add

ITEM NO. CUSD	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1	Provide labor and materials for steel material to increase 2 columns gridline 9 from 3"x3"x¼" to 5"x5"x¼", increase column on gridline F from 5"x3"x¼" to 5"x4"x¼", and 3"x3"x¼" braces, fasteners, bolting Material Steel = $5000 Lump Sum		$ -	$ 5,000.00	$ 5,000.00
2	Provide labor and materials to install 6x12 wood beam with associated fasteners and roof patch back Labor = 2 men x 8hrs x $65/hr = $1040 Material = $ 700 Lump Sum Price		$ 700.00	$ 1,040.00	$ 1,740.00
3	Provide labor and materials to install 2" wide stripe glue in offset Labor = 1 man x 4hrs x $65/hr. = $260		$ -	$ 260.00	$ 260.00
4	Provide labor and materials to install four door signs Material Tube Steel = 4 x $50 = $200		$ 200.00	$ -	$ 200.00
5	Provide labor and materials to install 29 lineal feet of curb with 18"x12" footing Labor = 2 men x 8hrs. x $65/hr. = $1040 Materials Rebar = $200 Lump Sum Price Materials Concrete = $100 x 2 yards = $200		$ 400.00	$ 1,040.00	$ 1,440.00
6	Provide labor and materials to install three 18"x3' footings Lump Sum Price = $100 x 3 Footings = $300		$ 300.00		$ 300.00
7	Provide labor and materials to install 18" handrail Lump Sum Price = $300		$ 300.00		$ 300.00
8	Provide labor and materials to extend soffit 80sq.ft. Lump Sum Price = $1600		$ 1,600.00		$ 1,600.00
9	Provide labor and materials to remove and replace 600sq,ft, of T-bar and 700sq.ft. of translucent T-bar ceiling and install 13 2'x4' tube light fixtures Material Translucent T-bar = 175 translucent x $13 = $2275 Material T-bar = $3250 Material Tube Light Fixtures = 13 x $362 = 4706 Labor = 4 men x 8hrs x 2 days x $65 = $4160		$ 10,231.00	$ 4,160.00	$ 14,391.00
10	Provide labor and materials to prep, prime, and paint Library interior Material Paint = $1000 Lump Sum Price Labor = 3 men x 8hrs x $65 = $1560		$ 1,000.00	$ 1,560.00	$ 2,560.00
11	Provide labor and materials to recess three vertical wiremolds Material Drywall Patching = $650 Lump Sum Price Labor = 2 men x 8hrs x $65 = 1040		$ 650.00	$ 1,040.00	$ 1,690.00
12	Provide labor and materials to install 3 Lutron dimming controls Material Lutron Dimmer = 3 x $500 = $1500		$ 1,500.00		$ 1,500.00
13	Provide labor and materials to install double doors, rework window frame, paint, and glaze Material Double Doors = $1950 Material Paint Exterior Windows = 4 x $65= $260 Material Glaze = $2710 Lump Sum Price Labor = 3 men x 8hrs x 3 days x $65 = $4680		$ 4,920.00	$ 4,680.00	$ 9,600.00
			Subtotal Add		$ 40,581.00
			10% Fee		$ 4,058.10
			Subtotal		$ 44,639.10
			5% GC/Ins. Fee		$ 2,231.96
			Net Add		$ 46,871.06

Credit

ITEM NO. CUSD	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1	Credit for deletion of 74 data drops and associated equipment in classroom A28 Materials = $4917 Lump Sum Price Labor = 4 men x 6.5 days x 8hrs x $65/hr = $13,520		$ 4,917	$ 13,520	$ 18,437
2	Credit to delete all work in classroom A28, which includes the installation of new panel "2AB" and its related feeder and all 2 compartment surface raceway andall related fitting, wire, conduit, receptacles Materials = $1,767 Lump Sum Price Labor = 1 man x 5 days x 8hrs x $65/hr = $2600		$ 1,767.00	$ 2,600.00	$ 4,367.00
			Subtotal Credit		$ (22,804.00)
			Net Add		$ 46,871.06
			Net Credit		$ (22,804.00)
			FULL AND FINAL TOTAL*		$ 24,067

*Rounded to nearest dollar



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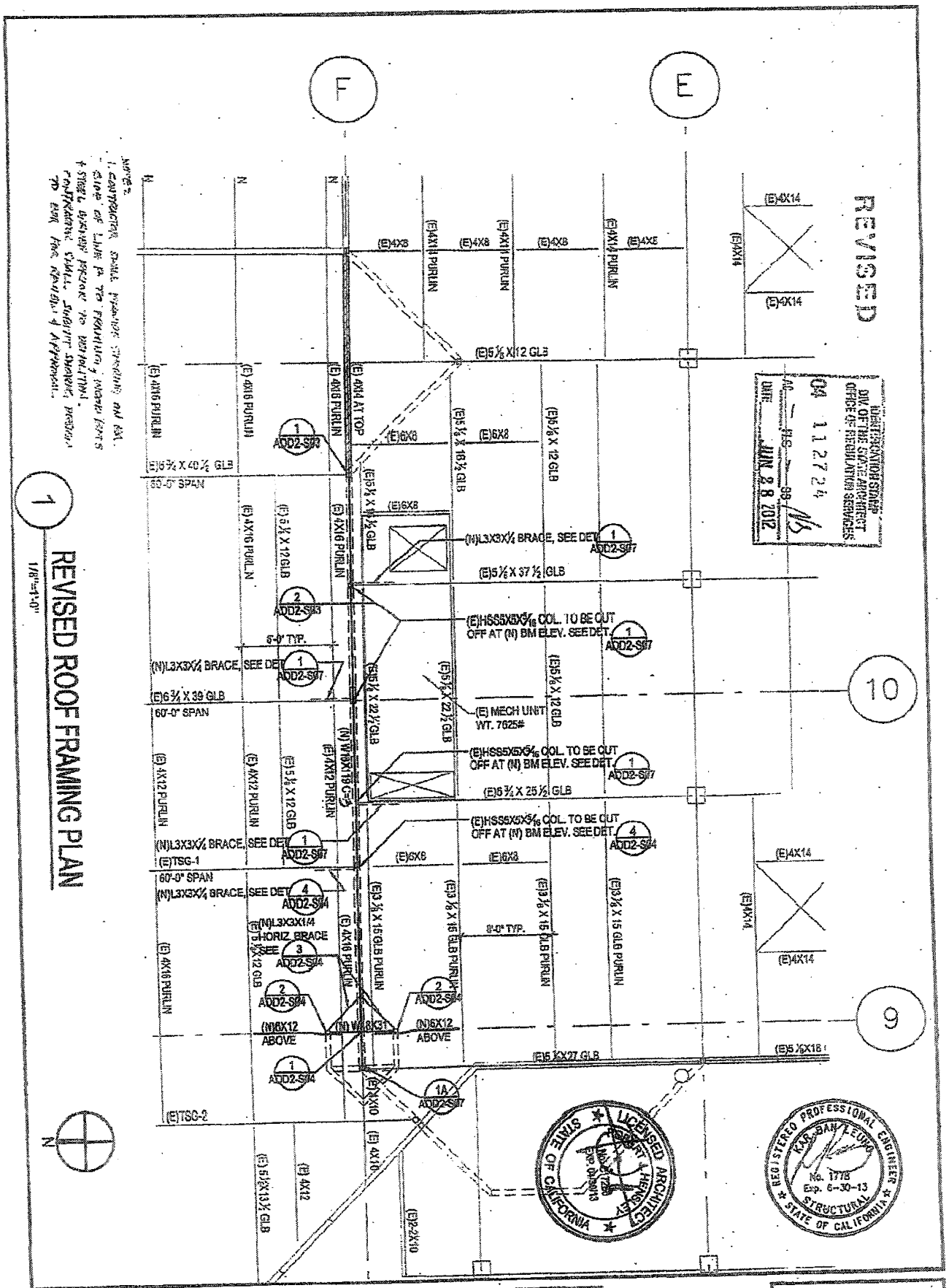
DATE:	6/21/12
SCALE:	1/8"=1'-0"
JOB NO.:	1212900

NEWHART MIDDLE SCHOOL
MPR EXPANSION
DSA # 04-111724

WH Architects

SOUTHERN

1 of 3



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JOB NO.:	1212900

NEWHART MIDDLE SCHOOL
MPR EXPANSION
DSA # 04-111724

WLC Architects, Inc.
LANCIO CUCAMONGA · FOLSOM · SACRAMENTO

SC
CA
5163
For
Collin
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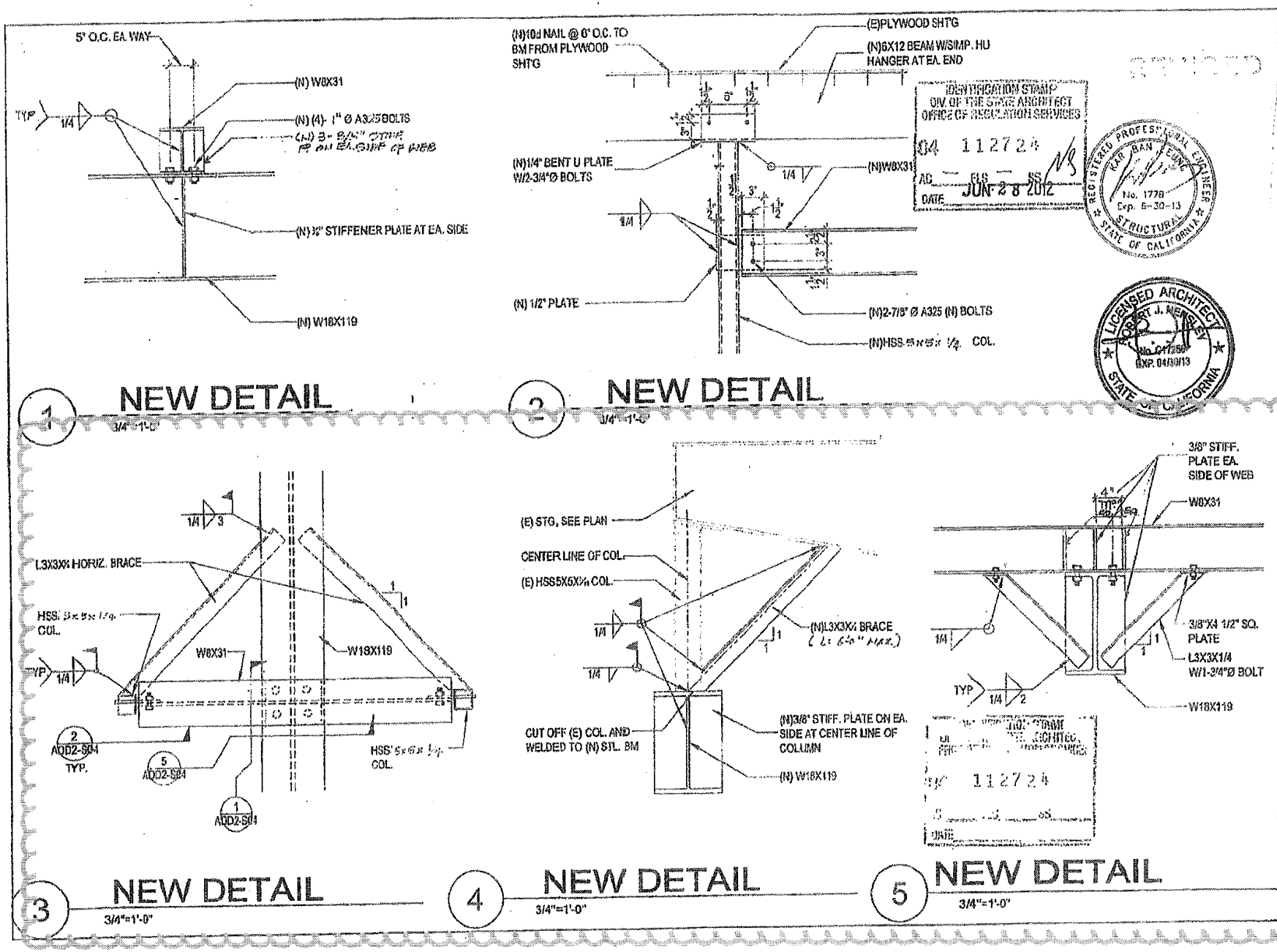
for

2 of 3



IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
04 112724
AD FLS SS
DATE JUN 28 2012

REGISTERED PROFESSIONAL ENGINEER
KAR BAN LEUNG
No. 1778
Exp. 6-30-13
STRUCTURAL
STATE OF CALIFORNIA

LICENSED ARCHITECT
ROBERT J. MENSLEY
No. C17250
EXP. 04/30/13
STATE OF CALIFORNIA

3 of 3

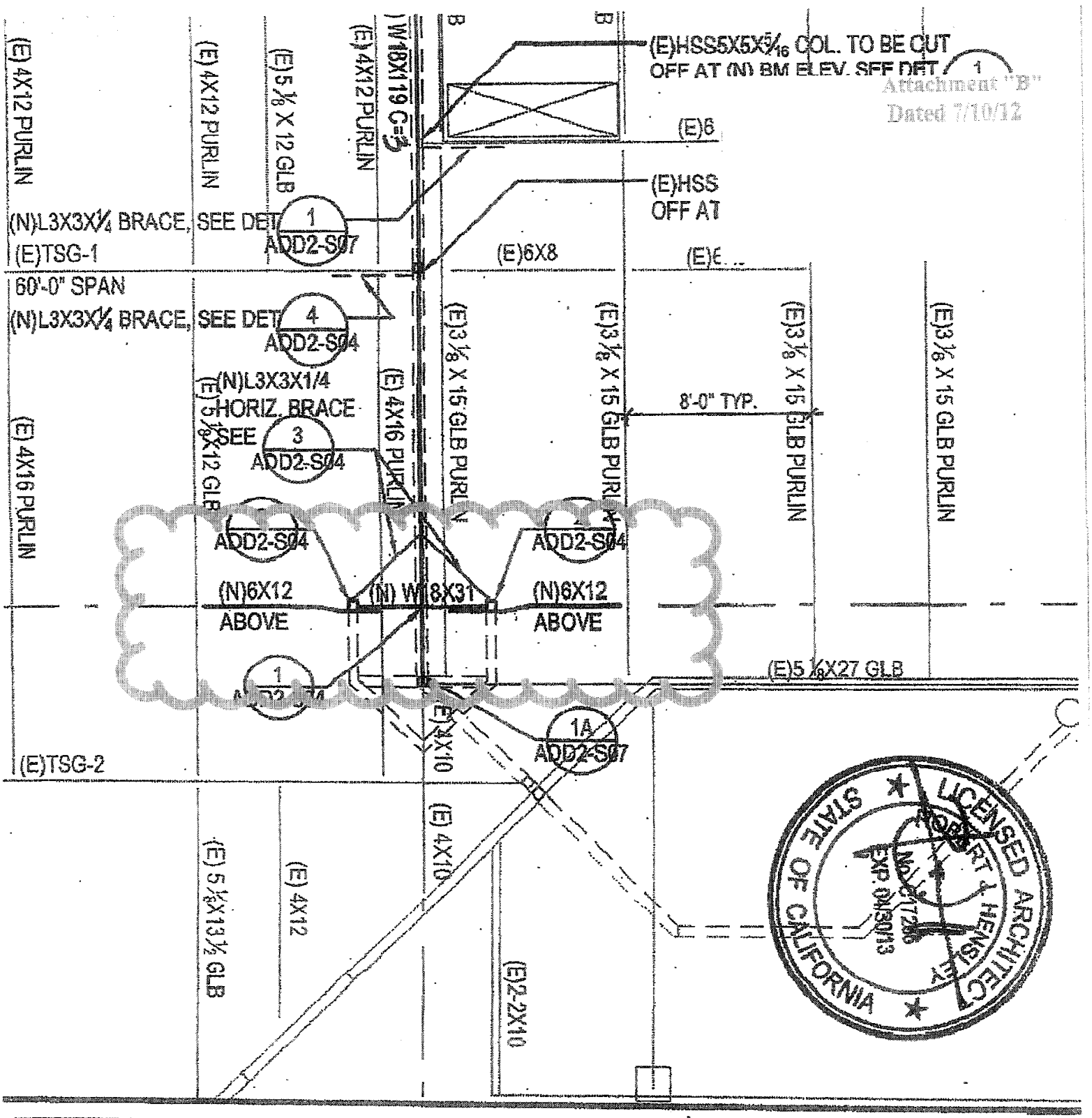
fax: 909-980-9980

WI Architect

NEWHART MIDDLE SCHOOL
MPR EXPANSION
DSA # 04-111724

DR. MAI: JDK
CHECKED: KBL
DATE: 6/21/12
SCALE: AS NOTED
JOB NO.: 1212900

ADD2-S04



Attachment "B"
Dated 7/10/12

DRAWN:	IDK
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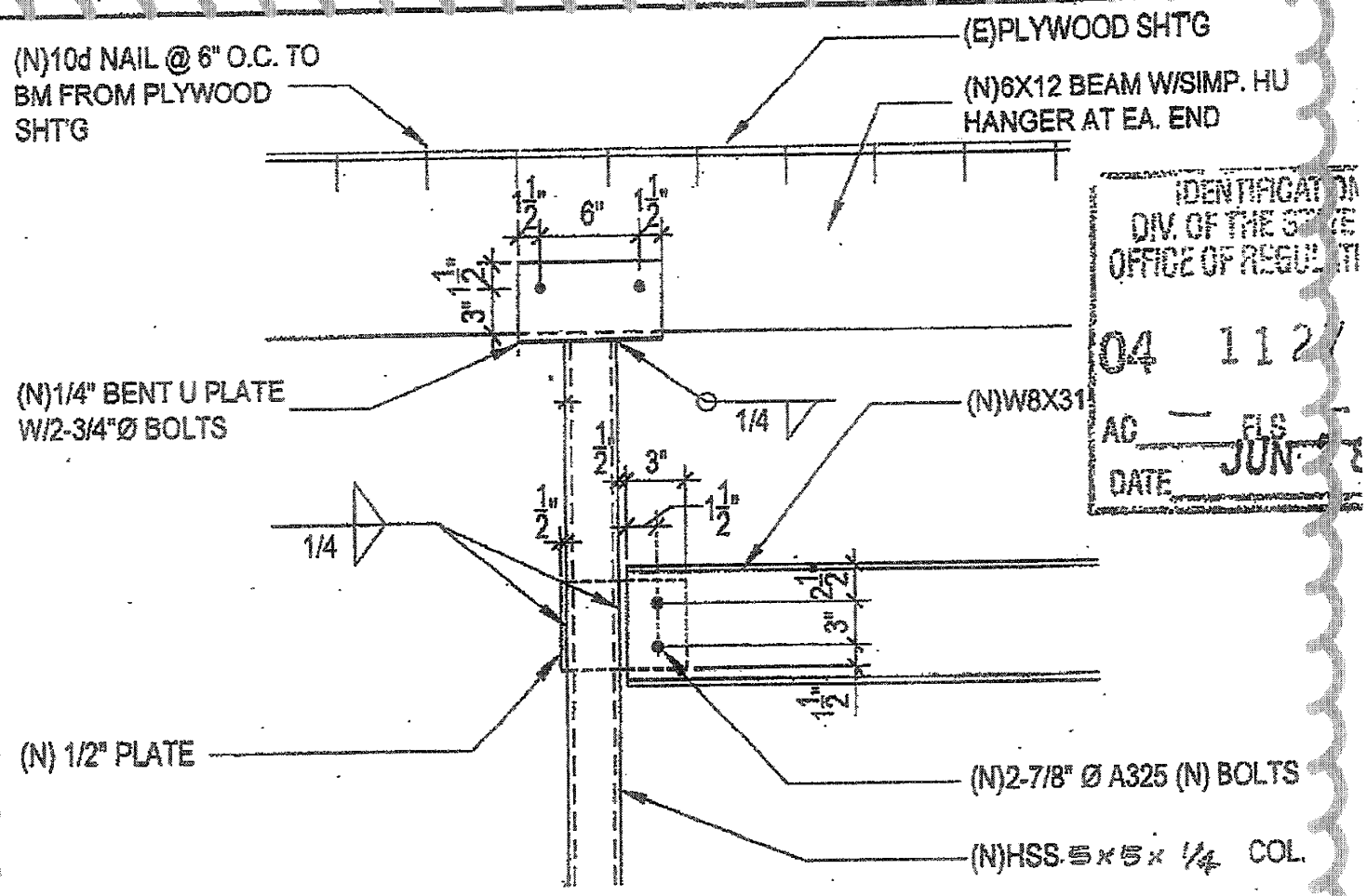
DATE:	6/21/12
SCALE:	1/8"=1'-0"

NEWHART MIDDLE SCHOOL
MPR EXPANSION

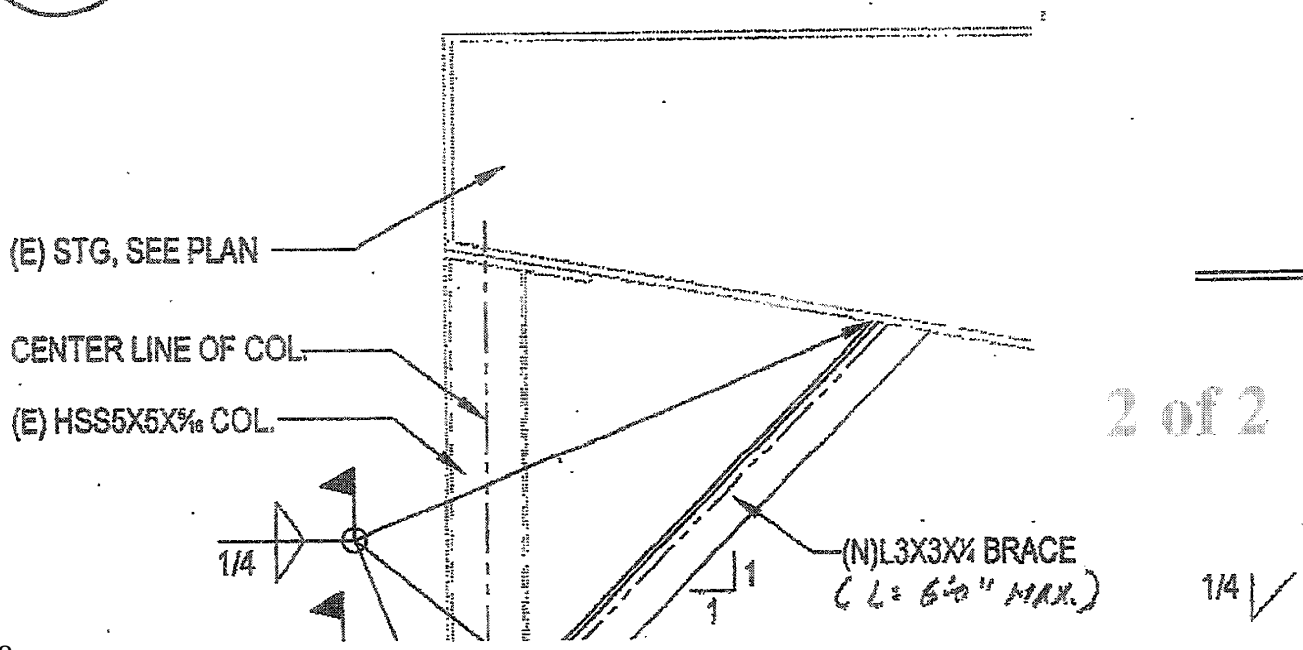
1 of 2



IDENTIFICATION
DIV. OF THE STATE
OFFICE OF REGULATION
04 1 1 2
AC FLS
DATE JUN

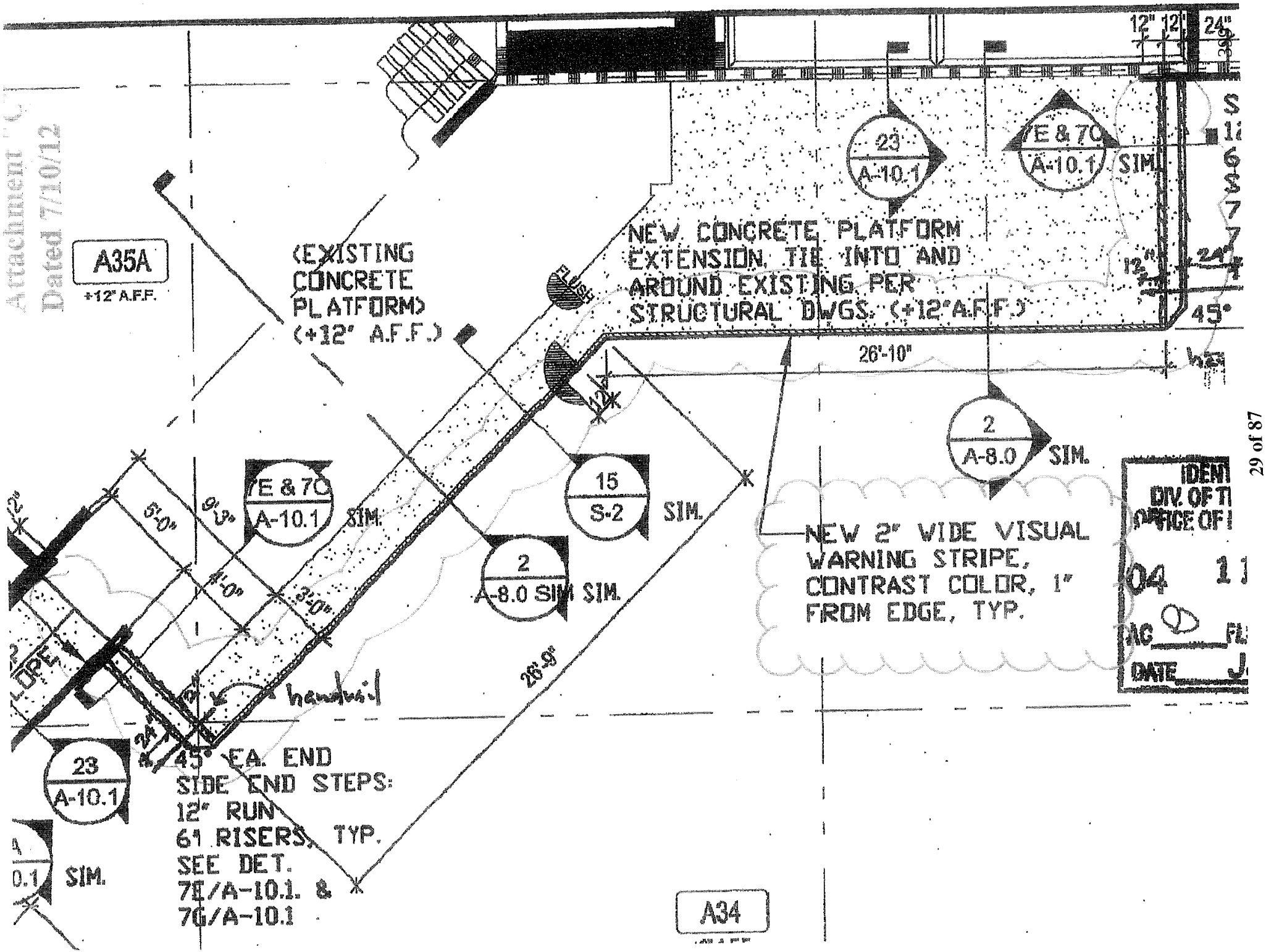
2 NEW DETAIL

3/4"=1'-0"



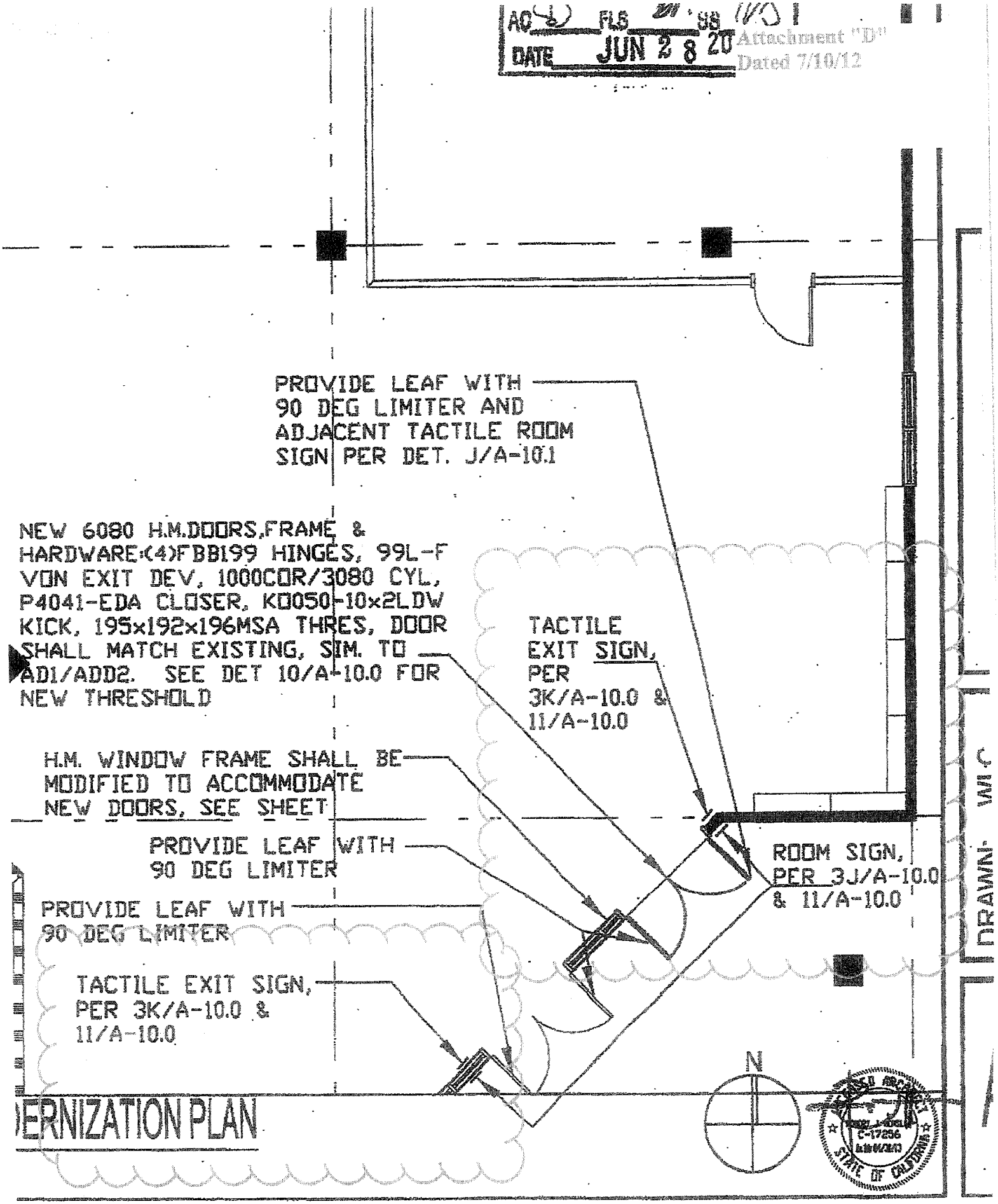
2 of 2

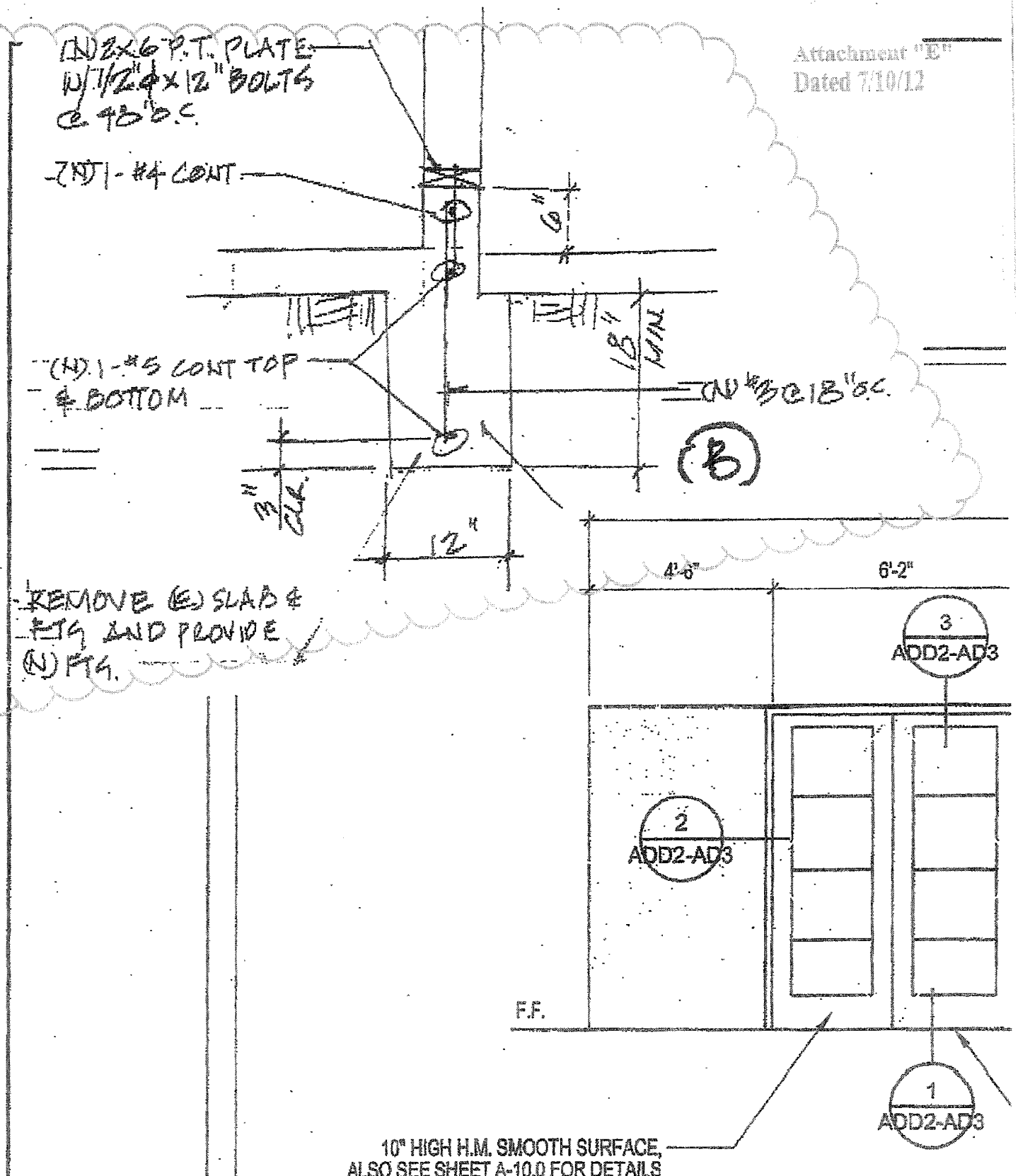
398


Attachment "C"
Dated 7/10/12
A35A
+12" A.F.F.
(EXISTING CONCRETE PLATFORM) (+12" A.F.F.)
NEW CONCRETE PLATFORM EXTENSION, TIE INTO AND AROUND EXISTING PER STRUCTURAL DWGS. (+12" A.F.F.)
23
A-10.1
7E & 7G
A-10.1
SIM.
12"
12"
24"
45°
26'-10"
2
A-8.0
SIM.
7E & 7G
A-10.1
SIM.
15
S-2
SIM.
2
A-8.0 SIM
SIM.
5'-0"
9'-0"
4'-0"
3'-0"
NEW 2" WIDE VISUAL WARNING STRIPE, CONTRAST COLOR, 1" FROM EDGE, TYP.
IDENT
DIV. OF T
OFFICE OF
04
1
DATE
handrail
26'-9"
24"
45° EA. END
SIDE END STEPS:
12" RUN
61 RISERS, TYP.
SEE DET.
7E/A-10.1 &
7G/A-10.1
23
A-10.1
SIM.
A34

AC FLS SS
DATE JUN 2 8 20

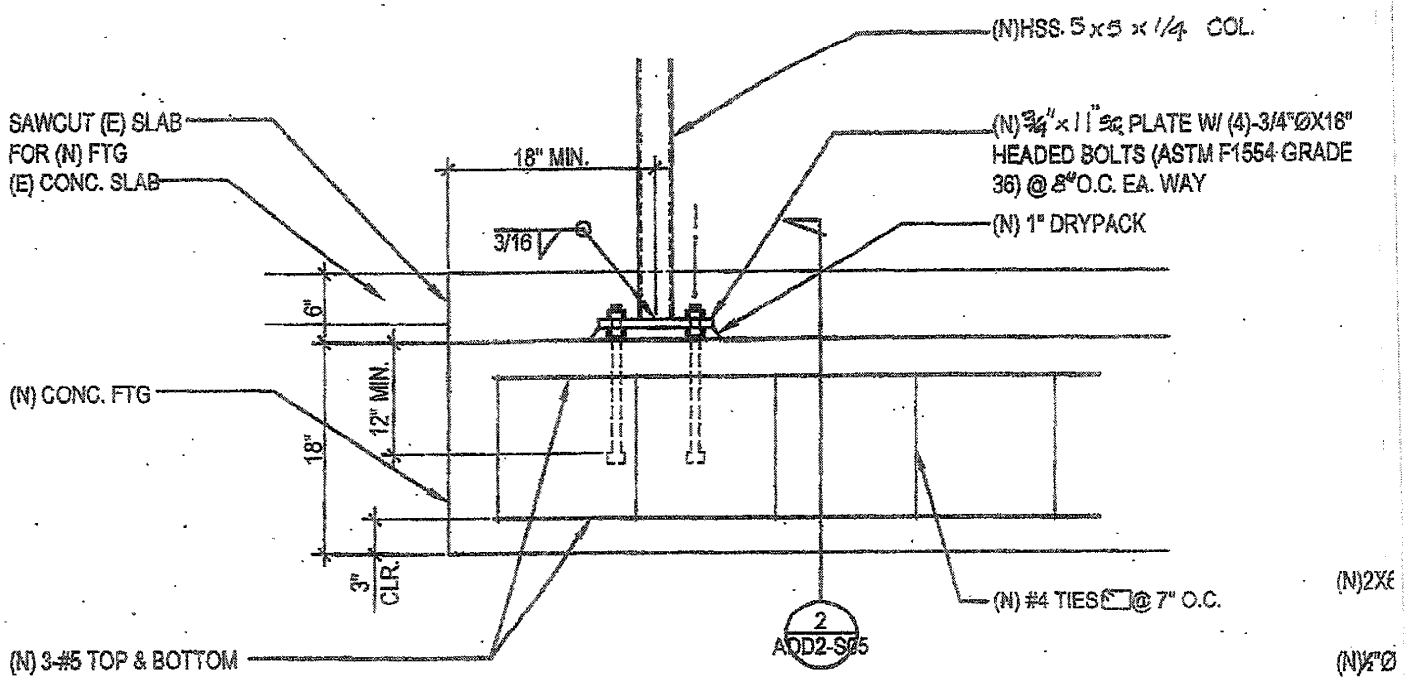
Attachment "D"
Dated 7/10/12





NOTE:
REMOVE EXISTING METAL STOREFRONT AND REPLACE WITH NEW FRAMED WALL. SEE DE

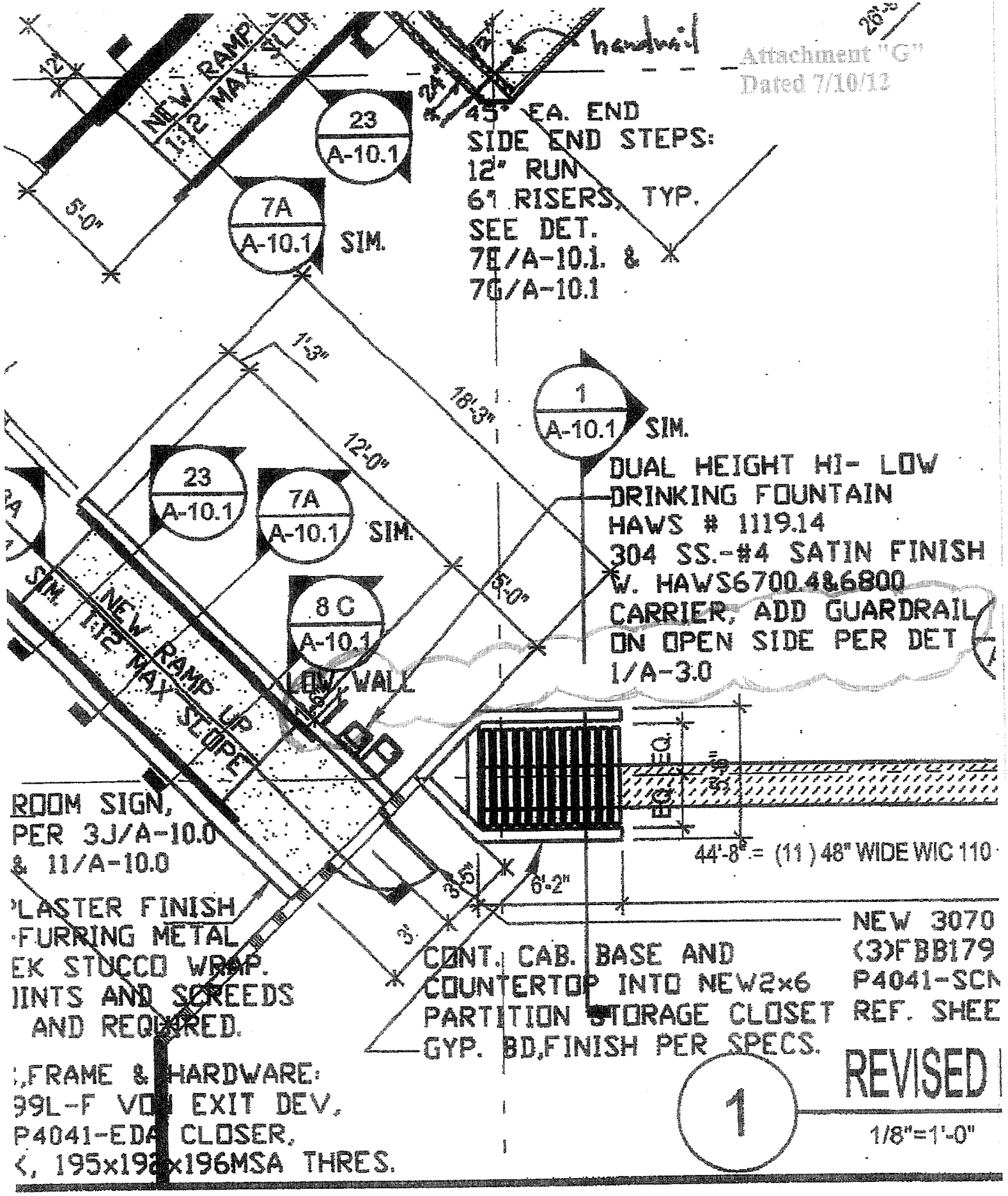
AG. /
DATE

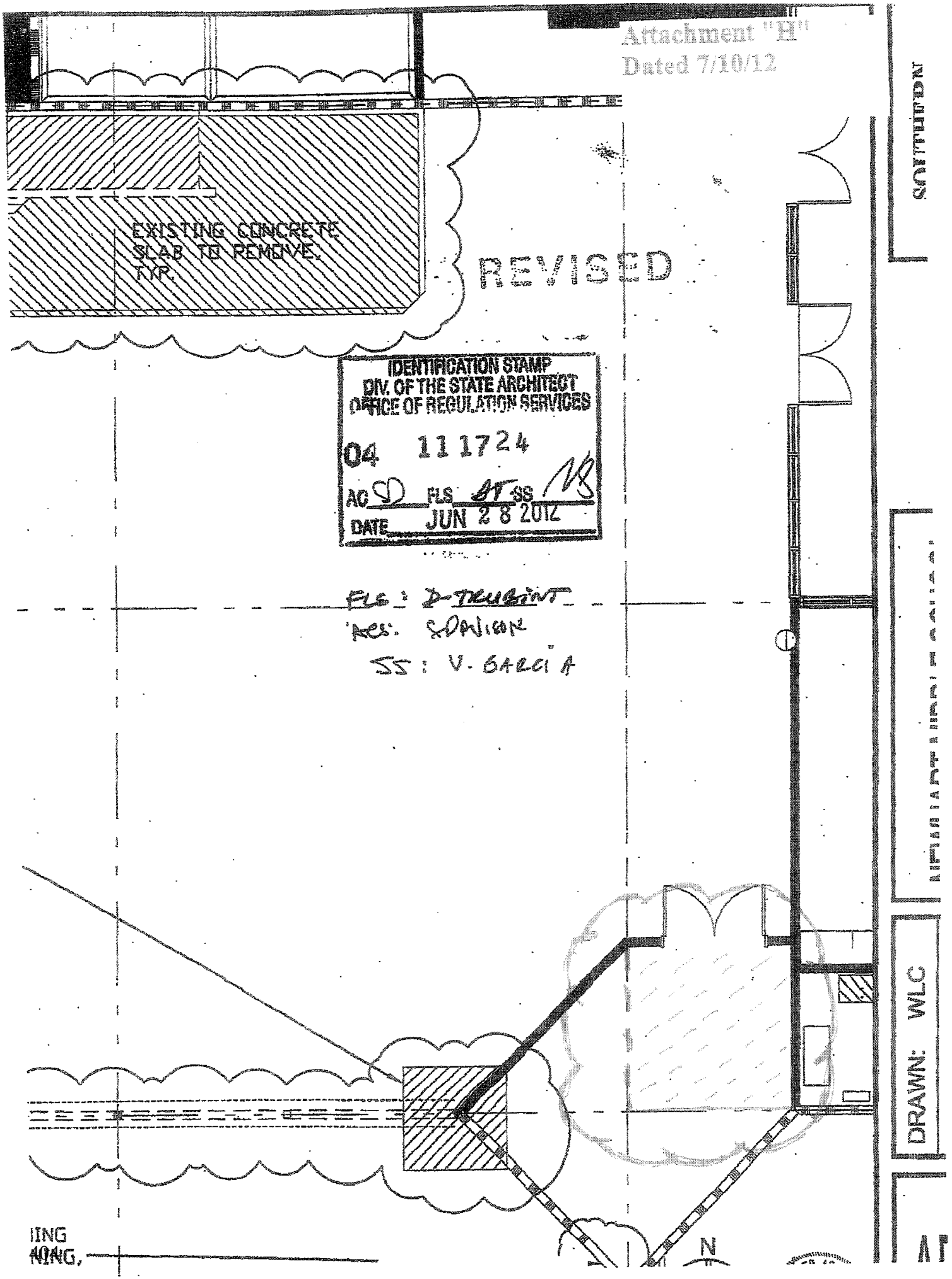


1 NEW DETAIL

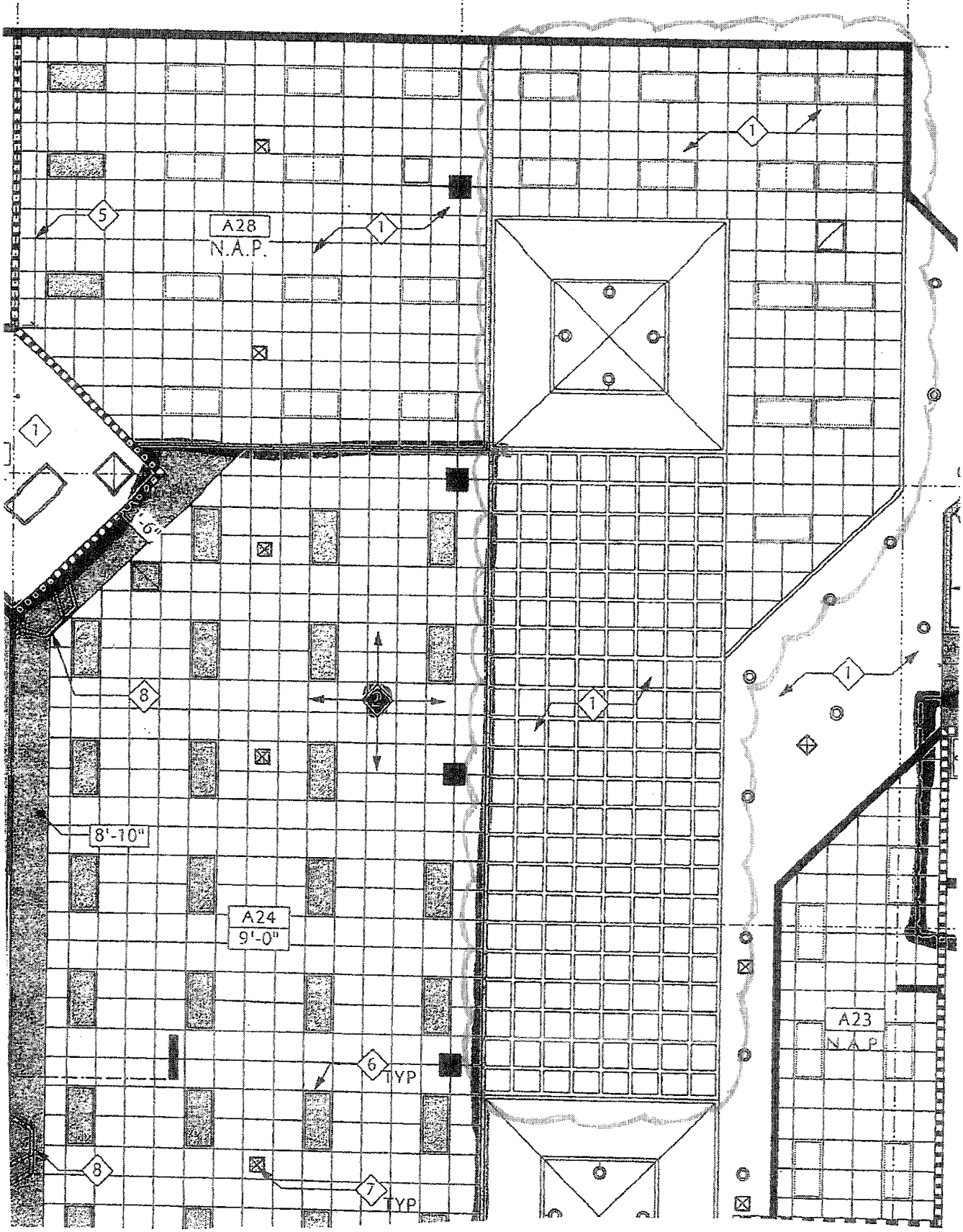
3/4"=1'-0"

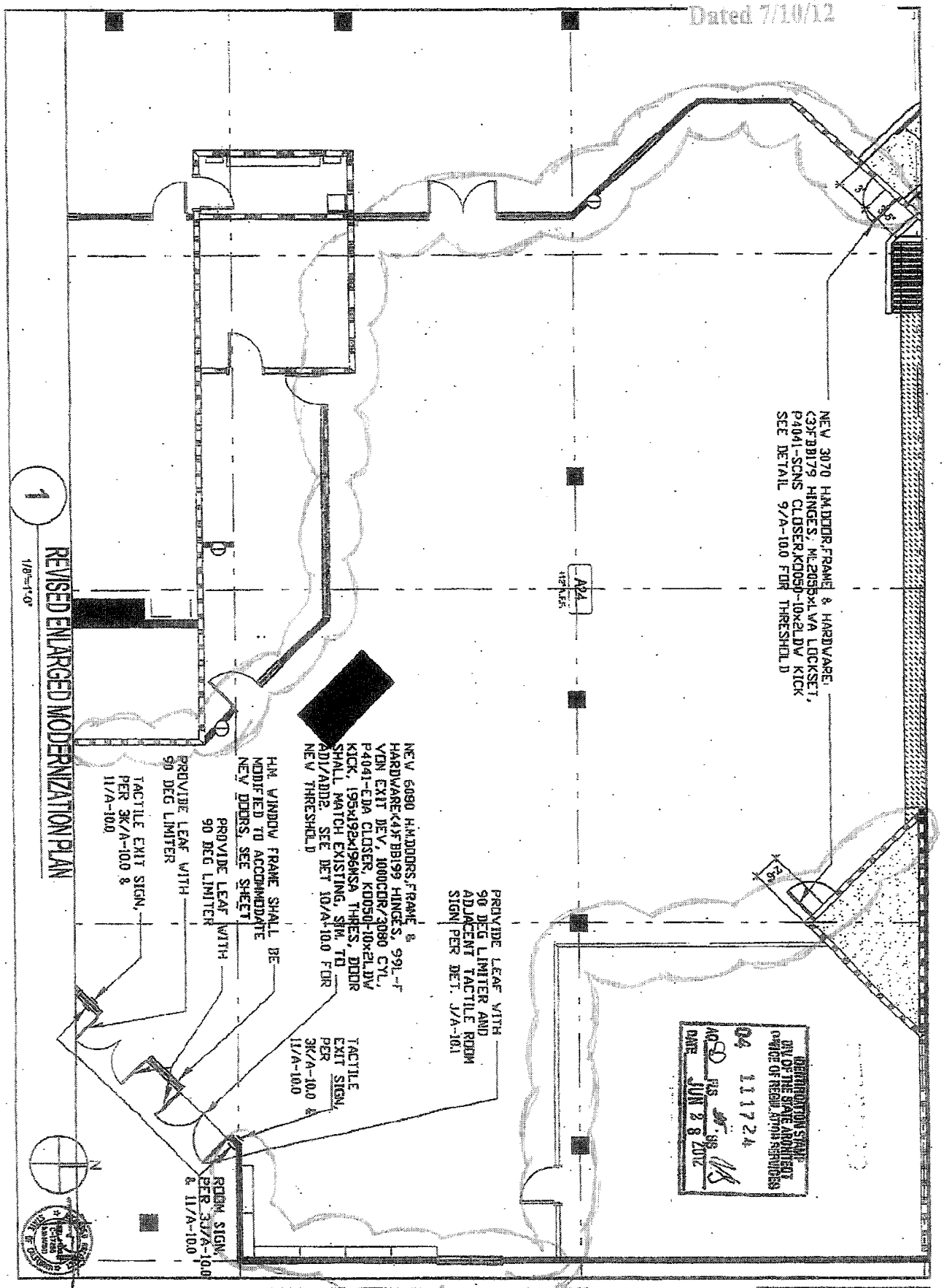
Attachment "G"
Dated 7/10/12




Attachment "H"
Dated 7/10/12
EXISTING CONCRETE SLAB TO REMOVE, TYP.
REVISED
IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
04 111724
AC FLS SS
DATE JUN 28 2012
FLS: D-TRUBINT
ACS: S.DAVISON
SS: V. GARCIA
DRAWN: WLC
N

ATTACHMENT "I"
DATED 7/10/12





DRAWN:	WLC
CHECKED:	WLC
DATE:	5/1/12
SCALE:	1/8"=1'-0"
JOB NO.:	1212900

ADD2-A02A

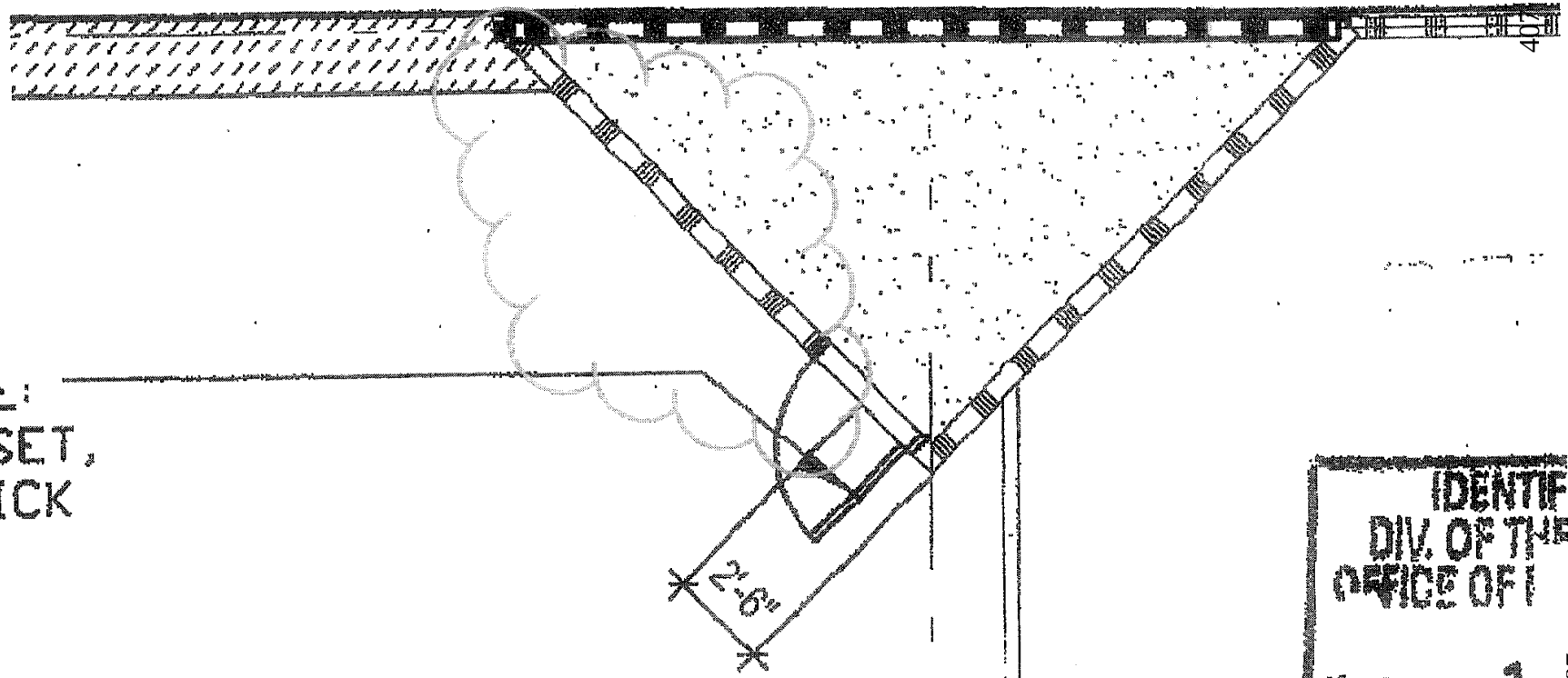
NEWHART MIDDLE SCHOOL
MPR EXPANSION
DSA # 04-111724

WLC Architects, Inc.

SOUTHERN CALIFORNIA
8163 Rochester Ave., Suite 100
Rancho Cucamonga
California 91730-0729
tel: 909-987-0909
fax: 909-980-9980

406

Attachment "K"
Dated 7/10/12



HARDWARE:
WA LOCKSET,
1x2LDW KICK
HRESHOLD

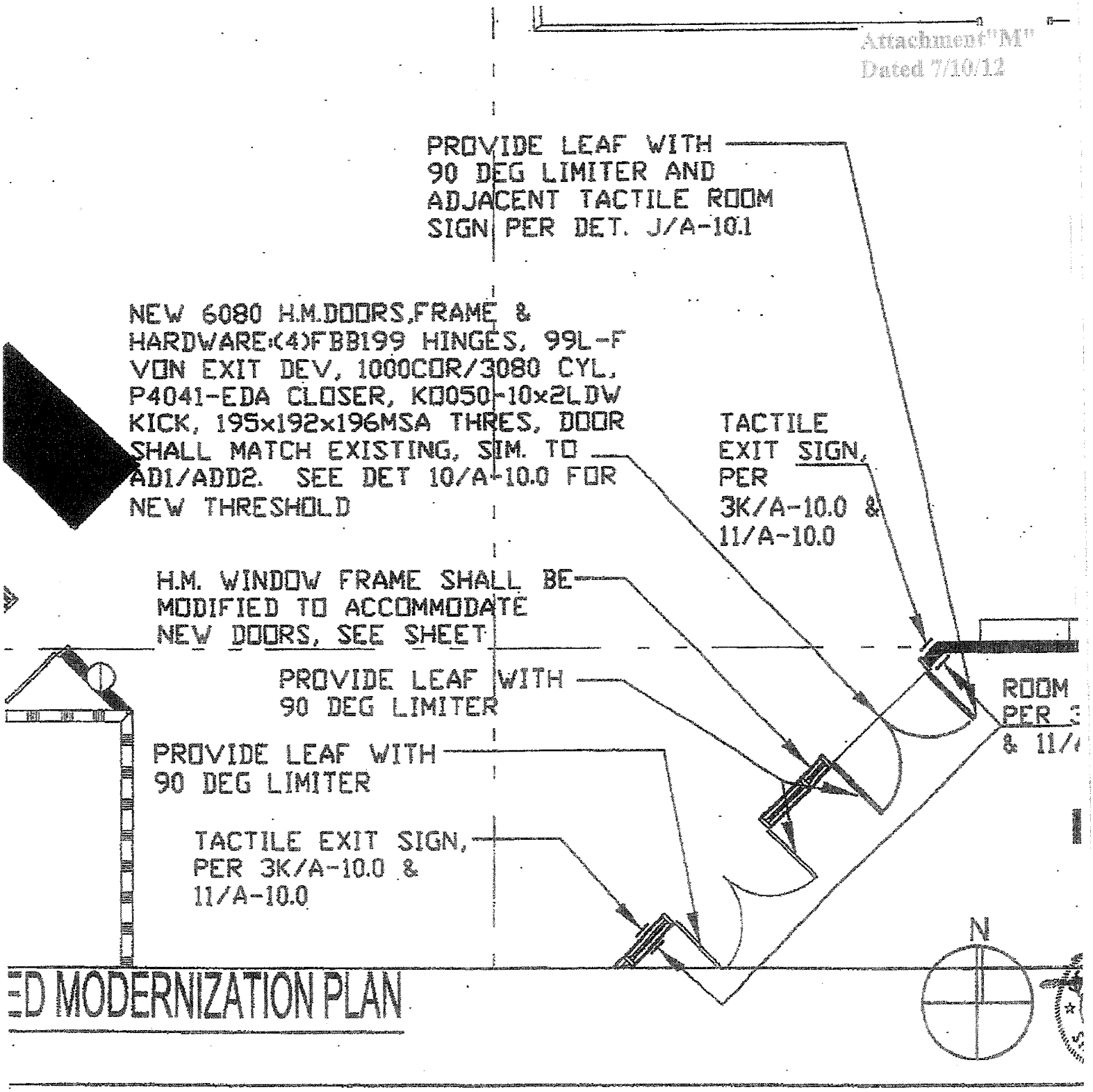
IDENTIF
DIV. OF TH
OFFICE OF
04 1
AC F
DATE JL

Attachment "L"
Dated 7/10/12

A35A
+12" A.F.F.

EXISTING CONCRETE
PLATFORM TO
REMAIN

Attachment "M"
Dated 7/10/12



ED MODERNIZATION PLAN

1. EXISTING ELECTRICAL TO REMAIN U.N.O.
2. EXISTING COMPUTER FOR BATH. TO REMAIN.
3. EXISTING DIMMING PANEL TO REMAIN
4. EXISTING TELEPHONE AND TELEVISION BACKBOARD TO REMAIN
5. EXISTING POWER AND SIGNAL POLE TO REMAIN
6. EXISTING CEILING SPEAKER TO BE REMOVED, PROTECT FOR RE-INSTALLATION ON NEW 1-BAR CEILING CONTRACTOR TO PROVIDE NEW SPEAKER CABLES AND RECONNECT EXISTING SPEAKER ON NEW CEILING AS REQUIRED FOR A COMPLETE AND OPERABLE SYSTEM.
7. EXISTING CEILING PROJECTOR TO BE DISCONNECTED, REMOVE AND PROTECT FOR RE-INSTALLATION ON NEW CEILING. CONTRACTOR TO PROTECT EXISTING PROJECTOR CABLES AND RE-USE TO RECONNECT ON NEW RAISED CEILING FOR A COMPLETE AND OPERABLE SYSTEM.
8. EXISTING DUAL COMPARTMENT WIREMOLD SYSTEM TO BE REMOVED
9. EXISTING MICROPHONE OUTLETS AND AUDIO-VISUAL OUTLETS TO BE RELOCATED TO NEW LOCATIONS AS INDICATED. CONTRACTOR TO PROVIDE NEW WIRING CABLES WITH CONDUITS TO AMPLIFIER AT STAGE AREA AND RE-CONNECT FOR A COMPLETE AND OPERABLE SYSTEM.
10. EXISTING PUBLIC ADDRESS RACK TO REMAIN.
11. EXISTING WIREMOLD TO REMAIN.
12. EXISTING CEILING MOUNTED COMBOTTS WITH TELECOMMUNICATIONS, DATA & DATA FIBER, CLOCK, TELEVISION AND FIRE ALARM SIGNAL SYSTEM CABLES REMOVED. CONTRACTOR TO DISCONNECT AT HEADEND, PULL EXISTING SIGNAL SYSTEMS CABLE, CONDUCTORS TO EXTERIOR OF BUILDING OR OPPOSITE END AND PROTECT. RE-INSTALL EXISTING CEILING MOUNTED COMBOTTS AT HIGH LEVEL TO ACCOMODATE NEW RAISED T-BAR CEILING RE-PULL EXISTING SIGNAL SYSTEM CABLES AND RECONNECT TO EXISTING HEADEND EQUIPMENT AS REQUIRED FOR A COMPLETE AND OPERABLE SYSTEMS.
13. REMOVE EXISTING RECEPTACLE OUTLET, INTERCEPT EXISTING CONDUITS TO REMAIN AND RECONNECT AS REQUIRED FOR A CONTINUITY OF EXISTING CIRCUITS
14. EXISTING CONDUIT RISER EXPOSED ON WALL TO REMAIN
15. EXISTING FOUR (4) 4" CONDUITS AND FOUR (4) 2" CONDUITS WITH TELECOMMUNICATIONS, DATA COPPER, DATA FIBER, CLOCK, TELEVISION AND FIRE ALARM SIGNAL SYSTEM CABLES TO REMAIN
16. CONTRACTOR TO REMOVE EXISTING ELECTRICAL DEVICES ON EXISTING WALL PROTECT, PROVIDE NEW JUNCTION BOX EXTENSION RINGS TO RE-INSTALL EXISTING DEVICES FLUSH ON NEW FURRED OUT WALL AS REQUIRED.
17. CONTRACTOR TO DISCONNECT REMOVE AND RE-INSTALL EXISTING OUTLET WITH OUTLET EXTENDER FLUSH ON NEW WALL SURFACE AS REQUIRED
18. EXISTING EXHAUST FAN TO REMAIN CONTRACTOR TO PROVIDE A NEW DOMP 2 POLE RELAY FOR FAN CONTROL AND OPERATED BY NEW RESTROOM LIGHT CONTROL SWITCH
19. PROVIDE 2#12 CIRCUIT, 2#12 NEUTRAL AND 1#12 GRD. - 3/4"C.
20. PROVIDE 2#12 CIRCUIT, 2#12 NEUTRAL AND 1#12 GRD. - 3/4"C.
21. PROVIDE 4#12 CIRCUIT, 4#12 NEUTRAL AND 1#12 GRD. - 1"C.
22. AFTER WIRING PULL CONTRACTOR TO SAW CUT EXISTING CONCRETE ABOVE CEILING AND PROVIDE A NEW 18"W X 12"D. LENGTH AS REQUIRED FOR CONDUITS WITH NEMA 1 PULL BOX FOR TELECOMMUNICATION, DATA COPPER DATA FIBER, TELEVISION, CLOCK AND A SEPARATE 18"W. X 12"D. X 18" NEMA 1 PULL BOX FOR FIRE ALARM CABLES. NEW BOXES WITH SCREW ON COVERS. RE-INSTALL EXISTING CONDUITS TO NEW WALL MOUNTED PULL BOX IN CEILING WITH PLASTIC RINGS AT END OF EACH CONDUIT.
23. INSTALL WIREMOLD #2W A.F.F. TO CLEAR EXISTING RECEPTACLE OUTLET ON THE WALL IN THIS ROOM A08
24. PROVIDE 4#1, 1#6 GRD. - 2"C. IN ACCESSIBLE CEILING SPACE
25. PROVIDE 6" WIDE X 4" DEEP DUAL COMPARTMENT FLUSH FLOOR DUCT WITH STAINLESS STEEL TRIMMER COVERS FOR RECEPTACLE, DATA OR A/V CABINET CABLES RESPECTIVELY COORDINATE EXACT LOCATION.
26. PROVIDE 6" WIDE X 3" DEEP FLUSH ON WALL VERTICAL DUCT WITH SCREW COVERS PAINTED TO MATCH WALL AND EXTEND TO CEILING FOR RECEPTACLE DATA OR A/V CABLES RESPECTIVELY.
27. PROVIDE A 125 VOLT, 20 AMP GROUNDING TYPE DUPLEX RECEPTACLE ON FLUSH IN GRADE FLOOR BOX APPROVED FOR DIRECT BURIAL IN CONCRETE WIREMOLD R6FB SERIES WITH HINGED COVER TO MATCH SURROUNDINGS AND ALL COMPONENTS REQUIRED
28. PROVIDE 125 VOLT, 20AMP, GROUNDING TYPE DOUBLE DUPLEX RECEPTACLE ON FLUSH FLOOR TRENCH COORDINATE EXACT LOCATION WITH ARCHITECT.
29. PROVIDE FOUR DATA CONNECTOR OUTLET ON FLUSH FLOOR TRENCH WITH NEW DATA COPPER CABLE UP WALL INTO CEILING

A1/ GIRLS RESTROOM
A1B BOYS RESTROOM
A3E

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1112-14 Newhart MS MPR Remodel
Contract Number: 1112-14 **DSA Number:** A04-111724

WORK ORDER

To: Construct 1 One, Corp.
2832
Walnut Avenue
Tustin, CA 92780

Work Order No. : 00003
Date: 7/19/2012

Title: Wall Covering and Fire Line Raise

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:

Pursuant to a jobwalk, dated 7/16/12, and the District's continuous effort to enhance the value of the project it was mutually determined that there would be additional costs for the following items:

Item 1) Due to unforeseen existing conditions it was discovered while on a jobwalk, dated 7/16/12, that a 3" diameter main fire line was required to be relocated in order to avoid the stage soffit in the MPR. The District has elected to raise the 3" diameter main fire line approximately 12" in order for it to be concealed in the 10' ceiling of the MPR. (Refer to Attachment "A" dated 7/19/12).

Item 2) Pursuant to a request from the Structural Engineer, dated 7/16/12, Construct One must provide a Shoring Plan with a Civil Engineer's stamp of approval that was not part of the original scope of work. Thus, Construct One is owed for this cost.

Item 3) Pursuant to the District's request, dated 7/18/12, Construct One will remove existing, aged wall covering and provide and install new wall covering in the MPR. (Refer to Attachment "B" dated 7/19/12). As such, the District determined the additional cost and negotiated the full and final cost with the contractor in the amount noted below.

Item	Description	Amount
00001		$15,345.00

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. the amount of the charges (if applicable) under the Work Order is limited to $25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1112-14 Newhart MS MPR Remodel
Contract Number: 1112-14 **DSA Number:** A04-111724

WORK ORDER

To: Construct 1 One, Corp.
2832
Walnut Avenue
Tustin, CA 92780

Work Order No. : 00003
Date: 7/19/2012

Title: Wall Covering and Fire Line Raise

COST:

☒ Lump Sum **$15,345.00** ☐ 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		7/25/12
Contractor		7-25-12
Architect of Record		7/25/12
Inspector of Record		7-25-12

Newhart Middle School MPR Expansion BID # 1112-14

W.O. # 003
Wall Covering and Fire Line Raise
DATA DATE: 7/19/2012

Add

ITEM NO. CUSD	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1	Contractor shall relocate 3" main fire line over the stage soffit in the MPR and raise it by approximately 12" providing additional cuplings, elbows, pipe, etc. Labor and Material = $3300 Lump Sum Price				$ 3,300.00
2	Contractor shall employ a state liscensed civil engineer to prepare shoring plan. Labor = $1750 Lump Sum Price				$ 1,750.00
3	Contractor to remove existing wall covering and provide and install new wall covering in the MPR Labor and Material = $10400 Lump Sum Price				$ 10,400.00
			Subtotal Add		$ 15,450.00
			10% Fee		$ 1,545.00
			Subtotal		$ 16,995.00
			5% GC/Ins. Fee		$ 849.75
			Net Add		$ 17,844.75

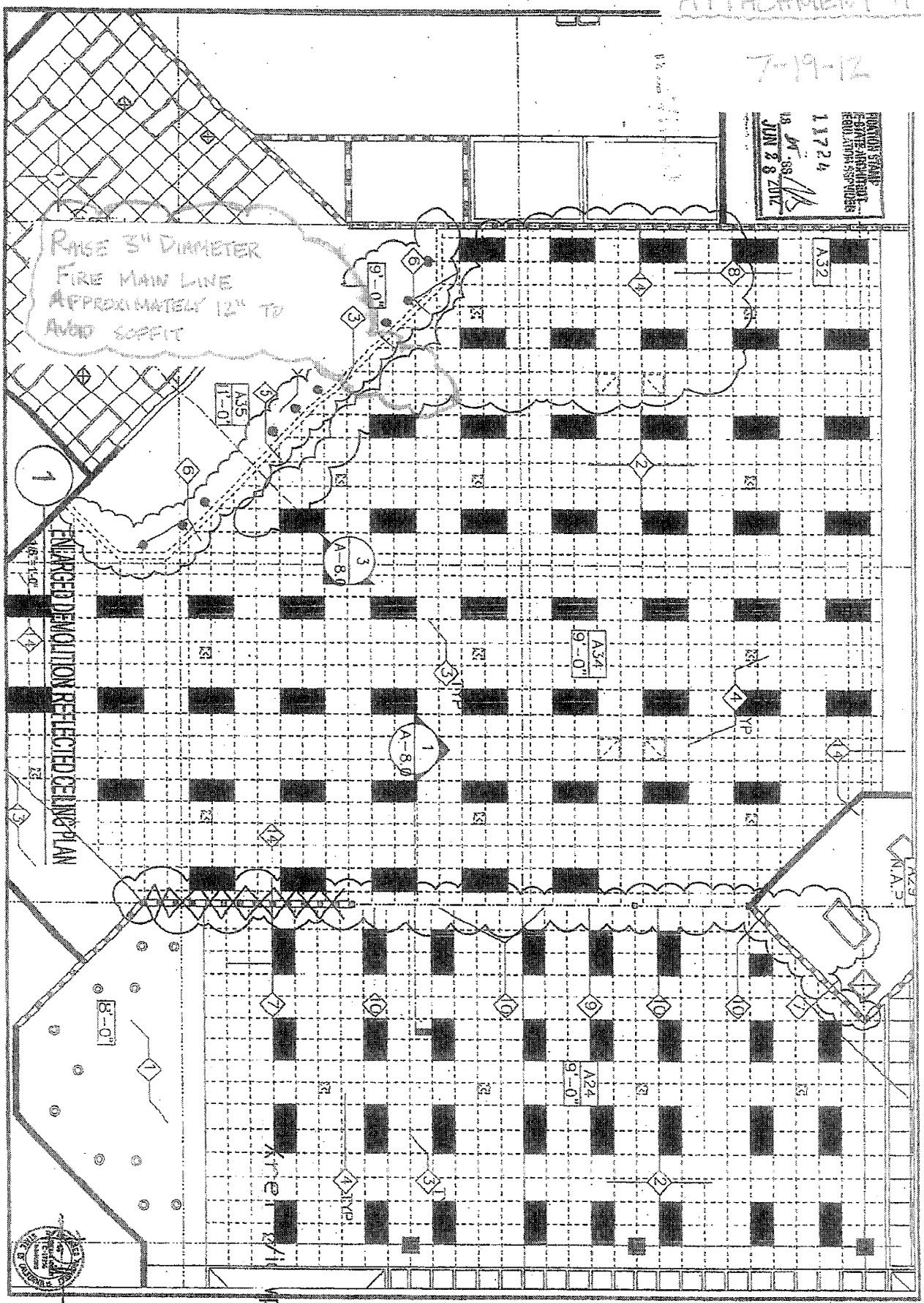
Credit

ITEM NO. CUSD	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1	Credit for deletion of paint in MPR Materials and Labor = $2500 Lump Sum Price				$ 2,500
			Subtotal Credit		$ (2,500.00)
			Net Add		$ 17,844.75
			Net Credit		$ (2,500.00)
			FULL AND FINAL TOTAL*		$ 15,345

*Rounded to nearest dollar

ATTACHMENT "A"

7-19-12



DRAWN:	WLC
CHECKED:	WLC
DATE:	5/1/12
SCALE:	AS NOTED
JOB NO.:	1212900

ADD2-A03

NEWHART MIDDLE SCHOOL
MPR EXPANSION
DSA # 04-111724

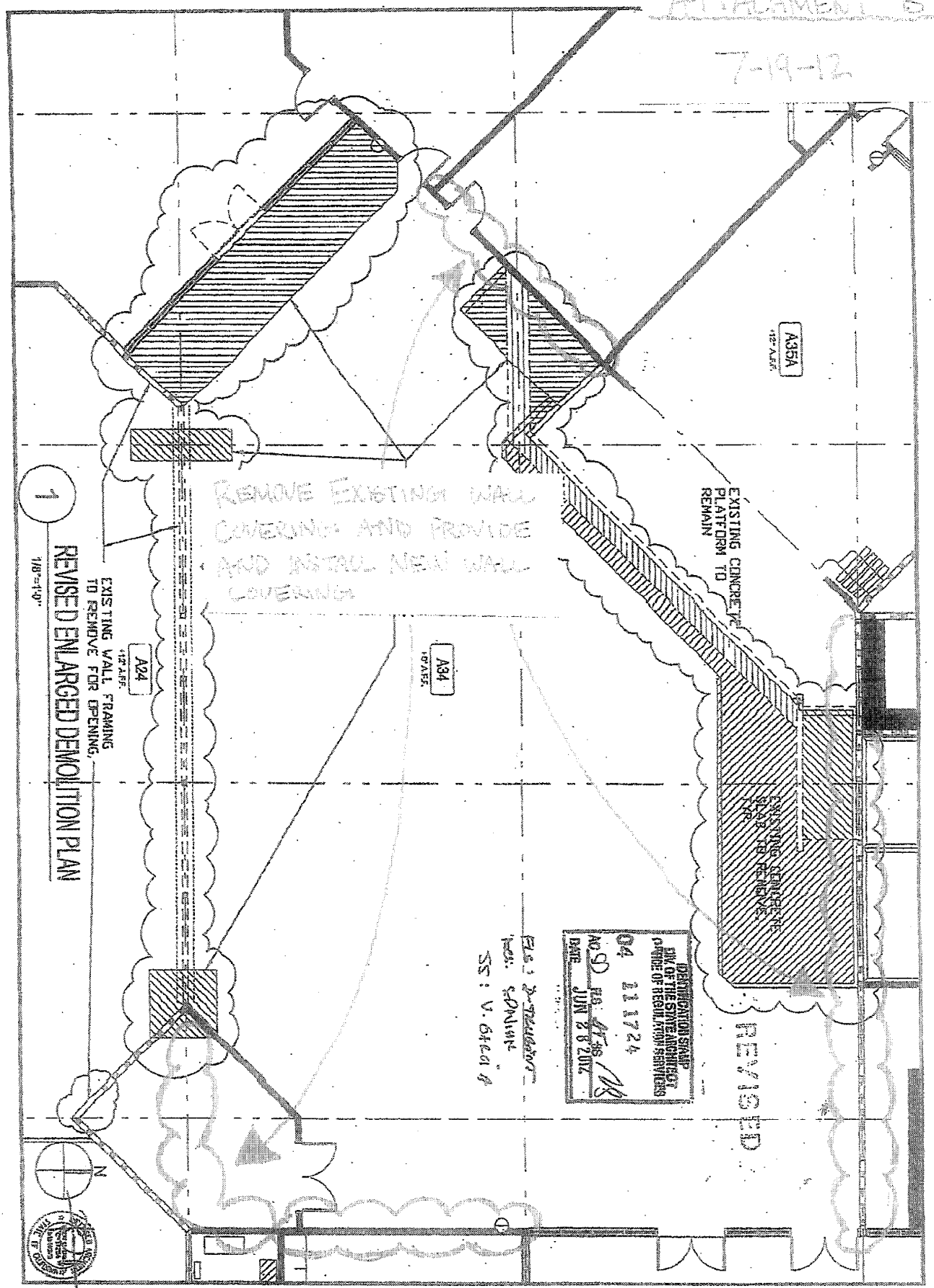
WLC Architects, Inc.

SOUTHERN CALIFORNIA
8163 Rochester Ave., Suite 100
Rancho Cucamonga
California 91730-0729
tel: 909-987-0909
fax: 909-980-9980

414

ATTACHMENT "B"

7-19-12



ADD2-A01

DRAWN:	WLC
CHECKED:	WLC
DATE:	5/1/12
SCALE:	1/8"=1'-0"
JOB NO.:	121290

NEWHART MIDDLE SCHOOL
MPR EXPANSION
DSA # 04-111724

WLC Architects, Inc.

SOUTHERN CALIFORNIA
8163 Rochester Ave.,
Suite 100
Rancho Cucamonga
California 91730-0729
tel: 909-987-0909
fax: 909-980-9980

415

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1112-14 Newhart MS MPR Remodel
Contract Number: 1112-14 **DSA Number:** A04-111724

WORK ORDER

To: Construct 1 One, Corp.
2832
Walnut Avenue
Tustin, CA 92780

Work Order No. : 00004
Date: 7/23/2012

Title: FCD #2 Changes

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those indentified herein.

Description of Proposal:

Pursuant to changes made in the contract documents per Field Change Directive (FCD) #2, dated 7/17/12, additional work is required that was not included in the original scope of the project. Thus, FCD #2 has provided resolution to Details 2 ADD2-S03 and 2B ADD2-S07 that were previously unfeasible due to existing field conditions. Consequently, the completion of the Details 2 ADD2-S03 and 2B ADD2-S07 require additional demolition of the roofing structure, additional framing, and additional roof patching along gridline F. (Refer to Attachment "A" dated 7/23/12). As such, the District determined the additional cost and negotiated the full and final cost with the contractor in the amount noted below.

Item	Description	Amount
00001		$11,712.00

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. the amount of the charges (if applicable) under the Work Order is limited to $25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

☒ Lump Sum **$11,712.00** ☐ 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		7/25/12
Contractor		7-25-12
Architect of Record		7/25/12
Inspector of Record		7.25.12

416

Newhart Middle School MPR Expansion BID # 1112-14

W.O. # 004
FCD #2 Changes
DATA DATE: 7/23/2012

Add

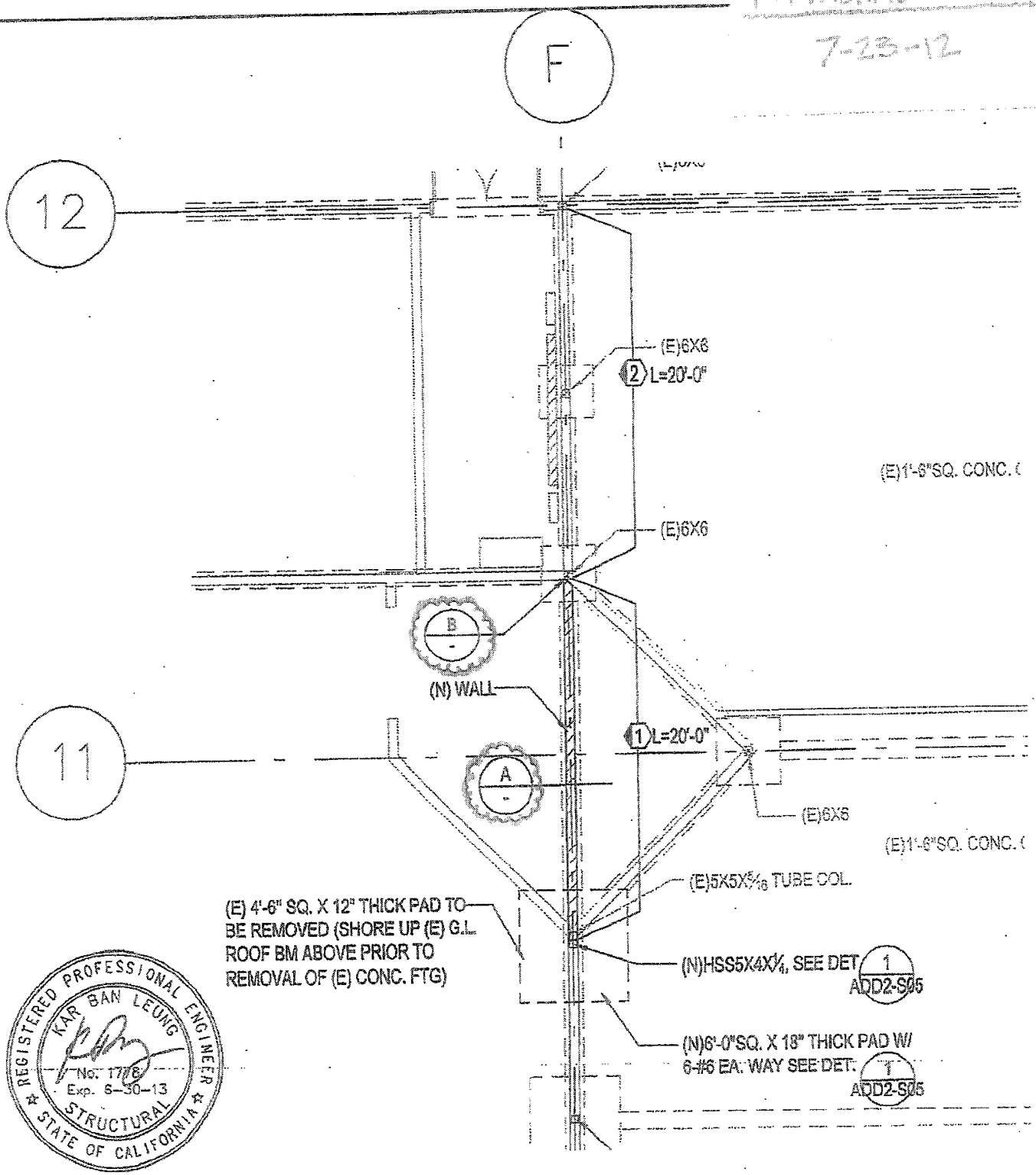
ITEM NO. CUSD	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1	Contractor shall demo additional roofing per FCD #2 Revised Detail 2B ADD2-S07 Labor = 2 men x 20 hrs x $65/hr = $1300			$ 1,300.00	$ 1,300.00
2	Contractor shall provide and install additional framing per FCD #2 Labor = 3 men x 2 days x 8 hrs x $65/hr = $3120 Materials = $2320 Lump Sum Price		$ 2,320.00	$ 3,120.00	$ 5,440.00
3	Contractor to provide and install additional roof patch at existing condensate drain. Labor = 2 men x 2 days x 8 hrs s $65/hr = $2080 Material = $1320 Lump Sump Price		$ 1,320.00	$ 2,080.00	$ 3,400.00

Subtotal Add		$ 10,140.00
10% Fee		$ 1,014.00
Subtotal		$ 11,154.00
5% GC/Ins. Fee		$ 557.70
Net Add		$ 11,711.70

Net Add	$ 11,711.70
FULL AND FINAL TOTAL*	$ 11,712

*Rounded to nearest dollar

ATTACHMENT "A"
7-23-12



REGISTERED PROFESSIONAL ENGINEER
KAR BAN LEUNG
No. 17[illegible]
Exp. 6-30-13
STRUCTURAL
STATE OF CALIFORNIA

PARTIAL FOUNDATION PLAN SHEET ADD2-S01

WLC Architects, Inc.
RANCHO CUCAMONGA - FOLSOM - ELVERVILLE

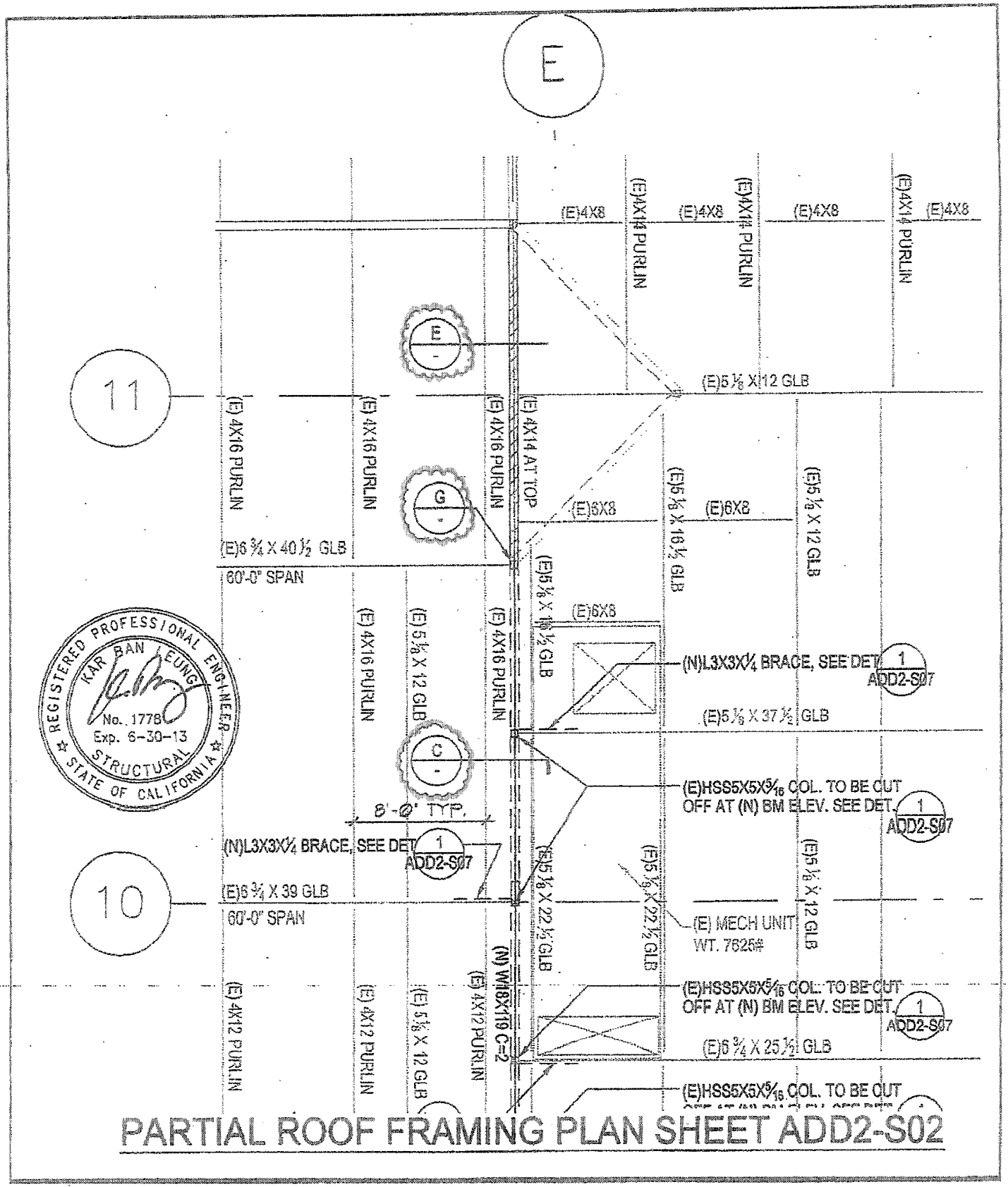
SOUTHERN CALIFORNIA
8163 Rochester Ave.,
Suite 100
Rancho Cucamonga
California 91730-0729
tel: 909-987-0909
fax: 909-980-9980

NEWHART MIDDLE SCHOOL
MPR EXPANSION
CAPISTRANO UNIFIED SCHOOL DISTRICT

DSA FILE #30-9, A# 04-111724
RFI-

DRAWN	PT
CHECKED	PT
DATE	7-16-12
SCALE	3/4"=1'-0"
JOB NO.	0513901

1 of 9



PARTIAL ROOF FRAMING PLAN SHEET ADD2-S02

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

NEWHART MIDDLE SCHOOL
MPR EXPANSION
CAPISTRANO UNIFIED SCHOOL DISTRICT

DSA FILE #30-9, A# 04-111724
RFI-

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JOB NO.	0513901

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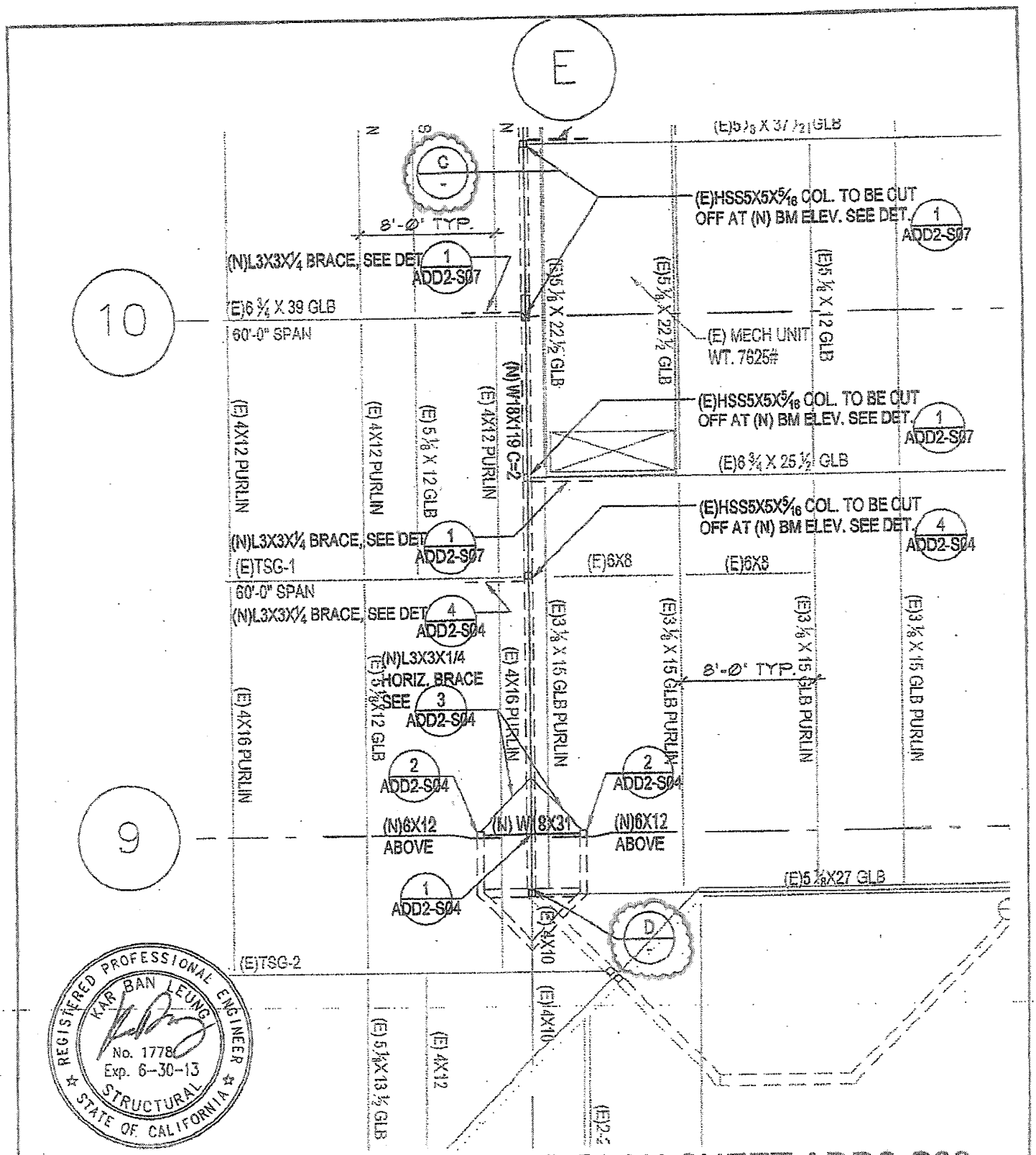

PARTIAL ROOF FRAMING PLAN SHEET ADD2-S02

WLC Architects, Inc.
RANCHO CUCAMONGA - FOLSOM - EMERYVILLE

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NEWHART MIDDLE SCHOOL
MPR EXPANSION
CAPISTRANO UNIFIED SCHOOL DISTRICT

DSA FILE #30-9, A# 04-111724
RFI-

DRAWN	PT
CHECKED	PT
DATE	7-16-12
SCALE	3/4"=1'-0"
JOB NO.	0513901

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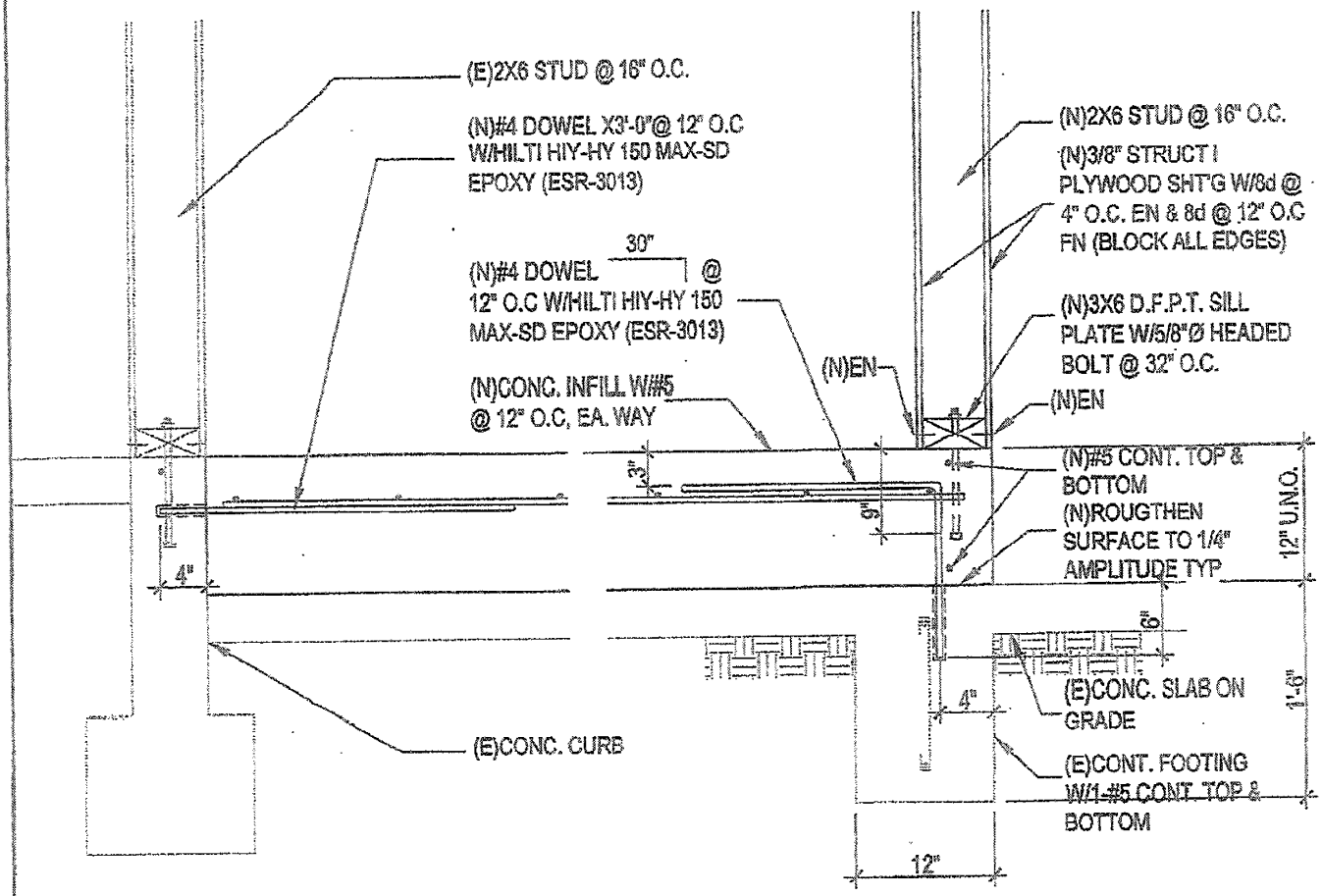
420

REGISTERED PROFESSIONAL ENGINEER
KAR BAN LEUNG
No. 17788
Exp. 6-30-13
STRUCTURAL
STATE OF CALIFORNIA



A All NEW

WLC Architects, Inc.
RANCHO CUCAMONGA - FOLSOM - ENSENADA

SOUTHERN CALIFORNIA
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Rancho Cucamonga
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tel: 909-987-0909
fax: 909-980-9980

NEWHART MIDDLE SCHOOL
MPR EXPANSION
CAPISTRANO UNIFIED SCHOOL DISTRICT

DSA FILE #30-9, A# 04-111724
RFI-

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DATE	7-16-12
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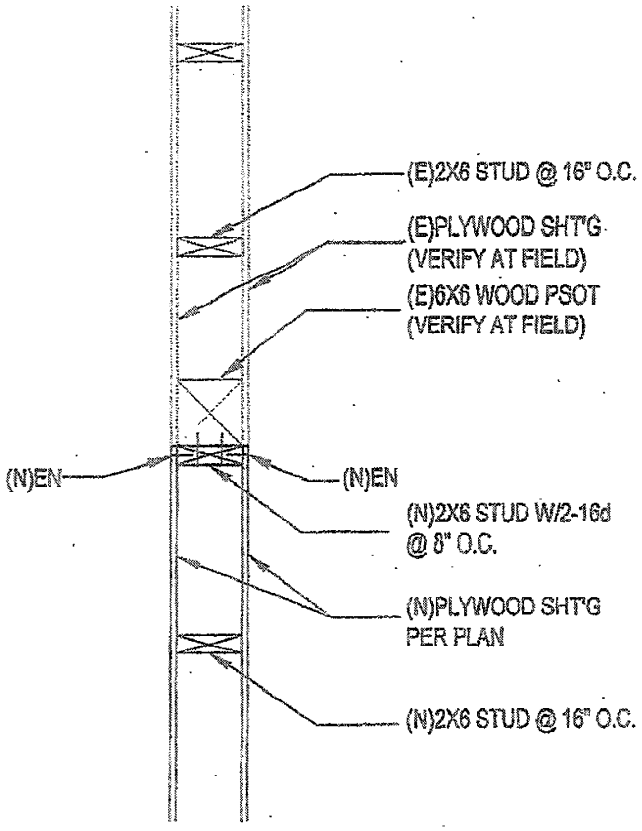
JOB NO.	0513901

REF 4 of 9

REGISTERED PROFESSIONAL ENGINEER
KAR BAN LEUNG
No. 1778
Exp. 6-30-13
STRUCTURAL
STATE OF CALIFORNIA



B ALL NEW

WLC Architects, Inc.
RANCHO CUCAMONGA • FOLSOM • EMERYVILLE

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8163 Rochester Ave., Suite 100
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NEWHART MIDDLE SCHOOL
MPR EXPANSION
CAPISTRANO UNIFIED SCHOOL DISTRICT

DSA FILE #30-9, A# 04-111724
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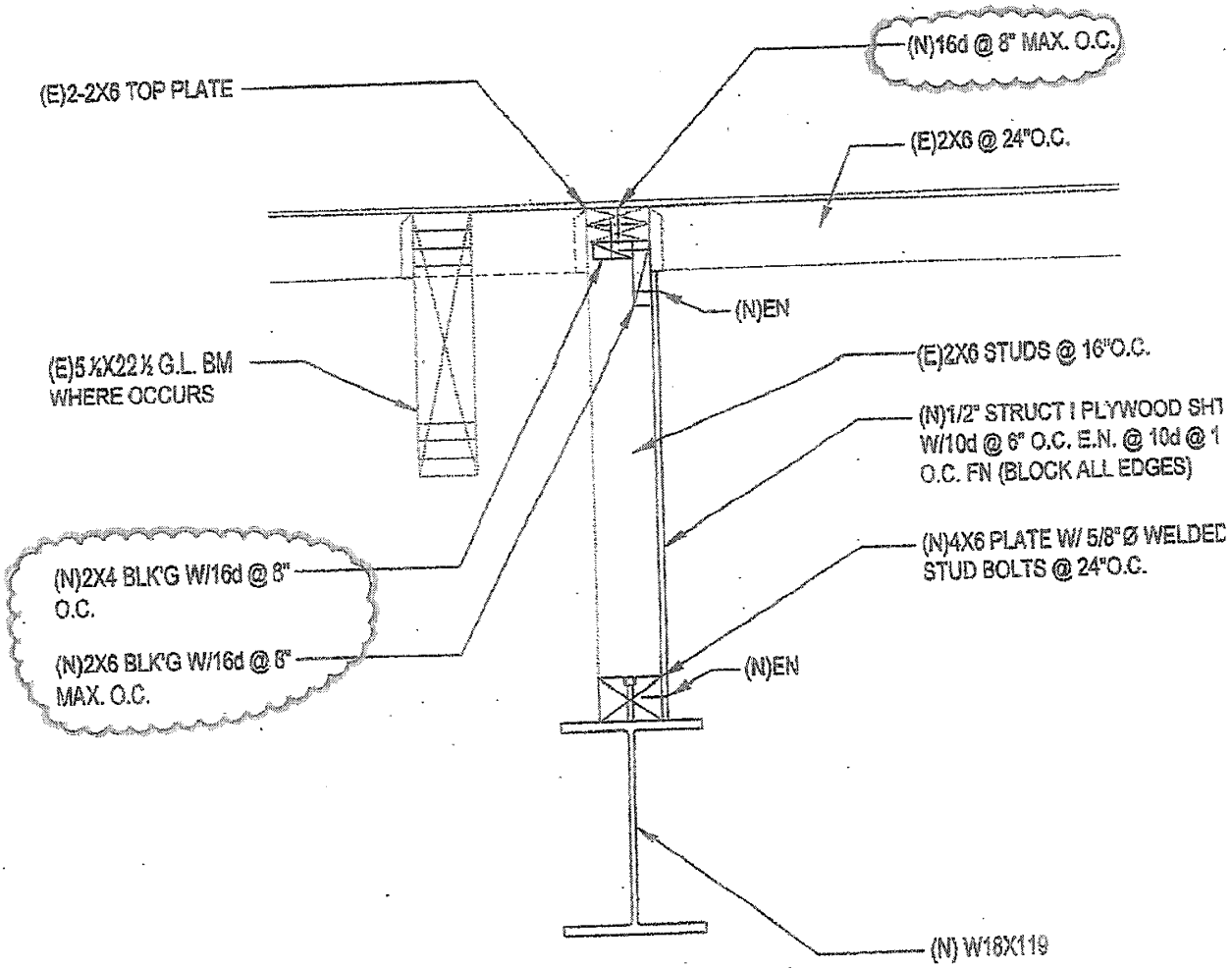

REGISTERED PROFESSIONAL ENGINEER
KAR BAN LEUNG
No. 1778
Exp. 6-30-13
STRUCTURAL
STATE OF CALIFORNIA

C REVISED DETAIL 2/ADD2-S03

WLC Architects, Inc.
RANCHO CUCAMONGA - FOLSOM - EMERYVILLE

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tel: 909-987-0909
fax: 909-980-9960

NEWHART MIDDLE SCHOOL
MPR EXPANSION
CAPISTRANO UNIFIED SCHOOL DISTRICT

DSA FILE #30-9, A# 04-111724
RFI-

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DATE	7-16-12
SCALE	3/4"=1'-0"
JOB NO.	0513901

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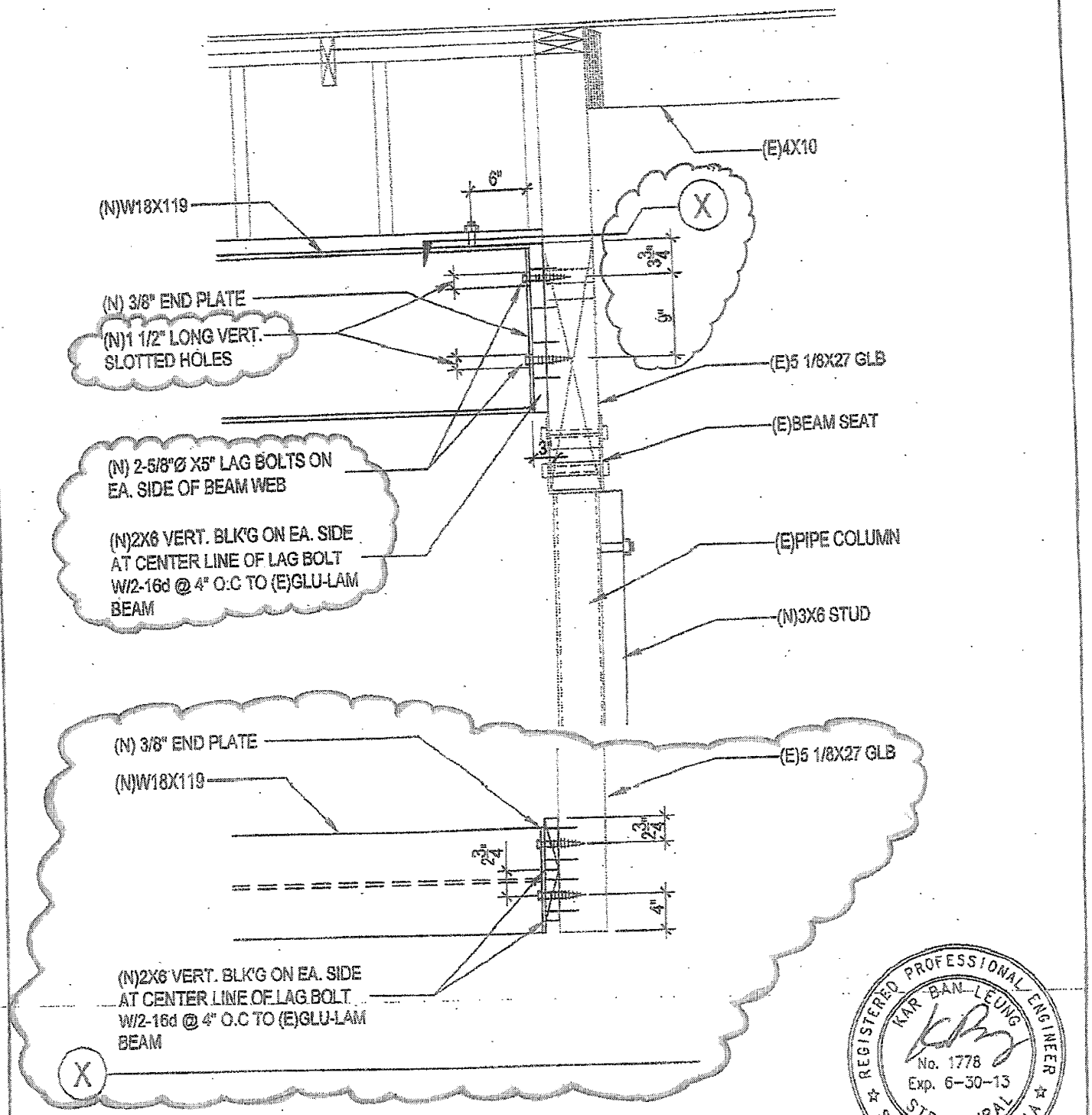

REGISTERED PROFESSIONAL ENGINEER
KAR BAN LEUNG
No. 1778
Exp. 6-30-13
STRUCTURAL
STATE OF CALIFORNIA

D REVISED DETAIL 1A/ADD2-S07

WLC Architects, Inc.
RANCHO CUCAMONGA · FOLSOM · SUISUN CITY

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tel: 909-987-0909
fax: 909-980-9980

NEWHART MIDDLE SCHOOL
MPR EXPANSION
CAPISTRANO UNIFIED SCHOOL DISTRICT

DSA FILE #30-9, A# 04-111724
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JOB NO.	0513901

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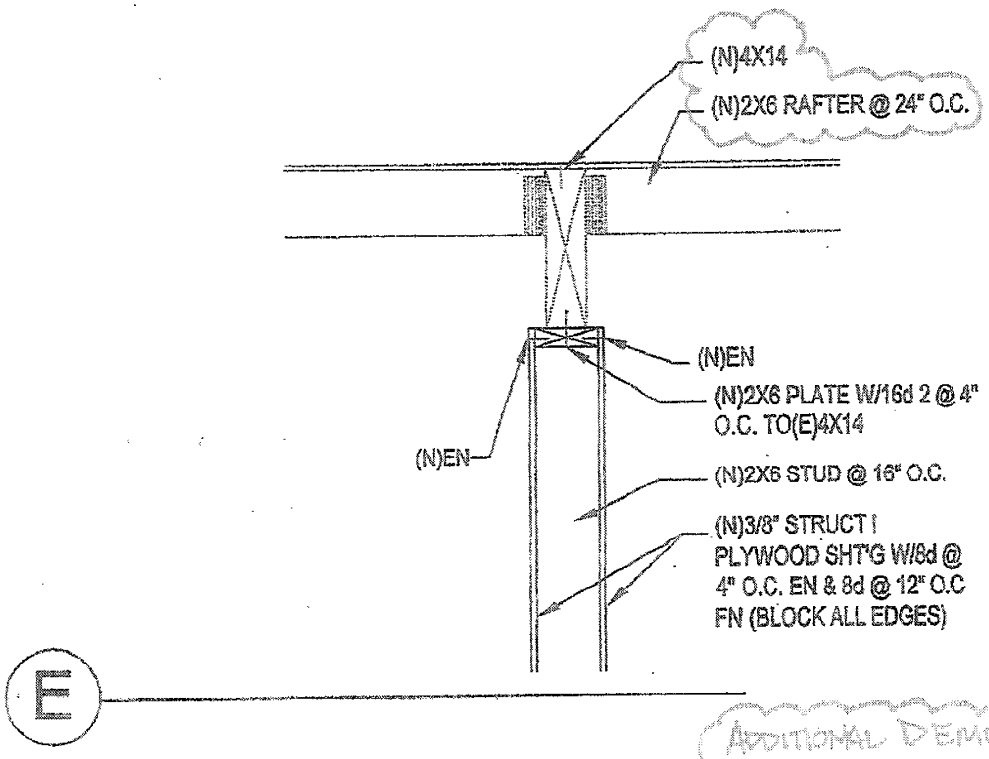

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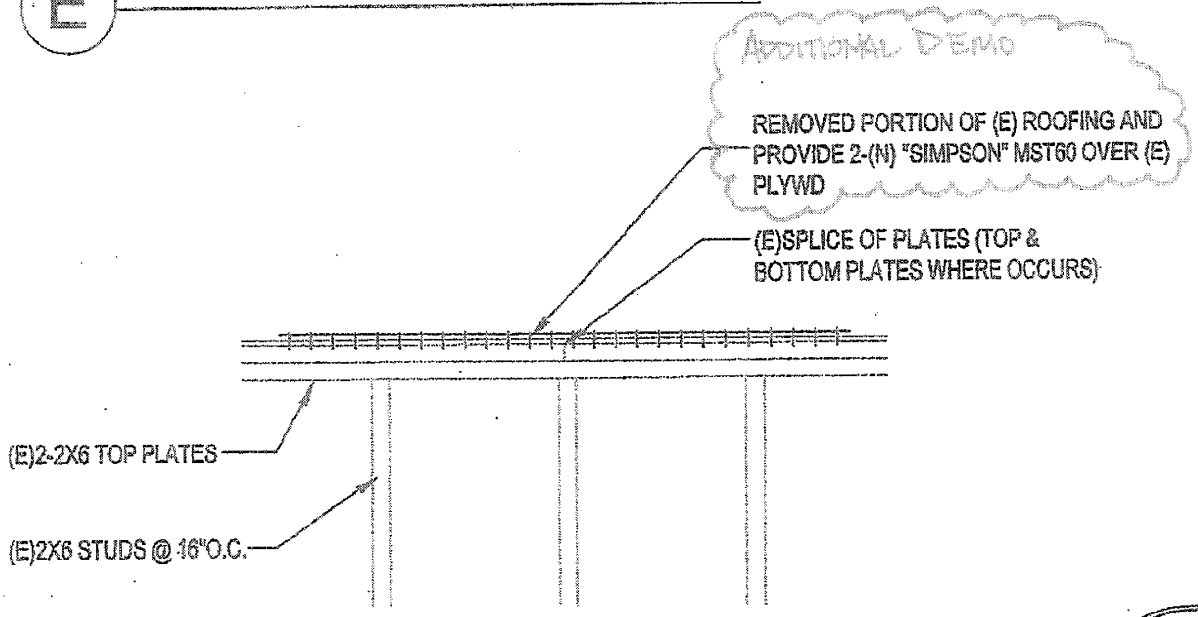

F REVISED DETAIL 2B/ADD2-S07

REGISTERED PROFESSIONAL ENGINEER
KAR BAN LEUNG
No. 1778
Exp. 6-30-13
STRUCTURAL
STATE OF CALIFORNIA

WLC Architects, Inc.
RANCHO CUCAMONGA - FOLSOM - EUREKAVILLE

SOUTHERN CALIFORNIA
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Rancho Cucamonga California 91730-0729
tel: 909-987-0909
fax: 909-980-9980

NEWHART MIDDLE SCHOOL
MPR EXPANSION
CAPISTRANO UNIFIED SCHOOL DISTRICT

DSA FILE #30-9, A# 04-111724
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CHECKED	PT
DATE	7-16-12
SCALE	3/4"=1'-0"
JOB NO.	0513901

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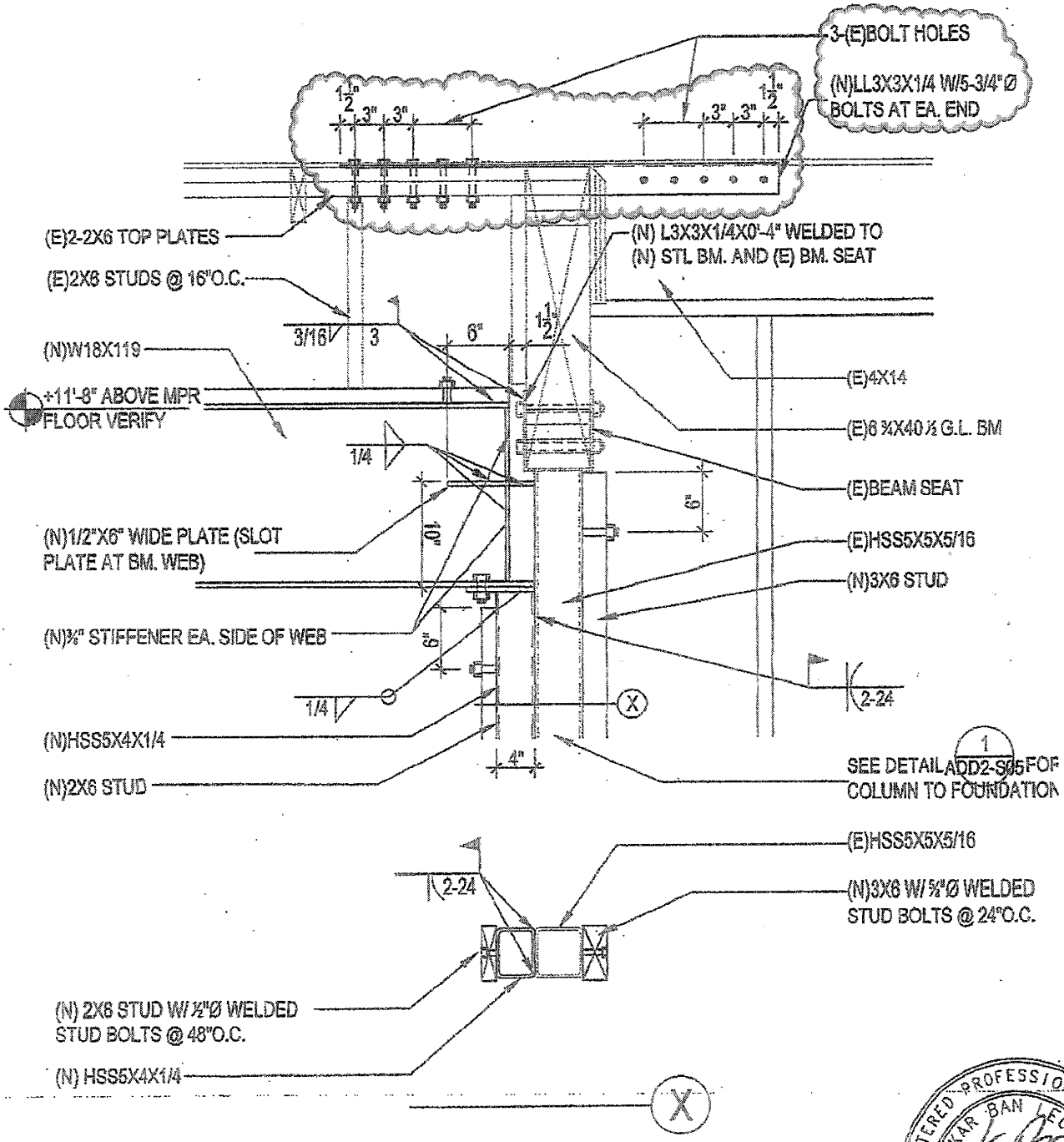

REGISTERED PROFESSIONAL ENGINEER
KAR BAN LEUNG
No. 1778
Exp. 6-30-13
STRUCTURAL
STATE OF CALIFORNIA

G REVISED DETAIL 1/ADD2-S03

WLC Architects, Inc.
RANCHO CUCAMONGA - FOLSOM - EMERYVILLE

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tel: 909-987-0909
fax: 909-980-9980

NEWHART MIDDLE SCHOOL
MPR EXPANSION
CAPISTRANO UNIFIED SCHOOL DISTRICT

DSA FILE #30-9, A# 04-111724
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DATE	7-16-12
SCALE	3/4"=1'-0"
JOB NO.	0513901

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9 of 9

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1112-14 Newhart MS MPR Remodel
Contract Number: 1112-14 **DSA Number:** A04-111724

WORK ORDER

To: Construct 1 One, Corp.
2832
Walnut Avenue
Tustin, CA 92780

Work Order No. : 00005
Date: 7/24/2012

Title: Additional Library Wall Covering

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:

Upon the District's review of the existing 30+ year old wall covering in the Library, it has been determined that the existing, damaged wall covering shall be removed and replaced. (Refer to Attachment "A" dated 7/24/12). As such, the District determined the additional cost and negotiated the full and final cost with the contractor in the amount noted below.

Item	Description	Amount
00001		$14,949.00

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. the amount of the charges (if applicable) under the Work Order is limited to $25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

☒ Lump Sum **$14,949.00** ☐ 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		7/25/12
Owner's Representative		7/25/12
Contractor		7-25-12
Architect of Record		7/25/12
Inspector of Record		7/25/12

Newhart Middle School MPR Expansion BID # 1112-14

W.O. # 005
Additional Library Wall Covering
DATA DATE: 7/24/2012

Add

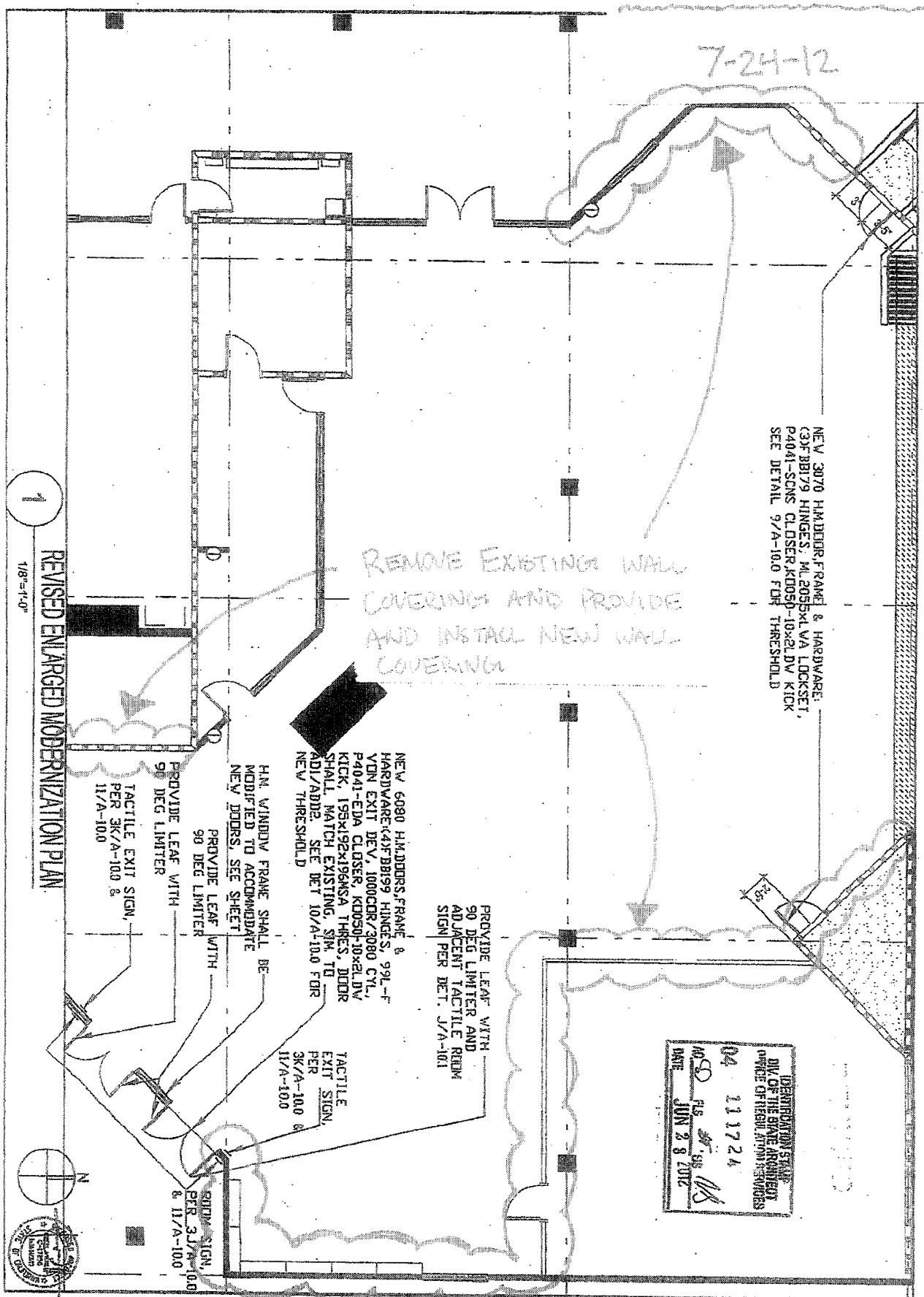
ITEM NO.					
CUSD	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1	Contractor shall remove and replace existing wall covering in the Library Labor and Materials = 155 sq.yds. X $83.50 = $12,943		$ 12,943.00		$ 12,943.00
			Subtotal Add		$ 12,943.00
			10% Fee		$ 1,294.30
			Subtotal		$ 14,237.30
			5% GC/Ins. Fee		$ 711.87
			Net Add		$ 14,949.17

Net Add	$	14,949.17
FULL AND FINAL TOTAL*	$	14,949

*Rounded to nearest dollar

ATTACHMENT A

7-24-12



ADD2-A02A	DRAWN: WLC	NEWHART MIDDLE SCHOOL	WLC Architects, Inc.
	CHECKED: WLC	MPR EXPANSION	
	DATE: 5/1/12	DSA # 04-111724	
	SCALE: 1/8"=1'-0"		
	JOB NO.: 1212900		

SOUTHERN CALIFORNIA
8163 Rochester Ave., Suite 100
Rancho Cucamonga
California 91730-0729
tel: 909-987-0909
fax: 909-980-9980

429

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1112-14 Newhart MS MPR Remodel
Contract Number: 1112-14
DSA Number: A04-111724

WORK ORDER

To: Construct 1 One, Corp.
2832
Walnut Avenue
Tustin, CA 92780

Work Order No. : 00006
Date: 7/25/2012

Title: Hardware and Curb Demo

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:

Pursuant to an Owner's Meeting, dated 7/25/12, the District has elected to correct errors made by the original architect in the project documents. As such, it was mutually determined that there would be additional costs for the following items:

Item 1) Due to the original architects incorrect specifications for the lockset in the project documents, Construct One must provide the lockset to match existing locks on site. (Refer to Attachment "A" dated 7/25/12).

Item 2) Pursuant to the District's request, dated 7/25/12, Construct One is to remove the existing concrete and curb at the Western exterior of the MPR and replace with a 4" concrete slab. (Refer to Attachment "B" dated 7/25/12).
Item 3) Pursuant to the extension of the stage soffit, the existing HVAC duct must be relocated to remain clear of the stage soffit. (Refer to Attachment "C" dated 7/25/12).

Item 4) Due to existing site locations the original frame for the door for room A25 can not be reused. Therefore, Construct One is to provide a new metal frame for door #25. (Refer to Attachment "D" dated 7/25/12). As such, the District determined the additional cost and negotiated the full and final cost with the contractor in the amount noted below.

Item	Description	Amount
00001		$5,509.00

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. the amount of the charges (if applicable) under the Work Order is limited to $25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1112-14 Newhart MS MPR Remodel
Contract Number: 1112-14
DSA Number: A04-111724

WORK ORDER

To: Construct 1 One, Corp.
2832
Walnut Avenue
Tustin, CA 92780

Work Order No. : 00006
Date: 7/25/2012

Title: Hardware and Curb Demo

COST:

- [x] Lump Sum **$5,509.00**
- [ ] Not To Exceed _____
- [ ] Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- [ ] Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- [ ] In accordance with Contract unit prices

TIME:

- [x] No Change
- [ ] Time Impact Unknown
- [ ] Impact to Contract completion is estimated at _____ days.
- [ ] Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: _____ Days: _____ The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		7/26/12
Owner's Representative		7/25/12
Contractor		7-25-12
Architect of Record		7/25/12
Inspector of Record		7/25/12

Newhart Middle School MPR Expansion BID # 1112-14

W.O. # 006
Hardware and Curb Demo
DATA DATE: 7/25/2012

Add

ITEM NO. CUSD	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1	Contractor to provide correct Lockset Hardware Material = $1680 Lump Sum Price		$ 1,680.00		$ 1,680.00
2	Contractor to relocate HVAC duct Lump Sum Price = $750		$ 750.00		$ 750.00
3	Contractor to provide door frame for door #25 Material = $300				$ 300.00
1	Contractor shall demo concrete curb at exterior of MPR and replace with 4" concrete slab Labor = 2 men x 8hrs x $65/hr = $1040 Material Concrete= $700 concrete Lump Sum Price Material Rebar = $300 rebar Lump Sum Price		$ 1,000.00	$ 1,040.00	$ 2,040.00
			Subtotal Add		$ 4,770.00
			10% Fee		$ 477.00
			Subtotal		$ 5,247.00
			5% GC/Ins. Fee		$ 262.35
			Net Add		$ 5,509.35
			Net Add		$ 5,509.35
			FULL AND FINAL TOTAL*		$ 5,509

*Rounded to nearest dollar

ATTACHMENT A
7-25-12

S&S HARDWARE COMPANY, INC.
1111 East Grand Avenue El Segundo, Ca 90245
Telephone (310) 322-9404 Fax (310) 322-4818

July 24, 2012 *(Revised)

To: Construct One, Corp.
Attn: John Genta
From: Glen Porter
Re: Newhart Middle School

The following reflects the cost impact for the revisions done during the submittal process and the lead-time constraints to the door hardware at Newhart Middle School.

Total Added Cost: **$1,680.00**

*The added cost(s) breakdown as follows:

*Added cost to purchase LCN hardware from a wholesale source instead of direct from the manufacturer due to the project deadline: $560.00

*Added cost to purchase Von Duprin hardware from a wholesale source instead of direct from the manufacturer due to project deadline: $305.00

*Added cost to provide mullions @ doors A24F & A34 which were not originally included in our scope: $815.00

Please review and feel free to contact me with any questions. Please forward purchase documents acknowledging acceptance of this change.

Best Regards,

Glen Porter
General Manager

7-25-12

1 REVISED ENLARGED MODERNIZATION PLAN
1/8"=1'-0"

NEW 3070 H.M.DOOR,FRAME, & HARDWARE: C3JFBB179 HINGES, ML2055xLWA LOCKSET, P4041-SCNS CLOSER,KO050-10x2LDW KICK SEE DETAIL 9/A-10.0 FOR THRESHOLD

NEW 6080 H.M.DOORS,FRAME, & HARDWARE:4JFBB199 HINGES, 99L-F VON EXIT DEV, 1000CDR/3080 CYL, P4041-EDA CLOSER, KO050-10x2LDW KICK, 195x192x196HSA THRES, DOOR SHALL MATCH EXISTING, SEM. TO ADJ/ADD2. SEE DET 10/A-10.0 FOR NEW THRESHOLD

H.M. WINDOW FRAME SHALL BE MODIFIED TO ACCOMMODATE NEW DOORS. SEE SHEET

PROVIDE LEAF WITH 90 DEG LIMITER

PROVIDE LEAF WITH 90 DEG LIMITER

TACTILE EXIT SIGN, PER 3K/A-10.0 & 11/A-10.0

PROVIDE LEAF WITH 90 DEG LIMITER AND ADJACENT TACTILE REQM SIGN, PER DET. J/A-10.1

TACTILE EXIT SIGN, PER 3K/A-10.0 & 11/A-10.0

ROOM SIGN, PER 3J/A-10.0 & 11/A-10.0

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
04 111724
ACCESS FLS SRS
DATE JUN 28 2012

N

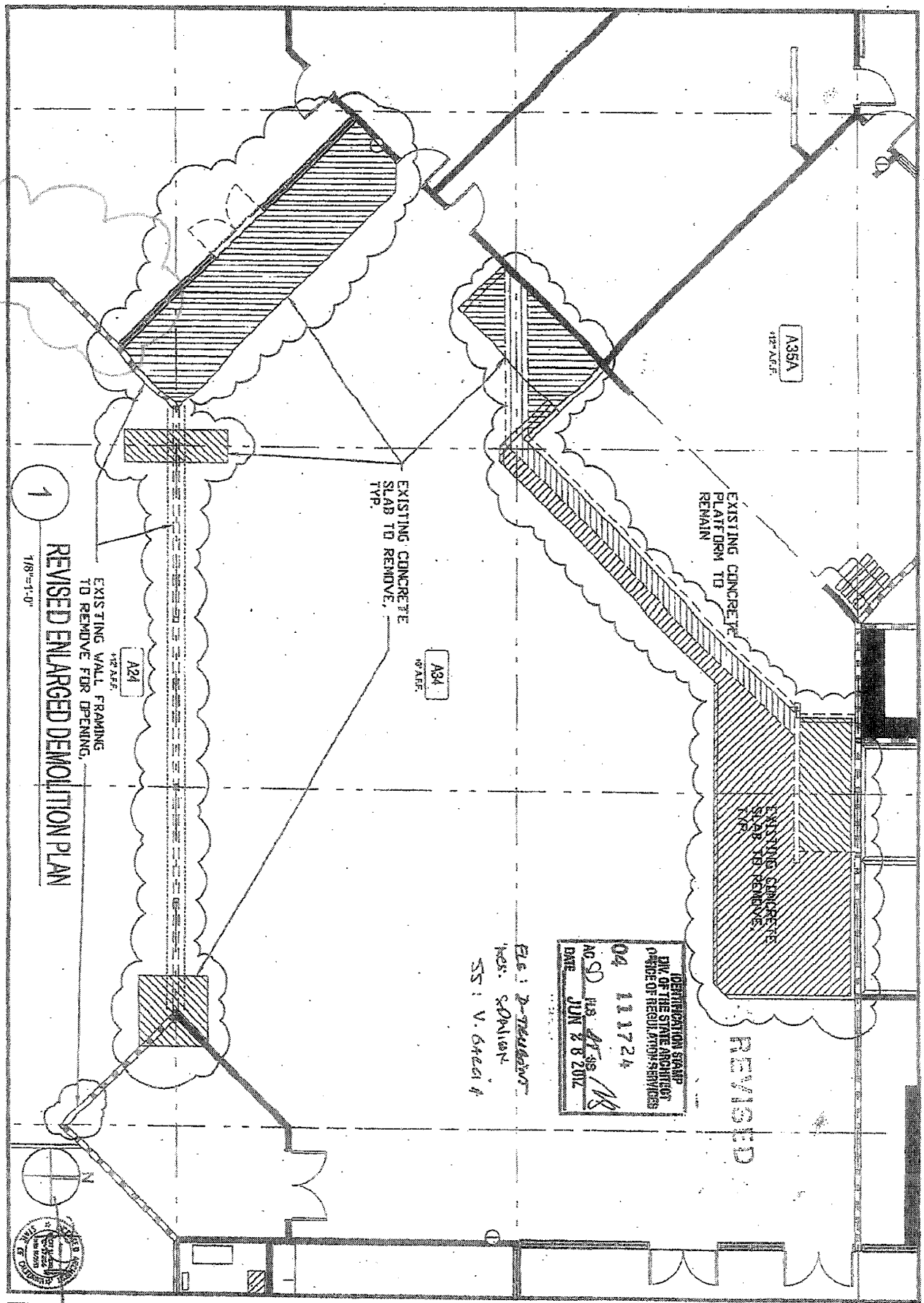
ADD2-A02A

DRAWN:	WLC
CHECKED:	WLC
DATE:	5/1/12
SCALE:	1/8"=1'-0"
JOB NO.:	1212900

NEWHART MIDDLE SCHOOL
MPR EXPANSION
DSA # 04-111724

WLC Architects, Inc.
RANCHO CUCAMONGA · FOLSOM · EVERETT

SOUTHERN CALIFORNIA
8163 Rochester Ave.,
Suite 100
Rancho Cucamonga
California 91730-0729
tel: 909-987-0909
fax: 909-980-9980



ADD2-A01

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CHECKED:	WLC
DATE:	5/1/12
SCALE:	1/8"=1'-0"
JOB NO.:	1212900

NEWHART MIDDLE SCHOOL
MPR EXPANSION
DSA # 04-111724

WLC Architects, Inc.

SOUTHERN CALIFORNIA
8163 Rochester Ave., Suite 100
Rancho Cucamonga
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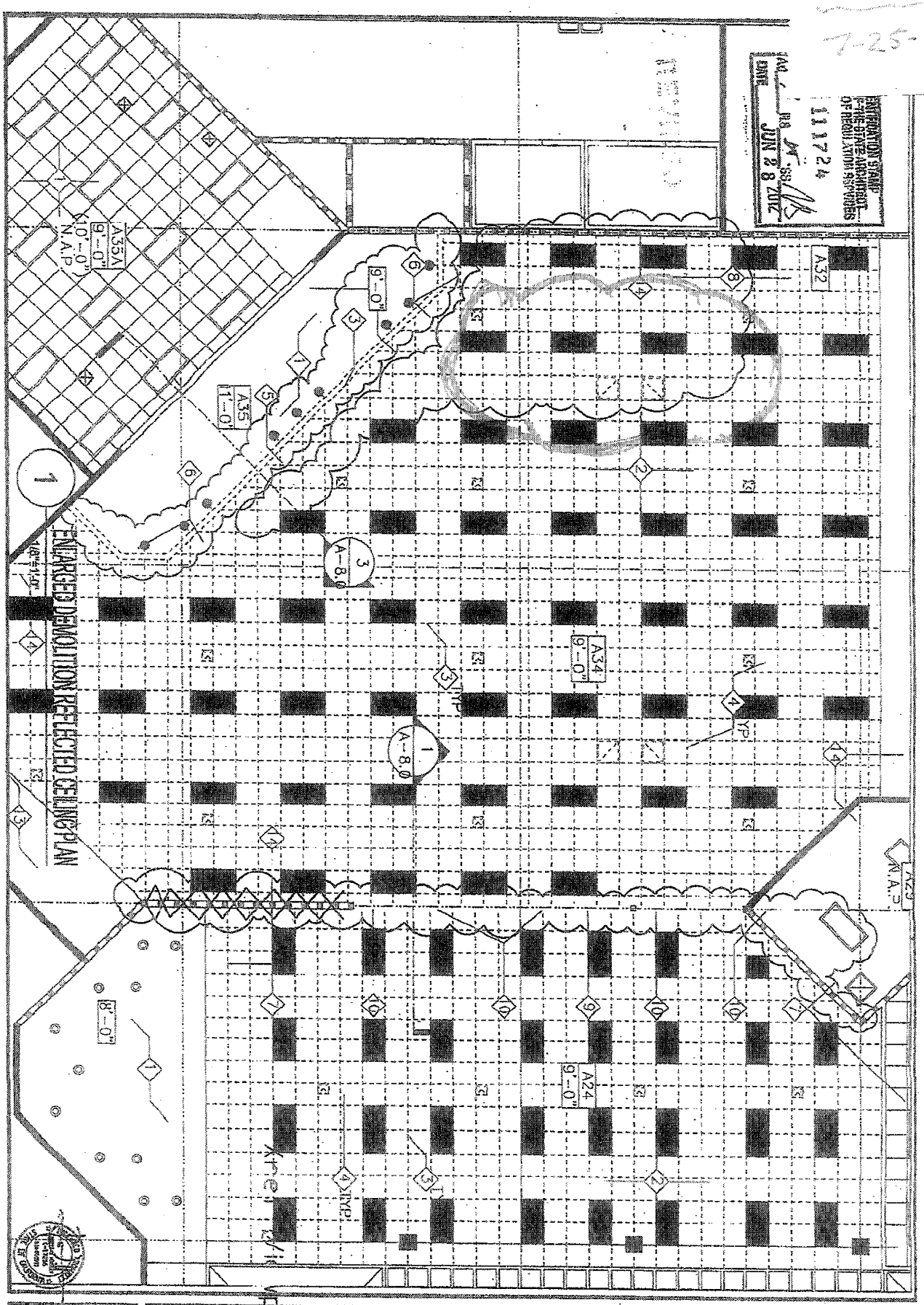
2 of 435



7-25-12

ADD2-A03

DRAWN:	WLC
CHECKED:	WLC
DATE:	5/1/12
SCALE:	AS NOTED
JOB NO.:	1212900

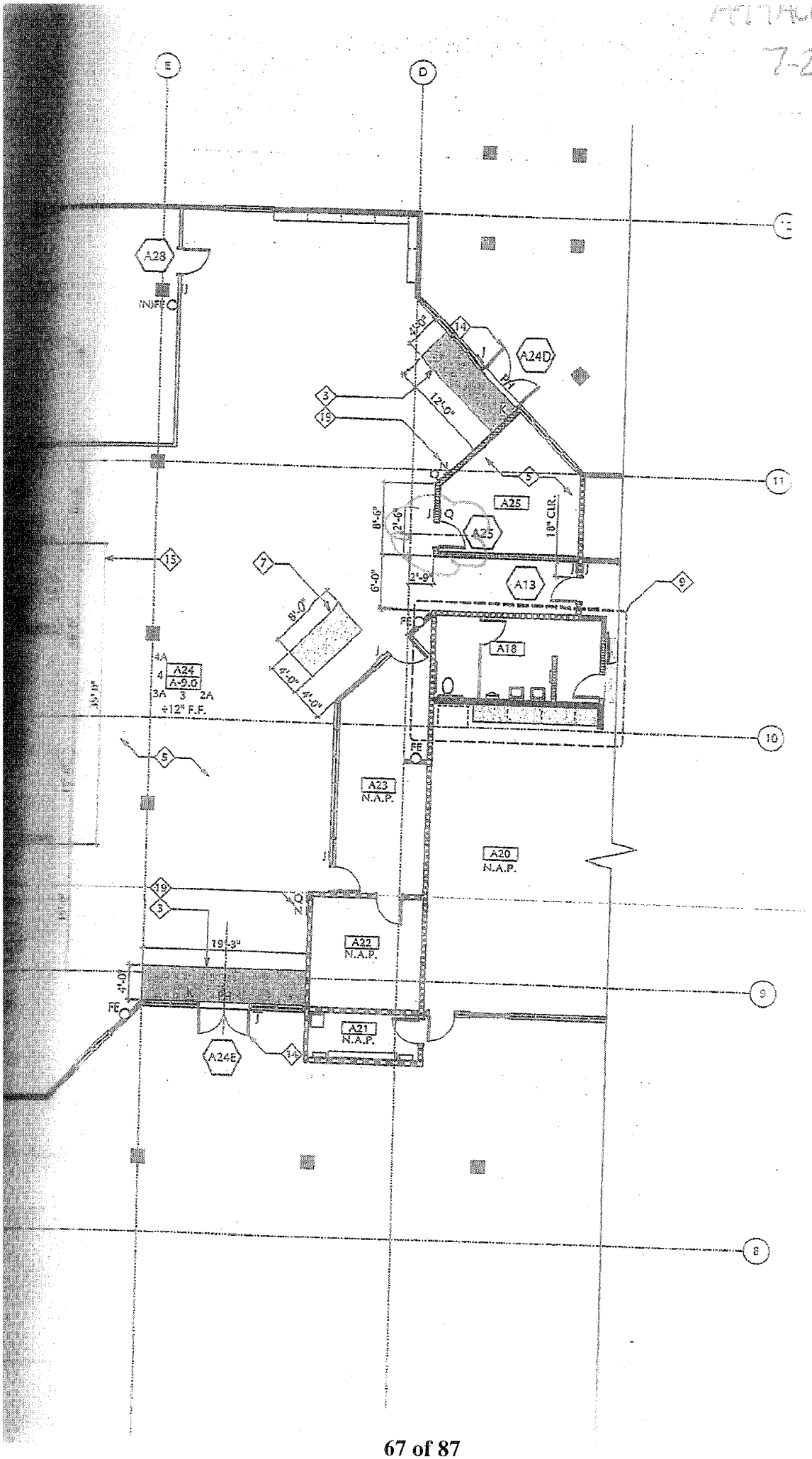
NEWHART MIDDLE SCHOOL
MPR EXPANSION
DSA # 04-111724

WLC Architects, Inc.

SOUTHERN CALIFORNIA
8163 Rochester Ave.,
Suite 100
Rancho Cucamonga
California 91730-0729
tel: 909-987-0909
fax: 909-980-9980

436

ATTACHMENT D
7-25-12



437

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1112-14 Newhart MS MPR Remodel
Contract Number: 1112-14 **DSA Number:** A04-111724

WORK ORDER

To: Construct 1 One, Corp.
2832
Walnut Avenue
Tustin, CA 92780

Work Order No. : 00007
Date: 8/8/2012

Title: Additional Welding Along Gridline F

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:

Pursuant to Request for Information (RFI) #11 response, dated 8/7/12, field change document (FCD) #4, dated 8/6/12, from the Structural Engineer, and Division of the State Architect's approval of FCD #2, dated 8/9/12, it was mutually determined that there would be additional cost for new welding and bracing that is required along Gridline F.

Item 1) As such, Construct One is to provide and install a 1/4" connection plate at the West end of Gridline F per RFI #11. Furthermore, Construct One is to provide and install a new 1/4" connection plate with bracing at Gridline F between Gridlines 9 and 10 at existing glu-lam and AC plenum, per FCD #4. (Refer to Attachment "A" dated 8/8/12).

Item 2) Pursuant to the District State Architect's approval of FCD #2, Construct one is to provide and weld a 7/16" x 3" extension plate along the Easterly end of Gridline F at shear wall connection. (Refer to Attachment "B" dated 8/14/12).

Item 3) Pursuant to the District's request, Construct One is to provide and install a 48"x12"x6" carpeted step with handrail at the Easterly end in order to provide an additional exit from the stage. (Refer to Attachment "C" dated 8/20/12).

Item 4) Pursuant to existing conditions of the aged duct work, the District has determined that the ducts shall not be cleaned in order to prevent the duct work from being damaged. (Refer to Attachment "D" dated 8/20/12). As such, the District has determined the additional cost and negotiated the full and final cost with the contractor in the amount noted below.

Item	Description	Amount
00001		$2,311.00

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. the amount of the charges (if applicable) under the Work Order is limited to $25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1112-14 Newhart MS MPR Remodel
Contract Number: 1112-14 **DSA Number:** A04-111724

WORK ORDER

To: Construct 1 One, Corp.
2832
Walnut Avenue
Tustin, CA 92780

Work Order No. : 00007
Date: 8/8/2012

Title: Additional Welding Along Gridline F

COST:

☒ Lump Sum **$2,311.00** ☐ 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		8/20/12
Owner's Representative		8/20/12
Contractor		8/20/12
Architect of Record		8.20.12
Inspector of Record		8-20-12

439

Newhart Middle School MPR Expansion BID # 1112-14

W.O. # 007
Additional Welding Along Gridline F
DATA DATE: 8/17/2012

Add

ITEM NO. CUSD	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1	Contractor to provide and weld two connection plates and bracing per RFI #11, FCD #2 and FCD #4 along Gridline F Material and Labor Lump Sum Price = $1800		$ -	$1,800.00	$ 1,800.00
2	Contractor to provide and weld 7/16"x3" extension plate at the Easterly end of Gridline F per FCD #2 Material and Labor Lump Sum Price = $250		$ -	$250.00	$ 250.00
3	Contractor to provide and install a step at the eastern end of the stage with a handrail. Labor and Material = $600 Lump Sum Price		$ -	$ 600.00	$ 600.00
			Subtotal Add		$ 2,650.00
			10% Fee		$ 265.00
			Subtotal		$ 2,915.00
			5% GC/Ins. Fee		$ 145.75
			Net Add		$ 3,060.75

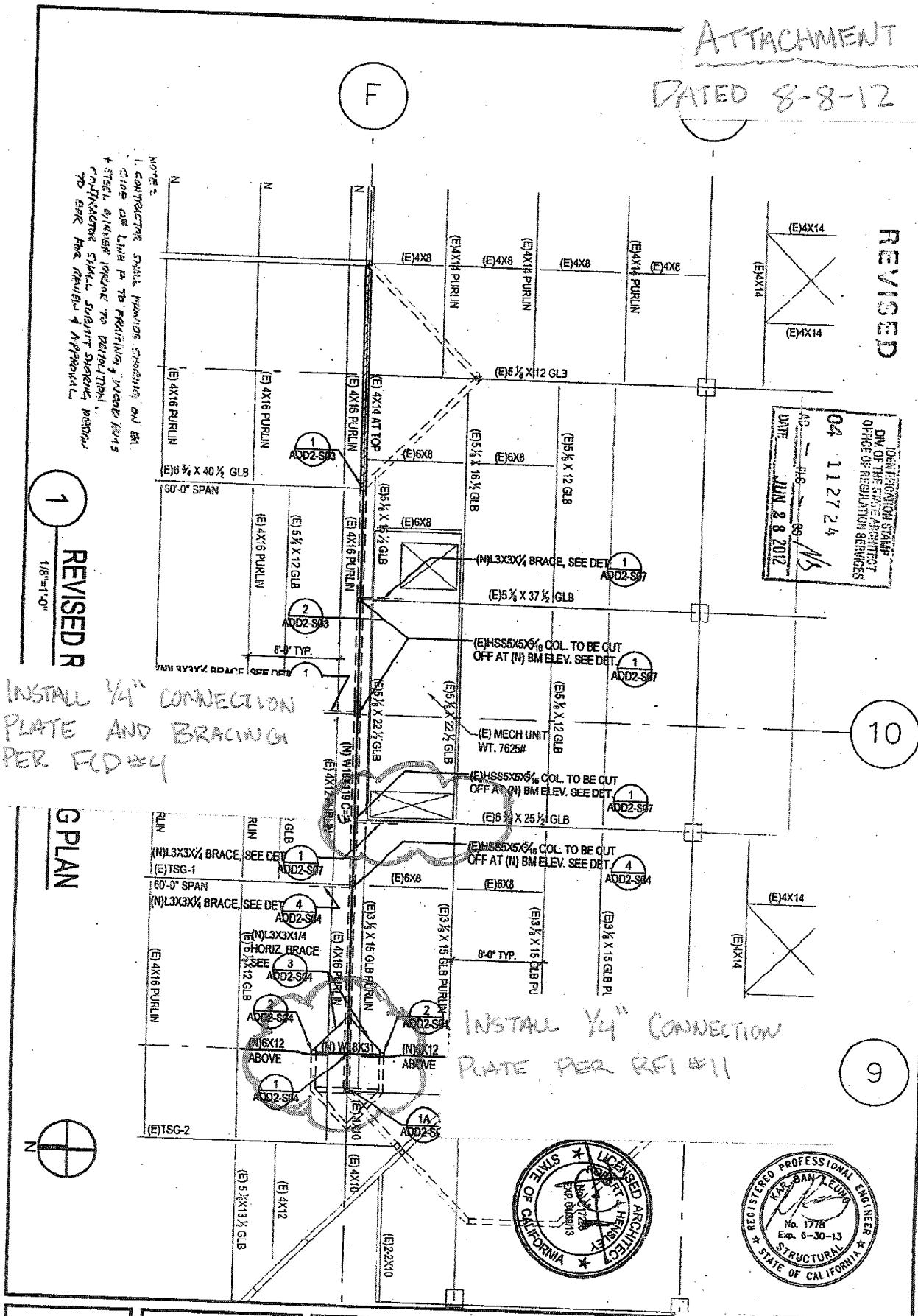
Credit

ITEM NO. CUSD	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1	Contractor is not to clean duct work Labor and Material = 750$ Lump Sum Price				$ 750
			Subtotal Credit		$ (750.00)
			Net Add		$ 3,060.75
			Net Credit		$ (750.00)
			FULL AND FINAL TOTAL*		$ 2,311

*Rounded to nearest dollar

ATTACHMENT "A"

DATED 8-8-12



INSTALL 1/4" CONNECTION PLATE AND BRACING PER FCD #4

INSTALL 1/4" CONNECTION PLATE PER RFI #11

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
04 112724
AC — FLS — SS
DATE JUN 28 2012

LICENSED ARCHITECT
ROBERT L. HENSLEY
No. 17280
Exp. 04/30/13
STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
KAR-BAN LEUNG
No. 1778
Exp. 6-30-13
STRUCTURAL
STATE OF CALIFORNIA

ADD2-S02	
DRAWN:	IDK
CHECKED:	KBL
DATE:	6/21/12
SCALE:	1/8"=1'-0"
JOB NO.:	1212900

NEWHART MIDDLE SCHOOL
MPR EXPANSION
DSA # 04-111724

WH Architect

1 OF 4

fax: 909-980-9980

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: -- 1112-14 Newhart MS MPR Remodel

Purchase Order No.:

Contract Number: 1112-14 **DSA Number:** A04-111724

REQUEST FOR INFORMATION

RFI No.: 00011

Title: Steel plate at west end of beam

Date: 8/7/2012 **Required:** 8/7/2012 **Answered:**

From: John Genta
Construct 1 One, Corp.

To: Korin Lawing
Capistrano Unified School District

Contractor's Request:

This serves as a confirming RFI#11 as the contractor cordinated with the structual engineer as he directed the contractor to do the following: Add a 1/4 inch plate with a diemension of 24x30 inch tall plate and locate the slotted holes with the same pattern to be centered on the glu lame beam,at the west end of the beam.

Proposed Solution:

proceed as directed

Owner's Representative's Additional Information:

Architect of Record's Response:

V CONFIRMED 8-7-12 Peter Tran

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.

2 of 4

442

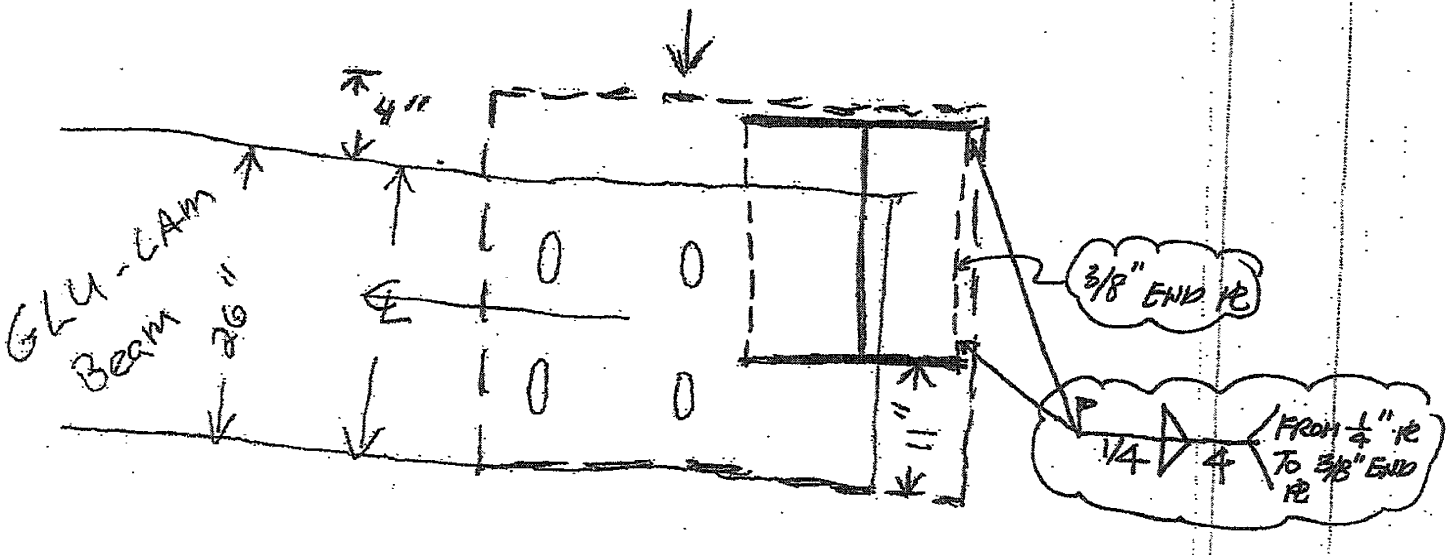
Primavera 3

Page 1 of 1

Plate @ East end of Beam

#[redacted] KPFF
CONFIRMING
RFI

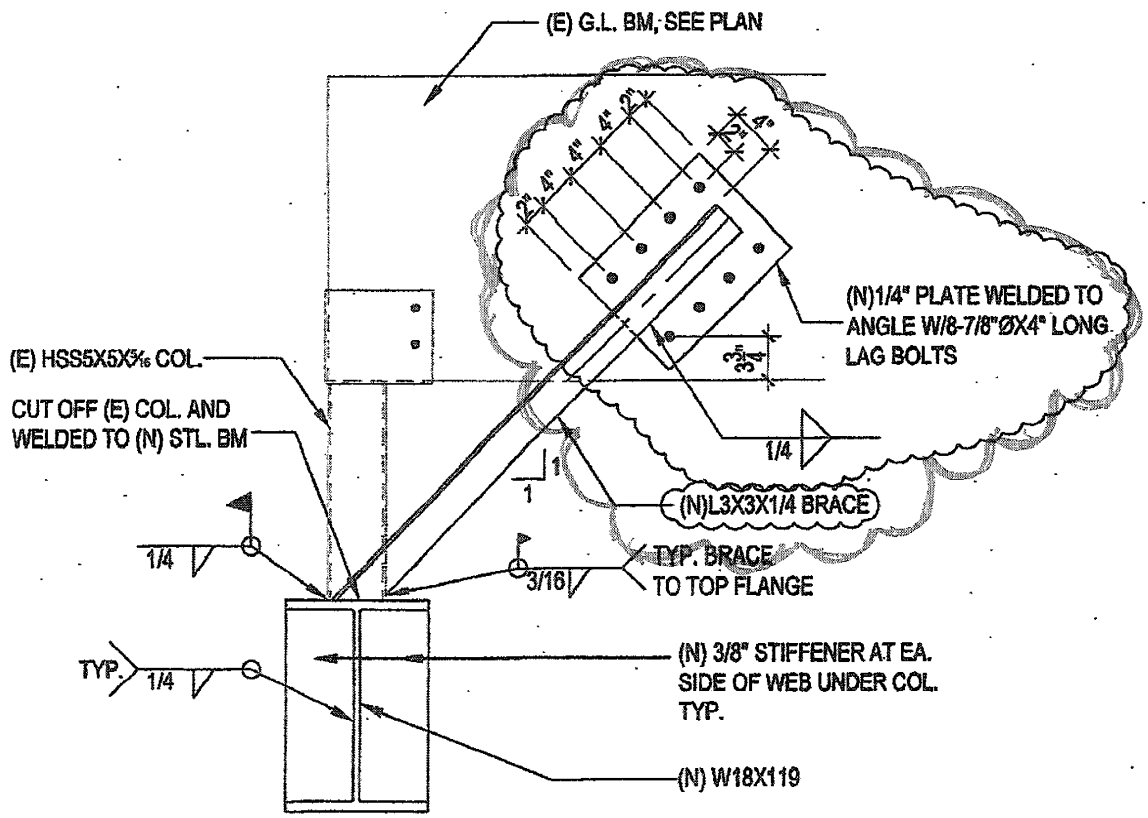
1/4" Plate 24" wide x 30" Tall Plate
Locate Slotted Holes with same Pattern to be centered on Glu Lam Beam



CONSTRUCT 1 CORP.

8/7/12

3 of 4



A REVISED DETAIL 1/ADD2-S07

REGISTERED PROFESSIONAL ENGINEER
KAR BAN LEUNG
No. 1778
Exp. 6-30-13
STRUCTURAL
STATE OF CALIFORNIA

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

NEWHART MIDDLE SCHOOL
MPR EXPANSION
CAPISTRANO UNIFIED SCHOOL DISTRICT

DSA FILE #30-9, A# 04-111724
RFI-

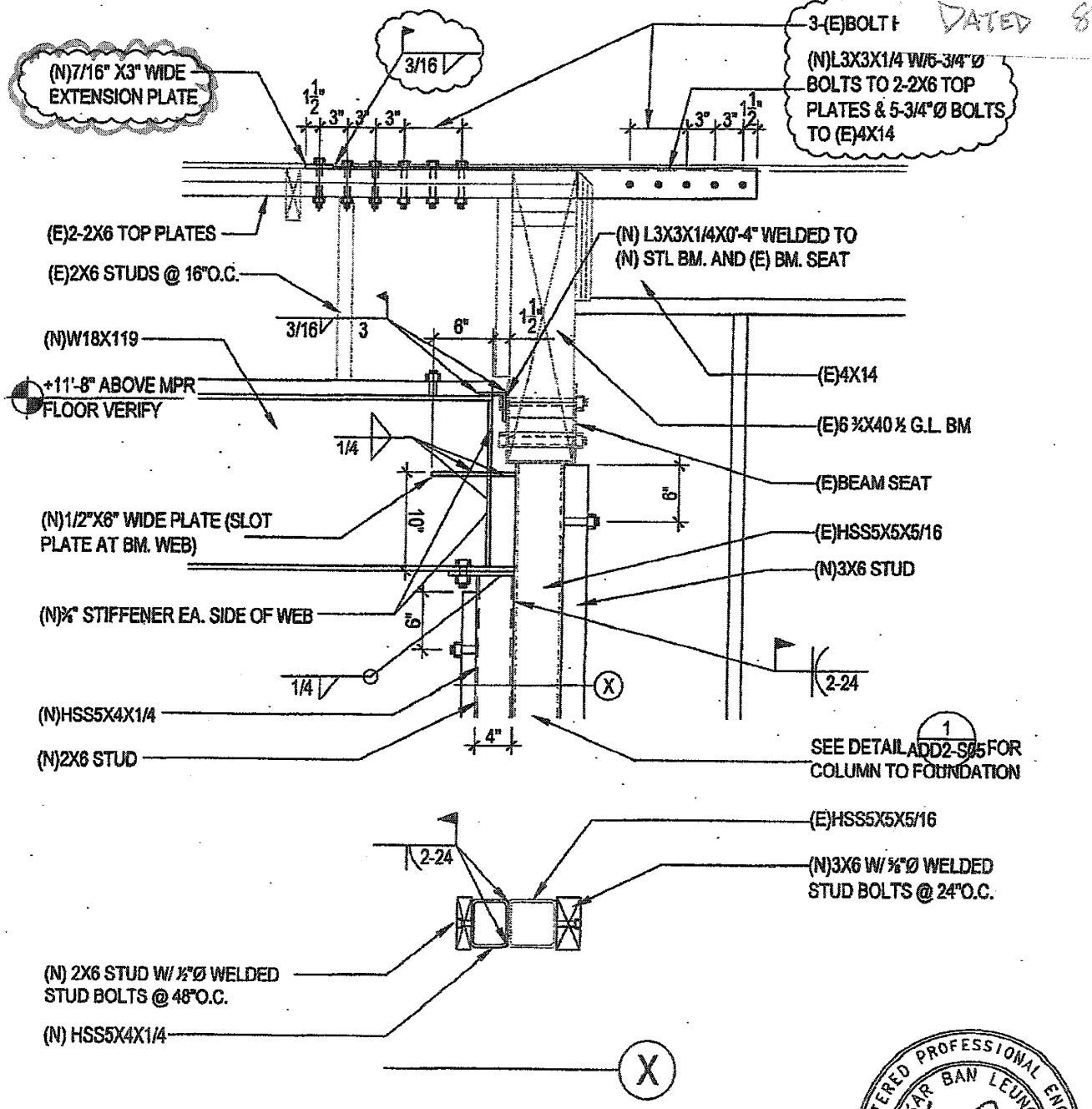
DRAWN	PT
CHECKED	PT
DATE	8-6-12
SCALE	3/4"=1
JOB NO.	05139

REF. 1

4 OF 4

444

ATTACHMENT "B"
DATED 8-14-12



REGISTERED PROFESSIONAL ENGINEER
KAR BAN LEUNG
No. 17786
Exp. 6-30-13
STRUCTURAL
STATE OF CALIFORNIA

G REVISED DETAIL 1/ADD2-S03

WLC Architects, Inc.
RANCHO CUCAMONGA - FOLSOM - ENSENADA

SOUTHERN CALIFORNIA
8163 Rochester Ave., Suite 100
Rancho Cucamonga
California 91730--0729
tel: 909--987--0909
fax: 909--980--9980

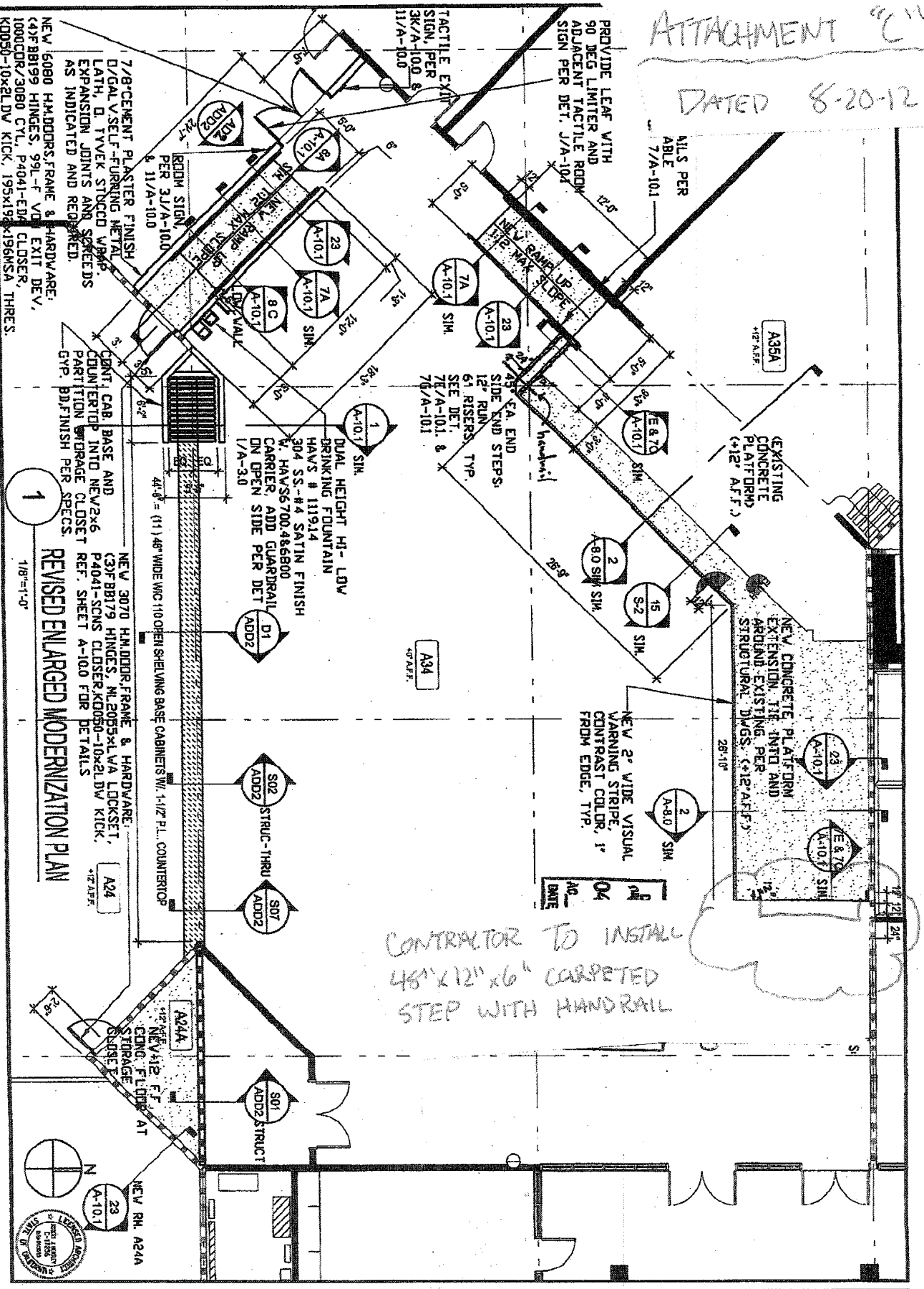
NEWHART MIDDLE SCHOOL
MPR EXPANSION
CAPISTRANO UNIFIED SCHOOL DISTRICT
DSA FILE #30-9, A# 04-111724
RFI-

DRAWN	PT
CHECKED	PT
DATE	7-16-12
SCALE	3/4"=1'-0"
JOB NO.	0513901

REF. 9
FCD-2

ATTACHMENT "C"

DATED 8-20-12



DRAWN:	WLC
CHECKED:	WLC
DATE:	5/1/12
SCALE:	1/8"=1'-0"
JOB NO.:	1212900

ADD2-A02

NEWHART MIDDLE SCHOOL
MPR EXPANSION
DSA # 04-111724

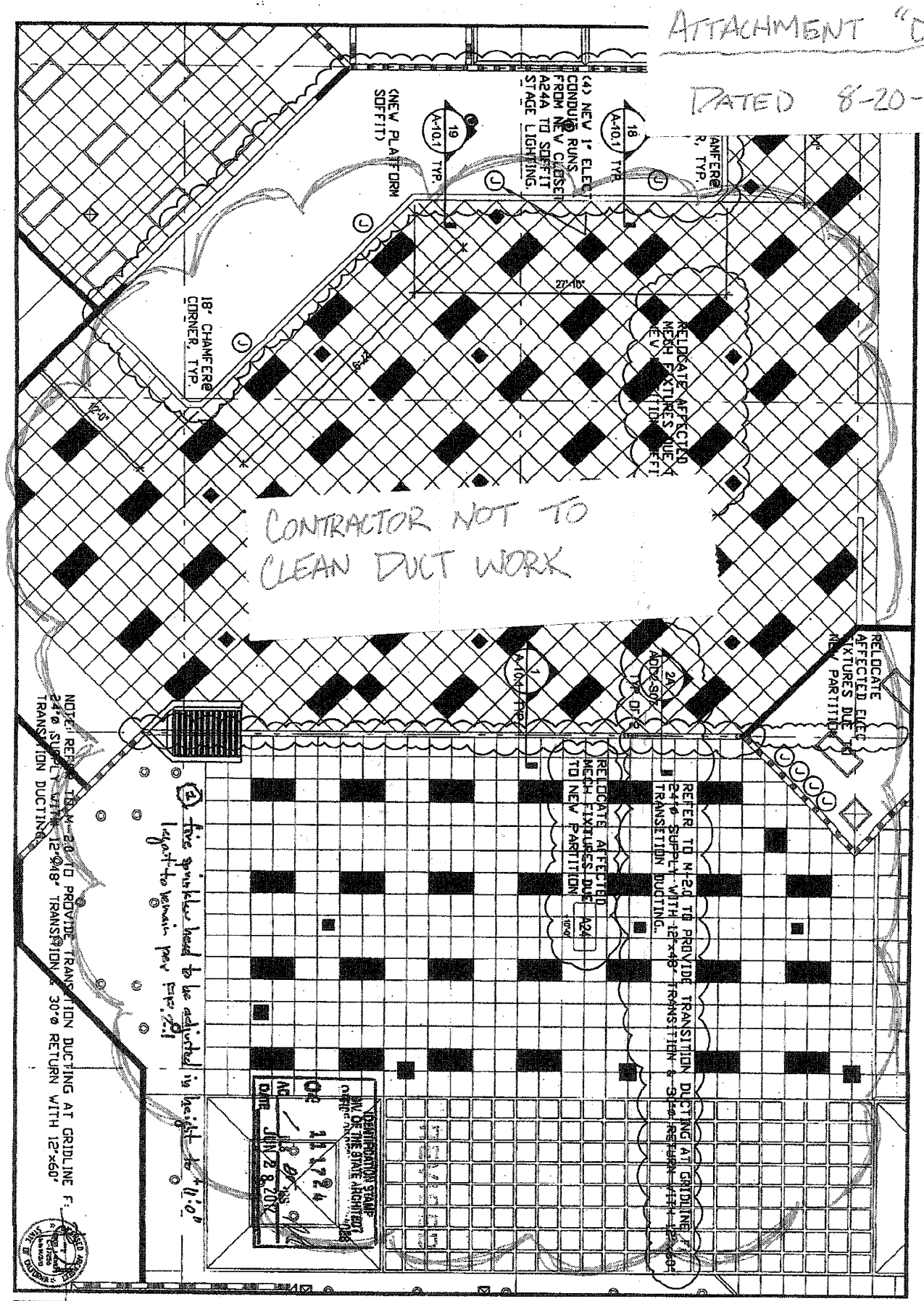
WLC Architects, Inc.
IRVINE CUCAMONGA - FOLSOM - EXETER

SOUTHERN CALIFORNIA
8163 Rochester Ave., Suite 100
Rancho Cucamonga
California 91730-0729
tel: 909-987-0909
fax: 909-980-9980

446

ATTACHMENT "D"

DATED 8-20-12



DRAWN:	WLC
CHECKED:	WLC
DATE:	5/1/12
SCALE:	AS NOTED
JOB NO.:	1212900

ADD2-A04

NEWHART MIDDLE SCHOOL
MPR EXPANSION

WLC Architects, Inc.
RANCHO CUCAMONGA - FOLSOM - BAKERSFIELD

SOUTHERN CALIFORNIA
8163 Rochester Ave.,
Suite 100
Rancho Cucamonga
California 91730-0729
tel: 909-987-0909
fax: 909-980-9980

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1112-14 Newhart MS MPR Remodel
Contract Number: 1112-14 **DSA Number:** A04-111724

WORK ORDER

To: Construct 1 One, Corp.
2832
Walnut Avenue
Tustin, CA 92780

Work Order No. : 00007
Date: 8/8/2012

Title: Additional Welding Along Gridline F

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:

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Item 1) As such, Construct One is to provide and install a 1/4" connection plate at the West end of Gridline F per RFI #11. Furthermore, Construct One is to provide and install a new 1/4" connection plate with bracing at Gridline F between Gridlines 9 and 10 at existing glu-lam and AC plenum, per FCD #4. (Refer to Attachment "A" dated 8/8/12).

Item 2) Pursuant to the District State Architect's approval of FCD #2, Construct one is to provide and weld a 7/16" x 3" extension plate along the Easterly end of Gridline F at shear wall connection. (Refer to Attachment "B" dated 8/14/12).

Item 3) Pursuant to the District's request, Construct One is to provide and install a 48"x12"x6" carpeted step with handrail at the Easterly end in order to provide an additional exit from the stage. (Refer to Attachment "C" dated 8/20/12).

Item 4) Pursuant to existing conditions of the aged duct work, the District has determined that the ducts shall not be cleaned in order to prevent the duct work from being damaged. (Refer to Attachment "D" dated 8/20/12). As such, the District has determined the additional cost and negotiated the full and final cost with the contractor in the amount noted below.

Item	Description	Amount
00001		$2,311.00

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. the amount of the charges (if applicable) under the Work Order is limited to $25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1112-14 Newhart MS MPR Remodel
Contract Number: 1112-14 **DSA Number:** A04-111724

WORK ORDER

To: Construct 1 One, Corp.
2832
Walnut Avenue
Tustin, CA 92780

Work Order No. : 00007
Date: 8/8/2012

Title: Additional Welding Along Gridline F

COST:

☒ Lump Sum **$2,311.00** ☐ 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		8/20/12
Owner's Representative		8/20/12
Contractor		8/20/12
Architect of Record		8-20-12
Inspector of Record		8-20-12

Newhart Middle School MPR Expansion BID # 1112-14

W.O. # 007
Additional Welding Along Gridline F
DATA DATE: 8/17/2012

Add

ITEM NO.					
CUSD	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1	Contractor to provide and weld two connection plates and bracing per RFI #11, FCD #2 and FCD #4 along Gridline F Material and Labor Lump Sum Price = $1800		$ -	$1,800.00	$ 1,800.00
2	Contractor to provide and weld 7/16"x3" extension plate at the Easterly end of Gridline F per FCD #2 Material and Labor Lump Sum Price = $250		$ -	$250.00	$ 250.00
3	Contractor to provide and install a step at the eastern end of the stage with a handrail. Labor and Material = $600 Lump Sum Price		$ -	$ 600.00	$ 600.00
			Subtotal Add		$ 2,650.00
			10% Fee		$ 265.00
			Subtotal		$ 2,915.00
			5% GC/Ins. Fee		$ 145.75
			Net Add		$ 3,060.75

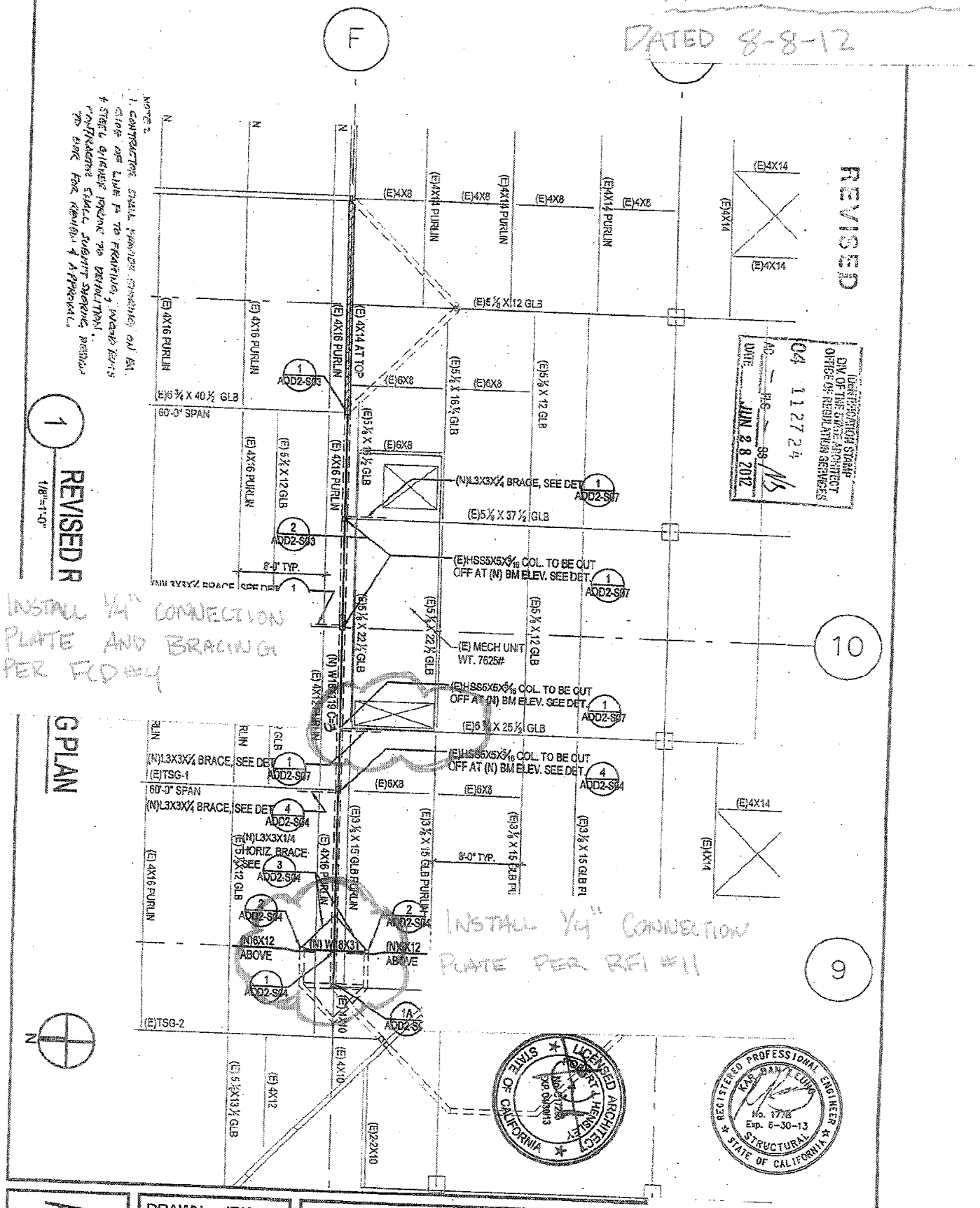
Credit

ITEM NO.					
CUSD	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1	Contractor is not to clean duct work Labor and Material = 750$ Lump Sum Price				$ 750
			Subtotal Credit		$ (750.00)
			Net Add		$ 3,060.75
			Net Credit		$ (750.00)
			FULL AND FINAL TOTAL*		$ 2,311

*Rounded to nearest dollar

450

ATTACHMENT "A"
DATED 8-8-12



ADD2-S02

DRAWN:	IDK
CHECKED:	KBL
DATE:	6/21/12
SCALE:	1/8"=1'-0"
JOB NO.:	1212900

NEWHART MIDDLE SCHOOL
MPR EXPANSION
DSA # 04-111724

WH Architect
RANCHO CUCAMONGA - FOL

1 OF 4

fax 909-980-9980

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: -- 1112-14 Newhart MS MPR Remodel

Purchase Order No.:

Contract Number: 1112-14

DSA Number: A04-111724

REQUEST FOR INFORMATION

RFI No.: 00011

Title: Steel plate at west end of beam

Date: 8/7/2012 Required: 8/7/2012 Answered:

From: John Genta
Construct 1 One, Corp.

To: Korin Lawing
Capistrano Unified School District

Contractor's Request:

This serves as a confirming RFI#11 as the contractor cordinated with the structual engineer as he directed the contractor to do the following: Add a 1/4 inch plate with a diemension of 24x30 inch tall plate and locate the slotted holes with the same pattern to be centered on the glu lame beam,at the west end of the beam.

Proposed Solution:

proceed as directed

Owner's Representative's Additional Information:

Architect of Record's Response:

CONFIRMED 8-7-12 Peter Tran

Commence the work described above immediately. In the event of a dispute of interpretation of the requested work, resolution shall be pursuant to the General Conditions Article 4.5 Disputes.

☐ * This response was provided FOR INFORMATION ONLY and does not affect the Contract.

☐ * This response is a CLARIFICATION OF THE CONTRACT (NO COST or TIME EFFECT)

☐ * This response is a MINOR CHANGE to the Contract with no effect to the Contract cost or time (NO COST OR TIME EFFECT)

☐ ** This response CHANGES the Contract with an anticipated effect to Contract cost and/or time. (COST/TIME EFFECT). The District shall issue a Work Order to the Contractor.

* This does not modify contract cost or time. If the recipient believes that the RFI affects contract cost or time, the recipient shall respond in writing in accordance with the Contract.

2 of 4

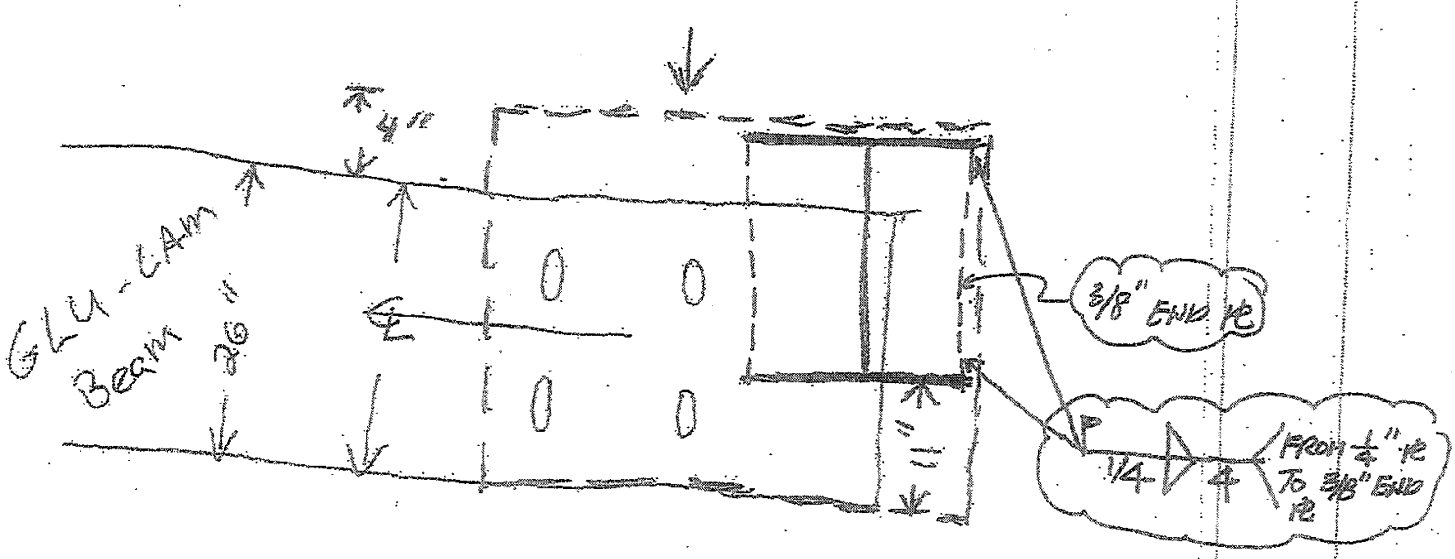
452
Primavera 6

Plate @ East end of Beam

11 RFI
CONFIRMING
RFI

1/4" Plate 24" wide x 30" Tall Plate

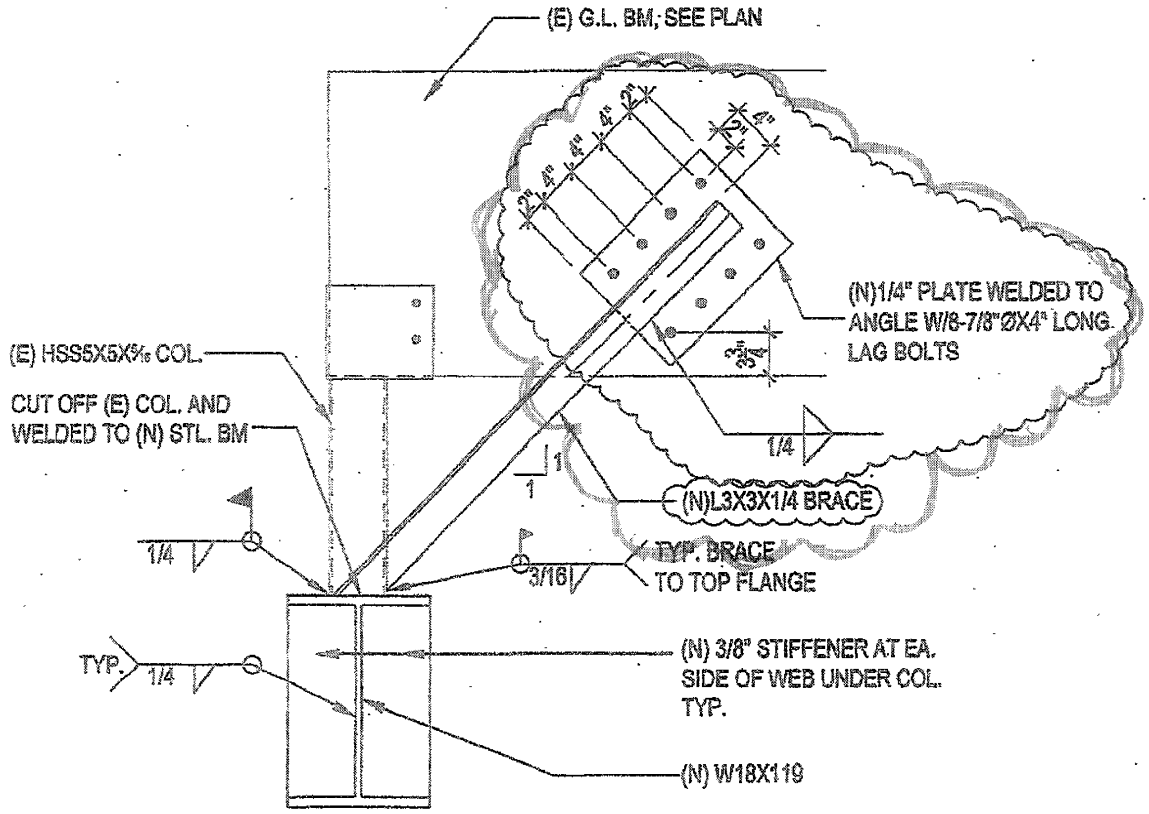
Locate Slotted Holes with same Pattern to be centered on Glu Lam Beam



CONSTRUCT 1 CORP.

8/7/12

3 OF 4



A REVISED DETAIL 1/ADD2-S07

REGISTERED PROFESSIONAL ENGINEER
KAR BAN LEUNG
No. 1778
Exp. 6-30-13
STRUCTURAL
STATE OF CALIFORNIA

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

NEWHART MIDDLE SCHOOL
MPR EXPANSION
CAPISTRANO UNIFIED SCHOOL DISTRICT
DSA FILE #30-9, A# 04-111724
RFI-

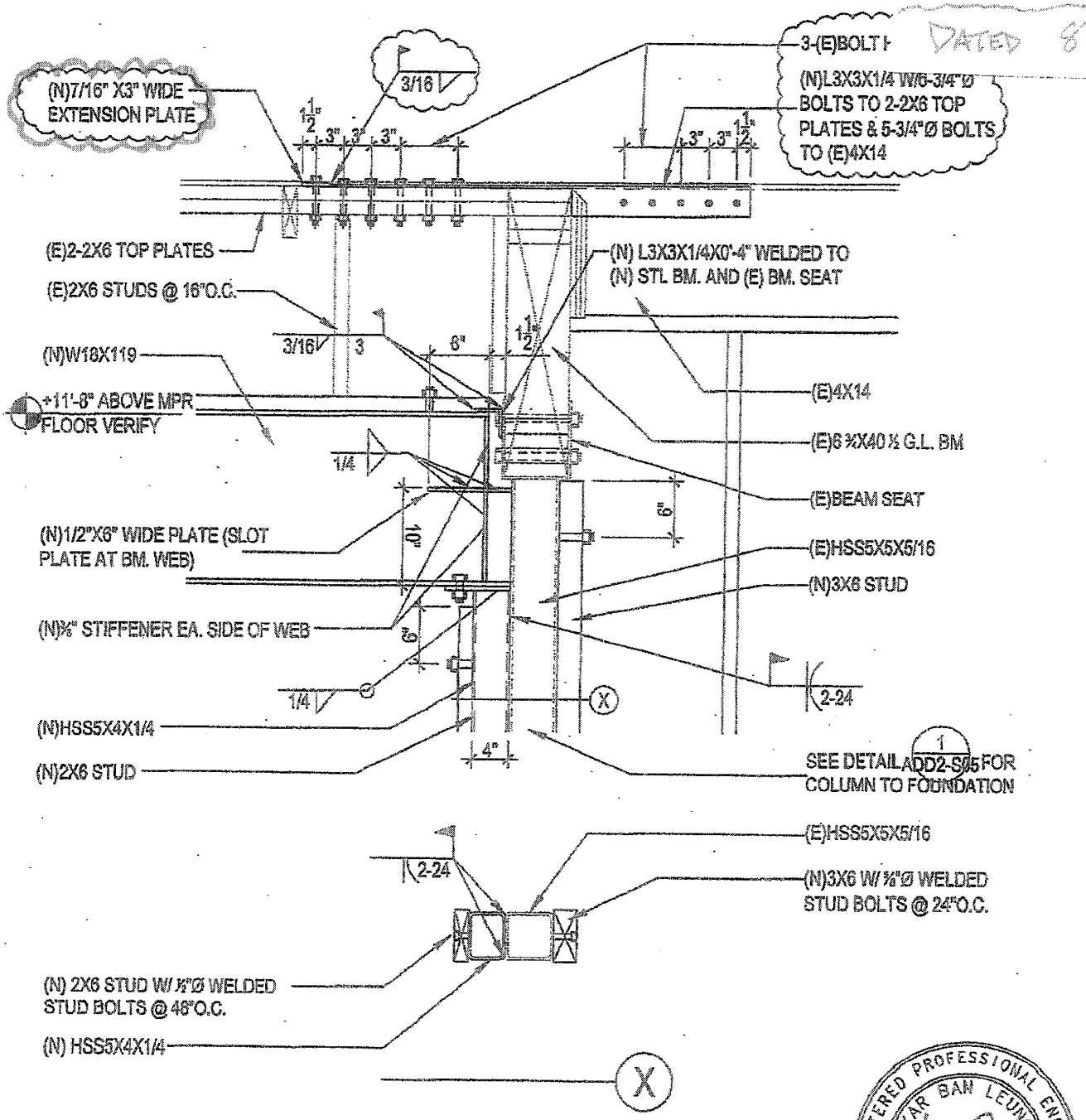
DRAWN	PT
CHECKED	PT
DATE	8-6-12
SCALE	3/4"=1
JOB NO.	05139

REF. 1

4 OF 4

454

ATTACHMENT "B"
DATED 8-14-12



REGISTERED PROFESSIONAL ENGINEER
KAR BAN LEUNG
No. 17780
Exp. 6-30-13
STRUCTURAL
STATE OF CALIFORNIA

G REVISED DETAIL 1/ADD2-S03

WLC Architects, Inc.
RANCHO CUCAMONGA · FONTANA · ENCINITAS

SOUTHERN CALIFORNIA
8163 Rochester Ave., Suite 100
Rancho Cucamonga
California 91730-0729
tel: 909-987-0909
fax: 909-980-9980

NEWHART MIDDLE SCHOOL
MPR EXPANSION
CAPISTRANO UNIFIED SCHOOL DISTRICT

DSA FILE #30-9, A# 04-111724
RFI-

DRAWN	PT
CHECKED	PT
DATE	7-16-12
SCALE	3/4"=1'-0"
JOB NO.	0513901

REF. 9

FCD-2

ATTACHMENT "C"

DATED 8-20-12

DRAWN:	WLC
CHECKED:	WLC
DATE:	5/1/12
SCALE:	1/8"=1'-0"
JOB NO.:	1212900

ADD2-A02

NEWHART MIDDLE SCHOOL
MPR EXPANSION
DSA # 04-114724

WLC Architects, Inc.
RANCHO CUCAMONGA · POWAY · DEERVILLE

SOUTHERN CALIFORNIA
9163 Rochester Ave., Suite 100
Rancho Cucamonga
California 91730-0729
tel: 909-987-0909
fax: 909-980-9980

456

ATTACHMENT "D"

DATED 8-20-12

ADD2-A04

DRAWN:	WLC
CHECKED:	WLC
DATE:	5/1/12
SCALE:	AS NOTED
JOB NO.:	1212900

NEWHART MIDDLE SCHOOL
MPR EXPANSION

WLC Architects, Inc.
RANCHO CUCAMONGA - FOLSOM - SACRAMENTO

SOUTHERN CALIFORNIA
8163 Rochester Ave.,
Suite 100
Rancho Cucamonga
California 91730-0729
tel: 909-987-0909
fax: 909-980-9980

Change Order Summary Log

Description	Change Order #11
Original Contract Sum	$ 11,975,007.00
Net Change by Previous Authorized Requests and Changes	$ 290,595.00
Contract Sum Prior to this Change Order	$ 12,265,602.00
Contract Sum Will Be Increased	$ 96,822.00
New Contract Sum Including this Change Order	$ 12,362,424.00

EXECUTED OR BOARD SUBMITTED CO'S & EXECUTED WO'S

Capistrano Valley High School Performing Arts Theater

RESPONSIBILITY CODE LOG

WO = Work Order
COP = Cost Proposal
CO = Change Order
APPWO = Fully Executed Work Order

TOTAL ORIGINAL CONTRACT VALUE:		$11,975,007.00	$387,417.00
TOTAL CURRENT CONTRACT VALUE:		$12,362,424.00	$12,362,424.00
RESPONSIBILITY CODE	**No.**	**VALUATION**	**Pending**
Differing Conditions	1	$103,755.00	$0.00
Errors and Omissions	2	$91,941.00	$0.00
Value Enhancement	3	$223,106.00	$0.00
Resolution of Claim	4	$0.00	$0.00
Required Extra Scope	5	$0.00	$0.00
Optional Extra Scope	6	$0.00	$0.00
Credit	7	($31,385.00)	$0.00
Other	8	$0.00	$0.00
Total Approved Change		$387,417.00	$0.00
Percent Change		3.24%	0.00%
		$387,417.00	

Percent
0.87%
0.77%
1.86%
0.00%
0.00%
0.00%
-0.26%
0.00%
3.24%
3.24%

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 Approved	Board Excerpt
Change Order #7	WO	26	02/22/12	Nelson Studs and Low Block Walls		$12,112.00	2		s		
	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		
	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		
	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		

EXECUTED OR BOARD SUBMITTED CO'S & EXECUTED WO'S

Capistrano Valley High School Performing Arts Theater

RESPONSIBILITY CODE LOG

WO = Work Order
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TOTAL CURRENT CONTRACT VALUE:		$12,362,424.00	$12,362,424.00	
RESPONSIBILITY CODE	**No.**	**VALUATION**	**Pending**	**Percent**
Differing Conditions	1	$103,755.00	$0.00	0.87%
Errors and Omissions	2	$91,941.00	$0.00	0.77%
Value Enhancement	3	$223,106.00	$0.00	1.86%
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	($31,385.00)	$0.00	-0.26%
Other	8	$0.00	$0.00	0.00%
Total Approved Change		$387,417.00	$0.00	3.24%
Percent Change		3.24%	0.00%	3.24%
		$387,417.00		

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 Approved	Board Excerpt
Change Order #1	WO	1	08/12/11	Additional Concrete Paving		$15,027.00	3		s		
	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		
	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		
	WO	25	01/19/12	Bulletin #1 DSA Approved Drawings		$11,505.00	1		s		

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

Purchase Order No. :
DSA Number: 04-110424

CHANGE ORDER

To: EDGE Development, Inc.
27368
Temecula, CA 92590

Change Order No. : 00011
Date: 7/26/2012

Title: Change Order #11

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
WO #45	Credit	0	($16,188.00)

Item 1) Pursuant to the Architect of Record's (A.O.R.) Request for Information (R.F.I.) Response #252 dated 7/2/2012 it was determined that the contractual documents did not contemplate roof curbs at the Solatube and Condensing Unit locations. Therefore per RFI #252 response it was necessary to add roof curbs and roofing at these locations, (Refer to Attachment "A" dated 7/9/2012).

Item 2) Upon the District's further review of the contract documents the Electrical Engineer of Record determined that aluminum primary feed conductors could be installed in lieu of the specified copper conductors from the Main Switchboard "MSDB" in the existing Main Electrical Room to the Distribution Board "DP-PAT" in the new Performing Arts Theater A109 Electrical Room, (Refer to Attachment "B" dated 7/9/2012). As such, a credit is due to the District as the price of aluminum conductors is significantly less expensive than copper conductors.

Item 3) Pursuant to the issuance of Bulletin 13R1 the hollow metal frames at the Storefront Entry were required to increase from 4" width to 8"width to accommodate the fireproofing. Also it was necessary to add ½" Dens Glass at the columns and horizontal tubing in order to achieve the required one hour rating at the Storefront Entry,(Refer to Attachment "C" dated 7/9/2012).

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: -- 1011-11 CVHS Performing Arts Theater

Contract Number: 1011-11

Purchase Order No. :

DSA Number: 04-110424

CHANGE ORDER

Item	Responsibility Code	Days	Change Amount
WO #46	Differing Conditions	32	$20,010.00

Item 1) Pursuant to the Architect of Record's (A.O.R.) Request for Information (R.F.I.) Response #260 dated 7/19/2012 it was determined that on the exterior side between gridlines RA and RB the steel will have to be relocated to provide the required spacing for the specified Window System at Stairwell #1. Therefore it was required to adjust the horizontal steel tubing bottom of steel elevation from 9'-7" to 10'-7 1/4" and the top of steel elevation from 21'-1" to 21'-3 1/4" to accommodate the specified Window System, (Refer to Attachment "A" dated 7/20/2012).

Item 2) Pursuant to the Architect of Record's (A.O.R.) Request for Information (R.F.I.) Response #222 dated 6/18/2012 it was determined that an additional gusset plate was required and the beam connections along gridline #8 to accommodate the drag beams that were offset 4" from drag bars in the wall as noted in the contract documents. Therefore per RFI #222 response it was required to add ½" gusset plates at two locations along gridline #8, (Refer to Attachment "B" dated 7/20/2012).

Item 3) Pursuant to a jobwalk with the Owner's Representative and Edge on 6/28/12 it was determined that the contractual documents did not contemplate ledger angle that would secure the grid iron to the five pilasters in the Grid Iron Area above the stage. Therefore it was necessary to provide and weld connection plates in order attach the catwalk framing at the five pilasters in the Grid Iron area, (Refer to Attachment "C" dated 7/20/2012).

Item 4) Pursuant to conflicting details indicating both ¼" diamond plate and McNichols close mesh grating on Sheet A2.3 in the A124 Black Box Room Catwalk and also on the 3rd Floor Catwalks on Sheet A2.4 above the auditorium seating and to Architect of Record's (AOR) Request for Information (R.F.I.) #163R1 dated 4/3/12 it was clarified that McNichols mesh grating, the more stringent specification, was indeed required as noted on the contractual documents. However, on 6/13/12 upon further review it was determined that the catwalk framing could only support diamond plate up to 10lbs per foot for dead load. The McNichols mesh gratings weighs 20lbs per foot and therefore could not be utilized for this project. Due to the ongoing differing coordination from 4/3/12 to 6/13/12 between District, Architect of Record, and Edge which included multiple RFI requests, RFI answers and substitution requests in regards to the catwalk floor material, it was decided that additional monies were owed to the General Contractor for the procurement of the diamond plate catwalk material, (Refer to Attachment "D" dated 7/20/2012).

As a result of the above noted steel activities, the District has elected to extend the overall project completion by 32 working days as non-compensable days in accordance with General Article 63. The completion date has been extended from Wednesday 2/13/2013 to Friday 3/29/2013 5:00pm P.D.T. This mutually agreed extension specifically, and only, applies to the final project completion date and does not impact any of the other interim milestone dates in the project, as none of these other milestone dates were, in any way, impacted by the above noted steel issues.

WO #47	Differing Conditions	0	$13,294.00

Item 1) Pursuant to the Architect of Record's (A.O.R.) Request for Information (R.F.I.) Response #253 dated 7/02/12 four mechanical units had to shift away from the Cement Masonry Unit (C.M.U.) walls to allow room the duct penetrations and runs. Therefore per RFI #252 response it was necessary to provide additional beam support for four mechanical units, (Refer to Attachment "A" dated 7/23/12).

Item 2) Pursuant to a submittal review by the Owner's Representative and the Architect of Record on 6/27/12 it was discovered that the window manufacturer could not make the frame for Window "H" in 6 panels due to the width of the rollers which cannot be placed in panels less than 24" wide. Therefore it was necessary to increase the size of window H by 11" in order to meet the minimum width of 24" for the six panels, (Refer to Attachment "B" dated 7/23/12).

Item 3) Pursuant to the Architect of Record's (A.O.R.) Request for Information (R.F.I.) Response #243 dated 6/28/12 support for the floor plate at the catwalk, along Gridlines C and 2.2, were added since the contractual documents did not contemplate support beams in that location. Therefore per RFI #243 response it was necessary to provide additional beam support for the floor plate at the catwalk at Gridlines C and 2.2, (Refer to Attachment "C" dated 7/23/12).

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: -- 1011-11 CVHS Performing Arts Theater

Contract Number: 1011-11

Purchase Order No. :

DSA Number: 04-110424

CHANGE ORDER

Item	Responsibility Code	Days	Change Amount
WO #48	Value Enhancement	0	$24,532.00

Pursuant to a conversation with the manufacturer discovered that the specified Wood Veneer Panel System was not able to be manufactured with a curved radius as required in the A130 Lobby Areas. As such it was necessary to change to a Marlite MAP30 panel system which can achieve the desired radius in the A130 Lobby area. There was a cost variance to change from the Wood Veneer Panel to the Marlite System. As such, the District determined the cost and mutually negotiated with the Contractor the full and final total in the amount noted below

WO #49	Value Enhancement	0	$12,289.00

Upon further review of the contractual documents, the District and Edge have mutually agreed that there would be additional costs for the following items:

Item 1) In order to ensure roof drain flow the District has elected to install two additional roof drains over flow systems including 10 lineal feet of piping with appropriate coring and bracing support structures, (Refer to Attachment "A" dated 8/6/12).

Item 2) Upon further review of the contractual documents it was determined that a detail for the roof hatches had been omitted in the project documents, as such, Edge shall furnish and install new angle framing to all roof hatches, (Refer to Attachment "B" dated 8/6/12).

Item 3) Pursuant to the District's request, Edge is to provide and install two additional C-Channels on the South side of the roof, (Refer to Attachment "C" dated 8/6/12).

Item 4) Due to the additional welding required, an additional Rig Welder and all associated materials, including wires, rods, and fuel, are to be provided by Edge.

Item 5) Pursuant to the requirement of new materials, Edge must provide for an additional truck delivery. As such, the District determined the additional cost and negotiated the full and final cost with the contractor in the amount noted below.

Item 6) Pursuant to the Architect of Record's (A.O.R.) Request for Information (R.F.I.) Response #255 dated 7/13/12 it was determined to use low point to high point of C.M.U. to configure the sloped roof along gridlines G & H on the west side. Therefore additional plastering was needed to cover the additional C.M.U. Block, (Refer to Attachment "D" dated 8/6/12).

WO #50	Value Enhancement	0	$19,958.00

Item 1) Pursuant to the Architect of Record's (A.O.R.) Request for Information (R.F.I.) Response #285 Sketch "A" dated 8/6/12 it was determined that the ceiling under the mezzanine theater seating would need to be sloped in order to provide the desired ceiling height of 7'4". Therefore additional framing was needed to elevate the ceiling height to 7'4", (Refer to Attachment "A" dated 8/7/2012).

Item 2) Pursuant to the Architect of Record's (A.O.R.) Request for Information (R.F.I.) Response #294 dated 8/7/12 it was determined that the contractual drawings did not contemplate the curved HSS 12 x14 beam which was installed per plan did not allow the 8" studs to pass by as noted in detail 9 on Sheet 7.2. As such, it was necessary to notch and lap the studs in order to accommodate the beam, (Refer to Attachment "B" dated 8/7/2012).

Item 3) Pursuant to a jobwalk with the Owner's Representative and Edge on 8/2/2012 it was determined that the contractual drawings did not contemplate crickets at the three Smoke Vent locations. Therefore it was necessary to extend the metal stud curb walls to accomodate the added crickets at the Smoke Vent locations, (Refer to Attachment "C" dated 8/7/2012).

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11
Purchase Order No. :
DSA Number: 04-110424

CHANGE ORDER

Item	Responsibility Code	Days	Change Amount
WO #51	Value Enhancement	0	$22,927.00

Item 1) Pursuant to a jobwalk with the Owner's Representative and Edge on 8/2/2012 it was determined that the contractual drawings did not contemplate gypsum wallboard finish at the masonry side walls in the 1st Floor Lobby and the walls in the 2nd Floor Lobby. Therefore it was necessary to add furring and gypsum wallboard in the above mentioned rooms, (Refer to Attachment "A" dated 8/7/12).

Item 2) Pursuant to the Architect of Record's (A.O.R.) Request for Information (R.F.I.) Response #293 dated 8/7/12 it was determined that the contractual structural drawings did not contemplate metal stud framing attachment to fireproof structural members at storefront entry. As such, it was necessary to add clips to allow for metal stud framing attachment at structural fireproof members, (Refer to Attachment "B" dated 8/7/12).

Item 3) Pursuant to the Architect of Record's (A.O.R.) Request for Information (R.F.I.) Response #280 dated 7/26/12 it was determined that the roofing membrane would terminate at 2' up from the roof and plaster would continue to the top of the parapet walls in lieu of roofing materials. As such, additional plaster was needed at the parapet wall from Gridlines 8 &9 to Gridlines A & D, (Refer to Attachment "C" dated 8/7/12).

Contractor agrees to furnish all labor and materials andperform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the changes under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

The Original Contract Sum was	**$11,975,007.00**
Net Change by Previously Authorized Requests and Changes	**$290,595.00**
The Contract Sum Prior to This Change Order was	**$12,265,602.00**
The Contract Sum Will be Increased	**$96,822.00**
The New Contract Sum Including This Change Order	**$12,362,424.00**
The Contract Time Will be Increased	**44 days**
The Date of Substantial Completion as of this Change Order Therefore is	**3/29/2013**

	Signature	Date
CUSD - Joe Farley		
Owner's Representative		8/15/12
Contractor		8/14/12
Architect of Record		8/15/12
Inspector of Record		8/15/12

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: EDGE Development, Inc.
27368
Via Industria
Temecula, CA 92590

Work Order No. : 00045
Date: 7/9/2012

Title: Aluminum Conductors and Roof Curbs

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 (A.O.R.) Request for Information (R.F.I.) Response #252 dated 7/2/2012 it was determined that the contractual documents did not contemplate roof curbs at the Solatube and Condensing Unit locations Therefore per RFI #252 response it was necessary to add roof curbs and roofing at these locations, (Refer to Attachment "A" dated 7/9/2012).

Item 2)
Upon the District's further review of the contract documents the Electrical Engineer of Record determined that aluminum primary feed conductors could be installed in lieu of the specified copper conductors from the Main Switchboard "MSDB" in the existing Main Electrical Room to the Distribution Board "DP-PAT" in the new Performing Arts Theater A109 Electrical Room, (Refer to Attachment "B" dated 7/9/2012). As such, a credit is due to the District as the price of aluminum conductors is significantly less expensive than copper conductors.

Item 3)
Pursuant to the issuance of Bulletin 13R1 the hollow metal frames at the Storefront Entry were required to increase from 4" width to 8"width to accommodate the fireproofing. Also it was necessary to add ½" Dens Glass at the columns and horizontal tubing in order to achieve the required one hour rating at the Storefront Entry (Refer to Attachment "C" dated 7/9/2012).

As such, the District determined the additional costs and credit and mutually negotiated with the Contract the full and final total in the amount noted below

Item	Description	Amount
00001	**Proposal Details:**	($16,188 00)

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents the amount of the charges (if applicable) under the Work Order is limited to $25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: EDGE Development, Inc
27368
Via Industria
Temecula, CA 92590

Work Order No. : 00045
Date: 7/9/2012

Title: Aluminum Conductors and Roof Curbs

COST:

☒ Lump Sum **($16,188.00)** ☐ 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		7/11/12
Owner's Representative		7/11/12
Contractor		7-11-12
Architect of Record		07.11.12
Inspector of Record		7/11/12

Page 2 of 2

Capistrano Valley Performing Arts Theater BID # 1011-11

W.O. # 045

Aluminum Conductors and Roof Curbs

DATA DATE: 7/9/2012

Refer to Attachment A, B, and C Dated 7/9/12

Add

ITEM NO. CUSD	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1	Provide Labor and Material to install 18" x 36" curbs around the Solatube on the roof at approximately 66 locations. 66 curbs x $265/curb = $17,490 (includes labor and material)				$ 17,490.00
2	Provide Labor and Material to install 8/l.f. of cant strip and 8/s.f of rolled roofing around the Solatube and Condensing unit curbs on the roof at approximately 72 locations. 72 curbs x $195/curb = $14,040 (includes labor and material)				$ 14,040.00
3	Provide Labor and Material to install sheet metal caps for the 6 condensing units on the roof. 2'x4'/16gauge sheet metal cap = $150/Material + $300/Labor = $450/cap 6/sheet metal caps x $450/per cap = $2700				$ 2,700.00
4	Provide Labor and Material to install curbs for the 6 condensing units on the roof. $300/Material + $300/ Labor & Shop +$300/ Install = $900/per curb. 6/curbs x $900 per curb = $5400 2/scissor lifts x 1/days x $200/per day = $400 1/welding trucks x 1/days x $200/per day = $200				$ 6,000.00
5	Provide Labor and Material to install 1/2" densglass around 8 columns and horizontal tube steel and provide hollow metal frames extended from 4" to 8' as noted in Bulletin 13R-1. Frames: 527l.f x $7/l.f = $3689 (Inludes material and delivery) Columns: 8/columns x $360/ea = $2880 (includes labor and material) Tube steel: 90l.f x $20/l.f. = $1800 (includes labor and material)				$ 8,369.00

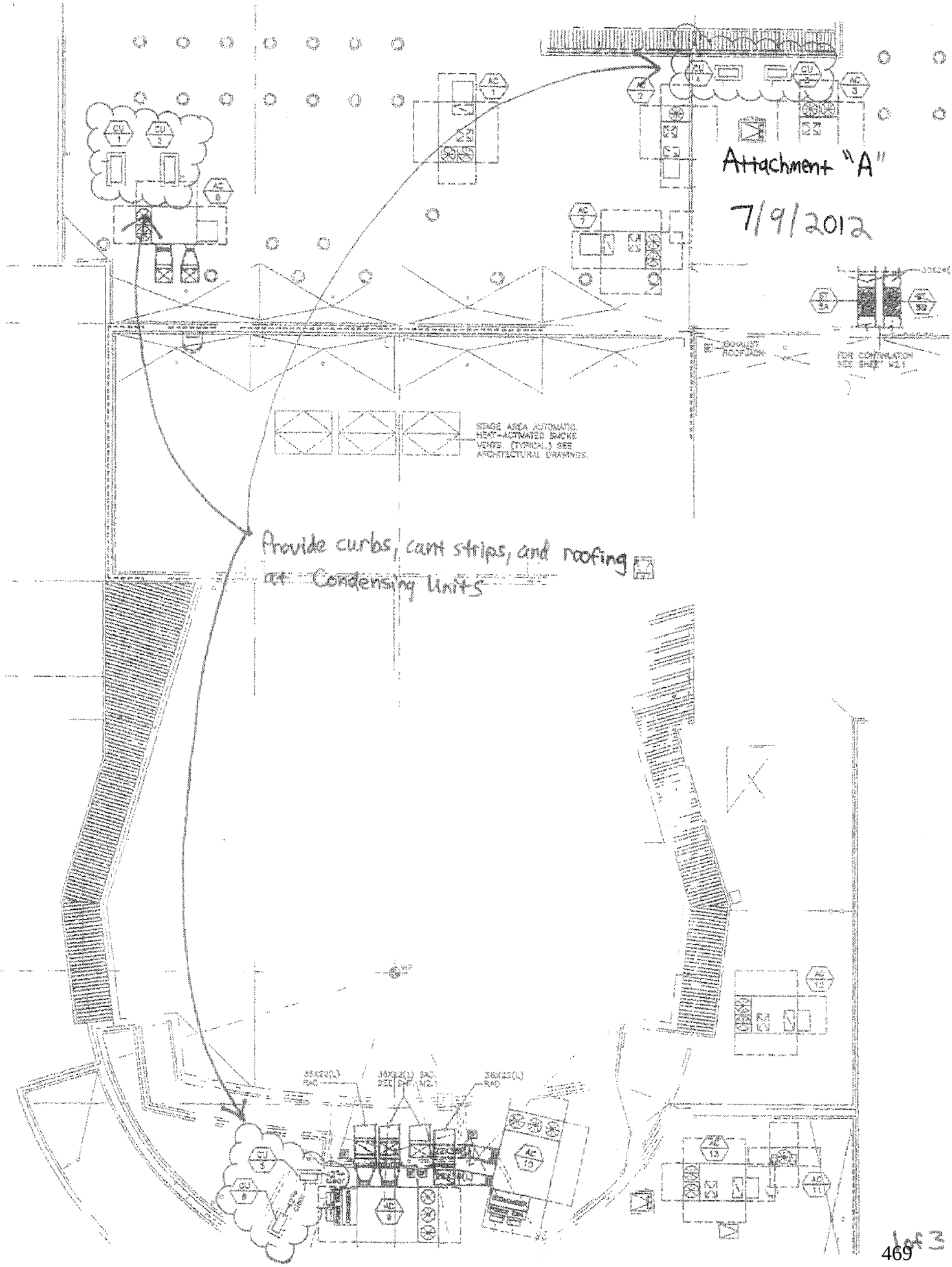
Subtotal Add		$ 48,599.00
10% Fee		$ 4,859.90
Subtotal		$ 53,458.90
5% GC/Ins. Fee		$ 2,672.95
Net Add		$ 56,131.85

Credit

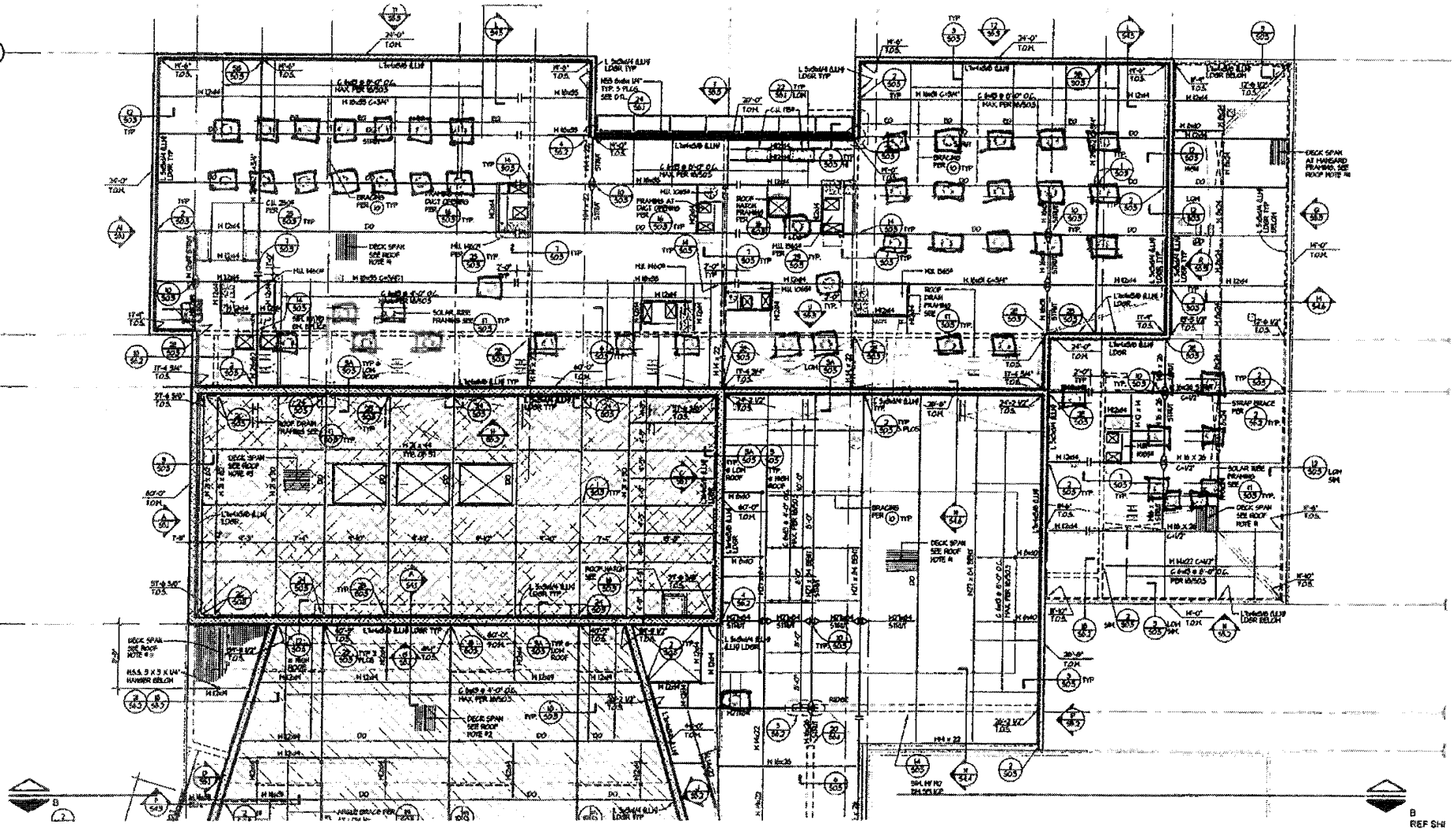
ITEM NO. CUSD	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1	Credit to provide and install aluminum conductors in lieu of copper conductors from the Main Switchboard "MSDB" in the existing Main Electrical Room to the Distribution Board "DP-PAT" in the new Performing Arts theater Electrical Room A109. Base Contract Price for Copper Conductors $164,985 Pricing for Aluminum Conductors $ 92,735				$ 72,250.00

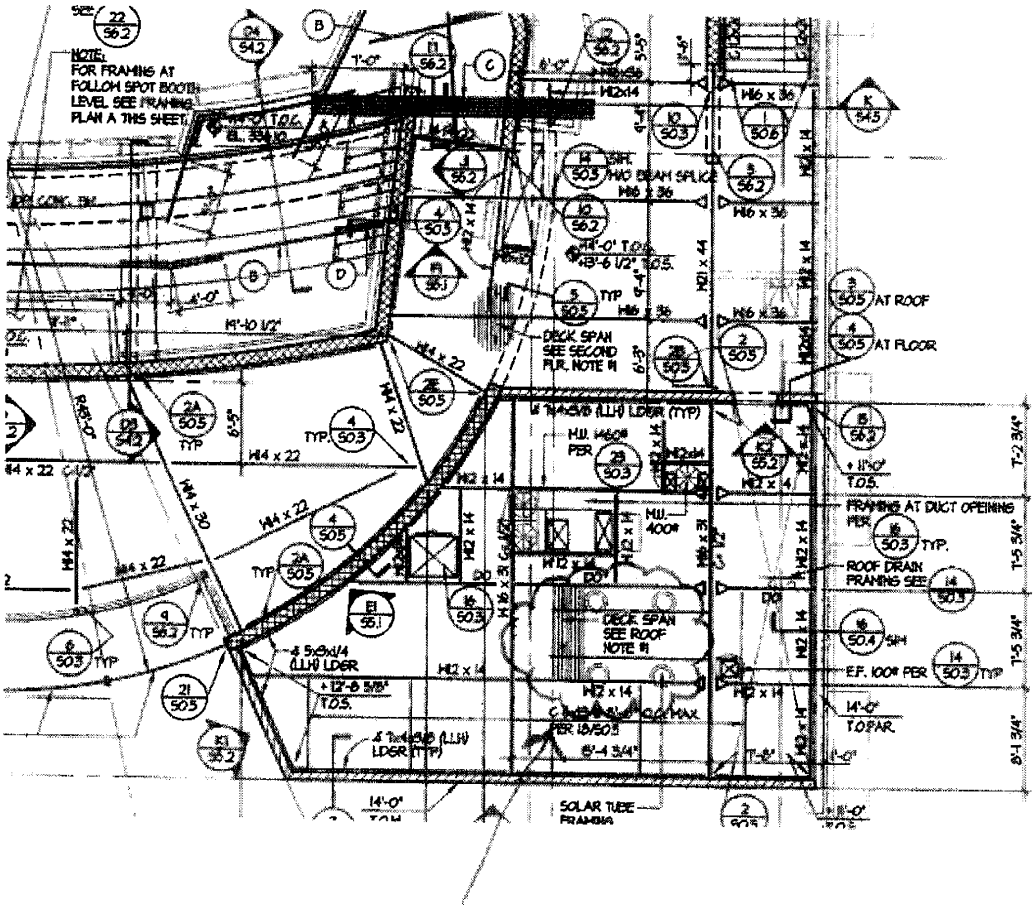
Subtotal Credit		$ (72,250.00)
Net Add		$ 56,131.85
Net Credit		$ (72,250.00)
FULL AND FINAL TOTAL*		$ (16,118)

*Rounded to nearest dollar


Attachment "A"
7/9/2012
STAGE AREA AUTOMATIC HEAT-ACTIVATED SMOKE VENTS. (TYPICAL.) SEE ARCHITECTURAL DRAWINGS.
Provide curbs, cant strips, and roofing at Condensing Units

Provide curbs, cant strips, and roofing at solatube locations on roof. ☐ typ.





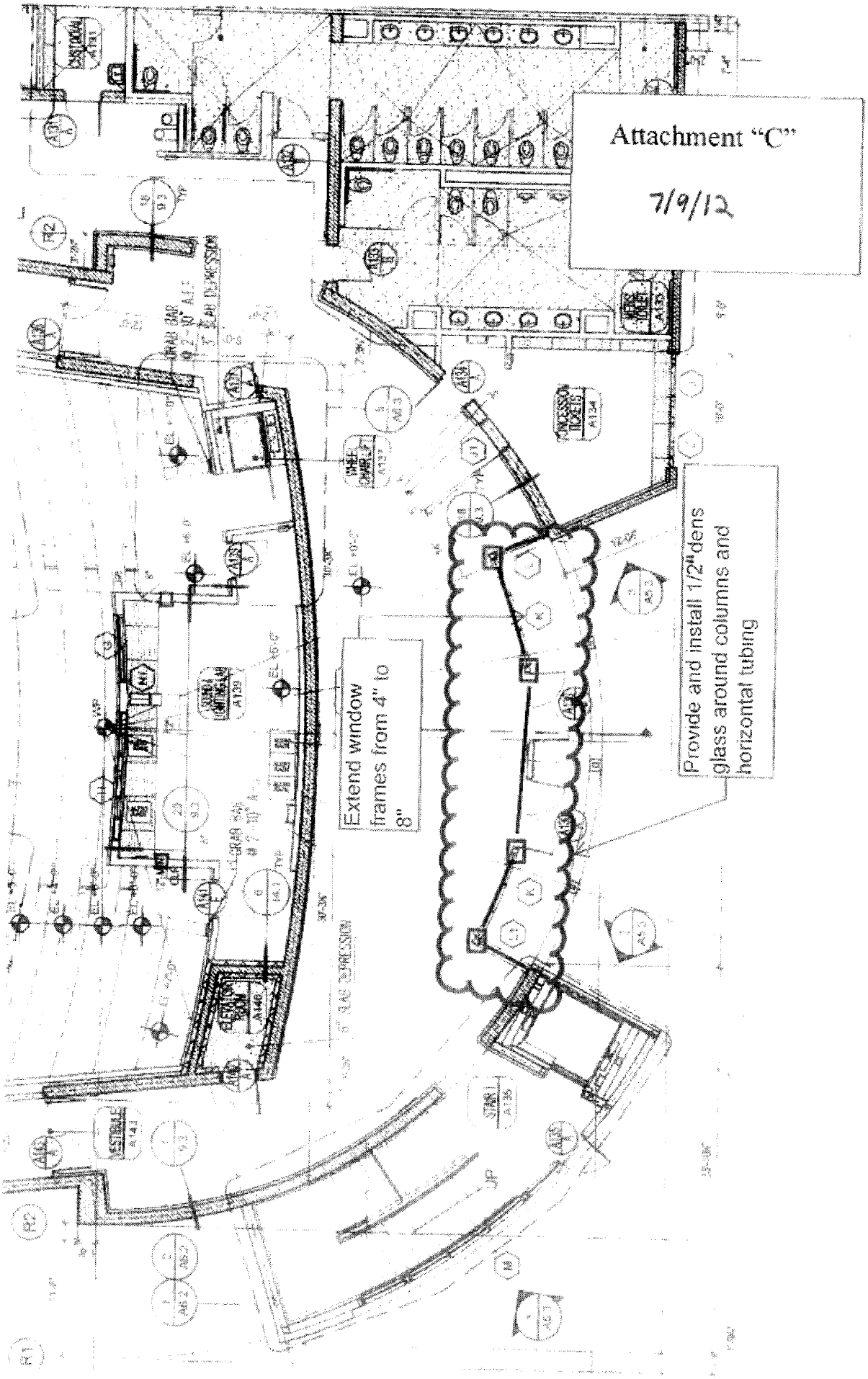
Provide curbs, cant strips, and roofing at Solatube location on roof.

Attachment "B"

7/9/2012

Install aluminum conductors in lieu of contractual copper conductors

472


Attachment "C"
7/9/12
Extend window frames from 4" to 8"
Provide and install 1/2"dens glass around columns and horizontal tubing

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11 **DSA Number:** 04-110424

WORK ORDER

To: EDGE Development, Inc.
27368
Via Industria
Temecula, CA 92590

Work Order No. : 00046
Date: 7/20/2012

Title: Steel Connections and Relocation

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 (A.O.R.) Request for Information (R.F.I.) Response #260 dated 7/19/2012 it was determined that on the exterior side between gridlines RA and RB the steel will have to be relocated to provide the required spacing for the specified Window System at Stairwell #1. Therefore it was required to adjust the horizontal steel tubing bottom of steel elevation from 9'-7" to 10'-7 1/4" and the top of steel elevation from 21'-1" to 21'-3 1/4" to accommodate the specified Window System, (Refer to Attachment "A" dated 7/20/2012).

Item 2)
Pursuant to the Architect of Record's (A.O.R.) Request for Information (R.F.I.) Response #222 dated 6/18/2012 it was determined that an additional gusset plate was required and the beam connections along gridline #8 to accommodate the drag beams that were offset 4" from drag bars in the wall as noted in the contract documents. Therefore per RFI #222 response it was required to add ½" gusset plates at two locations along gridline #8, (Refer to Attachment "B" dated 7/20/2012).

Item 3)
Pursuant to a jobwalk with the Owner's Representative and Edge on 6/28/12 it was determined that the contractual documents did not contemplate ledger angle that would secure the grid iron to the five pilasters in the Grid Iron Area above the stage. Therefore it was necessary to provide and weld connection plates in order attach the catwalk framing at the five pilasters in the Grid Iron area, (Refer to Attachment "C" dated 7/20/2012).

Item 4)
Pursuant to conflicting details indicating both ¼" diamond plate and McNichols close mesh grating on Sheet A2.3 in the A124 Black Box Room Catwalk and also on the 3rd Floor Catwalks on Sheet A2.4 above the auditorium seating and to Architect of Record's (AOR) Request for Information (R.F.I.) #163R1 dated 4/3/12 it was clarified that McNichols mesh grating, the more stringent specification, was indeed required as noted on the contractual documents. However, on 6/13/12 upon further review it was determined that the catwalk framing could only support diamond plate up to 10lbs per foot for dead load. The McNichols mesh gratings weighs 20lbs per foot and therefore could not be utilized for this project. Due to the ongoing differing coordination from 4/3/12 to 6/13/12 between District, Architect of Record, and Edge which included multiple RFI requests, RFI answers and substitution requests in regards to the catwalk floor material, it was decided that additional monies were owed to the General Contractor for the procurement of the diamond plate catwalk material, (Refer to Attachment "D" dated 7/20/2012).

As a result of the above noted steel activities, the District has elected to extend the overall project completion by 32 working days as non-compensable days in accordance with General Article 63. The completion date has been extended from Wednesday 2/13/2013 to Friday 3/29/2013 5:00pm P.D.T. This mutually agreed extension specifically, and only, applies to the final project completion date and does not impact any of the other interim milestone dates in the project, as none of these other milestone dates were, in any way, impacted by the above noted steel issues.

Item	Description	Amount
00001		$20,010.00

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: – 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11
DSA Number: 04-110424

WORK ORDER

To: EDGE Development, Inc.
27368
Via Industria
Temecula, CA 92590
Title: Steel Connections and Relocation

Work Order No. : 00046
Date: 7/20/2012

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. the amount of the charges (if applicable) under the Work Order is limited to $25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- [x] Lump Sum **$20,010.00** [ ] 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 [x] Impact to Contract completion is estimated at 32 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		7/20/12
Owner's Representative		7/25/12
Contractor		7-25-12
Architect of Record		7.25.2012
Inspector of Record		7/25/12

Capistrano Valley Performing Arts Theater BID # 1011-11

W.O. #046
REVIEW

DATA DATE: 7/20/12

Steel Connections and Relocation

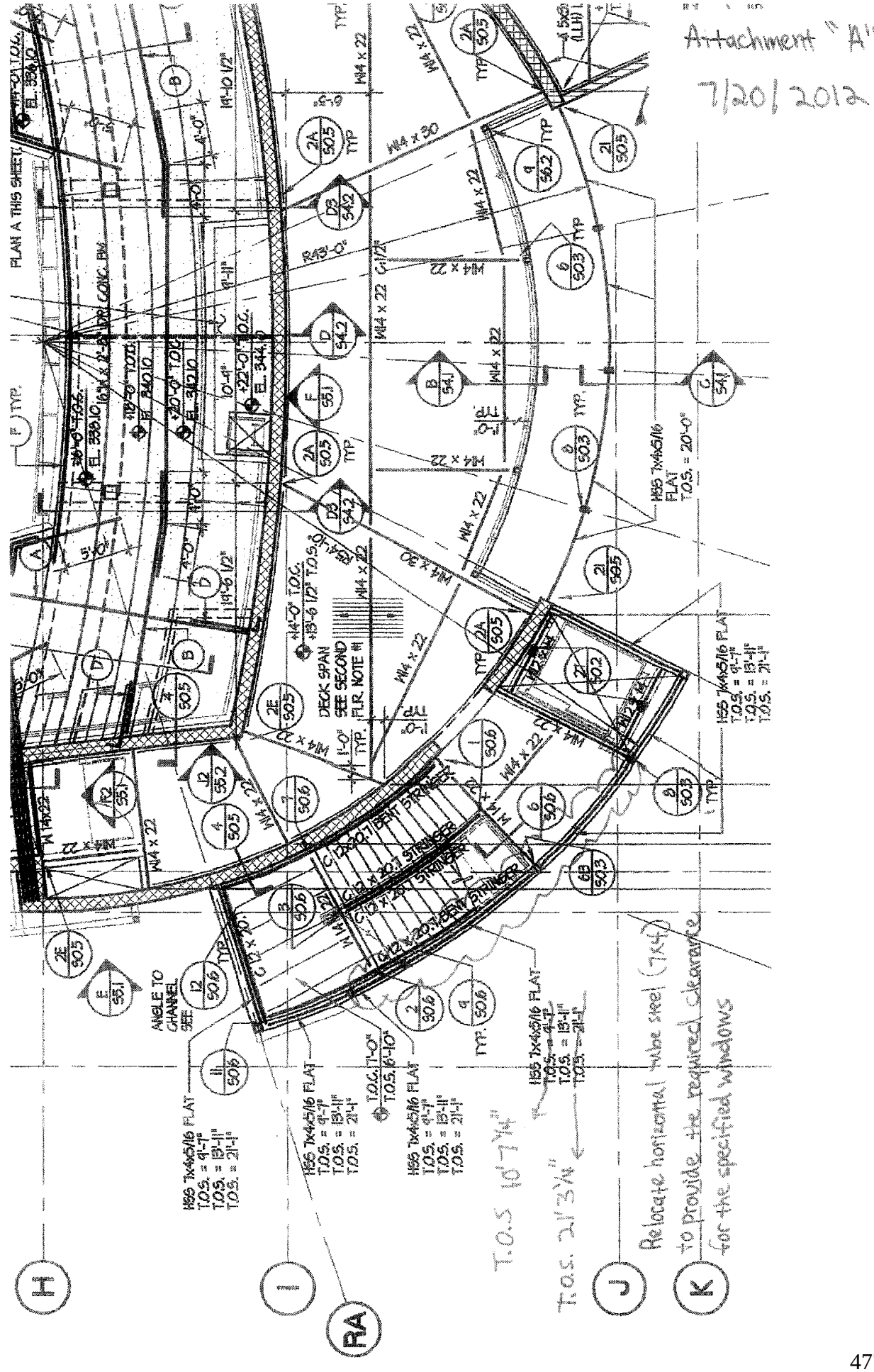
Refer to Attachment "A", "B", "C", and "D" Dated 7/20/12

Add

ITEM NO.					
CUSD	DESCRIPTION	Equipment	MATERIAL	LABOR	SUB TOTAL
1	Provide Labor and material to relocate 8 horizontal tubing in order to provide required spacing for the specified Window System at Stairwell #1 8 beams x $560/beam = $4,480 (includes labor and material)				$ 4,480.00
2	Provide Labor and material to install 1/2" gusset plates on the offset drag beam along gridline number #8. 2 gusset plate x $450/ per gusset = $900 (includes labor and material)				$ 900.00
3	Provide Labor and Material to install connection plates the the C3x6 located at the five pilasters in the Grid Iron Area above the stage. 5 connection plates x $360/per plate = $1800 (includes labor and material)				$ 1,800.00
4	Cost due to delayed notice to provide 1/4" diamond plate catwalk floor material in lieu of the McNichols mesh grating. Negotiated Lump Sum Price = $10,145				$ 10,145.00

Subtotal Add	$	17,325.00
Subtotal Add	$	17,325.00
10% Sub Fee	$	1,732.50
Subtotal	$	19,057.50
5% G.C./ins. Fee	$	952.88
FULL AND FINAL TOTAL*	$	20,010

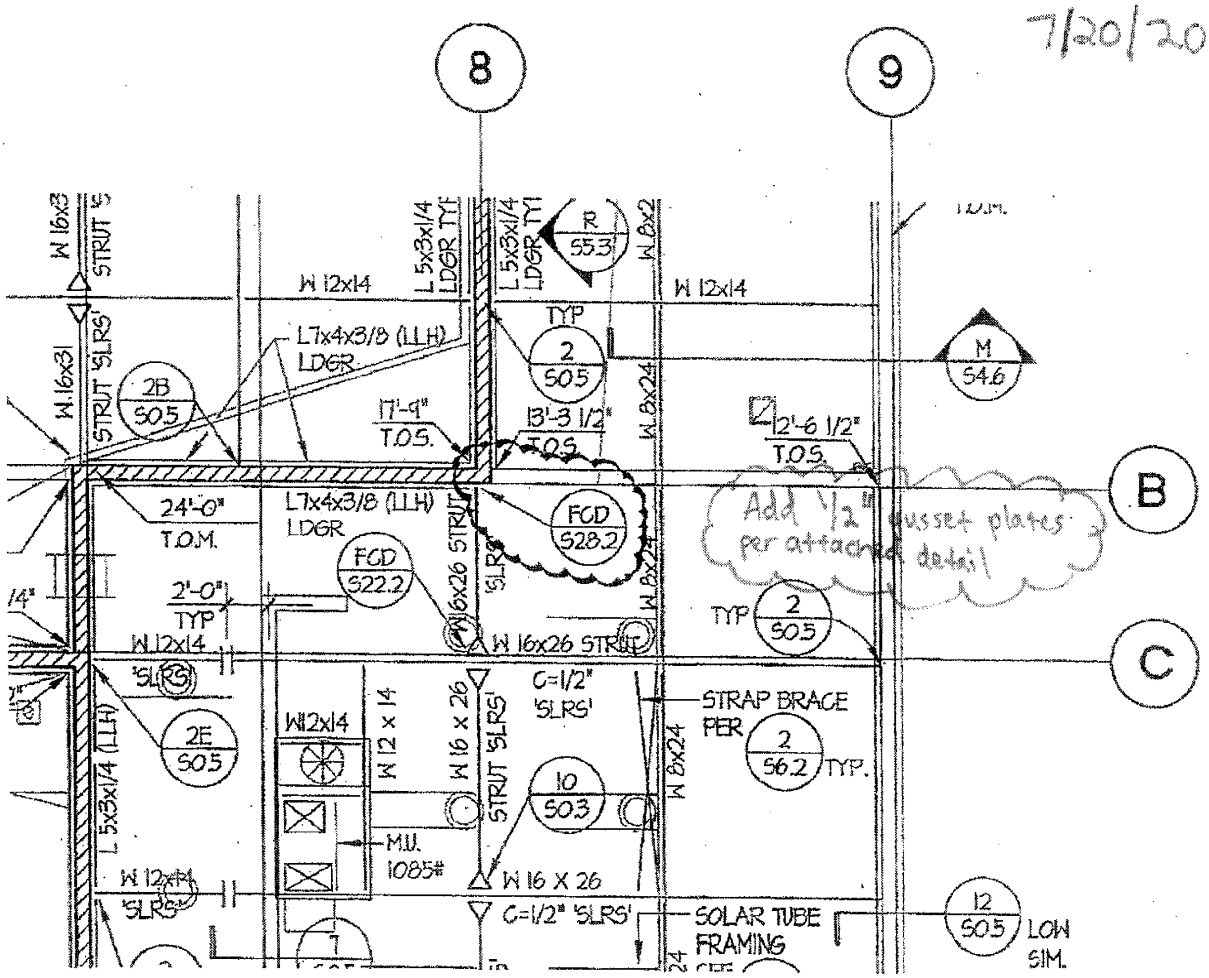
*Rounded to nearest dollar


Attachment "A"
7/20/2012
PLAN A THIS SHEET
DECK SPAN SEE SECOND FLR. NOTE #1
ANGLE TO CHANNEL SEE
HSS 7x4x5/16 FLAT T.O.S. = 9'-7" T.O.S. = 13'-11" T.O.S. = 21'-1"
T.O.S. 10'7¼"
T.O.S. 21'3¼"
Relocate horizontal tube steel (7x4) to provide the required clearance for the specified windows
H
I
RA
J
K

REASON: DRAG BEAM OFFSET 4" FROM DRAG BARS IN WALL. GUSSET PLATES ADDED AT CONNECTION

Attachment "B"

7/20/2012



REGISTERED PROFESSIONAL ENGINEER
Rick M. Byrd
No. S3350
Exp. 3/31/14
STRUCTURAL
STATE OF CALIFORNIA

R.M. BYRD AND ASSOCIATES INC.
Consulting Structural Engineers
1047 WEST SIXTH STREET, SUITE A
ONTARIO, CA. 91762
PH (909) 983-5599
FAX (909) 983-4456

JOB NO. 10-310

TITLE: PARTIAL ROOF FRAMING PLAN

WLC Architects, Inc.
RANCHO CUCAMONGA · PERSONS · EVERETTVILLE

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
APPL. NO. 04-110424

DRAWN	FA
CHECKED	FR
DATE	06/18/2012
SCALE	1/8"=1'-0"
JOB NO.	08140.53

FCD #28
FCD-S28.1
REF. S3.1

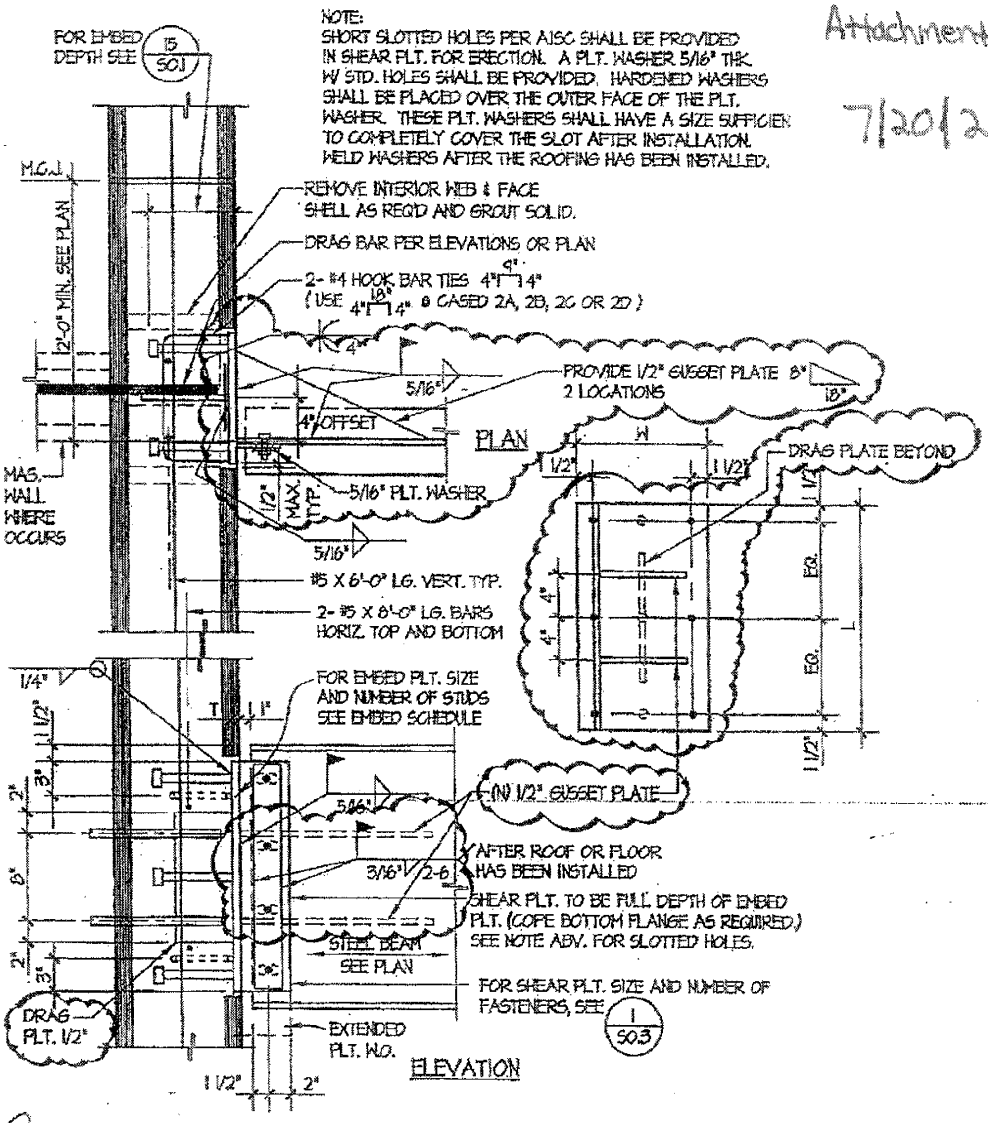
1 of 2

478

REASON: DRAG BEAM OFFSET 4" FROM DRAG BARS IN WALL. GUSSET PLATES ADDED AT CONNECTION.

Attachment "B"

7/20/2012



NOTE: FOR REMAINDER INFO, SEE 2E/S0.5

REGISTERED PROFESSIONAL ENGINEER
Rick M. Byrd
No. S3350
Exp. 3/31/14
STRUCTURAL
STATE OF CALIFORNIA

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Rancho Cucamonga
California 91730-0729
tel: 909-987-0909
fax: 909-980-9980

CAPISTRANO VALLEY PERFORMING ARTS THEATER
MISSION VIEJO, CA
APPL. NO. 04-110424

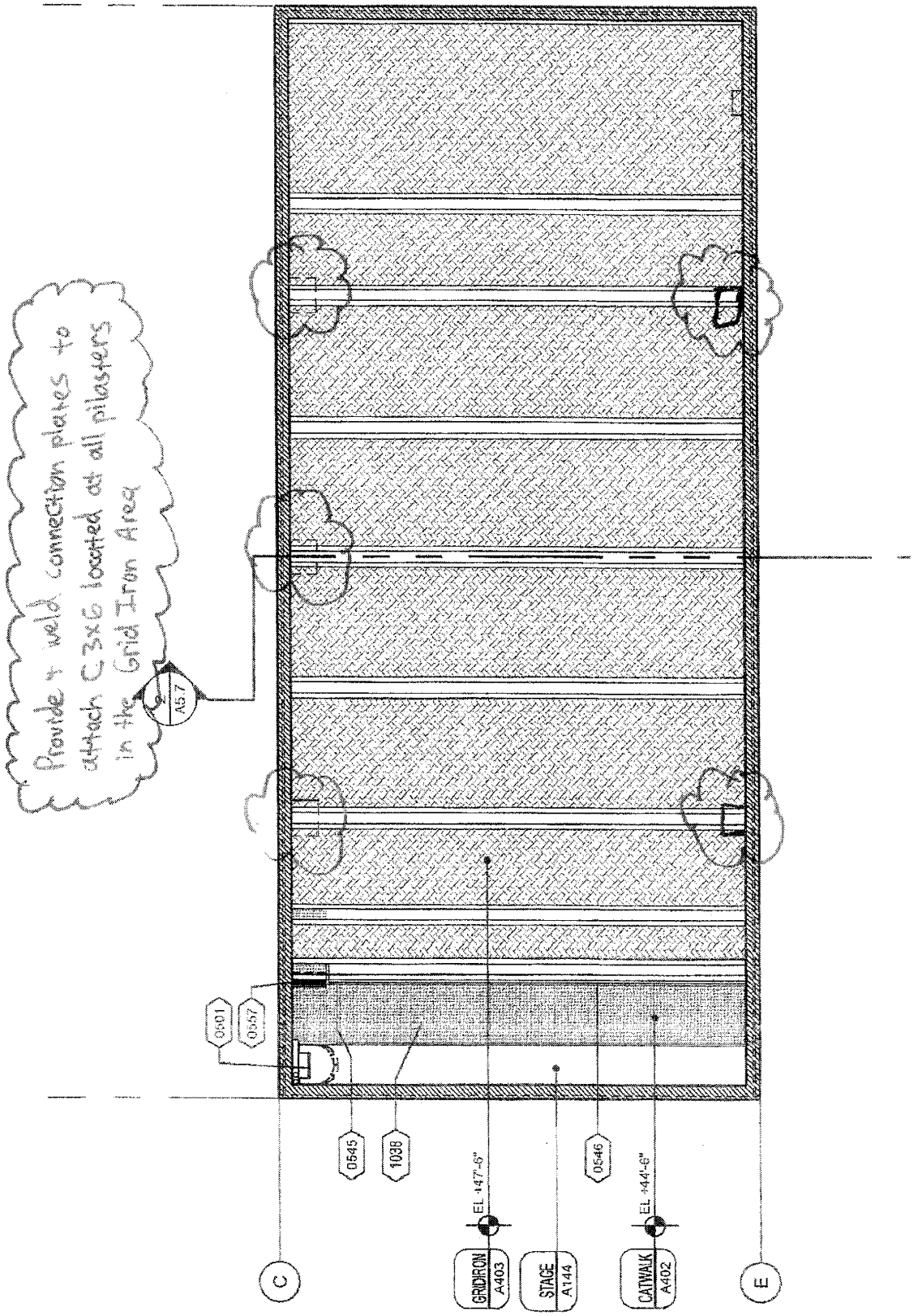
DRAWN	FA
CHECKED	FR
DATE	06/18/12
SCALE	NTS
JOB NO.	08140.53

FCD # 28
FCD-S28.2
REF. 2E/S0.5

2 of 2

Attachment "C"

7/20/2012



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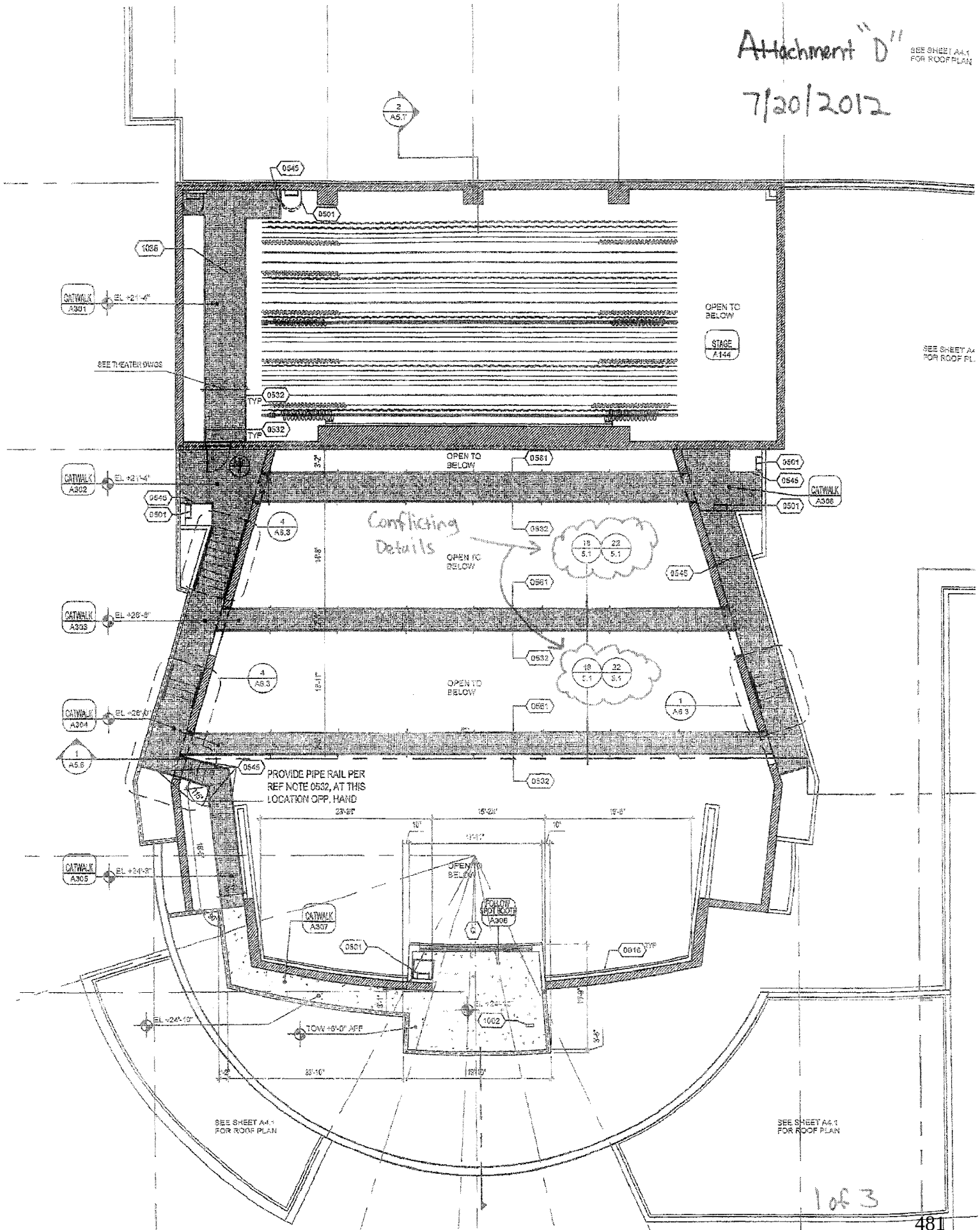
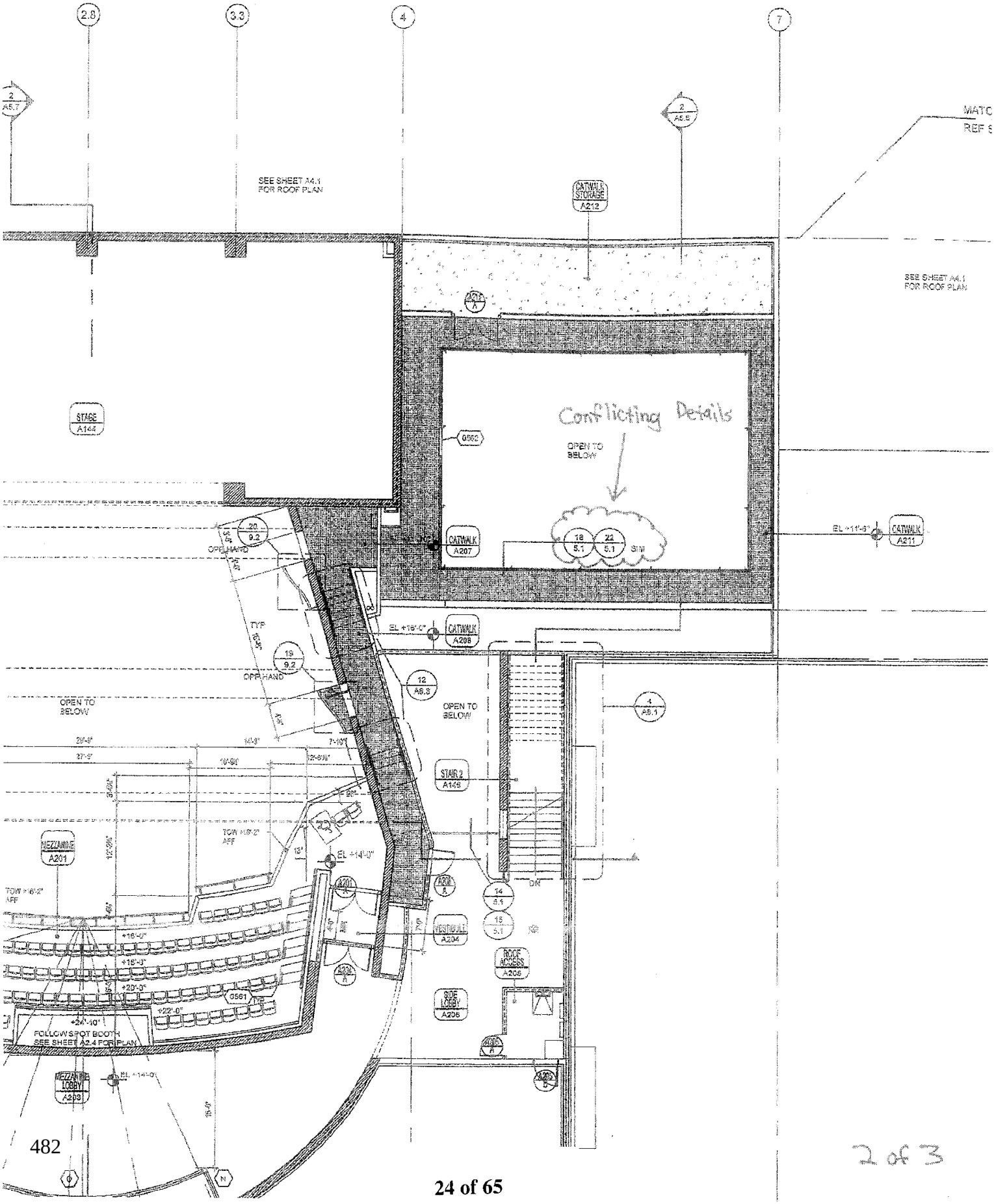
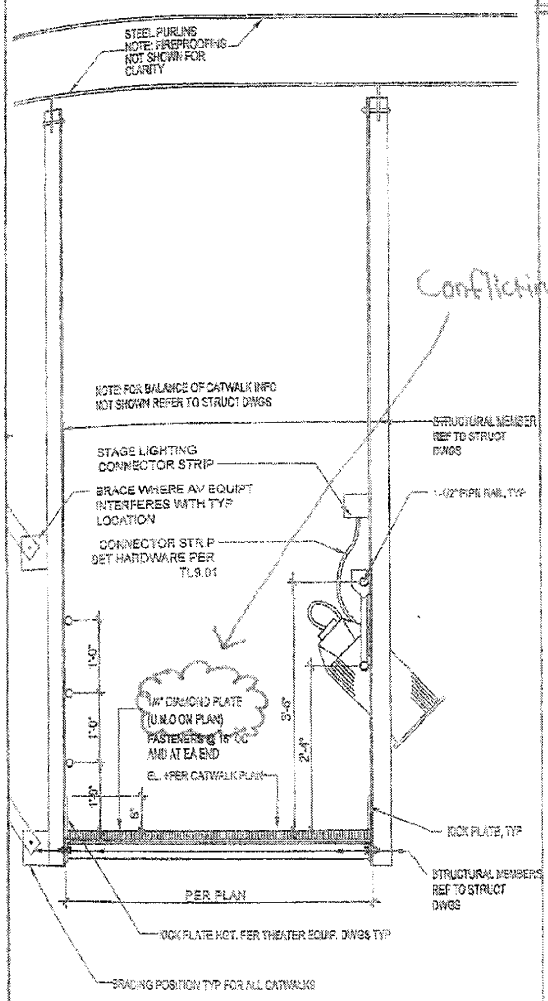
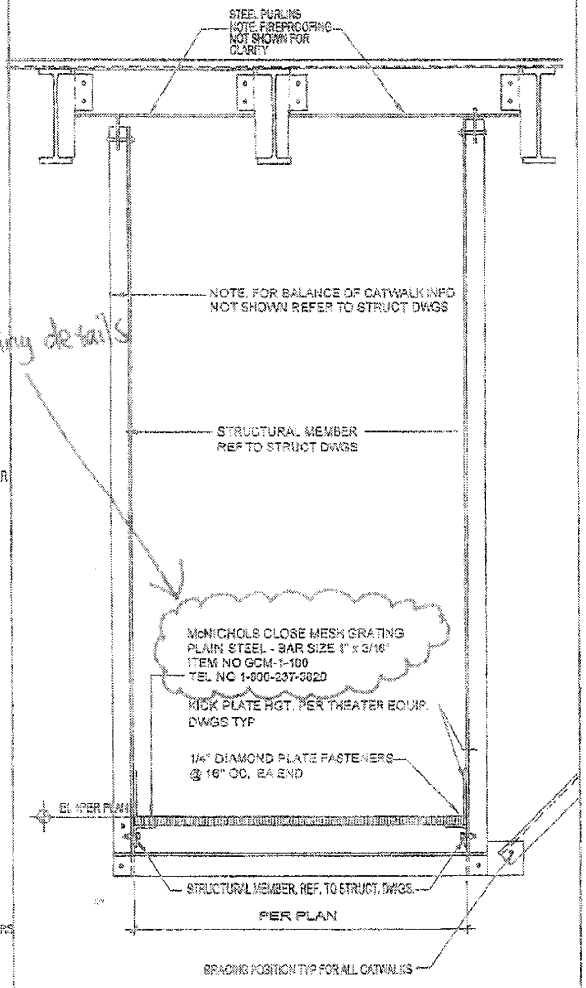

Attachment "D"
7/20/2012
SEE SHEET A4.1 FOR ROOF PLAN
OPEN TO BELOW
STAGE A144
SEE THEATER DWGS
CATWALK A301
CATWALK A302
CATWALK A303
CATWALK A304
CATWALK A305
CATWALK A306
CATWALK A307
FOLLOW SPOT BOOTH A308
Conflicting Details
PROVIDE PIPE RAIL PER REF NOTE 0532, AT THIS LOCATION OPP. HAND
TOW +8'-0" AFF
SEE SHEET A4.1 FOR ROOF PLAN
1 of 3


2.8
3.3
4
7
SEE SHEET A4.1 FOR ROOF PLAN
CATWALK STORAGE A212
SEE SHEET A4.1 FOR ROOF PLAN
STAGE A144
Conflicting Details
OPEN TO BELOW
CATWALK A207
CATWALK A211
CATWALK A208
OPEN TO BELOW
OPEN TO BELOW
STAIR 2 A145
MEZZANINE A201
VESTIBULE A204
ROOF ACCESS A205
SIDE LOBBY A206
FOLLOW SPOT BOOTH SEE SHEET A2.4 FOR PLAN
MEZZANINE LOBBY A203

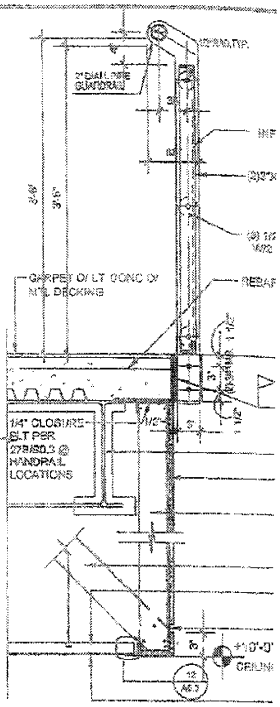


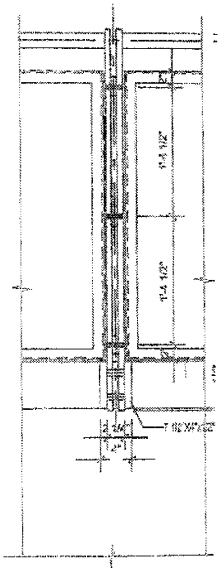
Conflicting details

CATWALK DETAIL | 3/4"=1'-0" | 22

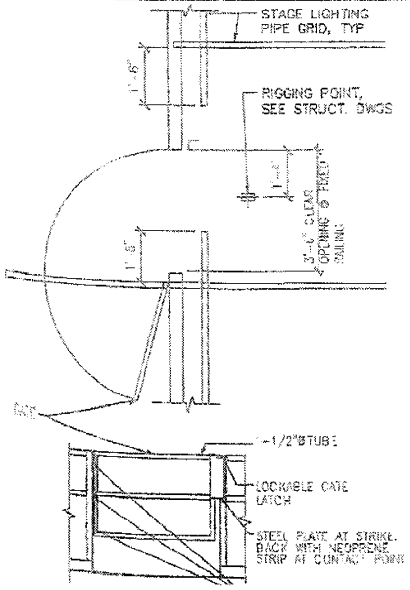


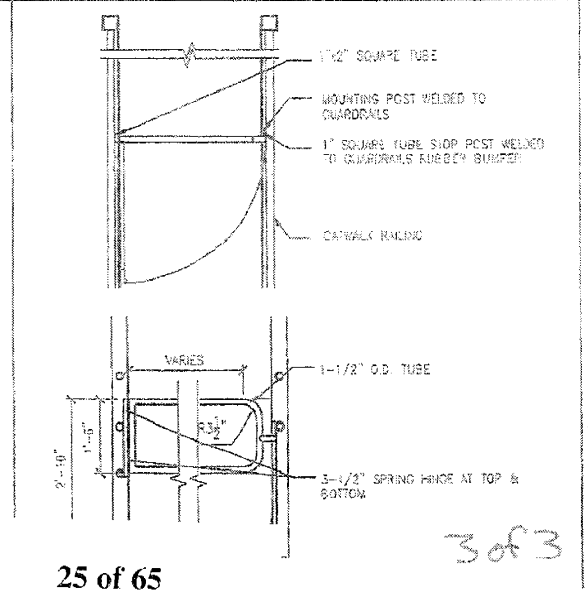
CATWALK DETAIL | 3/4" = 1'-0" | 18



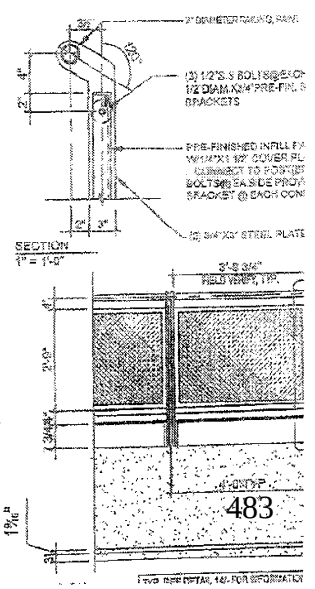


BALCONY RAILING





3 of 3



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: EDGE Development, Inc.
27368
Via Industria
Temecula, CA 92590

Work Order No. : 00047
Date: 7/23/2012

Title: Sliding Glass Window & RFI 243 & 253

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 (A.O.R.) Request for Information (R.F.I.) Response #253 dated 7/02/12 four mechanical units had to shift away from the Cement Masonry Unit (C.M.U.) walls to allow room the duct penetrations and runs. Therefore per RFI #252 response it was necessary to provide additional beam support for four mechanical units, (Refer to Attachment "A" dated 7/23/12).

Item 2)
Pursuant to a submittal review by the Owner's Representative and the Architect of Record on 6/27/12 it was discovered that the window manufacturer could not make the frame for Window "H" in 6 panels due to the width of the rollers which cannot be placed in panels less than 24" wide. Therefore it was necessary to increase the size of window H by 11" in order to meet the minimum width of 24" for the six panels, (Refer to Attachment "B" dated 7/23/12).

Item 3)
Pursuant to the Architect of Record's (A.O.R.) Request for Information (R.F.I.) Response #243 dated 6/28/12 support for the floor plate at the catwalk, along Gridlines C and 2.2, were added since the contractual documents did not contemplate support beams in that location. Therefore per RFI #243 response it was necessary to provide additional beam support for the floor plate at the catwalk at Gridlines C and 2.2, (Refer to Attachment "C" dated 7/23/12).

Item	Description	Amount
00001		$13,294.00

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. the amount of the charges (if applicable) under the Work Order is limited to $25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11
DSA Number: 04-110424

WORK ORDER

To: EDGE Development, Inc.
27368
Via Industria
Temecula, CA 92590

Work Order No. : 00047
Date: 7/23/2012

Title: Sliding Glass Window & RFI 243 & 253

COST:

☒ Lump Sum **$13,294.00** ☐ 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		7/26/12
Owner's Representative		7/25/12
Contractor		7-25-12
Architect of Record		7.25.2012
Inspector of Record		7/25/2012

Page 2 of 2

Capistrano Valley Performing Arts Theater BID # 1011-11

W.O. #047

REVIEW

DATA DATE: 7/23/12

Sliding Glass Window, RFI #243, & #253

Add

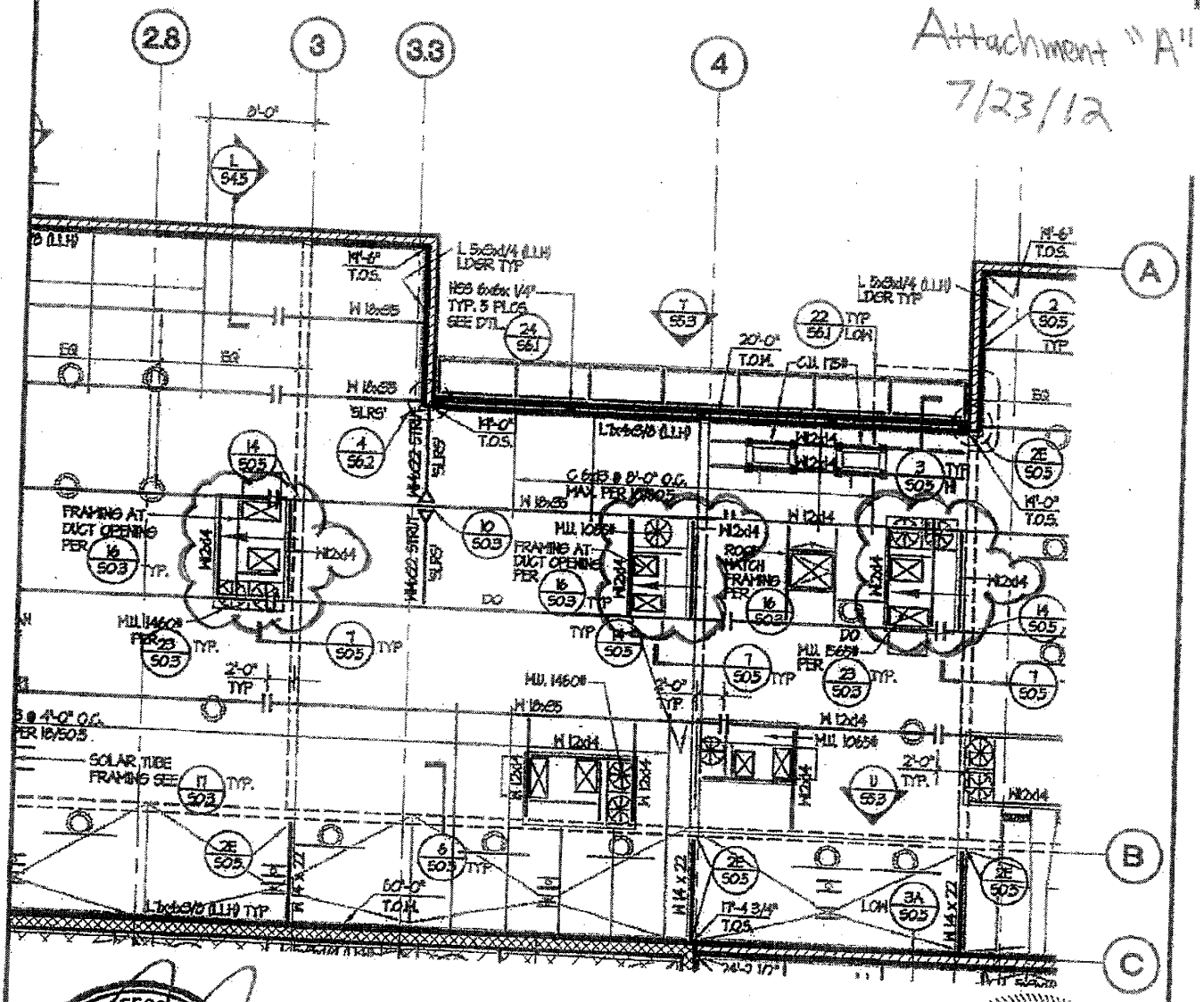
ITEM NO CUSD	DESCRIPTION	EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1	Provide Labor and Material to add additional steel support beams for the four mechanical units that were shifted away from the CMU wall as noted in RFI Response #259. 6 beams x $150/beam = $900 (material) 3men x 2 days x 8/hrs $60/hr. = $2880 (includes shop and field labor) Equipment = $1200 Lump Sum Price	$ 1,200.00	$ 900.00	$ 2,880.00	$ 4,980.00
2	Provide Window H to accommodate the desired 6 panel configuration by increasing the window size 11 inches. New Size: $5,046 Contract Size: $3,456 Added Cost for Window H $1,590				$ 1,590.00
3	Provide Labor and Material to install additional steel support beams for the floor plate at the catwalk along gridlines C and 2.2 as noted in RFI Response #243. 4men x 2 days x 8/hrs x $60/hr.= $3,840 (includes shop and field labor) Ledger Angle and Beams = $600 (material) Equipment = $600 Lump Sum Price	$ 500.00	$ 600.00	$ 3,840.00	$ 4,940.00

Subtotal Add	$	11,510.00
Subtotal Add	$	11,510.00
10% Sub Fee	$	1,151.00
Subtotal	$	12,661.00
5% G.C./Ins. Fee	$	633.05
FULL AND FINAL TOTAL*	$	13,294

*Rounded to nearest dollar

REASON: MECHANICAL UNITS SHIFTED AWAY FROM WALLS TO ACCOMODATE DUCT PENETRATIONS. ADDITIONAL BEAM SUPPORT CALLOUTS ADDED.

Attachment "A"
7/23/12



R.M. BYRD AND ASSOCIATES INC.
Consulting Structural Engineers
1047 WEST SIXTH STREET, SUITE A
ONTARIO, CA. 91762
PH (909) 983-5599
FAX (909) 983-4456
JOB NO. 10-310

REGISTERED PROFESSIONAL ENGINEER — Rick M. Byrd — No. S3360 — Exp. 3/31/14 — STRUCTURAL — STATE OF CALIFORNIA

LICENSED ARCHITECT — ROBERT J. HENSLEY — C-17256 — Ren. Date 04/30/13 — STATE OF CALIFORNIA

TITLE: PARTIAL ROOF FRAMING PLAN

WLC Architects, Inc.
RANCHO CUCAMONGA · POLSOM · SACRAMENTO
SOUTHERN CALIFORNIA
8163 Rochester Ave., Suite 100
Rancho Cucamonga California 91730-0729
tel: 909-987-0909
fax: 909-980-9980

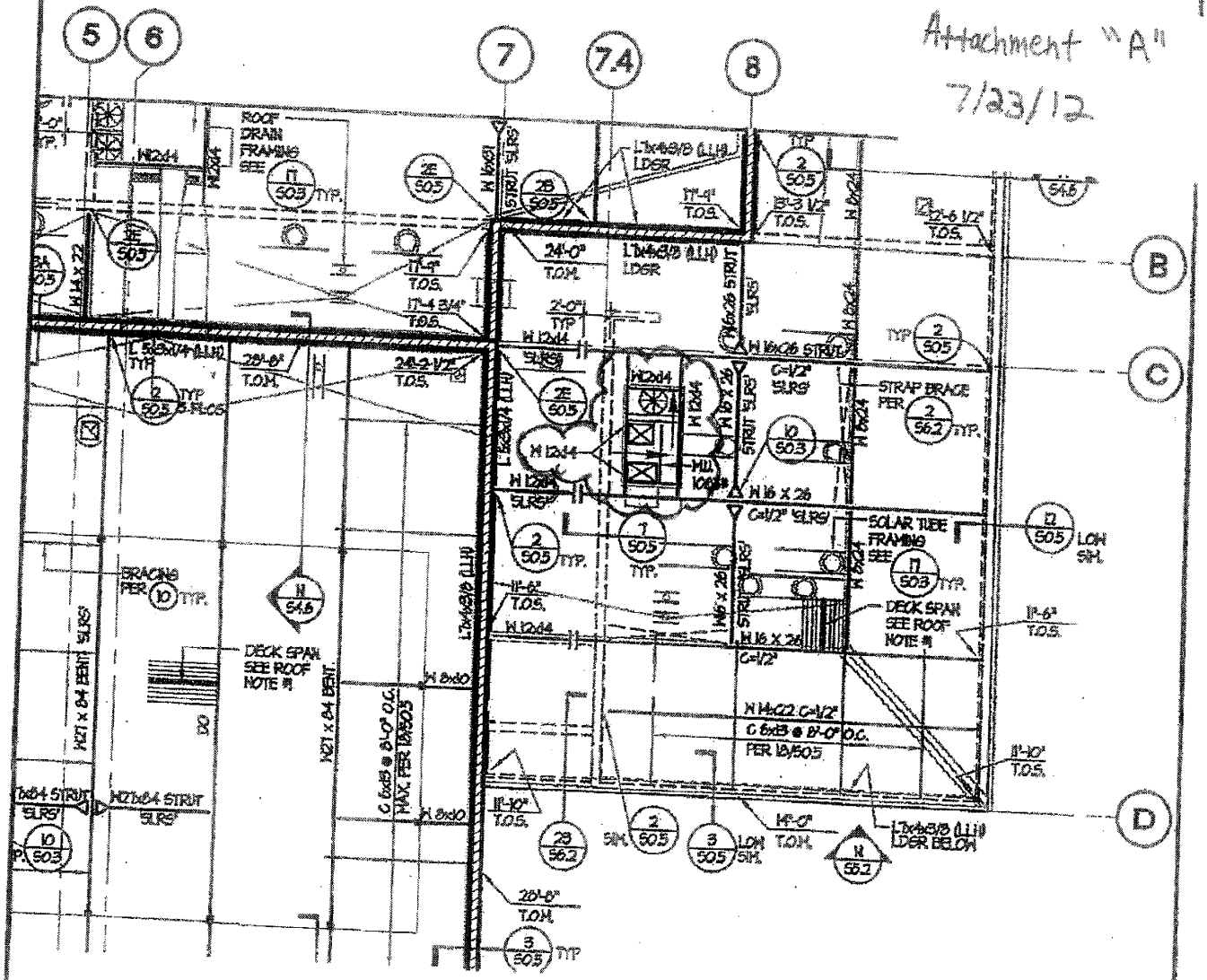
CAPISTRANO VALLEY PERFORMING ARTS THEATER
MISSION VIEJO, CA
APPL. NO. 04-110424

DRAWN	FS
CHECKED	FR
DATE	07/02/2012
SCALE	N.T.S.
JOB NO.	08140.53

FCD #42
FCD-S42.1
REF. S3.1

REASON: MECHANICAL UNITS SHIFTED AWAY FROM WALLS TO ACCOMODATE DUCT PENETRATIONS. ADDITIONAL BEAM SUPPORT CALLOUTS ADDED.

Attachment "A"
7/23/12



REGISTERED PROFESSIONAL ENGINEER
Rick M. Byrd
No. S7350
Exp. 3/31/14
STRUCTURAL
STATE OF CALIFORNIA

R.M. BYRD AND ASSOCIATES INC.
Consulting Structural Engineers
1047 WEST SIXTH STREET, SUITE A
ONTARIO, CA. 91762
PH (909) 983-5599
FAX (909) 983-4456
JOB NO. 10-310

LICENSED ARCHITECT
ROBERT J. HENSLEY
C-17256
Exp. date 04/30/13
STATE OF CALIFORNIA

TITLE: PARTIAL ROOF FRAMING PLAN

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
APPL. NO. 04-110424

DRAWN	FS
CHECKED	FR
DATE	07/02/2012
SCALE	N.T.S.
JOB NO.	08140.53

FCD #42
FCD-S42.2
REF. S3.1

488

2 of 2

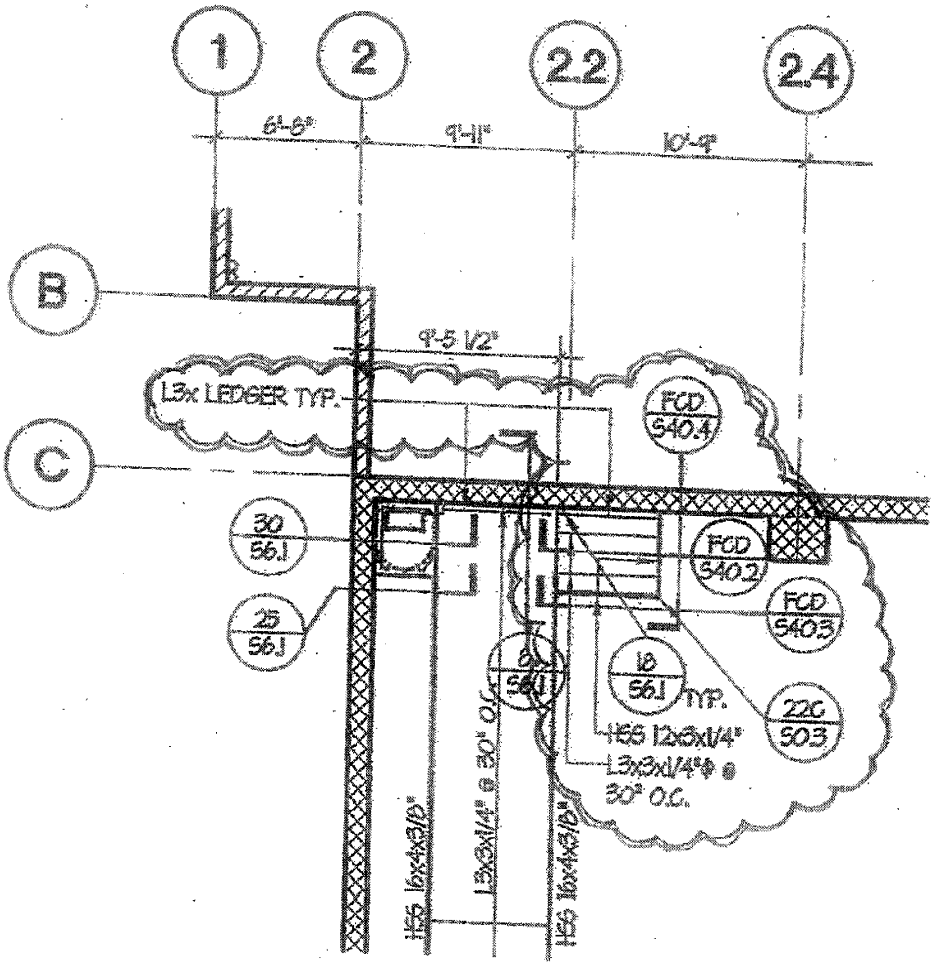
Attachment "B"
7/23/12

INTERIOR ELEVATIONS - THEATER A141

Increase Window size by 11" to accomodate 24" requirement per panel per the window manufacturer

REASON: STRUCTURAL SUPPORT ADDED AT CATWALK PLATFORM

Attachment "C"
7/23/12



R.M. BYRD AND ASSOCIATES INC.
Consulting Structural Engineers
1947 WEST SIXTH STREET, SUITE A
ONTARIO, CA. 91762
PH (909) 983-5599
FAX (909) 983-4456
JOB NO. 10-310

REGISTERED PROFESSIONAL ENGINEER
Rick M. Byrd
Lic. 53350
Exp. 3/31/14
STRUCTURAL
STATE OF CALIFORNIA

LICENSED ARCHITECT
ROBERT J. HENLEY
C-17256
Exp. 08/31/13
STATE OF CALIFORNIA

TITLE: PARTIAL CATWALK FRAMING PLAN

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
APPL. NO. 04-110424

DRAWN AF
CHECKED FR
SCALE 1/8"=1'-0"
JOB NO. 0814000

FCD # 40
FCD-S40.1
REF: S3.4
DATE: 06/27/12

490

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11
DSA Number: 04-110424

WORK ORDER

To: EDGE Development, Inc.
27368
Via Industria
Temecula, CA 92590

Work Order No. : 00048
Date: 7/27/2012

Title: Bulletin 3R-4

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:

Pursuant to a conversation with the manufacturer discovered that the specified Wood Veneer Panel System was not able to be manufactured with a curved radius as required in the A130 Lobby Areas. As such it was necessary to change to a Marlite MAP30 panel system which can achieve the desired radius in the A130 Lobby area. There was a cost variance to change from the Wood Veneer Panel to the Marlite System. As such, the District determined the cost and mutually negotiated with the Contractor the full and final total in the amount noted below.

Item	Description	Amount
00001		$24,532.00

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. the amount of the charges (if applicable) under the Work Order is limited to $25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- [x] Lump Sum **$24,532.00**
- [ ] Not To Exceed _____
- [ ] Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- [ ] Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- [ ] In accordance with Contract unit prices

TIME:

- [x] No Change
- [ ] Time Impact Unknown
- [ ] Impact to Contract completion is estimated at _____ days
- [ ] Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: _____ Days: _____ The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley	Joe Farley	8/8/12
Owner's Representative		8/8/12
Contractor		8/8/12
Architect of Record		08.08.12
Inspector of Record		08/08/12

491

Capistrano Valley Performing Arts Theater BID # 1011-11

W.O. # 048

REVIEW

DATA DATE: 7/27/12

Marlite MAP30 Panel System

Refer to Atachment "A" Dated 7/27/12

Add

ITEM NO. CUSD	DESCRIPTION	Rental Equipment	MATERIAL	LABOR	SUB TOTAL
1	Provide Labor and Material to install the Marlite MAP30 system in lieu of the specified Wood Veneer Panel system there was a $6.80 sf. Variance. 1800s.f x $6.80/s.f. = $12,240				$ 12,240.00
2	Provide Labor and Material to install added Marlite panels at the stage surround as noted in Bulletin #3R-4. 180s.f/panels. x $50s.f = $9,000				$ 9,000.00
			Subtotal Add		$ 21,240.00

Subtotal Add	$	21,240.00
10% Sub Fee	$	2,124.00
Subtotal	$	23,364.00
5% G.C./Ins. Fee	$	1,168.20
FULL AND FINAL TOTAL*	$	24,532

*Rounded to nearest dollar

492

Attachment "A"
7/27/2012

SOUTHERN CALIFORNIA

WLC Architects, Inc.

CAPISTRANO VALLEY PERFORMING ARTS THEATER
MISSION VIEJO, CA

INTERIOR ELEVATIONS - THEATER A141

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11
DSA Number: 04-110424

WORK ORDER

To: EDGE Development, Inc.
27368
Via Industria
Temecula, CA 92590

Work Order No. : 00049
Date: 8/6/2012

Title: Roof Drains, C-Channel, & Plaster

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:

Upon further review of the contractual documents, the District and Edge have mutually agreed that there would be additional costs for the following items.

Item 1) In order to ensure roof drain flow the District has elected to install two additional roof drains over flow systems including 10 lineal feet of piping with appropriate coring and bracing support structures. (Refer to Attachment "A" dated 8/6/12).

Item 2) Upon further review of the contractual documents it was determined that a detail for the roof hatches had been omitted in the project documents, as such. Edge shall furnish and install new angle framing to all roof hatches. (Refer to Attachment "B" dated 8/6/12)

Item 3) Pursuant to the District's request, Edge is to provide and install two additional C-Channels on the South side of the roof (Refer to Attachment "C" dated 8/6/12).

Item 4) Due to the additional welding required, an additional Rig Welder and all associated materials, including wires, rods, and fuel, are to be provided by Edge

Item 5) Pursuant to the requirement of new materials, Edge must provide for an additional truck delivery. As such, the District determined the additional cost and negotiated the full and final cost with the contractor in the amount noted below

Item 6) Pursuant to the Architect of Record's (A.O.R.) Request for Information (R.F.I.) Response #255 dated 7/13/12 it was determined to use low point to high point of C.M.U. to configure the sloped roof along gridlines G & H on the west side. Therefore additional plastering was needed to cover the additional C.M.U. Block. (Refer to Attachment "D" dated 8/6/12)

As such, the District determined the cost and mutually negotiated with the Contractor the full and final total in the amount noted below.

Item	Description	Amount
00001		$12,289.00

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. the amount of the charges (if applicable) under the Work Order is limited to $25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11
DSA Number: 04-110424

WORK ORDER

To: EDGE Development, Inc.
27368
Via Industria
Temecula, CA 92590

Work Order No. : 00049
Date: 8/6/2012

Title: Roof Drains, C-Channel, & Plaster

COST:

☒ Lump Sum **$12,289.00** ☐ 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		8/8/12
Owner's Representative		8/8/12
Contractor		8/8/12
Architect of Record		08.08.12
Inspector of Record		8/8/12

495

Capistrano Valley Performing Arts Theater BID # 1011-11

W.O. # 049
Roof Drains and C-Channel
DATA DATE:8/06/2012

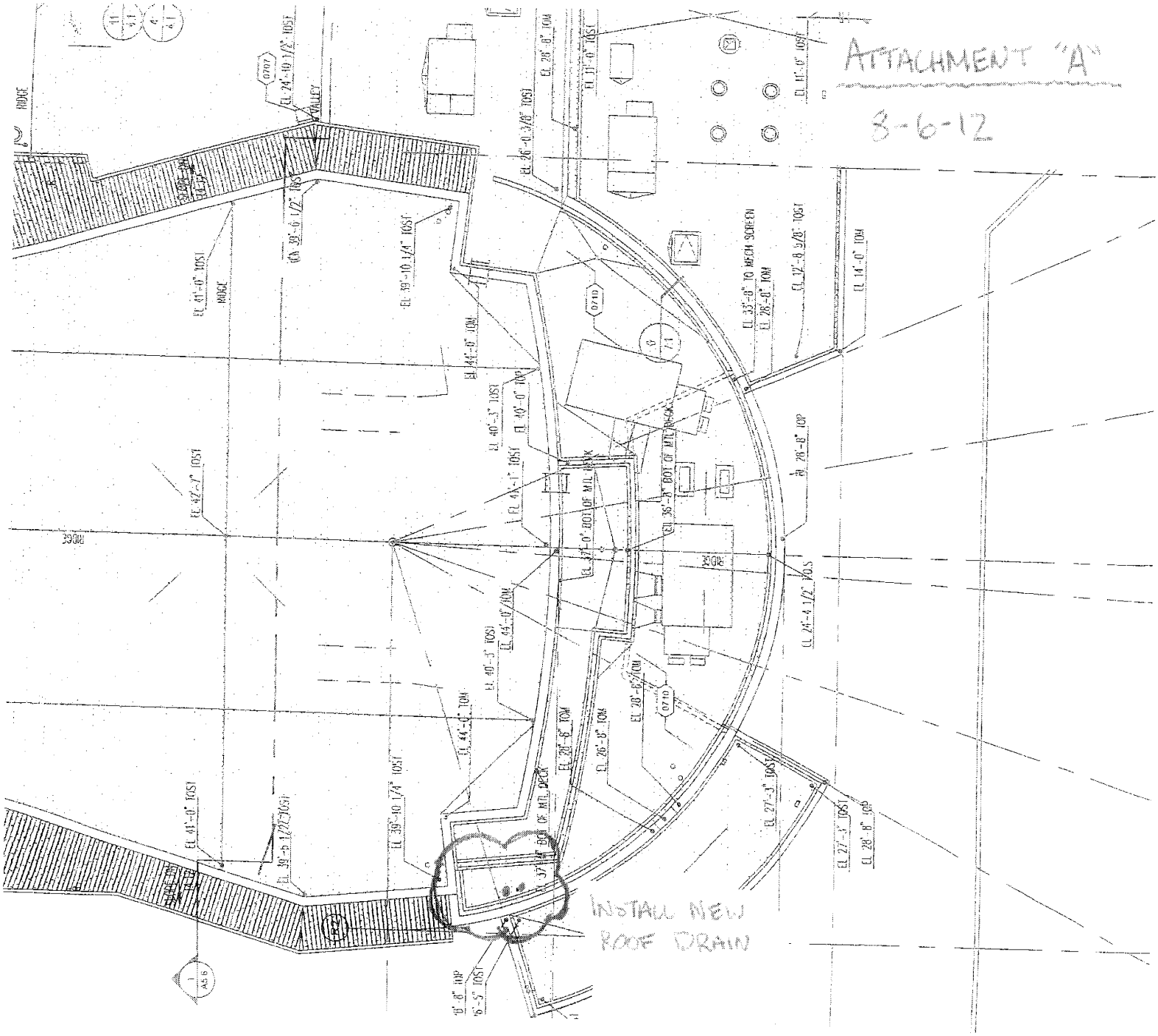
Add

ITEM NO. CUSD	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1	Contractor to provide labor and material to install two Roof Drain Over Flow Systems, including 10ft of pipe, coring, and bracing. Material and Labor Roof Drain = $1500 x 2 = $3000 Lump Sum Price Labor Bracing = 1 man x 1day x 8hrs x $65/hr = $520 Material Bracing = $150 Lump Sum Price		$ 3,150.00	$520.00	$ 3,670.00
2	Contractor to provide labor and material to install new angle framing at Roof Hatches Material = $450 Lump Sum Price Labor = 2 men x 1 day x 8hrs x $65/hr = $1040		$ 450.00	$1,040.00	$ 1,490.00
3	Contractor to provide and install new C-Channel supports. Material = $600 Lump Sum Price Labor = 1 man x 1 day x 8hrs x $65/hr = $520		$ 600.00	$520.00	$ 1,120.00
4	Contractor shall provide an additional Rig Welder and all associated materials, including wire, rod, and fuel. Labor = 1 man x 3 days x 8/hrs x $65/hr. = $1560			$1,560.00	$ 1,560.00
5	Contractor shall provide delivery of additional materials to the jobsite Lump Sum Price = $400			$ 400.00	$ 400.00
6	Contractor to provide labor and material to install added plaster at Gridlines G & H on West Elevation. $100/s.f x $24/s.f = $2400				$ 2,400.00

Subtotal Add		$ 10,640.00
10% Fee		$ 1,064.00
Subtotal		$ 11,704.00
5% GC/Ins. Fee		$ 585.20
Net Add		$ 12,289.20

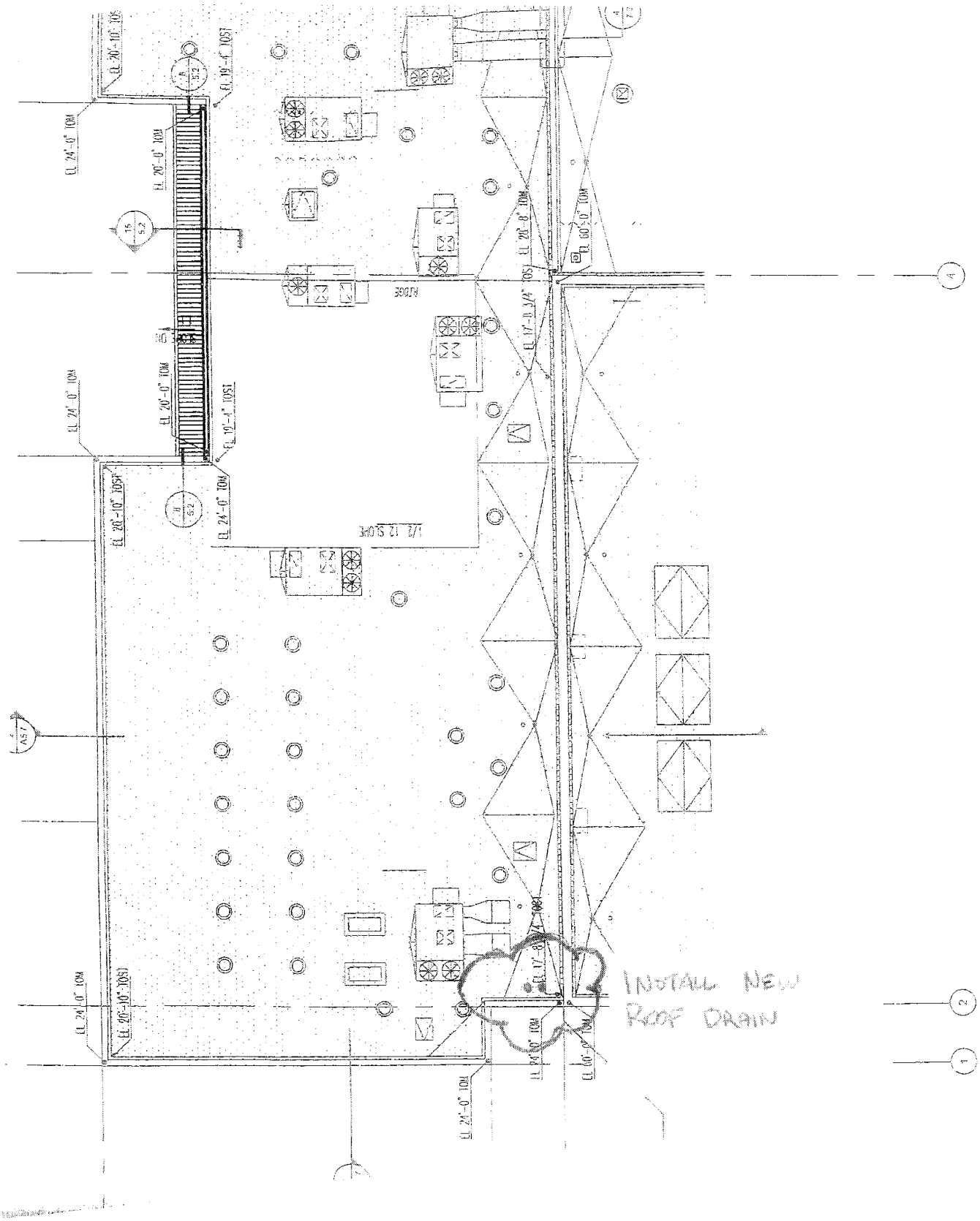
Net Add	$ 12,289.20
FULL AND FINAL TOTAL*	$ 12,289

*Rounded to nearest dollar



1 OF 2

497

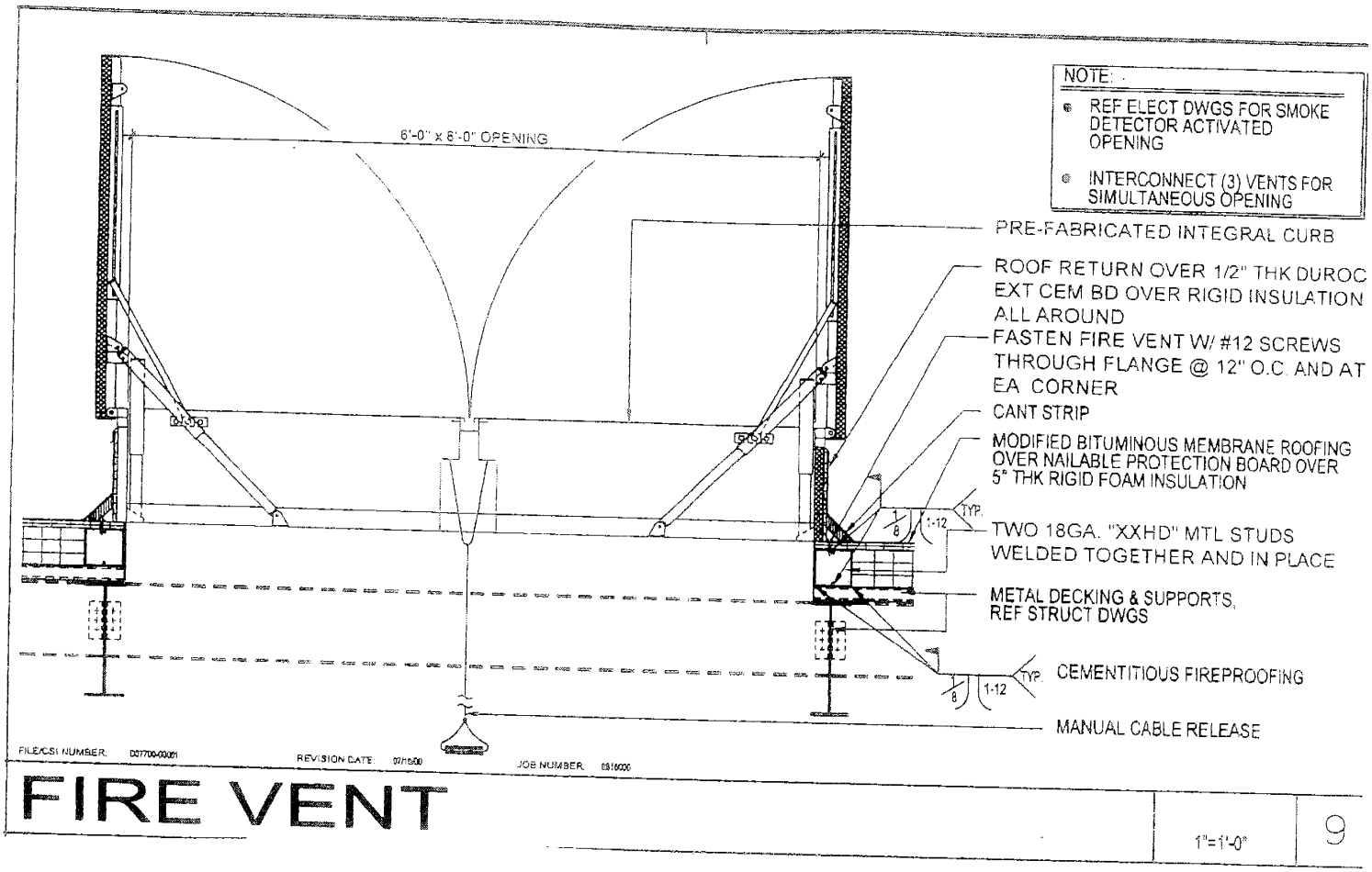


2 OF 2

ATTACHMENT "B"

8-6-12

1 OF 2



FIRE VENT

1"=1'-0"

9

2 of 2

500

ATTACHMENT C

8-6-12

PROVIDE AND INSTALL NEW C-CHANNEL

Provide and install additional plaster

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: -- 1011-11 CVHS Performing Arts Theater

Contract Number: 1011-11

Purchase Order No.:

DSA Number: 04-110424

REQUEST FOR INFORMATION

RFI No.: 00255

Title: RFI 255: A 4.2 Sloped Exterior Roof

Date: 7/2/2012 **Required:** 7/3/2012 **Answered:** 7/13/2012

From: Jerry Fuchs
EDGE Development, Inc.

To: Korin Lawing
Capistrano Unified School District

Contractor's Request:

Please confirm if the sloped roof will remain with a 7-12 pitch due to RFIs on CMU elevation. See attached.

Proposed Solution:

N/A

Owner's Representative's Additional Information:

Architect of Record's Response:

Not 7:12 Use Low Point to High Point of C.M.U.

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.

- [x] * 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.

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: EDGE Development, Inc.
27368
Via Industria
Temecula, CA 92590

Work Order No. : 00050
Date: 8/7/2012

Title: Sloped Ceiling, Stairwell #1, Hatch

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 (A.O.R.) Request for Information (R.F.I.) Response #285 Sketch "A" dated 8/6/12 it was determined that the ceiling under the mezzanine theater seating would need to be sloped in order to provide the desired ceiling height of 7'4". Therefore additional framing was needed to elevate the ceiling height to 7'4", (Refer to Attachment "A" dated 8/7/2012).

Item 2) Pursuant to the Architect of Record's (A.O.R.) Request for Information (R.F.I.) Response #294 dated 8/7/12 it was determined that the contractual drawings did not contemplate the curved HSS 12 x14 beam which was installed per plan did not allow the 8" studs to pass by as noted in detail 9 on Sheet 7.2. As such, it was necessary to notch and lap the studs in order to accommodate the beam. (Refer to Attachment "B" dated 8/7/2012).

Item 3) Pursuant to a jobwalk with the Owner's Representative and Edge on 8/2/2012 it was determined that the contractual drawings did not contemplate crickets at the three Smoke Vent locations. Therefore it was necessary to extend the metal stud curb walls to accomodate the added crickets at the Smoke Vent locations. (Refer to Attachment "C" dated 8/7/2012).

As such, the District determined the cost and mutually negotiated with the Contractor the full and final total in the amount noted below.

Item	Description	Amount
00001		$19,958.00

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. the amount of the charges (if applicable) under the Work Order is limited to $25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: EDGE Development, Inc.
27368
Via Industria
Temecula, CA 92590

Work Order No. : 00050
Date: 8/7/2012

Title: Sloped Ceiling, Stairwell #1, Hatch

COST:

☒ Lump Sum **$19,958.00** ☐ 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		8/8/12
Owner's Representative		8/8/12
Contractor		8/9/12
Architect of Record		08.08.12
Inspector of Record		08/08/12

505

Capistrano Valley Performing Arts Theater BID # 1011-11

W.O. # 050
REVIEW

DATA DATE: 8/07/12

Sloped Ceiling, Stairwel #1 Framing and Smoke Hatches

Refer to Atachment A, B, and C Dated 8/07/12

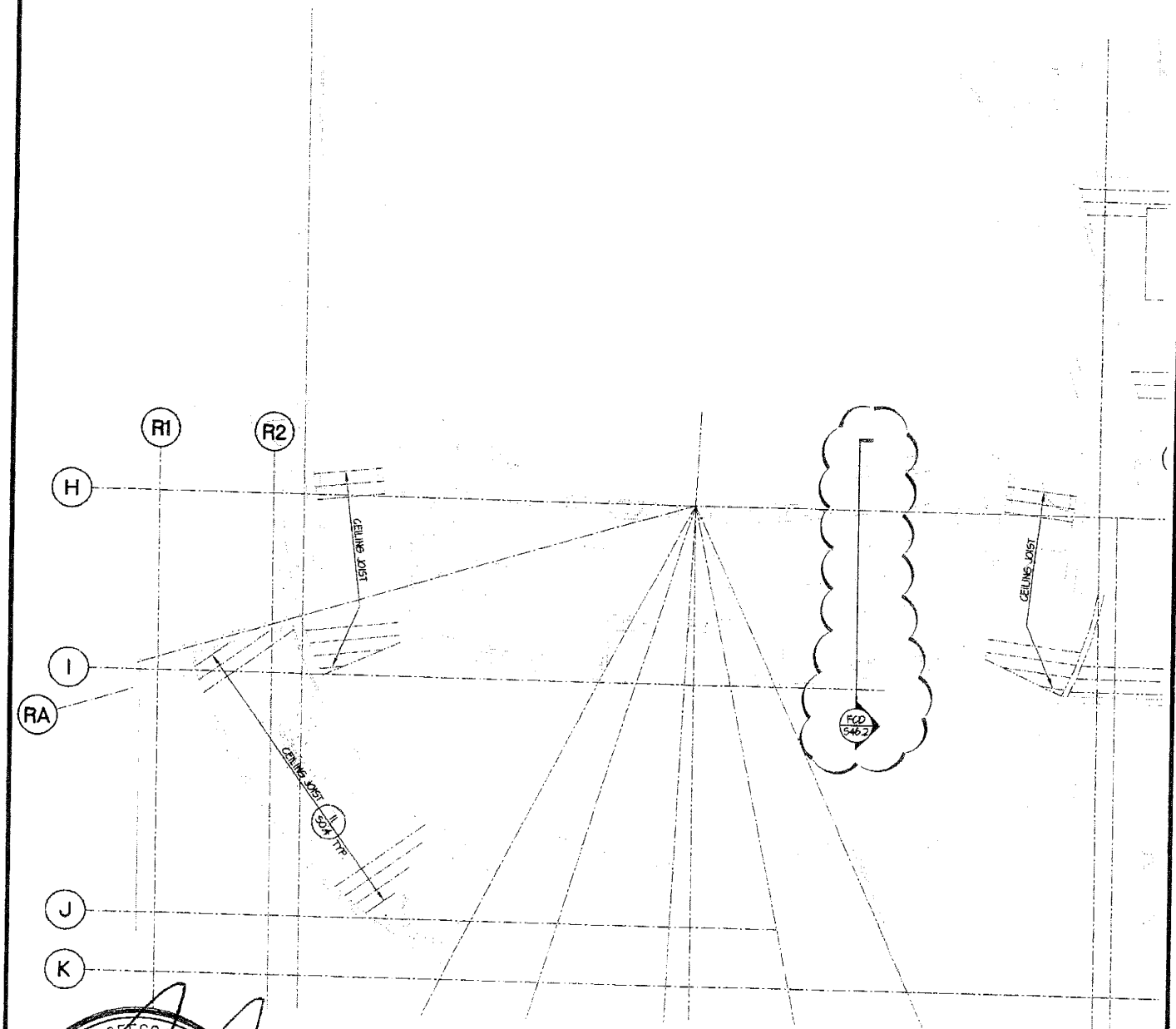
Add

ITEM NO. CUSD	DESCRIPTION	Rental Equipment	MATERIAL	LABOR	SUB TOTAL
1	Contractor to provide Labor and Material to install the revised sloped ceiling at the Mezzanine area in order to provide the desired ceiling height of 7'4" as noted in RFI #285. Studs:2men x 8hrs x 60/hr.= $1440 Clips and Anchor Bolts (120) : 3men x 2days x 8hrs x 60/hr.= $2880 Kickers and Drops: 2men x 2days x 8hrs x $60/hr. = $1920 Tape, Sand, and Mud: 2men x 1 day x 8hrs x $60/hr. = $1440 Material: 320 l.f. of 4" track and 4" studs and clips Lump Sum Price = $1400		$ 1,400	$ 7,680.00	$ 9,080.00
2	Contractor to provide Labor and Material to install added 120 s.f of added framing at Stairwell #1. Labor at Top of Stairwell 2 men x 3 days x8hrs x $60/hr = $2880 Labor for Bottom of Stairwell 2 men x 3 days x 8hrs x $60/hr = $2880 Material = $1450 Lump Sum Price		$ 1,450	$ 5,760	$ 7,210.00
3	Contractor to provide Labor and Material to extend walls to accommodate crickets at Smoke Hatch Vents at 3 locations. $330/ Smoke Hatch x 3/smoke hatches = $990				$ 990.00
			Subtotal Add		$ 17,280.00

Subtotal Add	$ 17,280.00
10% Sub Fee	$ 1,728.00
Subtotal	$ 19,008.00
5% G.C./Ins. Fee	$ 950.40
FULL AND FINAL TOTAL*	$ 19,958

*Rounded to nearest dollar

REASON: SLOPED CEILING FRAMING ADDED BELOW MEZZANINE.



REGISTERED PROFESSIONAL ENGINEER
Rick M. Byrd
No. S3350
Exp. 3/31/14
STRUCTURAL
STATE OF CALIFORNIA

R.M. BYRD AND ASSOCIATES INC.
Consulting Structural Engineers
1047 WEST SIXTH STREET, SUITE A
ONTARIO, CA. 91762
PH (909) 983-5599
FAX (909) 983-4456

JOB NO. 10-310

TITLE: SECTION THROUGH MEZZANINE

LICENSED ARCHITECT
ROBERT J. HENSLEY
C-17256
Rec. Date: 04/30/13
STATE OF CALIFORNIA

WLC Architects, Inc.
RANCHO CUCAMONGA · FOLSOM · EMERYVILLE

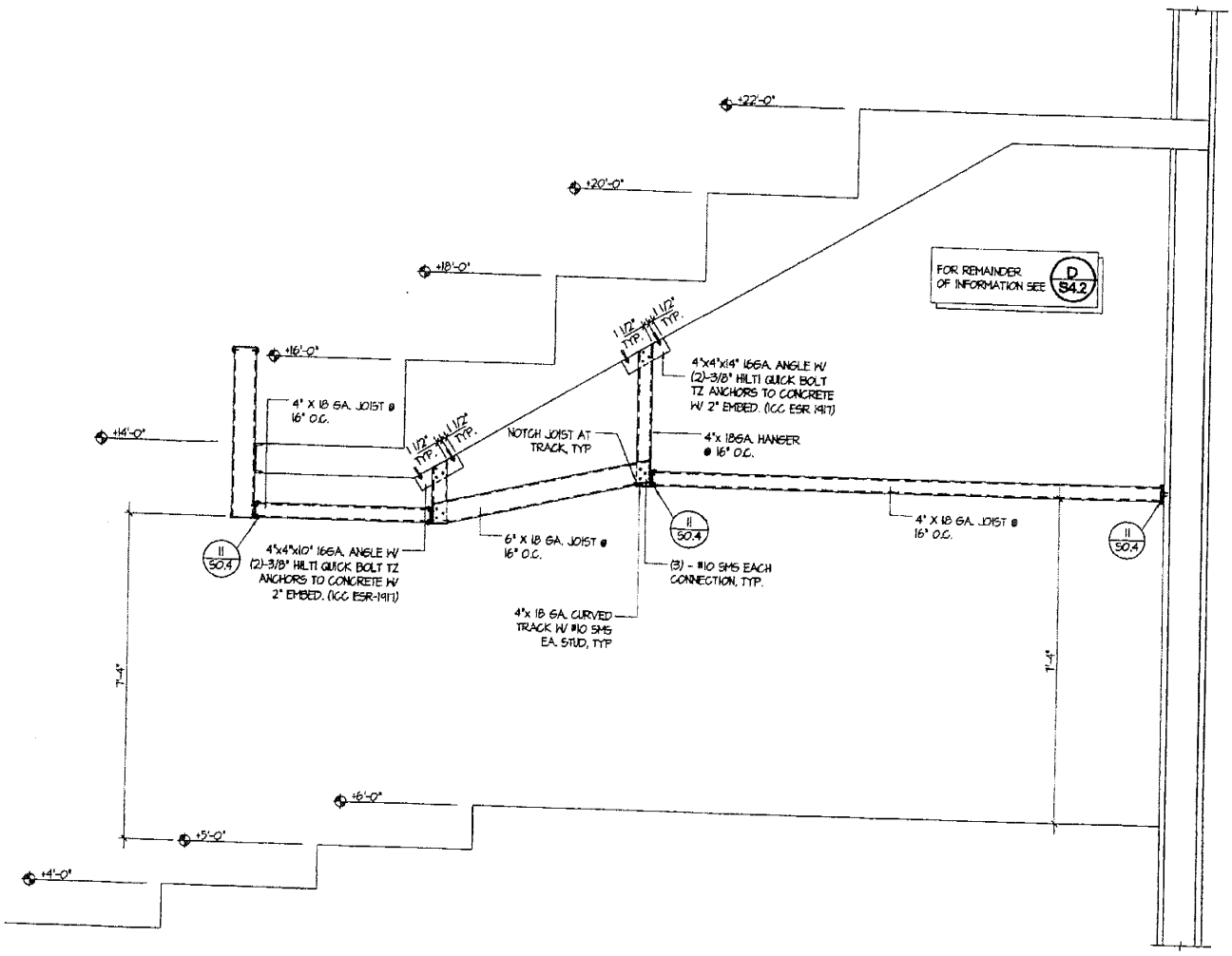
SOUTHERN CALIFORNIA
8163 Rochester Ave., Suite 100
Rancho Cucamonga
California 91730-0729
tel: 909-987-0909
fax: 909-980-9980

CAPISTRANO VALLEY
PERFORMING ARTS THEATER
MISSION VIEJO, CA
APPL. NO. 04-110424

DRAWN	SS
CHECKED	FR
DATE	08/06/2012
SCALE	1/4"=1'-0"
JOB NO.	08140.53

FCD #46
FCD-S46.1
REF: S4.2

REASON: SLOPED CEILING FRAMING ADDED BELOW MEZZANINE.



WALL SECTION (D)

REGISTERED PROFESSIONAL ENGINEER
Rick M. Byrd
No. S3350
Exp. 3/31/14
STRUCTURAL
STATE OF CALIFORNIA

R.M. BYRD AND ASSOCIATES INC.
Consulting Structural Engineers
1047 WEST SIXTH STREET, SUITE A
ONTARIO, CA. 91762
PH (909) 983-5599
FAX (909) 983-4456

JOB NO. 10-310

TITLE: SECTION THROUGH MEZZANINE

LICENSED ARCHITECT
ROBERT J. HENSLEY
C-17256
Rent. Date: 04/30/13
STATE OF CALIFORNIA

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

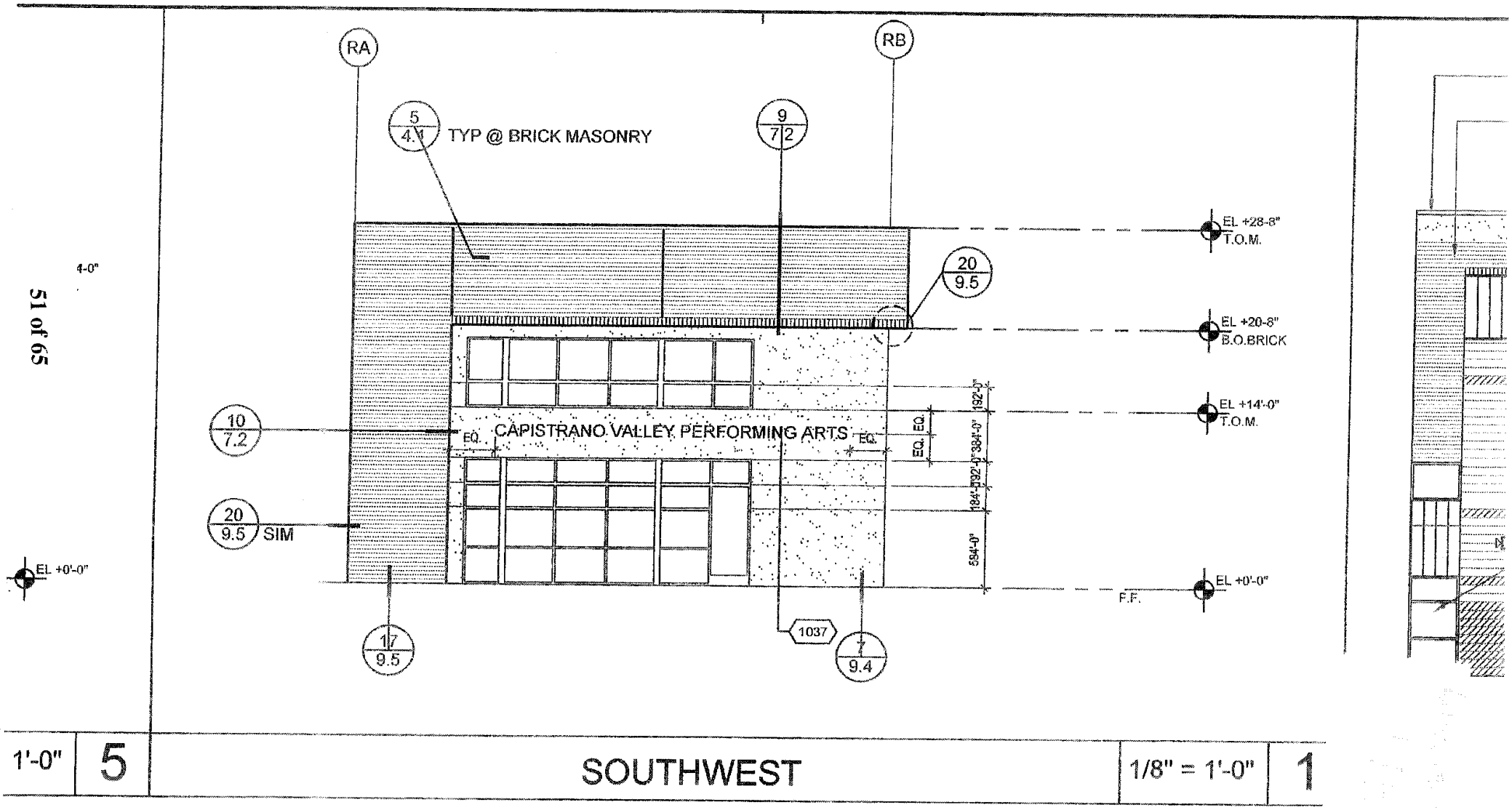
CAPISTRANO VALLEY
PERFORMING ARTS THEATER
MISSION VIEJO, CA
APPL. NO. 04-110424

DRAWN	SS
CHECKED	FR
DATE	08/06/2012
SCALE	1/4"=1'-0"
JOB NO.	08140.53

FCD #46
FCD-S46.2
REF: S4.2

508

2 of 2


RA
RB
5
4.1
TYP @ BRICK MASONRY
9
7.2
20
9.5
EL +28-8"
T.O.M.
EL +20-8"
B.O.BRICK
EL +14'-0"
T.O.M.
EL +0'-0"
F.F.
10
7.2
EQ.
CAPISTRANO VALLEY PERFORMING ARTS
EQ.
EQ.
EQ.
192'-0"
384'-0"
192'-0"
184'-0"
584'-0"
20
9.5
SIM
EL +0'-0"
17
9.5
1037
7
9.4
4-0"
1'-0"
5
SOUTHWEST
1/8" = 1'-0"
1

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: -- 1011-11 CVHS Performing Arts Theater

Contract Number: 1011-11

Purchase Order No.:

DSA Number: 04-110424

REQUEST FOR INFORMATION

RFI No.: 00294

Title: RB1 Area Stairwell #1 @ Top of Wall

Date: 8/6/2012 **Required:** 8/7/2012 **Answered:** 8/7/2012

From: Jerry Fuchs
EDGE Development, Inc.

To: Korin Lawing
Capistrano Unified School District

Contractor's Request:

This is a confirming RFI w/WLC, the structural engineer, and the owner's representative that on RB 1 area stairwell #1 at the top of the wall, we are supposed to use this detail that was issued to EDGE Development on 08.03.12.

Proposed Solution:

N/A

Owner's Representative's Additional Information:

Architect of Record's Response:

Due to curved HSS roof member fabricated with too large of a radius, 8" metal studs can not pass by without being notched. Provide lapped stud members per attached Sketch Attachment "A" dated 8/3/12 (section cut through stair 1 exterior wall @ roof between Grids RA & RB) to maintain inside & outside architectural finishes.

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.

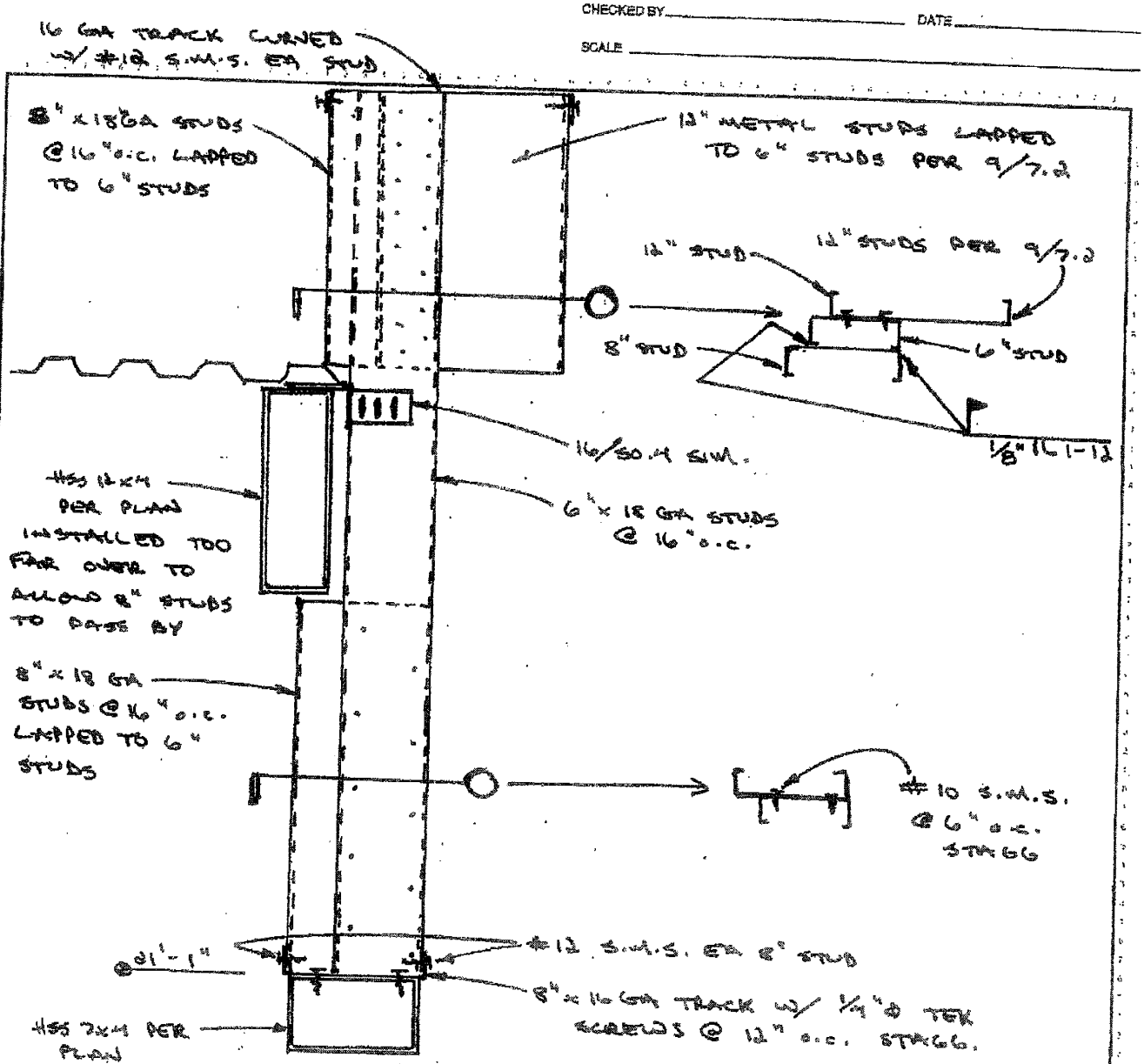
* This does not modify contract cost or time. If the recipient believes that the RFI affects contract cost or time, the recipient shall respond in writing in accordance with the Contract.

510
Primavera 8

Attachment "A"
dated 8/3/12
Reference RFI 294

R.M. BYRD and ASSOCIATES, INC.
Consulting Structural Engineers
1047 West Sixth Street, Suite A
Ontario, CA 91762
(909) 983-5599 fax (909) 983-4456

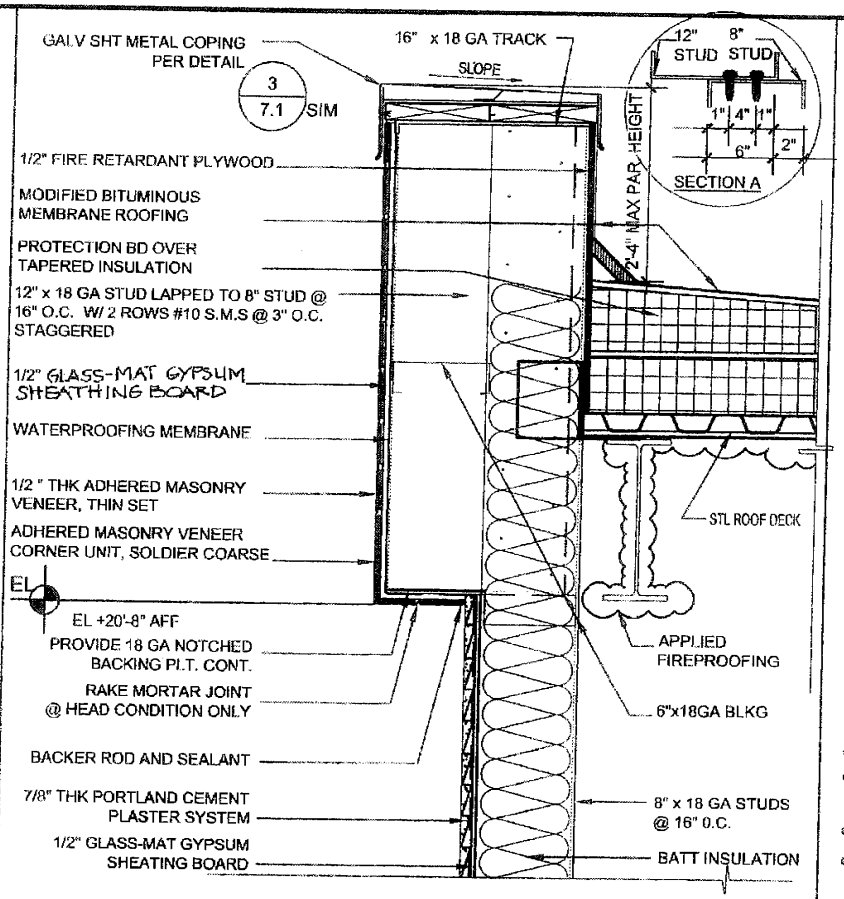
JOB CAPISTRANO PAC
SHEET NO. ____ OF ____
CALCULATED BY ____ DATE ____
CHECKED BY ____ DATE ____
SCALE ____

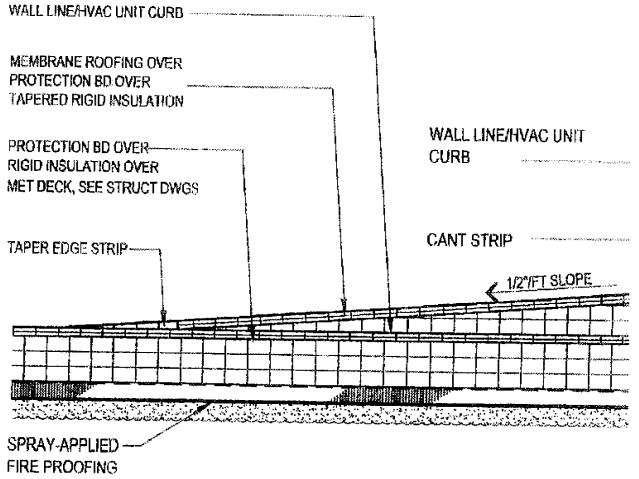


Frank Rice
8/3/12
R.M. Byrd & Assoc.

CLARIFICATION SKETCH @ STAIR

Original Detail





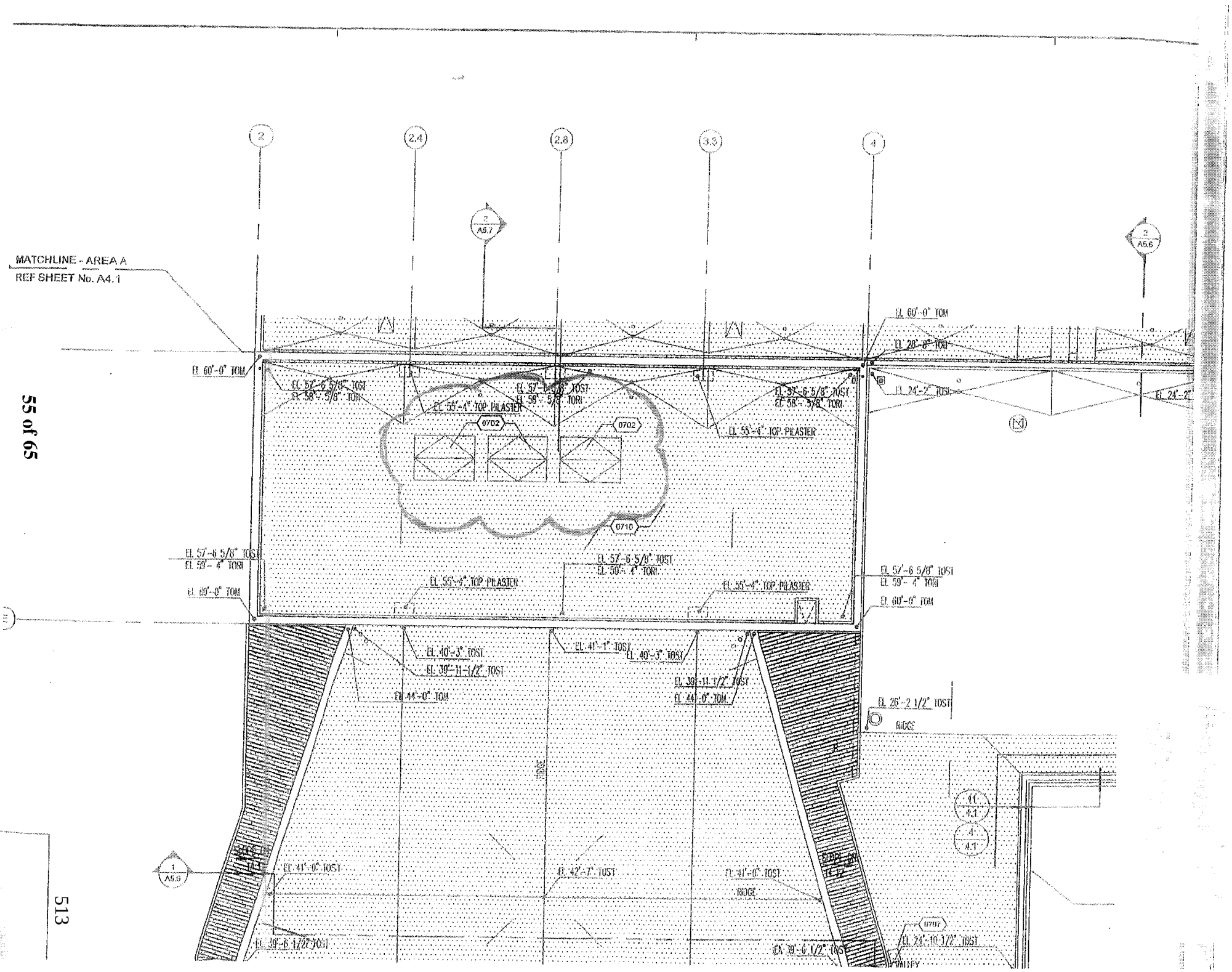
NOTES:

- CONTRACTOR TO VERIFY CRICKETS TO DRAIN @ A MIN 1/2" PER FOOT
- SEE STRUCT DWGS FOR ROOF SUPPORTS
- USE TAPERED RIGID INSULLATION TO FORM CRICKET OVER RIGID INSULLATION

		13	SOFFIT DETAIL	1"=1'-0"	9	CRICKET DETAIL	1"=1'-0"

FILE/CSI NUMBER: REVISION DATE: JOB NUMBER

Detail 9 on Sheet 7.2


MATCHLINE - AREA A
REF SHEET No. A4.1
2
2.4
2.8
3.3
4
2
A5.7
2
A5.6
EL 60'-0" TOM
EL 28'-8" TOM
EL 57'-6 5/8" TOST
EL 58'- 5/8" TORI
EL 55'-4" TOP PILASTER
0702
0710
EL 24'-2" TOST
EL 57'-6 5/8" TOST
EL 59'- 4" TORI
EL 40'-3" TOST
EL 39'-11-1/2" TOST
EL 44'-0" TOM
EL 41'-1" TOST
EL 26'-2 1/2" TOST
RIDGE
SLOPE 6/12
EL 41'-0" TOST
EL 42'-7" TOST
EL 39'-6 1/2" TOST
EL 24'-10 1/2" TOST
VALLEY
1
A5.6
11
4.1
4
4.1

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11
DSA Number: 04-110424

WORK ORDER

To: EDGE Development, Inc
27368
Via Industria
Temecula, CA 92590

Work Order No. : 00051
Date: 8/7/2012

Title: Furring, Clips, & Plastering

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 Edge on 8/2/2012 it was determined that the contractual drawings did not contemplate gypsum wallboard finish at the masonry side walls in the 1st Floor Lobby and the walls in the 2nd Floor Lobby. Therefore it was necessary to add furring and gypsum wallboard in the above mentioned rooms, (Refer to Attachment "A" dated 8/7/12).

Item 2) Pursuant to the Architect of Record's (A.O.R.) Request for Information (R.F.I.) Response #293 dated 8/7/12 it was determined that the contractual structural drawings did not contemplate metal stud framing attachment to fireproof structural members at storefront entry. As such, it was necessary to add clips to allow for metal stud framing attachment at structural fireproof members. (Refer to Attachment "B" dated 8/7/12).

Item 3)) Pursuant to the Architect of Record's (A.O.R.) Request for Information (R.F.I.) Response #280 dated 7/26/12 it was determined that the roofing membrane would terminate at 2' up from the roof and plaster would continue to the top of the parapet walls in lieu of roofing materials. As such, additional plaster was needed at the parapet wall from Gridlines 8 &9 to Gridlines A & D, (Refer to Attachment "C" dated 8/7/12).

As such, the District determined the cost and mutually negotiated with the Contractor the full and final total in the amount noted below.

Item	Description	Amount
00001		$22,927.00

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. the amount of the charges (if applicable) under the Work Order is limited to $25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: EDGE Development, Inc.
27368
Via Industria
Temecula, CA 92590

Work Order No. : 00051
Date: 8/7/2012

Title: Furring, Clips, & Plastering

COST:

☒ Lump Sum **$22,927.00** ☐ 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		8/8/12
Owner's Representative		8/8/12
Contractor		8/8/12
Architect of Record		08.08.12
Inspector of Record		08/08/12

515

Capistrano Valley Performing Arts Theater BID # 1011-11

W.O. # 051
REVIEW

DATA DATE: 8/07/12

1st & 2nd Floor Furring, Clips, and Plaster

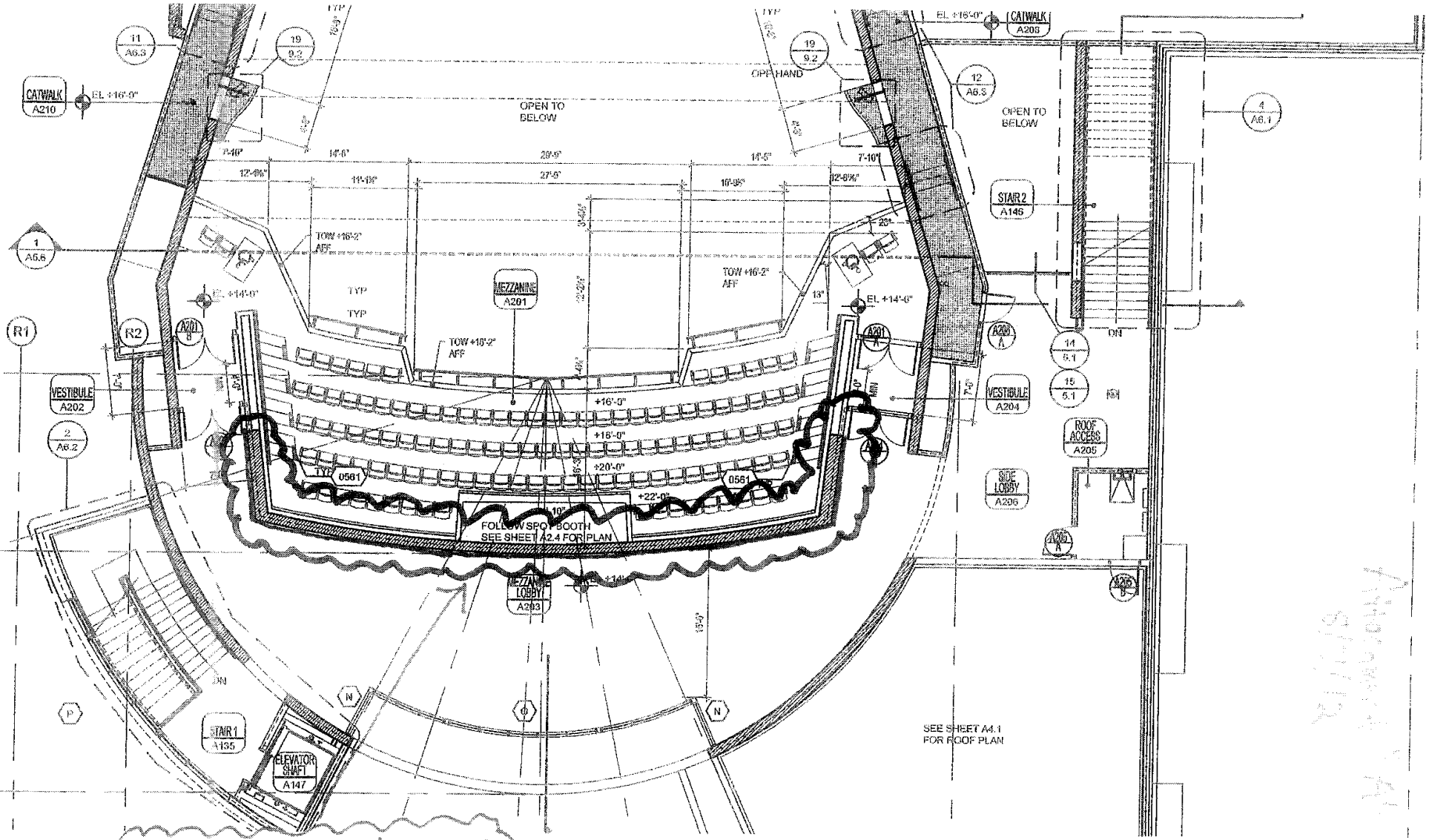
Refer to Atachment A, B, and C Dated 8/07/12

Add

ITEM NO. CUSD	DESCRIPTION	Rental Equipment	MATERIAL	LABOR	SUB TOTAL
1	Contractor to provide Labor and Material to install furring and gypsum wallboard at 1st Floor Lobby side walls and 2nd Floor Lobby walls. 100 l.f. X 10' = 1,000 s.f. x $7/s.f.= $7,000				$ 7,000.00
2	Contractor to provide Labor and Material to installl 1,400 clips at the storefront entry. 1400 clips/20/installed per hour = 70/hrs x $60 = $4200 Material 1,400 clips x $2.00/clip = $2800		$ 2,800	$ 4,200	$ 7,000.00
3	Contractor to provide labor and material to additional plaster and backing at the parapet walls as noted in RFI #280 Response. 450s.f x $13/sf = $5850				$ 5,850.00
			Subtotal Add		$ 19,850.00

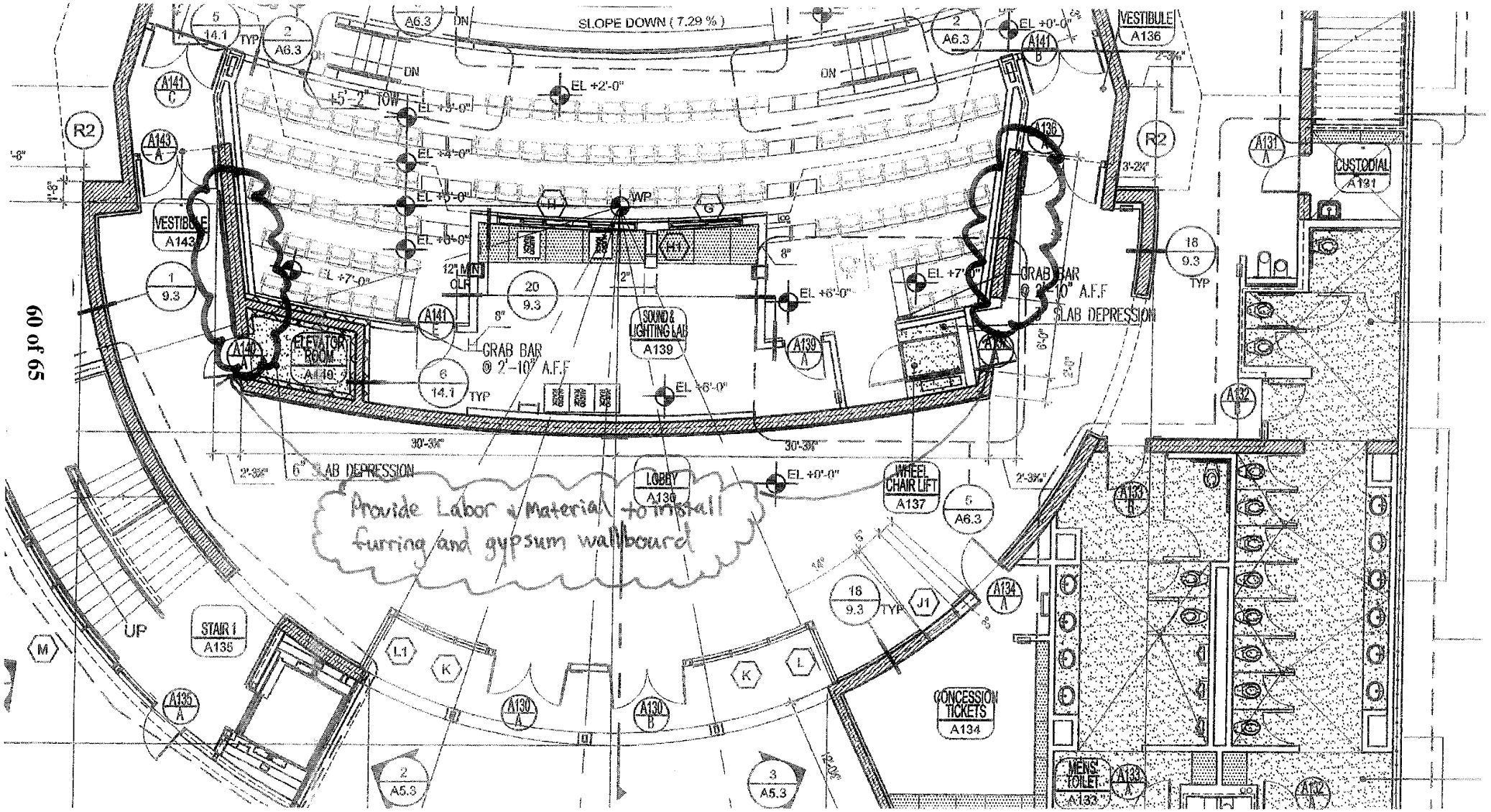
Subtotal Add	$ 19,850.00
10% Sub Fee	$ 1,985.00
Subtotal	$ 21,835.00
5% G.C./Ins. Fee	$ 1,091.75
FULL AND FINAL TOTAL*	$ 22,927

*Rounded to nearest dollar



Provide Labor & Material to install furring and gypsum wall board

Second Floor PLAN Sheet A2.3



First Floor Plan Sheet A2.2

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Attachment "B"
8/7/12

Project: -- 1011-11 CVHS Performing Arts Theater

Contract Number: 1011-11

Purchase Order No.:

DSA Number: 04-110424

REQUEST FOR INFORMATION

RFI No.: 00293

Title: Alternate Connections to Steel

Date: 8/6/2012 **Required:** 8/7/2012 **Answered:** 8/7/2012

From: Jerry Fuchs
EDGE Development, Inc.

To: Korin Lawing
Capistrano Unified School District

Contractor's Request:

Alternate Connections to Structural Steel, Concrete, and Metal Deck: This is a confirming RFI with WLC, the owner's representative, the structural engineer and EDGE Development for alternate connections to structural steel, concrete and metal deck to concrete. Please advise.

Proposed Solution:

N/A

Owner's Representative's Additional Information:

Architect of Record's Response:

See attached FCD #13 Sketch Attachment "A" dated 8/3/12 (previously submitted to DSA) for clarification of Z-clip attachment to different substrates.

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.

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- ☐ * This response is a MINOR CHANGE to the Contract with no effect to the Contract cost or time (NO COST OR TIME EFFECT)
- ☐ ** This response CHANGES the Contract with an anticipated effect to Contract cost and/or time. (COST/TIME EFFECT). The District shall issue a Work Order to the Contractor.

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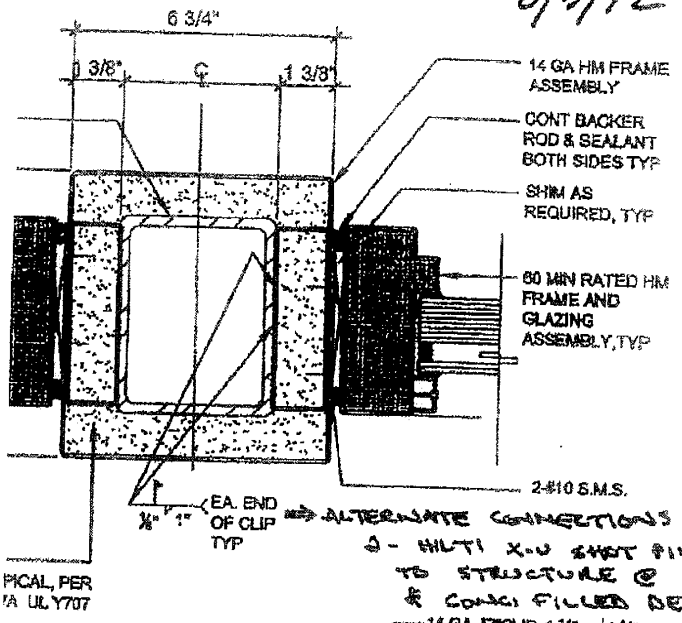
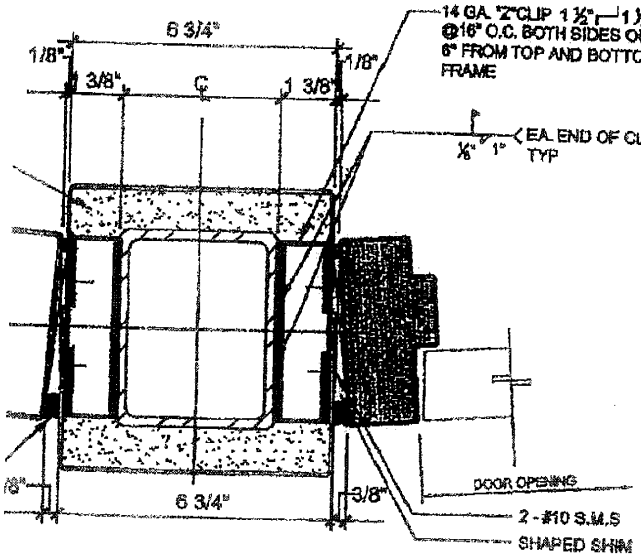
1 of 2

ATTACHMENT "A"

8/3/12



⇒ ALTERNATE CONNECTIONS:
3 - HILTI X-U SHOT PINS FROM CLIP TO STRUCTURE @ STEEL, CONC. & CONC. FILLED DECK CONDITIONS



8/3/12

Reference RFI 293

2 of 2

Attachment "C"
8/8/12

Provide and install plaster at parapet walls as noted in RFI # 280 response

Master per
RFI #280 response
Detail 1 on A5.7
STAGE CRAFT A106
ELEC ROOM A109
PRACTICE ROOM A111
BAND ROOM A118
STORAGE ROOM A117
1505
0524
0546
EL +24'-0" T.O.M.
EL +14'-0" T.O.M.
0'-0" REF. EL F.F.
3
4
5
8
9

522

2 of 3

Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: -- 1011-11 CVHS Performing Arts Theater

Contract Number: 1011-11

Purchase Order No.:

DSA Number: 04-110424

REQUEST FOR INFORMATION

RFI No.: 00280

Title: Plaster at parapet walls

Date: 7/25/2012 **Required:** 7/27/2012 **Answered:** 7/26/2012

From: Jerry Fuchs
EDGE Development, Inc.

To: Korin Lawing
Capistrano Unified School District

Contractor's Request:

This is a confirming RFI with EDGE Development and the owner's representative that on 07/17/12 it was confirmed that all the roofing membrane will terminate at 2'-00" up from roof and plaster will continue to top of parapet walls.

Proposed Solution:

N/A

Owner's Representative's Additional Information:

Architect of Record's Response:

Confirmed, height of the plaster shall start at 2'-0" above the roof.

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.

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- ☐ * This response is a CLARIFICATION OF THE CONTRACT (NO COST or TIME EFFECT)
- ☒ * This response is a MINOR CHANGE to the Contract with no effect to the Contract cost or time (NO COST OR TIME EFFECT)
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edenco inc
CONSTRUCTION MANAGEMENT

August 2, 2012

CERTIFIED MAIL: 7012 0470 0002 2774 5165
EMAIL: kfair@californiatrack.com

Karol Fair, President
California Track &Engineering, Inc.
4668 N. Sonora Ave., Suite 101
Fresno, CA 93722

Subject: Capistrano Unified School District's Formal Notice of Beneficial Occupancy of the San Juan Hills High School – Synthetic Track (Purchase Order No. 005139)

Ms. Fair:

This letter shall serve as Capistrano Unified School District's (District) formal notification to California Track and Engineering, Inc. that the District intends to take Beneficial Occupancy of the San Juan Hills High School – Synthetic Track (Purchase Order No.005139), August 2, 2012 at 5:00 p.m. It is expressly and mutually understood that all items on the Punch List, dated 7/31/2012, have been completed and accepted by the District.

Regards,

Walt Eden
Owner's Representative
Edenco, Inc., President

Cc: Clark Hampton, CUSD
Terry Fluent, CUSD

Exempt from recording fees per

G.C. Section #6103

Recording Requested by and when recorded, please mail to:

Capistrano Unified School District
T. Fluent – Purchasing Department
33122 Valle Road
San Juan Capistrano, CA 92675

[This is an ORIGINAL] [This space is for recorder's use only]

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN, That the CAPISTRANO UNIFIED SCHOOL DISTRICT of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: San Juan Hills High School Synthetic Track , the contract, for the doing of which was heretofore entered into on the 29th day of March, 2012, which contract was made with California Track & Engineering, Inc. as Contractor; that said improvements have been completed pursuant to said Contract and accepted on the 10th day of September, 2012, by the Governing Board of said District; that title to said property vests in the CAPISTRANO UNIFIED SCHOOL DISTRICT of Orange County, California; that the surety for the above named Contractor is U.S. Specialty Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: San Juan Hills High School Synthetic Track.

CAPISTRANO UNIFIED SCHOOL DISTRICT OF ORANGE COUNTY, CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss

By: _____
Joseph M. Farley, Superintendent
Capistrano Unified School District

Joseph M. Farley, being first duly sworn, deposes and says:

That he is the Superintendent of CAPISTRANO UNIFIED SCHOOL DISTRICT of Orange County, California;

That the CAPISTRANO UNIFIED SCHOOL DISTRICT of Orange County, California, is the owner of said property described in the foregoing notice;

That he has read the foregoing notice and knows the contents thereof and that the facts stated therein are true.

_____
Joseph M. Farley, Superintendent
Capistrano Unified School District

On _____, 2012, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

526

AMENDMENT TO AGREEMENT
BID NO. 1011-07 – CO-CURRICULAR BUS SERVICE

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SOUTHERN CALIFORNIA GRAY LINE

Agreement for Bid No. 1011-07 shall be amended to replace the firm name of Southern California Gray Line with Pacific Coast Sightseeing Tours & Charters, Incorporated, effective as of July 21, 2012, and Board approved on September 10, 2012.

Except as set forth in this Amendment to Agreement, and Board approved on November 9, 2010, all other terms of the contract remain in full force and effect.

DISTRICT	**CONSULTANT**
Capistrano Unified School District	**Pacific Coast Sightseeing Tours & Charters, Incorporated**
By: _____ Signature	By: _____ Signature
Terry Fluent	_____ Print Name
Director, Purchasing	_____ Title
Date: _____	Date: _____

To: Vicky Byers
From: Shane Khajavi
Re: Capistrano Unified School District

August 9, 2012

Vicky,

Thank you for your call, we certainly value CUSD as one our clients. CUSA PCSTC,LLC dba Southern California Gray Line has come to the conclusion of our Bankruptcy on July 21, 2012 with the purchase of our company by Coach USA a Stage Coach Company and we will operate under the name Pacific Coast Sightseeing Tours & Charter. We are excited about this progress on our business future and look forward to serving your transportation needs. I am sending the requested W9 for your files.

Previous company name: CUSA, PCSTC,LLC. Dba Southern California Gray Line
New Company name: Pacific Coast Sightseeing Tours & Charter
Name change was due to company being bought by a new company
Company was sold on July 21, 2012

We will be forwarding our new insurance certificate right away, if there is anything else you need please call me at 714-507-1191.

Regards
Shane Khajavi
Divisional Manager

CC: Cindy Nix
Accounting
Darlene Cochran.

RECEIVED
AUG 13 2012
PURCHASING

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

CO-CURRICULAR BUS SERVICE
Bid No. 1011-07

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 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:

NOTE: BIDS WILL NOT ONLY BE EVALUATED ON A 1, 2, 3, 4 AND 5 HOUR ONE WAY DROP BUT ALSO A MINIMUM TRIP OF EIGHT (8) HOURS.

Category #1. Provide School Buses:

Number of Contractor Buses Available	Bus Capacity	Maximum Number of Passengers Loaded Per Bus	Minimum 1 Hour	Plus - Rate Per Over Time
	72	NA		NO BID
	78	NA		NO BID
	84	NA		NO BID
	90	NA		NO BID

Number of Contractor Buses Available	Bus Capacity	Maximum Number of Passengers Loaded Per Bus	Minimum 2 Hours	Plus - Rate Per Over Time
	72	NA		NO BID
	78	NA		NO BID
	84	NA		NO BID
	90	NA		NO BID

Category #1. Provide School Buses:

Number of Contractor Buses Available	Bus Capacity	Maximum Number of Passengers Loaded Per Bus	Minimum 3 Hours	Plus - Rate Per Over Time
	72	NA		NO BID
	78	NA		NO BID
	84	NA		NO BID
	90	NA		NO BID

Number of Contractor Buses Available	Bus Capacity	Maximum Number of Passengers Loaded Per Bus	Minimum 4 Hours	Plus - Rate Per Over Time
	72	NA		NO BID
	78	NA		NO BID
	84	NA		NO BID
	90	NA		NO BID

Category #2. Provide SPAB approved recliners with restroom:

Number of Contractor Buses Available	Bus Capacity	Maximum Number of Passengers Loaded Per Bus	Minimum 2 Hours	Plus - Rate Per Over Time
	37	NA	-	NO BID
7	47	47	300 -	75 -
26	53	55	325 -	85

Number of Contractor Buses Available	Bus Capacity	Maximum Number of Passengers Loaded Per Bus	Minimum 3 Hours	Plus - Rate Per Over Time
	37	NA	-	NO BID
7	47	47	300 -	75 -
26	53	55	325 -	85 -

Number of Contractor Buses Available	Bus Capacity	Maximum Number of Passengers Loaded Per Bus	Minimum 4 Hours	Plus - Rate Per Over Time
	37	NA	-	NO BID
7	47	47	375 -	75 -
26	53	55	410	85 -

Category #2. Provide SPAB approved recliners with restroom:

Number of Contractor Buses Available	Bus Capacity	Maximum Number of Passengers Loaded Per Bus	Minimum 5 Hours	Plus - Rate Per Over Time
—	37	NA	—	NO BID
7	47	47	400 -	75 -
24	53	55	425 -	85 -

Category #3. Wheelchair usage:

Number of Contractor Buses Available	Wheelchair Capacity	Maximum Number of Wheelchairs Loaded Per Bus	Minimum 5 Hours	Plus - Rate Per Over Time
9	49	2	425 -	85 -

Bus hours for all categories above shall be computed from the DISTRICT specified pick up and delivery points.

Cancellation fee of $ 175 - to be charged to the DISTRICT for buses cancelled by the DISTRICT within four (4) hours prior to the scheduled trip time.

Additional charges not included in the above rates for over night/mountain trips
Driver Accomodations
Dead / live mileage as needed over 40 Miles
for Mountain and one way transfers

CONTRACTORS proposal for over hour charges due to unforeseen circumstances (road conditions, weather, heavy traffic, etc.), the CONTRACTOR will submit a proposal with equitable cost sharing benefits.

hourly over charges as needed

B. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Bidders - Invitation for Bids. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may

have under Section 4 of the Clayton Act (15) U.S.C. Section 15) or under the Cartwright Act (Business & ProfessionsCode Section 16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.

C. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of Delaware, and that Tony Hancock whose title is VP/GM, is authorized to act for and bind the corporation.

D. 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.

E. 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 terms and conditions contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.

F. **COST INCREASES IN OPTION YEARS OF CONTRACT.** The DISTRICT will allow the contractor to increase prices for the option years, in accordance with the following procedure:

1. The DISTRICT shall grant, upon contractor's request, effective July 1 of each year (but at no other times), an automatic annual rate adjustment to reflect inflation increase. The rate adjustment will be measured on March 1st of each year in the CPI index (all items) for all urban consumers within the Los Angeles - Anaheim - Riverside metropolitan area. No further CPI increase will be allowed even if the contractor believes inflation is higher in the industry.

G. The Bidder attests to having read and understands all documents contained and referenced in this bid.

H. The Contractor agrees:

1. to notify the DISTRICT of the Contractor's current California Highway Patrol Motor Carrier Rating and shall notify the DISTRICT within one day of any change in that rating; and,

2. to grant to the DISTRICT the right to inspect all Terminals, Vehicle Maintenance Records, all Driver Training and Performance Records, and all Accident Reports.

I. The Contractor certifies:

1. the company meets all California Highway Patrol, California Department of Education and the California Public Utilities Commission requirements, including, but not limited to Driver Training and Records, Vehicle Maintenance Procedures and Records, Accident Reports, and any other law, rule, regulation or procedure prescribed by the Federal government; and,

2. the company has a drug and alcohol policy that meets or exceeds all Federal and California State requirements for commercial drivers, and that requires, as a minimum, substance abuse tests for new employees, tests for any driver involved in an accident, and tests of a randomly selected number of employees on a periodic basis.

J. I, Tony Hanewff, the VP/ GM (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: CUSA PCSTC LLC

Signed by: Tony Hancuff

Date: 8/17/10

Business Address: 2001 S. Manchester Ave
Anaheim, CA 92802

PARTNERSHIP

Name: _____

Signed by: _____, Partner

Date: _____

Business Address: _____

_____

Other Partners: _____

_____

CORPORATION

Name: _____

(a _____ Corporation*)

Business Address: _____

_____

Signed by: _____, President**, Dated: _____

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: _____

DISTRICT APPROVED: Bid Awarded to CUSA PCSTC, LLC dba Southern California Gray Line
(Contractor Name)

Category #1 Provide School Buses	Category #2 Provide SPAB Approved Recliners w/Restrooms	Category #3 Wheelchair Usage
N/A	Primary	Primary

Signature: _____

Terry Fluent
Director, Purchasing
Capistrano Unified School District

CONTRACT TERM

The term of this base contract is for one year beginning November 10, 2010 through November 09, 2011, with two (2) one-year renewal terms at the option of the Board of Trustees.

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CUSA PCSTC, LLC dba SOUTHERN CALIFORNIA GRAY LINE

Bid No. 1011-07 – Co-Curricular Bus Service called for an original contract period of November 10, 2010 through November 9, 2011, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with CUSA PCSTC, LLC dba Southern California Gray Line, pursuant to Bid No. 1011-07, shall be extended an additional 12 months, for the period November 10, 2011, through November 9, 2012 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on October 26, 2011.

Except as set forth in this Extension Agreement, and Board approved on November 9, 2010, all other terms of the contract remain in full force and effect.

DISTRICT	**CONTRACTOR**
Capistrano Unified School District	**CUSA PCSTC, LLC dba Southern California Gray Line**
By: T Fluent Signature	By: Signature
Terry Fluent	SHANE KHAJAVI Print Name
Director, Purchasing	DIVISIONAL MANAGER Title
Date: 11/28/11	Date: 11/11/11

CAPISTRANO UNIFIED SCHOOL DISTRICT
CO-CURRICULAR BUS SERVICE
BID NO. 1011-07

CUSA, LLC dba SOUTHERN CALIFORNIA GRAYLINE

November 10, 2011 - November 9, 2012

Bid Pricing

Category #2 - Provide SPAB Approved Recliners w/ Restrooms	2010 - 2011 Pricing	2011 - 2012 Pricing
Number of Contractor Buses - 37 Capacity	No Bid	
Number of Contractor Buses - 47 Capacity	7	7
Minimum 2 Hours	$ 300.00	**$ 300.00**
Rate per Hour Over Time	$ 75.00	**$ 75.00**
Minimum 3 Hours	$ 300.00	**$ 300.00**
Rate per Hour Over Time	$ 75.00	**$ 75.00**
Minimum 4 Hours	$ 375.00	**$ 375.00**
Rate per Hour Over Time	$ 75.00	**$ 75.00**
Minimum 5 Hours	$ 400.00	**$ 400.00**
Rate per Hour Over Time	$ 75.00	**$ 75.00**
Addition to Original Contract		
Mountain Moves (Hours + mileage @ $3.17/mi)	Hours + mileage @ $3.17/mi	**Total mileage @ $3.26/mi**
Over the Road Trips - Price per day	$ 1,110.00	**$ 950.00**

Number of Contract Buses - 53 Capacity	26 - 55 Capacity	26 - 55 Capacity
Minimum 2 Hours	$ 325.00	**$ 325.00**
Rate per Hour Over Time	$ 85.00	**$ 85.00**
Minimum 3 Hours	$ 325.00	**$ 325.00**
Rate per Hour Over Time	$ 85.00	**$ 85.00**
Minimum 4 Hours	$ 410.00	**$ 410.00**
Rate per Hour Over Time	$ 85.00	**$ 85.00**
Minimum 5 Hours	$ 425.00	**$ 425.00**
Rate per Hour Over Time	$ 85.00	**$ 85.00**
Addition to Original Contract		
Mountain Moves (Hours + mileage @ $3.17/mi)	Hours + mileage @ $3.17/mi	**Total mileage @ $3.26/mi**
Over the Road Trips - Price per day	$ 1,110.00	**$ 950.00**

Category #3 - Wheelchair Usage	2010 - 2011 Pricing	2011 - 2012 Pricing
Number of Contractor Buses	9	
Minimum 5 Hours	$ 425.00	**$ 425.00**
Rate per Hour Over Time	85.00	**$ 85.00**

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

WEST COAST ARBORISTS, INC.

Bid No. 1112-10 – Tree Trimming Maintenance Service, called for an original contract period of September 27, 2011 through September 26, 2012.

The contract with West Coast Arborists, Inc., pursuant to Bid No. 1112-10, shall be extended for the period September 27, 2012 through September 26, 2016, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on September 10, 2012. Contracts for services may not exceed five years in length per California Ed Code 17596.

Annual services requested by District and provided by Contractor under this agreement shall not exceed $100,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on September 26, 2011, all other terms of the contract remain in full force and effect.

DISTRICT	**CONTRACTOR**
Capistrano Unified School District	**West Coast Arborists, Inc.**
By: _____ Signature	By: _____ Signature
Terry Fluent	_____ Print Name
Director, Purchasing	_____ Title
Date: _____	Date: _____

Exhibit A

Capistrano Unified School District

Tree Trimming Maintenance Service
Bid No. 1112-10

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.
- Prices for labor may not be lower than the applicable Prevailing Wage for the specified work. Per bid documents under General Conditions – Article 48 – Wage Rates, Travel and Subsistence.

		New Proposed Pricing September 27, 2012 to September 26, 2016	
Item #	Description	Unit	Unit Price
	FULL TRIM BASED ON SERVICE OR SPECIAL REQUESTS Trees requiring service to rectify a specific problem such as blocking street lighting or signs, right-of-way clearance for utility lines, or broken limbs will be performed as a "Service Request."		
1	0-6" dbh	Per tree	$36.00
2	7"-16" dbh	Per tree	$77.00
3	17"-24" dbh	Per tree	$177.00
4	25"-36" dbh	Per tree	$225.00
4	37" dbh & over	Per tree	$Hourly
	PALM TREE TRIMMING		
6	Coco Palm, any size	Per tree	$36.00
7	Washingtonia Palm, any size	Per tree	$36.00
8	Canary Island Date Palm, any size	Per tree	$177.00
	TREE REMOVAL		
9	Complete tree and stump removal	Per dbh	$18.00
10	Tree removal only	Per dbh	$14.00
11	Stump only removal	Per dbh	$7.00
	TREE PLANTING		
12	15 gallon tree with root barrier	Per tree	$135.00
13	15 gallon tree without root barrier	Per tree	$110.00
14	24 inch box tree	Per tree	$245.00
15	24 inch box tree without root barrier	Per tree	$215.00
16	**ROOT PRUNING**	Linear foot	$14.00

Exhibit A

Capistrano Unified School District

Tree Trimming Maintenance Service
Bid No. 1112-10

Bid Price Sheet

		New Proposed Pricing September 27, 2012 to September 26, 2016	
17	**CREW RENTAL (standard)** Standard maintenance crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper and all necessary saws and hand tools	Per crew hour	$159.00
18	**CREW RENTAL (overtime, weekends, holidays)** Standard maintenance crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper and all necessary saws and hand tools.	Per crew hour	$159.00
19	**EMERGENCY CREW RENTAL**	Per crew hour	$159.00
20	**ARBORIST SERVICES** Arborist services provided by the hour as prescribed per the Special Provisions of these Specifications	Per hour	$145.00
21	**EQUIPMENT RATES** List additional equipment you have available and the rates for each.		
	Crane w/operator	Hour	$145.00
	95-ft. tower w/operator	Hour	$145.00
	Loader/roll-off w/operator	Hour	$145.00
	Watering truck w/operator	Hour	$145.00
	GPS tree inventory (optional)		$2.00

CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
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ELLEN M. ADDONIZIO
JACK R. BRICK
ANNA BRYSON
SUE PALAZZO
SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

July 6, 2012

Patrick Mahoney, President
West Coast Arborists, Inc.
2200 E. Via Burton Street
Anaheim, CA 92806

Subject: **Bid No. 1112-10 – Tree Trimming Maintenance Service**

Dear Mr. Mahoney:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on September 26, 2012.

Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to reduce your fees for services by 10% for the renewal period September 27, 2012 through September 26, 2013. A copy of your current contract pricing is enclosed for your review with a column to list your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by July 30, 2012.**

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

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9437.

Sincerely,

Vicki Byers

Vicki Byers
Buyer/Planner, Purchasing

enc.

July 9, 2012

Capistrano Unified School District
Purchasing Department
ATTN: Vicki Byers, Buyer/Planner
33122 Valle Road
San Juan Capistrano, CA 92675

RE: Proposal with Cost Reduction

Dear Ms. Byers,

We are in receipt of your letter dated July 6, 2012 requesting that our firm consider a cost reduction due to the current state of the economy. We recognize that school districts, including Capistrano USD, remain challenged by substantial reductions in revenue and increased operating costs. To help offset the District's expenses, we would like to offer a discount on the current unit prices beginning September 27, 2012 and holding the prices the same over the remainder of the term. Please see attached Price Schedule.

In exchange for a discount, we respectfully request a modification to the existing contract term. The original term allows the District to continue the contract until September 26, 2014. We respectfully propose to hold the new unit rates for an additional two (2) year period beyond the original term until September 26, 2016. We believe we can absorb the discount over a longer period of time. We understand the District has the option to terminate this contract with a 30-days notice at any time.

We appreciate your consideration in this matter and look forward to continuing a successful business relationship with Capistrano Unified School District. Should you have any questions or require additional information, please do not hesitate to call me at (800) 521-3714.

Sincerely,

Victor M. Gonzalez
Vice President

Enclosure

Capistrano Unified School District

Tree Trimming Maintenance Service
Bid No. 1112-10

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.
- Prices for labor may not be lower than the applicable Prevailing Wage for the specified work. Per bid documents under General Conditions – Article 48 – Wage Rates, Travel and Subsistence.

		Original Contract Pricing September 27, 2011 to September 26, 2012		**New Proposed Pricing September 27, 2012 to September 26, 2016**	
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1	0-6" dbh	Per tree	$ 40.00	Per tree	$36.00
2	7"-16" dbh	Per tree	$ 85.00	Per tree	$77.00
3	17"-24" dbh	Per tree	$ 185.00	Per tree	$177.00
4	25"-36" dbh	Per tree	$ 250.00	Per tree	$225.00
4	37" dbh & over	Per tree	$ no bid	Per tree	$Hourly
	PALM TREE TRIMMING				
6	Coco Palm, any size	Per tree	$ 40.00	Per tree	$36.00
7	Washingtonia Palm, any size	Per tree	$ 40.00	Per tree	$36.00
8	Canary Island Date Palm, any size	Per tree	$ 185.00	Per tree	$177.00
	TREE REMOVAL				
9	Complete tree and stump removal	Per dbh	$ 19.00	Per dbh	$18.00
10	Tree removal only	Per dbh	$ 15.00	Per dbh	$14.00
11	Stump only removal	Per dbh	$ 8.00	Per dbh	$7.00
	TREE PLANTING				
12	15 gallon tree with root barrier	Per tree	$ 145.00	Per tree	$135.00
13	15 gallon tree without root barrier	Per tree	$ 120.00	Per tree	$110.00
14	24 inch box tree	Per tree	$ 255.00	Per tree	$245.00
15	24 inch box tree without root barrier	Per tree	$ 225.00	Per tree	$215.00
16	**ROOT PRUNING**	Linear foot	$ 15.00	Linear foot	$14.00

Capistrano Unified School District

Tree Trimming Maintenance Service
Bid No. 1112-10

Bid Price Sheet

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	Loader/roll-off w/operator	HR	$ 159.00	Hour	$145.00
	Watering truck w/operator	HR	$ 159.00	Hour	$145.00
	GPS tree inventory (optional)	Tree Site	$ 3.00		$2.00

CAPISTRANO UNIFIED SCHOOL DISTRICT

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

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JOSEPH M. FARLEY, ED.D.

July 6, 2012

Patrick Mahoney, President
West Coast Arborists, Inc.
2200 E. Via Burton Street
Anaheim, CA 92806

Subject: **Bid No. 1112-10 – Tree Trimming Maintenance Service**

Dear Mr. Mahoney:

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Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to reduce your fees for services by 10% for the renewal period September 27, 2012 through September 26, 2013. A copy of your current contract pricing is enclosed for your review with a column to list your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by July 30, 2012.**

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Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9437.

Sincerely,

Vicki Byers

Vicki Byers
Buyer/Planner, Purchasing

enc.

Capistrano Unified School District

Tree Trimming Maintenance Service
Bid No. 1112-10

Bid Price Sheet

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15	24 inch box tree without root barrier	Per tree	$ 225.00	Per tree	$
16	**ROOT PRUNING**	Linear foot	$ 15.00	Linear foot	$

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Capistrano Unified School District

Tree Trimming Maintenance Service
Bid No. 1112-10

Bid Price Sheet

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	Loader/roll-off w/operator	HR	$ 159.00	Hour	$
	Watering truck w/operator	HR	$ 159.00	Hour	$
	GPS tree inventory (optional)	Tree Site	$ 3.00		$

Company Name _____

AGREEMENT

THIS AGREEMENT, dated September 27, 2011, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "DISTRICT"), and West Coast Arborists, Inc., (hereinafter referred to as "CONTRACTOR").

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

1. CONTRACTOR agrees to complete the Project known as **BID NO. 1112-10, TREE TRIMMING MAINTENANCE 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 Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

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

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

4. The work shall be commenced on or before the seventh (7th) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within **thirty (30)** consecutive calendar days from the date specified in the Notice to Proceed. The initial term of this agreement will 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. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

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

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

(i) Cease operations as directed by DISTRICT in the notice;

(ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and

(iii) Not terminate any insurance provisions required by the Project Documents.

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

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand

made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

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

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

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

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

(a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;

(b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;

(c) any breach of duty, obligation or requirement under the Project Documents;

(d) any failure to coordinate the work of other contractors;

(e) any failure to provide notice to any party as required under the Project Documents;

(f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or

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

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

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

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than	**$1,000,000.00**
and	
Subject to the same limit for each person on account of one accident, in an amount not less than	**$1,000,000.00**
Property Damage Insurance in an amount not less than	**$1,000,000.00**
Course of Construction Insurance without exclusion or limitation in an amount not less than	**$1,000,000.00**

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or

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

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

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

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

11. **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 Patrick Mahoney, whose title is 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.

DISTRICT

By: _____
Signature

Terry Fluent
Print Name

Director, Purchasing
Title

WEST COAST ARBORISTS, INC.

By: _____
Signature

Patrick Mahoney
Print Name

President
Title

366764
Contractor's License No.

95-3250682
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR, if corporation)

Company Name WCA, Inc.

BID FORM

Name of Bidder: West Coast Arborists, Inc.
To: Capistrano Unified School District, acting by and through its Governing Board, herein called the "DISTRICT."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors Form, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Escrow Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Order Forms, Shop Drawing Transmittal Form, all insurance requirements, Guarantee forms, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, drawings, specifications, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Project: Tree Trimming Maintenance Service
Bid No: 1112-10

Company Name WCA, Inc.

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 – Article 48 – Wage Rates, Travel and Subsistence.
- Low bid to be determined by select line items representing the most common District projects at a weighted percentage.
- Line items and weighted percentage used to determine low bid will be provided at the bid opening.

Item #	Description	Unit	Unit Price
	FULL TRIM BASED ON SERVICE OR SPECIAL REQUESTS Trees requiring service to rectify a specific problem such as blocking street lighting or signs, right-of-way clearance for utility lines, or broken limbs will be performed as a "Service Request."		
1	0-6" dbh	Per tree	$ 40.00
2	7"-16" dbh	Per tree	$ 85.00
3	17"-24" dbh	Per tree	$ 185.00
4	25"-36" dbh	Per tree	$ 250.00
4	37" dbh & over	Per tree	$
	PALM TREE TRIMMING		
6	Coco Palm, any size	Per tree	$ 40.00
7	Washingtonia Palm, any size	Per tree	$ 40.00
8	Canary Island Date Palm, any size	Per tree	$ 185.00
	TREE REMOVAL		
9	Complete tree and stump removal	Per dbh	$ 19.00
10	Tree removal only	Per dbh	$ 15.00
11	Stump only removal	Per dbh	$ 8.00
	TREE PLANTING		
12	15 gallon tree with root barrier	Per tree	$ 145.00
13	15 gallon tree without root barrier	Per tree	$ 120.00
14	24 inch box tree	Per tree	$ 255.00
15	24 inch box tree without root barrier	Per tree	$ 225.00
16	**ROOT PRUNING**	Linear foot	$ 15.00

Company Name WCA, Inc.

17	**CREW RENTAL (standard)** Standard maintenance crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper and all necessary saws and hand tools	Per crew hour	$ 159.00
18	**CREW RENTAL (overtime, weekends, holidays)** Standard maintenance crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper and all necessary saws and hand tools.	Per crew hour	$ 159.00
19	**EMERGENCY CREW RENTAL** 3-Person Crew	Per crew hour	$ 159.00
20	**ARBORIST SERVICES** Arborist services provided by the hour as prescribed per the Special Provisions of these Specifications	Per hour	$ 159.00
21	**EQUIPMENT RATES** List additional equipment you have available and the rates for each.		
	Crane w/ Operator	HR.	$ 159.00
	95-Ft. Tower w/ Operator	HR.	$ 159.00
	Loader/ Roll Off w/ Operator	HR.	$ 159.00
	Watering Truck w/ Operator	HR.	$ 159.00
	GPS Tree Inventory (Optional)	Tree Site	$ 3.00

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 this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

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

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within **five (5)** working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on or before the **seventh** (7th) day after receiving the DISTRICT'S Notice to Proceed, and shall be completed by the bidder in the time specified by the DISTRICT.

6. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

7. The name(s) of all persons interested in the bid as principals are as follows:
Patrick Mahoney, Richard Mahoney, Rose Epperson, Mike Mahoney

8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act

(Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The undersigned hereby warrants that the bidder has an appropriate license, License No. 366764, Class C27*, at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by the DISTRICT at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the bid opening.

10. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

11. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.

12. The undersigned hereby warrants that all work shall be completed within the time specified in the purchase order or Notice to Proceed. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of **two hundred dollars ($200.00)** (Government Code Section 53069.85)

13. The required noncollusion affidavit properly notarized is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically nonresponsive.

14. It is understood and agreed that all change order requests must be submitted in the form set forth in the Project Documents and pursuant to Article 59 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 59 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Article 59 of the General Conditions will not be allowed.

15. The Information Required of Bidder form has been fully completed and is attached hereto.

*C61/D49

Company Name WCA, Inc.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: N/A

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

_____

Telephone: _____

****

Partnership Name: N/A

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

_____

Telephone: _____

Other Partner(s): _____

****

Corporation Name: West Coast Arborists, Inc.

(a _____ Corporation[1])

Business Address: 2200 E. Via Burton St.

Anaheim, CA 92806

Telephone: 714-991-1900

Signed by: _____, President, Date: 8/26/11

Print Name: Patrick Mahoney, President

Signed by: _____, Secretary, Date: 8/26/11

Print Name: Richard Mahoney, Secretary

[Seal]

[1] A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Company Name WCA, Inc.

Joint Venturer

Name: N/A

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

_____

Telephone: _____

Other Parties to Joint Venture:

If an individual: N/A
(Name)

Signed by: _____

Print Name: _____

Date: _____

Doing Business as: _____

Business Address: _____

_____

Telephone: _____

If a Partnership: N/A
(Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

_____

Telephone: _____

If a Corporation: N/A
(a _____ Corporation)

Signed By: _____ Date: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

_____

Telephone: _____

REVISED 9-7-12

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of September 10, 2012
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS

Name	Position Title	Reason	Original Hire Date	Date of Separation
1. Atkins, Holly	Inst Asst-Sp Ed	Personal	01/10/2012	08/28/2012
2. Binkerd, Susan	Sub Clerk	Voluntary	07/07/2012	09/05/2012
3. Carse, Barbara	Sub Clerk	Voluntary	06/30/2012	08/31/2012
4. Colello, Michelle	IF-Sp Ed	Relocated	05/16/2011	08/22/2012
5. Dybdahl, Laurie	Student Supvr	Voluntary	10/25/2012	08/27/2012
6. Foster, Lupita	Student Supvr	Other Employment	03/23/2009	06/27/2012
7. Garcia, Erika	Inst Asst-Sp Ed	Other Employment	03/21/2012	08/24/2012
8. Healy, Jan	Literacy Intervention Spec	Voluntary	10/14/2011	08/14/2012
9. Hogbin, Richard	IF-Sp Ed	Retirement	02/23/2005	08/21/2012
10. Johnson, Diana	IF-Sp Ed	Other Employment	02/14/2012	08/20/2012
11. Lohrbach, Michelle	MS Campus Supvr	Layoff	11/29/2010	10/21/2012
12. Marella, Ismini	IF-Sp Ed	Voluntary	09/08/2009	08/22/2012
13. Mattera, Ralph	MS Campus Supvr	Layoff	09/20/2010	10/21/2012
14. Mattes, Joni	HS Campus Supvr	Voluntary	01/12/2004	08/31/2012
15. McDonald, Rachelle	Inst Asst-Sp Ed	Personal	04/19/2011	08/22/2012
16. Metzger, Heather	Student Supvr	Voluntary	03/17/2011	08/17/2012
17. Morales, Roxanne	Student Supvr	Other Employment	10/05/2009	06/21/2012
18. Oerth, Ziva	Inst Asst-Sp Ed	Voluntary	09/13/2011	08/18/2012
19. Potter, Krystal	IF-Sp Ed	Relocation	03/05/2012	08/20/2012
20. Quevedo, Pamela	Inst Asst-Science	Voluntary	02/16/2012	09/06/2012
21. Richey, Debbie	Inst Asst-Presch	Other Employment	11/07/2011	08/21/2012
22. Scholz, Danielle	Inst Asst-Sp Ed	Personal	03/28/2011	08/30/2012
23. Seymour, Deborah	Opportunity Asst	Layoff	09/05/2006	10/21/2012
24. Vela, Janice	IF-Sp Ed	Retirement	09/04/1997	08/16/2012
25. Villa, Jennifer	Inst Asst-Sp Ed	Voluntary	04/26/2012	08/22/2012
26. Villanueva Jr., Ramiro	MS Campus Supvr	Layoff	11/01/2010	10/21/2012
27. Walker, Patricia	Health Asst	Voluntary	10/26/2010	06/21/2012
28. Wall, Mary	Staff Secretary	Retirement	11/17/2003	10/01/2012

APPROVE EMPLOYMENT

Name	Recall from Layoff	Salary	Range Step	Effective Date
29. Giauque, Mark	HS Campus Supvr (9.5mo/17.5hpw)	$16.46 hr	R25-2	09/11/2012
30. Groff, Dana	Presch Resource Teacher (9.5mo/17.5hpw)	$24.38 hr	R33-6	09/11/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of September 10, 2012
Classified Employees

APPROVE EMPLOYMENT (Cont.)

Name	Recall from Layoff	Salary	Range Step	Effective Date
31. Lombardi, Karen	HS Campus Supvr (9.5mo/15hpw)	$16.46 hr	R25-2	09/11/2012
32. Merchant, Susan	HS Campus Supvr (9.5mo/15hpw)	$16.46 hr	R25-2	09/11/2012

Name	Reemploy Laid Off Employee	Salary	Range Step	Effective Date
33. Price, Rosa	IF-Sp Ed (9.5mo/17.5hpw)	$15.28 hr	R22-2	09/11/2012

Name	Position Title	Displacement In Lieu of Layoff	Range Step	Effective Date
34. Davidson, Suzan	Sch Clerk I (10.75mo/17.5hpw)	FS Worker (9.5mo/15hpw)	R14-3	09/05/2012

Name	Position-Substitute	Salary	Range Step	Effective Date
35. Dybdahl, Laurie	Student Supvr	$10.00 hr		08/28/2012
36. Eckhardt, Natasha	Student Supvr	$10.00 hr		09/11/2012
37. Llamas, Teresa	Student Supvr	$10.00 hr		09/11/2012
38. Mattes, Joni	HS Campus Supvr	$15.68 hr	R25-1	09/11/2012
39. McDonald, Rachelle	Inst Asst-Sp Ed	$13.86 hr	R20-1	07/01/2012
40. Rahbar-Tabrizi, Shiva	Student Supvr	$10.00 hr		09/11/2012
41. Scholz, Danielle	Inst Asst-Sp Ed	$13.86 hr	R20-1	09/11/2012
42. Vela, Janice	IF-Sp Ed	$14.56 hr	R22-1	09/11/2012
43. Lohrbach, Michelle	MS Campus Supvr	$14.92 hr	R23-1	10/22/2012
	HS Campus Supvr	$15.68 hr	R25-1	

Name	Position-Short Term	Salary	Effective Date
44. Power, Blair	Student Supvr (9.5mo/15hpw)	$10.00 hr	09/05/2012
45. Reslan, Khadijeh	Student Supvr (9.5mo/10hpw)	$10.00 hr	09/05/2012
46. Samaniego, Catherine	Student Supvr (9.5mo/10hpw)	$10.00 hr	09/05/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of September 10, 2012
Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ $10.00 PER UNIT

Name	Position	Location	Salary	Effective Date
47. Dean, Jillian	Dance/Choreographer	Aliso Niguel HS	$ 5,000.00	09/01/2012-06/30/2013
48. Newhark, Carey	Dance/Choreographer	Aliso Niguel HS	$15,000.00	09/01/2012-06/30/2013
49. Richter, Amber	Volleyball, Asst	Capistrano Valley HS	$ 2,119.00	08/29/2011-11/11/2011
50. Samarasena, Sonali	Dance/Choreographer	Aliso Niguel HS	$ 5,000.00	09/01/2012-06/30/2013
51. Shellhorn, Annette	Color Guard	Aliso Niguel HS	$ 4,800.00	07/01/2012-06/30/2013

APPROVE EMPLOYMENT PENDING CLEARANCES

Name	Position-Part Time	Salary	Range Step	Earliest Effective Date
52. Bhakta, Sapana	LVN (9.5mo/17.5hpw)	$17.74 hr	R30-1	09/11/2012
53. Pavahnejad, Sophie	LVN (9.5mo/17.5hpw)	$17.74 hr	R30-1	09/11/2012
54. Robinson, Khara	LVN (9.5mo/17.5hpw)	$17.74 hr	R30-1	09/11/2012
55. Sanchez, Christine	LVN (9.5mo/17.5hpw)	$17.74 hr	R30-1	09/11/2012

APPROVE PROMOTION

Name	Former Position	Promotion	Range Step	Effective Date
56. Harris, Heidi	Sch Bus Driver (9.5mo/40hpw)	State Cert Instructor (Temp/40hpw)	R30-20	08/20/2012-11/30/2012
57. Schuck, Carol	Sch Clerk I (10mo/17.5hpw)	Sch Clerk II (Temp/17.5hpw)	R25-20	09/11/2012-10/19/2012
58. Hubber, Charlene	Transp Dispatcher (12mo/40hpw)	Mgr III, Transp (Temp/40hpw)	R44-1	09/05/2012-09/26/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of September 10, 2012
Classified Employees

APPROVE ASSIGNMENT ADJUSTMENTS

Name	Former Position	Assignment Adjustment	Range Step	Effective Date
59. Danna, Angela	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/32.5hpw)	R22-2	09/11/2012
60. Duhn, Amy	Student Supvr (9.5mo/10hpw)	Student Supvr (9.5mo/10.8hpw)		09/05/2012
61. Goette, Jessica	IF- Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/32.5hpw)	R22-1	09/11/2012
62. Kibic, Gilda	Student Supvr (9.5mo/9hpw)	Student Supvr (9.5mo/10hpw)		09/05/2012
63. Liegler, Hilary	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/25hpw)	R22-3	09/11/2012
64. Simpson, Jenny	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/32.5hpw)	R22-1	09/11/2012
65. Vannatta, Olivia	Student Supvr (9.5mo/15hpw)	Student Supvr (9.5mo/10hpw)		09/05/2012
66. White, Mary	Student Supvr (9.5mo/9.5hpw)	Student Supvr (9.5mo/10hpw)		09/05/2012

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT

Name	Additional Assignment	Range Step	Effective Date
67. Garcia De La Vega, Belen	Inst Asst-Presch NTE 70 hrs (Attend monthly meetings)	R20-2	09/05/2012-06/30/2013
68. Hayes, Alejandra	Inst Asst-Presch NTE 70 hrs (Attend monthly meetings)	R20-2	09/05/2012-06/30/2013
69. Velasco, Mirozlava	Inst Asst-Presch NTE 70 hrs (Attend monthly meetings)	R20-4	09/05/2012-06/30/2013

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT PAY AT REGULAR RATE OF PAY

Name	Additional Assignment	Effective Date
70. Azzollini, Cheryl	Inst Asst-Presch NTE 70 hrs (Attend monthly meetings)	09/05/2012-06/30/2013
71. Bella, Martha	Inst Asst-Presch NTE 70 hrs (Attend monthly meetings)	09/05/2012-06/30/2013
72. Bott, Christine	Inst Asst-Presch NTE 70 hrs (Attend monthly meetings)	09/05/2012-06/30/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of September 10, 2012
Classified Employees

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)

Name	Additional Assignment	Effective Date
73. Chang, Constance	Inst Asst-Presch	09/05/2012-
	NTE 70 hrs (Attend monthly meetings)	06/30/2013
74. Diaz, Margarita	Inst Asst-Presch	09/05/2012-
	NTE 70 hrs (Attend monthly meetings)	06/30/2013
75. Dix, Sonja	Inst Asst-Presch	09/05/2012-
	NTE 70 hrs (Attend monthly meetings)	06/30/2013
76. Engle, Rachel	Inst Asst-Presch	09/05/2012-
	NTE 70 hrs (Attend monthly meetings)	06/30/2013
77. Espinosa, Rita	Inst Asst-Presch	09/05/2012-
	NTE 70 hrs (Attend monthly meetings)	06/30/2013
78. Fuentes, Tara	Inst Asst-Presch	09/05/2012-
	NTE 70 hrs (Attend monthly meetings)	06/30/2013
79. Gammell, Diana	Inst Asst-Presch	09/05/2012-
	NTE 70 hrs (Attend monthly meetings)	06/30/2013
80. Hagen, Kari	Inst Asst-Presch	09/05/2012-
	NTE 70 hrs (Attend monthly meetings)	06/30/2013
81. Jessen, Monica	Inst Asst-Presch	09/05/2012-
	NTE 70 hrs (Attend monthly meetings)	06/30/2013
82. Levin, Ana	Inst Asst-Presch	09/05/2012-
	NTE 70 hrs (Attend monthly meetings)	06/30/2013
83. Levy, Barbara	Inst Asst-Presch	09/05/2012-
	NTE 70 hrs (Attend monthly meetings)	06/30/2013
84. Lowe, Debbie	Inst Asst-Presch	09/05/2012-
	NTE 70 hrs (Attend monthly meetings)	06/30/2013
85. Luna, Evette	Inst Asst-Presch	09/05/2012-
	NTE 70 hrs (Attend monthly meetings)	06/30/2013
86. McKeown, Sheray	Inst Asst-Presch	09/05/2012-
	NTE 70 hrs (Attend monthly meetings)	06/30/2013
87. Mendoza, Rosa	Inst Asst-Presch	09/05/2012-
	NTE 70 hrs (Attend monthly meetings)	06/30/2013
88. Oldenburg, Amy	Inst Asst-Presch	09/05/2012-
	NTE 70 hrs (Attend monthly meetings)	06/30/2013
89. Palacios, Cinthia	Inst Asst-Presch	09/05/2012-
	NTE 70 hrs (Attend monthly meetings)	06/30/2013
90. Parra, Jacqueline	Inst Asst-Presch	09/05/2012-
	NTE 70 hrs (Attend monthly meetings)	06/30/2013
91. Perez, Aleida	Blngl Comm Svcs Liaison	09/03/2012-
	NTE 74 hrs (Assist with resources for homeless students)	06/30/2013

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APPROVE TEMPORARY ADDITIONAL ASSIGNMENT PAY AT REGULAR RATE OF PAY (Cont.)

Name	Additional Assignment	Effective Date
92. Qadeer, Shagufta	Inst Asst-Presch NTE 70 hrs (Attend monthly meetings)	09/05/2012- 06/30/2013
93. Reyna, Jasmine	Inst Asst-Presch NTE 70 hrs (Attend monthly meetings)	09/05/2012- 06/30/2013
94. Romero, Ivet	Inst Asst-Presch NTE 70 hrs (Attend monthly meetings)	09/05/2012- 06/30/2013
95. Sanvictores, Eileen	Inst Asst-Presch NTE 70 hrs (Attend monthly meetings)	09/05/2012- 06/30/2013
96. Taczli, Angela	Inst Asst-Presch NTE 70 hrs (Attend monthly meetings)	09/05/2012- 06/30/2013
97. Vazquez, Obdulia	Blngl Comm Svcs Liaison NTE 25 hrs (Translate GED test instructions for the teacher)	09/14/2012- 06/20/2013
98. Verdugo, Annie	Blngl Inst Asst NTE 50 hrs (Assist with CELDT)	08/10/2012- 09/30/2012
99. Vilar, Sarah	Inst Asst-Presch NTE 70 hrs (Attend monthly meetings)	09/05/2012- 06/30/2013
100. Villella, Janet	Inst Asst-Presch NTE 70 hrs (Attend monthly meetings)	09/05/2012- 06/30/2013
101. Villemaire, Lynne	Inst Asst-Presch NTE 70 hrs (Attend monthly meetings)	09/05/2012- 06/30/2013
102. Wessman, Adriana	Inst Asst-Presch NTE 70 hrs (Attend monthly meetings)	09/05/2012- 06/30/2013

APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED FOR VACANT POSITION OR ABSENT EMPLOYEE

Name	Current Position	Position Sub As Needed	Range Step	Effective Date
103. Brown, Kevin	MS Campus Supvr (9.5mo/17.5hpw)	Student Supvr		09/05/2012
104. Casarrubias-Quinn, Olivia	Presch Teacher (9.5mo/30hpw)	Blngl Clerk	R25-10	07/01/2012- 09/06/2012
105. Kerr, Myriam	Blngl Inst Asst-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-20	09/05/2012- 06/11/2013
106. Soto, Marta	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Blngl Inst Asst-Sp Ed	R22-6	09/05/2012- 06/11/2013
107. Werner, Marie	Elem Library Tech (9.5mo/17.5hpw)	HS Library Media Tech	R28-5	08/15/2012- 09/05/2012

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APPROVE SUMMER EMPLOYMENT
PAY AT REGULAR RATE OF PAY

Name	Position	Effective Date
108. Bacopulos, Amanda	Sub IF-Sp Ed	07/01/2012-07/27/2012
109. Bohn, Julia	Sub IF-Sp Ed	07/01/2012-07/27/2012
110. Heiden, Patricia	Sub IF-Sp Ed	07/01/2012-07/27/2012
111. Hobgin, Richard	IF-Sp Ed	07/01/2012-07/30/2012
112. Keyte, Gabrielle	Sub IF-Sp Ed	07/01/2012-07/27/2012
113. O'Steen, Linda	Sub IF-Sp Ed	07/01/2012-07/27/2012

REVISED 9-7-12

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of September 10, 2012
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ACCEPT RESIGNATIONS/TERMINATIONS

Name	Position Title	Reason	Original Hire Date	Date of Separation
1. Gwyn Margaret	Principal-Elem	Personal	09/03/1996	07/19/2012
2. Harp, Elise	Substitute Teacher	Voluntary	10/11/2011	06/30/2012
3. Kernan, Amy	Assistant Principal-MS	Other Employment	01/03/2011	08/31/2012
4. Last, Erin	Substitute Teacher	Voluntary	09/07/2011	08/20/2012
5. Lyons, Erica	Substitute Teacher	District Initiated	06/28/2011	06/30/2012
6. Mansfield, Teri	Teacher	Other Employment	09/09/1998	08/27/2012
7. Marks, Barbara	Teacher	Retirement	12/05/1996	08/24/2012
8. Meza, Nicole	Substitute Teacher	Voluntary	09/03/2009	08/20/2012
9. Primer, Marina	Substitute Teacher	Other Employment	01/13/2011	08/29/2012
10. Regan, Alison	Substitute Teacher	Voluntary	08/20/2004	06/30/2012
11. Smithson, Marion	Substitute Teacher	Other Employment	05/15/2012	06/30/2012
12. Vanmansart, Patricia	Substitute Teacher	Other Employment	03/28/2007	06/30/2012

Name	1st Year Temporary	Annual Salary	Column/ Step	Effective Date
13. Barnett, Laura	Teacher	$61,121	C-5	09/05/2012
14. Ortiz, Ashley	Teacher	$48,312	A-1	09/04/2012
15. Sampson, Audra	Teacher	$50,728	B-1	09/06/2012
16. Talley, Robert	Teacher	$48,312	A-1	09/04/2012
17. Thomas, Kogee	Teacher-20%	$48,312	A-1	09/04/2012

Name	1st Year Probationary	Annual Salary	Column/ Step	Effective Date
18. Dykes, Jody	Teacher	$59,054	C-4	09/04/2012
19. Nguyen, Dang	Teacher	$52,503	B-1	09/17/2012
20. Pearce, Deanna	Teacher	$64,541	B-8	09/06/2012

APPROVE SUBSTITUTE TEACHERS

Pay @ $90.00 per day

21. Alexander, Michele
22. Gevairgian, Dara
23. Johnson, Jamie
24. Lascelles, Brandon
25. Madrid, Ann
26. Miller, Matthew
27. Powell, Christopher
28. Records, Lynn

CAPISTRANO UNIFIED SCHOOL DISTRICT
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APPROVE 6/5ths ASSIGNMENT 1st SEMESTER

29. Botelho, Margo**
30. Fermin, Cara**
31. Forster, Glenn**
32. Gammel, Mark**
33. Hwang, Polly**
34. Skinner, Phillip**
35. Wallace, Tiffany**
36. Wingen, Tammie**

* Special Education Teacher
** Not enough courses to hire an additional teacher (sections are within the site's staffing allocation)

APPROVE SPECIAL EDUCATION 6/5ths ASSIGNMENT-FULL YEAR

37. Farrier, Amy*
38. Styles, Karen*

* Special Education Teacher

APPROVE ASSIGNMENT ADJUSTMENT

Name	Previous Assignment	New Assignment	Effective Date
39. Backman, Lhonda	Teacher-100%	Teacher-80%	07/01/2012
40. Balducci, Elizabeth	Teacher-80%	Teacher-100%	07/01/2012
41. Brooks, Kimberly	Partnership-50%	Teacher-100%	07/01/2012
42. Carter, Robbin	Teacher-80%	Teacher-100%	07/01/2012
43. Chipman, Nancy	Teacher-100%	Teacher-80%	07/01/2012
44. Eberhart, Janis	Teacher-50%	Teacher-100%	07/01/2012
45. Gerbosi, Robert	Teacher-60%	Teacher-100%	07/01/2012
46. Grondahl, Rebecca	Teacher-40%	Teacher-60%	07/01/2012
47. Klein, Aryn	Teacher-60%	Teacher-80%	07/01/2012
48. Lindberg, Erica	Teacher-100%	Teacher-80%	07/01/2012
49. Marrinan-Ahmer, Kathryn	Teacher-60%	Teacher-80%	07/01/2012
50. Mickelson, Lyndsey	Teacher-100%	Teacher-60%	07/01/2012
51. Morris, Jennifer	Teacher-80%	Teacher-100%	07/01/2012
52. Nicolai, Leah	Teacher-100%	Teacher-80%	07/01/2012
53. Rippe, Diane	Teacher-100%	Teacher-80%	07/01/2012
54. Rose, Stephany	Partnership-60%	Teacher-100%	07/01/2012
55. Schroeder, Joanne	Teacher-80%	Teacher-100%	07/01/2012
56. Sileci-Forney, Gina	Partnership-50%	Teacher-100%	07/01/2012
57. Williams, Margaret	Partnership-50%	Teacher-100%	07/01/2012

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APPROVE SUMMER SCHOOL

Medical Support – Health Services
Not to exceed 18 hours pay @ hourly per diem rate
07/23/2012-07/27/2012

58. Karolys, Andrea
59. Malone, Julee

Not to exceed 120 hours pay @ hourly per diem rate
06/25/2012-07/27/2012

60. Kellman, Kathleen

Extended School Year – Special Education
Not to exceed 4 hours instructional pay @ $35.00 per hour
06/29/2012-07/20/2012

61. Pinkerton, Daniel

Extended School Year Substitute Teachers – Special Education
As needed pay @ $18.00 per hour
07/01/2012-07/27/2012

62. Afrouzeh, Golnaz
63. Bolla, Brenda
64. Deller, Sunae
65. Ferber, Marilyn
66. Nico, Robert
67. Stratford, Diana

APPROVE ADDITIONAL ASSIGNMENTS

DIBELS Assessment in Preparation for Upcoming Kindergarten Assignments – Del Obispo Elem
Not to exceed 10 hours instructional pay @ $35.00 per hour
08/13/2012-09/05/2012

68. Currie, Catherine
69. Ettinger, Stephanie
70. Ledri, Claudia

Grade Level Lead – San Juan Elem
Not to exceed 20 hours non-instructional pay @ $30.00 per hour
09/05/2012-06/14/2013

71. Garcia-Serrato, Martha
72. Gonzalez, Joann
73. Hamidi, Luz
74. Sandoval, Rocio
75. Tawil, Gracie
76. Ward, Yesenia

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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Partnership Academy – Dana Hills HS
Not to exceed 10 hours instructional pay @ $35.00 per hour
Not to exceed 40 hours non-instructional pay @ $30.00 per hour
02/05/2012-06/27/2012

77. Garcia, Jeri
78. Slocum, Nicole
79. Stinson, Rick
80. Wingen, Tamarah

Substitute in the ESL Program – Adult Education
Not to exceed 19.5 hpw @ $29.00 per hour
09/05/2012-06/20/2013

81. Busick, Elizabeth
82. Chambers, Wyatt
83. De La Rosa, Don
84. Garcia, Gonzalo
85. Hakimi, Neely
86. Houston, Karen
87. Lively, Brian

Teach in the ESL Program – Adult Education
Not to exceed 19.5 hpw @ $32.00 per hour
09/05/2012-06/20/2013

88. Anderson, Christina
89. Bogusiewicz, Kelley
90. Cooney, Bill
91. Daggett, Georgette
92. Legome, Karen
93. Lu, Jenni
94. Thomas, Meredith

Not to exceed 29.5 hpw @ $32.00 per hour
09/05/2012-06/20/2013

95. Corrales, Javier
96. Ibbotson, Jill

Teach in the HSD/GED Department – Adult Education
Not to exceed 19.5 hpw @ $32.00 per hour
09/05/2012-06/20/2013

97. Ambrosini, Linda

Not to exceed 29.5 hpw @ $32.00 per hour
09/05/2012-06/20/2013

98. Dempsey, Patrice
99. McPhillips, Nancy

Teach in the Parent and Me Program – Adult Education
Not to exceed 19.5 hpw @ $32.00 per hour
09/05/2012-06/20/2013

100. Arman, Carrie
101. Klein, Ann
102. Marcot, Wendy
103. McCartney, Kristen
104. Moe, Lori
105. Peviani, Pattie
106. Weller, Debra

CAPISTRANO UNIFIED SCHOOL DISTRICT
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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Teach in the VOC Ed Program – Adult Education
Not to exceed 19.5 hpw @ $32.00 per hour
09/05/2012-06/20/2013

107. Corrales, Javier
108. Costa, Ross
109. Easley, Mary Ann
110. Istrate, Lavinia
111. Klein, Ann
112. Lawson, Walt
113. Luttrell, John
114. Miertschin, Lauren
115. Vartanian, Laurie

Assist in Preparing Curriculum – California Preparatory Academy
Not to exceed 75 hours non-instructional pay @ $30.00 per hour
08/02/2012-09/04/2012

116. Hribar, Natalie

Indian Education Parent Meetings/Family Nights – Education Services
Not to exceed 80 hours non-instructional pay @ $30.00 per hour
09/01/2012-06/11/2013

117. Thomas, Kogee

ELD Advisor – English Learner Services
Not to exceed 15 hours non-instructional pay @ $30.00 per hour
09/01/2011-06/30/2012

118. Lane, Luann

Mandarin Document Translations – English Learner Services
Not to exceed 10 hours non-instructional pay @ $30.00 per hour
08/09/2012-08/30/2012

119. Loh, Nicole

Attend Capistrano Autism Training Classes – Special Education
Not to exceed 23.5 hours non-instructional pay @ $30.00 per hour
07/16/2012-08/02/2012

120. Bennett, Erin
121. Sandvig, Jennifer

APPROVE CO-CURRICULAR ASSIGNMENTS

Name	Position	Location	Salary	Effective Date
122. Harvey, Lauren	Music, Elementary	Multiple Sites	$2,174.00	02/04/2012-06/20/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
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APPROVE ASB FUNDED ASSIGNMENTS @ $10.00 PER UNIT

Name	Position	Location	Salary	Effective Date
123. Choi, Yeon	Band, Marching HS	Aliso Niguel HS	$ 600.00	08/01/2012-08/31/2012

APPROVE LEAVES OF ABSENCE

Name	Reason	Effective Date
124. Landers, Laura	Personal	2012-2013

Williams Settlement Legislation
Fourth Quarter Teacher Monitoring Recap
Capistrano Unified School District
Fiscal Year 2011 - 2012

Prepared by the Orange County Department of Education

School	Teacher Misassignments[1]	English Language Learner Misassignments[2]	Teacher Vacancies[3]	Teacher Vacancies Filled
Kinoshita Elementary	0	0	0	0
San Juan Elementary	0	0	0	0

[1] The California Commission on Teacher Credentialing (CCTC) considers it a misassignment when a teacher lacks the proper subject-matter authorization, a proper teaching credential, or the appropriate authorization or credential to teach English Learners if one or more English Learners are assigned to the class. The Williams Settlement Legislation requires that county superintendents report to the CCTC the number of English Learner related misassignments involving classes in which 20% or more of the students are English Learners.

[2] English Language Learner (ELL) misassignments occur if the teacher was lacking the appropriate authorization and training to teach ELL and 20% or more of the students were English Language Learners.

[3] A teacher vacancy occurs if 20 working days after school begins for the semester, a single designated teacher has still not been assigned to teach the class for the entire year or semester [Education Code 35186(h)(3) and California Code of Regulations Title 5 4600(b)].

Respectfully submitted,

Ellin Chariton
Executive Director, School and Community Services

7/25/12
Date

EXHIBIT 27