

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

**REVISED**  
7-23-12

BOARD OF TRUSTEES  
Regular Meeting

July 25, 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. LIABILITY CLAIM**

**EXHIBIT 3A**

Name of Claimant: Elke Lopez  
Agency Claimed Against: Capistrano Unified School District  
(Pursuant to Government Code §54956.95{a})

**B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

**EXHIBIT 3B**

Number of Cases – One  
Office of Administrative Hearings Case No. 2012030072/2012051009  
(Pursuant to Government Code §54956.9{a})

**C. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**

**EXHIBIT 3C**

Executive Director, Secondary Schools, Adult and Alternative Ed. Programs  
(Pursuant to Government Code §54957)

**D. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

**EXHIBIT 3D**

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. 2012-2013 BUDGET DISCUSSION:**

This agenda item presents an opportunity for the Board of Trustees to bring forward questions and/or concerns regarding the 2012-2013 budget.

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

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

INFORMATION/  
DISCUSSION/  
Page 1  
**EXHIBIT 1**

#### **Staff Recommendation**

It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services. This is an information item and no Board action is necessary.

#### **CONSENT CALENDAR**

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

#### **GENERAL FUNCTIONS**

**2. SCHOOL BOARD MINUTES:**

Approval of the minutes of the July 9, 2012, regular Board meeting.

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

Page 3  
**EXHIBIT 2**

## **CURRICULUM & INSTRUCTION**

### **3. RESOLUTION NO: 1213-01, ACCEPTANCE OF 2012-2013 CALIFORNIA STATE FUNDED PRESCHOOL CONTRACT:**

Approval of Resolution No. 1213-01, acceptance of 2012-2013 California State Funded Preschool Contract. Each year the Capistrano Unified School District applies for and receives a contract through the California Department of Education Child Development Division for the continued funding of preschool services. State preschools are a comprehensive developmental program for three to five-year-old children from low-income families. The program emphasizes parent education and involvement. In addition to preschool education activities, other components include health, nutrition, social services, and staff development. The state funded preschool contract provides a maximum reimbursable amount of \$2,186,487 for a minimum of 180 days of operation during the 2012-2013 school year. There is no adverse impact on the general fund.

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

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

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**EXHIBIT 3**

## **BUSINESS & SUPPORT SERVICES**

### **4. PURCHASE ORDERS, COMMERCIAL WARRANTS, AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS:**

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 \$20,728,158.40; the commercial warrants total \$10,460,956.33. 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*

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**EXHIBIT 4**

### **5. DONATION OF FUNDS AND EQUIPMENT:**

A number of gifts have been donated to the District, including \$223,005.29 in cash. These funds will be deposited in the appropriate school accounts. Items other than cash gifts have no financial impact on the budget. The District does not guarantee maintenance of those items or the expenditure of any District funds for their continued use.

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

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

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**EXHIBIT 5**

### **6. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION AGREEMENTS:**

Approval of the ratification of special education Informal Dispute Resolution agreement case #045712, #056412, #66812, and #123611. Due to the confidential nature of the agreements supporting information is provided to Trustees under separate cover.

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

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

### **7. SPECIAL EDUCATION SETTLEMENT AGREEMENT:**

Approval of the ratification of special education settlement agreement #2012020831. 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*

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

Page 47  
**EXHIBIT 8**

Approval 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 \$287,500.

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

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

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

**9. RATIFICATION OF CHANGE ORDER #5 – BID NO. 1011-15, SAN JUAN HILLS HIGH SCHOOL STADIUM PHASE II:**

Page 59  
**EXHIBIT 9**

Approval of the ratification of change order #5 related to the construction of the stadium at San Juan Hills High School. In a previous action, the Board of Trustees delegated to the Superintendent the authority to approve work orders changing the cost of construction contracts, provided the cost does not exceed \$25,000 per individual work order. This change order aggregates various work orders that may consist of additions, deletions, or other revisions that are now being presented to the Board of Trustees for ratification. All such changes in the work are performed under applicable conditions of the change in contract documents. The approved work orders and the resulting change order are shown in the exhibit. The original contract sum was \$1,640,000. The new contract sum including change order #5 is \$1,739,730.20.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

**10. RATIFICATION OF CHANGE ORDERS #9 AND #10 – BID NO. 1011-11, CAPISTRANO VALLEY HIGH SCHOOL PERFORMING ARTS THEATER:**

Page 71  
**EXHIBIT 10**

Approval of the ratification of change orders #9 and #10 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 orders #9 and #10 is \$12,265,602.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

**11. FINAL ACCEPTANCE AND FILING OF NOTICE OF COMPLETION FOR BID NO. 1011-15, SAN JUAN HILLS HIGH SCHOOL STADIUM PHASE II – OHNO CONSTRUCTION COMPANY:**

Page 169  
**EXHIBIT 11**

Approval of the final acceptance and filing of the Notice of Completion for the construction of the stadium at San Juan Hills High School. On September 26, 2011, the Board of Trustees awarded Bid No. 1011-15, San Juan Hills High School Stadium Phase II to Ohno Construction Company. 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 June 27, 2012, as shown in the attached exhibit.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

12. **EXTENSION OF SCHOOL BUS SERVICE AGREEMENT BETWEEN JSERRA CATHOLIC HIGH SCHOOL:** Page 171  
**EXHIBIT 12**  
Approval of the Extension of School Bus Service Agreement No. C1011065 with JSERRA Catholic High School. Through this agreement, the District provides inspections, maintenance, repair, school bus driver training, and bus rental services. The District will offer services at the rates indicated in the agreement. The income received from this agreement provides a positive revenue stream into the District's general fund to offset a portion of the Transportation Department's encroachment.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
13. **SCHOOL BUS SERVICE AGREEMENT BETWEEN ANNELIESE'S SCHOOLS:** Page 185  
**EXHIBIT 13**  
Approval of a School Bus Service Agreement No. 1213100 with Anneliese's Schools. Through this agreement, the District provides inspections, maintenance, repair, and school bus driver training services. The District will offer services at the rates indicated in the agreement. The income received from this agreement provides a positive revenue stream into the District's general fund to offset a portion of the Transportation Department's encroachment.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
14. **MEMORANDUM OF UNDERSTANDING BETWEEN THE DISTRICT AND SANTA ANA UNIFIED SCHOOL DISTRICT:** Page 193  
**EXHIBIT 14**  
Approval of the Memorandum of Understanding (MOU) between the District and Santa Ana Unified School District (SAUSD) to provide special education Deaf and Hard of Hearing programs and services for District students referred by their Individualized Education Program (IEP) team. SAUSD provides specialized programs for Deaf or Hard of Hearing students in grades K – 6 who require a more intensive special education placement. Currently, the District has no students in the SAUSD program, but the approval of the MOU allows the District to place students as determined by the IEP team. Estimated cost per student is \$35,438. Annual expenditures under this agreement are limited to \$40,000, paid by special education funds.  
*CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment*  
*Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations*
15. **ADDENDUM TO SERVICE AGREEMENT, COX BUSINESS:** Page 199  
**EXHIBIT 15**  
Approval of addendum to Service Agreement No. 457852-01 for data services provided by Cox Business. The District has chosen to upgrade the data services to increase speed and extend the contract through June 30, 2016. Monthly expenditures are limited to \$63,280, pre-discounts, paid by the general fund.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
16. **GOVERNMENT CLAIM 12-04725 JW:**  
Denial of Claim 12-04725 JW filed against the District. Staff will follow up with appropriate action. This agenda item pertains to a claim filed against the District by Attorney Gregory G. Rizio on behalf of a minor student. The claim alleges the District should be held responsible for an incident that occurred on February 3, 2012. It is the recommendation of the District's liability claims administrator to deny this claim based on the investigation of the events at this time and to set the statute of limitations. Denial of this claim does not have any financial implications on the general fund. This action establishes procedural timelines.  
*CUSD Strategic Plan Pillar 5: Effective Operations.*  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services*

**17. GOVERNMENT CLAIM 12-04773 JW:**

Denial of Claim 12-04773 JW filed against the District. This agenda item pertains to a claim filed against the District by temporary contracted employee, Kimberly Brooks, on July 3, 2012. Ms. Brooks is claiming a compensable injury. Staff will follow up with appropriate action. Denial of this claim does not have any financial implications on the general fund. This action establishes procedural timelines.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

**18. GOVERNMENT CLAIM 12-04728 DP:**

Denial of Claim 12-04728 DP filed against the District. Staff will follow up with appropriate action. This agenda item pertains to a claim filed against the District by Carolyn Hwang on behalf of a minor student. On January 11, 2012, at Newhart Middle School, the student sustained an injury to his eyebrow and forehead when he ran into a gate while running on a prescribed course during PE. Denial of this claim does not have any financial implications on the general fund. This action establishes procedural timelines.

*CUSD Strategic Plan Pillar 5: Effective Operations.*

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

**19. AWARD BID NO. 1213-03, PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICES, P & R PAPER SUPPLY COMPANY:**

Approval of the award of bid No. 1213-03 for paper and plastic products to P & R Paper Supply Company. On May 14, 2012, the Board of Trustees authorized staff to advertise for bids for paper and plastic products. Six bids were received and opened on June 12, 2012. The bid is awarded on an all-or-nothing basis to the single low bidder meeting all of the terms and specifications. P&R Paper Supply Company offered the greatest number of items at the lowest prices and is the lowest overall bidder. The initial contract term is July 26, 2012, through June 30, 2013, and may be extended by mutual agreement, and upon Board approval, for a renewal term not to exceed two additional one-year periods. Annual expenditures under this contract are limited to \$208,000, funded by Food and Nutrition Services.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

**20. AWARD RFQ NO. 3-1213, MASS NOTIFICATION SYSTEM, SCHOOLMESSENGER, RELIANCE COMMUNICATIONS, LLC:**

Approval of the award of RFQ No. 3-1213, Mass Notification System to SchoolMessenger by Reliance Communications, LLC. On May 14, 2012, the Board of Trustees authorized staff to solicit proposals for a mass notification system. The District received three proposals. The proposals were evaluated by staff based on the selection criteria and adherence to submittal requirements. SchoolMessenger by Reliance Communications, LLC was selected for the District's mass notification system consultant based on the evaluation of the firm's qualifications, years of experience, competence in relative experience, and costs. SchoolMessenger's presentation and proposal clearly demonstrated experience, knowledge, and a proven track record to deliver millions of important messages via phone, text, and e-mail to our community. With their robust infrastructure, innovative use of technologies and social media, as well as the simple interface for message creation, SchoolMessenger will support the District in its ability to generate m million messages annually with great reliability and efficiency. Annual expenditures under this contract are limited to \$75,000, funded by the School and Library Improvement Block Grant. The evaluation criteria and consultant rating sheets are available in the Purchasing Department for review. For more information, please contact Terry Fluent, Director, Purchasing, at (949) 234-9436.

*CUSD Strategic Plan Pillar 1: Community Relations*

*CUSD Strategic Plan Pillar 4: Safe & Healthy Schools*

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

## PERSONNEL SERVICES

21. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:** Page 237  
**EXHIBIT 21**  
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*
22. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:** Page 249  
**EXHIBIT 22**  
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*
23. **RECOMMENDATION OF EMPLOYMENT AGREEMENT WITH THE CAPISTRANO UNIFIED MANAGEMENT ASSOCIATION FOR JULY 1, 2012, THROUGH JUNE 30, 2013:** Page 253  
**EXHIBIT 23**  
Approval of the employment agreement with the Capistrano Unified Management Association (CUMA). The purpose of this agenda item is to seek approval of the employment agreement between the District and CUMA. The total estimated fiscal impact of this agreement is an estimated savings to the District of approximately \$3.3 million for the 2012-2013 fiscal year, which represents CUMA's portion of targeted budget reductions.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services*
24. **RECOMMENDATION OF FIRST AMENDMENT TO EMPLOYMENT AGREEMENT – DISTRICT SUPERINTENDENT JULY 1, 2012, THROUGH JUNE 30, 2013:** Page 255  
**EXHIBIT 24**  
Approval of a first amendment to the employment agreement between the District and the Superintendent. The total fiscal impact of this agreement is an estimated savings to the District of approximately \$22,110 for the 2012-2013 fiscal year. This agreement aligns with CUMA and provides targeted budget reductions.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services*
25. **RECOMMENDATION OF FIRST AMENDMENT TO EMPLOYMENT AGREEMENT – DEPUTY SUPERINTENDENT, BUSINESS SERVICES JULY 1, 2012, THROUGH JUNE 30, 2013:** Page 257  
**EXHIBIT 25**  
Approval of a first amendment to the employment agreement between the District and the Deputy Superintendent, Business Services. The total fiscal impact of this agreement is an estimated savings to the District of approximately \$15,356 for the 2012-2013 fiscal year. This agreement aligns with CUMA and provides targeted budget reductions.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services*
26. ~~**EMPLOYMENT CONTRACT – INTERIM DIRECTOR V, INFORMAL DISPUTE RESOLUTION SPECIALIST:**~~ Page 259  
~~**EXHIBIT 26**~~  
~~Approval of an employment contract on an interim basis to provide direct oversight of all major aspects of federal/state compliance with special education programs from July 26, 2012, through December 31, 2012, during the recruitment process.~~  
~~*CUSD Strategic Plan Pillar 5: Effective Operations*~~  
~~*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services*~~

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**27. EMPLOYMENT CONTRACT – INTERIM DIRECTOR III, TRANSITION PROGRAMS:**

Page 263  
**EXHIBIT 27**

Approval of an employment contract on an interim basis to provide supervision of adult transition special education program services from July 26, 2012, through December 31, 2012, during the recruitment process.

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

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

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

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

ROLL CALL:

Trustee Addonizio \_\_\_\_\_

Trustee Bryson \_\_\_\_\_

Trustee Alpay \_\_\_\_\_

Trustee Hatton \_\_\_\_\_

Trustee Brick \_\_\_\_\_

Trustee Palazzo \_\_\_\_\_

Trustee Pritchard \_\_\_\_\_

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

**ADJOURNMENT**

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

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

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS MONDAY, AUGUST 20, 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](http://www.capousd.org)



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

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

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

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

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

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

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

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

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

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

### REASONABLE ACCOMMODATION

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

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

July 25, 2012

**2012-2013 BUDGET DISCUSSION**

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**BACKGROUND INFORMATION**

Trustee Addonizio requested that this item be presented to address a list of budget related questions that she prepared. Staff will address the questions, and others that the Board may have, during the discussion of this item.

The following information summarizes Trustee Addonizio's questions and staff responses to those questions:

1. Why is the District including a Cost of Living Adjustment (COLA) of 3.24 percent in a revenue calculation when the likelihood of receiving the funds is minimal and the Orange County Department of Education has advised against putting the COLA in a revenue calculation?

**This is a standard protocol because the budget reporting forms include required entries for the COLA, and its subsequent removal as a deficit income source.**

**For the next two years of the multi-year projection, the COLA is added, as well as projected ADA. School Services of California projects COLA based on state information. When it is uncertain that COLA will be funded, and the Orange County Office of Education recommends that districts not include it, the District removes the COLA from the calculation. This was the case for 2013-2014 on the multi-year projection as indicated in the Board meeting. In the 2013-2014 budget projection the District has assumed no funded COLA. The following slides show the assumptions for the budget year and two projected years and indicate no COLA for 2012-2013 and 2013-2014.**

## Major Assumptions

### • Current Year 2012-2013

- Average Daily Attendance (ADA) based on 2011-2012 P2 ADA.
- Cost-of-living adjustment (COLA) **+3.24 % (actual funded 0%)**
- Deficit factor increases to 22.272% which offsets COLA increase.
- Continued Use of State flexibility
- Final use of Federal Jobs Act funds (must be used by Sept. 30, 2012)
- Staffing according to formula. Adjusted based on actual enrollment.
- Implementation of collective bargaining agreements in place.



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## Major Assumptions

### • Forecast Years 2013-2014 and 2014-2015

- ADA based on prior years due to declining enrollment.
- Projected funded COLAs:
  - 2013-2014 **+2.5% (OCDE recommends districts use 0%)**
  - 2014-2015 **+2.7% ??**
- Use of State flexibility continued
- One time Federal funds exhausted
- Return to 180 day school year
- Changes to compensation per negotiated agreements
- Step and Column increases based on negotiated agreements
- No other increases in salaries or benefits



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2. What is the District plan if it does not receive the funds it was advised against using in the first place?

**As stated in the response to question one, the COLA is not included in the adopted budget for 2012-2013 or in the first year of the projection for 2013-2014.**

3. Why was the District one of 18 school districts to apply for a waiver of the deferral of state income to meet June payroll obligations?

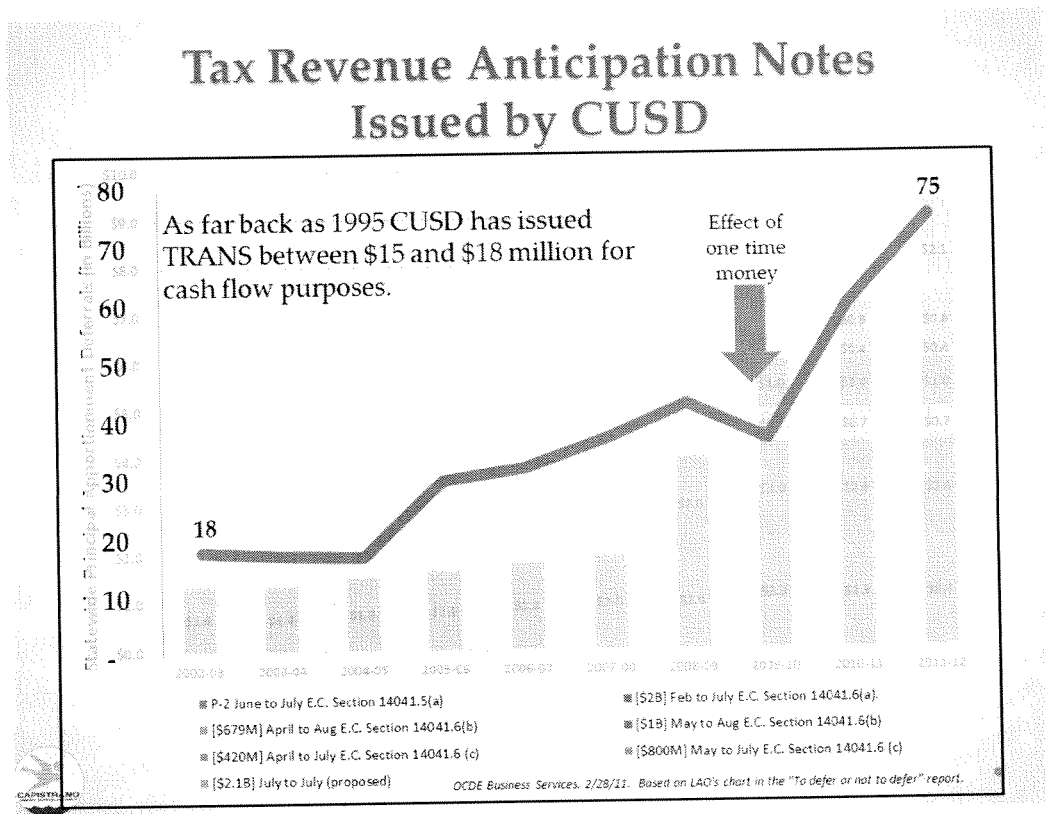
**The District was one of two districts in Orange County that qualified to receive a waiver that would eliminate the deferral of portions of state income allowing it to receive funds owed to it by the state in June instead of July. This was viewed as a wise business decision.**

**The 2011-2012 fiscal year was a difficult year for cash flow due to the unforeseen negative Educational Revenue Augmentation Fund (ERAF) which reduced District cash flow by \$16 million as compared to the previous year. The ERAF is the fund used to collect the property taxes in each county that are shifted from cities, the county, and special districts prior to their reallocation to K-14 school agencies. The County Treasurer maintains the ERAF on behalf of the county auditor. This year, the County Treasurer changed the method of calculation reducing the amount that is transferred to schools.**

**The state agreed to back fill this amount, but according to the state funding deferral schedule, cash expected in April was reduced by the amount of this negative ERAF calculation by the County Treasurer and would be paid to schools in the following year. Also, the District is required to pay to charter schools the pass through property tax on a monthly basis even though the District receives property tax revenues in December and April. That amount increased in 2011-2012 by nearly \$4 million requiring more borrowing by the District.**

4. If the District borrowed in excess of \$100 million, with deferrals of \$85 million, how much more can be borrowed? How much more should we borrow and what is the District's plan for borrowing?

**Districts can borrow as much as needed and in direct proportion to the state deferrals that have been increasing significantly in the last few years. As is illustrated on the following chart, which was presented at the June 27, 2012, Board meeting, the District has issued TRANS for many years, but recently they have been for larger amounts because of increased state deferrals. Districts may not, however, borrow funds to meet state required minimum reserve levels. Districts must implement budget cuts, as the District implemented and negotiated for 2012-2013 in June, to maintain the state required minimum reserve balances. Cash flow borrowing is simply to meet cash flow needs and is not used to address budget imbalances.**



5. How are we going forward with this?

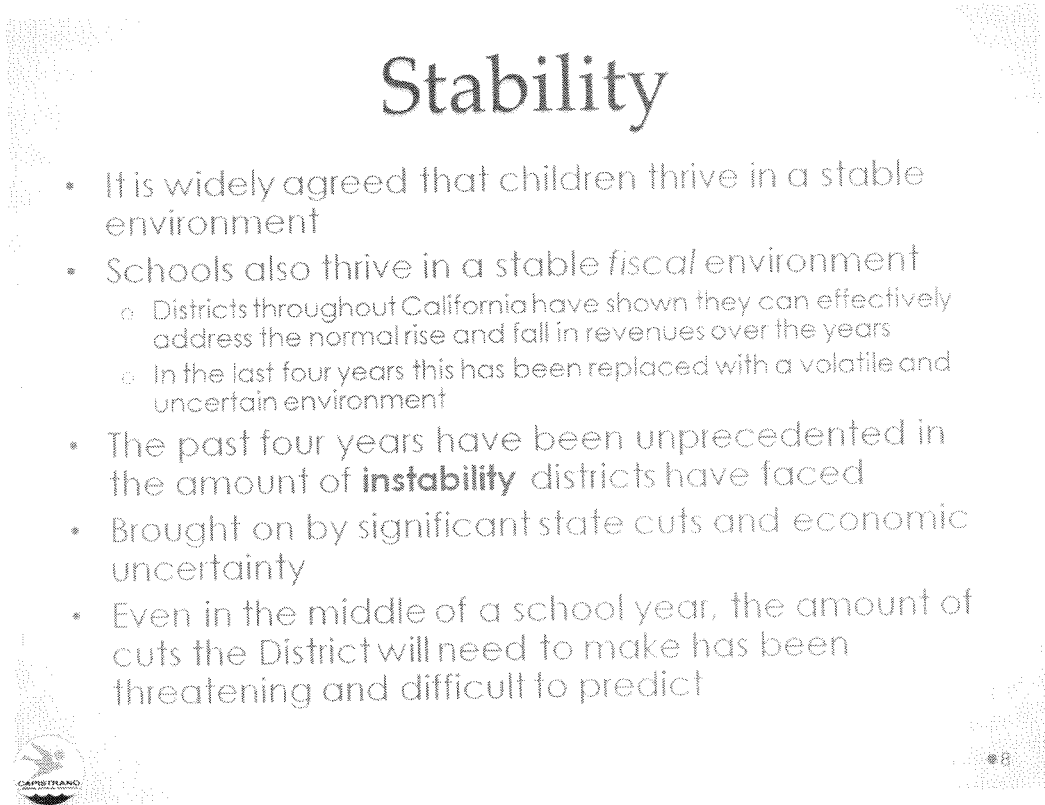
Like nearly all California school districts, the District is handling these unprecedented cuts and uncertainty on a year-by-year basis. To the extent that the state continues the deferrals at higher and higher amounts, the District will be required to issue TRANS for amounts necessary to meet cash flow needs. The District will also implement budget reductions, as needed, to maintain solvency.

When more certainty and funding stability returns in the future, the District will begin building reserves to levels approved by the Board. The minimum reserve levels for districts recommended by the Orange County Department of Education and School Services of California are higher than required by the state. The state minimum required reserves only cover small cash flow needs and do not help maintain service stability for students during normal economic ups and downs.

6. In January 2012, auditors advised the Board that CUSD is overspending. The auditor noted there is a reduction in revenue, but no corresponding reduction in expenditures. How does the current budget address this concern going forward?

As mentioned above, the District is taking a year-by-year approach until there is more stability from the state. As revenues decline, the District makes the necessary corresponding cuts. As mentioned in the June 27, 2012, Board meeting (see slide below), the District and most districts in the state have managed their budgets

effectively through economic ups and downs in the past; however, the cuts over the last four years are the largest cuts to schools in the our history.



## Stability

- It is widely agreed that children thrive in a stable environment
- Schools also thrive in a stable *fiscal* environment
  - Districts throughout California have shown they can effectively address the normal rise and fall in revenues over the years
  - In the last four years this has been replaced with a volatile and uncertain environment
- The past four years have been unprecedented in the amount of **instability** districts have faced
- Brought on by significant state cuts and economic uncertainty
- Even in the middle of a school year, the amount of cuts the District will need to make has been threatening and difficult to predict

7. How does the budget address the class size increase?

**The purpose of the class size increase flexibility was to allow for classes to be slightly higher than in previous years to lower overall teacher expenses.**

8. How many teachers will the school district lose from the decision?

**The District has had declining enrollment in the past several years which requires fewer teachers. There has also been a loss of students to charter schools which also reduces the need for District teachers.**

**The estimated reduction in teaching staff due to the negotiated class size increase of 1.5 is 75 teachers.**

**Related to this question, the retirement incentive increased the District's attrition with 158 retirees. This is significant because it is enabling the District to recall a majority of formerly laid off teachers, and temporary teachers, back into their positions. Based on current staffing projections and site master schedules, we will be able to rehire all teachers from re-employment lists except in the areas of art and counseling.**

9. How are we moving forward with that?

**The District is staffing schools for this fall using a class size increase of 1.5.**

10. What are the specific programs that will be reduced or eliminated?

**The class size increase does not, in and of itself, reduce or eliminate programs. Staff members are analyzing staffing and enrollment at all schools to monitor small classes to identify ways to increase their enrollment, as has been done annually for many years.**

**Additionally, teacher stipends for spelling bee coordination, science fair preparation, and academic competitions were eliminated at the middle schools. Also at the middle schools, all schools were brought to parity in elective offerings by offering only six elective stipends.**

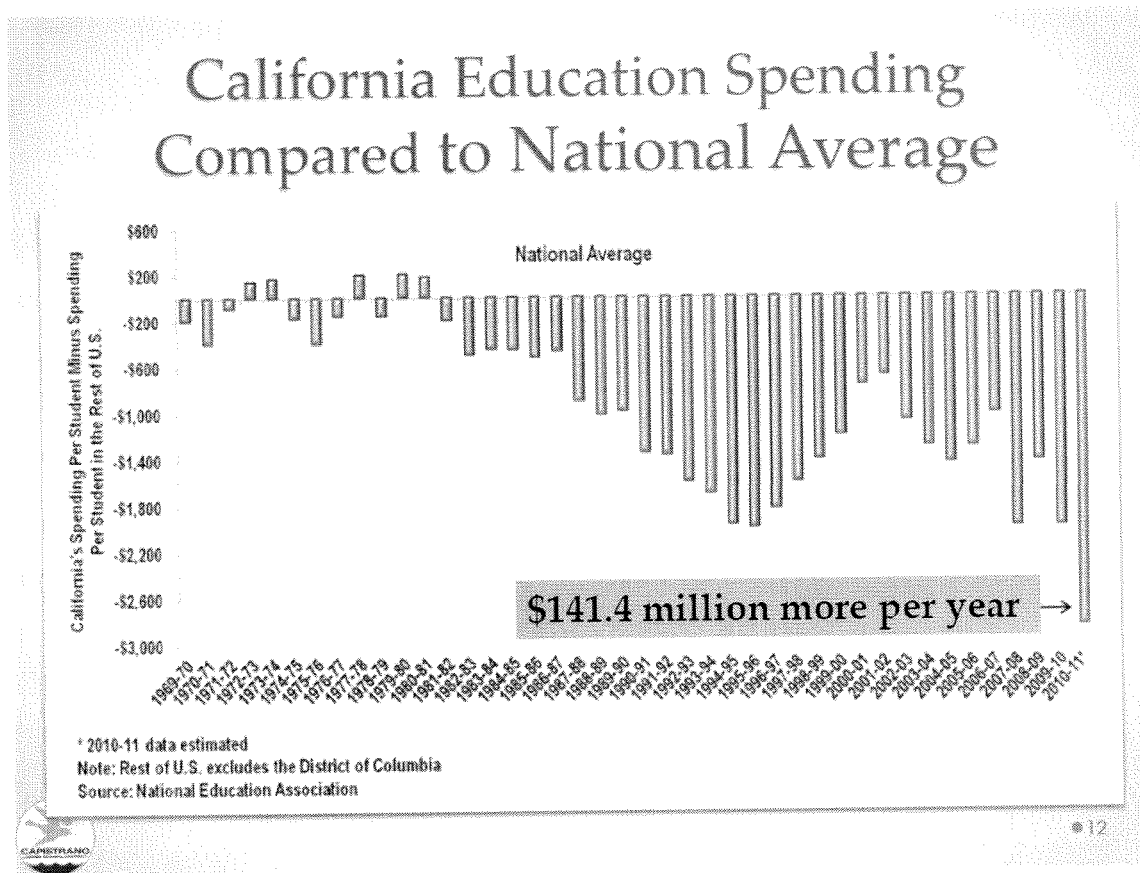
11. How are the school athletic programs affected? At what level, and to what extent, have they been impacted?

**The District reduced funding for some athletic transportation and asked booster and foundation groups to redirect some of their funding to those expenses. Additionally, some schools decided to not participate in some out-of-the-area tournaments that included costly transportation arrangements.**

**Also related to athletics Districtwide, two varsity football assistants were reduced after reviewing staffing similarities and differences between the schools. This leaves one head coach and three assistant coaches for varsity football funding that is paid for by the District's general fund.**

12. How is the Board fulfilling its obligation to its communities' children by eliminating 15 days of school? Are the 15 days simply useless and thus easily eliminated?

**Every school day is important and essential to instruction. Over the past 30 years, the State of California has reduced funding for schools more and more and is now nearly last in the country in funding per student. In the last year of Ronald Reagan's Governorship, California spent over 5 percent of its personal income on education. California now spends less than 4 percent. This represents about \$15 to \$20 billion that schools do not receive. As illustrated by the slide below, presented to the Board at the May 23, 2012, Board meeting, if the District were funded just at the national average, the District would receive \$141 million more per year, every year. California chooses to not fund education at the same levels as in the past.**







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

President Pritchard called the meeting to order at 5:30 p.m. The Board recessed to closed session to discuss: Student Expulsions; Public Employee Discipline/Dismissal/Release; and Public Employee Performance Evaluation.

Closed session recessed at 5:55 p.m.

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

The Pledge of Allegiance was led by Kaylee Bashor, Trustee Brick's granddaughter.

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

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

**Permanent Record**

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

**Adoption of the Board Agenda**

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

President Pritchard reported the following action taken during closed session:

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

**Agenda Item #3 A1 – Student Expulsion:**

The Board voted 7-0 to expel the following student with staff recommendations: Case #2012-084.

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

**Agenda Item #3 A2 – Student Expulsion:**

The Board voted 7-0 to expel the following student with staff recommendations: Case #2012-071.

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

**Agenda Item #3 A3 through A8 – Student Expulsions:**

The Board voted 7-0 to expel the following students by stipulated agreement: Case #2012-083, #2012-086, #2012-087, #2012-089, #2012-090 and #2012-091.

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

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

No action was taken.

**Agenda Item #3 C– Public Employee Performance Evaluation:**

No action was taken.

Raad Ghantous was recognized for designing the California Preparatory Academy logo.

**Special  
Recognitions**

Trustee Bryson presented to the Board of Trustees and Dr. Farley a plaque she received from Oxford Preparatory Academy thanking them for their support.

Trustee Palazzo expressed her displeasure with the handling of the last Board meeting. She also shared she was happy to hear the Sports Medicine course will be taught through ROP at San Juan Hills High School and Dana Hills High School in the fall.

**Board and  
Superintendent  
Comments**

Trustee Addonizio expressed her displeasure with the handling of the last Board meeting. She shared several questions regarding the budget and requested an item be placed on the next Board meeting agenda to answer them.

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

**Oral  
Communications**

The following speakers addressed the Board:

- *Christine Zeppos, Brandman University, spoke in support of the Memorandum of Understanding between Brandman University and Carl Hankey K-8 School.*
- *Carl Hankey Principal Dana Aguilera provided details regarding what the Memorandum of Understanding would provide to Carl Hankey staff and students.*

President Pritchard announced that the 2012-2013 Student Advisor to the Board, Madison Wolfert, was in the audience. The Board looks forward to working with her beginning in September.

**President  
Announcement**

President Pritchard announced the Public Hearing open at 7:20 p.m. regarding the approval of the Kindergarten through Third grade Class Size Penalty Waiver Request. There being no speakers to address the Board, President Pritchard declared the Public Hearing closed at 7:21 p.m.

**Public Hearing: K-  
3 Class Size  
Penalty Waiver  
Request  
Agenda Item 1**

Assistant Superintendent Julie Hatchel stated the District is requesting a California Department of Education waiver of penalties for increasing kindergarten through third grade class sizes, and for kindergarten through third grade class size averages, in the 2012-2013 school year. Approval of the waiver will eliminate penalties for Districtwide kindergarten class averages above 31 and first through third grade Districtwide class averages above 30. The waiver will also eliminate penalties for individual kindergarten classes with more than 33 students and individual class sizes in grades one through three above 32 students. This waiver will provide additional staffing and placement options allowing flexibility to reduce the number of combination classes at individual school sites.

**K-3 Class Size  
Penalty Waiver  
Request  
Agenda Item 2**

Following discussion, it was moved by Trustee Pritchard, seconded by Trustee Brick, and motion carried by a 4-3 vote to approve the Kindergarten through Third Grade Class Size Penalty Waiver Request.

AYES: Trustees Alpay, Brick, Hatton, and Pritchard  
NOES: Trustees Addonizio, Bryson, and Palazzo

## **DISCUSSION/ACTION**

Assistant Superintendent Julie Hatchel stated, due to the recently adopted agreement with CUEA, revisions to the 2012-2013 calendar are needed. The agreement included five instructional furlough days to be placed at the end of the school year necessitating the change to the previously approved 2012-2013 calendar.

**2012-2013 Revised  
School Calendar  
Agenda Item 3**

Following discussion, it was moved by Trustee Pritchard, seconded by Trustee Hatton, and motion carried by a 5-2 vote to approve the proposed 2012-2013 revised school calendar.

AYES: Trustees Alpay, Brick, Bryson, Hatton, and Pritchard  
NOES: Trustees Addonizio and Palazzo

Assistant Superintendent Julie Hatchel stated at the June 27, 2012, Board meeting, Trustees approved reconsidering the dates of Fall 2012 Parent/Teacher Conferences currently scheduled for December 17-21. Staff recommends moving the conferences to the week of November 5, 2012, for the 2012-2013 school year.

**Parent/Teacher  
Conferences  
Agenda Item 4**

Following discussion, it was moved by Trustee Brick, seconded by Trustee Bryson, and motion carried by a 4-3 vote to approve moving the 2012 Fall Parent/Teacher Conference dates from December to November 5-9, 2012.

AYES: Trustees Alpay, Brick, Bryson, and Pritchard  
NOES: Trustees Addonizio, Hatton, and Palazzo

Assistant Superintendent Julie Hatchel explained this item seeks approval to pilot a program with the Family Resource Center at Mission Hospital to provide counseling services for students at Del Obispo Elementary School. Services will help families in the Del Obispo community who might not have insurance or the capabilities to pay for counseling services. This pilot program would give students additional access to needed services without any cost to the District.

**Mission Hospital  
Family Resource  
Counseling MOU  
Agenda Item 5**

It was moved by Trustee Hatton, seconded by Trustee Alpay, and motion carried by a 7-0 vote to approve the Mission Hospital Family Resource Counseling Memorandum of Understanding.

Assistant Superintendent Julie Hatchel stated Brandman University and the District have developed a joint Memorandum of Understanding to provide guidelines to implement a comprehensive partnership to enhance the college and career readiness and academic achievement of Carl Hankey students. This University partnership will support professional development, action research, parent education, and International Baccalaureate accreditation.

**Brandman  
University MOU  
Agenda Item 6**

It was moved by Trustee Pritchard, seconded by Trustee Bryson, and motion carried unanimously to approve the Memorandum of Understanding with Brandman University.

President Pritchard asked Trustees for items they wished to pull from the Consent Calendar. Agenda items 7 and 19 were pulled.

**Items Pulled from  
the Consent  
Calendar**

**CONSENT CALENDAR**

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

Approval of the start and dismissal times for each school site for the 2012-2013 school year.

**2012-2013 Start/  
Dismissal Times  
Agenda Item 8**

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

**Purchase  
Orders/Warrants  
Agenda Item 9**

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

**Professional  
Services  
Agreements  
Agenda Item 10**

Extension of Bid No. 1112-01 for audio visual equipment to be provided by AVID; B&H Photo Video; California Western Visuals; Camcor, Incorporated; Digital Networks Group, Incorporated; Golden Star Technology, Incorporated; Hewlett-Packard Company; MNJ Technologies Direct, Incorporated; Renaissance Learning, Incorporated; Troxell Communications, Incorporated; Valiant IMC, and W.B. Hunt Company, Incorporated.

**Extension of Bid  
No. 1112-01, Audio  
Visual Equipment  
Agenda Item 11**

Extension of Bid No. 1112-07 for pizza service provided by Domino's Pizza.

**Extension of Bid  
No. 1112-07, Pizza  
Service  
Agenda Item 12**

Advertise for proposals for snack and beverage vending services for sites throughout the District.

**Advertise RFP  
for Snack and  
Beverage Vending  
Service  
Agenda Item 13**

Amended and restated Joint Facilities Use Agreement for Crown Valley Elementary School.

**Amended Joint  
Facilities Use  
Agreement  
Agenda Item 14**

Utilization of Newport-Mesa Unified School District Bid No. 109-12 Office & School Supplies and Equipment for the purchase of office supplies and equipment from Office Depot, as needed, under the same terms and conditions of the public agency's contract.

**Piggyback Bid –  
Office/School  
Supplies and  
Equipment  
Agenda Item 15**

Resignations, retirements, and employment of classified personnel.

**Resignations/  
Retirements/  
Employment  
(Classified  
Personnel)  
Agenda Item 16**

Resignations, retirements, and employment of certificated personnel.

**Resignations/  
Retirements/  
Employment  
(Certificated  
Personnel)  
Agenda Item 17**

Acceptance of the Williams Settlement Fourth Quarter Report.

**Williams  
Settlement  
Agenda Item 18**

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

Trustee Addonizio stated she was going to vote against this item because she believed the minutes should have included her concerns regarding the budget.

**Minutes  
Agenda Item 7**

It was moved by Trustee Alpay, seconded by Trustee Hatton, and motion carried by a 5-2 vote to approve the minutes of the June 27, 2012, regular Board meeting.

AYES: Trustees Alpay, Brick, Bryson, Hatton, and Pritchard  
NOES: Trustees Addonizio and Palazzo

Trustee Hatton pulled this item to ask Assistant Superintendent Jodee Brentlinger for further clarification. Jodee shared this item is provided annually to the Board for approval. It is a precautionary measure used when recruiting applicants in hard-to-fill subject areas.

**Declaration of  
Need  
Agenda Item 19**

It was moved by Trustee Hatton, seconded by Trustee Bryson, and motion carried unanimously to approve the filing of a "Declaration of Need for Fully Qualified Educators."

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

**Adjournment**

President Pritchard announced the meeting adjourned at 7:50 p.m.

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Board Clerk

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Secretary, Board of Trustees

*Minutes submitted by Connie Scott, Executive Secretary to the Superintendent*



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

**RESOLUTION NO. 1213-01**

RESOLUTION FOR ACCEPTANCE OF CONTRACT

*BE IT RESOLVED* that the Governing Board of Capistrano Unified School District authorized entering into local agreement number CSPP-2322 with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for the Fiscal Year 2012-2013.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Julie Hatchel	Assistant Superintendent Education Services	_____
Debra R. Keeler	Director IV Early Childhood Programs	_____

PASSED AND ADOPTED THIS 25<sup>th</sup> day of July 2012, by the Board of Trustees of the Capistrano Unified School District of Orange County, California.

I, \_\_\_\_\_, Secretary to the Board of Trustees of Capistrano Unified School District of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
Secretary to the Board of Trustees

\_\_\_\_\_  
Date



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 12 - 13**

DATE: July 01, 2012

CONTRACT NUMBER: CSPP-2322

PROGRAM TYPE: CALIFORNIA STATE  
PRESCHOOL PROGRAM

PROJECT NUMBER: 30-6646-00-2

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****CONTRACTOR'S NAME:** CAPISTRANO UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2012 through June 30, 2013. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$2,186,487.00.

**SERVICE REQUIREMENTS**

Minimum Child Days of Enrollment (CDE) Requirement 63,598.0

Minimum Days of Operation (MDO) Requirement 180

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Debra R. Keeler, Director IV, Early Childhood Programs	
TITLE Contracts, Purchasing & Conference Services		ADDRESS 33122 Valle Rd., San Juan Capistrano, CA 92675	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,186,487	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,186,487	ITEM See Attached	CHAPTER	STATUTE
	FISCAL YEAR		
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702		
I hereby certify upon my own personal knowledge that budgeted funds are available for the purpose of the expenditure stated above.		B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER See Attached		2 of 10	

CONTRACTOR'S NAME: CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-2322

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 69,864	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-6646	FC# 93.596 PC# 000321		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 69,864	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2012	FISCAL YEAR 2012-2013
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 38,437	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-6646	FC# 93.575 PC# 000324		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 38,437	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2012	FISCAL YEAR 2012-2013
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,940,752	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-6646			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,940,752	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2012	FISCAL YEAR 2012-2013
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 137,434	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6646			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 137,434	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2012	FISCAL YEAR 2012-2013
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO. 11
SIGNATURE OF ACCOUNTING OFFICER	DATE	

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body 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. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**FEDERAL CERTIFICATIONS****CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee must insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

\_\_\_\_\_  
\_\_\_\_\_

Check ☒ if there is a separate sheet attached listing all workplaces.

#### DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

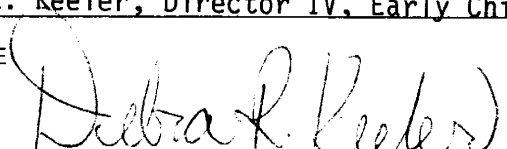
b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

#### ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACT AGENCY) Capistrano Unified School District		CONTRACT # CSPP-2322
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Debra R. Keeler, Director IV, Early Childhood Education Programs		
SIGNATURE 	DATE 7/17/2012	



FEDERAL CERTIFICATIONS

CO.8 - ITEM 3 B

ALL SITES ARE LOCATED WITHIN ORANGE COUNTY

Carl Hankey Elementary School  
27252 Nubles  
Mission Viejo, CA 92692

Clarence Lobo Elementary School  
200 Avenida Vista Montana  
San Clemente, CA 92672

Concordia Elementary School  
3120 Avenida Del Presidente  
San Clemente, CA 92672

Crown Valley Elementary School  
29292 Crown Valley Parkway  
Laguna Niguel, CA 92677

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

Hidden Hills Elementary School  
25142 Hidden Hills Road  
Laguna Niguel, CA 92677

Kinoshita Elementary School  
2 Via Positiva  
San Juan Capistrano, CA 92675

Las Palmas Elementary School  
1101 Calle Puente  
San Clemente, CA 92672

Palisades Elementary School  
26462 Via Sacramento  
Capistrano Beach, CA 92624

R.H. Dana Elementary School  
24242 La Cresta Drive  
Dana Point, CA 92629

San Juan Elementary School  
31642 El Camino Real  
San Juan Capistrano, CA 92675

Viejo Elementary School  
26782 Via Grande  
Mission Viejo, CA 92692

Wood Canyon Elementary School  
23431 Knollwood  
Aliso Viejo, CA 92656

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....JULY 25, 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
315597	1	MOORE'S SEWING MACHINE	Rntl:Oth/RR:Bldgs/Dstrctwd	1,000.00
315598	1	COX COMMUNICATIONS	Cmmnctns/DW Unrst/Dstrctwd	22,000.00
315599		VOID	VOID	0.00
315600	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	90.00
315601	1	APPLE COMPUTER	Debt Ser/Dbt Serv/FNMS	8,842.04
315602	1	APRENDE TUTORING	CnsltIns/Instrctn/Dstrctwd	12,528.62
315603	1	OXFORD TUTORING CENTER	CnsltIns/Instrctn/Dstrctwd	9,637.40
315604	1	AWARDS 'N MORE	SpplsNonI/Pub Info/Dstrctwd	141.84
315605	1	PATRICIA MACDONALD AND	Serv&Op /Instrctn/VarSites	30,015.00
315606	1	DEPT OF JUSTICE	Serv&Op /Prsnl:HR/Dstrctwd	5,000.00
315607	1	SO COAST WATER DIST	Op&Hskpg/Opr:Util/Dstrctwd	25,000.00
315608	1	SOUTHERN CALIFORNIA EDISON	Op&Hskpg/Opr:Util/Dstrctwd	300,000.00
315609	1	W W GRAINGER INC	SpplsNonI/Custodil/Dstrctwd	89,500.00
315610	1	COOK EQUIPMENT COMPANY OF	Rntl:Oth/Op:Grnds/Dstrctwd	2,718.75
315611	1	CLEAN SOURCE	NonCapEq/CurAthlt/SCHS	3,981.68
			NonCapEq/Enterprs/SCHS	3,981.69
315612	1	MOBILE FLEET WASH	Serv&Op /PuplTran/Dstrctwd	2,900.00
315613	1	RINCON TRUCK PARTS	Ppl Tran/PuplTran/Dstrctwd	5,000.00
315614	1	TIFCO INDUSTRIES	Ppl Tran/PuplTran/Dstrctwd	500.00
315615	1	PAPA	CnfrNonI/M&OUnrOH/Dstrctwd	80.00
315616	1	ORANGE COUNTY REGISTER	Serv&Op /Pub Info/Dstrctwd	155.68
315617		VOID	VOID	0.00
315618	1	CREATIVE IMAGES	SpplsNonI/Pub Info/Dstrctwd	312.48
315619	1	CREATIVE FORMS DESIGN INC	InstMtls/Instrctn/Tesoro	1,710.42
315620	1	WESTERN ILLUMIN PLASTIC	SpplsNonI/RR:Bldgs/Dstrctwd	218.57
315621		VOID	VOID	0.00
315622		VOID	VOID	0.00
315623		VOID	VOID	0.00
315624	1	SAMLARC	Serv&Op /RR:Grnds/Dstrctwd	13,900.00
315625	1	ORANGE COUNTY REGISTER	Serv&Op /Bus/Fisc/Dstrctwd	150.00
315626	1	ITO NURSERY	InstMtls/Instrctn/Las Palm	52.55
315627	39	CUSD	Sch Fac /Undesig /CVHS	3,000,000.00
315628	1	CUSD	InstMtls/Instrctn/Tesoro	3,942.10
315629	1	CREATIVE FORMS DESIGN INC	InstMtls/Instrctn/Tesoro	4,635.25
315630	1	ORANGE COUNTY SHERIFF DEPT	Serv&Op /Security/Dstrctwd	5,000.00
315631	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /FNMS	16.79
315632	1	NASCO WEST	InstMtls/Instrctn/LRMS	328.43
315633	1	ETS - CAHSEE	InstMtls/Instrctn/CVHS	100.00
315634	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Crn Vlly	70.21
315635	12	WELCH ALLYN PRODUCT SERVICE	Rntl:Oth/HlthServ/Dstrctwd	400.00
315636	13	HOLLANDIA DAIRY INC.	FdPrshbl/FoodServ/Dstrctwd	45,000.00
315637	1	WATERLINES TECHNOLOGIES INC	SpplsNonI/RR:Bldgs/Dstrctwd	12,000.00
315638	1	PUBLIC SURPLUS	OthrRevn/Undesig /Dstrctwd	518.60
315639	1	BARBER & GONZALES CONSULTING	Serv&Op /StaffNeg/Dstrctwd	1,000.00
315640	1	ALISO NIGUEL AUTO CARE	Rntl:Oth/Dist Veh/Dstrctwd	5,000.00

Board of Trustees Purchase Order Listing  
 \*===== Fiscal Year: 2011-12 =====\*  
 Board of Trustees Meeting.....JULY 25, 2012

PO No.	Fund	Vendor	Description	Amount
315641	1	DANIELS TIRE SERVICE	SplsNonI/Dist Veh/Dstrctwd	5,000.00
315642	1	GEISENS AUTO UPHOLSTERY	Rntl:Oth/Dist Veh/Dstrctwd	5,000.00
315643	1	IPC USA	Ppl Tran/PuplTran/Dstrctwd	180,000.00
43 Purchase Orders				\$3,807,428.10

Board of Trustees Purchase Order Listing  
\*----- Fiscal Year: 2011-12 -----\*  
Board of Trustees Meeting.....JULY 25, 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
5167	88	BONDLOGISTIX LLC	Serv&Op /Fac Acq /Dstrctwd	2,000.00
5168	87	WLC ARCHITECTS INC	BI:Arch /Fac Acq /CVHS	55,000.00
5169	98	COUNTY OF ORANGE	Serv&Op /Fac Acq /SJHHS	4,578.80
5170	91	US BANK NATIONAL ASSOCIATION	Serv&Op /Fac Acq /Dstrctwd	3,300.00
5171	98	US BANK NATIONAL ASSOCIATION	Serv&Op /Fac Acq /Dstrctwd	8,400.00
5172		VOID	VOID	0.00
5173	87	WLC ARCHITECTS INC	BI:Arch /Fac Acq /FNMS	1,000.00
5174		VOID	VOID	0.00
5175	87	WLC ARCHITECTS INC	BI:Arch /Fac Acq /CVHS	20,000.00
7 Purchase Orders				\$94,278.80

Board of Trustees Purchase Order Listing  
\*----- Fiscal Year: 2012-13 -----\*  
Board of Trustees Meeting.....JULY 25, 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
320144	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/Bathgate	37,800.00
320145	1	EAGLE SOFTWARE	Rnt&Repr/TIS /Dstrctwd	57,400.00
320146	1	PYRAMID WIRE & CABLE INC.	SpplsNonI/TIS /Dstrctwd	7,500.00
320147	1	IDEAL COMPUTER SOUTH INC	Serv&Op /TIS /Dstrctwd	6,567.60
320148	1	REGENTS - UC	Conf:Ins/Instrctn/DHHS	700.00
320149	1	APSEMSU	Conf:Ins/Instrctn/DHHS	750.00
320150	1	CETPA	CnfrNonI/Sch Adm /Cal Prep	100.00
320151	1	ABSOLUTE COMMUNICATION INC	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
320152	1	ACOUSTICAL MATERIAL SERVICES	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
320153	1	ALPHA SOUND AND LIGHTING	SpplsNonI/RR:Bldgs/Dstrctwd	3,000.00
320154	1	ASSOC BUSINESS PRODUCTS	Rntl:Oth/RR:Bldgs/Dstrctwd	2,000.00
320155	1	AT&T LONG DISTANCE	Cmmnctns/DW Unrst/Dstrctwd	1,750.00
320156	1	AT&T	Cmmnctns/DW Unrst/Dstrctwd	1,500.00
320157	1	BATTERIES PLUS	SpplsNonI/RR:Bldgs/Dstrctwd	7,500.00
320158	1	BETTER BUSINESS RECORDS	SpplsNonI/RR:Bldgs/Dstrctwd	3,000.00
320159	1	BLAINE WINDOW HARDWARE	SpplsNonI/RR:Bldgs/Dstrctwd	1,000.00
320160	1	PREMIER SILICA	SpplsNonI/Op:Grnds/Dstrctwd	7,500.00
320161	1	COOK EQUIPMENT COMPANY OF	Rntl:Oth/Op:Grnds/Dstrctwd	5,000.00
320162	1	DENAULT'S HARDWARE	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
320163	1	DEPT IND RELATIONS/ACCOUNTING	Rntl:Oth/RR:Bldgs/Dstrctwd	6,000.00
320164	1	DOHENY BUILDERS SUPPLY	SpplsNonI/RR:Bldgs/Dstrctwd	3,000.00
320165	1	GEARY PACIFIC CORP	SpplsNonI/RR:Bldgs/Dstrctwd	1,000.00
320166	1	HD SUPPLY	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
320167	1	HEADSETS.COM	SpplsNonI/RR:Bldgs/Dstrctwd	2,500.00
320168	1	ITO NURSERY	SpplsNonI/Op:Grnds/Dstrctwd	5,000.00
320169	1	LESLIE'S POOL SUPPLY	SpplsNonI/RR:Bldgs/Dstrctwd	2,000.00
320170	1	LOCAL JANITORIAL & VACUUM	SpplsNonI/Custodil/Dstrctwd	5,000.00
320171	1	MAIER INTERNATIONAL INC	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
320172	1	MAR VAC ELECTRONICS	SpplsNonI/RR:Bldgs/Dstrctwd	2,000.00
320173	1	MISSION VIEJO GLASS	SpplsNonI/RR:Bldgs/Dstrctwd	15,000.00
320174	1	MONTGOMERY HARDWARE COMPANY	SpplsNonI/RR:Bldgs/Dstrctwd	10,000.00
320175	1	NATIONAL READY MIXED CONCRETE	SpplsNonI/RR:Bldgs/Dstrctwd	1,000.00
320176	1	ORANGE COUNTY HEALTH AGENCY	Serv&Op /RR:Bldgs/Dstrctwd	3,700.00
320177	1	ORANGE COUNTY TREASURER TAX	Rntl:Oth/RR:Bldgs/Dstrctwd	2,000.00
320178	1	PACIFIC SUPPLY COMPANY	SpplsNonI/RR:Bldgs/Dstrctwd	2,000.00
320179	1	PRAXAIR	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
320180	1	PYRAMID WIRE & CABLE INC.	SpplsNonI/RR:Bldgs/Dstrctwd	10,000.00
320181	1	RADIO SHACK	SpplsNonI/RR:Bldgs/Dstrctwd	1,500.00
320182	1	RADIO SHACK	SpplsNonI/RR:Bldgs/Dstrctwd	1,500.00
320183	1	UNITED RENTALS	Rntl:Oth/RR:Bldgs/Dstrctwd	7,500.00
320184	1	VISTA PAINT & WALLCOVERING	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
320185	1	SUNSTATE EQUIPMENT COMPANY	Rntl:Oth/Op:Grnds/Dstrctwd	15,000.00
320186	1	REFRIGERATION SUPPLIES	SpplsNonI/RR:Bldgs/Dstrctwd	1,000.00
320187	1	SADDLEBACK MATERIALS COMPANY	SpplsNonI/Op:Grnds/Dstrctwd	1,500.00
320188	1	SAF-COM SUPPLY	SpplsNonI/RR:Bldgs/Dstrctwd	10,000.00

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....JULY 25, 2012

PO No.	Fund	Vendor	Description	Amount
320189	1	SAN DIEGO GAS & ELECTRIC	Op&Hskpg/Opr:Util/Dstrctwd	5,000.00
320190	1	SEPULVEDA BLDG MATERIALS	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
320191	1	SHAMROCK SUPPLY CO INC	SpplsNonI/RR:Bldgs/Dstrctwd	3,000.00
320192	1	SHIFFLER EQPT SALES INC	SpplsNonI/RR:Bldgs/Dstrctwd	2,000.00
320193	1	SIGNS BY CREATIONS UNLIMITED	Rntl:Oth/RR:Bldgs/Dstrctwd	2,000.00
320194	1	SOUTH COAST ANSWERING SERVICE	Rntl:Oth/RR:Bldgs/Dstrctwd	3,000.00
320195	1	SO COAST DISTRIBUTING CO	SpplsNonI/Custodil/Dstrctwd	5,000.00
320196	1	SO COUNTY PROTECTIVE WEAR	SpplsNonI/RR:Bldgs/Dstrctwd	7,500.00
320197	1	STAGECRAFT INDUSTRIES INC	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
320198	1	STORAGE CONTAINER.COM	Rntl:Oth/Custodil/Dstrctwd	9,500.00
320199	1	SUMMIT SUPPLY CORP	SpplsNonI/RR:Bldgs/Dstrctwd	2,000.00
320200	1	CHAPMAN UNIVERSITY	InstMtls/Instrctn/DHHS	500.00
320201	1	SELPA ADMINISTRATORS OF CALIF	Dues&Mmb/SupvAdmn/Dstrctwd	600.00
320202	1	SUPPLY LINE BUILDING MATERIALS	SpplsNonI/RR:Bldgs/Dstrctwd	2,000.00
320203	1	TELL STEEL INC	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
320204	1	TRAFFIC CONTROL SERVICE	SpplsNonI/RR:Bldgs/Dstrctwd	10,000.00
320205	1	ULINE	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
320206	1	UNITED RENTALS	Rntl:Oth/Op:Grnds/Dstrctwd	7,500.00
320207	1	WELLS SUPPLY	SpplsNonI/Op:Grnds/Dstrctwd	3,500.00
320208	1	WESTERN ILLUMIN PLASTIC	SpplsNonI/RR:Bldgs/Dstrctwd	2,500.00
320209	1	MCCOY, MICHAEL AND PAM	Serv&Op /SEOthIns/Dstrctwd	14,760.00
			Serv&Op /Aid:Inst/Dstrctwd	7,540.00
			Serv&Op /PuplTran/Dstrctwd	3,876.66
320210	1	LEWIS, ERIC	Serv&Op /SEOthIns/Dstrctwd	1,250.00
320211	1	WHITE CAP INDUSTRIES INC	SpplsNonI/RR:Bldgs/Dstrctwd	10,000.00
320212	1	COMAN, STEVAN AND LAUREN	Serv&Op /Aid:Inst/Dstrctwd	12,583.07
320213	1	PATTERSON, PAMELA	Serv&Op /HlthServ/Dstrctwd	32,500.00
320214	1	JANNEY, MICHAEL AND VANESSA	Serv&Op /Spch Aud/Dstrctwd	300.00
320215	1	ZUMAR INDUSTRIES INC	SpplsNonI/RR:Bldgs/Dstrctwd	2,000.00
320216	1	KENNEY, ROBERT AND MARIE	Serv&Op /Aid:Inst/Dstrctwd	18,500.00
320217	1	DIPKO, JEMILETH & MARK	Serv&Op /SEOthIns/Dstrctwd	34,961.23
320218	1	LAW OFFICES OF KATHLEEN LOYER	Legal /SupvAdmn/Dstrctwd	5,000.00
320219	1	UNION BANK- ACCT# 6745034800	LTD : CE/Instrctn/VarSites	31,746.40
320220	68	CORVEL CORPORATION	Serv&Op /Enterprs/Dstrctwd	1,500,000.00
			P/Yr Clm/Undesig /Dstrctwd	1,500,000.00
320221	68	CORVEL ENTERPRISE COMP INC	Serv&Op /Enterprs/Dstrctwd	323,000.00
320222	70	CORVEL CORPORATION	P/Yr Clm/Undesig /Dstrctwd	362,500.00
			Serv&Op /Enterprs/Dstrctwd	362,500.00
320223	1	ORIENTAL TRADING CO	InstMtls/Instrctn/San Juan	310.05
320224	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	22,929.00
320225	1	OAK GROVE INSTITUTE	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	955.00
			Sub MHBC/NPS /Dstrctwd	96,828.00
320226	1	OAK GROVE INSTITUTE	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	955.00
			Sub MHBC/NPS /Dstrctwd	96,828.00
320227	1	CLARINDA ACADEMY	Residtl /NPS /Dstrctwd	3,750.00
			Sub MHBC/NPS /Dstrctwd	13,388.00
			Sub MHBC/PsychSer/Dstrctwd	1,835.68

Board of Trustees Purchase Order Listing  
 \*===== Fiscal Year: 2012-13 =====\*  
 Board of Trustees Meeting.....JULY 25, 2012

PO No.	Fund	Vendor	Description	Amount
320228	1	CLARINDA ACADEMY	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	4,501.00
			Sub MHBC/NPS /Dstrctwd	80,328.00
			Sub MHBC/PsychSer/Dstrctwd	15,227.80
320229	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	18,249.00
320230	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	18,249.00
320231	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	10,689.00
320232	1	SPEECH & LANGUAGE DEVEL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	36,423.50
320233	1	SPEECH & LANGUAGE DEVEL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	32,919.00
320234	1	SPEECH & LANGUAGE DEVEL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	12,614.50
320235	1	SPEECH & LANGUAGE DEVEL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	25,910.00
320236	1	SPEECH & LANGUAGE DEVEL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	14,198.50
320237	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	20,649.00
320238	1	PYRAMID AUTISM CENTER	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	24,501.00
320239	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	22,929.00
320240	1	ALPINE ACADEMY	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	8,601.00
			Sub MHBC/NPS /Dstrctwd	60,115.50
			Sub MHBC/PsychSer/Dstrctwd	47,450.00
320241	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	16,809.00
320242		VOID	VOID	0.00
320243	1	RIFTON EQUIPMENT	SpplsNonI/HlthServ/Dstrctwd	828.33
320244	1	CAESAR'S APPLIANCE	Rntl:Oth/RR:Bldgs/Dstrctwd	2,500.00
320245	1	CINTAS CORP	Rntl:Oth/Custodil/Dstrctwd	3,500.00
320246	1	CINTAS	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
320247	1	JAMF SOFTWARE	SpplsNonI/TIS /Dstrctwd	32,000.00
320248	1	LYRIS TECHNOLOGIES INC	Serv&Op /TIS /Dstrctwd	2,933.56
320249	1	CMS COMMUNICATIONS INC	Rntl:Oth/RR:Bldgs/Dstrctwd	2,000.00
320250	1	CONTROL AIR CONDITIONING CORP	Rntl:Oth/RR:Bldgs/Dstrctwd	1,000.00
320251	1	DEWEYS HOME APPLIANCES	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
320252	1	DITCH WITCH OF SO CALIF	Rntl:Oth/Op:Grnds/Dstrctwd	2,500.00
320253	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/CanViste	6,000.00
320254	1	F SOLUTIONS	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
320255	1	GMF SOUND INC	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
320256	1	HOBART SERVICE	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
320257	1	J & J DOOR CLOSER SERVICE INC	Rntl:Oth/RR:Bldgs/Dstrctwd	3,000.00
320258	1	MOBILE COMMUNICATION REPAIR	Rntl:Oth/RR:Bldgs/Dstrctwd	15,000.00
320259	1	MOORE'S SEWING MACHINE	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....JULY 25, 2012

PO No.	Fund	Vendor	Description	Amount
320260	1	NATIONAL CONTROLS INC	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
320261	1	ORDOQUI CONSLTNG & LOCK	Rntl:Oth/RR:Bldgs/Dstrctwd	2,000.00
320262	1	PAC TYPEWRITER & COMM	Rntl:Oth/RR:Bldgs/Dstrctwd	2,000.00
320263	1	RON T SERVICES	Rntl:Oth/Custodil/Dstrctwd	2,000.00
320264	1	RUSCO INC	SpplsNonI/RR:Bldgs/Dstrctwd	10,000.00
320265	1	SKY'S THE LIMIT GROUP INC	Rntl:Oth/Op:Grnds/Dstrctwd	3,000.00
320266	1	TONY'S LOCKSMITH SERVICE	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
320267	1	TRI SIGNAL INTEGRATION INC.	Rntl:Oth/RR:Bldgs/Dstrctwd	4,000.00
320268	1	WAXIE	SpplsNonI/Custodil/Dstrctwd	15,000.00
320269	1	WESTERN GRAPHIX	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
320270	1	WESTERN PACIFIC PUMP SALES	Rntl:Oth/Op:Grnds/Dstrctwd	7,500.00
320271	1	WESTERN PRODUCTS	Rntl:Oth/RR:Bldgs/Dstrctwd	4,000.00
320272	1	WON-DOOR CORPORATION	Rntl:Oth/RR:Bldgs/Dstrctwd	5,387.50
320273	1	KEY GOVERNMENT FINANCE INC	CompTech/Grph Art/Dstrctwd	27,731.74
320274	1	XEROX CORPORATION	Rnt&Repr/Grph Art/Dstrctwd	304,038.22
320275	1	MAILFINANCE INC DBA	Rntl:Oth/Warehse /Dstrctwd	13,478.23
320276	1	BANK OF AMERICA NATIONAL	Debt Ser/Dbt Serv/Dstrctwd	36,863.54
			Debt-Int/Dbt Serv/Dstrctwd	12,952.06
320277	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/HankeyMS	1,500.00
320278	1	THOUSAND PINES OUTDOOR SCHOOL	FieldTrp/Instrctn/Bergeson	15,973.20
320279	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/HankeyES	2,000.00
320280	1	ESCO EAR SERVICE CORP	Serv&Op /HlthServ/Dstrctwd	180.00
320281	1	SAX ARTS & CRAFTS	InstMtls/Instrctn/AVMS	949.18
320282	1	NASCO WEST	InstMtls/Instrctn/AVMS	480.61
320283	13	MILLER MECHANICAL	Refrig /FoodServ/Dstrctwd	45,000.00
320284	1	CALIFORNIA DEPT. OF EDUCATION	CnfrNonI/PuplTran/Dstrctwd	1,035.00
320285	13	GOLD STAR FOODS INC	Fd Frzn /FoodServ/Dstrctwd	2,000,000.00
320286	13	HOLLANDIA DAIRY INC.	FdPrshbl/FoodServ/Dstrctwd	425,000.00
320287	13	SYSCO FOOD SERVICES	Food Dry/FoodServ/Dstrctwd	76,000.00
320288	1	ORANGE COUNTY REGISTER	Serv&Op /Purch /Dstrctwd	6,000.00
320289		VOID	VOID	0.00
320290	1	EUGENE LEVIN	CnsltNon/HlthServ/Dstrctwd	1,500.00
320291	1	BOWIE ARNESON WILES &	Legal /Bus/Fisc/Dstrctwd	75,000.00
320292	1	BRENDA CRARY	CnsltNon/PsychSer/Dstrctwd	20,000.00
			SubNonCn/PsychSer/Dstrctwd	20,000.00
320293	1	CHRISTINE E. STEIN	CnsltIns/SEothIns/Dstrctwd	4,000.00
			CnsltNon/Spch Aud/Dstrctwd	4,000.00
320294	1	IRMA RAMIREZ GARCIA	CnsltNon/PsychSer/Dstrctwd	40,000.00
320295	1	BLIND CHILDREN'S LEARNING	NPA /NPA /Dstrctwd	7,000.00
320296	1	PAUL ALAN DORES	CnsltNon/PsychSer/Dstrctwd	15,000.00
320297	1	LEISURE CARE REFERRAL AGENCY	NPA /NPA Hlth/Dstrctwd	8,000.00
320298	1	SPORT CHALET	InstMtls/CurAthlt/SCHS	8,997.18
320299	1	STAPLES ADVANTAGE	SpplsNonI/Pup Serv/Dstrctwd	2,500.00
320300	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
320301	1	BAVCO	Rntl:Oth/Op:Grnds/Dstrctwd	6,000.00
320302	1	1ST JON	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
320303	1	AAA ELECTRIC MOTOR SALES	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
320304	1	NATIONAL TICKET CO	InstMtls/Instrctn/ArroyoMS	75.06
320305	1	SCHOLASTIC INC	InstMtls/Enterprs/Wood Cyn	1,709.42
320306	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/BAMS	2,000.00



Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....JULY 25, 2012

PO No.	Fund	Vendor	Description	Amount
320307	1	CAPO VALLEY WATER DIST	Op&Hskpg/Opr:Util/Dstrctwd	300,000.00
320308	1	CITY OF SAN CLEMENTE	Op&Hskpg/Opr:Util/Dstrctwd	300,000.00
320309	1	COUNTY OF ORANGE-WASTE MNGT	Op&Hskpg/Opr:Util/Dstrctwd	25,000.00
320310	1	MOULTON NIGUEL WATER	Op&Hskpg/Opr:Util/Dstrctwd	300,000.00
320311	1	SANTA MARGARITA WATER	Op&Hskpg/Opr:Util/Dstrctwd	250,000.00
320312	1	SO COAST WATER DIST	Op&Hskpg/Opr:Util/Dstrctwd	150,000.00
320313	1	SOUTHERN CALIFORNIA EDISON	Op&Hskpg/Opr:Util/Dstrctwd	1,200,000.00
320314	1	SO CA GAS CO	Op&Hskpg/Opr:Util/Dstrctwd	500,000.00
320315	1	STAPLES ADVANTAGE	InstMtls/Instrctn/BAMS	2,000.00
320316	1	BEACH CITIES GLASS	Rntl:Oth/RR:Bldgs/Dstrctwd	20,000.00
320317	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Dstrctwd	50,000.00
320318	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Bergeson	3,500.00
320319	1	CINTAS CORP	Serv&Op /RR:Bldgs/Dstrctwd	45,000.00
320320	1	CLARK SECURITY PRODUCTS	SpplsNonI/RR:Bldgs/Dstrctwd	30,000.00
320321	1	CR&R INCORPORATED	Op&Hskpg/Opr:Util/Dstrctwd	300,000.00
320322	1	DUNN-EDWARDS CORP	SpplsNonI/RR:Bldgs/Dstrctwd	50,000.00
320323	1	EBERHARD EQUIPMENT	Rntl:Oth/Op:Grnds/Dstrctwd	25,000.00
320324	1	GANAHL LUMBER	SpplsNonI/RR:Bldgs/Dstrctwd	75,000.00
320325	1	GLEN PRODUCTS	SpplsNonI/RR:Bldgs/Dstrctwd	25,000.00
320326	1	HIRSCH PIPE & SUPPLY	SpplsNonI/RR:Bldgs/Dstrctwd	30,000.00
320327	1	T DAVIS & ASSOCIATES INC	Subagrmt/Security/Dstrctwd	20,000.00
			CnsltNon/Security/Dstrctwd	25,000.00
320328	1	HYDRO-SCAPE PRODUCTS INC	SpplsNonI/Op:Grnds/Dstrctwd	25,000.00
320329	1	ORANGE COUNTY THERAPY SERVICE	NPA /NPA Hlth/Dstrctwd	24,999.00
			Sub NPA /NPA Hlth/Dstrctwd	175,001.00
320330	1	JOHN DEERE LANDSCAPES	SpplsNonI/Op:Grnds/Dstrctwd	25,000.00
320331	1	JOHNSTONE SUPPLY	SpplsNonI/RR:Bldgs/Dstrctwd	100,000.00
320332	1	KNORR POOL SYSTEMS INC	SpplsNonI/RR:Bldgs/Dstrctwd	40,000.00
320333	1	HEAR NOW ABRAMSON AUDIOLOGY	NPA /Spch Aud/Dstrctwd	5,000.00
320334	1	LAKESHORE LEARNING MATERIALS	SpplsNonI/RR:Bldgs/Dstrctwd	30,000.00
320335	1	PLAYPOWER LT FARMINGTON	SpplsNonI/RR:Bldgs/Dstrctwd	653.10
320336	1	HEAR NOW ABRAMSON AUDIOLOGY	NPA /Spch Aud/Dstrctwd	24,999.00
			Sub NPA /Spch Aud/Dstrctwd	35,001.00
320337	1	WESTSHIELD ADOLESCENT SERVICES	Residtl /NPS /Dstrctwd	249.99
			Sub RTC /NPS /Dstrctwd	49,750.01
320338	1	PYRAMID WIRE & CABLE INC.	SpplsNonI/RR:Bldgs/Dstrctwd	25,000.00
320339	1	R&S SOIL PRODUCTS INC	Rntl:Oth/Op:Grnds/Dstrctwd	50,000.00
320340	1	SMARDAN SUPPLY COMPANY	SpplsNonI/RR:Bldgs/Dstrctwd	40,000.00
320341	1	STEWART AND ASSOC	Rntl:Oth/Op:Grnds/Dstrctwd	100,000.00
320342	1	TARGET SPECIALTY PROD	SpplsNonI/Op:Grnds/Dstrctwd	20,000.00
320343	1	WAXIE	SpplsNonI/Custodil/Dstrctwd	70,000.00
320344	1	PATRICIA CROMWELL	CnsltNon/Aid:Inst/Dstrctwd	5,000.00
320345	1	PEARSON ASSESSMENTS	SpplsNonI/Spch Aud/Dstrctwd	1,688.13
320346	1	WEST COAST ARBORISTS INC.	Rntl:Oth/Op:Grnds/Dstrctwd	100,000.00
320347	1	SUSANNE SMITH ROLEY	CnsltNon/HlthServ/Dstrctwd	3,000.00
320348	1	TRICIA KRANTZ	CnsltNon/PsychSer/Dstrctwd	40,000.00
320349	1	W W GRAINGER INC	SpplsNonI/Custodil/Dstrctwd	150,000.00
320350	1	W W GRAINGER INC	SpplsNonI/RR:Bldgs/Dstrctwd	50,000.00
320351	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Las Palm	480.08
320352	1	CONSOLIDATED ELECTRICAL DISTR	SpplsNonI/RR:Bldgs/Dstrctwd	100,000.00

Board of Trustees Purchase Order Listing  
\*----- Fiscal Year: 2012-13 -----\*  
Board of Trustees Meeting....JULY 25, 2012

PO No.	Fund	Vendor	Description	Amount
=====				
320353	1	ARTESIA SAWDUST	SpplsNonI/Op:Grnds/Dstrctwd	20,000.00
320354	1	ENET COMPONENTS INC	SpplsNonI/TIS /Dstrctwd	1,500.00
320355	1	COUNCIL FOR	InstMtls/SE0thIns/Dstrctwd	250.92
320356	1	PRO-ED	InstMtls/SE0thIns/Dstrctwd	142.48
320357	1	ACETEC SECURITY SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	30,000.00
320358	1	ORANGE COUNTY PROBATION DEPT	Rntl:Oth/Op:Grnds/Dstrctwd	20,000.00
320359	1	BATTERYEDGE.COM INC	SpplsNonI/TIS /Dstrctwd	750.00
320360	1	SEHI COMPUTER	SpplsNonI/TIS /Dstrctwd	6,000.00
320361		VOID	VOID	0.00
320362	1	SIERRA SOIL	SpplsNonI/Op:Grnds/Dstrctwd	20,000.00
320363	1	APPLE COMPUTER INC	SpplsNonI/TIS /Dstrctwd	500.00
320364	1	CDWG Inc	SpplsNonI/TIS /Dstrctwd	2,500.00
320365	1	AMS.NET	NonCapEq/TIS /Dstrctwd	2,522.26
320366	1	ULINE	SpplsNonI/TIS /Dstrctwd	500.00
320367	1	AMS.NET	Serv&Op /TIS /Dstrctwd	23,124.05
320368	1	AMS.NET	Serv&Op /TIS /Dstrctwd	77,793.43
320369	1	DISCOUNT OFFICE SERVICES	SpplsNonI/TIS /Dstrctwd	750.00
320370	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/Bus/Fisc/Dstrctwd	585.00
			CnfrNonI/SuppSvcs/Dstrctwd	195.00
320371	1	SMART & FINAL IRIS #399	InstMtls/SE0thIns/Dstrctwd	3,000.00
320372	1	US GAMES	InstMtls/Instrctn/MFMS	275.60
320373	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Tesoro	2,500.00
320374	1	STAPLES ADVANTAGE	SpplsNonI/Sch Adm /BAMS	1,000.00
320375	13	GOLD STAR FOODS INC	Food Dry/FoodServ/Dstrctwd	35,000.00
320376	13	DOMINO'S PIZZA	FdPrshbl/FoodServ/Dstrctwd	325,000.00
320377	13	A & R WHOLESALE DISTRIBUTORS	Amerisrv/FoodServ/Dstrctwd	650,000.00
320378	13	GOLD STAR FOODS INC	FdPrshbl/FoodServ/Dstrctwd	125,000.00
320379	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Reilly	3,600.00
320380	1	SPORT CHALET	InstMtls/CurAthlt/Tesoro	1,786.93
320381		VOID	VOID	0.00
320382	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/SMS	1,000.00
320383	1	ORANGE COUNTY SHERIFF DEPT	Serv&Op /Security/Dstrctwd	7,500.00
320384	1	SPARKLETTIS	SpplsNonI/Sch Adm /Dstrctwd	500.00
320385	1	DISCOUNT SCHOOL SUPPLY	InstMtls/Enterprs/Del Obis	1,159.13
320386	1	STAPLES ADVANTAGE	InstMtls/Instrctn/SCHS	254.57
320387		VOID	VOID	0.00
320388	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /SMS	84.05
320389	1	JONES SCHOOL SUPPLY CO INC	InstMtls/Enterprs/Del Obis	85.56
320390	1	AMDI	InstMtls/SE0thIns/Dstrctwd	299.54
320391	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Enterprs/Dstrctwd	472.72
320392	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/ArroyoMS	49.38
320393	1	PACWEST AIR FILTER	SpplsNonI/RR:Bldgs/Dstrctwd	120,000.00
320394	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	50,000.00
320395	1	DIGITAL NETWORKS GROUP	Rnt&Repr/Instrctn/Cal Prep	49,464.60
320396	1	KIDS INSTITUTE FOR DEVELOPMENT	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	44,001.00
320397	1	KIDS INSTITUTE FOR DEVELOPMENT	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	20,001.00
320398	1	NMG GEOTECHNICAL INC	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
320399	1	SIMPLEX GRINNELL LP	SpplsNonI/RR:Bldgs/Dstrctwd	70,000.00

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....JULY 25, 2012

PO No.	Fund	Vendor	Description	Amount
320400	1	THYSSEN ELEVATOR CORPORATION	Rntl:Oth/RR:Bldgs/Dstrctwd	75,000.00
320401	1	GILBERT & STEARNS INC	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
320402	1	PACIFIC PLUMBING COMPANY OF	Rntl:Oth/RR:Bldgs/Dstrctwd	25,000.00
320403	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/CVHS	3,399.80
320404	1	COLLINS & AIKMAN	Rntl:Oth/RR:Bldgs/Dstrctwd	20,000.00
320405	1	COX COMMUNICATIONS	Cmmnctns/DW Unrst/Dstrctwd	300,000.00
320406	1	ORANGE COUNTY DEPT OF EDUC	CnsltNon/HlthServ/Dstrctwd	6,500.00
320407	1	EDGEWOOD PRESS INC	InstMtls/Enterprs/LadraElm	878.16
320408	12	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Dstrctwd	2,000.00
320409		VOID	VOID	0.00
320410	1	CAMCOR INC	SpplsNonI/Pub Info/Dstrctwd	96.78
320411	1	SPRINT/NEXTEL COMMUNICATIONS	Cmmnctns/DW Undst/Dstrctwd	30,000.00
320412	1	US BANK	SpplsNonI/DW Undst/Dstrctwd	150,000.00
320413	1	WEISS MD, DR SIDNEY	CnsltNon/HlthServ/Dstrctwd	3,000.00
320414	1	ILLUMINATE EDUCATION	Serv&Op /PuplTest/Dstrctwd	200,000.00
320415	1	STORAGE CONTAINER.COM	Rntl:Oth/Custodil/FNMS	374.00
320416	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Dstrctwd	7,448.00
320417	1	GILBERT & STEARNS INC	Rntl:Oth/RR:Bldgs/Dstrctwd	1,118.96
320418	1	ORANGE COUNTY PUMP CO	Rntl:Oth/RR:Bldgs/Dstrctwd	2,850.00
320419	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	949.50
320420	1	PROSURFACE	Rntl:Oth/RR:Bldgs/LadraElm	2,435.00
320421	1	COAST RECREATION INC	SpplsNonI/RR:Bldgs/LadraElm	214.57
320422	11	NASCO WEST	InstMtls/Instrctn/Dstrctwd	246.88

273 Purchase Orders \$16,751,101.50

Board of Trustees Purchase Order Listing  
 \*===== Fiscal Year: 2012-13 =====\*  
 Board of Trustees Meeting.....JULY 25, 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
5174	87	BERGMAN DACEY GOLDSMITH,	Legal /Fac Acq /CVHS	50,000.00
5175		VOID	VOID	0.00
5176	98	ARC	BI:Other/Fac Acq /SJHHS	350.00
5177	98	BERGMAN DACEY GOLDSMITH,	✓ Legal /Fac Acq /SJHHS	25,000.00
3 Purchase Orders				\$75,350.00



Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....JULY 25, 2012

Warrant Number	Name of Payee	Reference Number	Amount
177000	CUSD	CL-120145	3,942.10
177001	UNION BANK OF CALIFORNIA	CL-120146	13,628.41
177002	CUSD	CL-120144	3,000,000.00
177003	CORVEL CORPORATION	CL-120142	39,742.96
		CL-120143	51,761.65
177004	KEENAN & ASSOCIATES	PO-315525	18,107.00
		PO-320107	161,902.00
177005	METROPOLITAN EMPLOYEES	PO-320115	3,649,292.56
		PO-320141	21,420.00
177006	UNUM LIFE INSURANCE	PO-320113	9,124.56
177007	AVILA, THERESE	CL-120005	96.57
177008	BEAUCHAINE, KIMBERLY	CL-120006	77.70
177009	BERNAL, PRISCILLA	CL-120101	22.20
177010	BLINN, JIM	CL-120008	143.75
177011	BOGNAR, CATHERINE M.	CL-120009	26.64
		CL-120010	17.76
177012	BRANNON, DESIREE	CL-120011	137.09
177013	BUCKMAN, JONATHAN T.	CL-120012	53.28
177014	BYRON, MEREDITH	CL-120013	17.76
177015	CAUDILL, AMANDA	CL-120014	106.01
177016	COX, ASHLEIGH	CL-120016	51.62
177017	COX, LINDA	CL-120017	93.80
177018	CUNNINGHAM, CHADWICK	CL-120018	228.11
177019	DAGLEY, JEANA	CL-120019	128.76
177020	DARAKJIAN, CAROLE	CL-120020	93.24
177021	DOUGLAS, TERRI A.	CL-120021	178.16
177022	EDEN, CRIS	CL-120023	29.97
177023	ELKINS, KAREN	CL-120024	132.09
177024	ELLIS, SHAWNA	CL-120025	133.76
177025	EXWORTHY, MARK	CL-120026	225.33
177026	GELLER, DIANE	CL-120029	46.62
177027	HWANG, POLLY	CL-120030	17.76
177028	MALONE, JULEE	CL-120031	1,034.52
177029	MATIENZO, NINA RIE	CL-120032	59.94
177030	MEISSNER, ANDREA	CL-120033	325.79
177031	METTERT, LISA M	CL-120035	95.46
177032	NOYES, CAROLYN	CL-120034	62.16
177033	O'TONER, ERIC M	CL-120036	15.54
177034	TABARI, LISA SEYEDI	CL-120038	91.02
177035	TESKEY, KAREN	CL-120039	132.09
177036	TODD, JENNIFER	CL-120040	260.30
177037	UMINSKY, ALMA	CL-120041	26.64
177038	WEINELL, CAROL	CL-120042	47.73
177039	COPE, MARY	CL-120015	137.64
177040	EDEN, CRIS	CL-120022	33.30

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....JULY 25, 2012

Warrant Number	Name of Payee	Reference Number	Amount
177041	GAST, LUCIBEL	CL-120027	37.74
		CL-120028	5.55
177042	SANDERS, LORNA L	CL-120037	67.71
177043	ACCURATE AIR ENGINEERING INC	CL-120046	109.00
		CL-120047	437.75
177044	ALISO VIEJO AUTO SERVICE	CL-120049	572.43
177045	APPLE COMPUTER INC	CL-120053	943.79
177046	AWARDS 'N MORE	CL-120054	141.84
177047	BEE MAN	CL-120153	399.00
177048	BETTER BUSINESS RECORDS	CL-120055	80.53
177049	BJ BINDERY	CL-120056	198.00
177050	BLAIRS TOWING	CL-120057	250.00
177051	BUSWEST	CL-120058	587.77
177052	CAPISTRANO GOLF CARS	CL-120154	602.06
177053	CAROLINA BIOLOGICAL SUPPLY CO	CL-120155	16,962.43
		CL-120156	9,238.69
177054	CINTAS CORP	CL-120061	121.12
		CL-120062	1,266.09
177055	CINTAS CORPORATION #640	CL-120063	936.84
177056	CLARK SECURITY PRODUCTS	CL-120064	3,090.28
177057	COAST RECREATION	CL-120065	3,180.29
177058	COMMERCIAL LANDSCAPE SUP. INC.	CL-120066	2,370.14
177059	CREATIVE FORMS DESIGN INC	CL-120067	106.67
		CL-120068	1,710.42
		CL-120069	4,635.25
177060	CREATIVE IMAGES	CL-120070	312.48
177061	CULVER-NEWLIN INC	CL-120073	1,386.10
177062	DELL MARKETING L P	CL-120078	257.72
		CL-120079	954.71
177063	DENAULT'S HARDWARE	CL-120080	24.34
177064	DOHENY BUILDERS SUPPLY	CL-120081	174.52
177065	ECS IMAGING INC	CL-120083	1,241.87
177066	ESCO EAR SERVICE CORP	CL-120084	31.00
177067	EVERYTHING MEDICAL	CL-120102	18.00
177068	FACILITIES PROTECTION SYSTEMS	CL-120085	1,240.00
177069	FACTORY MOTOR PARTS	CL-120086	859.77
177070	FLEET SERVICE SPECIALIST LLC	CL-120087	8,754.53
177071	FOLLETT EDUCATIONAL SVC	CL-120088	783.37
177072	GALE/CENGAGE	CL-120089	33.70
177073	HEWLETT-PACKARD COMPANY	CL-120090	55.42
177074	HUFCOR AIR WALL	CL-120091	3,720.00
177075	INTERSTATE BATTERIES	CL-120093	392.58
177076	ITO NURSERY	CL-120157	52.55
177077	JOHN DEERE LANDSCAPES	CL-120094	508.13
177078	KNORR SYSTEMS INC	CL-120097	629.18

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....JULY 25, 2012

Warrant Number	Name of Payee	Reference Number	Amount
177079	LAWNMOWERS ETC	CL-120098	3,157.78
177080	LOCAL JANITORIAL & VACUUM	CL-120099	1,763.76
177081	MIKE DEBELLIS	CL-120100	60.00
177082	COMPLETE OFFICE	CL-120147	77.56
		CL-120148	64.49
		CL-120149	28.74
		CL-120150	29.42
177083	LAKESHORE	CL-120151	819.69
177084	ALPINE ACADEMY	CL-120103	5,105.70
		CL-120104	3,520.00
177085	APPLE COMPUTER INC	CL-120234	5,007.01
		CL-120235	3,849.05
177086	APRENDE TUTORING	CL-120236	9,637.40
		CL-120237	10,659.32
177087	APSEMSU	PO-320149	750.00
177088	ATKINSON ANDELSON LOYA	CL-120238	7,361.21
177089	AUTISM SPECTRUM THERAPIES	CL-120105	925.00
177090	BESTGEN, MARY	CL-120239	586.00
177091	BLOCK, MARIE K	CL-120240	2,055.00
		CL-120241	2,055.00
177092	BRENDA CRARY	CL-120152	1,300.20
177093	CETPA	PO-320150	100.00
177094	DEAFinitely PROFESSIONAL	CL-120242	1,155.00
177095	HENRY, VALERIE	CL-120114	8,000.00
177096	HERITAGE CENTER	CL-120115	6,822.48
177097	IRMA RAMIREZ GARCIA	CL-120116	2,760.00
177098	MAXIM HEALTHCARE SERVICES	CL-120117	4,308.82
177099	ORANGE CTY DEPT EDUC	CL-120121	251,211.50
		CL-120122	88,263.50
177100	PROFESSIONAL TUTORS OF AMERICA	CL-120125	3,823.00
		CL-120126	675.00
		CL-120127	2,108.00
177101	REGENTS - UC	PO-320148	700.00
177102	THERAPEUTIC EDUCATION CENTER	CL-120130	2,640.00
		CL-120131	2,025.00
		CL-120132	2,025.00
		CL-120133	2,925.00
177103	YELLOWSTONE BOYS & GIRLS RANCH	CL-120137	1,791.00
		CL-120138	1,990.00
177104	H2O SPOT	CL-120141	1,154.30
177105	UNION BANK ACCT # 6745034800	PO-320063	2,401,681.54
		PO-320219	31,746.40
177106	1 DAY PAINT AND BODY	CL-120159	8,477.26
		CL-120160	1,261.01
177107	AT&T	CL-120161	11.91



Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....JULY 25, 2012

Warrant Number	Name of Payee	Reference Number	Amount
177108	AT&T-CALNET2	CL-120162	12,366.94
177109	CMRS-TMS	PO-320117	40,000.00
177110	MAIL FINANCE	PO-320275	1,101.82
177111	MILLER MECHANICAL	CL-120166	473.18
177112	MOBILE FLEET WASH	CL-120167	471.25
		CL-120168	471.25
177113	MR CLEAN MAINTENANCE SYSTEMS	CL-120169	8,371.24
177114	MUNICIPAL UNDERGROUND SERVICES	CL-120170	375.00
177115	NETWORK HARDWARE RESALE	CL-120171	9,544.98
177116	NILES BIOLOGICAL	CL-120172	46.36
177117	ORANGE COUNTY REGISTER	CL-120173	155.68
		CL-120174	150.00
177118	PEARSON EDUCATION	CL-120175	396.06
177119	PRAXAIR	CL-120176	59.96
		CL-120177	47.62
177120	PRINT & FINISHING SOLUTIONS	CL-120178	545.60
177121	PRIORITY MAILING SYSTEMS	PO-320130	3,335.00
177122	PSYCHEMEDICS	CL-120179	111.80
177123	RADIO SHACK ACCOUNTS REC	CL-120180	24.77
177124	RICKS TRAILER SUP	CL-120181	31.88
177125	SCHOOL SPECIALTY	CL-120184	119.04
		CL-120185	73.23
177126	SCOTT FORESMAN	CL-120186	2,864.56
177127	SELPA ADMINISTRATORS OF CA	PO-320201	600.00
177128	TRAVIS SOFTWARE	PO-320070	1,050.00
177129	MILLER MECHANICAL	CL-120321	2,911.36
177130	MOORE'S SEWING MACHINE	CL-120322	1,422.00
177131	PRIORITY MAILING SYSTEMS	CL-120323	871.79
177132	PRUDENTIAL OVERALL SUP	CL-120324	65.72
177133	SCOTT FORESMAN	CL-120187	2,372.98
		CL-120188	3,048.56
		CL-120189	3,048.56
177134	SEHI COMPUTER	CL-120190	192.60
		CL-120325	20.47
177135	SIMPLEX GRINNELL LP	CL-120327	510.00
177136	SKYLINE PEST CONTROL	CL-120328	330.00
177137	SMARDAN SUPPLY COMPANY	CL-120191	435.82
		CL-120329	2,281.48
		CM-130001	212.27-
177138	SMART & FINAL	CL-120192	133.88
177139	SMOG EXPRESS	CL-120193	49.95
		CL-120194	49.95
177140	SO COAST DISTRIBUTING CO	CL-120195	116.15
177141	SOUTH COAST ANSWERING SERVICE	CL-120330	127.31

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....JULY 25, 2012

Warrant Number	Name of Payee	Reference Number	Amount
177142	SOUTH COAST FAMILY MEDI CENTER	CL-120196	505.00
		CL-120197	100.00
		CL-120198	215.00
177143	SOUTH COAST MEDICAL GROUP	CL-120199	294.00
177144	SPARKLETTS	CL-120331	7.41
177145	SPICERS PAPER CO	CL-120201	892.17
177146	SPORTS FACILITIES GROUP INC	CL-120202	2,285.25
177147	STAPLES ADVANTAGE	CL-120203	9.22
		CL-120204	16.44
		CL-120207	640.67
		CL-120208	118.76
		CL-120209	72.28
		CL-120210	57.40
		CL-120211	964.46
		CL-120212	44.10
		CL-120213	6.82
		CL-120267	132.93
		CL-120268	19.51
		CL-120269	96.80
177148	STORAGE CONTAINER.COM	PO-320198	253.00
177149	THYSSENKRUPP ELEVATOR CORP	CL-120332	1,053.50
177150	TIFCO INDUSTRIES	CL-120214	206.50
177151	WAL MART COMMUNITY/GEGRB	CL-120223	116.71
		CL-120224	6,000.00
177152	WAL MART COMMUNITY/GEGRB	CL-120225	234.41
		CL-120226	197.70
		CL-120227	184.93
		CL-120228	349.92
177153	YALE CHASE EQUIPMENT AND	CL-120333	1,062.50
177154	SPARKLETTS	CL-120200	21.24
177155	STAPLES ADVANTAGE	CL-120206	532.27
177156	STAPLES ADVANTAGE	CL-120205	232.50
177157	BERGMAN DACEY GOLDSMITH	CL-120246	1,710.00
177158	BOWIE ARNESON WILES &	CL-120247	1,497.50
		CL-120248	5,131.50
		CL-120263	616.50
177159	CR&R INCORPORATED	CL-120252	13,180.80
177160	MOULTON NIGUEL WATER	CL-120255	6,299.20
177161	SAMLARC	CL-120257	13,900.00
177162	SAN DIEGO GAS & ELECTRIC	CL-120258	104,811.27
177163	SANTA MARGARITA WATER	CL-120259	20,406.21
177164	SO CAL GAS CO	CL-120260	10,354.04
177165	SO COAST WATER DIST	CL-120261	2,966.53
		CL-120265	8,132.74
177166	SOUTHERN CALIFORNIA EDISON	CL-120262	5,366.09

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....JULY 25, 2012

Warrant Number	Name of Payee	Reference Number	Amount
177167	US BANK NATIONAL ASSOCIATION	CL-120245	3,300.00
177168	COUNTY OF ORANGE	PV-130003	75.00
177169	ANKROM, MICHELLE	PV-130002	65.00
177170	DREW, SHENNA	PV-130004	90.00
177171	HENRIKS, TERESE	PV-130007	159.00
177172	JERNQUIST, CARIE	PV-130008	79.00
177173	WINER, NICOLE	PV-130011	129.00
177174	ELLIOTT, SHAUNA	PV-130005	405.00
177175	KIM, HEESON	PV-130009	685.00
177176	MCKINNEY, YAMILE	PV-130010	285.00
177177	HARMAN, JOHN	PV-130006	487.00
177178	CHAPMAN UNIVERSITY	CL-120276	500.00
177179	GRIFFITH, LINDA	CL-120271	37.65
177180	NETT, DONNA	CL-120275	37.71
177181	WELLIKSON, JOSH	CL-120277	14.01
177182	KU, JULIE	CL-120274	50.00
177183	HARRIS, REBECCA	CL-120272	285.00
177184	HOROWITZ, HEIDI	CL-120273	50.00
177185	CROSS, MELINDA	CL-120278	198.69
177186	FEESER, JENNIFER	CL-120279	80.26
		CL-120280	53.50
177187	GOFORTH, KRISTYN	CL-120281	63.61
		CL-120282	42.40
177188	GONG, PHOEBE	CL-120283	231.44
177189	GRAY, LISA	CL-120334	84.36
177190	HAACK, KATHI	CL-120285	151.52
177191	HARMAN, NANCY	CL-120286	143.75
177192	HARVEY, LAUREN	CL-120287	101.01
177193	HERVEY, ROBIN	CL-120288	78.26
177194	HEUSER, RACHEL	CL-120289	249.20
177195	HOGGIN, RICH	CL-120290	28.31
177196	HOWARD, ANDREA	CL-120291	96.02
177197	HUYNH, TINA	CL-120292	79.92
177198	IMSLAND, TRACEY	CL-120293	78.26
177199	KAROLYS, ANDREA	CL-120295	111.00
177200	KIMMELL-CAMOIA, JULIE	CL-120296	129.32
177201	KROGMAN, DEBRAH	CL-120294	38.30
177202	LONE, JENNIFER	CL-120297	142.64
177203	MALONE, JULEE	CL-120298	172.61
177204	MARCUS, BRUCE	CL-120299	89.36
177205	MEISSNER, ANDREA	CL-120301	204.24
177206	MENDEL, LINDA	CL-120302	140.42
177207	MORROW, ELYSE	CL-120303	83.25
177208	NASON, KIM	CL-120304	172.05
177209	PARKER, LAURA	CL-120305	64.94

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2011-12 =====\*  
Board of Trustees Meeting.....JULY 25, 2012

Warrant Number	Name of Payee	Reference Number	Amount
177210	PEREZ, RICHARD	CL-120307	164.84
177211	PETERSON, DEBRA	CL-120306	264.74
177212	PINKERTON, DAN	CL-120308	183.15
177213	PRIMICIAS, MELISSA	CL-120309	113.22
177214	ROCHE, ANN	CL-120310	168.17
177215	SMEGAL, PAM	CL-120311	33.93
177216	STIRLING, ROBERT	CL-120312	175.94
177217	STOFFEL, DAVID E	CL-120313	56.95
		CL-120314	37.96
177218	TERHUNE, CYNTHIA	CL-120315	155.96
177219	THORNBURG, QUIN	CL-120316	78.26
177220	WALTERS, ELAINE	CL-120317	37.19
177221	WENTZEL, KORY	CL-120318	127.10
177222	YOUNGERMAN, PAUL	CL-120319	27.31
		CL-120320	18.20
177223	MCMURRAY, JOYCE	CL-120300	105.45
177224	1ST JON	PV-130012	308.15
177225	AIR CONDITIONING CONTROL SYS	CL-120336	433.33
177226	ALISO NIGUEL AUTO CARE	CL-120337	3,119.60
177227	BEE MAN	CL-120338	135.00
177228	BJ BINDERY	CL-120339	200.00
177229	CAPISTRANO GOLF CARS	CL-120341	69.99
177230	CULVER-NEWLIN INC	CL-120343	387.68
177231	DANIELS TIRE SERVICE	CL-120344	2,924.34
177232	DUNN-EDWARDS CORP	CL-120082	719.91
177233	FISHER SCIENTIFIC	CL-120345	46.31
177234	FOLLETT EDUCATIONAL SVC	CL-120346	93.26
177235	GANAHL LUMBER	CL-120347	10,414.96
177236	GEISENS AUTO UPHOLSTERY	CL-120348	253.10
177237	GLEN PRODUCTS	CL-120349	344.34
177238	HD SUPPLY FACILITIES MAINTN	CL-120351	37.11
177239	IMAGE 2000	CL-120355	170.00
177240	IPC USA	CL-120356	6,046.84
		CL-120357	90,000.00
		CL-120358	90,000.00
177241	JOHNSTONE SUPPLY	CL-120095	2,070.13
		CL-120096	481.83
242 Warrants			\$10,460,956.33



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

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

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Fusionstorm	Californai Multiple Award Schedule Contract No. 3-10-70-2039d, Cisco Auto Distribution, Internet Encryption and Firewall, LanWan Wireless Network, Network Component	10/12/2010
Fusionstorm	State of Minnesota, Department of Administration, Natonal Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services.	3/28/2012
Gilbert & Stearns, Inc.	Bid No. 1011-02 Electrical Service	6/29/2010
Gold Star Foods	Bid No. 1011-05 Frozen Food Products	3/10/2008
Gold Star Foods	Bid No. 1011-14 Grocery Products	5/9/2011
Gold Star Foods	Bid No. 1112-03 Bakery Products	6/29/2011
Golden State Technology, Inc dba GST	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Government Financial Services	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
Great Western	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Harbottle Law Group	RFQ No. 10-0809 General Legal Services	12/15/2009
Hertz Furniture	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Hewlett-Packard Company	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Hollandia Dairy	Bid No. 1011-08 Milk and Dairy Products	3/8/2011
Horizons Construction Co, International, Inc	Bid No 1011-09, SJHHS 30 Meter Pool/Support Buildings	3/8/2011
Hot Dogger Tours, Inc. dba Gold Coast Tours	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Illuminate Education, Inc.	RFQ No. 7-1011 Student Assessment Data Management System	5/25/2011
IPC (USA), Inc.	Multi-District Cooperative Bid No. 114-10, Fuel (Gasoline and Diesel)	7/13/2010
JFK Transportation, Co., Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
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



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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Notification Technologies, Inc.	RFP - Emergency Parent Notification System	9/29/2007
NvLS Professional Services, LLC	RFQ No. 2-1213, E-Rate Consultant	6/27/2012
Office & Ergonomic Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Ohno Construction	Bid No. 1011-15 San Juan Hills High School Stadium Phase II	9/26/2011
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
Renaissance Learning, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Roadways International, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
School Space Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
SchoolsFirst Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
Southern California Gray Line	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Southwest School and Office Supply	Placentia Yorba Linda, Bid No. 211-12, Supplies	1/25/2012
Staples Advantage	County of Orange Master Agreement No. MA-017-10011795 - Office Supplies	9/14/2010
Staples Advantage	County of Orange Master Agreement No. MA-017-10011795 - Office Supplies	5/23/2012
Stradling Yocca Carlson & Rauth	RFQ No. 10-0809 General Legal Services	12/15/2009
Stutz, Artiano, Shinoff and Holtz	RFQ No. 10-0809 General Legal Services	12/15/2009
Sysco Food Services of L.A.	Bid No. 1011-14 Grocery Products	5/9/2011
Tel-Tec Security System	CMAS 4-11-84-0037A - Security Systems	9/12/2011
Transportation Charter Services, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Troxell Communications, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Twining, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
United Refrigeration Inc.	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Valiant IMC	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	4/21/2008

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
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



<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
Coca Cola Refreshments	\$841.90	Supplies	Aliso Niguel High School
WestEd	\$1,000.00	Supplies	Aliso Niguel High School
Aliso Viejo Middle School PTSA	\$3,420.75	Supplies	Aliso Viejo Middle School
Aliso Viejo Middle School PTSA	\$1,087.35	iPads for Social Science Department	Aliso Viejo Middle School
San Juan Capistrano Education Foundation	\$710.75	Transportation - Field Trip	Ambuehl Elementary School
Ruby's Mission Viejo, LTD	\$225.99	Supplies	Bathgate Elementary School
California Pizza Kitchen, Inc.	\$348.20	Supplies	Bathgate Elementary School
Bathgate PTA	\$8,000.00	2012-2013 Librarian	Bathgate Elementary School
Well Fargo Foundation	\$1,000.00	Supplies	Bernice Ayer Middle School
Forster Ranch Education Foundation	\$10,000.00	Computer Lab and Library Computers	Bernice Ayer Middle School
Bernice Ayer Middle School	\$10,000.00	Computer Lab and Library Computers	Bernice Ayer Middle School
Canyon Vista PTA	\$330.00	Transportation - 2nd Grade Field Trip	Canyon Vista Elementary School
Canyon Vista PTA	\$852.50	Transportation - Field Trip	Canyon Vista Elementary School
Canyon Vista PTA	\$330.00	Transportation - 5th Grade Field Trip	Canyon Vista Elementary School
Ms. Michelle Andrews	\$0.00	Dell Computer Monitor	Canyon Vista Elementary School
Chaparral PTA	\$10,000.00	Instructional Aide for 2012-2013	Chaparral Elementary School
Chaparral PTA	\$951.00	School Supplies	Chaparral Elementary School
Concordia PTA	\$149.95	Computer Lab Math program	Concordia Elementary School
Del Obispo PTA	\$192.50	Charter Transportation	Del Obispo Elementary School
Ms. Erissa Jeffries	\$110.00	Supplies	District Music Program
OC Marathon	\$310.00	Supplies	Don Juan Avila Elementary School
Don Juan Avila Elementary School PTA	\$7,042.00	Art Masters Program	Don Juan Avila Elementary School
Whole Kids Foundation	\$2,000.00	Supplies	Fred Newhart Middle School
George White PTA	\$3,574.51	Supplies	George White Elementary School
George White Booster Club	\$1,552.00	Laptop and Software Package	George White Elementary School
George White PTA	\$1,331.32	Supplies - 4th Grade	George White Elementary School
Coca Cola Refreshments	\$14.39	Print Shop Instructional Costs	George White Elementary School
Harold Ambuehl Elementary School PTA	\$180.00	Substitute Teacher for Field Trip	Harold Ambuehl Elementary School
Harold Ambuehl Elementary School PTA	\$546.75	Transportation for Field Trip	Harold Ambuehl Elementary School
Lifetouch National School Studios	\$805.00	Spring Photos	Hidden Hills Elementary School
Hidden Hills PTA	\$90.00	Substitute Teacher	Hidden Hills Elementary School
The OC Marathon	\$105.00	Supplies	Hidden Hills Elementary School
John Malcom PTA	\$495.00	Transportation - 3rd Grade Field Trip	John Malcom Elementary School
THE OC Marathon	\$500.00	Supplies	John Malcom Elementary School
John Malcom PTA	\$728.75	Transportation - 1st Grade Field Trip	John Malcom Elementary School
US Ocean Safety, Incorporated	\$50.00	Instructional Supplies - 5th Grade	John Malcom Elementary School
John Malcom PTA	\$600.00	Field Trip to Tessman Planetarium- 3rd Grade	John Malcom Elementary School
John Malcom PTA	\$295.00	Field Trip to Crystal Cove- 3rd Grade	John Malcom Elementary School
John Malcom PTA	\$330.00	Field Trip Transportation - 3rd Grade	John Malcom Elementary School
Coca Cola Refreshments	\$46.70	Supplies	Kinoshita Elementary School
Spreebird	\$61.37	Supplies	Kinoshita Elementary School
Sumner Photography	\$683.00	Supplies	Kinoshita Elementary School
Ladera Ranch Education Foundation	\$172.80	2012-2013 Music Program	Ladera Ranch Elementary School
Ladera Ranch Middle School PTA	\$20,000.00	Technology	Ladera Ranch Middle School

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
Ladera Ranch Middle School PTA	\$6,500.00	Apple Computer Lease	Ladera Ranch Middle School
Juice It Up (ACE Equities)	\$475.00	Instructional Materials	Ladera Ranch Middle School
Ladera Ranch Education Foundation	\$1,000.00	Instructional Supplies	Ladera Ranch Middle School
Ladera Ranch Education Foundation	\$93.60	Instructional Supplies	Ladera Ranch Middle School
Ladera Ranch Education Foundation	\$280.00	Instructional Supplies	Ladera Ranch Middle School
Las Palmas PTA	\$35,354.93	Interventio, MTM, Primary Music, and iPods Can	Las Palmas Elementary School
Las Palmas PTA	\$2,000.00	Paper	Las Palmas Elementary School
Las Flores ES Booster Club	\$1,053.80	Two Xerox Printers	Las Flores Elementary School
Las Flores Middle School PTA	\$1,717.20	Computers	Las Flores Middle School
Las Flores Middle School PTA	\$15,000.00	iPad Cart	Las Flores Middle School
Donna B's	\$150.00	Supplies	Moulton Elementary School
Oak Grove PTA	\$8,200.00	Technology	Oak Grove Elementary School
San Clemente High School PTSA	\$30.00	2012-2013 School Loop	San Clemente High School
San Juan Capistrano Elementary PTA	\$5,200.00	Instructional Supplies	San Juan Elementary School
Mrs. Irma Goerner	\$0.00	School Materials and Supplies	San Juan Elementary School
Zuni Trucking c/o Myra Zuniga	\$0.00	School Supplies and Storage Cabinets	San Juan Elementary School
Tijeras Creek Booster Club	\$1,366.69	Primary Music	Tijeras Creek Elementary School
Tijeras Creek PTA	\$455.27	Illuminate Scanners	Tijeras Creek Elementary School
Well Fargo Foundation	\$140.00	Computer Lab	Tijeras Creek Elementary School
Trunman Benedict PTA	\$1,600.00	Spotlight Software License	Truman Benedict Elementary School
Trunman Benedict PTA	\$6,773.48	Seven Laptops	Truman Benedict Elementary School
Trunman Benedict PTA	\$19,222.06	Computer lab Lease Payoff	Truman Benedict Elementary School
Truman Benedict PTA	\$1,723.00	Art Masters Program	Truman Benedict Elementary School
TRUIST	\$48.00	General Supplies	Truman Benedict Elementary School
Truman Benedict PTA	\$727.00	1st Grade Assembly	Truman Benedict Elementary School
Forster Ranch Education Foundation	\$3,088.20	Transportation - 5th Grade Camp	Truman Benedict Elementary School
Truman Benedict PTA	\$1,935.00	Transportation - 5th Grade Camp	Truman Benedict Elementary School
Forster Ranch Education Foundation	\$162.96	Engraving of 11 Laptops	Truman Benedict Elementary School
Truman Benedict PTA	\$144.62	Engraving of 7 Laptops	Truman Benedict Elementary School
Viejo Elementatry School	\$2,000.00	Supplies	Viejo Elementary School
Ms. Kelly Helton	\$5,000.00	Kindergarten Music Program	Wagon Wheel Elementary School
Wood Canyon ES Foundation	\$10,500.00	2012-2013 Primary Music	Wood Canyon Elementary School
	\$223,005.29		

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

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	NOT TO EXCEED
ICA	1213097	5	General Fund	Grant Thornton, LLP	Actuarial and benefits advisory services related to post employment benefits other than pensions, specifically issues related to compliance with GASB45 accounting and financial reporting.	\$ 4,500.00
ICA	1213098	3	Title II	Bradley Scott Fulton	Math Training seminar for secondary teachers	\$ 3,000.00
MCA	1213099	3	Special Ed	Island View Academy	Residential Mental Health Services	\$ 280,000.00
						\$ 287,500.00

EXHIBIT 8

Page 1 of 1

ICA - Independent Contractors Agreement

PSA - Professional Services Agreement

MC- Master Contract

Pillar 1 Community Relations

Pillar 2 Safe & Healthy Schools

Pillar 3 Academic Achievement & Enrichment

Pillar 4 Character Development

Pillar 5 Effective Operations





## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of July 26, 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").

### **GRANT THORNTON, LLP**

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

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

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Contracting Services");

NOW, THEREFORE, the Parties agree as follows:

**Scope of Work/Services.** Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

**Fees and Expenses.** For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$4,500 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 7/26/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

**DISTRICT**

**CONTRACTOR**

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

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: \_\_\_\_\_

Signature \_\_\_\_\_

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

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

Address \_\_\_\_\_

Email Address: \_\_\_\_\_

EIN/SSN \_\_\_\_\_



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

GRANT THORNTON, LLP  
175 w. Jackson Boulevard, 20<sup>th</sup> Floor  
Chicago, IL 60604-2687  
312-856-0200 phone  
312-565-4719 fax

Carl.Mowery@us.gt.com

Actuarial and benefits advisory services related to post-employment benefits other than pensions, specifically issues related to compliance with GASB45 accounting and financial reporting.

**Rate of Pay & Expenses**

Fixed fee for 2012-2013 school year for a full valuation for the 2011-2012 fiscal year -  
\$4500.00

Signature \_\_\_\_\_ Date \_\_\_\_\_

Typed or Printed Name \_\_\_\_\_

## **Capistrano Unified School District Statement of Work for GASB 45 Actuarial Services**

This Statement of Work (“Statement of Work”) dated June 25, 2012 becomes a part of and is subject to the terms and conditions of the Agreement dated July 22, 2011 between Capistrano Unified School District (“Client” or “you”) and Grant Thornton LLP (“Grant Thornton,” “Firm,” or “we”). Any capitalized terms that are not defined in this Statement of Work shall have the meanings in the Agreement.

The purpose of this Statement of Work is to describe the scope of services (“Services”) the Client is requesting Grant Thornton to perform, and to set forth the agreed fee, timing and other matters related to the Services.

### **THE SERVICES WE WILL PROVIDE**

The Services we will provide under this Statement of Work consist of actuarial and benefits advisory services related to your offered postemployment benefits other than pensions (OPEB). Specifically, Grant Thornton shall provide the following actuarial and consulting services related to compliance with GASB 45 accounting and financial reporting for your OPEB plans:

- Grant Thornton shall assist you by providing actuarial valuation and consulting services related to all OPEB plans identified;
- Facilitate the selection of reasonable actuarial assumptions for purposes of GASB 45 compliance;
- Develop the July 1, 2011 net OPEB obligation and 2011-2012 Fiscal Year OPEB cost for financial reporting purposes according to GASB 45;
- Present results to the relevant audience within your group telephonically; and,
- Prepare a written actuarial valuation summary documenting the results under GASB 45.

Specific steps necessary to satisfy the accounting and financial reporting standards of employers mandated under GASB 45 include:

#### **Data review**

Utilizing accurate participant data and claims information is essential for an OPEB actuarial valuation. This task involves analyzing the relevant participant census and claims data for reasonableness and integrity. All data from you is to be complete and accurate. If errors and inconsistencies are identified, you will correct and resubmit for valuation.

In order to complete this task, we will:

- Discuss the data collection procedures with appropriate Client personnel;
- Provide a spreadsheet that you will populate with plan and census information; and
- Review plan provisions and research any alternative plans that may exist – if any alternative plans exist, they will be considered out of scope.

For financial reporting purposes, an actuarial valuation is required at least biennially for OPEB plans with a total membership of 200 or more. This allowance grants you the option to follow a three year actuarial valuation cycle. In years one and three a full actuarial valuation is completed to determine

the OPEB cost and obligations and in year two the OPEB cost and obligations are estimated by rolling forward the year one valuation results. Collecting and analyzing claims and participant census data will occur every other year, unless there are significant changes in the plan or covered population. A new valuation should be performed if, since the previous valuation, significant changes have occurred that affect the results of the valuation, including significant changes in benefit provisions, the size or composition of the population covered by the plan, or other factors that impact long-term assumptions.

### **Determination of Actuarial Assumptions**

The selection of actuarial assumptions will be guided by applicable actuarial standards. This involves an analysis of the actuarial assumptions (both economic and non-economic). The final assumptions are selected by you and we will perform a review and provide information which will enable you to select the appropriate actuarial assumptions as required under the GASB standards.

We will:

- Analyze plan claims experience, to the extent that credible experience data are available, and the underlying cause of any recent premium rate fluctuations if necessary;
- As appropriate, provide a range of reasonable assumptions to be used in calculating the OPEB obligations; and
- Increase your understanding of the assumptions used by Grant Thornton in its actuarial valuation.
- Discuss the assumptions with you and your members personnel to gain an understanding of the various issues impacting the assumptions; and
- Compare those assumptions with the assumptions used by other large public organizations.

### **Actuarial Valuation**

This task incorporates the agreed upon actuarial assumptions and various actuarial methods to determine the OPEB obligations. We will:

- Establish an actuarial model for evaluating benefit liabilities under the substantive plan (the plan as understood by you and plan members); and
- Calculate and measure the present value of projected benefits, normal cost, actuarial accrued liability, actuarial value of assets, etc.

### **Preparation of GASB Accounting Information**

This task incorporates the agreed upon actuarial assumptions and various actuarial methods to determine the OPEB obligations. We will:

- Calculate the applicable net OPEB obligation, the applicable fiscal year OPEB cost ("ARC"), any applicable adjustments to the ARC, , etc.; and
- Prepare exhibits for employer financial reporting (GASB 45).

## **Actuarial Valuation Report and Recommendations**

This task involves preparing an actuarial valuation report containing:

- Executive summary of results;
- Exhibits containing information relevant to satisfying disclosure requirements under GASB 45;
- Summary of census data;
- Summary of actuarial assumptions; and
- Summary of plan provisions.

In addition, Grant Thornton will include one hour of telephonic support with the auditor to discuss the report.

## **ENGAGEMENT TEAM**

Your engagement team for this scope of work will include:

- Carl Mowery, Managing Director, who will oversee the client relationship and the quality of the work. His direct telephone number is 312.602.9147.
- Brett Schwab, ASA, EA, MAAA, Manager who will oversee and review the actuarial work. His direct telephone number is 312.602.8134.

## **DELIVERING THE SERVICES**

Prior to the commencement of work, we will discuss with you and/or management to establish expected timeframe and deliverables for Services listed above including management's role and the additional resources allocated to the project.

Our responsibility under this Statement of Work extends only to Services we expressly agree to provide herein. Our responsibility does not include, for example, studies, detailed research or analysis not specifically set forth in this Statement of Work. If such items arise, we will provide you an estimate of fees and timeframe before commencing work.

## **FEES AND PAYMENT TERMS**

Our fees for the Services under this Statement of Work will be \$4,500. This fixed fee is based upon the following assumptions:

- Grant Thornton receives timely and complete information and participant data from the Client.
- The participant data is provided to Grant Thornton in a form compatible with Microsoft Excel or Access.
- The scope of the engagement does not expand beyond the scope described in this proposal.

We will discuss with you circumstances that require us to do additional work which may include, but are not limited to, work to satisfy our obligations under applicable professional standards including

additional fact gathering, analysis and preparation of disclosure forms, unforeseen scope changes, and late or incomplete client provided information. If it appears that the above stated fee will be exceeded, we will consult with you before continuing with the engagement.

We will bill you after the actuarial valuation report has been provided. However, if the work extends beyond eight weeks after the data request has been sent, we reserve the right to invoice you on a periodic basis. Our billings are payable within 30 days of receipt.

#### **ENTIRE AGREEMENT**

This Statement of Work represents the parties' entire understanding with respect to the Services in this document. It does not modify or amend the Agreement. In the event of a conflict between this Statement of Work and the Agreement, the terms of the Attachment A shall govern.

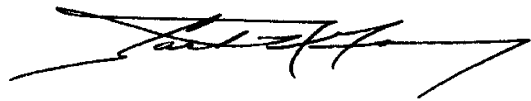
#### **AGREED AND ACCEPTED**

We agree to the terms and conditions as set forth above.

#### **CAPISTRANO UNIFIED SCHOOL DISTRICT**

By:   
Authorized Signature, Title

Date: June 26, 2012

  
\_\_\_\_\_  
Carl R. Mowery, Managing Director

Date: June 25, 2012



## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of July 26, 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").

### BRADLEY SCOTT FULTON

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

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

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Contracting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$3,000 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 7/26/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

**DISTRICT**

**CONTRACTOR**

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

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: \_\_\_\_\_

Signature \_\_\_\_\_

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

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

Address \_\_\_\_\_

Email Address: \_\_\_\_\_

FEIN/SSN \_\_\_\_\_

## FEE SCHEDULE

Brad Fulton  
P.O. Box 233  
Millville, CA 96062  
Phone: (530) 547-4687  
Fax: (530) 547-4317  
Cell: (530) 604-1676  
brad@tttpress.com

Consultation and presentation of teacher training and included master copy of materials.

Rate: \$3,000 for the day with expenses included.

Signature Brad Fulton Date 6/4/12  
Brad S. Fulton



## MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of July 26, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

### ISLAND VIEW ACADEMY, INC.

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 26, 2012 through June 30, 2013.

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

☒ Master Contract    ☒ Special Conditions    ☒ Required Documents and Certifications    ☒ Purchase Order(s)

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

**"DISTRICT"**

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

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

**"CONTRACTOR"**

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

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

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

Email address \_\_\_\_\_

FEIN/SSN \_\_\_\_\_



**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2012-2013**

**EXHIBIT A: RATES**

<b>CONTRACTOR</b>	<b>Island View Academy</b>	<b>2012-2013</b>
<b>(NONPUBLIC SCHOOL OR AGENCY)</b>	<b>CONTRACTOR NUMBER</b>	<b>(CONTRACT YEAR)</b>

**Per CDE Certification, total enrollment may not exceed** \_\_\_\_\_ **If blank, the number shall be as determine by CDE Certification.**

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

Payment under this contract may not exceed \_\_\_\_\_  
Total LEA enrollment may not exceed \_\_\_\_\_

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	\$140	Daily
Basic Education Program/Dual Enrollment		

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

**B. Related Services**

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of _____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – Per diem		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group		
	c. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
(10)	Nursing Services		
(11)	Residential Board and Care	\$202	Daily
(12)	Residential Mental Health Services	\$85	Daily

\*Parent transportation reimbursement rates are to be determined by the LEA.

# Change Order Summary Log

San Juan Hills High School Stadium Phase II

DSA # 04-108716

Data Date 6/25/2012

Description	Change Order #5
Original Contract Sum	\$ 1,640,000.00
Net Change by Previous Authorized Requests and Changes	\$ 87,344.20
Contract Sum Prior to this Change Order	\$ 1,727,344.20
Contract Sum Will Be Increased	\$ 12,386.00
New Contract Sum Including this Change Order	\$ 1,739,730.20

# EXECUTED OR BOARD SUBMITTED CO'S & EXECUTED WO'S

## San Juan High School Stadium Phase II

### RESPONSIBILITY CODE LOG

Data Date 6/14/2012

TOTAL ORIGINAL CONTRACT VALUE: \$1,640,000.00 \$99,730.20  
 TOTAL CURRENT CONTRACT VALUE: \$1,739,730.20 \$1,739,730.20

RESPONSIBILITY CODE	No.	VALUATION	Pending	Percent
Differing Conditions	1	\$43,519.00	\$0.00	2.65%
Errors and Omissions	2	\$10,018.20	\$0.00	0.61%
Value Enhancement	3	\$46,193.00	\$0.00	2.82%
Resolution of Claim	4	\$0.00	\$0.00	0.00%
Required Extra Scope	5	\$0.00	\$0.00	0.00%
Optional Extra Scope	6	\$0.00	\$0.00	0.00%
Credit	7	\$0.00	\$0.00	0.00%
Other	8	\$0.00	\$0.00	0.00%
Total Approved Change		\$99,730.20	\$0.00	6.08%
Percent Change		\$99,730.20	0.00%	6.08%

WO = Work Order  
 COP = Cost Proposal  
 CO = Change Order  
 APPWO = Fully Executed Work Order

Change Order	DOCUMENT TYPE	DOCUMENT NUMBER	ORIGIN DATE	DESCRIPTION / TITLE	STATUS	VALUATION	RESPONSIBILITY CODE TO PROJECT COMPLETION	Pending Code	STATUS Signed (s) Unilateral (u)	DSA Approved	Board Excerpt
Change Order #1											
Change Order #2	WO	1	01/19/12	Bleacher Material Shortage		\$35,924.00	1		s		
Change Order #3	WO	2	12/21/11	Additional Landscaping		\$22,638.00	3		s		
Change Order #4	WO	3	02/17/12	New Concrete Curb @ Pole Vault Area		\$5,471.00	2		s		
Change Order #5	WO	4	03/29/12	Existing Electrical Conditions		\$5,285.00	1		s		
Change Order #6	WO	5	04/26/12	Elevator Sack and Patch		\$4,547.20	2		s		
Change Order #7	WO	6	05/17/12	Additional Concrete Curbing		\$12,047.00	3		s		
Change Order #8	WO	7	05/19/12	Relocation of Vertical Lift Controls		\$1,432.00	3		s		
Change Order #9	WO	8	05/22/12	Removal of Excess D.G.		\$2,310.00	1		s		
Change Order #10	WO		06/13/12	Landscape Enhancement and Protection		\$10,076.00	3		s		



Capistrano Unified School District  
Facilities and Plant Operations  
33122 Valle Road  
San Juan Capistrano, California  
92675

Project: -- 1011-15 SJHHS Stadium Phase II  
Contract Number: 1011-15

Purchase Order No. :  
DSA Number: A04-108716

## **CHANGE ORDER**

To: Ohno Construction Company  
16174  
Fontana, CA 92337

Change Order No. : 00005  
Date: 6/25/2012

Title: Change Order #005

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
00001	Differing Conditions	0	\$2,310.00
During excavation and removal of the decomposed granite (D.G.) track surfacing, it was discovered that sections of the track were over the 3-1/2" depth depicted on the drawings. Contractor shall remediate the additional D.G. and fine grade per NMG Field Report dated 5/17/2012 (Refer to Attachment "A"). As such, the District determined the costs and negotiated the full and final total as noted below (Refer to Attached, fully executed, Work Order #7).			
00002	Value Enhancement	0	\$10,076.00
It was discovered that the conduit from the East "D" Zone to the press box was installed in the Phase II Project. Thus, 200 sf of asphalt, 100 lf of 1" conduit and two (2) concrete pull boxes can be deducted (refer to Attachment "A"). District requested the Contractor furnish and install ten (10) additional trees and irrigation to complete the landscape at the Home side of the North slope (coordinate with District representative for exact locations). District requested that the Contractor finish grade the slope on the West end past the retaining wall to a 1 to 1 slope (refer to Attachment "B"). District requested the Contractor furnish and install snow fence around the softball/baseball practice field in order to protect the new turf. Core holes in the concrete discus pad for new discus screen provided by the District and provide a smooth finish to the discus and shot put rings. As such, the District determined the costs and negotiated the full and final total noted below (Refer to Attached, fully executed, Work Order #8).			

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the changes under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.



Capistrano Unified School District  
Facilities and Plant Operations  
33122 Valle Road  
San Juan Capistrano, California  
92675

Project: -- 1011-15 SJHHS Stadium Phase II

Purchase Order No. :

Contract Number: 1011-15

DSA Number: A04-108716

## CHANGE ORDER

The Original Contract Sum was .....	\$1,640,000.00
Net Change by Previously Authorized Requests and Changes .....	\$87,344.20
The Contract Sum Prior to This Change Order was .....	\$1,727,344.20
The Contract Sum Will be Increased .....	\$12,386.00
The New Contract Sum Including This Change Order .....	\$1,739,730.20
The Contract Time Will Not Be Changed .....	
The Date of Substantial Completion as of this Change Order Therefore is ...	

	Signature	Date
CUSD - Joe Farley		
Owner's Representative	<i>[Signature]</i>	6/27/12
Contractor	<i>Joe Callahan OTHER CONST</i>	6/27/12
Architect of Record	<i>[Signature]</i>	6/25/12
Inspector of Record	<i>B - R -</i>	6/26/12



Capistrano Unified School District  
Facilities and Plant Operations  
33122 Valle Road  
San Juan Capistrano, California 92675

Project: -- 1011-15 SJHHS Stadium Phase II

Contract Number: 1011-15

DSA Number: A04-108716

## WORK ORDER

To: Ohno Construction Company  
16174  
Boyle Avenue  
Fontana, CA 92337

Work Order No. : 00007  
Date: 5/18/2012

Title: Removal of Excess D.G.

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 identified herein.

### Description of Proposal:

During excavation and removal of the decomposed granite (D.G.) track surfacing, it was discovered that sections of the track were over the 3-1/2" depth depicted on the drawings. Contractor shall remediate the additional D.G. and fine grade per NMG Field Report dated 5/17/2012 (Refer to Attachment "A"). As such, the District determined the costs and negotiated the full and final total as noted below.

Item	Description	Amount
00001		\$2,310.00

### 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 **\$2,310.00** ☐ 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		5/25/12
Owner's Representative		5/22/12
Contractor		5/22/12
Architect of Record		5/21/12
Inspector of Record		5/22/12

**SJJHS Stadium Phase II BID # 1011-15**

**W.O. # 7**

**Itemized Back-up**

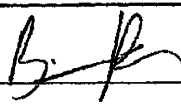
DATA DATE: 05/18/2012

**Redistribute D.G.**

Refer to Attachment "A" & "B" dated 05/18/2012

Add					
ITEM NO.	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Provide Equipment Grader and Operator to fine grade redistribute decomposed granite to have maximum thickness no greater than 1/2" in any area. \$125/hr x 8/hrs. = \$1000				\$ 2,000.00
				Subtotal ADD	\$ 2,000.00
				10% Sub Fee	\$ 200.00
				Subtotal	\$ 2,200.00
				5% G.C./Ins. Fee	\$ 110.00
				<b>FULL AND FINAL TOTAL*</b>	<b>\$ 2,310</b>

\*Rounded to nearest dollar

Project Name: <b>CUSD 554HS Bleachers</b>		Project No: <b>00071-08</b>		Date: <b>5/17/12</b>	Report No. <b>-</b>
Location: <b>San Juan Capistrano, CA</b>		Author: <b>TL</b>		Day: <b>MTWTFSS</b>	
Client/Contractor: <b>CUSD / Knowlton / Ohno</b>		Supt/Foreman: <b>Brian / Joe</b>		Weather: <b>Clear</b>	
Field Supervisor: <b>JAC</b>		Geologist: <b>LY</b>		Engineer: <b>KGM</b>	
Observation/Testing of: <b>Track A.B. / subgrade - conditions &amp; recommendations.</b>				Tech	<b>TL</b>
Retaining wall backfill - Elevator area.				Hours	<b>3.0</b>
Equipment Working: <b>1 - mini excavator, 1 - wheelbarrow, 1 - hose</b>					
Summary of Operations: <b>On site at 7:00 am to observe the aggregate base after removal of the decomposed granite. Upon observation areas of DG remain in the section up to 1" thick. Conversations between the school district representative and NMG Geotechnical engineer have resulted in the recommendation to have the D.G dispersed over the entirety of the track to have a maximum thickness no greater than 1/2" in any area. Contractor to begin these remedial operations tomorrow. Contractor resumes backfilling the retaining wall. Operations to be observed on a part-time basis.</b>					
<div style="text-align: right;"> San Juan Hills High School  Stadium Completion  Work Order #007  Attachment "A" </div>					
Page 1 of 1					
<b>FIELD REPORT</b>		Received by: 		<b>NMG</b>	
		<b>NMG GEOTECHNICAL, INC.</b>			

White - File Copy

Yellow - Client Copy

Pink - Client/Agency Copy

Gold - Field Copy





Capistrano Unified School District  
Facilities and Plant Operations  
33122 Valle Road  
San Juan Capistrano, California 92675

Project: -- 1011-15 SJHHS Stadium Phase II  
Contract Number: 1011-15

DSA Number: A04-108716

## WORK ORDER

To: Ohno Construction Company  
16174  
Boyle Avenue  
Fontana, CA 92337

Work Order No. : 00008  
Date: 6/13/2012

Title: Landscape Enhancement and Protection

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 identified herein.

### Description of Proposal:

It was discovered that the conduit from the East "D" Zone to the press box was installed in the Phase II Project. Thus, 200 sf of asphalt, 100 lf of 1" conduit and two (2) concrete pull boxes can be deducted (refer to Attachment "A"). District requested the Contractor furnish and install ten (10) additional trees and irrigation to complete the landscape at the Home side of the North slope (coordinate with District representative for exact locations). District requested that the Contractor finish grade the slope on the West end past the retaining wall to a 1 to 1 slope (refer to Attachment "B"). District requested the Contractor furnish and install snow fence around the softball/baseball practice field in order to protect the new turf. Core holes in the concrete discus pad for new discus screen provided by the District and provide a smooth finish to the discus and shot put rings. As such, the District determined the costs and negotiated the full and final total noted below.

Item	Description	Amount
00001		\$10,076.00

### 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 **\$10,076.00** ☐ 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		6/15/12
Owner's Representative		6/14/12
Contractor		6/14/12
Architect of Record		6/21/2012
Inspector of Record		6/14/12

**San Juan Hills High School Stadium Phase II BID # 1011-15**

**W.O. # 008**

**Landscape Enhancement and Protection**

DATA DATE: 6/14/2012

**Add**

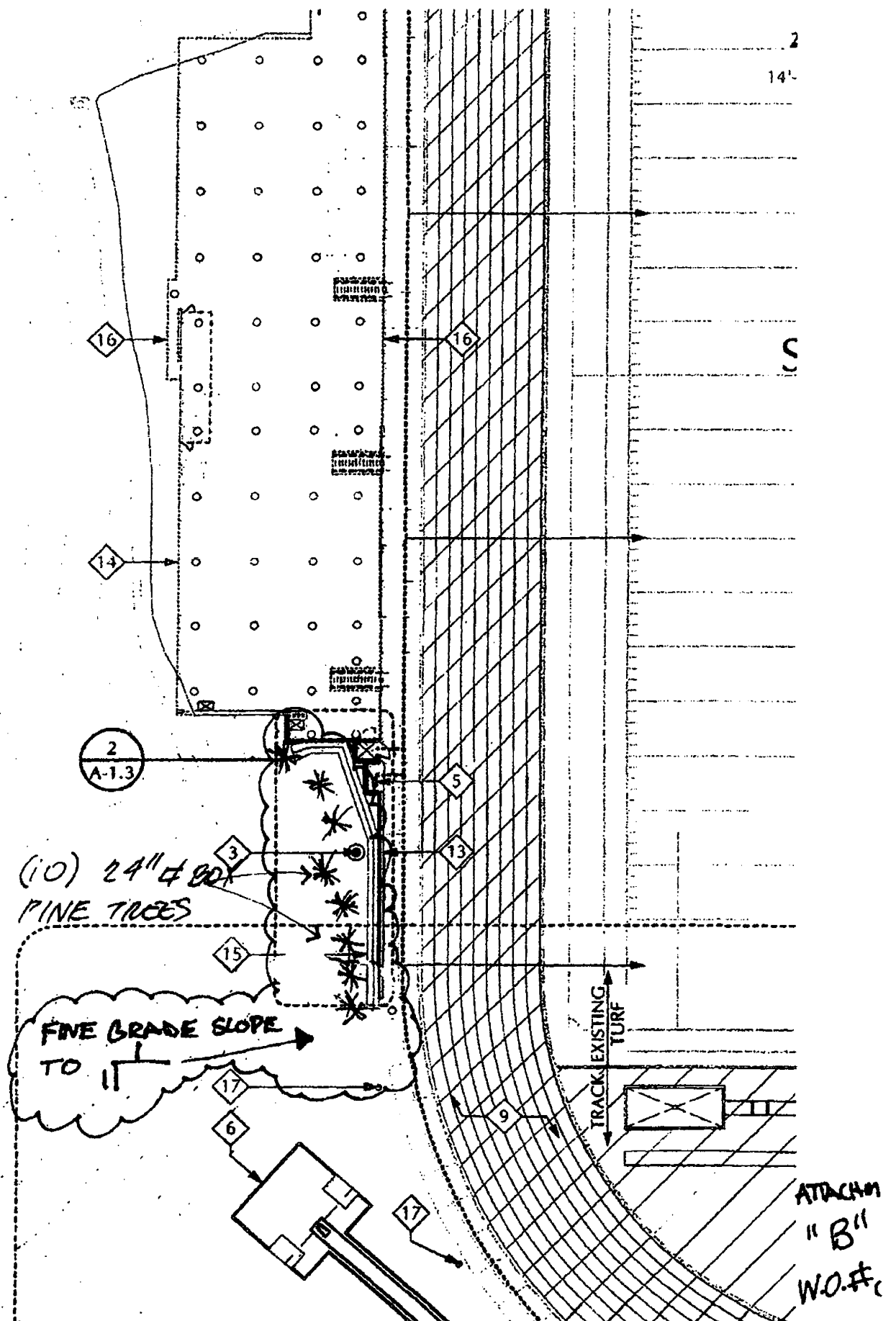
ITEM NO.	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Furnish and Install ten (10) additional trees and Irrigation. Finish grade slope on the west end past the retaining wall to a 1 to 1 slope.		\$ 2,200.00	\$ 7,280.00	\$ 9,480.00
2	Furnish and Install protectivesnow fence around the softball/baseball practice field.		\$ 185.00	\$ 520.00	\$ 705.00
3	Core holes in concrete discus pad for new discus screen provided by the District and provide a smooth finish to the discus and shot put rings.		\$ 150.00	\$ 1,540.00	\$ 1,690.00
Subtotal Add					\$ 11,875.00
10% Fee					\$ 1,187.50
Subtotal					\$ 13,062.50
5% GC/Ins. Fee					\$ 653.13
Net Add					\$ 13,715.63

**Credit**

ITEM NO.	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Deduct 200 sf of asphalt, 100 lf of 1" conduit and 2 concrete pull boxes		\$ 1,560.00	\$ 2,080.00	\$ 3,640.00
Subtotal Credit					\$ (3,640.00)
Net Add					\$ 13,715.63
Net Credit					\$ (3,640.00)
<b>FULL AND FINAL TOTAL*</b>					<b>\$ 10,076</b>

\*Rounded to nearest dollar







# Change Order Summary Log

CVHS Performing Arts Theater

DSA# 04-110424

Data Date 6/22/12

Description	Change Order #9	Change Order #10
Original Contract Sum	\$ 11,975,007.00	\$ 11,975,007.00
Net Change by Previous Authorized Requests and Changes	\$ 201,974.00	\$ 250,378.00
Contract Sum Prior to this Change Order	\$ 12,176,981.00	\$ 12,225,385.00
Contract Sum Will Be Increased	\$ 48,404.00	\$ 40,217.00
New Contract Sum Including this Change Order	\$ 12,225,385.00	\$ 12,265,602.00

**EXECUTED OR BOARD SUBMITTED CO'S & EXECUTED WO'S**  
**Capistrano Valley High School Performing Arts Theater**  
**RESPONSIBILITY CODE LOG**

Data Date 6/27/12

TOTAL ORIGINAL CONTRACT VALUE: \$11,975,007.00 \$290,595.00  
 TOTAL CURRENT CONTRACT VALUE: \$12,265,602.00 \$12,265,602.00

RESPONSIBILITY CODE	No.	VALUATION	Pending	Percent
Differing Conditions	1	\$99,708.00	\$0.00	0.83%
Errors and Omissions	2	\$91,941.00	\$0.00	0.77%
Value Enhancement	3	\$110,086.00	\$0.00	0.92%
Resolution of Claim	4	\$0.00	\$0.00	0.00%
Required Extra Scope	5	\$4,047.00	\$0.00	0.03%
Optional Extra Scope	6	\$0.00	\$0.00	0.00%
Credit	7	(\$3,550.00)	\$0.00	-0.03%
Other	8	(\$11,647.00)	\$0.00	-0.10%
<b>Total Approved Change</b>		<b>\$290,595.00</b>		<b>2.43%</b>
<b>Percent Change</b>			<b>0.00%</b>	<b>2.43%</b>

WO = Work Order  
 CO = Change Order  
 APPWO = Fully Executed Work Order

CHANGE ORDER	DOCUMENT TYPE	DOCUMENT NUMBER	Date of Execution	DESCRIPTION / TITLE	STATUS	VALUATION	TO PROJECT COMPLETION	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	Unforeseen Invert Elevation		\$6,263.00	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 Pulbox		(\$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		
	WO	16	11/07/11	Unforeseen 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		
Change Order #4	WO	19	11/17/11	Required New Fire Safety Equipment		\$6,468.00	1		S		
	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		
	WO	24	01/19/12	The Beams at Stage Area		\$5,636.00	1		S		
Change Order #5	WO	25	01/19/12	Bulletin #1 DSA Approved Drawings		\$11,505.00	1		S		
	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		
	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		
Change Order #6	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		
	WO	36	05/16/12	Bulletin 2 Changes		\$16,976.00	2		S		
Change Order #7	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	5		S		
	WO	40	05/23/12	RFI reconciliation Meeting 5/18/12		\$8,670.00	3		S		
	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		
Change Order #8	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)	8		S		



Capistrano Unified School District  
Facilities and Plant Operations  
33122 Valle Road  
San Juan Capistrano, California  
92675

**Project:** -- 1011-11 CVHS Performing Arts Theater

**Purchase Order No. :**

**Contract Number:** 1011-11

**DSA Number:** 04-110424

## **CHANGE ORDER**

**To:** EDGE Development, Inc.  
27368  
Temecula, CA 92590

**Change Order No. :** 00009

**Date:** 6/20/2012

**Title:** Change Order #9

**The following modifications have been made to your basic contract for the reasons listed below:**

Item	Responsibility Code	Days	Change Amount
WO #36	Errors and Omissions	0	\$16,976.00
During the District's ongoing efforts to review and coordinate the construction documents, it was discovered that the Contract Documents indicated an approximate finish ceiling height of 7'0" in the 2nd Floor Mezzanine Lobby Ceiling. The District in conjunction with the Architect of Record concluded that the 7'0" would not be the appropriate height for such a large public space. As such, the Architect of Record issued Bulletin #2 dated 11/3/11 raising the roof framing 16" within designed exterior wall heights, thus providing the more desirable and appropriate floor to finish ceiling height of 10'0". Raising the 2nd Floor Lobby Ceiling required HVAC ducting to be re-routed and linear diffusers and a soffit had to be lowered to accommodate these changes, (Refer to Attachment "A" dated 4/26/12). Additionally exterior Catwalk sections 305 and 307 were eliminated.			
WO #37	Other	2	\$0.00
The District has reviewed Edge's submitted Correspondence No. 60 dated 5/1/12 and Correspondence No. 67 dated 5/14/12, (Refer to Attachment "A") and has determined that the project critical path was in fact impacted by the inclement weather delay on April 26 and May 3, 2012, (Refer to IOR Dailies Attachments "B", and "C" dated 5/14/12). As a result, the District is issuing Work Order #37 extending the overall project completion by 2 working days as a non-compensable inclement weather days in accordance with General Article 63, adjusting the completion date from Monday 2/11/2013 to Wednesday 2/13/2013 5pm P.S.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 inclement weather on April 26 and May 3, 2012.			
WO #38	Value Enhancement	0	\$18,711.00
Pursuant to the District's request for the addition of a non-view obstructing railing at the balcony the Architect of Record issued Bulletin #7 dated 2/10/12. Stainless steel cable railing was added at the balcony low wall to ensure a safe balcony seating area for the students and parents, (Refer to Attachment "A" dated 5/14/12). Therefore, the District directed the Contractor to provide labor and material to install stainless steel cable railing and finished wood cap at the balcony low wall.			
WO #39	Required Extra Scope	0	\$4,047.00
Pursuant to DSA requesting the contractor to provide additional requirements for seismic loading on the rigging systems for theaters, as noted on the Theatrical Stage Rigging and Drapery Equipment DSA deferred submittal comments, (Refer to Attachment "A" dated 5/14/2012). These DSA requirements are above and beyond the project design criteria.			





Capistrano Unified School District  
Facilities and Plant Operations  
33122 Valle Road  
San Juan Capistrano, California  
92675

Project: -- 1011-11 CVHS Performing Arts Theater

Purchase Order No. :

Contract Number: 1011-11

DSA Number: 04-110424

## CHANGE ORDER

Item	Responsibility Code	Days	Change Amount
WO #40	Value Enhancement	0	\$8,670.00

Pursuant to an RFI review and reconciliation meeting held on 5/18/12 with Owner's Representative and Edge Development (Contractor) it was mutually determined that there would be additional cost for the following items:

Item 1) Pursuant to A.O.R.'s response to RFI #154 dated 3/6/12 it was required that approximately 20 L.F. of 12" C.M.U. must be raised + 6'-0" to correctly frame in the roof. (Refer to Attachment "A" dated 5/21/12).

Item 2) Pursuant to the A.O.R.'s response to RFI #165 dated 3/26/12 the A.O.R. required 7 steel columns to be extended from 25'-4" to 25'-9" thus providing the more desirable and appropriate floor to finish ceiling height of 10'-0" in the 2nd Floor Lobby. (Refer to Attachment "B" dated 5/21/12).

Item 3) Pursuant to the A.O.R.'s response to RFI #185 dated 4/16/12 the contractual documents did not contemplate a 4' section of ledger angle that was necessary support the metal deck at stairwell #2, (Refer to Attachment "C" dated 5/21/12).

Item 4) An additional flow test was performed on the 2/17/12 because the initial flow test did not meet the flow requirements for the designed fire sprinkler system. Preparation to the site was needed to avoid disruption of concurrent work. As such, it was necessary to install and remove sandbags around the fire hydrant being tested. (Refer to Attachment "D" dated 5/21/12).

Item 5) Pursuant to the A.O.R.'s Bulletin #11 dated 4/23/12 the A.O.R. required the catwalk to be raised, close to gridline 4 and running toward the stage 6", in order to resolve conflict between the structural channel and the catwalk, (Refer to Attachment "E" dated 5/21/12).

Item 6) Additional labor and equipment for a electrical cable pull for the primary electrical feed due to the District's requested elimination of an obtrusive 3' x 5' pull electrical box located in the pedestrian corridor, (Refer to Attachment "F" dated 5/21/12).

Item 7) Pursuant to the A.O.R.'s Bulletin #9 dated 4/23/12 a credit was due to the District because of the deletion of the intumescent paint in lieu of spray applied fireproofing on structural columns in the main entrance, (Refer to Attachment "G" dated 5/21/12)

Contractor agrees to furnish all labor and materials and perform 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	.....	\$201,974.00
The Contract Sum Prior to This Change Order was	.....	\$12,176,981.00
The Contract Sum Will be Increased	.....	\$48,404.00
The New Contract Sum Including This Change Order	.....	\$12,225,385.00
The Contract Time Will be Increased	.....	2 days
The Date of Substantial Completion as of this Change Order Therefore is	...	2/13/2013

	Signature	Date
CUSD - Joe Farley		
Owner's Representative		6/27/12
Contractor		6/25/12
Architect of Record		6/27/12
Inspector of Record		6/25/12



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. : 00036  
Date: 4/26/2012

Title: Bulletin 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 identified herein.

### Description of Proposal:

During the District's ongoing efforts to review and coordinate the construction documents, it was discovered that the Contract Documents indicated an approximate finish ceiling height of 7'0" in the 2nd Floor Mezzanine Lobby Ceiling. The District in conjunction with the Architect of Record concluded that the 7'0" would not be the appropriate height for such a large public space. As such, the Architect of Record issued Bulletin #2 dated 11/3/11 raising the roof framing 16" within designed exterior wall heights, thus providing the more desirable and appropriate floor to finish ceiling height of 10'0". Raising the 2nd Floor Lobby Ceiling required HVAC ducting to be re-routed and linear diffusers and a soffit had to be lowered to accommodate these changes, (Refer to Attachment "A" dated 4/26/12). Additionally exterior Catwalk sections 305 and 307 were eliminated. As such, the District determined the additional costs associated with Bulletin 2 and negotiated the full and final additional costs with the contractor.

Item	Description	Amount
00001		\$16,976.00

### 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 **\$16,976.00** ☐ 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		5/19/12
Owner's Representative		5/2/12
Contractor		5/2/12
Architect of Record		5/2/12
Inspector of Record		5/2/12

**Capistrano Valley Performing Arts Theater BID # 1011-11**

**W.O. # 036**

**Bulletin #2 Changes**

DATA DATE: 4/26/2011

**Add**

ITEM NO.	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Provide Labor and material for the following items a. Exterior sheet metal 6" studs x 29'h x 12'l.f. wall framed @ gridline RA 350 s.f. x \$16.00/s.f. = \$5600 b. Exterior sheet metal 6" studs 15' h x 3'l.f. wall framed at gridline I 50 s.f. x \$9.00/s.f. = \$450 c. Dry walled drop soffit 5' wide x 1'-6"h x 50 in Lobby 192sf x \$17.00per sf = \$3264 <b>SubTotal Add \$9314</b> d.Exterior sheet metal 6" studs 15'h x 42'l.f. wall at grid line I 630s.f. x \$9.00per s.f. = (\$5670) e. Interior Wall 4" studs 6'h x 13 l.f. wall in the spot framing booth 75 s.f. x 8.00/ s.f. = (\$600) Subtotal Credit (\$6270) Add \$9317 - \$6720 Credit = <b>Grand Total Add \$3000</b>				\$ 3,000.00
2	Provide labor and material to install 10 Model AS210 Curved Linear Diffusers in the Mezzanine Lobby \$720/diffuser x 10/diffusers = \$7200				\$ 7,200.00
3	Provide labor and material to install ductwork 26"w x 13" deep lined duct approximately 90 L.F. and new air distribution to accommodate custom built radius wall in the Mezzanine Lobby 3men x 5/days x 8/hrs. x \$60/hr = \$7200 Misc Materials: \$400 Lump Sum		\$ 400.00	\$ 7,200.00	\$ 7,600.00
4	Provide labor and material Cable Dampers, ductwork, duct liner and connections \$450/damper x 10/dampers = \$4500				\$ 4,500.00
5	Provide labor and material to CMU block to infill opening of the omitted Catwalk door opening at Gridline H. CMU 21sf x 75 per sf= \$1575				\$ 1,575.00
Subtotal Add					\$ 23,875.00
10% Fee					\$ 2,387.50
Subtotal					\$ 26,262.50
5% GC/Ins. Fee					\$ 1,313.13
Net Add					\$ 27,575.63

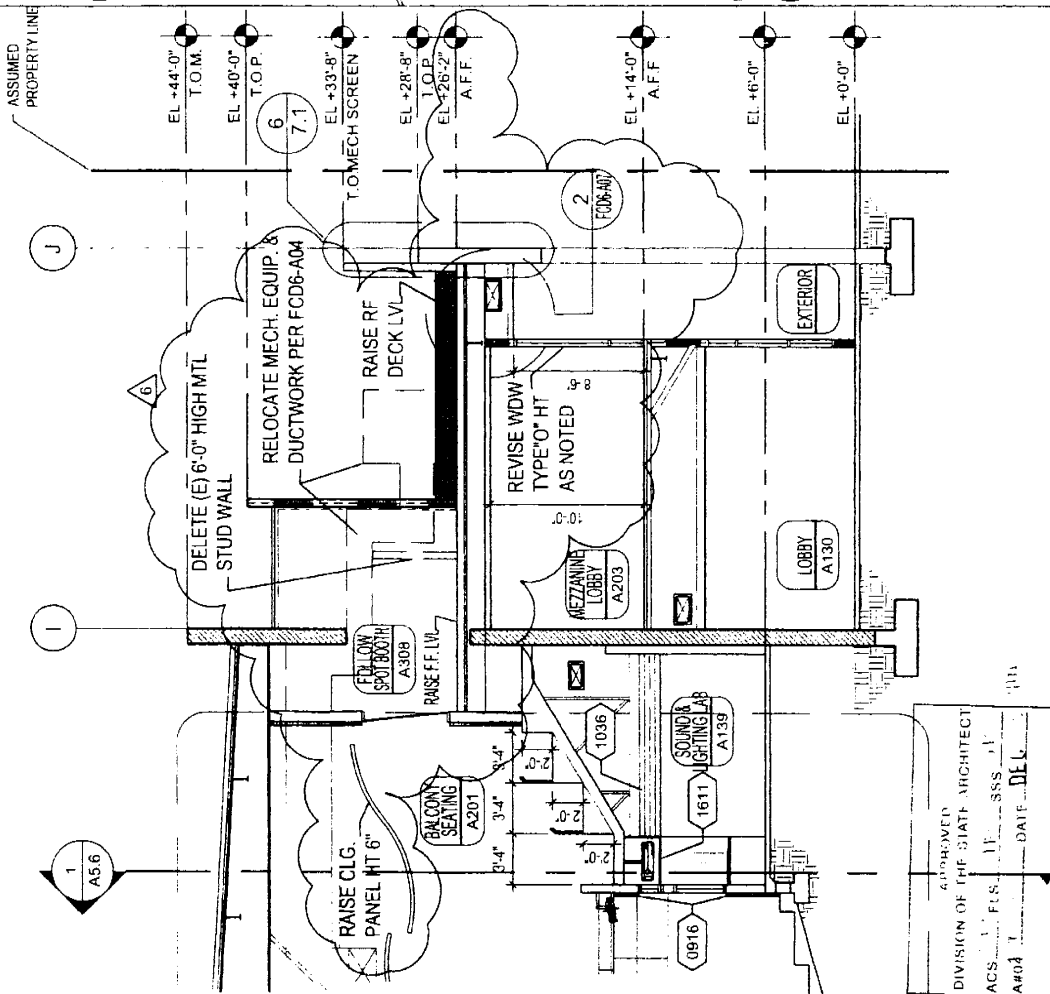
**Credit**

ITEM NO.	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	1. Provide labor credit for deletion of Catwalk sections A305 and A307 including, stair, guardrails and framing. Shop Labor 4men x 2days x 8/hrs. x \$60/hr. = \$3840 Detailing and Field Labor 4men x 8/hrs x \$60/hr. = \$1920 2 Provide material credit for deletion of Catwalk sections A305 and A307 including framing, stair and guardrails. Deleted 47 L.F.ledger angle 4 x 3 x 1/4: 47/L.F. x \$35/L.F = \$1645 Catwalk grating 69/s.f x \$20/sf = \$1380 A325 high strenght bolts = \$215 3 Delivery Credit Crane and Operator : 8/hrs. x \$200/hr.= \$1600				\$ (5,760)
			\$ (3,240)		\$ (3,240)
		\$ (1,600.00)			\$ (1,600)
Subtotal Credit					\$ (10,600.00)
Net Add					\$ 27,575.63
Net Credit					\$ (10,600.00)
<b>FULL AND FINAL TOTAL*</b>					<b>\$ 16,976</b>

\*Rounded to nearest dollar

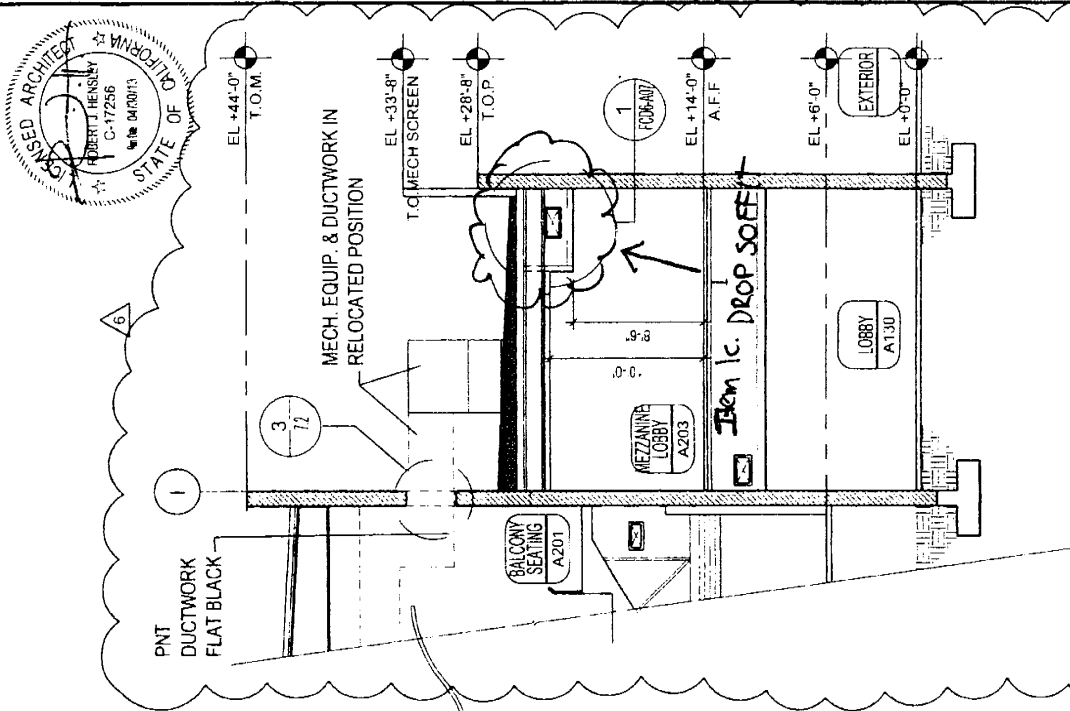


FOR ADDITIONAL INFORMATION REFERENCE DRAWING A5.7 & A5.9



PARTIAL SECTION 2

2



PARTIAL SECTION 1

1

SOUTHERN CALIFORNIA  
8163 Rochester Ave.  
Suite 100  
Rancho Cucamonga  
California 91730-0729  
Tel: 909-987-0909  
Fax: 909-980-9980

**WLC**  
Architects, Inc.

CAPISTRANO VALLEY  
PERFORMING ARTS THEATER  
MISSION VIEJO, CA

DRAWN: WLC  
CHECKED: WLC  
DATE: 10/21/11  
SCALE: 1/8"=1'-0"  
JOB NO.: 08140.53

FCD6-A06

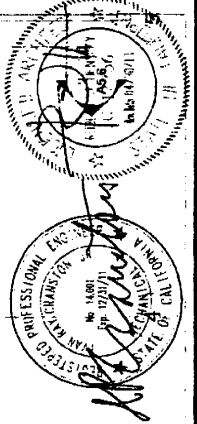
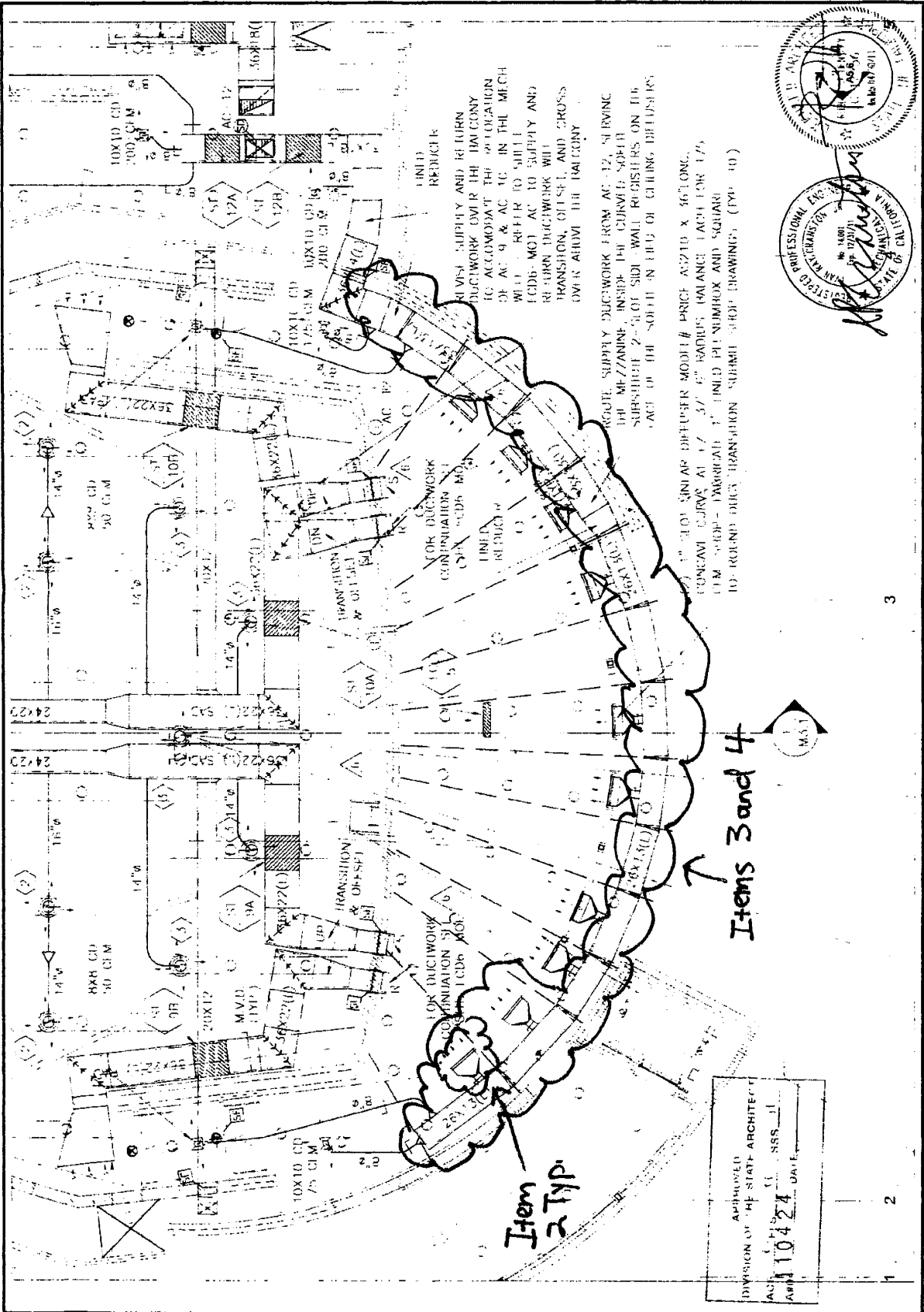
SOUTHERN  
CALIFORNIA  
503 5th St. 4th Fl.  
San Diego, CA 92101  
503 5th St. 4th Fl.  
San Diego, CA 92101  
503 5th St. 4th Fl.  
San Diego, CA 92101

**WFC**  
Architects, Inc.  
ARCHITECTS, INC.

CAPISTRANO VALLEY  
PERFORMING ARTS THEATER  
MISSION VIEJO, CA

DRAWN: RAY M.  
CHECKED: RAY M.  
DATE: 10/21/11  
SCALE:  
JOB NO.: 08140.53

FCD6-M02



APPROVED  
DIVISION OF THE STATE ARCHITECT  
10424  
DATE



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. : 00037  
Date: 5/14/2012

Title: Inclement Weather Days

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 identified herein.

### Description of Proposal:

The District has reviewed Edge's submitted Correspondence No. 60 dated 5/1/12 and Correspondence No. 67 dated 5/14/12, (Refer to Attachment "A") and has determined that the project critical path was in fact impacted by the inclement weather delay on April 26 and May 3, 2012, (Refer to IOR Dailies Attachments "B", and "C" dated 5/14/12). As a result, the District is issuing Work Order #37 extending the overall project completion by 2 working days as a non-compensable inclement weather days in accordance with General Article 63, adjusting the completion date from Monday 2/11/2013 to Wednesday 2/13/2013 5pm P.S.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 inclement weather on April 26 and May 3, 2012.

### Proposal Details:

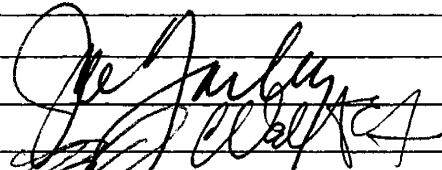
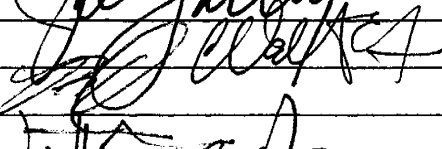
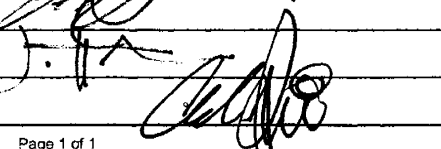
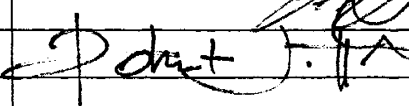
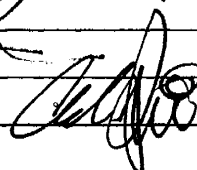
It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the 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:

- ☐ Lump Sum **\$0.00** ☐ 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 2 days.
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: \_\_\_\_\_ Days: \_\_\_\_\_
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		5/19/12
Owner's Representative		5/16/12
Contractor		5/16/12
Architect of Record		5.15.2012
Inspector of Record		5/16/12

# Capistrano Unified School District

CORRESPONDENCE RECEIVED

33122

Valle Road

San Juan Capistrano, CA 92675

Phone: 949.234.9442

Fax: 949.493.4083

LOG NO: 00060

Manually Entered: YES BY: YM

**PROJECT:** 1011-11 CVHS Performing Arts Theater

**JOB:** 1011-11

**TO:** CAPOUSD KL

**RECEIVED:** 5/1/2012

**FROM:** EDI JF

**TIME:** 8:05

**SUBJECT:** Revised Inclement Weather Letter 04.2

**RESPON:** Attachment "A"

## SOURCE DOCUMENT

**TYPE:** LTR

**NUMBER:**

**DATE:** 4/26/2012

**SPEC SECTION:**

**STATUS:**

**DESCRIPTION:** REVISED Inclement Weather Letter

**COST:** \$0.00

## REMARKS

Please see attached





Thursday, April 26, 2012

Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

Serial No. 11009 - 00795

RE: Project No. 11009  
CVHS - Performing Arts Theater  
26301 Via Escolar  
Mission Viejo, CA 92692

Dear Walt:

This is our official notification that due to rain on Thursday, April 26, 2012, EDGE Development, Inc. could not perform any masonry work and EDGE Concrete had to stop work inside the theater due to safety. These are critical path activities, therefore, we are requesting 1 days for inclement weather conditions per Article 63, items B & C of the General Conditions.

Total rain days included in approved baseline schedule	=15
Rain days to date	<u>-3</u>
Remaining allowable rain days=	12
Rain 11/4/11	<u>-1</u>
Remaining allowable rain days=	11
Incumbent day 11/7/11	<u>-1</u>
Remaining allowable rain days	10
Incumbent Day 11/21/11	<u>-1</u>
Remaining allowable rain days=	9
Incumbent Day 11/22/11	<u>-1</u>
Remaining allowable rain days=	8
Rain 12/12/11	<u>-1</u>
Remaining allowable rain days=	7
Incumbent Day 12/13/11	<u>-1</u>
Remaining allowable rain days=	6
Rain 1/23/12	<u>-1</u>
Remaining allowable days=	5
Incumbent Day 1/24/12	<u>-1</u>
Remaining allowable days=	4
Rain day 2/15/12	<u>-1</u>
Remaining allowable days=	3
Incumbent Day 3/19/12	<u>-1</u>
Remaining allowable days=	2
Rain 3/26/12	<u>-1</u>
Remaining allowable days=	1
Rain 4/9/12	<u>-1</u>
Remaining allowable days=	0

Rain 4/13/12  
Remaining allowable days=  
Rain 4/26/12

$$\begin{array}{r} +1 \\ 1 \\ +1 \\ 2 \end{array}$$

In addition, per previous correspondence, please note we are requesting a 1 day extension.

Should you have any questions or comments, please contact the undersigned at (949) 391-4733

Sincerely,

EDGE Development, Inc.

*Jerry Fuchs / jg*

Jerry Fuchs  
Project Superintendent

pc:           Jobsite

GC/314/Inclement Weather Claim

# Capistrano Unified School District

CORRESPONDENCE RECEIVED

33122

Valle Road

San Juan Capistrano, CA 92675

Phone: 949.234.9442

Fax: 949.493.4083

LOG NO: 00067

Manually Entered: YES BY: YM

**PROJECT:** 1011-11 CVHS Performing Arts Theater

**JOB:** 1011-11

**TO:** CAPOUSD KL

**RECEIVED:** 5/14/2012

**FROM:** EDI JF

**TIME:** 10:20

**SUBJECT:** Revised Inclement Weather Letter from

**RESPONDED:**

## SOURCE DOCUMENT

**TYPE:** LTR

**NUMBER:**

**DATE:** 5/9/2012

**SPEC SECTION:**

**STATUS:**

**DESCRIPTION:** Revised Inclement Weather Letter

**COST:** \$0.00

## REMARKS

Please see attached. Thank you.



May 9, 2012

Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

Serial No. 11009 - 00795

RE: Project No. 11009  
CVHS - Performing Arts Theater  
26301 Via Escolar  
Mission Viejo, CA 92692

Dear Walt:

This is our official notification that due to rain on May 3, 2012, EDGE Development, Inc. could not perform any masonry work and EDGE Concrete had to stop work inside the theater due to safety. These are critical path activities, therefore, we are requesting 1 days for inclement weather conditions per Article 63, items B & C of the General Conditions.

Total rain days included in approved baseline schedule	=15
Rain days to date	<u>-3</u>
Remaining allowable rain days=	12
Rain 11/4/11	<u>-1</u>
Remaining allowable rain days=	11
Incumbent day 11/7/11	<u>-1</u>
Remaining allowable rain days	10
Incumbent Day 11/21/11	<u>-1</u>
Remaining allowable rain days=	9
Incumbent Day 11/22/11	<u>-1</u>
Remaining allowable rain days=	8
Rain 12/12/11	<u>-1</u>
Remaining allowable rain days=	7
Incumbent Day 12/13/11	<u>-1</u>
Remaining allowable rain days=	6
Rain 1/23/12	<u>-1</u>
Remaining allowable days=	5
Incumbent Day 1/24/12	<u>-1</u>
Remaining allowable days=	4
Rain day 2/15/12	<u>-1</u>
Remaining allowable days=	3
Incumbent Day 3/19/12	<u>-1</u>
Remaining allowable days=	2
Rain 3/26/12	<u>-1</u>
Remaining allowable days=	1
Rain 4/9/12	<u>-1</u>

Remaining allowable days=	0
Rain 4/13/12	<u>+1</u>
Remaining allowable days=	1
Rain 4/26/12	<u>+1</u>
Remaining allowable days=	2
Rain 5/3/12	<u>+1</u>
	3

In addition, per previous correspondence, please note we are requesting a 1 day extension.

Should you have any questions or comments, please contact the undersigned at (949) 391-4733

Sincerely,

EDGE Development, Inc.

*Jerry Fuchs / jg*

Jerry Fuchs  
Project Superintendent

pc: Jobsite

GC/314/Inclement Weather Claim

# KNOWLAND CONSTRUCTION SERVICES

Attachment "B"  
5/14/12

## Daily Report

**Adam Price**  
**DSA Project Inspector**

**Ph:** (951) 712-1057  
**Fax:** (951) 354-6631  
**Cell:** (951) 712-1057  
**Email:** apinspections@earthlink.net

**Date:** April 26 2012 **Weather:** Rain/ Partly Cloudy 69F

**Project:** Capistrano Valley High School  
New Performing Arts Theater Building, Bid No. 1011-11  
DSA 04-110424

**Architect:** WLC Architects, Inc. Robert J. Hensley- (909) 987-0909

**Construction Manager** EDENCO INC. – Walt Eden  
Phone: (949) 874-9170

**Testing Laboratory:** Ninyo and Moore

**General Contractor:** Edge

### WORK COMPLETED:

**EDGE – (5)** Provide onsite supervision, layout and direction of their sub-contractors. Continue general site clean up and make room for next week's steel deliveries. Prep construction joints and install Styrofoam at mezzanine stepped seating per S4.2. No corrections noted, work ongoing. **Modern Masonry (26)** Crew arrived onsite and reviewed the condition of block and determined that it was too wet to work. Contractor sent all masons home due to rain/ wet conditions. No work was performed today. \*NOTE tops of walls and stocked material was not protected from the elements.

Oversee special inspectors. Provide continuous onsite inspection. Review submittals. Maintain job files. Review and Post RFI's.

SPECIAL INSPECTIONS: Masonry Inspector onsite sent home.  
CWI at Prime Steel Shop for material I.D., fabrication, and welding

VISTORS: None

MEETINGS None

DEVIATIONS:/Corrections. None today

### **Equipment,**

2 reach lift – 1 Modern, 1 Edge  
1 Skip Loader- Edge  
1 dump truck – Edge  
1 Trailer Pump – Modern Masonry  
**5 men**

# KNOWLAND CONSTRUCTION SERVICES

Attachment "C"  
5/14/12

## Daily Report

**Adam Price**  
**DSA Project Inspector**

Ph: (951) 712-1057  
Fax: (951) 354-6631  
Cell: (951) 712-1057  
Email: [apinspections@earthlink.net](mailto:apinspections@earthlink.net)

**Date:** May 03 2012 **Weather:** Light Rain /Cloudy 61F

**Project:** Capistrano Valley High School  
New Performing Arts Theater Building, Bid No. 1011-11  
DSA 04-110424

**Architect:** WLC Architects, Inc. Robert J. Hensley- (909) 987-0909

**Construction Manager** EDENCO INC. – Walt Eden  
Phone: (949) 874-9170

**Testing Laboratory:** Ninyo and Moore

**General Contractor:** Edge

### WORK COMPLETED:

**EDGE – (4)** Provide onsite supervision, layout and direction of their sub-contractors. Clean and final prep mezzanine deck stepped seating area for concrete placement tomorrow. **Modern Masonry (23 showed up)** NO WORK PERFORMED , Light rain, tops of walls were too wet to lay on. Contractor sent masons home. Today's scheduled grout pour was canceled by contractor as well.

\* Contractor did not cover tops of walls nor did they cover their stocked materials to protect against the weather. Oversee special inspector's. Provide continuous onsite inspection. Maintain job files. Review and Post RFI's.

SPECIAL INSPECTIONS: Masonry Inspector  
CWI at Prime Steel Shop for material I.D., fabrication, and welding

VISTORS: None

MEETINGS : None

DEVIATIONS:/Corrections. None today

### **Equipment,**

3 reach lift – Modern,  
1 Skip Loader- Edge  
1 dump truck – Edge  
1 Trailer Pump – Modern Masonry  
**4 men**

KNOWLAND CONSTRUCTION SERVICES  
2181 E. FOOTHILL BOULEVARD, SUITE 203, PASADENA, CA 91107



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. : 00038  
Date: 5/14/2012

Title: Stainless Steel Cable Railing

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 identified herein.

### Description of Proposal:

Pursuant to the District's request for the addition of a non-view obstructing railing at the balcony the Architect of Record issued Bulletin #7 dated 2/10/12. Stainless steel cable railing was added at the balcony low wall to ensure a safe balcony seating area for the students and parents, (Refer to Attachment "A" dated 5/14/12). Therefore, the District directed the Contractor to provide labor and material to install stainless steel cable railing and finished wood cap at the balcony low wall. As such, the District determined the additional costs and negotiated the full and final total with the contractor in the amount noted below.

Item	Description	Amount
00001		\$18,711.00

### 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 **\$18,711.00** ☐ 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		5/19/12
Owner's Representative		5/16/12
Contractor		5/16/12
Architect of Record		5.16.2012
Inspector of Record		5/16/12



**Capistrano Valley Performing Arts Theater BID # 1011-11**

**W.O. # 038**

**REVIEW**

DATA DATE: 5/14/12

**Stainless Steel Cable Balcony Railing**

Refer to Attachment "A" Dated 5/14/12

**Add**

ITEM NO.	DESCRIPTION	Rental Equipment	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Provide Labor and Material to install Steel Cable Railing and Posts 8hr.x \$65/hr. x 2men x 5days = \$5200				\$ 5,200.00
2	Provide Material for the installation of the Steel Cable Railing and Posts 100 L.F. x 85/L.F. = \$8500				\$ 8,500.00
3	Provide Labor and Material to install Birch Railing Cap. 100 L.F. x \$25/L.F. = \$2500				\$ 2,500.00
Subtotal Add					\$ 16,200.00
Subtotal Add					\$ 16,200.00
10% Sub Fee					\$ 1,620.00
Subtotal					\$ 17,820.00
5% G.C./Ins. Fee					\$ 891.00
<b>FULL AND FINAL TOTAL *</b>					<b>\$ 18,711</b>

\*Rounded to nearest dollar

DATE: February 10, 2012

INSTRUCTION BULLETIN:

7R

PROJECT NO.: 0814000.53

PROJECT:

Capistrano Valley High School Performing Arts  
Theater  
Capistrano Unified School District

TO:

Mr. Walter S. Eden  
Owner  
Edenco, Inc.  
2906 La Ventana  
San Clemente, CA 92672

Attachment "A"  
5/14/12

## DESCRIPTION OF WORK TO BE PERFORMED:

- Item 7.1 Provide stainless steel railing at balcony per attached Sketches SKA-009 and SKA 010.
- A. Stainless steel cable and fittings for railing infill: CableRail standard assemblies as manufactured by Feeney Inc., [www.cablerail.com](http://www.cablerail.com).
1. CableRail standard cable assemblies: 3/16" cable diameter by length as required, Type 316 stainless steel cable with stainless steel threaded terminal factory attached to end. Provide two stainless steel flat washers, 1 stainless steel washer-nut, 2 stainless steel caps and 1 stainless steel quick connect fitting with each assembly.
    - i. Accessories: stainless steel protector sleeves, rubber grommets, beveled washers and additional accessories as recommended by manufacturer for installation conditions.
    - ii. Provide full length CableRail standard assemblies per each straight section shown on SKA-009.

Justification: Changes from balcony height to guardrail height.


Requested by: Walter S. Eden, Edenco

Attachments: Sketches SKA-009 and SKA-010

## ACTION TO BE TAKEN:

1. \_\_\_\_\_ Make the described change in the work at no change in the Contract Sum and no change in the Contract Time of Completion.
2. \_\_\_\_\_ Make the described change in the work with credit or cost for which will be determined in accordance with the General and Supplementary Conditions of the Contract.
3. ☒ Promptly advise the Architect as to credit or cost proposed for the described change. This is not an authorization to proceed with the change.

cc: Randy Rowles, Executive Director,  
Facilities and Plant Operation  
Capistrano Unified School District

  
Architect: ROBERT J. HENSLEY  
Architect, AIA  
LEED™ AP  
Chairman, Principal

## AUTHORIZATION TO PROCEED:

When approved by both parties below, you are authorized to proceed with the work outlined in Item \_\_\_\_\_.

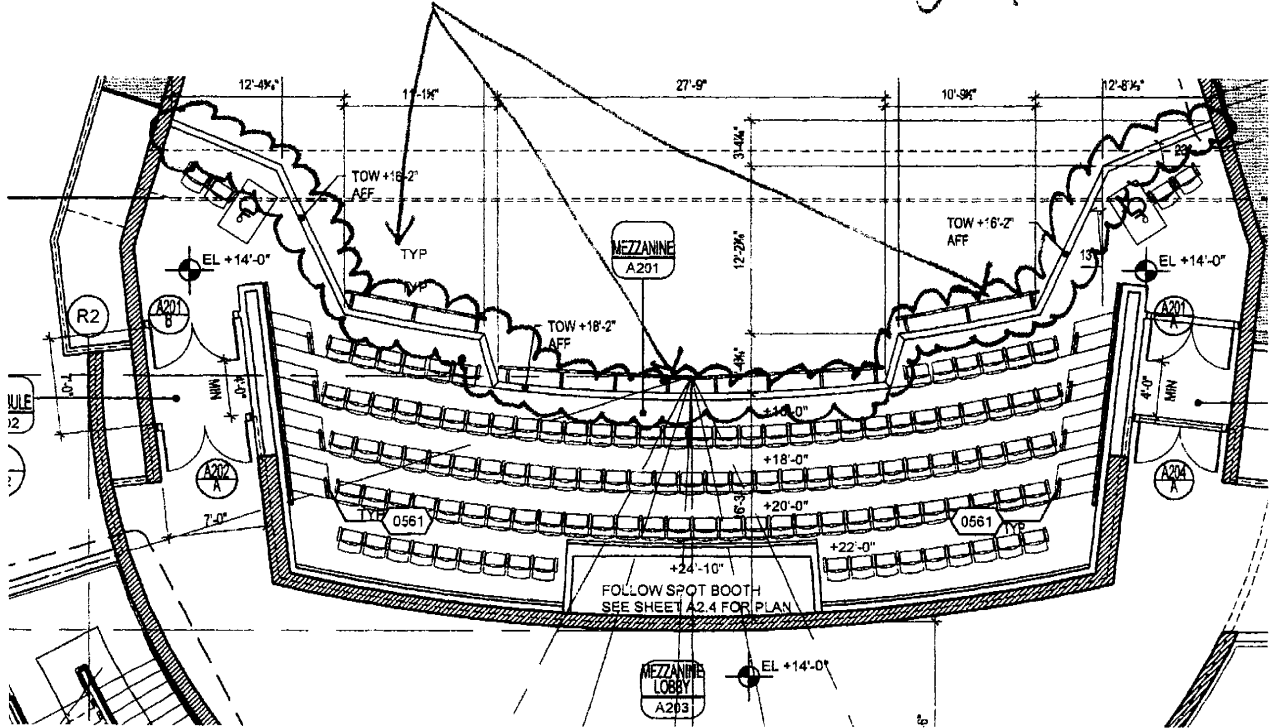
The amount for this change \_\_\_\_\_ will be (added/deducted) \_\_\_\_\_ in a forthcoming Change Order.  
of \_\_\_\_\_

The contract Time will be adjusted by \_\_\_\_\_ day(s) (added/deducted).

Owner _____	Date _____	Contractor _____	Date _____
-------------	------------	------------------	------------

ES:rg/P50814000x7R-ib

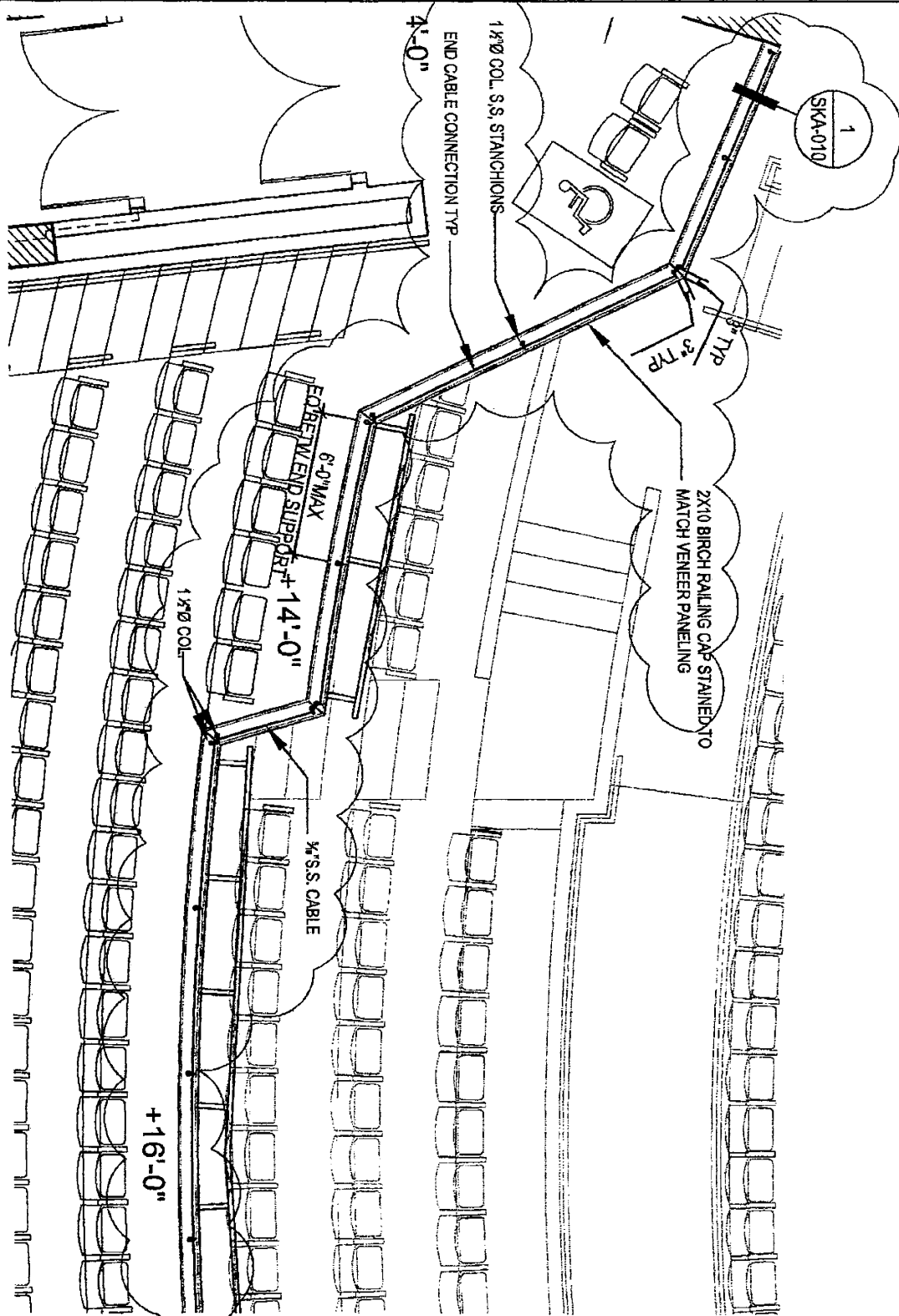
Stainless steel cable Railing Typical



Second Floor Plan- Area B

Sheet A2.3

PARTIAL SECOND FLOOR PLAN- AREA B



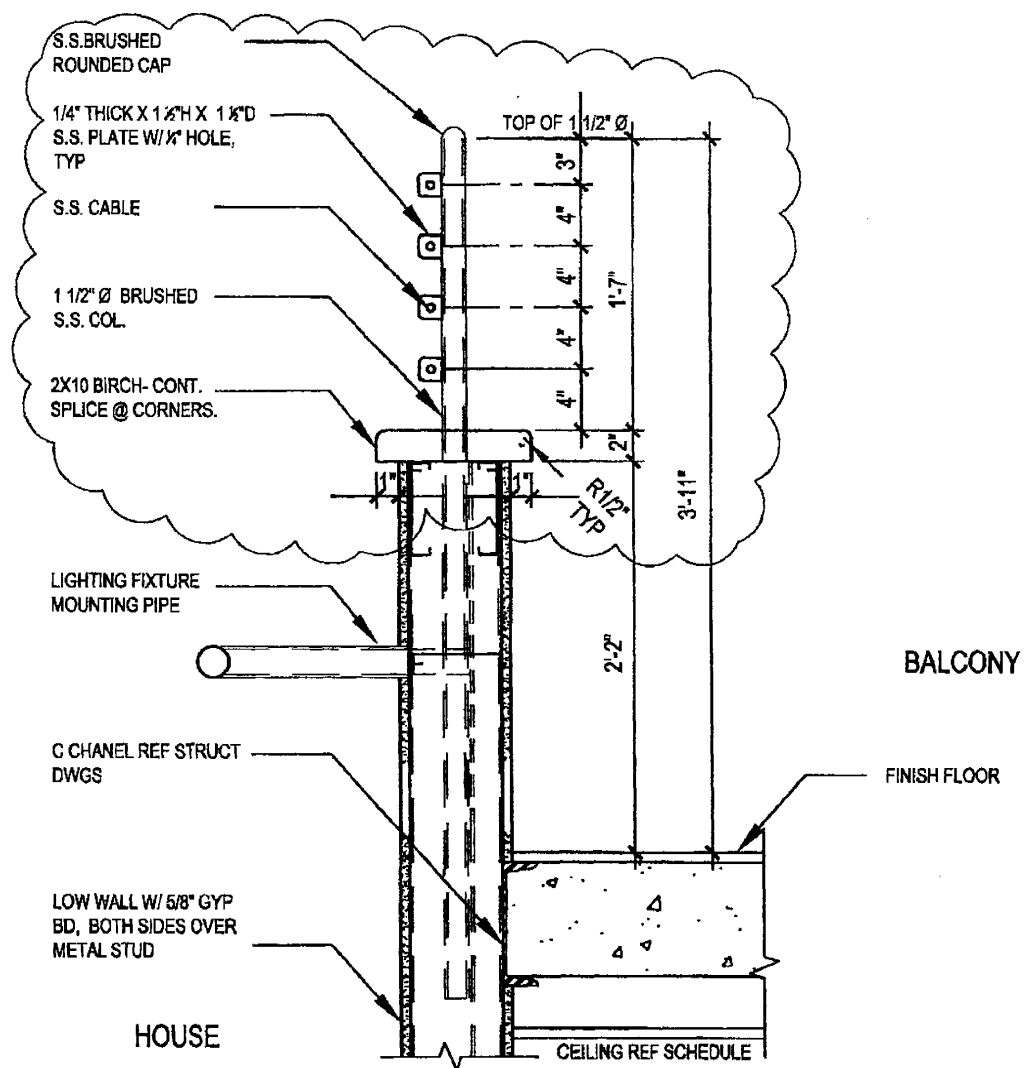
**WLC**  
Architects, Inc.  
RANCHO CUCAMONGA - FOLSOM - EMERYVILLE

**SOUTHERN CALIFORNIA**  
8163 Rochester Ave.,  
Suite 100  
Rancho Cucamonga  
California 91730-0729  
tel: 909-987-0909  
fax: 909-980-9980

**CAPISTRANO VALLEY  
PERFORMING ARTS THEATER  
MISSION VIEJO, CA**

DRAWN WLC
CHECKED WE
SCALE <b>NTS</b>
JOB NO. 08140.5

**SKA-009**  
E-MAIL  
DATE: 12/20/11



1 RAILING DETAIL @ BALCONY

1/03/12

**WLC**  
Architects, Inc.  
RANCHO CUCAMONGA - FOLSOM - EMERYVILLE

**SOUTHERN CALIFORNIA**  
8163 Rochester Ave.,  
Suite 100  
Rancho Cucamonga  
California 91730-0729  
tel: 909-987-0909  
fax: 909-980-9980

**CAPISTRANO VALLEY  
PERFORMING ARTS THEATER  
MISSION VIEJO, CA**

DRAWN WLC  
CHECKED WE  
SCALE 1"=1'-0"  
JOB NO. 08140.5

**SKA-010**  
E-MAIL  
DATE: 12/20/11



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. : 00039  
Date: 5/14/2012

Title: Additional DSA Requirements

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 identified herein.

### Description of Proposal:

Pursuant to DSA requesting the contractor to provide additional requirements for seismic loading on the rigging systems for theaters, as noted on the Theatrical Stage Rigging and Drapery Equipment DSA deferred submittal comments, (Refer to Attachment "A" dated 5/14/2012). These DSA requirements are above and beyond the project design criteria. As such, the District determined the additional costs and negotiated with the contractor the full and final total in the amount noted below.

Item	Description	Amount
00001		\$4,047.00

### Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

### COST:

- ☒ Lump Sum **\$4,047.00** ☐ Not To Exceed \_\_\_\_\_
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices

### TIME:

- ☒ No Change ☐ Time Impact Unknown ☐ Impact to Contract completion is estimated at \_\_\_\_\_ days.
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: \_\_\_\_\_ Days: \_\_\_\_\_
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		5/19/12
Owner's Representative		5/16/12
Contractor		5/16/12
Architect of Record		5/16/2012
Inspector of Record		5/16/12

**Capistrano Valley Performing Arts Theater BID # 1011-11**

**W.O. # 039**

**REVIEW**

DATA DATE: 5/14/12

**Additional Theatrical Rigging DSA Requirements**

(Refer to Attachment "A" dated 5/14/12)

**Add**

ITEM NO.	DESCRIPTION	Rental Equipment	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Analysis/design of guide system for seismic forces = \$2,360 8 hours for evaluation of design/fabrication options 8/hrs x \$143/hr. = \$1,144				\$3,504
Subtotal Add					\$ 3,504.00
Subtotal Add					\$ 3,504.00
10% Sub Fee					\$ 350.40
Subtotal					\$ 3,854.40
5% G.C./Ins. Fee					\$ 192.72
<b>FULL AND FINAL TOTAL*</b>					<b>\$ 4,047</b>

\*Rounded to nearest dollar



Capistrano Unified School District  
Facilities and Plant Operations  
33122 Valle Road  
San Juan Capistrano, California  
92675

## Letter of Transmittal

Transmittal No. 00341

Attachment "A"  
5/14/2012

Date: 5/10/2012  
To: Korin Lawing, Capistrano Unified School District  
From: WLC Architects, Inc.  
Andy Powell  
909.987.0909

Project: -- 1011-11 CVHS Performing Arts Theater  
Subject: WLC Letter dated May 10, 2012 - Stage Rigging

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input checked="" type="checkbox"/> Letter	<input type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Prints	<input checked="" type="checkbox"/> As Requested	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Change Order	<input type="checkbox"/> Review and Comment	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Plans	<b>SENT VIA:</b>	<input type="checkbox"/> Submit
<input type="checkbox"/> Samples	<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Returned
<input type="checkbox"/> Specifications	<input type="checkbox"/> Separate Cover Via:	<input type="checkbox"/> Returned for Corrections
<input type="checkbox"/> Other:	<input type="checkbox"/> Hand Carried	<input type="checkbox"/> Due Date:

**Remarks:** Team,

Please find attached WLC letter dated May 10, 2012 pertaining to communication with DSA regarding the Stage Rigging deferred approval DSA markups. Additionally, please find attached Meeting Minutes dated April 17, 2012, Email dated May 3, 2012, and DSA-60 Form IR0074-SS.

Thank you.

Received By \_\_\_\_\_

Date \_\_\_\_\_



May 10, 2012

Mr. Walter S. Eden  
Owner  
Edenco, Inc.  
2906 La Ventana  
San Clemente, CA 92672

Re: District Request for AOR and SEOR to Discuss Stage Rigging Submittal Markups with DSA  
Capistrano Valley High School Performing Arts Theater  
Capistrano Unified School District  
Project 0814000.50  
Bid No. 1011-11

Mr. Eden,

Pursuant to the District's request for WLC and R. M. Byrd to communicate with DSA regarding the DSA markups of the Stage Rigging Deferred Approval Submittal, and to further clarify the information received by e-mail on April 12, 2012 from Chris Christakos, DSA Supervising Structural Engineer, which was distributed to the Construction Team on April 17, 2012 in the attached Meeting Minutes dated April 17, 2012, we offer the following:

Frank Rice, of R. M. Byrd and Associates, Inc., received a return telephone call from Chris Christakos, of DSA, asking that he speak with Ronald LaPlante, DSA Senior Structural Engineer, regarding the requirements for the Stage Rigging submittal for the theater. Refer to the attached e-mail from Frank Rice dated May 3, 2012, which states per his conversation with Ronald LaPlante "that since the beginning of the year, all of the DSA offices have made an effort to be consistent with their requirements for seismic loading on the rigging systems for theaters. Those requirements are listed in the attached DSA-60 Form IR0074-SS, which are also the requirements being asked by the plan checker in his comments on the rigging submittal for this project."

Per the conversation between R. M. Byrd and DSA, the requirements for the Stage Rigging Deferred Approval Submittal must follow requirements listed in the attached DSA-60 Form IR0074-SS.

Sincerely,

ANDY POWELL  
Project Manager

AP:rg\P5081400036-ltr

Attachments: Meeting Minutes dated April 17, 2012  
E-mail from Frank Rice dated May 3, 2012  
DSA-60 Form IR0074-SS

cc: Robert J. Hensley, Architect, AIA, LEED™ AP, Chairman, Principal, WLC Architects, Inc.

## Andy Powell

---

**From:** Andy Powell  
**Sent:** Thursday, May 03, 2012 10:47 AM  
**To:** Walt Eden (wsed@cox.net)  
**Cc:** Robert Hensley; jsofranko@ruzika.com; Frank Rice; Betty Sabol  
**Subject:** FW: Capistrano  
**Attachments:** DSA IR0074-SS.pdf

Walt,

Please see the email below from Frank Rice regarding his conversation with DSA Engineers Chris Christakos and Ron LaPlante concerning the Stage Rigging deferred approval submittal. Additionally, please find attached DSA-60 Form IR0074-SS as referenced in the email below.

Thank you,

**Andy Powell** | Project Manager  
**WLC Architects, Inc.** | 8163 Rochester Avenue, Suite 100 | Rancho Cucamonga, CA 91730-0729  
909.987.0909 | [apowell@wlcarchitects.com](mailto:apowell@wlcarchitects.com)

---

**From:** Frank Rice [<mailto:FRice@rmbyrd.com>]  
**Sent:** Thursday, May 03, 2012 10:32 AM  
**To:** Andy Powell  
**Cc:** Robert Hensley  
**Subject:** Capistrano

Andy,

Chris Cristakos called me back this morning and had me speak with Ron LaPlante regarding the requirements for the rigging system submittal for the theater. Ron relayed to me that since the beginning of the year, all of the DSA offices have made an effort to be consistent with their requirements for seismic loading on the rigging systems for theaters. Those requirements are listed in the attached DSA-60 Form IR0074-SS, which are also the requirements being asked by the plan checker in his comments on the rigging submittal for this project.

Based on our conversation, there will not be a way to get around the detailed analysis we were trying to avoid and Protech's engineer will need to get involved.

frank rice, s.e., principal ■ [frice@rmbyrd.com](mailto:frice@rmbyrd.com) ■ (c) 626-589-5231  
r.m. byrd and associates, inc ■ 1047 west sixth street, ontario, ca 91762 ■ 909-983-5599



[www.rmbyrd.com](http://www.rmbyrd.com)



STATE OF CALIFORNIA

# DIVISION OF THE STATE ARCHITECT

FORM

**DSA-60**

Revised 10/01/09

## CODE INTERPRETATIONS REPORTING AND TRACKING

PLEASE FILL OUT COMPLETELY, PER INSTRUCTIONS

Please fill out this form to report any and all interpretations of the 2007 CBSC being used in the Regional Offices. Do NOT submit interpretations that are still being resolved.  
See DSA-60.INSTR for detailed procedures.

### 1) - Source and type of Issue:

**Not Project Specific**

OR

**Project Specific** ☐

Stakeholder Question ☐

Application # \_\_\_\_\_

DSA Internal Question ☒

☐ AC

☐ FLS

☒ SS

INTERPRETATION #

0074-SS

StatewideTeam

### 2) - Relevant Code and References (provide any that apply)

#### TITLE 24 Code Section

Year	Part	Chapter	Section
2010	2	16, 16A	1613, 1613A

#### Referenced Standard:

Standard #	Year	Section
ASCE 7	2005	Chapter 13

*For reference only*

#### OTHER:

### 3) - Topic: (Use 1 to 4 key words) theater rigging counterweight

### 4) - Interpretation question

Please describe the issue. Summarize by stating the issue in the form of a question:

A) Does the theater rigging counterweight system require anchorage for seismic loads?

B) Is there any reduction in seismic anchorage due to a reduced effective seismic weight?

### 5) - Interpretation

A) Yes. Seismic anchorage of the theater rigging counterweight system is required.

There may be acceptable alternate systems of restraining the counterweight system per CAC 4-303 (see the rationale).

If weights will be stored on a raised level such as a catwalk used as a loading bridge, then there must be provisions to prevent the weights from falling off the loading bridge, such as a curb, and the loading bridge must be designed for the additional lateral load due to the weights (use an effective seismic weight of 25% of the weights similar to storage use).

Battens need not be restrained.

B) The counterweight system may be designed for an effective seismic weight  $W_p$  as follows:

1 Elements that resist the seismic lateral loads of a single arbor such as a guide shoe or guide rail must be designed for an effective seismic weight of 100% of the design capacity of the arbor.

2 If there are members that distribute the seismic lateral loads of multiple arbors to the support framing, then those members and the support framing may use a reduced effective seismic weight as follows:

-The anchorage elements located where the arbor is at the lowest level may be designed for an effective seismic weight of 50% of the design capacity of the arbors.

-The anchorage elements located above the lowest level of the arbors may be designed for an effective seismic weight of 25% of the design capacity of the arbors.

## J - Rationale

Provide justification for the decision/interpretation:

There is no exception in ASCE7 for the anchorage of the theater counterweight system. One alternate system to restraining the counterweight system may be to corral the arbors between structural framing/walls on each side for the full travel height of the arbors, capable of resisting the arbor lateral loading. This might be a system of horizontal beams spaced at approximately 1/2 the arbor height to contain the arbors.

A reduction of effective mass is based on the probability of how much of the design capacity of the counterweight system may occur at a given location. Individual elements must be designed for the full design load of an arbor. Members that distribute the lateral loads of multiple arbors to the support framing must have adequate strength and stiffness to distribute the load to the support framing. Most of the arbors will be located in the down position most of the time. It is not likely that all arbors will be loaded and those that are loaded may not be at their full capacity.

Partial list of definitions from ANSI E1.4:

**Batten:** A pipe, tube, or other singular structural shape that is secured to the lift lines. Battens are used for flying scenery, curtains, lighting and audio equipment, adjustable architectural/acoustical decor, or combination thereof. Battens are typically installed parallel to the proscenium, horizontal, and extend beyond the width of the proscenium opening.

**Counterweight:** A weight used to balance the load on a line that is being raised, lowered, or held in position.

**Counterweight arbor:** A moveable rigid carriage assembly and inclusive guides that holds counterweights, and is used to counterbalance a load.

**Counterweight arbor guide:** A component of a counterweight arbor assembly that engages the guide rails in order to maintain vertical alignment over the length of the arbor travel.

**Guide shoe:** A device that connects a counterweight arbor or tension block to the guide rails in order to control the path of its travel.

**Guide rails:** A means of guiding the counterweight arbor throughout its travel in the vertical plane, but which also prevents horizontal or twisting motions of the arbor.

**Head block:** The stationary sheave or block assembly directly above the counterweight arbor or pin rail. The head block permits lift lines to change direction.

**Loading bridge:** An elevated area, located to permit counterweight loading and unloading at the arbor, while the battens are at low trim.

## 7) - Additional Referenced Documents

Indicate documents used if not shown in #2 above

ANSI E1.4 Entertainment Technology Manual Counterweight Rigging Systems

8) - Submitted by: Pete Fischer

☒ HQ ☐ OAK ☐ SD ☐ LA ☐ SAC

Date submitted to HQ: 09/28/2011

9) - Client Contact: \_\_\_\_\_

phone: \_\_\_\_\_

10) - Review by: Structural Statewide Team

11) - CAP #: \_\_\_\_\_

12) - Recommendation for USP document: by: \_\_\_\_\_

NOTE: IT IS THE RESPONSIBILITY OF THE PERSON RECOMMENDING A NEW USP DOCUMENT TO CONTACT THE CODES AND STANDARDS UNIT AND DISCUSS.

☒ No need for USP document at this time.

☐ USP document needed, as described below:

--

**HQ USE ONLY**   ☐ (1) CAP   ☒ (2) Statewide Team   ☐ (3) HQ Interpretation   ☐ (4) RO Interpretation

ENTERED	BY	INTERPRETATION #	SUPERSEDES	SUPERSEDED BY
11-3-11	jv	0074-SS		

April 17, 2012

**MEETING MINUTES**

Capistrano Valley High School Performing Arts Theater  
Capistrano Unified School District  
Project 0814000.01  
Bid No. 1011-11

**MEETING DATE:** April 11, 2012

**ATTENDEES:**

Walter S. Eden, Owner, Edenco, Inc.  
Ben Menasharov, Construction Manager, Edge Development, Inc.  
Nilo Cabrera, Project Manager, Edge Development, Inc.  
Adam Price, Class I Project Inspector, Knowland Construction Services, LLC  
Shane Turner, Vice President, Project Manager, Protech Theatrical Services, Inc.  
John Karlsson, Project Assistant, Knowland Construction Services, LLC  
John Sofranko, Designer, The Ruzika Company  
Robert J. Hensley, Architect, AIA, LEED™ AP, Chairman, Principal, WLC Architects, Inc.  
Andy Powell, Project Manager, WLC Architects, Inc.

**PURPOSE OF MEETING:** Discuss DSA markups of stage rigging deferred approval submittal

**ITEMS DISCUSSED/RESOLVED:**

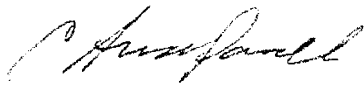
1. DSA markups of the stage rigging deferred approval submittal indicated that clarification of the J-bar wall system is required. The clarification required is to include how the anchorage for the J-bar system is analyzed for lateral loads from the counter weight. DSA also indicated that bracing to resist seismic load in "x" direction was required.
2. Shane Turner, of Protech, stated that the DSA comments did not provide enough criteria for Protech to address the requested analysis for J-bar and anchorage to CMU requirements.
3. WLC agreed to contact Craig Rush, DSA Principal Structural Engineer, and Chris Christakos, DSA Supervising Structural Engineer, to request the specific criteria that Protech was being required to design to per the DSA markups. Robert Hensley e-mailed a request for clarification to Craig Rush and Chris Christakos on April 11, 2012 with the DSA markups attached for reference. Chris Christakos responded on April 12, 2012. Refer to the attached e-mail response from DSA dated Thursday, April 12, 2012.

Meeting Minutes  
Capistrano Valley High School Performing Arts Theater  
Capistrano Unified School District  
Project 0814000.01  
Bid No. 1011-11  
April 17, 2012  
Page 2

#### **END OF MINUTES**

The above represents my best interpretation of the spirit and content of the discussions. Please let me know of any requested modifications or corrections as soon as possible.

Prepared by,



ANDY POWELL  
Project Manager

AP:br/P0081400017-mm

Attachment: E-mail from Chris Christakos, DSA Supervising Structural Engineer, dated Thursday,  
April 12, 2012.

cc: Attendees

## Andy Powell

---

**From:** Robert Hensley  
**Sent:** Thursday, April 12, 2012 8:59 AM  
**To:** Andy Powell  
**Subject:** FW: CVHS-PAT: Theater Equipment DSA Deferred Redmark sheets - DSA #04-110424

FW:

**From:** Christakos, Chris@DGS [mailto:Chris.Christakos@dgs.ca.gov]  
**Sent:** Thursday, April 12, 2012 8:42 AM  
**To:** Robert Hensley; Rush, Craig@DGS  
**Cc:** Walt Eden; Wang, Daxin@DGS  
**Subject:** RE: CVHS-PAT: Theater Equipment DSA Deferred Redmark sheets - DSA #04-110424

Hello Bob,

As I indicated with my message I left to your voice mail yesterday, Daxin Wang's comments in reference to the J-bar for the counterweight anchorage appear to be justifiable. Research made by the DSA structural statewide team has determined that the code requires those connections to be investigated in resisting seismic loads.

Please forward to the designers this e-mail with the following information:

If you have any additional question please let me know.

### **2) - Relevant Code and References (provide any that apply)**

**TITLE 24 Code Section 2010 2 16, 16A 1613, 1613A**

### **4) - Interpretation question**

Please describe the issue. Summarize by stating the issue in the form of a question:

- A) Does the theater rigging counterweight system require anchorage for seismic loads?
- B) Is there any reduction in seismic anchorage due to a reduced effective seismic weight?

### **5) - Interpretation**

A) Yes. Seismic anchorage of the theater rigging counterweight system is required.

There may be acceptable alternate systems of restraining the counterweight system per CAC 4-303 (see the rationale).

If weights will be stored on a raised level such as a catwalk used as a loading bridge, then there must be provisions to

prevent the weights from falling off the loading bridge, such as a curb, and the loading bridge must be designed for the additional

lateral load due to the weights (use an effective seismic weight of 25% of the weights similar to storage use).

Battens need not be restrained.

B) The counterweight system may be designed for an effective seismic weight  $W_p$  as follows:

1 Elements that resist the seismic lateral loads of a single arbor such as a guide shoe or guide rail must be designed for an

effective seismic weight of 100% of the design capacity of the arbor.



2 If there are members that distribute the seismic lateral loads of multiple arbors to the support framing, then those members and the support framing may use a reduced effective seismic weight as follows:

- The anchorage elements located where the arbor is at the lowest level may be designed for an effective seismic weight of 50% of the design capacity of the arbors.
- The anchorage elements located above the lowest level of the arbors may be designed for an effective seismic weight of 25% of the design capacity of the arbors.

#### **6) - Rationale**

Provide justification for the decision/interpretation:

There is no exception in ASCE7 for the anchorage of the theater counterweight system.

One alternate system to restraining the counterweight system may be to corral the arbors between structural framing/walls on

each side for the full travel height of the arbors, capable of resisting the arbor lateral loading. This might be a system of

horizontal beams spaced at approximately 1/2 the arbor height to contain the arbors.

A reduction of effective mass is based on the probability of how much of the design capacity of the counterweight system may

occur at a given location. Individual elements must be designed for the full design load of an arbor. Members that distribute the

lateral loads of multiple arbors to the support framing must have adequate strength and stiffness to distribute the load to the

support framing. Most of the arbors will be located in the down position most of the time. It is not likely that all arbors will be

loaded and those that are loaded may not be at their full capacity.

Partial list of definitions from ANSI E1-4:

**Batten:** A pipe, tube, or other singular structural shape that is secured to the lift lines. Battens are used for flying scenery, curtains, lighting and audio equipment, adjustable architectural/acoustical decor, or combination thereof. Battens are typically installed parallel to the proscenium, horizontal, and extend beyond the width of the proscenium opening.

**Counterweight:** A weight used to balance the load on a line that is being raised, lowered, or held in position.

**Counterweight arbor:** A moveable rigid carriage assembly and inclusive guides that holds counterweights, and is used to counterbalance a load.

**Counterweight arbor guide:** A component of a counterweight arbor assembly that engages the guide rails in order to maintain vertical alignment over the length of the arbor travel.

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**Guide rails:** A means of guiding the counterweight arbor throughout its travel in the vertical plane, but which also prevents horizontal or twisting motions of the arbor.

**Head block:** The stationary sheave or block assembly directly above the counterweight arbor or pin rail. The head block permits lift lines to change direction.

**Loading bridge:** An elevated area, located to permit counterweight loading and unloading at the arbor, while the battens are at low trim.

#### **7) - Additional Referenced Documents**

Indicate documents used if not shown in #2 above

ANSI E1.4 Entertainment Technology Manual Counterweight Rigging Systems

**Chris S. Christakos, S.E.**

Supervising Structural Engineer

State of California » Department of General Services  
10920 Via Frontera, Suite 300 San Diego, CA 92127  
<http://www.dsa.dgs.ca.gov>

Phone (858) 674-5422  
Fax (858) 674-5471  
Email [chris.christakos@dgs.ca.gov](mailto:chris.christakos@dgs.ca.gov)



**From:** Robert Hensley [<mailto:rjh@wlcarchitects.com>]  
**Sent:** Wednesday, April 11, 2012 10:59 AM  
**To:** Rush, Craig@DGS  
**Cc:** Christakos, Chris@DGS; Walt Eden  
**Subject:** Fwd: CVHS-PAT: Theater Equipment DSA Deferred Redmark sheets - DSA #04-110424

Craig,

We have a question that requires your assistance regarding the approval of our contractor's deferred approval documents. Please see comments in green on the attached sheets. DSA is requesting the contractor to provide "provide analysis for J-bar and anchorage"... The system provided by the contractor is very similar to other systems being installed at other high schools. The rigging system design was prepared by The Ruzika Company and the contractor is Pro-tech. We are currently completing two very similar theaters in Victor Valley USD and Colton Joint USD with the same team. Please give me a call to discuss when you have the time.

Thanks, Bob  
Sent from my iPad

Begin forwarded message:

**From:** "Nilo Cabrera" <[ncabrera@edge-dev.com](mailto:ncabrera@edge-dev.com)>  
**To:** "Robert Hensley" <[rjh@wlcarchitects.com](mailto:rjh@wlcarchitects.com)>  
**Subject:** FW: CVHS-PAT: Theater Equipment DSA Deferred Redmark sheets Part Two

Bob,  
Sheets #2 & #6 attached, per our CVHS jobsite project meeting held today, for your use.  
Sincerely,  
EDGE Development, Inc.  
Nilo

---

**From:** John Karlsson [<mailto:johnkcs@cox.net>]  
**Sent:** Friday, April 06, 2012 10:45 AM  
**To:** Nilo Cabrera  
**Subject:** CVHS-PAT: Theater Equipment DSA Deferred Redmark sheets Part Two

Nilo,

Attached is Part Two. Now you should have all of the Theater Equipment DSA Deferred Redmark Sheets in a readable Pdf. format. Please ensure that Pro-tech has received all of the Redmark sheets.

John Karlsson, PROJECT ENGINEER  
(949) 338-1421

Knowland Construction Services

[www.KnowlandConstructionServices.com](http://www.knowlandconstructionservices.com) <<http://www.knowlandconstructionservices.com/>>

• DSA Inspections • 626-786-4331

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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. :** 00040  
**Date:** 5/21/2012

**Title:** RFI Reconciliation Meeting 5/18/12

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 identified herein.

### **Description of Proposal:**

Pursuant to an RFI review and reconciliation meeting held on 5/18/12 with Owner's Representative and Edge Development (Contractor) it was mutually determined that there would be additional cost for the following items:

- Item 1) Pursuant to A.O.R.'s response to RFI #154 dated 3/6/12 it was required that approximately 20 L.F. of 12" C.M.U. must be raised + 6'-0" to correctly frame in the roof. (Refer to Attachment "A" dated 5/21/12).
- Item 2) Pursuant to the A.O.R.'s response to RFI #165 dated 3/26/12 the A.O.R. required 7 steel columns to be extended from 25'-4" to 25'-9" thus providing the more desirable and appropriate floor to finish ceiling height of 10'-0" in the 2nd Floor Lobby. (Refer to Attachment "B" dated 5/21/12).
- Item 3) Pursuant to the A.O.R.'s response to RFI #185 dated 4/16/12 the contractual documents did not contemplate a 4' section of ledger angle that was necessary support the metal deck at stairwell #2, (Refer to Attachment "C" dated 5/21/12).
- Item 4) An additional flow test was performed on the 2/17/12 because the initial flow test did not meet the flow requirements for the designed fire sprinkler system. Preparation to the site was needed to avoid disruption of concurrent work. As such, it was necessary to install and remove sandbags around the fire hydrant being tested, (Refer to Attachment "D" dated 5/21/12).
- Item 5) Pursuant to the A.O.R.'s Bulletin #11 dated 4/23/12 the A.O.R. required the catwalk to be raised, close to gridline 4 and running toward the stage 6", in order to resolve conflict between the structural channel and the catwalk, (Refer to Attachment "E" dated 5/21/12).
- Item 6) Additional labor and equipment for a electrical cable pull for the primary electrical feed due to the District's requested elimination of an obtrusive 3' x 5' pull electrical box located in the pedestrian corridor, (Refer to Attachment "F" dated 5/21/12).
- Item 7) Pursuant to the A.O.R.'s Bulletin #9 dated 4/23/12 a credit was due to the District because of the deletion of the intumescent paint in lieu of spray applied fireproofing on structural columns in the main entrance, (Refer to Attachment "G" dated 5/21/11). 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		\$8,670.00

### **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.



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. : 00040  
Date: 5/21/2012

Title: RFI Reconciliation Meeting 5/18/12

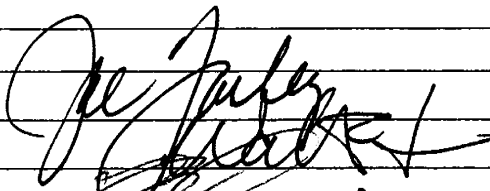
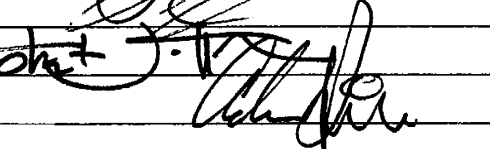
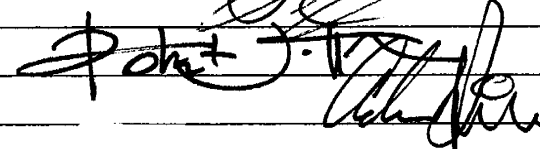
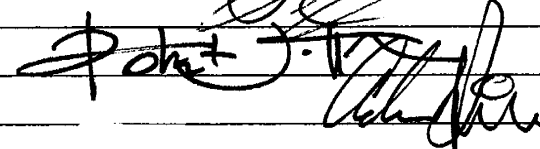

arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

### COST:

- ☒ Lump Sum **\$8,670.00** ☐ 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		5/25/12
Owner's Representative		5/23/12
Contractor		5/23/12
Architect of Record		5/23/12
Inspector of Record		5/23/12

# **Capistrano Valley Performing Arts Theater BID # 1011-11**

**W.O. # 040**

## **RFI Reconciliation Meeting**

DATA DATE: 5/21/2012

Refer to Attachments "A" thru "G" Dated 5/21/12

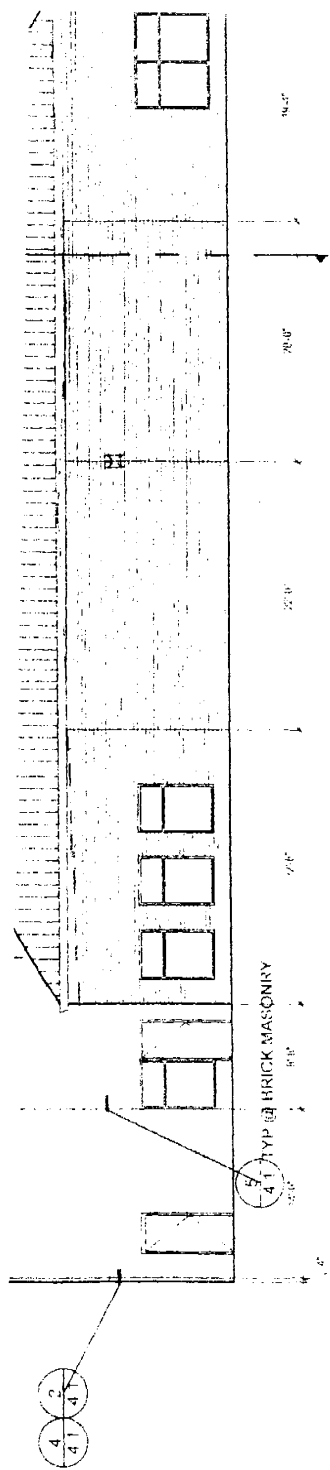
### **Add**

ITEM NO.	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Provide material and labor to increas masonry height 6' between gridlines E and G. 20' wide x 6'high = 120 S.F. of CMU x \$30/S.F. = \$3600				\$ 3,600.00
2	Provide material and labor to extend the length of 7 columns from 25' 4" to 25'-9" as noted in RFI #165. Material and Welding Shop = \$200 Labor = 1 man x 8hrs x \$65/hr = \$520		\$ 200.00	\$ 520.00	\$ 720.00
3	Provide material and labor to install ledger angle to support the metal deck at stairwell #2 as noted in RFI #185. Labor = 4hrs x \$65/hr. = \$260 Material = \$250 Lump Sum Price		\$ 260.00	\$ 250.00	\$ 510.00
4	Provide material and labor to install and remove sand bags to prevent flooding during the scheduled flow test held on 2/17/12. Material Gravel Bags = \$700 Lump Sum Price Labor 2 men x 8hrs x \$65/h = \$1040 Removal = 2 men x 8hrs x \$65/h = \$1040		\$ 2,080.00	\$ 700.00	\$ 2,780.00
5	Provide labor and material to raise the catwalk framing as noted on Bulletin #11. Labor = 2 men x 8hrs. X 60/hr. = \$960 Detailing = 1 men x 8hrs x 60/hr. = \$480		\$ -	\$ 1,440.00	\$ 1,440.00
6	Provide labor to provide added long pull due to the elimination of a corridor pullbox. 4 men x 8hrs. X \$60/hr. = \$1920			\$ 1,920.00	\$ 1,920.00
Subtotal Add					\$ 10,970.00
10% Fee					\$ 1,097.00
Subtotal					\$ 12,067.00
5% GC/Ins. Fee					\$ 603.35
Net Add					\$ 12,670.35

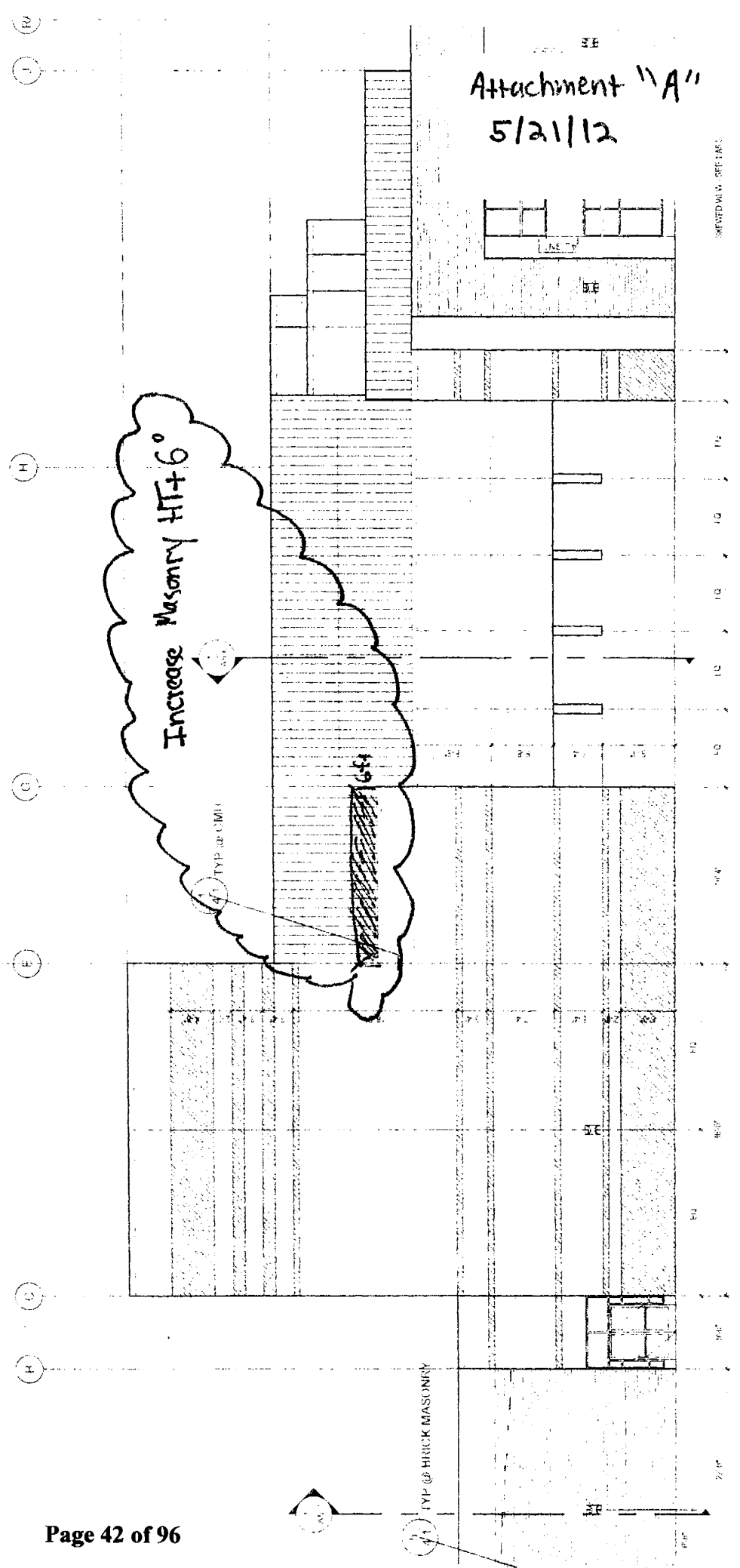
### **Credit**

ITEM NO.	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Credit for deletion of intumescent paint per Bulletin #9 8' columns= \$600/ea. x 4 = \$2400 6' columns= \$400/ea. x 4 = \$1600				\$ 4,000.00
Subtotal Credit					\$ (4,000.00)
Net Add					\$ 12,670.35
Net Credit					\$ (4,000.00)
<b>FULL AND FINAL TOTAL*</b>					<b>\$ 8,670</b>

\*Rounded to nearest dollar

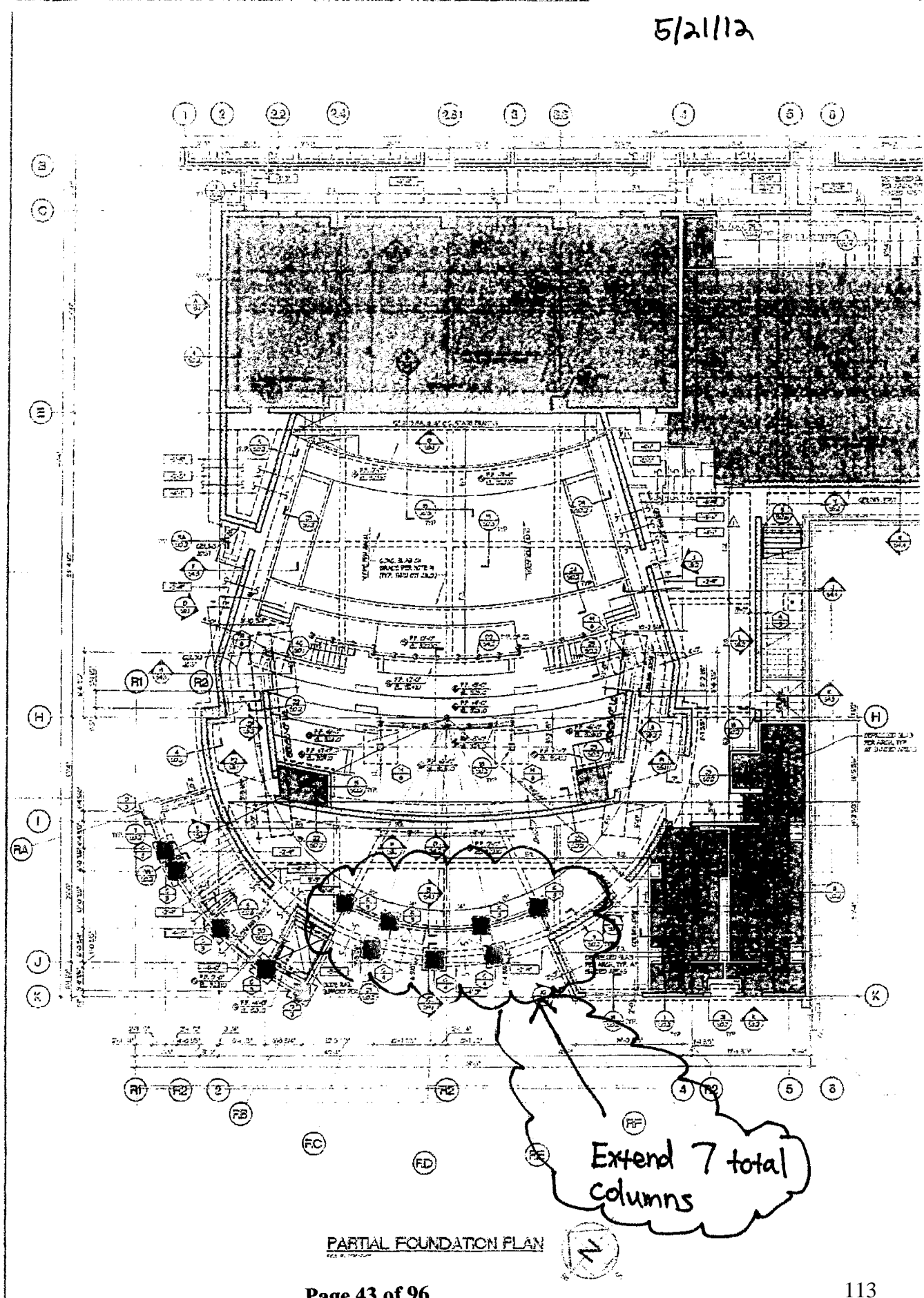


EAST



Attachment "A"  
5/21/12

5/21/12

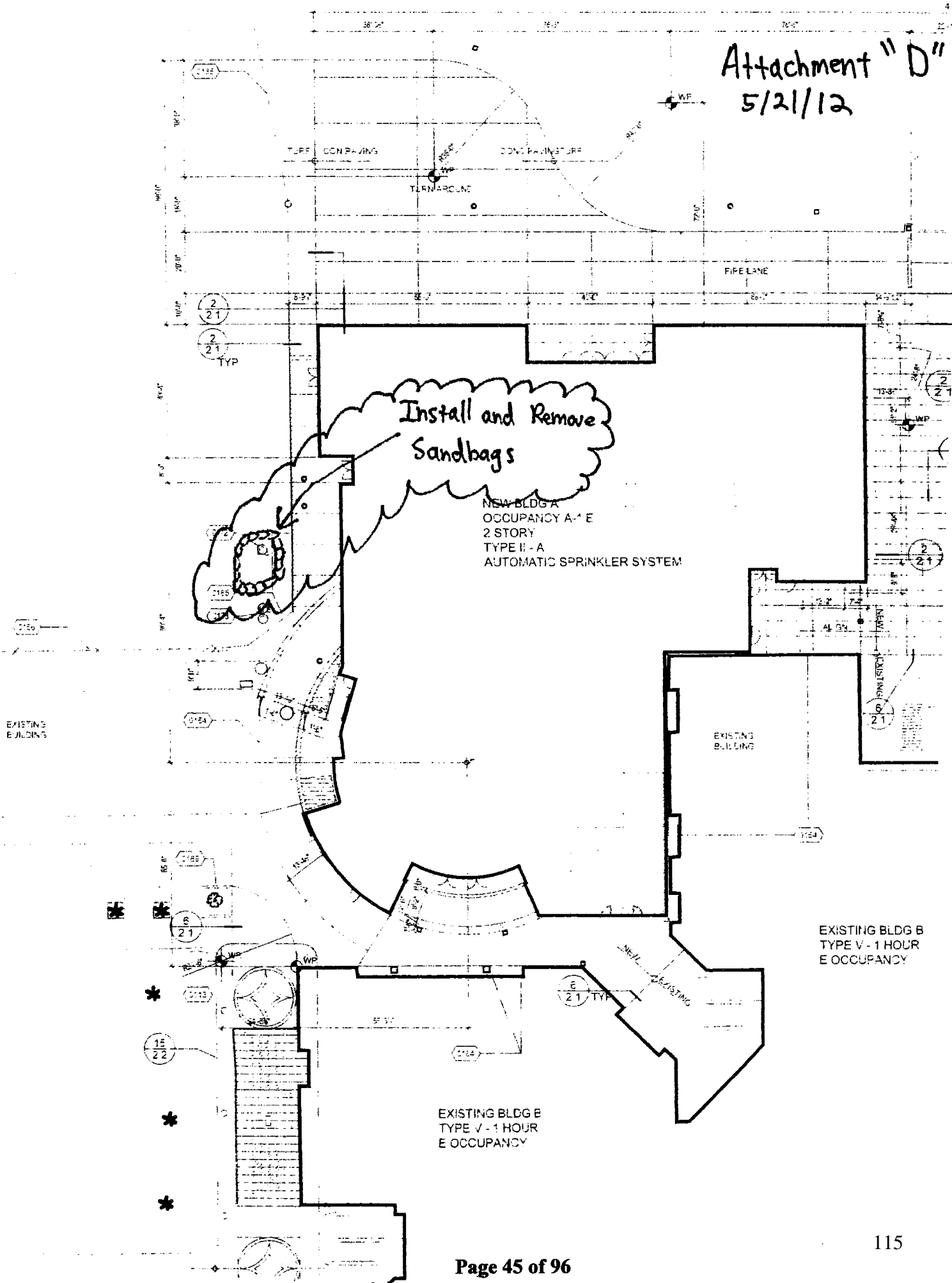




5/21/12



Attachment "D"  
5/21/12



DATE: April 23, 2012

INSTRUCTION BULLETIN:

11

PROJECT NO.:

0814000.53

PROJECT:

Capistrano Valley High School Performing Arts  
Theater  
Capistrano Unified School District

TO:

Mr. Walter S. Ed-  
Owner  
Edenco, Inc.  
2906 La Ventan  
San Clemente,

Attachment "E"  
5/21/12

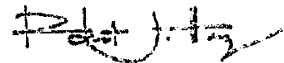
## DESCRIPTION OF WORK TO BE PERFORMED:

- |                |      |   |
|----------------|------|---|
| Item:          | 11.1 | Raise the catwalk, close to GL 4 and running toward the stage 6'.                                     |
|                | 11.2 | Provide a transition ramp from the center catwalk (26'-6") to the side catwalk which has been raised. |
|                | 11.3 | Eliminate one step in the stair leading to the 28'-8" catwalk.  |
|                | 11.4 | Revise the ladder leading to Catwalk A306.  |
| Justification: |      | Conflict between structural channel and catwalk.  |
| Requested by:  |      | Architect   |
| Attachments:   |      | Architectural Sheets FCD16.A01  |

## ACTION TO BE TAKEN:

- |   |          |  |
|---|----------|--|
| 1 | _____    | Make the described change in the work at no change in the Contract Sum and no change in the Contract Time of Completion  |
| 2 | <u>X</u> | Make the described change in the work with credit or cost for which will be determined in accordance with the General and Supplementary Conditions of the Contract |
| 3 | _____    | Promptly advise the Architect as to credit or cost proposed for the described change. This is not an authorization to proceed with the change.                     |

cc: Mr. Tim Holcomb  
Interim Deputy Superintendent  
Capistrano Unified School District



Architect: ROBERT J. HENSLEY  
Architect, AIA  
LEED™ AP  
Chairman, Principal

## AUTHORIZATION TO PROCEED:

When approved by both parties below, you are authorized to proceed with the work outlined in \_\_\_\_\_.

The amount for this change of \_\_\_\_\_ will be (added/deducted) in a forthcoming Change Order.

The contract Time will be adjusted by \_\_\_\_\_ day(s) (added/deducted)

Owner

Date

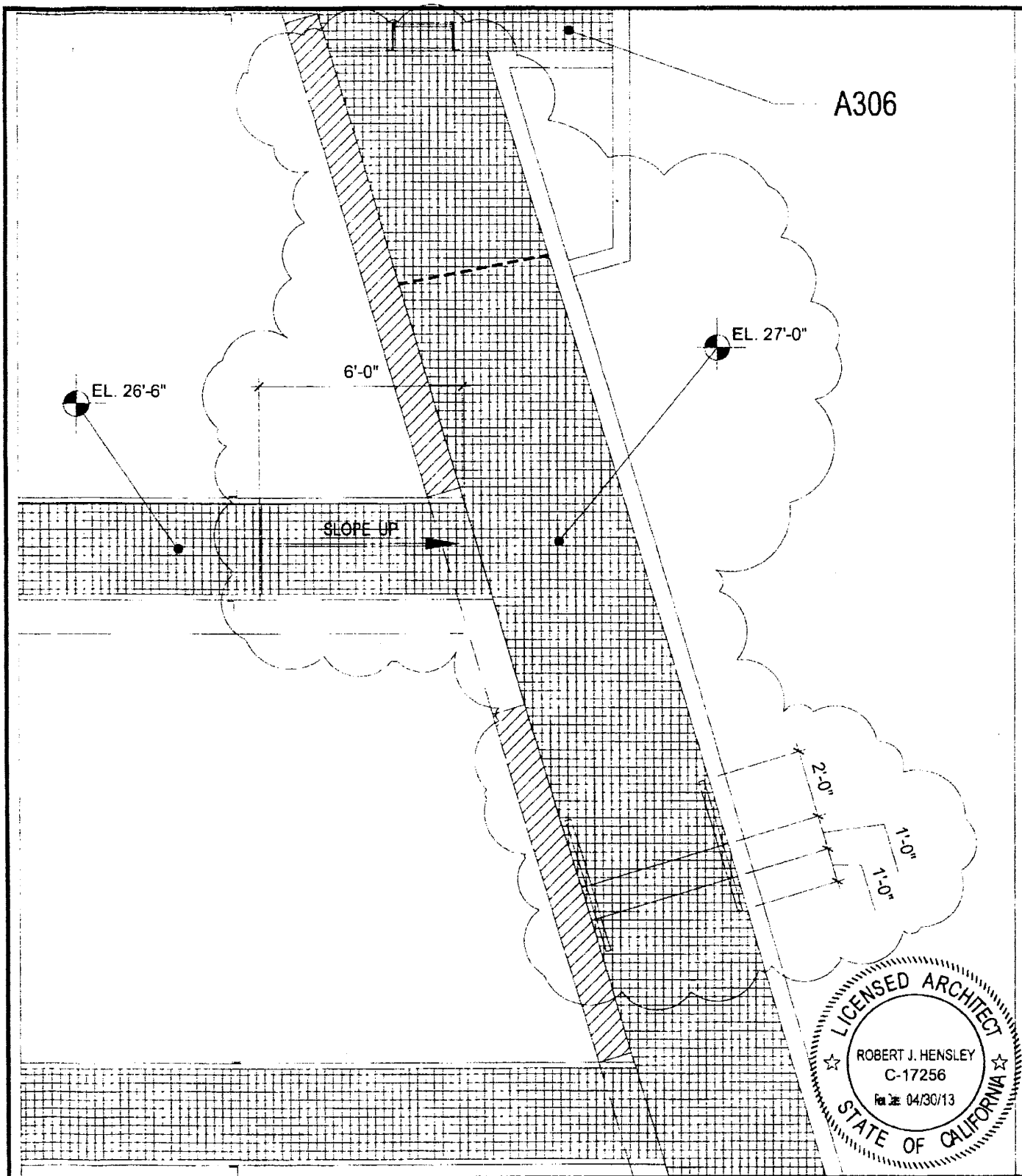
Contractor

Date

BS:rg PS081400011-tb

8163 Rochester Avenue, Suite 100, Rancho Cucamonga, California 91730 ph: 909 987 0909 fax: 909 980 9980

www.wlcarchitects.com



**WLC**  
Architects, Inc.  
RANCHO CUCAMONGA FOLSOM DIXVILLE

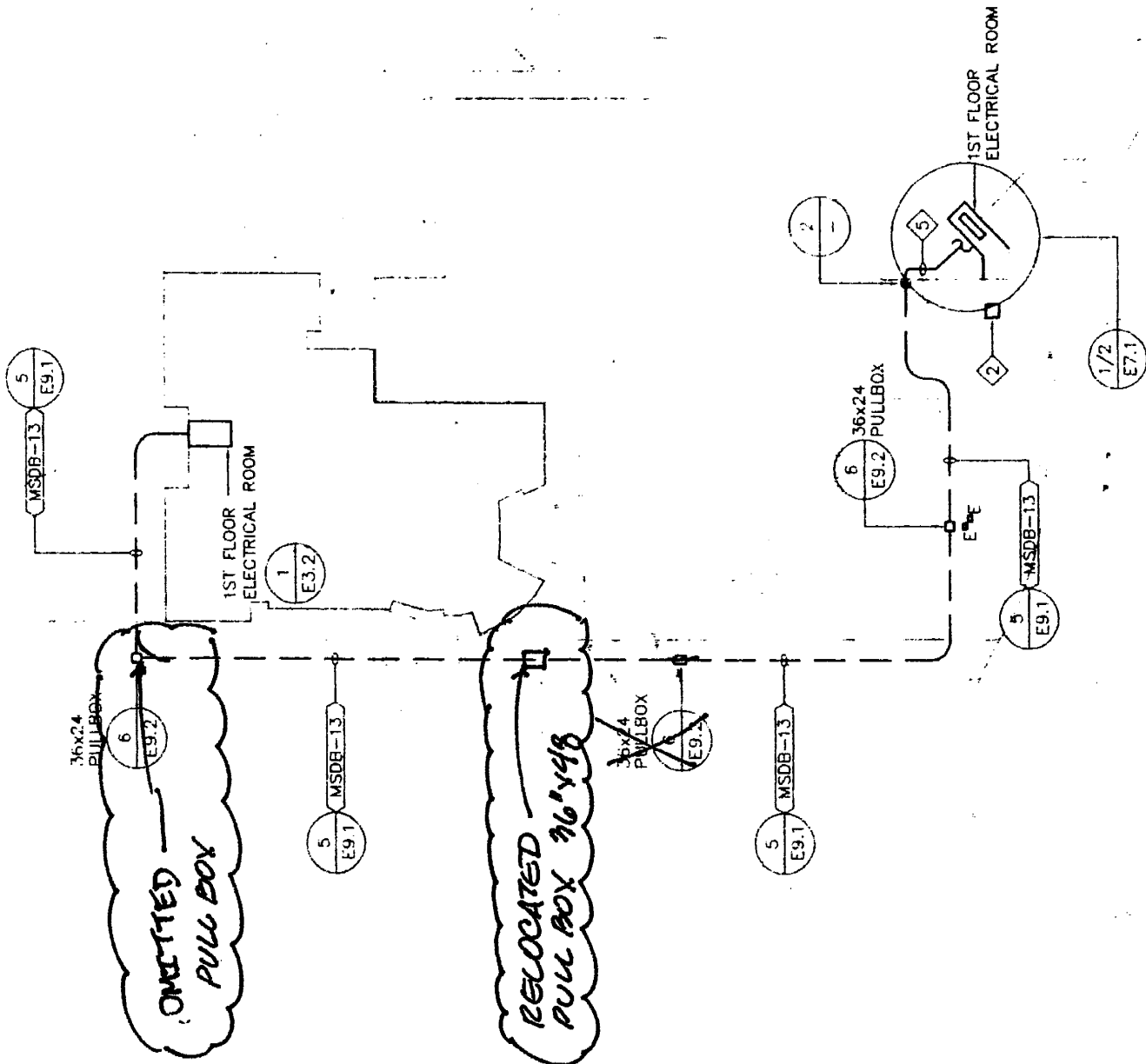
**SOUTHERN CALIFORNIA**  
8163 Rochester Ave.,  
Suite 100  
Rancho Cucamonga  
California 91730-0729  
tel: 909-987-0909  
fax: 909-987-9980

**CAPISTRANO VALLEY  
PERFORMING ARTS THEATER  
MISSION VIEJO, CA**

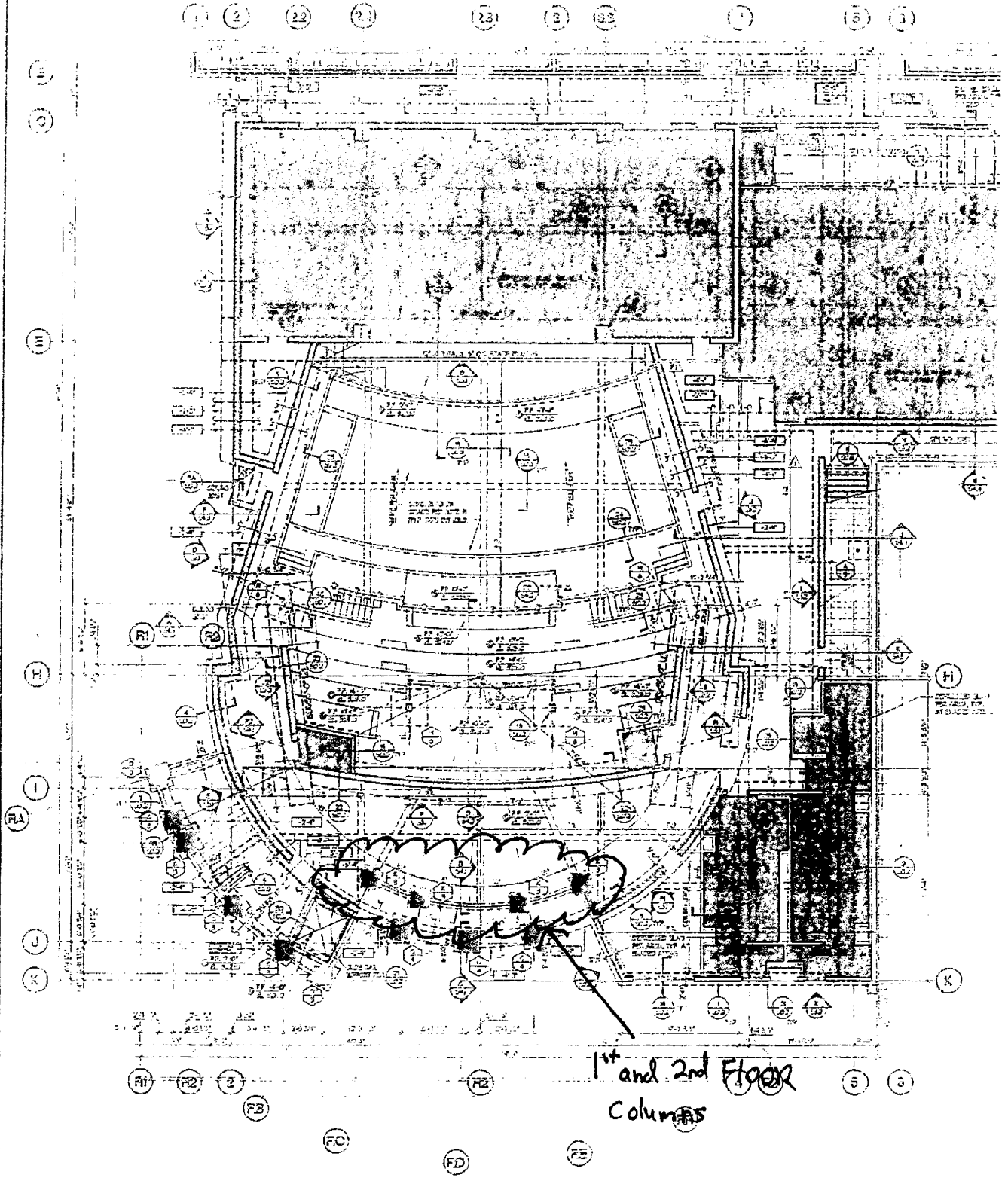
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DATE	10/21/10
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JOB NO.	08140.53

**FCD16.A01**  
A# 110424

5/21/12



5/21/12



PARTIAL FOUNDATION PLAN





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. : 00010  
Date: 6/20/2012

Title: Change Order #10

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
WO #41	Value Enhancement	0	\$4,546.00

Pursuant to a job walk by the District's Representative it was determined that a temporary walkway and temporary fence, at the west side commuter parking lot and east side top of fire lane, was required to ensure safe passage for the graduation participants and attendees during the June 20, 2012 graduation ceremony, (Refer to Attachment "A" dated 6/15/12). The temporary orange snow fence shall be installed no later than 7:00am June 20, 2012 and removed by 7:00am the following morning.

WO #42	Value Enhancement	0	\$24,424.00
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Pursuant to a Bulletin review and reconciliation meeting held on 6/18/12 with Owner's Representative and Edge Construction (Contractor) it was mutually determined that there would be additional costs for the following Bulletins:

#### Bulletin #4

During the District's ongoing efforts to review and coordinate the construction documents it was discovered that the Door Schedule and Details did not indicate a drywall return with metal trim to hollow metal door frames. Therefore, the Architect of Record issued Bulletin #4 on 12/6/11 clarifying the location of the metal door and window frames in relation to the Cement Masonry Unit walls and showing corner bead and "L" Metal at these locations, (Refer to Attachment "A" dated 6/19/12).

#### Bulletin #10R-1

Pursuant to the Architect of Record's issuance of Bulletin #10R1, on 5/29/2012, which modified the emergency lighting design by adding battery packs to the exit signs, rerouting conduit for type K & S fixtures, and revising the inverter circuit breaker the contractor shall provide the necessary labor and materials to install the items as noted in Bulletin #10R-1, (Refer to Attachment "B" dated 6/19/12).

#### Bulletin #12

Pursuant to the Architect of Record issuance of Bulletin #12, on 5/30/12 the Air Handling Unit #11 was relocated from the low roof (gridlines 6 & H) to the high roof (gridlines 6 & I) in order to resolve ducting run conflicts between the Air Handling Unit #11 and the Mezzanine A201 Room. The contractor shall provide labor and material to install the steel beams necessary for relocation as noted in Bulletin #12, (Refer to Attachment "C" dated 6/19/12).

#### Bulletin #15R-1

Pursuant to the Architect of Records issuance of Bulletin #15R1 on 6/8/2012 the size of the operable wall channel, which supports the track and hanger rods, was changed. The contractor shall provide labor and material for the installation of the operable wall channel beam as noted in Bulletin #15R1.

WO #43	Errors and Omissions	0	\$22,894.00
--------	----------------------	---	-------------

During the District's ongoing efforts to review and coordinate the construction documents it was discovered that the roof framing required an increase in height in the A118 Production Digital Room, revised H.V.A.C. duct sizes, and revised classroom ceilings and soffits because the contract drawings did not allow the appropriate height between bottom of steel and ceiling height. Therefore, the Architect of Record issued Bulletin #6 dated 1/30/12 which raised roof framing, revised HVAC duct work, modified perimeter soffits and deleted Window Types A1 and B1., (Refer to Attachment "A" dated 6/19/12).





Capistrano Unified School District  
Facilities and Plant Operations  
33122 Valle Road  
San Juan Capistrano, California  
92675

Project: -- 1011-11 CVHS Performing Arts Theater

Purchase Order No. :

Contract Number: 1011-11

DSA Number: 04-110424

## CHANGE ORDER

Item	Responsibility Code	Days	Change Amount
WO #44	Other	0	(\$11,647.00)

Due to Prime Steel's (Edge's subcontractor) excessive construction related errors, which have resulted in numerous Requests for Information (RFI) and subsequent additional design time for the Architect of Record and the Structural Engineer of Record to issue Field Change Directives and the related review and approval process by the Division of State Architect (DSA). The District has elected to recover additional and excessive Architect of Record design costs in accordance with General Condition Article 34. Please refer to Attachment "A" dated 6/19/12 which outlines the total deduction of \$11,647 required by the Architect and their consultant for their extra work to provide solutions for Prime Steel's excessive construction related errors.

Contractor agrees to furnish all labor and materials and perform 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 .....	\$250,378.00
The Contract Sum Prior to This Change Order was .....	\$12,225,385.00
The Contract Sum Will be Increased .....	\$40,217.00
The New Contract Sum Including This Change Order .....	\$12,265,602.00
The Contract Time Will Not Be Changed .....	
The Date of Substantial Completion as of this Change Order Therefore is ...	2/13/2013

Signature	Date
CUSD - Joe Farley	
Owner's Representative	6/27/12
Contractor	6/27/12
Architect of Record	6/27/12
Inspector of Record	6/27/12



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. : 00041  
Date: 6/15/2012

Title: Temp Fence and Pedestrian Walkway

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 identified herein.

### Description of Proposal:

Pursuant to a job walk by the District's Representative it was determined that a temporary walkway and temporary fence, at the west side commuter parking lot and east side top of fire lane, was required to ensure safe passage for the graduation participants and attendees during the June 20, 2012 graduation ceremony, (Refer to Attachment "A" dated 6/15/12). The temporary orange snow fence shall be installed no later than 7:00am June 20, 2012 and removed by 7:00am the following morning. As such, the District determined the additional cost and negotiated with the Contractor the full and final total in the amount noted below.

Item	Description	Amount
00001		\$4,546.00

### 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 **\$4,546.00** ☐ 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		6/15/12
Owner's Representative		6/15/12
Contractor		6/20/12
Architect of Record		6/20/12
Inspector of Record		6/15/12

**Capistrano Valley Performing Arts Theater BID # 1011-11**

**W.O. # 041**

**REVIEW**

DATA DATE:6/15/12

**Temp Fence and Pedestrian Walkway**

Refer to Attachment "A" Dated 6/15/12

**Add**

ITEM NO.					
CUSD	DESCRIPTION	Rental Equipment	MATERIAL	LABOR	SUB TOTAL
1	Provide labor to install and remove temp fencing and walkway for the June 20, 2012 graduation ceremony. Labor: 3 men x 2 days x 8/hr x \$60/hr. = \$2800			\$ 2,800	\$ 2,880
2	Provide material to install and remove temp fencing and walkway for the June 20, 2012 graduation ceremony. (Includes tax and delivery) Orange Snow Fence= 11/ rolls x \$41/per 100' = \$451 60/post x \$5.75/ea. = \$345 Cement for Temp Walkway = \$260		\$ 1,056		\$ 1,056
Subtotal Add					\$ 3,936.00

Subtotal Add \$ 3,936.00

10% Sub Fee \$ 393.60

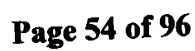
Subtotal \$ 4,329.60

5% G.C./Ins. Fee \$ 216.48

**FULL AND FINAL TOTAL\* \$ 4,546**

\*Rounded to nearest dollar

6/15/12







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. :** 00042  
**Date:** 6/19/2012

**Title:** Bulletin Review and Reconciliation

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 identified herein.

### **Description of Proposal:**

Pursuant to a Bulletin review and reconciliation meeting held on 6/18/12 with Owner's Representative and Edge Construction (Contractor) it was mutually determined that there would be additional costs for the following Bulletins:

#### **Bulletin #4**

During the District's ongoing efforts to review and coordinate the construction documents it was discovered that the Door Schedule and Details did not indicate a drywall return with metal trim to hollow metal door frames. Therefore, the Architect of Record issued Bulletin #4 on 12/6/11 clarifying the location of the metal door and window frames in relation to the Cement Masonry Unit walls and showing corner bead and "L" Metal at these locations, (Refer to Attachment "A" dated 6/19/12).

#### **Bulletin #10R-1**

Pursuant to the Architect of Record's issuance of Bulletin #10R1, on 5/29/2012, which modified the emergency lighting design by adding battery packs to the exit signs, rerouting conduit for type K & S fixtures, and revising the inverter circuit breaker the contractor shall provide the necessary labor and materials to install the items as noted in Bulletin #10R-1, (Refer to Attachment "B" dated 6/19/12).

#### **Bulletin #12**

Pursuant to the Architect of Record issuance of Bulletin #12, on 5/30/12 the Air Handling Unit #11 was relocated from the low roof (gridlines 6 & H) to the high roof (gridlines 6 & I) in order to resolve ducting run conflicts between the Air Handling Unit #11 and the Mezzanine A201 Room. The contractor shall provide labor and material to install the steel beams necessary for relocation as noted in Bulletin #12, (Refer to Attachment "C" dated 6/19/12).

#### **Bulletin #15R-1**

Pursuant to the Architect of Records issuance of Bulletin #15R1 on 6/8/2012 the size of the operable wall channel, which supports the track and hanger rods, was changed. The contractor shall provide labor and material for the installation of the operable wall channel beam as noted in Bulletin #15R1.

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		\$24,424.00

### **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. : 00042  
Date: 6/19/2012

Title: Bulletin Review and Reconciliation

### COST:

- ☒ Lump Sum **\$24,424.00** ☐ 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		6/21/12
Owner's Representative		6/20/12
Contractor		6/20/12
Architect of Record		6/20/12
Inspector of Record		6/20/12

**Capistrano Valley Performing Arts Theater BID # 1011-11**

**W.O. # 042**

**REVIEW**

DATA DATE:6/19/12

**Bulletins 4, 10R-1, 12, & 15R1**

Refer to Attachment "A" Dated 6/19/12

**Add**

ITEM NO.	DESCRIPTION	Rental Equipment	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Contractor will provide labor and materials to install corner bead and L metal per Bulletin #4 details including tape, sand, and metal studs. 24 openings x 3hrs. X \$60/hr. = \$4320				\$ 4,320
2	Contractor will provide labor and material to modify fixture types S & K and inverter circuit breaker as noted in Bulletin #10R-1. Material: 37 Emergency "Exit" light batteries x \$28 = \$1036 Type K Fixtures = 28 fixtures x \$35/Fixture = \$980 Type S Fixtures = 4 re-routed fixtures x \$125/fixture = \$500 Revise inverter circuit breaker and feeder from DP-TDP to inverter = \$3500 Labor: 4 men x 8hrs x 3 days x \$60/hr = \$5760		\$ 6,016	\$ 5,760	\$ 11,776
3	Contractor will provide labor and material to relocate mechanical unit #11 from the low roof (gridlines 6 & I) to the high roof(gridlines 6 & H) as noted in Bulletin #12. Includes taxes and delivery Material: 3 Steel Beam pieces ( W12 x 14 x 8' ) x \$100/ea = \$300 Labor: 2men x 8/hr x \$60/hrs = \$960 Crane: 2hrs x \$180/hr. = \$360 Delivery = \$305 Lump Sum Price	\$ 665.00	\$ 300.00	\$ 960	\$ 1,925
4	Contractor will provide labor and material to modify the operable partition support as noted in Bulletin #15R-1 Material 1 Steel Beam piece (C8 x 11.5 20') and Accessories = \$725 Field Labor: 2men x 8hr x \$60/hrs x 2 days = \$1920 Shop Labor 2men x 4hr x \$60/hrs = \$480		\$ 725	\$ 2,400	\$ 3,125
Subtotal Add					\$ 21,146.00
Subtotal Add					\$ 21,146.00
10% Sub Fee					\$ 2,114.60
Subtotal					\$ 23,260.60
5% G.C./Ins. Fee					\$ 1,163.03
<b>FULL AND FINAL TOTAL*</b>					<b>\$ 24,424</b>

\*Rounded to nearest dollar



6/19/12

DATE: December 6, 2011

INSTRUCTION BULLETIN:

4

PROJECT NO.:

0814000.53

PROJECT:

TO:

Capistrano Valley High School Performing Arts  
Theater  
Capistrano Unified School District

Mr. Walter S. Eden  
Owner  
Edenco, Inc.  
2906 La Ventana  
San Clemente, CA 92672

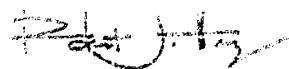
DESCRIPTION OF WORK TO BE PERFORMED:

Item 4.1 Reference attached hollow metal frame at CMU Sketches 1 through 8.  
4.2 Refer to attached Floor Plan Sheets A7.1, A7.2 and A2.4 for detail references.  
Justification: Clarification on location of hollow metal door and window frames to CMU wall and finishes.  
Requested by: Walter S. Eden, Edenco  
Attachments: CMU Sketches 1 through 8, Floor Plan Sheets A7.1, A7.2 and A2.4

ACTION TO BE TAKEN:

1. ☒ Make the described change in the work at no change in the Contract Sum and no change in the Contract Time of Completion.
2. ☐ Make the described change in the work with credit or cost for which will be determined in accordance with the General and Supplementary Conditions of the Contract.
3. ☐ Promptly advise the Architect as to credit or cost proposed for the described change. This is not an authorization to proceed with the change.

cc. Randy Rowles, Executive Director,  
Facilities and Plant Operation  
Capistrano Unified School District



Architect: ROBERT J. HENSLEY  
Architect, AIA  
LEED™ AP  
Chairman, Principal

AUTHORIZATION TO PROCEED:

When approved by both parties below, you are authorized to proceed with the work outlined in \_\_\_\_\_.  
The amount for this change of \_\_\_\_\_ will be (added/deducted) in a forthcoming Change Order.  
The contract Time will be adjusted by \_\_\_\_\_ day(s) (added/deducted)

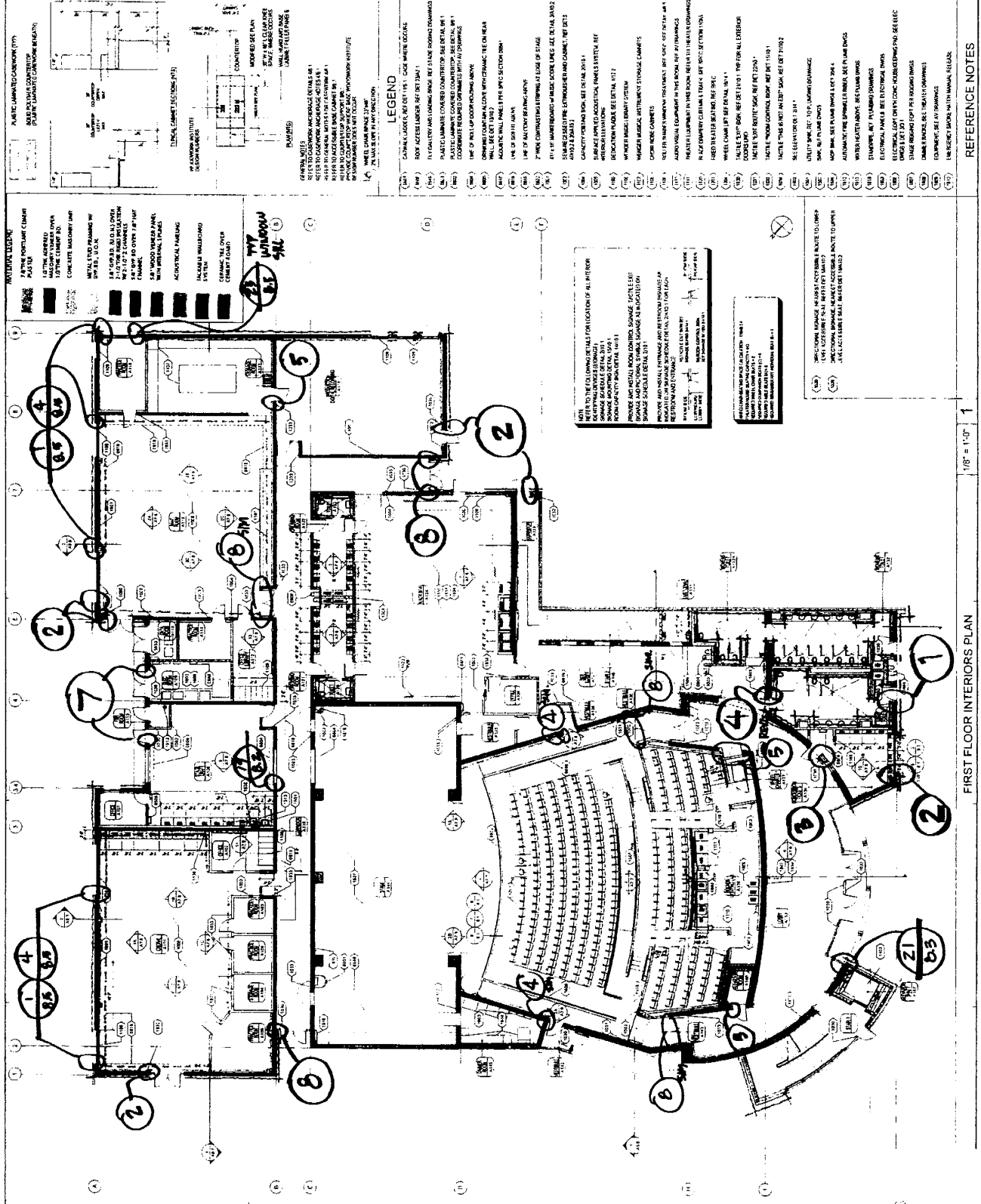
Owner

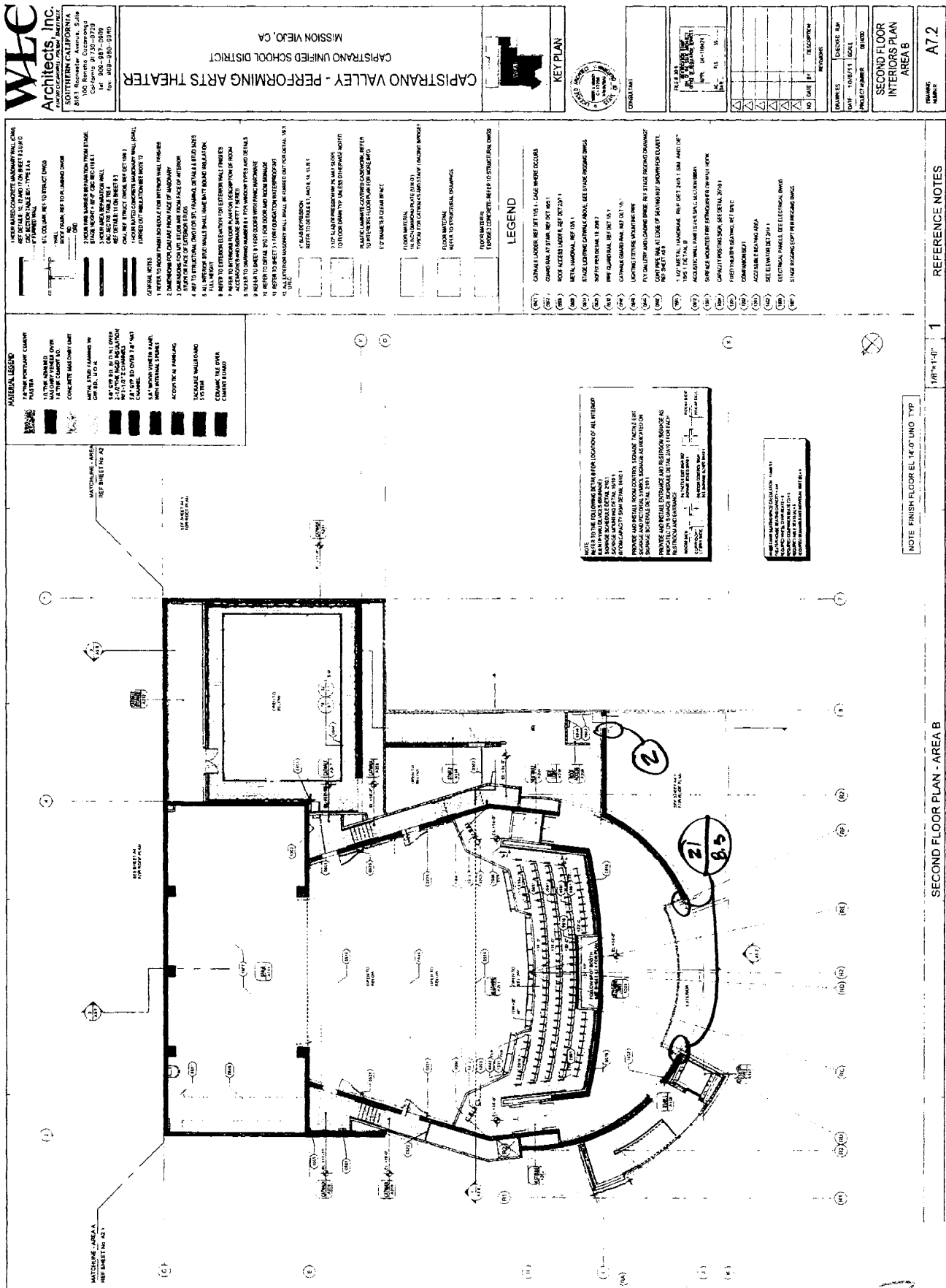
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Contractor

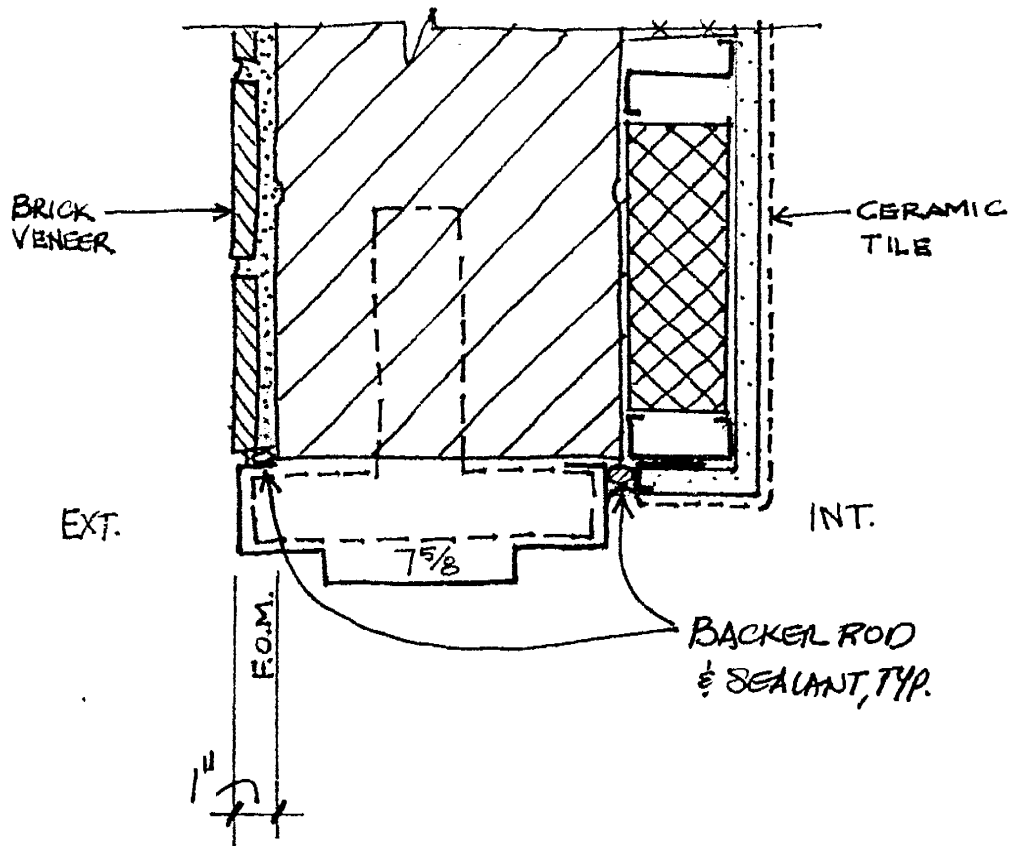
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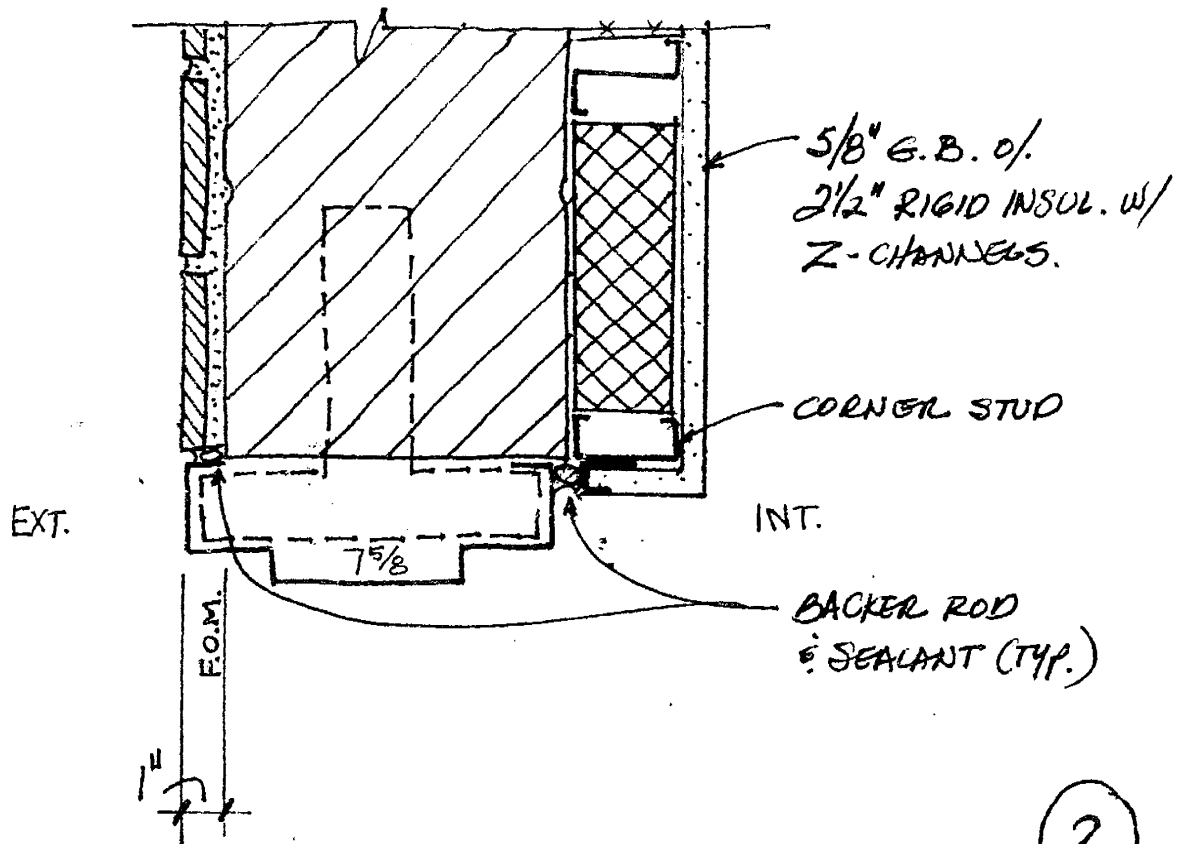
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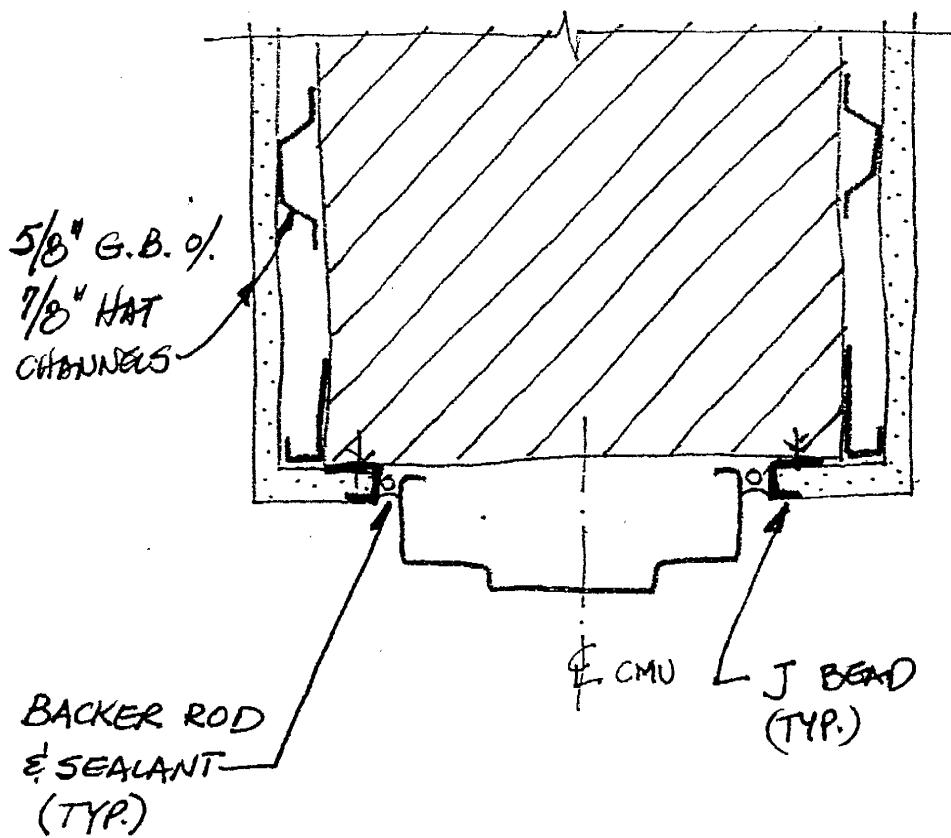




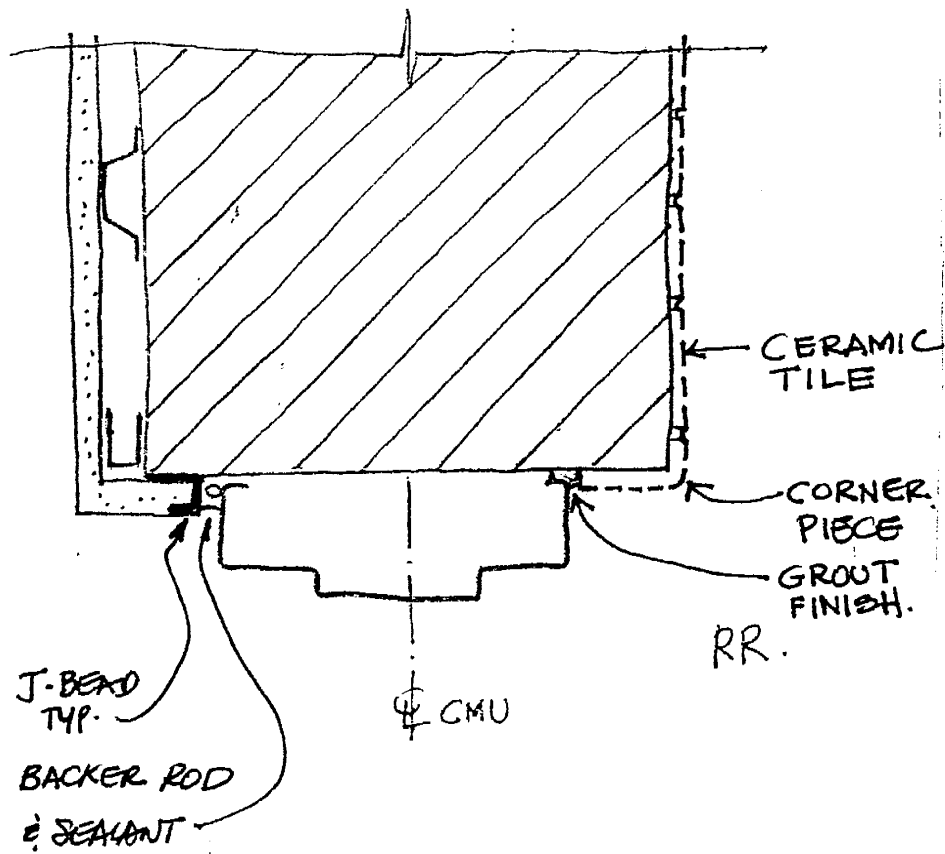




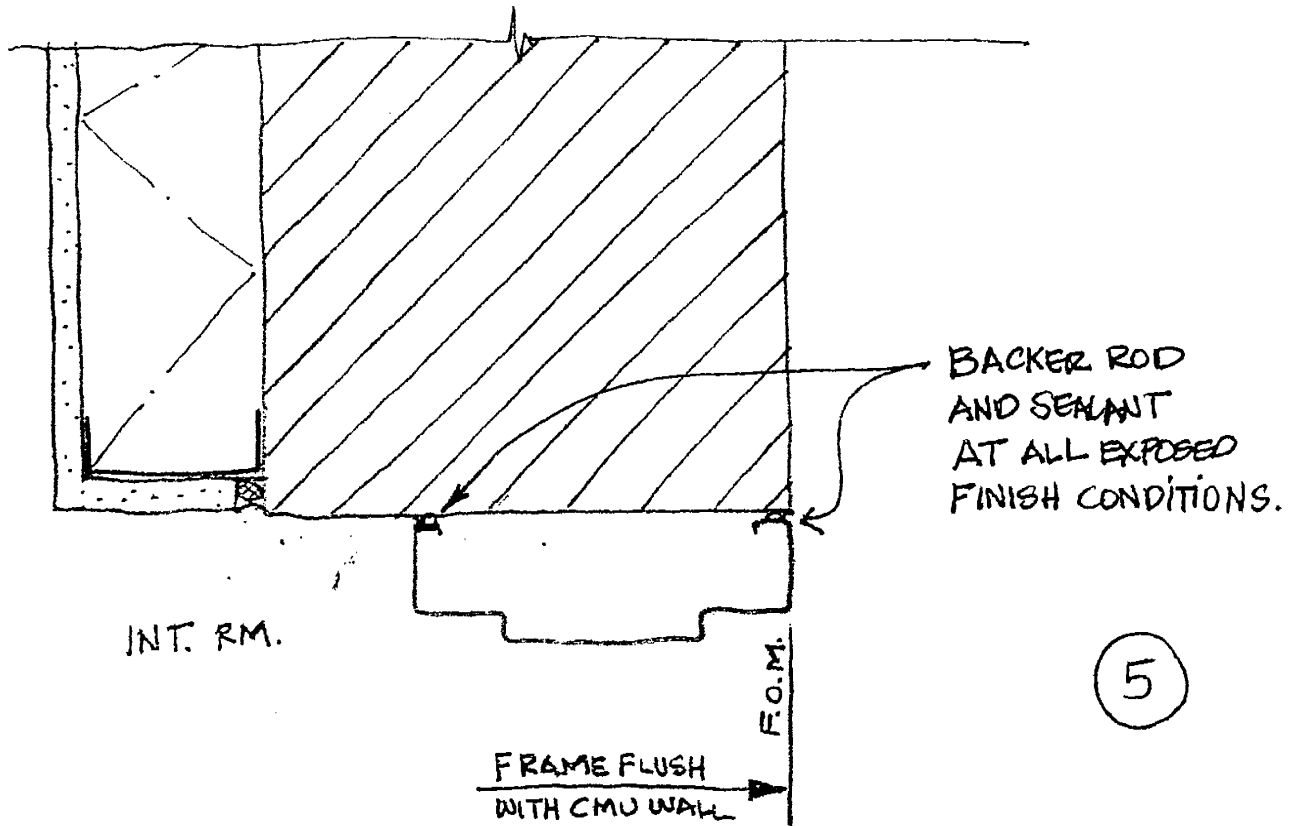
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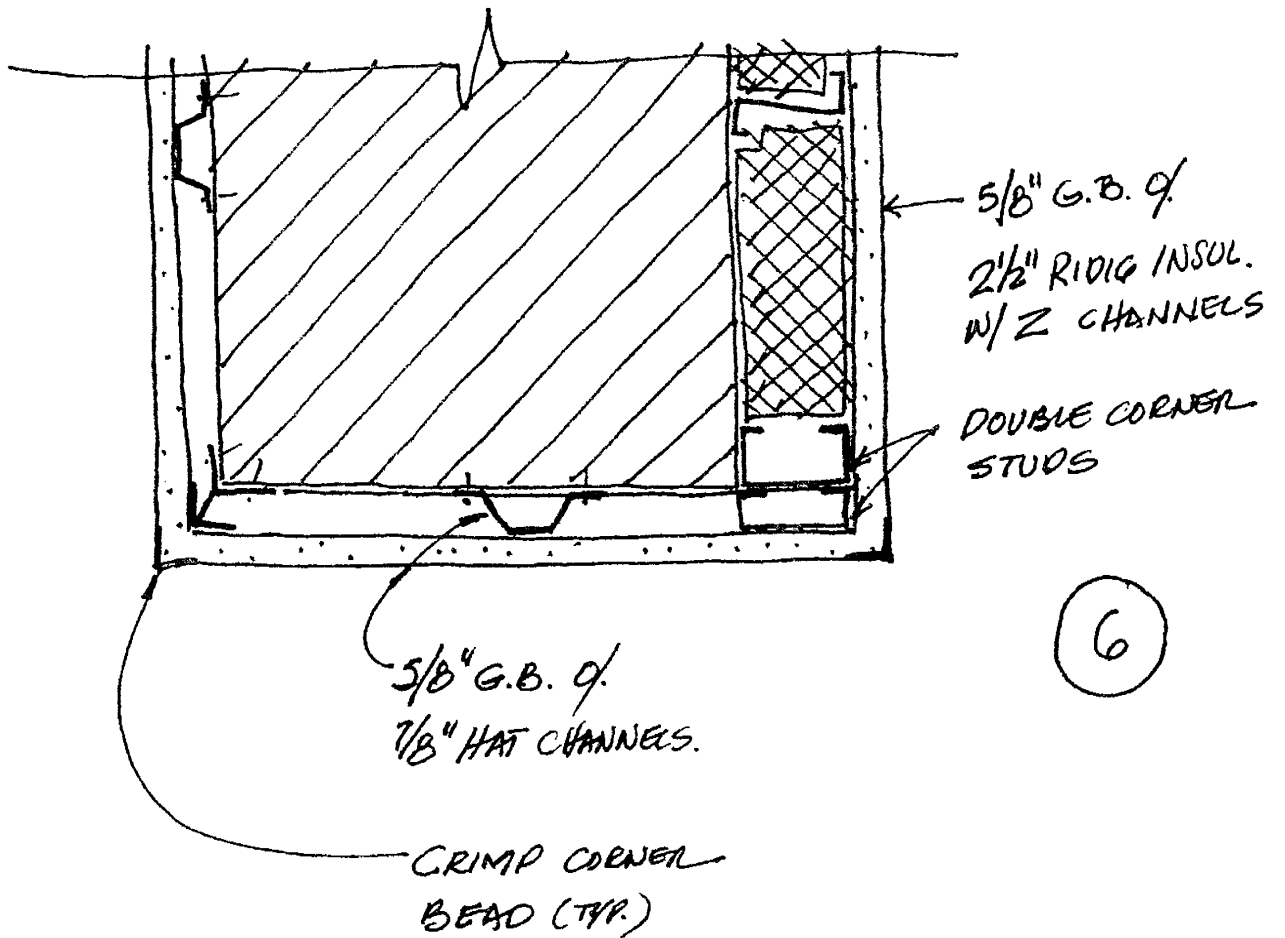
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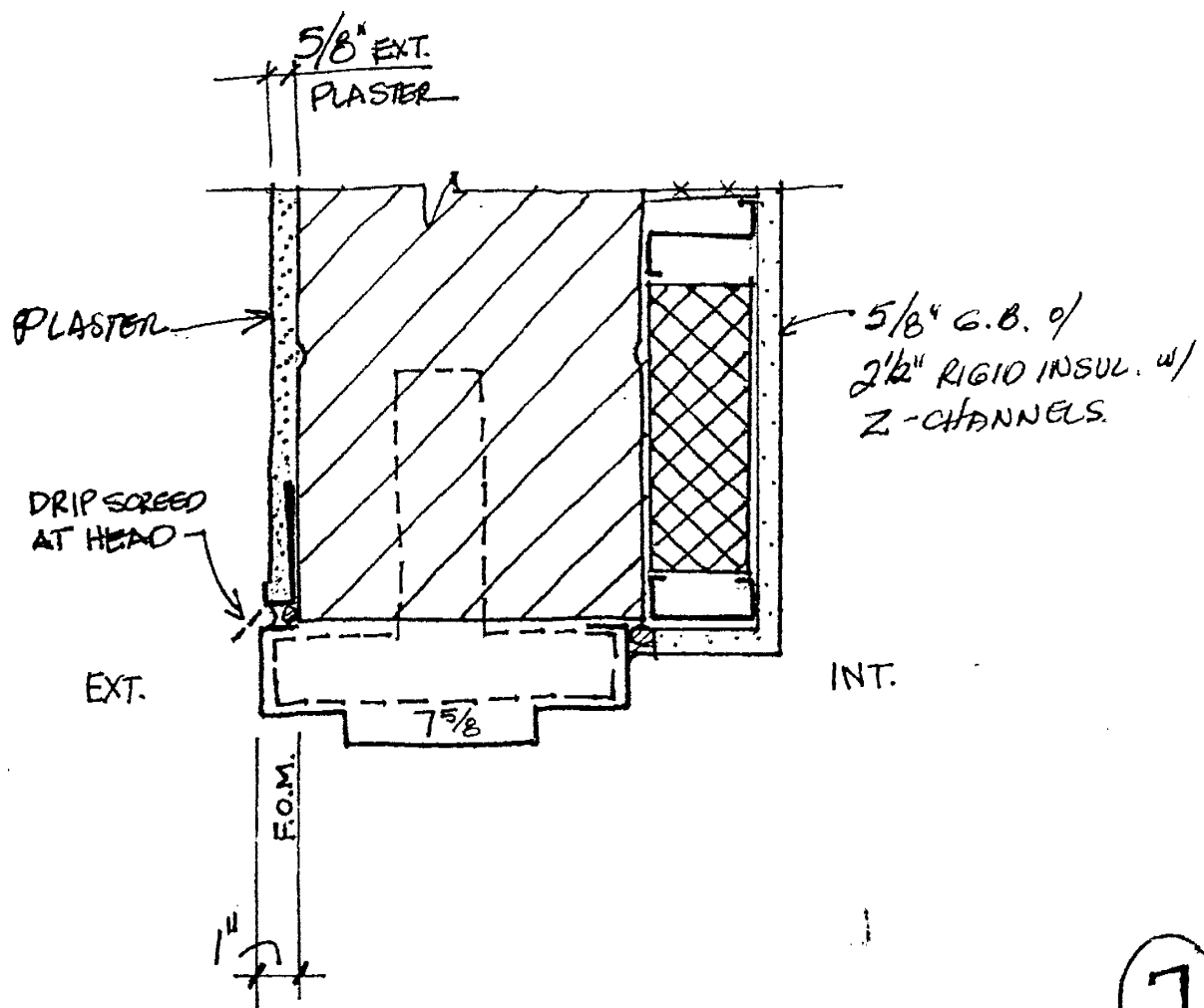






5





7

6/19/12



George M. Wiens, AIA • Robert J. Hensley, AIA • James P. DiCamillo, AIA • Glenn Ueda, AIA  
Max Medina, AIA • Kelley Needham, AIA • Kevin A. MacQuarrie, AIA

DATE: May 25, 2012

INSTRUCTION BULLETIN: 10R1

PROJECT NO.: 0814000.53

## PROJECT:

Capistrano Valley High School Performing Arts  
Theater  
Capistrano Unified School District

## TO:

Mr. Walter S. Eden  
Owner  
Edenco, Inc.  
2906 La Ventana  
San Clemente, CA 92672

## DESCRIPTION OF WORK TO BE PERFORMED:

Item 10R1.1 Reference attached Exhibit A and revised Electrical Sheets FCD14.E01, FCD14.E02, FCD14.E03, FCD14.E04, and FCD14.E05.

Justification: Required by code  
Requested by: Walter S. Eden, Edenco  
Attachments: Exhibit A  
Electrical Sheets FCD14.E01, FCD14.E02, FCD14.E03, FCD14.E04, FCD14.E05.

## ACTION TO BE TAKEN

- 1 \_\_\_\_\_ Make the described change in the work at no change in the Contract Sum and no change in the Contract Time of Completion
- 2 \_\_\_\_\_ Make the described change in the work with credit or cost for which will be determined in accordance with the General and Supplementary Conditions of the Contract
- 3 X \_\_\_\_\_ Promptly advise the Architect as to credit or cost proposed for the described change. This is not an authorization to proceed with the change.

cc Mr. Tim Holcomb  
Interim Deputy Superintendent  
Capistrano Unified School District

Architect ROBERT J. HENSLEY  
Architect, AIA  
LEED™ AP  
Chairman, Principal

## AUTHORIZATION TO PROCEED:

When approved by both parties below, you are authorized to proceed with the work outlined in \_\_\_\_\_.

The amount for this change of \_\_\_\_\_ will be (added/deducted) \_\_\_\_\_ in a forthcoming Change Order.

The contract time will be adjusted by \_\_\_\_\_ day(s) (added/deducted).

Owner

Date

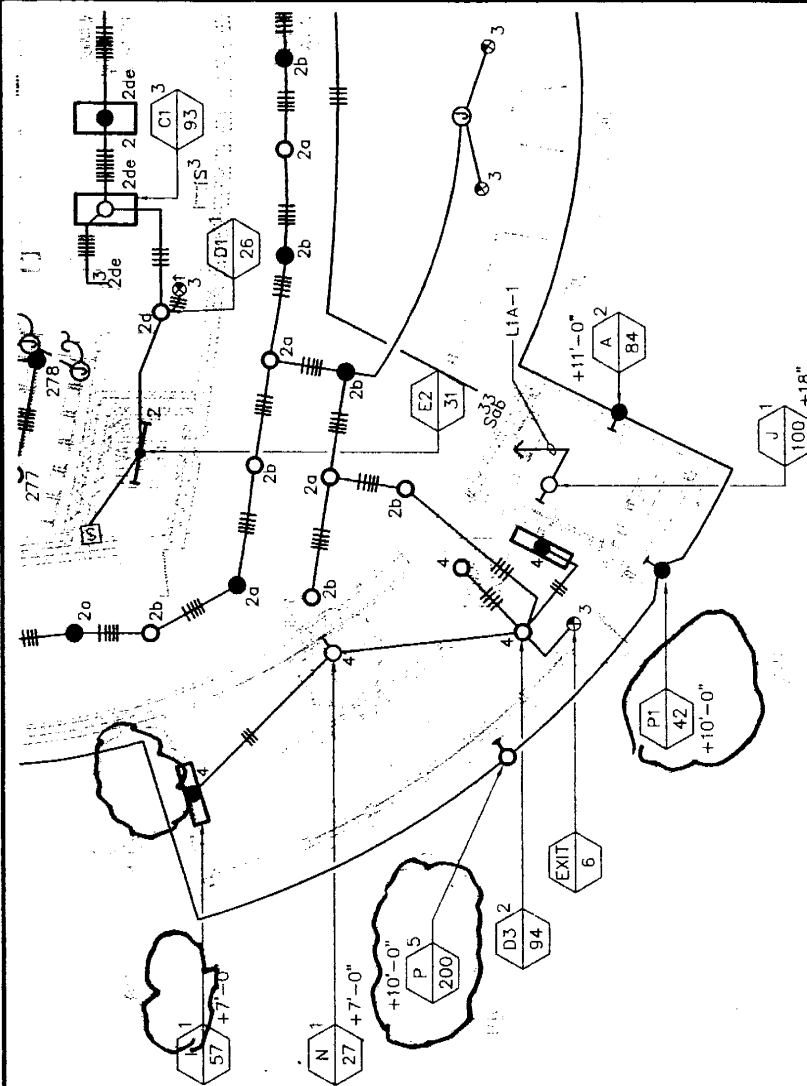
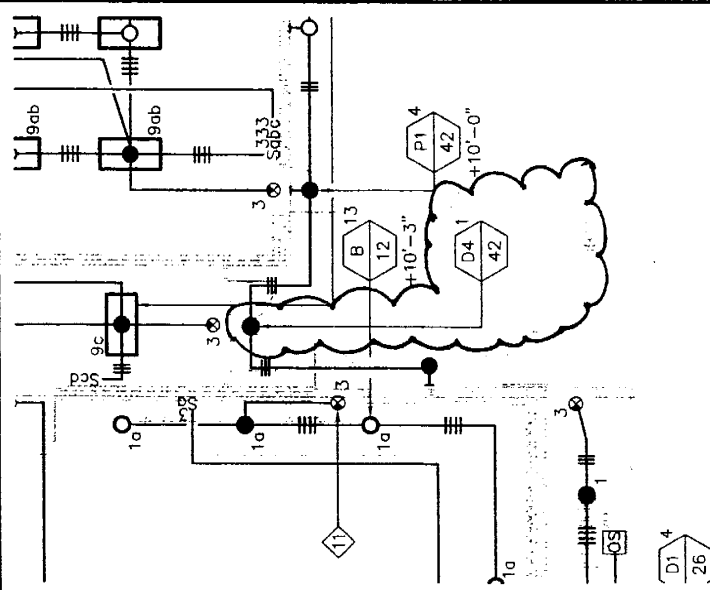
Contractor

Date

BS rg P5081400010R1-nb



FCD14.E02



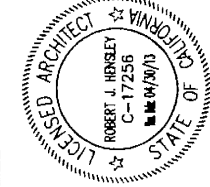
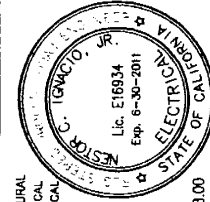
## 1ST FLOOR LIGHTING PLAN

## 1ST FLOOR LIGHTING PLAN

REFERENCE SHEET: E2.3



800 North Ferran Lane, Suite 100  
Ontario, California 91764  
Phone: 909.477.6915  
Fax: 909.477.6916  
[www.itgcorp.com](http://www.itgcorp.com) Project No. 2008.



0 DIMMING RELAY PANEL DR-3, CIRCUITS 277, 278 (FIXTURE TYPE D2) VIA INVERTER.

OT USED

3 OF 6

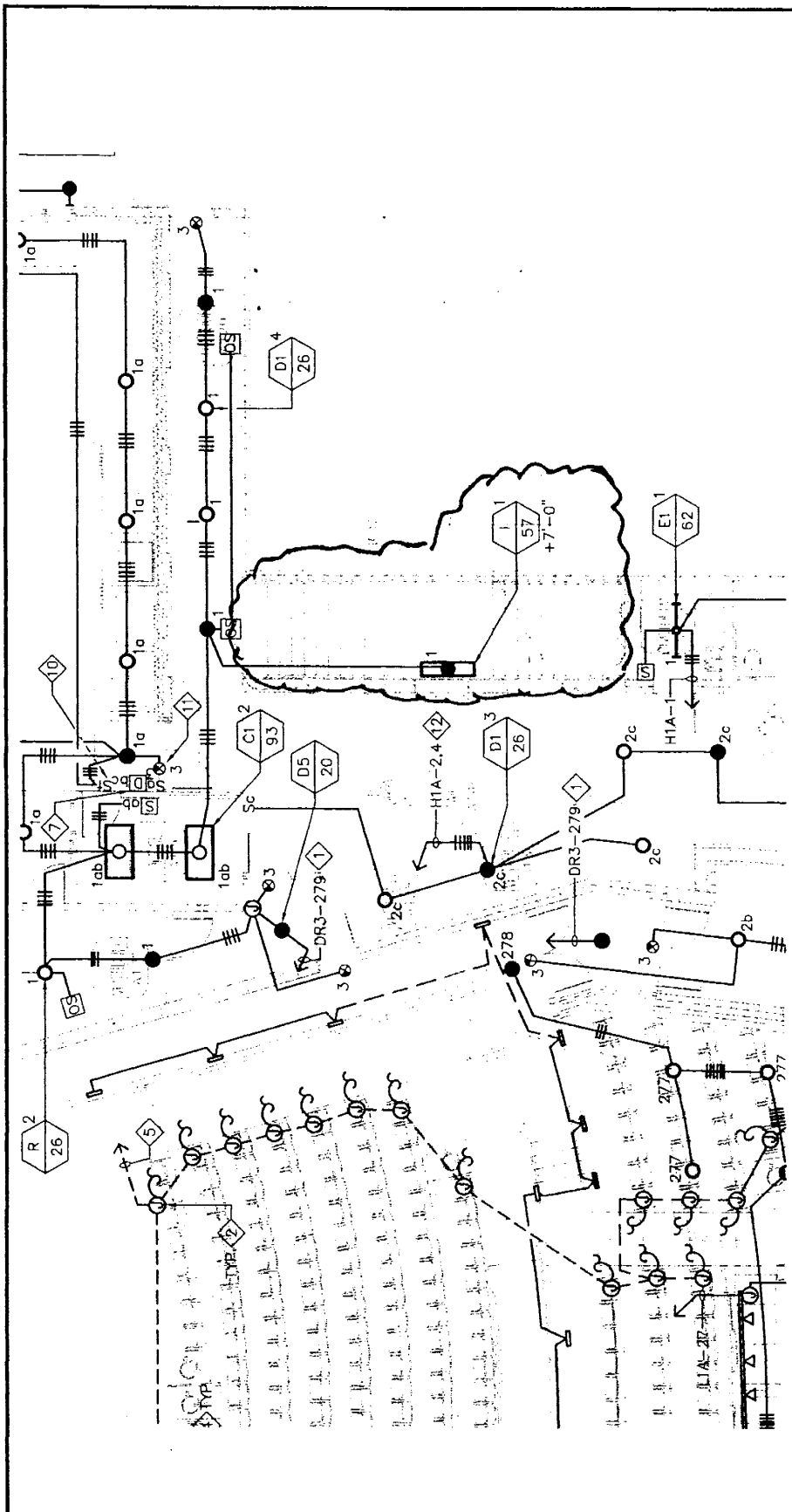
SOUTHERN CALIFORNIA  
8163 Rochester Ave.,  
Suite 100  
Rancho Cucamonga  
California 91730-0729  
tel: 909-987-0909  
fax: 909-980-9980

**WFC**  
Architects, Inc.  
ARCHITECTS AND PLANNERS

CAPISTRANO VALLEY  
PERFORMING ARTS THEATER  
MISSION VIEJO, CA

DRAWN: AS/JS  
CHECKED: JLO/JS  
DATE: 05/24/2012  
SCALE: 1/8"=1'-0"  
JOB NO.: 08140.4

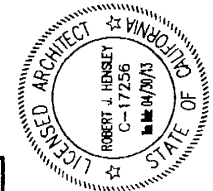
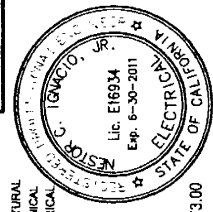
FCD14.E03



1/8"=1'-0" 1

INSTRUCTION BULLETIN 10-R1 REFERENCE SHEET: E2.3

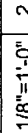
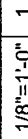
**T M A D**  
TAYLOR &  
GAINES  
800 North Ferris Lane, Suite 100  
Ontario, California 91764  
Phone: 909.477.6915  
Fax: 909.477.6916  
www.tmgcorp.com Project No. 2008-173.00



> TO DIMMING RELAY PANEL DR-3. CIRCUITS 277, 278 (FIXTURE TYPE D2) VIA INVERTER.  
> NOT USED



4 OF 6



[www.hgcorp.com](http://www.hgcorp.com) Project No. 2008.173.00



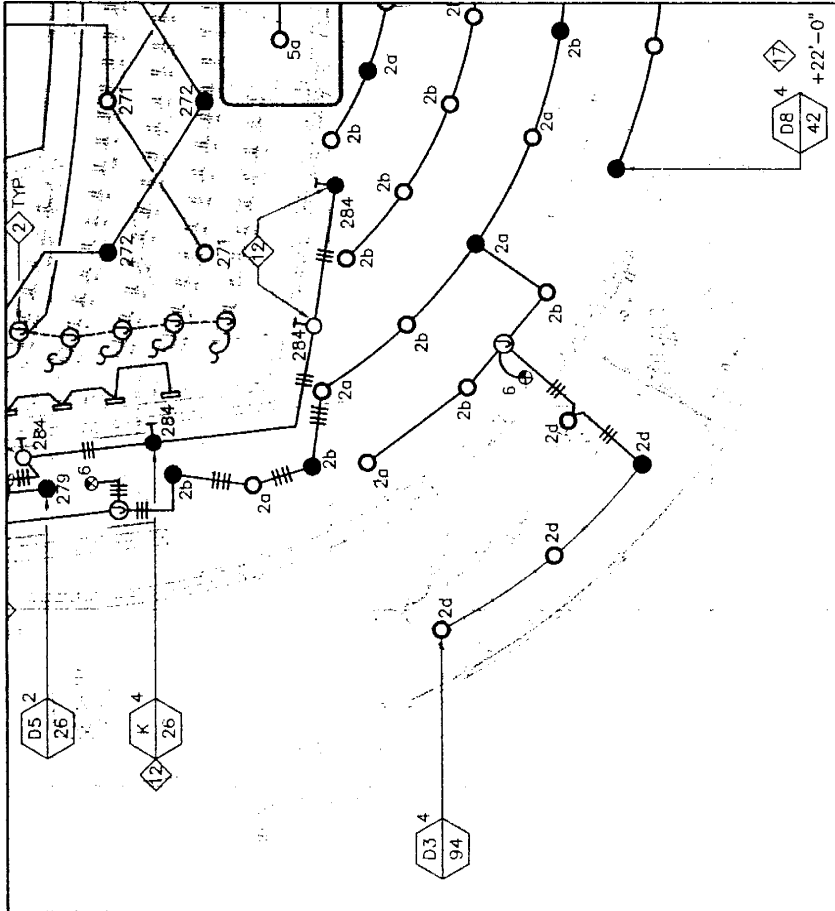
SOUTHERN  
CALIFORNIA  
8165 Rochester Ave.,  
Suite 100  
Rancho Cucamonga  
California 91730-0729  
Tel: 909-987-0808  
Fax: 909-980-9980

**WLC**  
Architects, Inc.  
A DIVISION OF WILSON JONES ARCHITECTS

CAPISTRANO VALLEY  
PERFORMING ARTS THEATER  
MISSION VIEJO, CA

DRAWN: AS/JJS  
CHECKED: M/JJS  
DATE: 05/24/2012  
SCALE: 1/8"=1'-0"  
JOB NO.: 08140.4

**FCD14.E05**

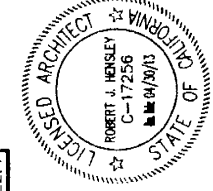
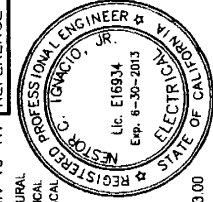


**2nd FLOOR LIGHTING PLAN**

1/8"=1'-0" 1

INSTRUCTION BULLETIN 10-R1 REFERENCE SHEET: E2.4

**T M A D**  
TAYLOR & GAINES  
REGISTERED PROFESSIONAL ENGINEER  
Lic. E16934  
Exp. 8-30-2013  
800 North Ferrari Lane, Suite 100  
Ontario, California 91764  
Phone: 909.477.6915  
Fax: 909.477.6916  
www.tfgcorp.com Project No. 2008.173.00

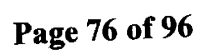


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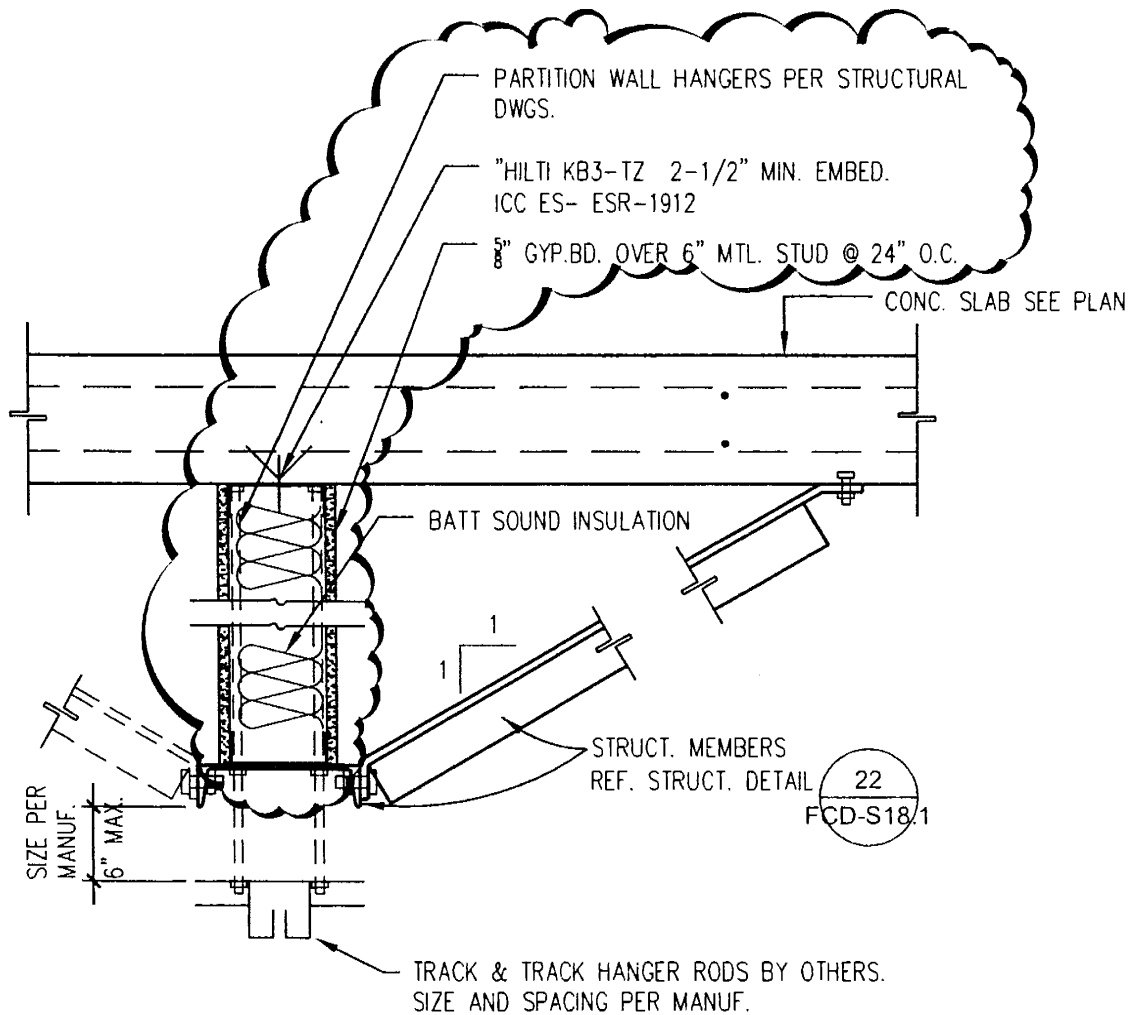
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TO DIMMER RELAY PANEL "DR-3". CIRCUITS 275, 276 (FIXTURE TYPE L) VIA INVERTER.

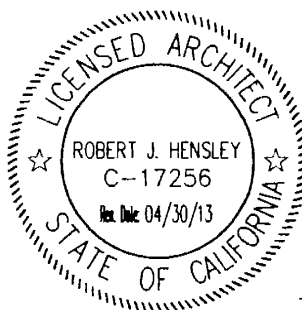
6 OF 6



6/14/12



OPERABLE PARTITION SUPPORT DETAIL



TITLE: OPERABLE PARTITION SUPPORT DETAIL

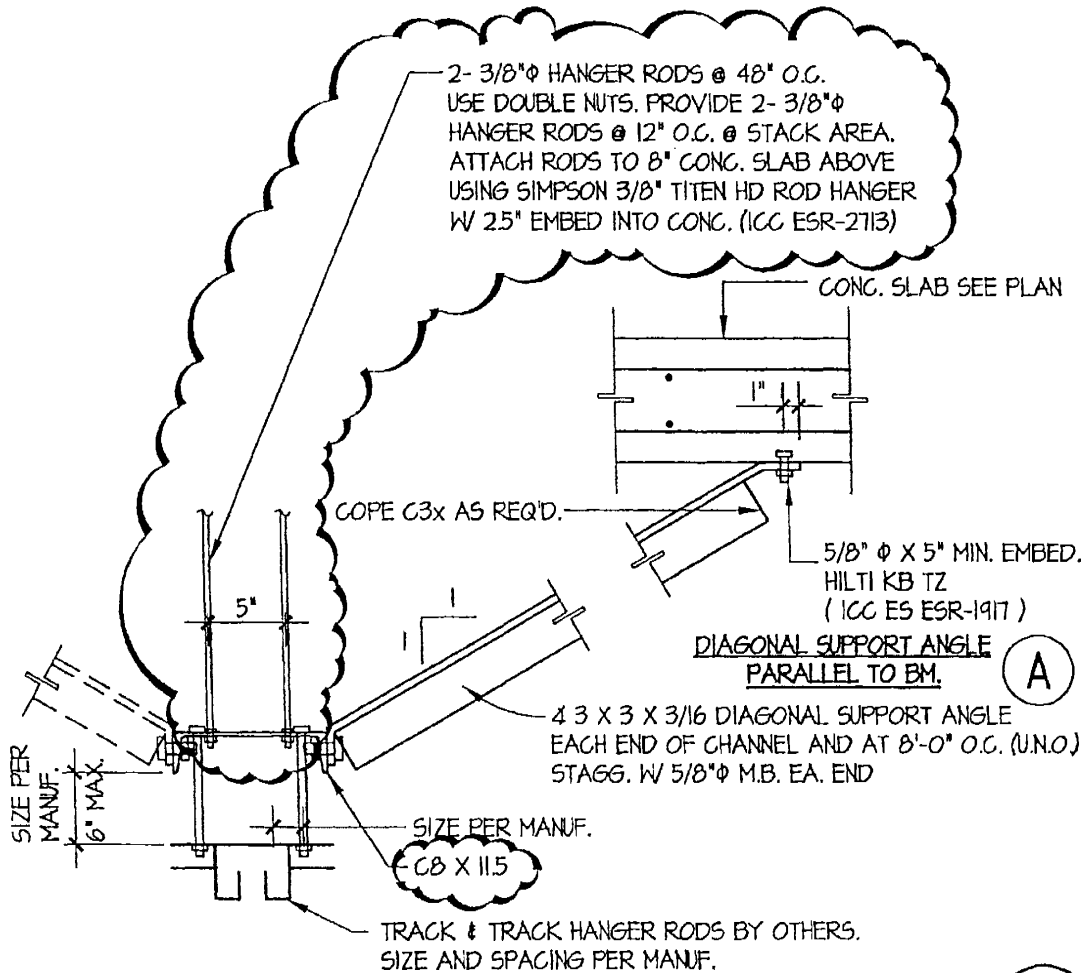
**WLC**  
Architects, Inc.  
RANCHO CUCAMONGA FOLSOM EMERYVILLE

**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

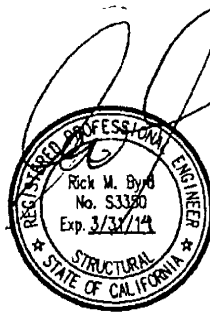
DRAWN	FA	IB # 15
CHECKED		
SCALE	1 OF 2	
JOB NO.		

REASON: OPERABLE PARTITION SUPPORT CHANNEL REVISED



## OPERABLE PARTITION SUPPORT DETAIL

**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



APPROVED			
DIVISION OF THE STATE ARCHITECT			
ACS	FLS	SSS	JK
A#04	110424	DATE	MAY 2 2012

TITLE: OPERABLE PARTITION SUPPORT DETAIL

**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	FA
CHECKED	FR
SCALE	NTS
JOB NO.	0814000

FCD # 18

2 OF 2



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. : 00043  
Date: 6/19/2012

**Title:** Bulletin #6 Revised Roof Framing

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 identified herein.

**Description of Proposal:**

During the District's ongoing efforts to review and coordinate the construction documents it was discovered that the roof framing required an increase in height in the A118 Production Digital Room, revised H.V.A.C. duct sizes, and revised classroom ceilings and soffits because the contract drawings did not allow the appropriate height between bottom of steel and ceiling height. Therefore, the Architect of Record issued Bulletin #6 dated 1/30/12 which raised roof framing, revised HVAC duct work, modified perimeter soffits and deleted Window Types A1 and B1., (Refer to Attachment "A" dated 6/19/12). As such, the District determined the additional costs associated with these changes and negotiated with the Contractor the full and final total in the amount noted below.

Item	Description	Amount
00001		\$22,894.00

**Proposal Details:**

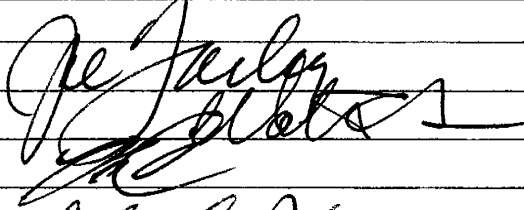
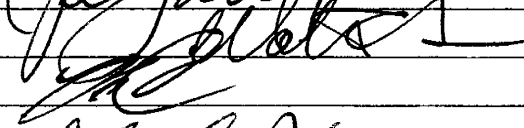



It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the 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 **\$22,894.00** ☐ 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		6/21/12
Owner's Representative		6/20/12
Contractor		6/20/12
Architect of Record		6/20/12
Inspector of Record		6/20/12

**Capistrano Valley Performing Arts Theater BID # 1011-11**

**W.O. # 043**

**Bulletin 6 Changes**

DATA DATE: 6/19/2012

Refer to Attachment "A" Dated 6/19/12

**Add**

ITEM NO.	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Provide Labor and Material to infill the the windows, that were deleted in Bulletin #6,with 8" x 8" x 16" C.M.U. Labor: 2men x 8 hours x 2 days x \$60/hr. = \$1920 Material: 8" x 8" x 16"C.M.U. block x 105 pieces x 4.00 ea. = \$420 Grout:3 yards x \$125/ea. = \$375 Rebar, Scaffolding, Mixer, = \$400 Lump Sum Price				\$ 3,115.00
2	Provide Labor and Material to add brick veneer to the areas that windows and sheet metal were deleted in Bulletin #6. 350s.f x \$19/s.f = \$6650				\$ 6,650.00
3	Provide Labor and Material to install rigid insulation at infill of the deleted window as noted in Bulletin #6 \$600 = Lump Sum Price				\$ 600.00
4	Provide Labor and Material to install revised soffits as noted in Bulletin #6. Added 4ft ceiling x 116/l.f. x 12.50/s.f. = \$5800 Added Vertical Bulkhead 10ft.x 39/l.f. x 14.50/s.f. = \$5655				\$ 11,455.00
5	Provide Labor and Material cost for revisions to the H.V.A.C. ductwork per Bulletin #6. Add for Bulletin #6 HVAC work = \$3,600 Credit for Contract HVAC work = (\$1,900 )				\$ 1,700.00
	Grand Total Add = \$1,700				

Subtotal Add	\$ 23,520.00
10% Fee	\$ 2,352.00
Subtotal	\$ 25,872.00
5% GC/Ins. Fee	\$ 1,293.60
Net Add	\$ 27,165.60

**Credit**

ITEM NO.	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Credit for deletion sheet metal below the 2 A1 and 2 B1 Windows per Bulletin #6 Labor: 2 men x 8hrs x 2 days x \$60hr = \$1920 Material: \$580		\$ 580.00	\$ 1,920.00	\$ 2,500.00
2	Credit for deletion of A1 and B1 Windows including glass and Hollow Metal Frames. \$872 = Lump Sum Price (includes Labor and Material)				\$ 872.00
3	Credit for Acoustical Ceiling Deleted in the Choral and Band Room per Bulletin #6 Acoustical Ceiling 225s.f x \$4/s.f. = \$900 (includes Labor and Material)				\$ 900.00

Subtotal Credit \$ (4,272.00)

Net Add \$ 27,165.60  
Net Credit \$ (4,272.00)

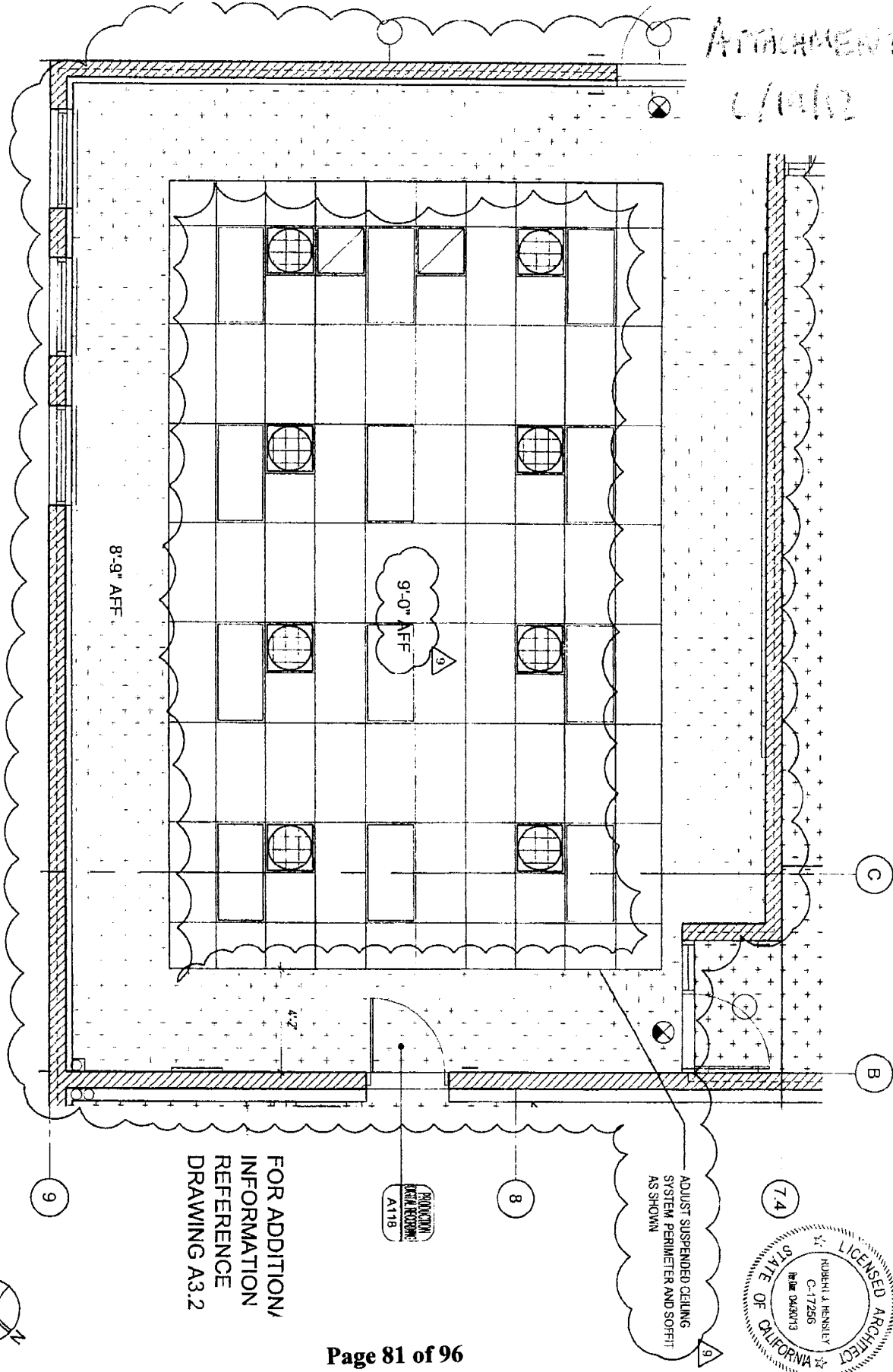
**FULL AND FINAL TOTAL\* \$ 22,894**

\*Rounded to nearest dollar

ATTACHMENT "A"

6/10/12

PARTIAL REFLECTED CEILING PLAN AREA B



FOR ADDITION/  
INFORMATION  
REFERENCE  
DRAWING A3.2

FCD9-A

DRAWN:	WLC
CHECKED:	WLC
DATE:	1/30/12
SCALE:	1/4"=1'-0"

CAPISTRANO VALLEY  
PERFORMING ARTS THEATER  
MISSION VIEJO, CA

**WLC**  
Architects, Inc.  
RAVONTO CULMINADA - PUEBLO - SUNDAYVILLE

816.  
Rar  
Califo  
tel:

10/10

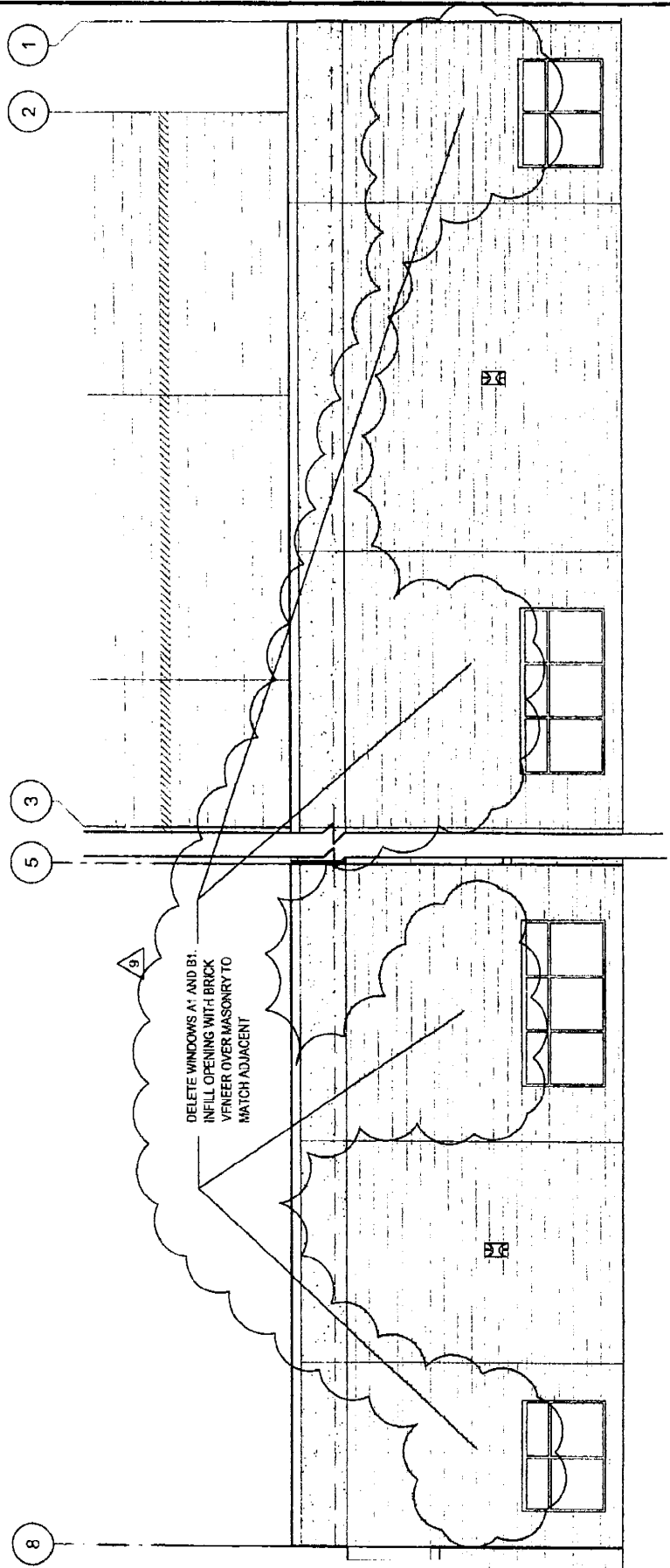
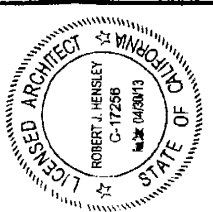
SOUTHERN  
CALIFORNIA  
8163 Rochester Ave.  
Suite 100  
Rancho Cucamonga  
California 91730-0729  
tel: 909 987-0909

**WLC**  
Architects, Inc.  
ARCHITECTS

CAPISTRANO VALLEY  
PERFORMING ARTS THEATER  
MISSION VIEJO, CA

DRAWN:	WLC
CHECKED:	WLC
DATE:	1/23/12
SCALE:	1/8"=1'-0"

FCD9-A2



FOR ADDITIONAL INFORMATION  
REFERENCE DRAWING A5.2

PARTIAL NORTH ELEVATION

2 OF 153



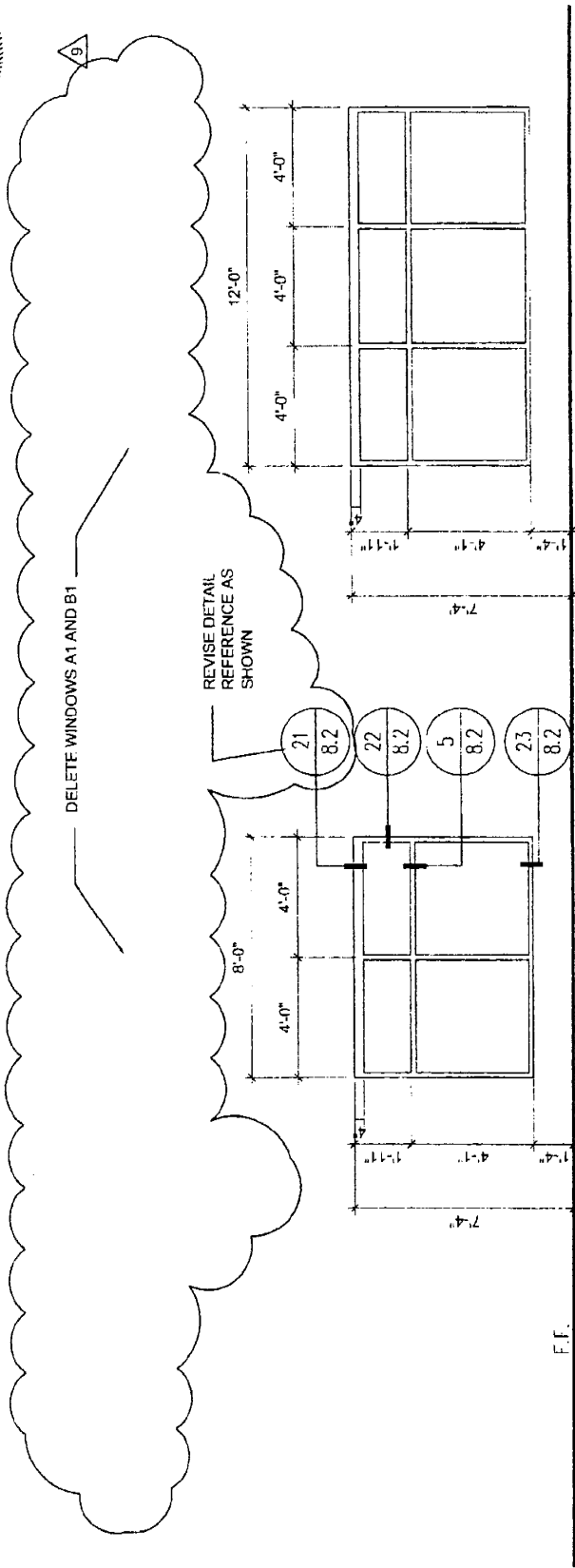
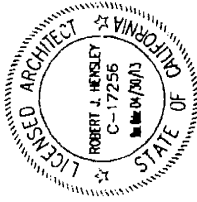
SOUTHERN CALIFORNIA  
853 Rochester Ave.  
Suite 100  
Pancho Cuyamorgo  
California 91733-0729  
Tel: 909-987-0909  
Fax: 909-980-9980



CAPISTRANO VALLEY  
PERFORMING ARTS THEATER  
MISSION VIEJO, CA

DRAWN: WLC  
CHECKED: WLC  
DATE: 1/23/12  
SCALE: 1/8"=1'-0"  
JOB NO.: 08140.53

FCD9-A3



WINDOW TYPE B  
FOR DETAILS  
REFER TO WINDOW TYPE A

WINDOW TYPE A

# PARTIAL WINDOW TYPES

FOR ADDITIONAL INFORMATION  
REFERENCE DRAWING 8.4

3 OF 10

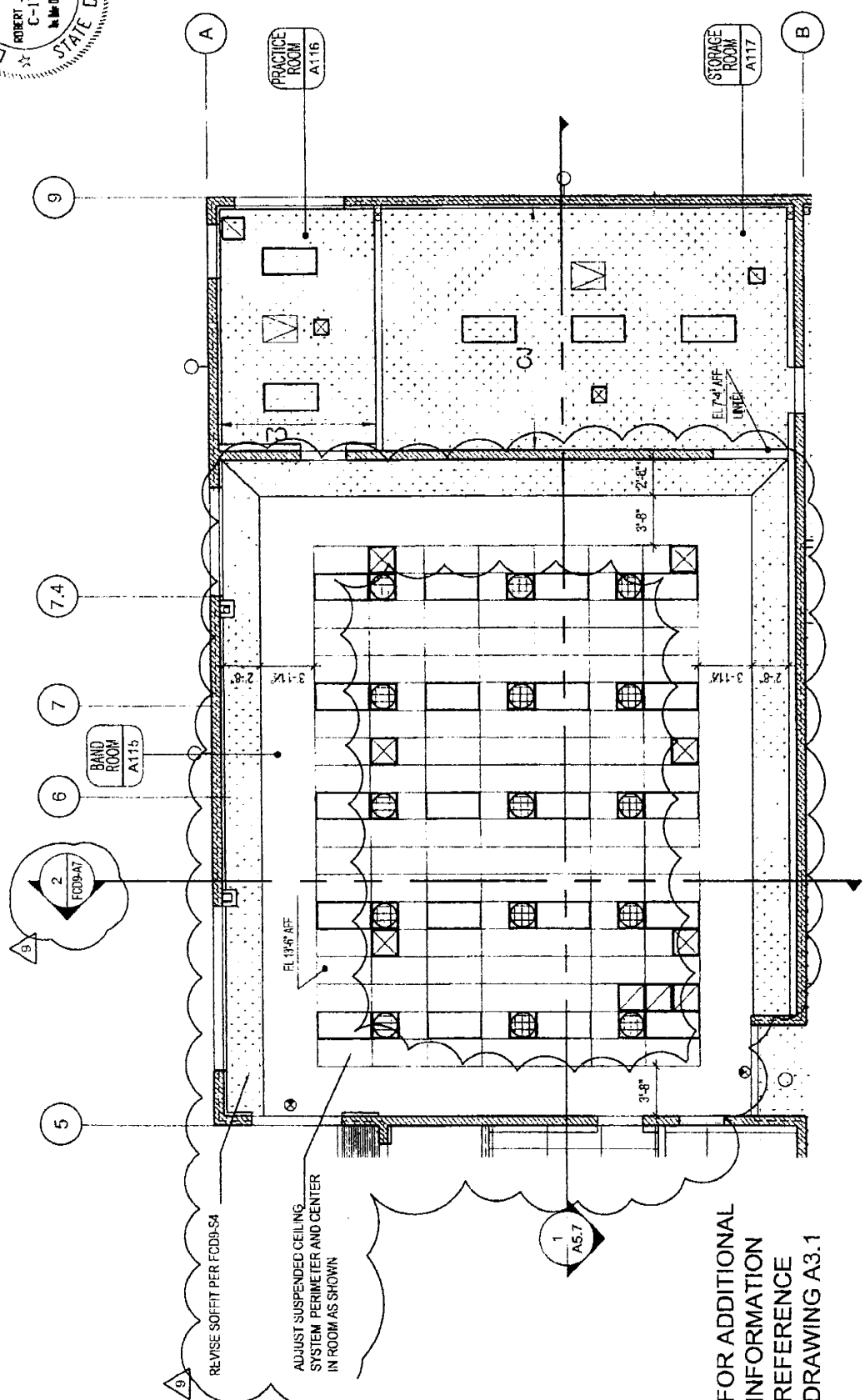
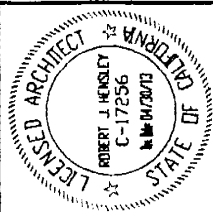
SOUTHERN  
CALIFORNIA  
8163 Rochester Ave.,  
Suite 100  
Rancho Cucamonga  
California 91730-0729  
Tel: 909-987-0909

**WLC**  
Architects, Inc.  
A PROFESSIONAL ARCHITECT FIRM

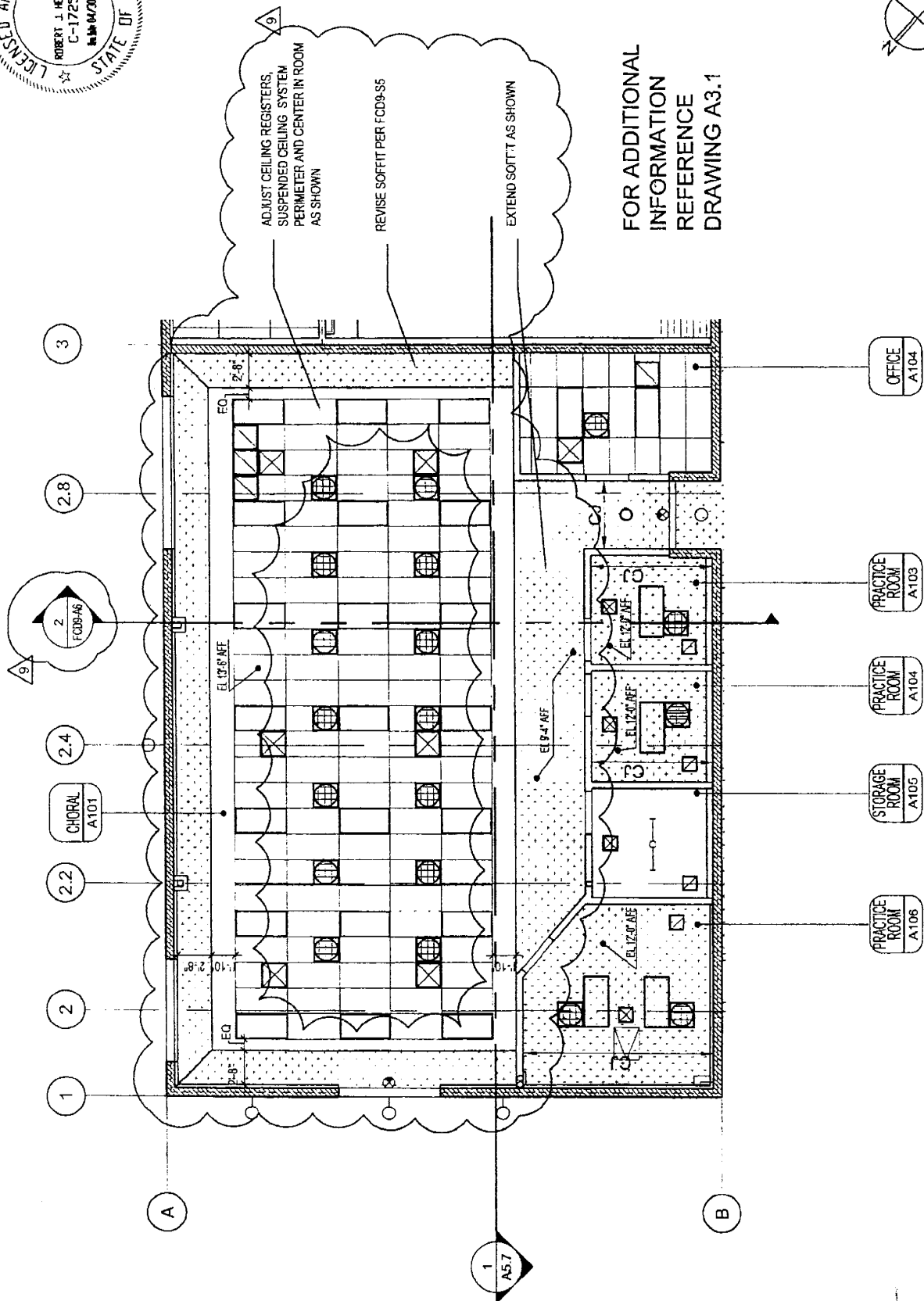
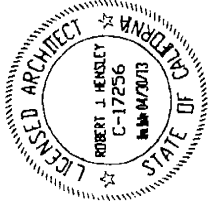
CAPISTRANO VALLEY  
PERFORMING ARTS THEATER  
MISSION VIEJO, CA

DRAWN: WLC
CHECKED: WLC
DATE: 1/30/12
SCALE: 1/8"=1'-0"

FCD9-A



PARTIAL REFLECTED CEILING PLAN AREA A



## PARTIAL REFLECTED CEILING PLAN AREA A

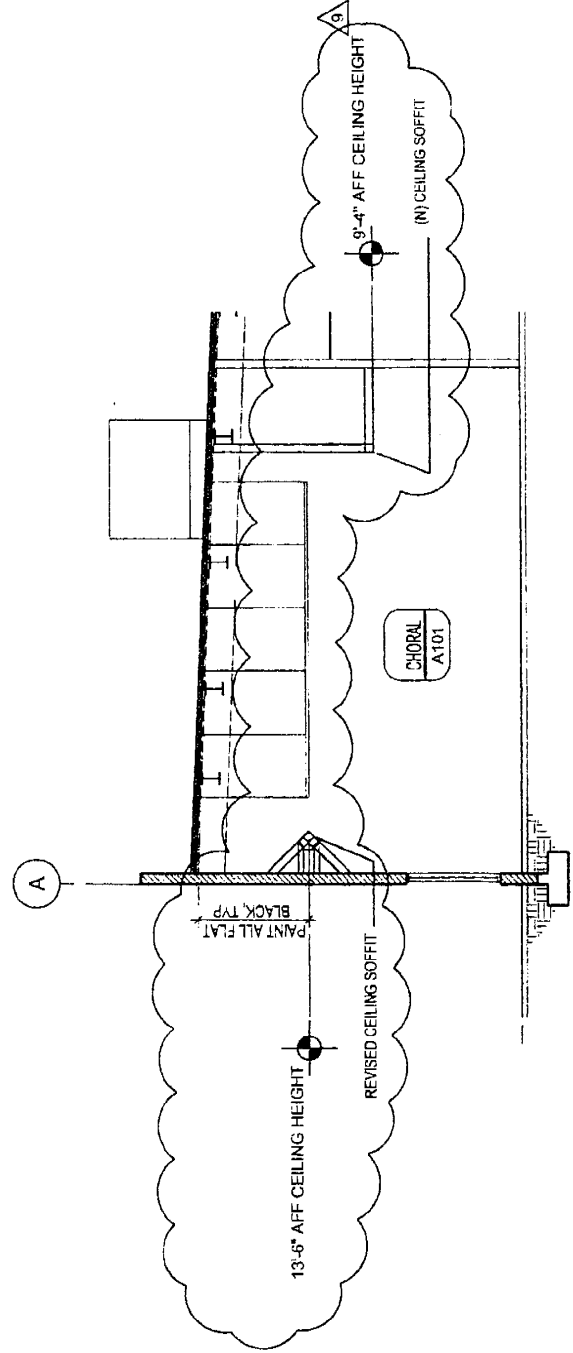
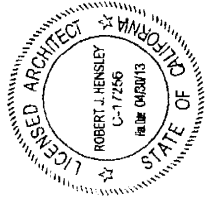
SOUTHERN  
CALIFORNIA  
8165 Rochester Ave.  
Suite 100  
Rancho Cucamonga  
California 91730-0729  
Tel: 909-987-0909  
Fax: 909-980-9980

**WLC**  
Architects, Inc.

CAPISTRANO VALLEY  
PERFORMING ARTS THEATER  
MISSION VIEJO, CA

DRAWN: WLC	CHECKED: WLC	DATE: 1/30/12	SCALE: 1/8"=1'-0"	JOB NO.: 08140.53
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**FCD9-A6**



FOR ADDITIONAL INFORMATION  
REFERENCE DRAWING A5.7

**PARTIAL SECTION 2**

6 OF 10

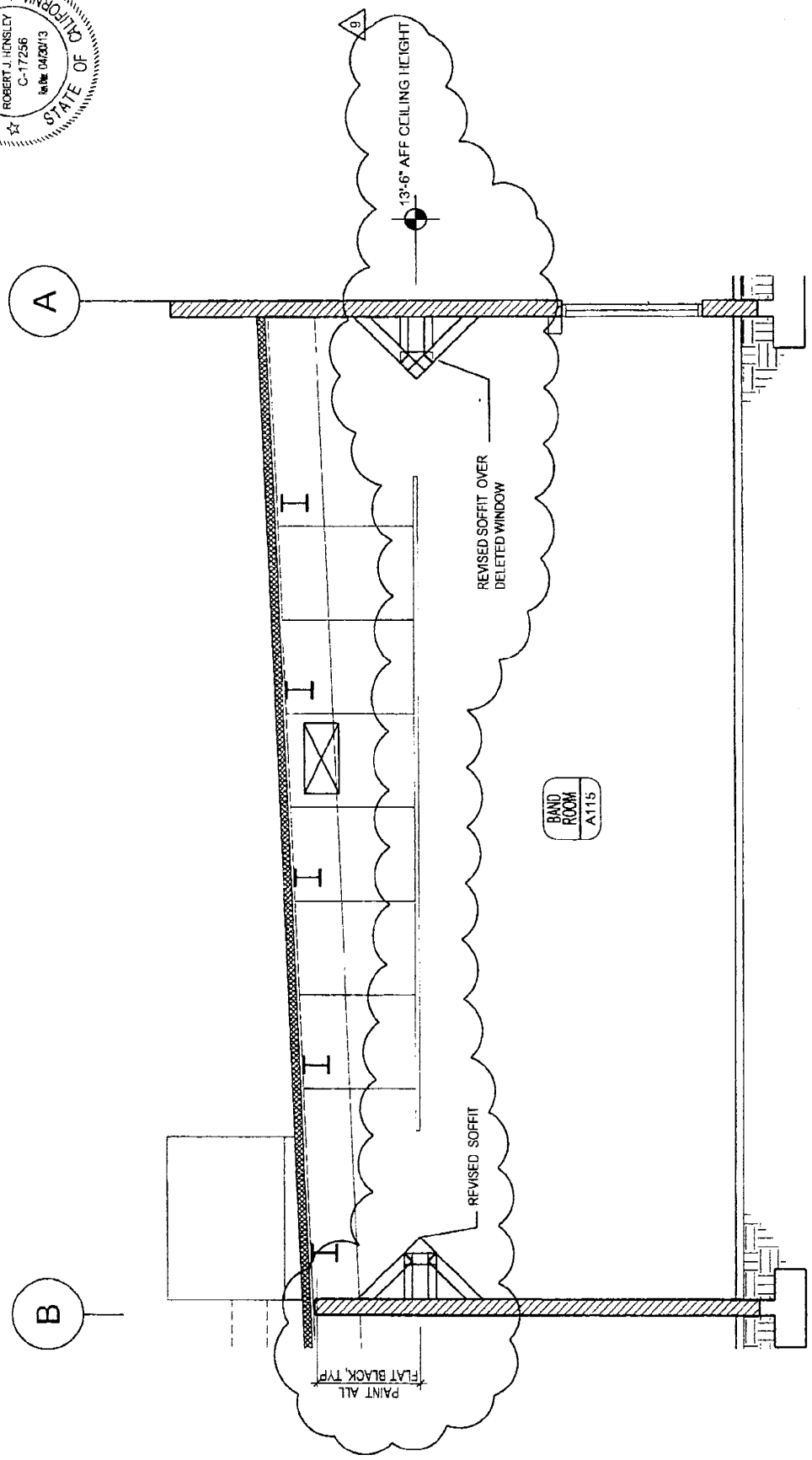
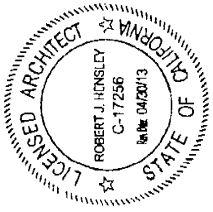
SOUTHERN  
CALIFORNIA  
8163 Rochester Ave.,  
Suite 100  
Rancho Cucamonga  
California 91730-0729

**WLC**  
Architects, Inc.

CAPISTRANO VALLEY  
PERFORMING ARTS THEATER  
MISSION VIE 10 CA

DRAWN:	WLC
CHECKED:	WLC
DATE:	1/30/12
SCALE:	1/8"=1'-0"

**FCD9-F**

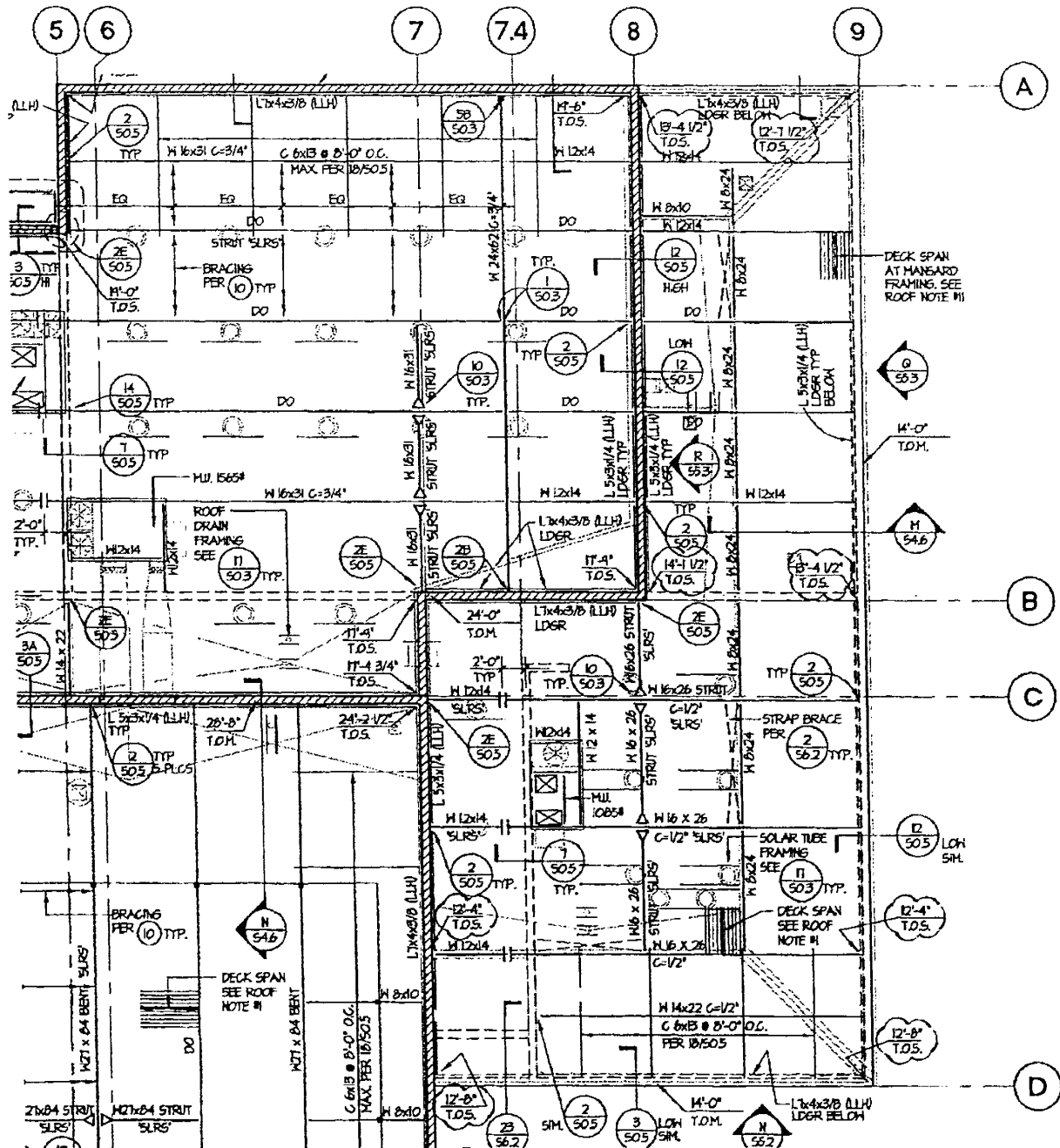


FOR ADDITIONAL INFORMATION  
REFERENCE DRAWING A5.6

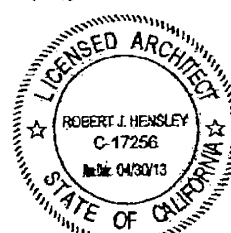
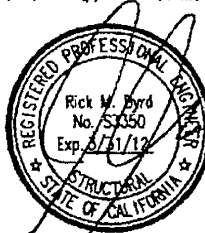
**PARTIAL SECTION 2**

7 OF 10

REASON: T.O.S. HEIGHTS REVISED FOR CEILING CLEARANCES.



**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



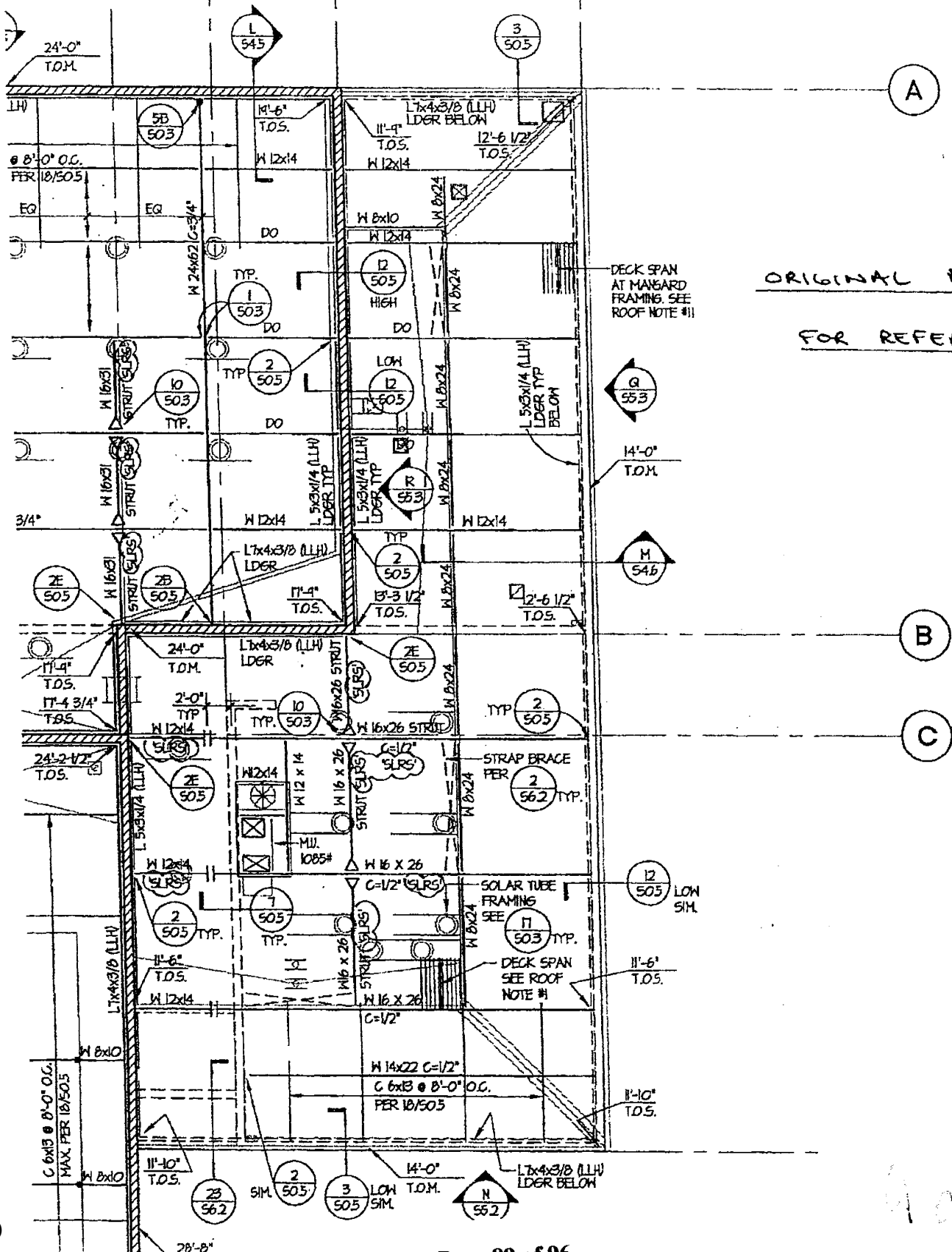
**WLC**  
 Architects, Inc.  
 RANCHO CUCAMONGA - FOLSOM - EVANSTON

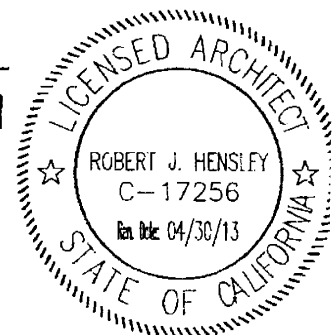
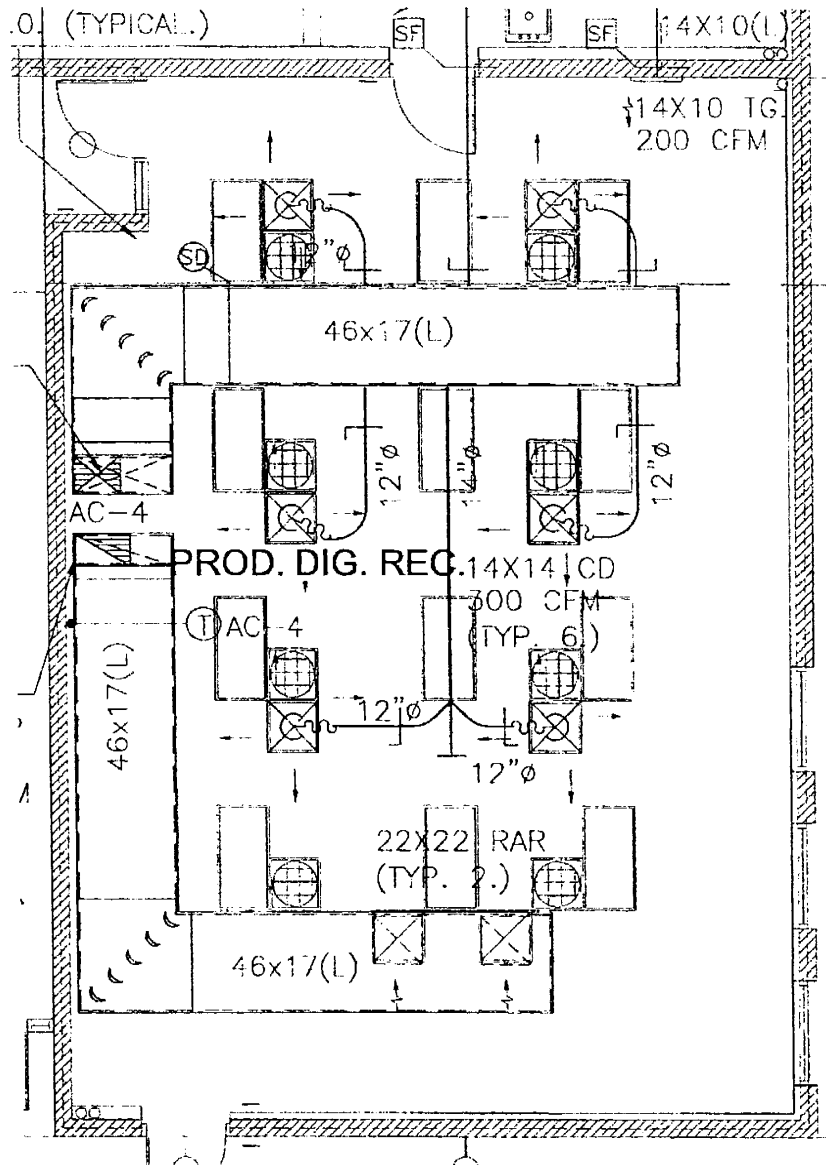
**SOUTHERN CALIFORNIA**  
 8163 Rochester Ave., Suite 100  
 Rancho Cucamonga California 91730-0729  
 tel: 909-987-0909  
 fax: 909-980-9980

**CAPISTRANO VALLEY PERFORMING ARTS THEATER**  
**MISSION VIEJO, CA**  
 APPL. NO. 04-110424

DRAWN	F.S.	FCD # 9
CHECKED	F.R.	<b>FCD-S9.1</b>
SCALE 1/8"=1'-0"		
JOB NO. 081400		

8 OF 10





**WLC**  
Architects, Inc.  
RANCHO CUCAMONGA · FOLSOM · EMERYVILLE

**SOUTHERN CALIFORNIA**  
8163 Rochester Ave.,  
Suite 100  
Rancho Cucamonga  
California 91730-0729  
tel: 909-987-0909

**CAPISTRANO VALLEY  
PERFORMING ARTS THEATER  
MISSION VIEJO, CA**

DRAWN	RM
CHECKED	
DATE	01/24
SCALE	1/8" =
JOB NO.	08140.

10 of 10  
161





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. : 00044  
Date: 6/19/2012

Title: Recovery of AOR Costs

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 identified herein.

### Description of Proposal:

Due to Prime Steel's (Edge's subcontractor) excessive construction related errors, which have resulted in numerous Requests for Information (RFI) and subsequent additional design time for the Architect of Record and the Structural Engineer of Record to issue Field Change Directives and the related review and approval process by the Division of State Architect (DSA). The District has elected to recover additional and excessive Architect of Record design costs in accordance with General Condition Article 34. Please refer to Attachment "A" dated 6/19/12 which outlines the total deduction of \$11,647 required by the Architect and their consultant for their extra work to provide solutions for Prime Steel's excessive construction related errors.

Item	Description	Amount
00001		(\$11,647.00)

### 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 **(\$11,647.00)** ☐ 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		6/21/12
Owner's Representative		6/20/12
Contractor		6/20/12
Architect of Record		6/20/12
Inspector of Record		6/20/12



George M. Wiens, AIA • Robert J. Hensley, AIA • James P. DiCamillo, AIA • Glenn Ueda, AIA  
Max Medina, AIA • Kelley Needham, AIA • Kevin A. MacQuarrie • Mark Graham, AIA  
Bill Louie, AIA • Leopold Ray-Lynch, AIA

Attachment "A"

6/19/2012

June 19, 2012

Mr. Clark D. Hampton  
Deputy Superintendent  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675-4859

Re: Capistrano Valley High School Performing Arts Theater  
Capistrano Unified School District  
Project 0814000.50  
DSA 04-110424

Dear Mr. Hampton:

WLC Architects is currently providing construction administrative services for the Capistrano Valley High School – Performing Arts Theater. Within our standard scope of services, we regularly review Requests for Information (RFIs) and prepare Construction Field Directives (FCDs). However, the number of changes and corrections that are currently being prepared for the benefit of Prime Steel Contractors due to fabrication or installation errors has become excessive. Based on this high number of revisions that we are now required to make to the plans, and the related State review and approval process, we are requesting additional compensation per our contract agreement Article 17 – Basis of Compensation. The attached Exhibit "A" outlines the scope of the corrective work and our total compensation of \$11,546.60. We are also estimating a reimbursable cost of approximately \$100.00. These expenses will be invoiced as a reimbursable cost at the time materials are printed and/or mailed to DSA and the District. Also attached are the fee proposal letter from R.M. Byrd and Associates, and their spreadsheet showing construction errors.

Upon your signed approval of this proposal we will proceed with the required scope of work. Please do not hesitate to contact me should you have any questions.

Sincerely,

ROBERT J. HENSLEY  
Architect, AIA  
LEED™ AP  
Chairman, Principal

---

CLARK D. HAMPTON  
Deputy Superintendent  
Capistrano Unified School District

RJH:br/P5081400037-ltr

Attachment: Exhibit A  
Letter from R.M. Byrd dated June 15, 2012  
R.M. Byrd Spreadsheet

cc: Walter S. Eden, Owner, Edenco, Inc.  
John Karlsson, Project Assistant, Knowland Construction Services, LLC

**Exhibit "A"**  
**Capistrano Valley High School - Performing Arts Theater**  
**Architectural & Engineering Design Services**  
 FCD's T&M for Prime Steel Corrections

**Fee Matrix**

Firm: WLC Architects, Inc.  
 Date: 9/10/12

Discipline	Sub-Consultants	Total Hours	Hourly Rate	RFI Review No. 205	RFI Review No. 207	RFI Review No. 215	RFI Review No. 216	RFI Review No. 218	RFI Review No. 219	FCD NO. 22 Prep. & DSA Approval	FCD NO. 28 Prep. & DSA Approval	FCD NO. 29 Prep. & DSA Approval	FCD NO. 30 Prep. & DSA Approval	Totals:
Architectural	WLC Architects, Inc.													
	Principal Architect	4	\$ 210.00							4.0	1.0	2.0	1.0	\$ 840.00
	Project Architect	15	\$ 145.00		1.5	1.5	1.5	1.5	1.5	2.0	2.0	2.0	2.0	\$ 2,175.00
Structural	Technical Support	11	\$ 75.00											
	R. Byrd & Associates													
	Principal Engineer	26	\$ 195.00	2.6	2.6	4.0	4.0	4.0	2.0	2.0	4.0	4.0	4.0	\$ 5,460.00
	Structural Engineer	26	\$ 82.00	2.6	2.6	4.0	4.0	4.0	2.0	2.0	4.0	4.0	4.0	\$ 2,296.00
	Clerical	7	\$ 65.00											\$
	WLC Oversee 10% Markup													\$ 775.60
	<b>Total Lump Sum Fix Fee:</b>	<b>75</b>		<b>5.0</b>	<b>5.0</b>	<b>9.5</b>	<b>9.5</b>	<b>5.0</b>	<b>5.0</b>	<b>7.0</b>	<b>11.0</b>	<b>7.0</b>	<b>11.0</b>	<b>\$ 17,546.60</b>
Est. Reimbursable Expenses	Miscellaneous Reimbursable			\$	\$	\$	\$	\$	\$	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 100.00



**R.M. BYRD and Associates, Inc.**

Consulting Structural Engineers

June 15, 2012

**WLC Architects**  
8163 Rochester Avenue  
Rancho Cucamonga, CA 91730

Attention: Robert Hensley  
Subject: Proposal for Structural Services  
Capistrano Performing Arts Center Field Fixes

Dear Mr. Hensley,

Thank you for considering **R.M. BYRD and ASSOCIATES, INC.** for the subject job. We will perform our structural engineering services as outlined:

**1.0 SCOPE OF SERVICES:**

**1.1 Project Description:**

Field change document (FCD) sketches will be required for numerous RFI's resulting from field steel errors. The extent of field errors far exceeds the expected amount for a project of this size. FCD sketches and calculations will be provided to fix or justify the as-built conditions in the field for the following RFI's: 205, 207, 211, 215, 216, 218, 219, 222, 226, and 229.

**1.2 Structural Engineering Services:**

Our services consist of providing structural calculations and structural FCD sketches.

**1.3 Job Site Visitations:**

No visitations are included within the scope of services. If visitations are required, they will be provided for on an hourly basis, per the attached schedule of charges.

**2.0 TERMS AND CONDITIONS:**

**2.1 Work will be performed and payment received in the following phases:**

Upon Submittal of FCD Sketches and Calculations 100%

**2.2 Additional Services:**

If revisions are generated by the owner, they will be paid for as additional services in accordance with our current schedule of charges, or as a lump sum fee, with Architect approval prior to proceeding.

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1041 West Sixth Street, Suite A, Ontario, California 91767-2227

Phone: 909-983-3500 Fax: 909-983-4456

**2.3 Exclusions:**

Services not set forth above as basic services in section 1.2 of this agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed in the basic services as outlined in section 2.1.

Unless specifically identified in the scope of services, special foundation requirements such as piles, caissons, mat foundations, expansive soil mitigation, etc, are excluded from the scope of services.

**2.4 Print Charges and Reimbursables:**

Prints for progress and coordination are included within this scope of work. Multiple sets and bid sets shall be prepared by others, or shall be considered a reimbursable expense. Standard postal delivery is included. Express mail is a reimbursable expense.

**3.0 Compensation/Consideration**

- 3.1 Outlined Services will be provided for a proposed lump sum fee of Seven Thousand Eight Hundred Dollars (\$7,800), structured per 2.1 of terms and conditions.

Should you have any questions or require additional information please do not hesitate to contact our office.

Sincerely,



Frank Rice, S.E.  
Principal  
R.M. Byrd and Associates, Inc.



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RFI#	DATE	FCD	HOURS			MEMO
			Eng	Draft	Admn	
211	5/23/12	22	2	2		Fix for complete penetration drag connection with oversized root gap
222	6/15/12	28	4	4		Fix for beam out of line with drag plate
226	6/14/12	29	2	2		Fix for complete penetration drag connection with oversized root gap
229	6/14/12	30	4	4		Fix required for ledger angle discontinuities
205			2	2		Fix for beams that are too long
207			2	2		Fix for broken bolt
215			4	4		Fix for short ledgers and incorrect ledger bolt locations
216			4	4		Fix for beams fabricated too short
218			2	2		Fix for short tapered girder
219			2	2		Fix for out of line column
Total Hours			28	28	0	



June 27, 2012

Yoshio Ohno, President  
Ohno Construction Company  
9416 MLK Jr. Way S.  
Seattle, WA 98118

**Subject: Capistrano Unified School District's Formal Notice of Beneficial Occupancy  
of the San Juan Hills High School – Stadium Phase II (Bid Package No. 1011-15)**

Mr. Ohno:

This letter shall serve as Capistrano Unified School District's (District) formal notification to Ohno Construction Company that the District intends to take Beneficial Occupancy of the San Juan Hills High School – Stadium Phase II (Bid Package No. 1011-15), June 29, 2012 at 5:00 p.m. It is expressly and mutually understood that all items on the Punch List (FON No. 20 R-1, dated 6/18/2012) have been completed and accepted by the District.

Regards,



Walt Eden  
Owner's Representative  
Edenco, Inc., President

Cc: Clark Hampton, CUSD  
Terry Fluent, CUSD





**EXTENSION OF AGREEMENT**  
**BETWEEN**  
**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**AND**  
**JSERRA**

This School Bus Service Agreement called for an original 12-month contract covering the period September 15, 2010 through September 14, 2011, with annual renewals at the option of the Board of Trustees for two (2) additional one year periods.

The contract with JSERRA pursuant to Contract No. C1011065, shall be extended, covering the period September 15, 2012 through September 14, 2013.

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

**DISTRICT**

**Capistrano Unified School District**

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

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

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

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

**CLIENT**

**JSERRA**

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

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

\_\_\_\_\_  
Title

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

CAPISTRANO UNIFIED SCHOOL DISTRICT  
SCHOOL BUS SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 15th day of September, 2010, by and between the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675 (hereinafter referred to as "DISTRICT"), and JSerra, 26351 Junipero Serra Road, San Juan Capistrano, CA 92675, (hereinafter referred to as "JSERRA"). DISTRICT and CLIENT shall be collectively referred to as the Parties.

WHEREAS, the DISTRICT is specially trained and experienced and competent to perform the special services required by JSERRA to maintain the school bus purchased by JSERRA;

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SERVICES TO BE PROVIDED BY THE DISTRICT;

1.1 Provide routine inspection and servicing (i.e. lubrication of chassis, changing oil, oil filters and air filters) on the one (1) JSERRA school bus every 3,000 miles

or 45 calendar days, whichever occurs first, at \$105/hour (inspection/servicing fees have a ¼ hour minimum).

1.2 Provide an annual maintenance check-up on one (1) JSERRA bus at \$105/hour and any repairs necessitated by such maintenance check-up will be mutually agreed to in writing between the Parties.

1.3 Provide roadside assistance for one (1) JSERRA school bus within DISTRICT boundaries at \$105/hour, which shall commence from point of departure to point of return.

1.4 Provide emergency roadside assistance for the one (1) JSERRA school bus outside DISTRICT boundaries at DISTRICT'S discretion at \$105/hour, which shall commence from point of departure to point of return.

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

1.6 Provide certified California school bus behind the wheel training at \$55.00/hour per individual driver. (Initial training for Class B license requires drivers to take 25 hours of classroom training plus 25 hours of behind the wheel training - a one-time requirement for a five year license. Each year thereafter, annual in-service classroom training of 10 hours is required upon each driver's birth date.)

2.0 TERM. DISTRICT shall commence providing services under this AGREEMENT on or after September 15, 2010 and this Agreement

shall be effective for one (1) year with two (2) one year options to renew upon mutual written agreement of the Parties.

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

4.0 COMMUNICATION BETWEEN THE PARTIES. JSERRA SHALL COMMUNICATE DIRECTLY WITH THE DISTRICT'S Director of Transportation for the purpose of requesting any of the services provided in this AGREEMENT. JSERRA shall comply with all schedules that have been established by the DISTRICT for inspecting, servicing and/or maintaining the JSERRA school bus and shall deliver the bus at or before the time scheduled.

5.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this AGREEMENT, shall be and act as an independent contractor. DISTRICT understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the JSERRA, and are not entitled to benefits of any kind or nature normally provided employees of JSERRA and/or to which JSERRA

employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. DISTRICT assumes the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this AGREEMENT. DISTRICT shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to DISTRICT'S employees.

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

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

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

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

10.0 TOBACCO USE POLICY. In the interest of public health, DISTRICT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the DISTRICT pursuant to DISTRICT Policy 400.15. Failure to abide with the conditions of this policy could result in the termination of this AGREEMENT.

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

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

13.0 NON-DISCRIMINATION. DISTRICT and JSERRA agree that they will not engage in unlawful discrimination in employment of persons

because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

DISTRICT:                   Capistrano Unified School District  
                              33122 Valle Road  
                              San Juan Capistrano, CA 92675  
                              Attn: Mike Patton, Director, Transportation

CLIENT:                    JSerra Catholic High School  
                              26351 Junipero Serra Road  
                              San Juan Capistrano, CA 92675  
                              Attn: Michelle Ramirez, CFO

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



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

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

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

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT:

CAPISTRANO UNIFIED SCHOOL DISTRICT

BY: Terry Fluent

Print Name: Terry Fluent

TITLE: Director, Purchasing

DATE: 4/22/11

JSERRA

BY: Michele Ramirez

PRINT NAME: MICHELE RAMIREZ

TITLE: CFO

DATE: 4/19/11

**EXTENSION OF AGREEMENT**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**JSERRA**

This School Bus Service Agreement called for an original 12-month contract covering the period September 15, 2010 through September 14, 2011, with annual renewals at the option of the Board of Trustees for two (2) additional one year periods.

The contract with JSERRA pursuant to Contract No. C1011065, shall be extended, covering the period September 15, 2011 through September 14, 2012.

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

**DISTRICT**

**Capistrano Unified School District**

By: Terry Fluent  
Signature

Terry Fluent

Director, Purchasing

Date: 10/17/11

**CLIENT**

**JSERRA**

By: Michele Ramirez  
Signature

MICHELE RAMIREZ  
Print Name

CFO  
Title

Date: 9/6/11

**AMENDMENT TO SCHOOL BUS SERVICE AGREEMENT NO. C1011065**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**JSERRA**

The original School Bus Service Agreement between Capistrano Unified School District and JSerra, called for the District to provide services for one (1) JSERRA school bus. JSERRA is in need of the services provided by the District for an additional bus that they purchased.

Articles 1.0, 1.2, 1.3. and 1.4 in the agreement between Capistrano Unified School District and JSERRA shall be amended to replace the words "the one (1) JSERRA school bus" with "select JSERRA school buses".

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

**Capistrano Unified School District**

**JSERRA**

By: Terry Fluent  
Signature

By: Michelle Ramirez  
Signature

Terry Fluent

MICHELE RAMIREZ  
Print Name

Director, Purchasing

CFO  
Title

Date: 10/17/11

Date: 9/27/11

**AMENDMENT TO SCHOOL BUS SERVICE AGREEMENT NO. C1011065**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**JSERRA**

The original School Bus Service Agreement between Capistrano Unified School District and JSerra, called for the District to provide maintenance and training services. JSERRA is in need of bus rental services provided by the District on an as needed basis.

Article 19.0 LEASE/RENTAL OF BUS shall be added to the Agreement.

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

**Capistrano Unified School District**

**JSERRA**

By: Terry Fluent  
Signature

By: Michele Ramirez  
Signature

Terry Fluent

MICHELE RAMIREZ  
Print Name

Director, Purchasing

C.F.O  
Title

Date: 11/29/11

Date: 11/29/11

## 19.0 LEASE/RENTAL OF BUS

### I.

WITNESS: The District may lease to JSERRA the following described motor vehicle:

District owned school bus, on an as needed basis, at \$200.00 per day, plus fuel.

A security deposit in the amount of \$1,000 is payable upon execution of this agreement. Security deposit will be returned at the end of this contract if all items on this agreement are met. Early termination or returning the units with damage or repairs needed may forfeit all or part of the security deposit.

### II.

JSERRA agrees to the following:

1. Return the vehicle(s) to District in as good a condition as received with normal wear and tear, or
2. Retain the vehicle(s) for an additional period under the terms and conditions contained in the Agreement after having obtained Districts written consent at least one (1) day prior to the expiration of the initial retention rental period.
3. JSERRA shall notify the district of all potential drivers of the rental vehicle.
4. JSERRA shall supply appropriate license and training documentation to verify driver's qualifications.
5. All potential drivers of the vehicle shall demonstrate proficiency in the vehicle prior to taking possession of the vehicle during the rental period.

### III.

JSERRA AGREES to indemnify and hold District harmless from any liability from any personal injuries, property damage, or any other damages or injuries, which result from the use or operation of, said vehicle(s). District and JSERRA agree there is categorically no employment relationship between the District and JSERRA. JSERRA shall assume any and all loss or damages to said vehicle(s) while within the JSERRA's control and possession.

### IV.

JSERRA WILL provide at its own expense liability, collision, comprehensive, fire and theft insurance, in the amount of **\$5 million**, which shall properly cover the JSERRAs use of the rented unit. A copy of this policy or a Certificate of Insurance shall be delivered to the District at the earliest possible opportunity. Before unit is delivered, District shall be named as *additional insured* and *loss payee*. Value of the vehicle(s) is **\$126,525**.

V.

JSERRA AGREES to the following pertaining to breakdowns, repairs and upkeep. Any breakdowns or repairs which are attributed to the age of the vehicle and normal wear and tear are the responsibility of the District. Any breakdowns or repairs which are attributed to the operation, driving, misuse, or neglect are the responsibility of the JSERRA. JSERRA to keep records on a Daily Driver Check List to assure that all systems, fluid levels, etc., are being properly checked and maintained. JSERRA will maintain the above vehicle(s) hereby leased in good repair and operating condition, and will furnish at its expense all parts and supplies necessary to comply with this provision including, but not limited to, tires, tubes, fuel, lubricants, oil and anti-freeze, and further, the JSERRA shall keep said vehicle(s) properly stored. JSERRA shall be liable to District for any and all damage or depreciation caused by the negligence of the JSERRA, its officers, agents or employees, or by failure or neglect of the JSERRA, its officers, agents, and employees to care for or make repairs as needed, normal wear and tear excepted.

VI.

THIS RENTAL may be terminated in the following manner: If the JSERRA fails to perform any of the above terms, the District shall have the right to terminate this agreement by giving the JSERRA thirty (30) days written notice and JSERRA shall terminate its lease payment.

VII.

JSERRA SHALL NOT sub-lease this vehicle to any other including any auxiliary group.

This vehicle shall be housed at: \_\_\_\_\_

CAPISTRANO UNIFIED SCHOOL DISTRICT  
SCHOOL BUS SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 1st day of August, 2012, by and between the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675 (hereinafter referred to as "DISTRICT"), and Anneliese's Schools, 758 Manzanita Drive, Laguna Beach, CA 9265, (hereinafter referred to as "ANNELIESE'S SCHOOLS"). DISTRICT and CLIENT shall be collectively referred to as the Parties.

WHEREAS, ANNELIESE'S SCHOOLS bought DISTRICT'S surplus school buses and requires school bus inspection, servicing, maintenance, repair, and school bus driver training services;

WHEREAS, the DISTRICT is specially trained and experienced and competent to perform the special services required by ANNELIESE'S SCHOOLS to maintain the school bus purchased by ANNELIESE'S SCHOOLS;

WHEREAS, ANNELIESE'S SCHOOLS is in need of such special services and advice from DISTRICT; and

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

NOW, THEREFORE, the Parties hereby agree as follows:

EXHIBIT 13



1.0 SERVICES TO BE PROVIDED BY THE DISTRICT;

1.1 Provide routine inspection and servicing (i.e. lubrication of chassis, changing oil, oil filters and air filters) on two (2) ANNELIESE'S SCHOOLS school bus every 3,000 miles or 45 calendar days, whichever occurs first; at \$105/hour (inspection/servicing fees have a ½ hour minimum).

1.2 Provide an annual maintenance check-up on two (2) ANNELIESE'S SCHOOLS bus at \$105/hour and any repairs necessitated by such maintenance check-up will be mutually agreed to in writing between the Parties.

1.3 Provide roadside assistance for two (2) ANNELIESE'S SCHOOLS school bus within DISTRICT boundaries at \$105/hour, which shall commence from point of departure to point of return.

1.4 Provide emergency roadside assistance for two (2) ANNELIESE'S SCHOOLS school bus outside DISTRICT boundaries at DISTRICT'S discretion at \$105/hour, which shall commence from point of departure to point of return.

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

1.6 Provide certified California school bus behind the wheel training at \$55.00/hour per individual driver. (Initial training for Class B license requires drivers to take 25 hours of classroom training plus 25 hours of behind the wheel training - a one-time requirement for five year license. Each year thereafter, annual in-service classroom

training of 10 hours is required upon each driver's birth date.)

2.0 TERM. DISTRICT shall commence providing services under this AGREEMENT on or after August 1, 2012 and this Agreement shall be effective for one (1) year with two (2) one year options to renew upon mutual written agreement of the Parties.

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

4.0 COMMUNICATION BETWEEN THE PARTIES. ANNELIESE'S SCHOOLS SHALL COMMUNICATE DIRECTLY WITH THE DISTRICT'S Director of Transportation for the purpose of requesting any of the services provided in this AGREEMENT. ANNELIESE'S SCHOOLS shall comply with all schedules that have been established by the DISTRICT for inspecting, servicing and/or maintaining the ANNELIESE'S SCHOOLS school buses and shall deliver the buses at or before the time scheduled.

5.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this AGREEMENT, shall be and act as an independent contractor. DISTRICT understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the ANNELIESE'S SCHOOLS, and are not entitled to benefits of any kind or nature normally provided employees of ANNELIESE'S SCHOOLS and/or to which ANNELIESE'S SCHOOLS employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. DISTRICT assumes the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this AGREEMENT. DISTRICT shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to DISTRICT'S employees.

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

7.0 HOLD HARMLESS/INDEMNIFICATION. ANNELIESE'S SCHOOLS agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its Governing Board, officers and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any injury to or death of any person(s), or damage to or loss of any property

caused by any negligent act, default, or negligent omission of the ANNELIESE'S SCHOOLS, or its officers or employees arising out of, or in any way connected with, this AGREEMENT, whether said injury or damage occurs either on or off ANNELIESE'S SCHOOL'S or DISTRICT'S property, except for liability for damages which result from the sold negligence or willful misconduct of the DISTRICT or its officers or employees.

8.0      INSURANCE.    ANNELIESE'S SCHOOLS will provide the DISTRICT with a certificate of insurance which provides insurance coverage on the ANNELIESE'S SCHOOLS owned buses inspected, serviced, maintained, and/or repaired by the DISTRICT. A certificate of insurance shall also show that the DISTRICT is named as an additional insured, by endorsement, on the policy or policies of general liability and auto liability policies. Said certificate of insurance shall also show that the DISTRICT will be given at least thirty (30) days notice prior to the termination, cancellation or modification of said insurance.

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

10.0     TOBACCO USE POLICY.    In the interest of public health, DISTRICT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles and on any property owned, leased to contracted for by the DISTRICT pursuant to DISTRICT Policy 400.15. Failure to abide with the conditions of this policy could result in the termination of this AGREEMENT.

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

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

13.0 NON-DISCRIMINATION. DISTRICT and ANNELIESE'S SCHOOLS agree that they will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

ANNELIESE'S SCHOOLS: Anneliese's Schools  
758 Manzanita Drive  
Laguna Beach, CA 92651  
Attn: Anneliese Schimmelpennig, Owner

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

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

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

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

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT:

CAPISTRANO UNIFIED SCHOOL DISTRICT

BY: \_\_\_\_\_

Print Name: Terry Fluent

TITLE: Director

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

ANNELIESE'S SCHOOLS

BY: \_\_\_\_\_

PRINT NAME: Anneliese Schimmelpennig

TITLE: Owner

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

MEMORANDUM of UNDERSTANDING BETWEEN  
SANTA ANA UNIFIED SCHOOL DISTRICT  
AND  
CAPISTRANO UNIFIED SCHOOL DISTRICT

*WHEREAS*, Education Code §56195 et. seq. authorize school districts to provide special education services to students in other districts by organizing Special Education Local Plan Areas (SELPA's) and by developing local plans;

*WHEREAS*, these statutory provisions authorize school districts to provide for a governing structure and any necessary administrative support to implement the local plans, including a system for determining the responsibility of participating agencies for the education of each special education student;

*WHEREAS*, Education Code §56195.5 authorizes districts and SELPA's to enter into contracts between school districts to provide for the education of special education students who may reside in other districts;

*BE IT RESOLVED* it is hereby agreed by and between the Santa Ana Unified School District (hereinafter referred to as the "Provider District") and the Capistrano Unified School District (hereinafter referred to as the "Sending District") as follows:

1. Basis of Agreement

Pursuant to the authority established in Education Code §56195, 56195.1, 56195.3 and 56195.5, the Provider District may provide for the education of individual pupils in special education programs who reside in other districts or counties. Education Code §46600 shall apply to interdistrict attendance agreements for programs conducted pursuant to this part.

2. Term of Agreement

This Agreement is effective for the period beginning July 26, 2012, through June 30, 2013.

3. Acknowledgment

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a SELPA.



4. Scope

The Provider shall conduct special education program and services for those eligible pupils of the Sending District referred by their Individual Education Program (IEP) Teams when it is jointly determined by the Sending District and the Provider District that the pupils' educational needs as specified in the IEP can be appropriately met by the programs operated by the Provider District. The Provider District shall maintain and provide special education programs for Sending District pupils during the 2012-2013 school year within the administrative parameters established by the Provider District's SELPA. Class size ranges and student-adult ratios shall be maintained in a manner which allows the Provider District to meet the programmatic, health and safety needs of the pupils.

5. Annual and Triennial Reviews

The Sending District shall be notified of annual reviews and may provide a representative who will participate in the development of the IEP. For initial placement, triennial review, or a change in services specified on the current IEP, a Sending District representative who is authorized to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the IEP shall attend the IEP Meeting.

6. Pupil Count

A count shall be taken of the number of pupils enrolled in the programs as of the first day of each calendar month, July 26, 2012, through June 1, 2013. A pupil shall be counted as "enrolled" on the first day of attendance in the program or 14 days after the IEP Team has met and an approved IEP has been executed for the educational placement in the SAUSD Program for Deaf and Hard of Hearing Students, whichever occurs sooner. Pupils continuing in the programs from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or Sending District. If a continuing pupil has not attended school by the eleventh day of the first school month, the Provider District shall notify the Sending District and a determination shall be made regarding continuing enrollment.

7. Definitions

a. "District Provided Programs" are the special education classes and support services operated by Provider District on behalf of SELPAs and districts in Orange County for special education students residing in their SELPA and district.

b. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to programs operated by the Provider District under this Agreement.

c. "Special Education Program Expenditures" shall include Direct Costs multiplied by an allocation factor of 1.5 cost which includes Support Costs and Indirect Cost.

d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program divided by the average number of pupils enrolled during the year.

e. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

8. Funding

In consideration of the enrollment of pupils in special education programs conducted by the Provider District, the Sending District transferring pupils to the programs operated by the Provider District agree to pay the Provider District per pupil and shall provide for program funding not to exceed \$40,000 as follows:

a. The Sending District shall be responsible for the Average Cost per Pupil in Provider District Program Schools multiplied by the average number of pupils enrolled by the Sending District, minus Special Education Program income received by the Provider District for the purpose of educating said pupils including, but not limited to Revenue Limit and Federal IDEA Local Assistance Grant Funds.

b. Special Circumstances Paraeducators- The Sending District shall be responsible for the full cost of additional personnel as specified required for the benefit of and in the IEP for pupils who are residents of the Sending District.

c. The following documents shall be used as a basis for all figures reported:

Monthly Pupil Count  
ADA Calculation  
Program Cost Report  
Program Summary Report  
In-House Accounting Reports

d. Income and expenditures shall be listed in accordance with the current California School Accounting Manual Standardized Account Code Structure for Special Education.

9. Transportation

The Sending District transporting pupils to the Provider District shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the Sending District for additional costs incurred by the Provider District.

10. Final Accounting

A final accounting accompanied by completed forms and invoices with appropriate supporting documentation will be sent by the Provider District to Sending District by October 15 of the following year. Corrections to prior year Special Education Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the Sending District affected by the correction or adjustments.

11. Projected Enrollment

In order to assist the Provider District in planning for both housing and staffing needs for the programs, Sending District shall submit to the Provider District, in writing, on or before February 15 of each year, the projected number of pupils expected to be transferred to the programs for special education and support services in the following school year. Absent a projection, the number of Sending District pupils reported in the current year December 1 Federal Pupil Count shall be used for staffing and budget planning for the following school year.

12. Program Cost

On or before fifteen days after the release of the May revise each year, the Provider District shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average Cost per Pupil for pupils enrolled in SAUSD Program for Deaf and Hard of Hearing Students based on the Projected Enrollment data, and provide it to Sending District's Special Education Department and Business Services Department.

13. No Waiver

The failure of the Provider District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

14. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Sending District, the Provider District hereby agrees to hold harmless, indemnify and defend the Sending District and its officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement.

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of Provider District, the Sending District hereby agrees to hold harmless, indemnify and defend Provider District and its Board of Trustees and their officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising directly or indirectly from or connected with the performance of services other than for operations of Provider District during the term of this Agreement.

15. Complete Agreement

This Agreement is the complete Agreement of the parties. Any amendments hereto shall be in writing and shall be dated and executed by both parties.

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

APPROVED BY:

Santa Ana Unified School District  
PROVIDER DISTRICT

Capistrano Unified School District  
SENDING DISTRICT

BY: \_\_\_\_\_  
(Authorized Agent Signature)

BY: \_\_\_\_\_  
(Authorized Agent Signature)

Michael P. Bishop, Sr., CBO  
(Print Name)

Clark D. Hampton  
(Print Name)

Deputy Superintendent, Operations  
(Title)

Deputy Superintendent, Business Services  
(Title)

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

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

BOARD APPROVAL: \_\_\_\_\_

BOARD APPROVAL: July 25, 2012

CWN  
SPECIAL ED MOU  
3-06  
cc: SELPA





# ICB Service Agreement

Sales Number: 75038  
Sales Rep: Joanne Plumeri

Sales Phone: 949-546-2816  
Sales Fax: 949-546-3816

## CUSTOMER INFORMATION

Company Name: CUSD  
Doing Business As:  
Service Address: 33122 VALLE RD  
City/State/Zip: SAN JUAN CAPISTRANO, CA - 92675  
Company ID#: 4820

## AUTHORIZED CUSTOMER CONTACT INFORMATION

Name: Susan Holliday  
Title: Director Education Services  
Bus. Phone: 949-234-9463  
Cell Phone:  
Business Fax:  
E-Mail Address:

## BILLING INFORMATION (if different from service address)

Billing Name: District Office  
Billing Address: 33122 VALLE RD  
City/State/Zip: SAN JUAN CAPISTRANO, CA - 92675

## ADDITIONAL AUTHORIZED CUSTOMER CONTACTS

Name: Gabe Salinas  
Phone: 949-234-5511

Type	Service	Qty	Term Mo.	Unit Price	(MRC) Monthly Recurring Charge	(NRC) Non Recurring/One Time Activation & Set-Up Fees	Waived NRC
New	Metro Ethernet	1	60	0.00	0.00	0.00	0.00
New	- Locations: 33122 VALLE RD (Metro E EVC),			0.00	63,280.00	0.00	0.00
Contract Totals:					63,280.00	0.00	

## Special Conditions:

This is an addendum to the existing contract for data services e-rate Year 15, July 1, 2012 to upgrade data services. Customer has elected to exercise their option to do the two year extension, contract end date is June 30, 2016. The additional revenue is \$11,940 per month with existing revenue of \$51,340.00, total \$63,280.00 pre-discounts. Services include: one 10Gig port, 49 Metro E sites and two Cox Business Modem sites. Please see attached spreadsheet for details. \$10,740.00, pre discounts. The contract end date is June 30, 2016.

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement and any other terms and conditions applicable to the Services selected above, including without limitation, the Cox tariffs, Service Guides, state and federal regulations, the General Terms, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the AUP and the General Terms by signing this Agreement. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. Cox may withdraw this proposal at any time prior to Customer's signature. If, within thirty (30) days after Customer's signature below, Cox determines that Customer's location is not serviceable under Cox's normal installation guidelines, Cox may terminate this Agreement without liability. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Services shall be subject to price increases for the remaining Term. Both parties agree that each party may use electronic signatures to sign this Agreement. If Cox performs any work including construction or incurs any costs to provide Service to Customer and Customer cancels this Agreement prior to Service installation, Customer shall be liable for Cox's reasonable costs in addition to any other termination charges. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms.

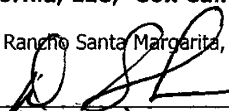
## Authorized Customer Representative on behalf of

CUSD

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title Position: \_\_\_\_\_  
Date: \_\_\_\_\_

Cox Communications California, LLC; Cox California  
Telcom, LLC  
29947 Avenida De Las Banderas, Rancho Santa Margarita, CA 92688

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title Position: \_\_\_\_\_  
Date: \_\_\_\_\_

  
DAMON STONE  
SALES MANAGER  
7-8-12

School	Location address	Current Speed	Current MRC	Proposed Speed	City	New MRC
1 DO	33122 Valle Road, San Juan Capistrano, CA 92675	1GIG	\$ 1,500.00	10GIG	CapoBeach	\$ 7,500.00
2 Aliso Niguel High School	28000 Wolverine Way, Aliso Viejo, CA 92656	200mb	\$ 1,100.00	500mb	AlisoViejo	\$ 1,200.00
3 Capo Valley High School	26301 Via Escolar, Mission Viejo, California 92692	200mb	\$ 1,100.00	500mb	MissionViejo	\$ 1,200.00
4 Dana Hills High School	33333 Golden Lantern, Dana Point, CA 92629	200mb	\$ 1,100.00	500mb	DanaPoint	\$ 1,200.00
5 San Clemente High School	700 Avenida Pico, San Clemente, CA 92673	200mb	\$ 1,100.00	500mb	SanClemente	\$ 1,200.00
6 San Juan Hills High School	29211 Vista Montana, San Juan Capistrano, CA 92675	200mb	\$ 1,100.00	500mb	SanJuanCapo	\$ 1,200.00
7 Tesoro High School	1 Tesoro Creek Road, Las Flores, CA 92688	200mb	\$ 1,100.00	500mb	LasFlores	\$ 1,200.00
8 Bernice Ayer Middle School	1271 Sarmiento, San Clemente, CA 92673	100mb	\$ 980.00	300mb	SanClemente	\$ 1,100.00
9 Carl Hankey Middle School	27252 Nubles, Mission Viejo, CA 92692	100mb	\$ 980.00	500mb	MissionViejo	\$ 1,200.00
10 Chaparral School	29001 Sienna Parkway, Ladera Ranch, California 92694	200mb	\$ 1,100.00	500mb	LaderaRanch	\$ 1,200.00
11 Oso Grande School	30251 Sienna Parkway, Ladera Ranch, CA 92694	100mb	\$ 980.00	300mb	LagunaNiguel	\$ 1,100.00
12 Transportation South	26126 Victoria, Capo Beach, CA	10.0/2.0 HFC	\$ 250.00	10.0/2.0 HFC	AlisoViejo	\$ 250.00
13 Serra High School	31422 Camino Capistrano, San Juan Capistrano, CA 92675	200mb	\$ 1,100.00	500mb	SanJuanCapo	\$ 1,200.00
14 Aliso Viejo Middle School	111 Park Ave, Aliso Viejo, CA 92656	100mb	\$ 980.00	300mb	AlisoViejo	\$ 1,100.00
15 Arroyo Vista Middle School	23371 Arroyo Vista, Rancho Santa Margarita, CA 92688	100mb	\$ 980.00	500mb	RanSantaMarg	\$ 1,200.00
16 Don Juan Avila Middle School	26278 Wood Canyon Dr., Aliso Viejo, CA 92656	100mb	\$ 980.00	500mb	AlisoViejo	\$ 1,200.00
17 Marco Forster Middle School	25601 Camino del Avion, San Juan Capistrano, CA 92675	200mb	\$ 1,100.00	500mb	SanJuanCapo	\$ 1,200.00
18 Ladera Ranch Middle School	29551 Sienna Parkway, Ladera Ranch, CA 92694	200mb	\$ 1,100.00	500mb	LaderaRanch	\$ 1,200.00
19 Las Flores Middle School	25862 Antonio Parkway, Las Flores, CA 92688	100mb	\$ 980.00	500mb	LasFlores	\$ 1,200.00
20 Niguel Hills Middle School	29070 Paseo Escuela, Laguna Niguel, CA 92677	100mb	\$ 980.00	300mb	LagunaNiguel	\$ 1,100.00
21 Shorecliffs Middle School	240 Via Socorro, San Clemente, CA 92672	100mb	\$ 980.00	300mb	SanClemente	\$ 1,100.00
22 Vista Del Mar Middle School	1130 Avenida Talega, San Clemente, CA 92673	100mb	\$ 980.00	500mb	SanClemente	\$ 1,200.00
23 Harold Ambuehl School	28001 San Juan Creek Road, San Juan Capistrano, CA 92675	100mb	\$ 980.00	300mb	SanJuanCapo	\$ 1,100.00
24 Barcelona Hills School	23000 Via Santa Maria, Mission Viejo, CA 92691	100mb	\$ 980.00	300mb	MissionViejo	\$ 1,100.00
25 Bathgate School	27642 Napoli Way, Mission Viejo, CA 92692	100mb	\$ 980.00	300mb	MissionViejo	\$ 1,100.00
26 Truman Benedict School	1251 Sarmiento, San Clemente, CA 92673	100mb	\$ 980.00	300mb	SanClemente	\$ 1,100.00
27 Marian Bergeson School	25302 Rancho Niguel Road, Laguna Niguel, CA 92677	100mb	\$ 980.00	300mb	LagunaNiguel	\$ 1,100.00
28 Canyon Vista School	27800 Oak View Drive, Aliso Viejo, CA 92656	100mb	\$ 980.00	300mb	AlisoViejo	\$ 1,100.00
29 Castille School	24042 Via La Corona, Mission Viejo, CA 92691	100mb	\$ 980.00	300mb	MissionViejo	\$ 1,100.00
30 Concordia School	3120 Avenida del Presidente, San Clemente, CA 92672	100mb	\$ 980.00	300mb	SanClemente	\$ 1,100.00
31 Crown Valley School	29292 Crown Valley Parkway, Laguna Niguel, CA 92677	100mb	\$ 980.00	300mb	LagunaNiguel	\$ 1,100.00
32 R.H. Dana/ENF School	24242 La Cresta Dr., Dana Point, CA 92629	100mb	\$ 980.00	300mb	DanaPoint	\$ 1,100.00
33 Laguna Niguel School	27922 Niguel Heights Boulevard, Laguna Niguel, CA 92677	100mb	\$ 980.00	300mb	LagunaNiguel	\$ 1,100.00
34 Las Palmas School	1101 Calle Puente, San Clemente, CA 92672	100mb	\$ 980.00	300mb	SanClemente	\$ 1,100.00
35 Clarence Lobo School	200 Avenida Vista Montana, San Clemente, CA 92672	100mb	\$ 980.00	300mb	SanClemente	\$ 1,100.00
36 John S. Malcom School	32261 Charles Road, Laguna Niguel, CA 92677	100mb	\$ 980.00	300mb	LagunaNiguel	\$ 1,100.00
37 Marblehead School	2410 Via Turqueza, San Clemente, CA 92673	100mb	\$ 980.00	300mb	SanClemente	\$ 1,100.00
38 Moulton School	29851 HIGHLANDS AVE, LAGUNA NIGUEL, CA - 92677	100mb	\$ 980.00	300mb	AlisoViejo	\$ 1,100.00
39 Oak Grove School	22705 Sanborn, Aliso Viejo, CA 92656	100mb	\$ 980.00	300mb	AlisoViejo	\$ 1,100.00
40 Palisades School	26462 Via Sacramento, Capistrano Beach, CA 92624	200mb	\$ 1,100.00	300mb	LaderaRanch	\$ 1,100.00
41 Philip Reilly School	24171 Payton, Mission Viejo, CA 92692	100mb	\$ 980.00	300mb	CapoBeach	\$ 1,100.00
42 San Juan School	31842 El Camino Real, San Juan Capistrano, CA 92675	100mb	\$ 980.00	300mb	MissionViejo	\$ 1,100.00
43 Tijeras Creek School	23072 Avenida Empresa, Rancho Santa Margarita, CA 92688	100mb	\$ 980.00	300mb	SanJuanCapo	\$ 1,100.00

44	Viejo School	26782 Via Grande, Mission Viejo, CA 92691	100mb	\$ 980.00	300mb	RanSantaMarg	\$ 1,100.00
45	Wagon Wheel School	30912 Bridle Path, Trabuco Canyon, California 92679	100mb	\$ 980.00	300mb	MissionViejo	\$ 1,100.00
46	George White School	25422 Chapparosa Park Road, Laguna Niguel, CA 92677	100mb	\$ 980.00	300mb	WagonWheel	\$ 1,100.00
47	Wood Canyon School	23431 Knollwood, Aliso Viejo, CA 92656	100mb	\$ 980.00	300mb	LagunaNiguel	\$ 1,100.00
48	Adult Education (West View Academy)	31431 El Camino Real, San Juan Capistrano, CA 92675	100mb	\$ 980.00	300mb	SanJuanCapo	\$ 1,100.00
49	Bridges	31576 El Camino Real, San Juan Capistrano, CA 92675	10,2/2.0 HFC	\$ 250.00	10,2/2.0 HFC	SanJuanCapo	\$ 250.00
50	ELD	32972 Calle Perfecto, San Juan Capistrano, CA 92675	100mb	\$ 980.00	100mb	SanJuanCapo	\$ 980.00
51	Newhart Middle School	25001 Veterans Way, Mission Viejo, CA 92692	100mb	\$ 980.00	300mb	MissionViejo	\$ 1,100.00
52	Hidden Hills School	25142 Hidden Hills Road, Laguna Niguel, CA 92677	100mb	\$ 980.00	300mb	LagunaNiguel	\$ 1,100.00
				\$ 51,340.00			\$ 63,280.00

New \$ 11,940.00  
Renew \$ 51,340.00



# Capistrano Unified School District

*Excellence in Education*

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9200/FAX 248-9563



## CONTRACT FOR SERVICES AND/OR PRODUCTS

### FOR E-RATE YEAR 14

#### BOARD OF TRUSTEES

JACK R. BRICK  
President

GARY PRITCHARD, Ph. D.  
Vice President

JOHN M. ALPAY  
Clerk

ELLEN M. ADDONIZIO

ANNA BRYSON

LYNN HATTON

SUE PALAZZO

The Capistrano Unified School District ("District" or "CUSD") and Cox Business ("Service Provider" or "Cox") together the ("Parties") sign this document for the purchase of eligible equipment and services as described on the attachment to this letter as part of the E-Rate Year 14 effort. Service Provider was selected based on Service Provider's response to the District's RFP or on the basis of a qualifying Form 470. The District intends to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Service Provider's attached specifications and price quotations ("Proposal").

#### SUPERINTENDENT

JOSEPH M. FARLEY, Ed. D.

The purchase and providing of the eligible equipment and services described in the Service Provider's Proposal are expressly subject to, and conditioned on, satisfaction of all of the following conditions:

1. USAC approval of the District's request for funding through a formal Funding Commitment Decision Letter;
2. The District's formal acceptance of the USAC approved funding;
3. The District's final approval of next year's fiscal budget;
4. The District's formal approval and award of a detailed contract to Service Provider for the eligible equipment and services covered by the USAC approved funding.

Cox reserves the right to limit or discontinue services if all or part of funding is restricted. CUSD expressly acknowledges it is responsible for full payment for Services, including the credited amount on bills issued in advance of funding, in the event funding is denied in whole or in part by the Universal Service Administrative Company or the FCC. CUSD will be responsible for such full payment of all bills issued during E-Rate Year 14 and any subsequent funding years covered by this Contract. If CUSD is denied E-rate funding for any reason, Cox may elect to decrease the level of Services provided to CUSD. If full E-rate funding is not received within six months of the application date, then Cox may terminate the Agreement without further liability to either party.

Service Provider and CUSD each agree to act in accordance with their respective obligations under the laws and regulations of the federal Universal Service Fund Schools and Libraries program as administered by the Universal Service Administrative Company and the Federal Communications Commission in the procurement, delivery, installation, invoicing and all other transactions associated with the project. This contract will confirm CUSD's agreement to purchase Transparent LAN connection goods and services from Cox in an amount not to exceed \$ 60,000.00 per month.

The term of this contract shall commence on July 1, 2011 and shall terminate on June 30, 2014.

**Service Provider:**

Cox Business

**Applicant Name:**

Capistrano Unified School  
District

Signature: 

Printed Name: Tim Hinson

Title: Vice President

Date: 2-23-11

Signature: 

Print Name: Ronald N. Lebs

Title: Deputy Superintendent  
Business & Support Services

Date: 3/10/2011

Requested Service Date: 7/1/2011  
ICOMS Account #: 457852-01

Sales Rep/Number: Joanne Plumeri / # 75038  
Phone/Fax: (949) 546-2816 / 546-3816

**Customer Information**

Company Name: Capistrano Unified School District  
Street Address: 33122 Valle Rd.  
City, State Zip: San Juan Capistrano, CA 92675

**Billing Address** (if different from service address)

Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_

**Authorized Customer Representative**

Name/Ordered By: Dr. Susan Holliday  
Title/Position: Director of Educational Technology  
Phone Number: 949-234-9463  
FAX Number: 949-487-5431  
**E-mail (Req'd):** \_\_\_\_\_  
Additional Contact: Gabe Salinas 949-234-2652

Bill UNmerge: ☐ Yes Bill With: ☒ Yes ☐ NO

☒ New Service ☐ Move ☐ Addition ☒ Upgrade ☒ Change/Renewal ☒ Promo Name/Code:

Voice Data Video Other		Quantity	Term	Monthly Price Per Unit	Total Service Charges	
					Monthly Recurring/ Access Charge	Non Recurring/One- time Activation
X	100Mbps Transparent LAN connection for Internet Access*	1	3 Years	\$1,300.00	\$1,300.00	
X	10Mbps/2Mbps	2	3 Years	\$250.00	\$500.00	
X	150Mbps Transparent LAN connection	37	3 Years	\$980.00	\$36,260.00	
X	200Mbps Transparent LAN connection	10	3 Years	\$1,100.00	\$11,000.00	
X	Gig E Aggregation port (with \$150 VLAN tagging)	2	3 Years	\$1,650.00	\$3,300.00	
X	T1 (Career Center Mission Viejo Mall)	1	3 Years	\$299.00	\$299.00	
X	Gig E Circuit at Transportation North and to old D. O.**	2	3 Years	\$2,500.00	\$5,000.00	
<b>Totals:</b>					<b>\$57,659.00</b>	

Prices are subject to all applicable taxes/fees as regulated by the California Public Utilities Commission, the FCC and local franchise boards.

Equipment Description	Quantity	Rental Fee Per Unit	Total Service Charges	
			One-time Equipment Fee	Installation Fees
<b>Totals:</b>				

**Special Terms/Conditions:**

\*This circuit to connect to OCDE for Internet Access. Estimated taxes are 3% for e-rate purposes. Upgrades available: 300Mbps \$1300, 500Mbps \$1500  
\*\*Existing Gig co-terminus w/ this contract term. Based on form 470# 109970000885914 Year 14 3 Yr. term 2011-2014, w/ 2 one yr. voluntary extensions.

The undersigned represents that he/she is the Customer or is the Authorized Customer Representative identified above and is authorized to sign this Agreement on behalf of Customer for the services in this Agreement and that the customer information is true and correct. This Agreement binds Customer to the Rates, Terms and Conditions of Service applicable to each of the services selected above, including any termination penalties that may apply. Customer understands that telephone services selected above are provided by Cox California Telcom, LLC, and that such services are generally subject to rates, terms and conditions contained in Cox Local Exchange Tariff CA-PUC No. 1 on file with, as well as the regulations of, the California Public Utilities Commission and/or the Federal Communications Commission, and that such regulations may change from time to time. If Customer subscribes to or uses State-to-State and/or International telecommunications services, such services shall be provided pursuant to the Cox Customer Service Agreement which may be found at our web site at [www.cox.com/telephone/customerservicesagreement.asp](http://www.cox.com/telephone/customerservicesagreement.asp). All Services are subject to the Terms and Conditions on Pages 2 & 3 attached hereto. Internet, Data, Web Hosting, CoxMail(sm)E-Mail Services, if selected by Customer, are subject to Acceptable Use Policies located at [www.coxbusiness.com/acceptableusepolicy.pdf](http://www.coxbusiness.com/acceptableusepolicy.pdf) and Customer acknowledges receipt of these by signing below. The undersigned authorizes Cox to check credit and this Agreement is subject to credit approval. Prices listed do not include applicable taxes, fees, assessments or surcharges. ~~Termination charges equal to the sum of the activation charge for the service involved by the Company at service initiation plus 100% of any monthly charges for the unfulfilled term commitment will be applied if services are terminated prior to the term commitment indicated above.~~ Where there is a conflict between the tariff and the rate, terms, and conditions in this CSA, the tariff controls.

**Authorized Customer Representative on behalf of**

Capistrano Unified School District  
Signature: *Ronald N. Lebs*  
Printed Name: Ronald N. Lebs  
Title/Position: Deputy Superintendent  
Date: 204

**CoxCom, Inc.; Cox California Telcom, LLC**

29947 Avenida De Las Banderas, Rancho Santa Margarita, CA 92688  
Signature: *Jim Hinson*  
Printed Name: Jim Hinson  
Title/Position: V.P. Cox Business  
2-23-11

## **A. Terms and Conditions for Regulated Services**

1. **Tariffs** The terms and conditions of regulated service provided to Customer under this Agreement are contained in tariffs on file with state and/or federal regulatory authorities. These tariffs shall govern the provision of regulated service, and Cox may amend such tariffs and regulated service shall be subject to such tariffs, as amended. Customer must disclose to Cox if Customer intends to use the Services in connection with payphone service.

2. **Telephone Numbers** The Customer has no property right in the telephone number associated with the telephone service provided by Cox; provided, however, if Customer ports a telephone number from another carrier to Cox, Cox will use such number with Customer's telephone Service. Any telephone number designated by Cox in advance of the activation of Cox telephone service is subject to change by Cox. Additional terms and conditions regarding telephone numbers are contained in Cox tariff(s) on file with regulatory authorities.

3. **State-to-State and International Services** If Customer subscribes to or uses state-to-state and/or International telecommunications Services from Cox, such Services shall be provided pursuant to the terms and conditions contained in Cox Customer Service Agreement which may be found at our web site: [www.cox.com/telephone/customerservicesagreement.asp](http://www.cox.com/telephone/customerservicesagreement.asp).

4. **PBX Usage** If Customer uses a Private Branch Exchange (PBX) in connection with the Services, Customer is responsible for programming the PBX to ensure that agencies receiving E911 emergency calls through the PBX will receive appropriate information about the location of the caller.

5. **Small Business Customers** This Section only applies to "Small Business Customers" as defined in State of California General Order 168. Customer may cancel telephone Service under this Agreement without termination liability within thirty (30) days after the new Service is initiated. This Section does not relieve the Customer from payment for per use and normal recurring charges applicable to the Service incurred before canceling, or for the reasonable cost of work done on the Customer's premises (such as wiring or equipment installation) before the Customer canceled. After this thirty (30) day right of cancellation, Customer may terminate telephone Service either by written or verbal notice to Cox. The Customer will be responsible for payment of all charges due for Service provided up to the date of Service termination, in addition to any applicable termination liabilities under the tariff.

**ICB Arrangements** If this Agreement is an Individual Case Basis arrangement, this Agreement may not be effective until approved by regulatory authority. If this Agreement and/or the related filing documents are not approved by the applicable regulatory authority, Cox may terminate this Agreement.

## **B. Terms and Conditions of Data, Internet, Web Hosting, Web Conferencing, Video and unregulated Services**

1. **Payment** Customer shall pay for all monthly service charges, plus one-time set-up, installation and/or construction charges. Cox may change Video and music Service prices periodically during the Term of this Agreement. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. Any amount not received by the due date shown on the applicable bill will be subject to interest or a late charge at the maximum rate allowed by law. If applicable to the Service, Customer shall pay sales, use, gross receipts, excise, access, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges imposed on the use of the Services. Taxes will be separately stated on the Customer's invoice. No interest shall be paid on deposits.

2. **Service and Installation** Cox shall provide Customer with the Services and Equipment identified on the first page of this Agreement; provided, however, if Cox determines that Customer's location is not serviceable under Cox's normal installation guidelines, Cox may terminate this Agreement. Customer is responsible for damage to any Cox equipment. Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Cox network, equipment or facilities and/or (b) complies with the applicable Acceptable Use Policies ("AUP") which are incorporated herein by reference. Customer shall use the equipment only for the purpose of receiving the Services. Customer shall not make any connections to the equipment which are not expressly authorized in writing by Cox or permit tampering, altering or repair of the equipment by any person other than Cox's authorized personnel. Unless provided otherwise herein, Cox shall use reasonable efforts to maintain the Services in accordance with applicable performance standards, however, Cox shall have no responsibility for the maintenance or repair of facilities and equipment it does not furnish.

For Cox Internet Services, bandwidth speed options may vary. Customer may not always receive or obtain optimal bandwidth speeds and Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the Cox AUP and the AUP is available online at [www.coxbusiness.com/acceptableusepolicy.pdf](http://www.coxbusiness.com/acceptableusepolicy.pdf). The AUPs may be amended from time to time during the Term of this Agreement. Customer's continued use of the Services following an amendment shall constitute acceptance. Cox is not responsible for the networks or facilities of third parties which may be necessary to provide Service. For video and music Services, Cox reserves the right to change channel line-up at any time.

3. **Service Date and Term** This Agreement shall be effective upon execution by the parties. Services shall be provided for the applicable term set forth on the first page of this Agreement. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control.

4. **Customer Responsibilities** Customer is responsible for arranging all necessary rights of access for Cox within the Customer's premises, including space for cables, conduits, and equipment as necessary for Cox-authorized personnel to install, repair, inspect, maintain, replace or remove any and all facilities and equipment provided by Cox. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Cox's equipment. Customer shall use the Services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. If Customer engages in a public performance of any copyrighted material contained in any of the Services provided under this Agreement, the Customer, and not Cox, shall be responsible for obtaining any public performing licenses. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Cox network.

5. **Equipment** Unless otherwise provided herein, Customer agrees that Cox shall retain all rights, title and interest to facilities and equipment installed by Cox thereunder and that Customer shall not create or permit to be created any liens or encumbrances on such equipment. Internal Wiring shall not be considered equipment and shall become the property of Customer upon initiation of Service. Cox shall install equipment necessary to furnish the video Services to Customer. Customer shall not modify or relocate equipment installed by Cox or install any other equipment, including servers in connection with data/Internet without the prior written consent of Cox.

For Cox-owned equipment, Customer shall, at the expiration or termination of this Agreement, return the equipment in good condition, ordinary wear and tear resulting from proper use excepted. In the event the equipment is not returned to Cox in good condition, Customer shall be responsible for the value of such equipment. Cox shall repair any equipment owned by Cox at no charge to Customer provided that damage is not due to misuse, abuse or other disaster including acts of God. If additional equipment, including but not limited to, monitors, computers, circuits, software or other devices, are required by Customer to use the Services, Customer shall be responsible for such equipment.

6. **Resale of Service** Except for Web Hosting, Customer may not resell any portion of the Service to any other party. Customer shall be responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any.

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9. **Termination** ~~Customer may terminate this Agreement, with or without cause, at any time by providing written notice to Cox at the address set forth in the Agreement, provided, however, if Customer terminates Service before the term selected by Customer (except for breach by Cox), Cox will terminate Service for Customer's breach of this Agreement and the ADR's. Customer may be subject to a termination liability. The termination liability shall equal 100% of the monthly recurring charge for the terminated Service multiplied by the number of full months remaining in the initial term commitment and is due upon termination. After the initial term, this Agreement shall automatically renew on a month-to-month basis and shall be subject to terms of this Agreement. Termination by Customer must be in writing and provide Cox with thirty (30) days prior notice.~~

11. **Assignment** Customer may not assign, in whole or in part, this Agreement without the prior written consent of Cox, which consent may be withheld in Cox's discretion. Cox may assign this Agreement and Service may be provided by one or more legally authorized Cox affiliates.

13. ~~INDEMNITY~~ Customer shall indemnify and hold Cox and its respective affiliates, subcontractors, employees or agents harmless (including payment of reasonable attorneys fees) from and against any claim, actions or demands relating to or arising out of Customer's use of the Service including without limitation (i) any content or software displayed, distributed or otherwise disseminated by the Customer, its employees, or users of the Services; (ii) any claim that Customer's use of the Service including the registration and maintenance of Customer's selected domain name(s), infringes on the patent, copyright, trademark or other intellectual property right of any third party; (iii) any malicious act or act in violation of any laws committed by Customer, its employees or users using the Services; and/or (iv) violation by Customer, its employees or authorized users of the Cox TMS.

15. **Miscellaneous** This Agreement, the tariffs, the documents referenced herein, and the AUPs constitute the entire agreement between Cox and Customer for the Services and equipment provided herein. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be modified, waived or amended only by a written instrument signed by the parties; provided Cox may modify the AUP and if Customer continues to use the Service, Customer shall be bound by such AUP as modified. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of California. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future.

16. **Regulatory Authority-Force Majeure** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation.

18. **Digital Millennium Copyright Act.** Cox is registered under the Digital Millennium Copyright Act of 1998. Pursuant to 17 U.S.C. Section 512(c)3, if you believe that a Web page hosted by Cox is violating your rights under U.S. copyright law, you may file a complaint with Cox's designated agent. Please contact [DMCA@Cox.com](mailto:DMCA@Cox.com) for information necessary to file your complaint with Cox.

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CAPISTRANO UNIFIED SCHOOL DISTRICT  
PAPER AND PLASTIC PRODUCTS FOR  
FOOD AND NUTRITION SERVICE  
BID NO. 1213-03  
BID SUMMARY

Vendor	Items bid	Items no bid	Items Low Bid
P & R Paper Supply Company	81	3	53
A & R Wholesale Distributors, Inc.	59	25	25
ASR Wholesale Distributors	2	82	2
Oliver Packaging & Equipment Co.	3	81	1
Plastic Packaging, Inc.	2	82	1
The Platinum Packaging Group	1	83	0

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE**  
**BID NO. 1213-03**

**RECAP**

Line No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	<b>P &amp; R Paper Supplies Co. Unit Bid Price</b>	A & R Wholesale Distributors Inc. Alternate Brand Name, Code # & Pack Size	A & R Wholesale Distributors Inc. Unit Bid Price	ASR Food Distributors Alternate Brand Name, Code # & Pack Size	ASR Food Distributors Unit Bid Price	Oliver Packaging & Equipment Co. Alternate Brand Name, Code # & Pack Size	Oliver Packaging & Equipment Co Unit Bid Price	Plastic Packaging, Inc. Alternate Brand Name, Code # & Pack Size	Plastic Packaging Inc. Unit Bid Price	The Platinum Packaging Group Alternate Brand Name, Code & Pack Size	The Platinum Packaging Group Unit Bid Price
1	Bag, Brown Lunch 6 lb.	500/cs	Duro Bag DUR-6LB	<b>\$7.25</b>	A/S	\$7.14		no bid		no bid		no bid		no bid
2	Bag, Brown Lunch 6 lb. "Printed Design"			<b>\$47.85</b>		no bid		no bid		no bid		no bid		no bid
3	Foil Bag, Printed "Fresh- Delicious"	1000/cs	Bagcraft Papercon PPC- 453028	<b>\$53.00</b>		no bid		no bid		no bid		no bid		no bid
4	Foil Bag, Printed "Chicken"	1000/cs	Bagcraft Papercon PPC- 444492	<b>\$24.40</b>	Brown Paper	\$29.18		no bid		no bid		no bid		no bid
5	Freezer Bag, 18x24	250/cs	Food- handler FDH- FS1824	<b>\$10.25</b>	ElKay	\$66.80		no bid		no bid		no bid		no bid

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE**

**BID NO. 1213-03**

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6	Bag, Hot Vented Ovenable 7.5x11.75	5000/cs	EPAC HB7511	<b>no bid</b>		no bid		no bid		no bid		no bid		no bid
7	Bag, Non Vent Cold 6x8.75	5000/cs	EPAC CD 68NV	<b>no bid</b>		no bid		no bid		no bid		no bid		no bid
8	Bag, Non Vent Cold 7.5x11	5000/cs	EPAC CD 7511NV	<b>no bid</b>		no bid		no bid		no bid		no bid		no bid
9	Bag, Poly 8x4x18	1000/cs	Elkay ELK-8418 15	<b>\$34.50</b>		\$41.60		no bid		no bid		no bid		no bid
10	Bag, Sandwich #6	2000/cs	California Paper Bag CLB-6SB	<b>\$7.95</b>		\$15.49		no bid		no bid		no bid		no bid



CAPISTRANO UNIFIED SCHOOL DISTRICT  
PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE

BID NO. 1213-03

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Line No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	P & R Paper Supplies Co. Unit Bid Price	A & R Wholesale Distributors Inc. Alternate Brand Name, Code # & Pack Size	A & R Wholesale Distributors Inc. Unit Bid Price	ASR Food Distributors Alternate Brand Name, Code # & Pack Size	ASR Food Distributors Unit Bid Price	Oliver Packaging & Equipment Co. Alternate Brand Name, Code # & Pack Size	Oliver Packaging & Equipment Co. Unit Bid Price	Plastic Packaging, Inc. Alternate Brand Name, Code # & Pack Size	Plastic Packaging, Inc. Unit Bid Price	The Platinum Packaging Group Alternate Brand Name, Code & Pack Size	The Platinum Packaging Group Unit Bid Price
11	Bag, Zippered Lunch Pouch	250/cs	Robbie Manufacturing ROB-11506	<b>\$44.95</b>		no bid		no bid		no bid		no bid		no bid
12	Bowl, 12 oz. Molded Fiber "Bagasse"	1000/cs	Primeware PRM-BL12	<b>\$34.45</b>	A/S	\$36.40		no bid		no bid		no bid		no bid
13	Bowl, 24 oz. Clear	252/cs	Dart DRT-C24B	<b>\$44.90</b>	A/S	\$42.80		no bid		no bid		no bid		no bid
14	Bowl, Black Micro 12/16oz.	500/cs	Anchor ANC-4605817	<b>\$38.95</b>	A/S	\$41.18		no bid		no bid		no bid		no bid
15	Box, Chinese Pagoda Pail, 1 Pint	450/cs	Golden West Paper GWP-16FPPM	<b>\$25.40</b>	Fold Pak	\$26.19		no bid		no bid		no bid		no bid

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE**

**BID NO. 1213-03**

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Line No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	<b>P &amp; R Paper Supplies Co. Unit Bid Price</b>	A & R Wholesale Distributors Inc. Alternate Brand Name, Code # & Pack Size	A & R Wholesale Distributors Inc. Unit Bid Price	ASR Food Distributors Alternate Brand Name, Code # & Pack Size	ASR Food Distributors Unit Bid Price	Oliver Packaging & Equipment Co. Alternate Brand Name, Code # & Pack Size	Oliver Packaging & Equipment Co Unit Bid Price	Plastic Packaging, Inc. Alternate Brand Name, Code # & Pack Size	Plastic Packaging Inc. Unit Bid Price	The Platinum Packaging Group Alternate Brand Name, Code & Pack Size	The Platinum Packaging Group Unit Bid Price
16	Container, 2 Pocket Dipping	500/cs	Parpak PARPAK- 82612	<b>\$43.45</b>	A/S	\$42.74		no bid		no bid		no bid		no bid
17	Container, Black Portion Tray 8 oz.	1000/cs	Parpak	<b>\$25.40</b>	A/S	\$24.98		no bid		no bid		no bid		no bid
18	Container, White Food 8 oz.(Soups, Chili)	1000/cs	Lollicup	<b>\$44.00</b>	A/S	\$51.00		no bid		no bid		no bid		no bid
19	Container, Lunch Box, Clear Shallow	500/cs	Parpak PAR- 02010	<b>\$61.00</b>	A/S	\$61.43		no bid		no bid		no bid		no bid
20	Cup, 12 oz. Hot Beverage "Café Design"	1000/cs	DART DRT=12X 12G	<b>\$28.50</b>		\$28.25		no bid		no bid		no bid		no bid

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
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21	Cup, Clear Old Fashioned 9 oz.	1000/cs	Fabikal FAB- KC90F	<b>\$48.40</b>		\$57.80		no bid		no bid		no bid		no bid
22	Cup, Plastic Portion 2oz.	2500/cs	Solo SOL- 151330	<b>\$22.00</b>		\$22.05		no bid		no bid		no bid		no bid
23	Cup, Plastic Portion 5.5 oz.UR55	2500/cs	Solo SOL- 141323	<b>\$44.45</b>		\$55.90		no bid		no bid		no bid		no bid
24	Cup, Pleated Paper 3.5 oz.	2500/cs	Genpak GPK- W450F	<b>\$42.00</b>		\$34.64		no bid		no bid		no bid		no bid
25	Cup,"Munchie "2.5 oz.	1000/cs	Solo SOL- GF24	<b>\$47.45</b>		no bid		no bid		no bid		no bid		no bid

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
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26	Lid, PP Dome Lid for 12-24 oz.	500/cs	Anchor ANC-LH5800D	<b>\$34.45</b>		\$43.20		no bid		no bid		no bid		no bid
27	Lid, Dome for 24-64oz.	252/cs	Dart DRT-C64BDL	<b>\$48.30</b>	A/S	\$47.89		no bid		no bid		no bid		no bid
28	Lid, PL4 Clear (3.25-5.5 oz.)	2500/cs	Solo SOL-151332	<b>\$32.85</b>	Dowell	\$28.94		no bid		no bid		no bid		no bid
29	Lid, PL2 Clear (1.5-2.5 oz.)	2500/cs	Solo SOL-151331	<b>\$22.30</b>	Dowell	\$18.39		no bid		no bid		no bid		no bid
30	Lid, PP Flat Lid (8 oz. white food container)	1000/cs	Lollicup LLC-KL95PP	<b>\$27.80</b>	A/S	\$22.98		no bid		no bid		no bid		no bid

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31	Lid, 8 oz. Portion Tray	1000/cs	Parpak PAR- 21879	<b>\$24.00</b>	A/S	\$24.32		no bid		no bid		no bid		no bid
32	Fork, Plastic Medium Weight	1000/cs	Nutra- bond NTR- 3640	<b>\$5.65</b>	Lollicup	\$5.29		no bid		no bid		no bid		no bid
33	Knife, Plastic Medium Weight	1000/cs	Nutra- bond NTR- 3641	<b>\$5.65</b>	Lollicup	\$5.29		no bid		no bid		no bid		no bid
34	Spoon, Plastic Medium Weight	1000/cs	Nutra- bond NTR- 3642	<b>\$5.65</b>	Lollicup	\$5.29		no bid		no bid		no bid		no bid
35	Spoon, Soup Plastic Medium Weight	1000/cs	Nutra- bond NTR- 3643	<b>\$5.65</b>	Lollicup	\$5.29		no bid		no bid		no bid		no bid

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36	M/W Kit w/spike straw	1000/cs	Nutra- bond NTR- 3608P	<b>\$11.75</b>	Dowell	\$12.11	ASR Green #99907 1000/ct\	\$11.27		no bid		no bid		no bid
37	M/W Kit Adult, X- Heavy K,F, S, Napkin	250/cs	Max Packaging MAX58G B4BLK	<b>\$35.95</b>		no bid		no bid		no bid		no bid		no bid
38	Napkin, Cocktail Black	1000/cs	Hoff- master HOF- 020389	<b>\$17.40</b>		no bid		no bid		no bid		no bid		no bid
39	Napkin, Cocktail Orange	4000/cs	Patterson PAT- 1078240	<b>\$125.90</b>		no bid		no bid		no bid		no bid		no bid
40	Napkin, Cocktail Red	1000/cs	Hoff- master HOF- 020381	<b>\$17.40</b>		no bid		no bid		no bid		no bid		no bid

CAPISTRANO UNIFIED SCHOOL DISTRICT  
PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE  
BID NO. 1213-03

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Line No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	P & R Paper Supplies Co. Unit Bid Price	A & R Wholesale Distributors Inc. Alternate Brand Name, Code # & Pack Size	A & R Wholesale Distributors Inc. Unit Bid Price	ASR Food Distributors Alternate Brand Name, Code # & Pack Size	ASR Food Distributors Unit Bid Price	Oliver Packaging & Equipment Co. Alternate Brand Name, Code # & Pack Size	Oliver Packaging & Equipment Co Unit Bid Price	Plastic Packaging, Inc. Alternate Brand Name, Code # & Pack Size	Plastic Packaging Inc. Unit Bid Price	The Platinum Packaging Group Alternate Brand Name, Code & Pack Size	The Platinum Packaging Group Unit Bid Price
41	Napkin, Cocktail White	4000/cs	SCA Tissue North America SCA-B1241	<b>\$13.55</b>		no bid		no bid		no bid		no bid		no bid
42	Napkin, Hynap Tallfold	10000/cs	Total Paper & Packaging ANP-713TFN	<b>\$21.15</b>	Royal	\$23.50		no bid		no bid		no bid		no bid
43	Foil Sheets Medallion 12x10.75	2400/cs	Handi-foil HFA-21215	<b>\$45.40</b>	A/S	\$55.50		no bid		no bid		no bid		no bid
44	Film, Wrapmaster 12x200	2 rolls/cs	NP & PC WPL-172	<b>\$35.00</b>		no bid		no bid		no bid		no bid		no bid
45	Film, Wrapmaster 18x2000	2 rolls/cs	NP & PC WPL-804	<b>\$41.40</b>		no bid		no bid		no bid		no bid		no bid

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE**  
**BID NO. 1213-03**

**RECAP**

Line No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	<b>P &amp; R Paper Supplies Co. Unit Bid Price</b>	A & R Wholesale Distributors Inc. Alternate Brand Name, Code # & Pack Size	A & R Wholesale Distributors Inc. Unit Bid Price	ASR Food Distributors Alternate Brand Name, Code # & Pack Size	ASR Food Distributors Unit Bid Price	Oliver Packaging & Equipment Co. Alternate Brand Name, Code # & Pack Size	Oliver Packaging & Equipment Co Unit Bid Price	Plastic Packaging, Inc. Alternate Brand Name, Code # & Pack Size	Plastic Packaging Inc. Unit Bid Price	The Platinum Packaging Group Alternate Brand Name, Code & Pack Size	The Platinum Packaging Group Unit Bid Price
46	Foil, Wrapmaster 18x500	2 rolls/cs	NP & PC WPL-822	<b>\$52.00</b>		no bid		no bid		no bid		no bid		no bid
47	Foil, Mexiwrap 10.5x14 "Chipotles"	2500/cs	Bagcraft Papercon PPC-400028	<b>\$67.45</b>		no bid		no bid		no bid		no bid		no bid
48	Foil, Green Design Print 10.5x14	2000/cs	Bagcraft Papercon PPC-300845	<b>\$47.90</b>		no bid		no bid		no bid		no bid		no bid
49	Foil, Sheets 12x10.75	2400/cs	Pactiv Corp RYN-720	<b>\$45.40</b>		\$55.60		no bid		no bid		no bid		no bid
50	Pick Up Tissue	10000/cs	Bagcraft Papercon PPC-TF6	<b>\$3.50</b>		\$28.20		no bid		no bid		no bid		no bid



**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE**  
**BID NO. 1213-03**

**RECAP**

Line No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	<b>P &amp; R Paper Supplies Co. Unit Bid Price</b>	A & R Wholesale Distributors Inc. Alternate Brand Name, Code # & Pack Size	A & R Wholesale Distributors Inc. Unit Bid Price	ASR Food Distributors Alternate Brand Name, Code # & Pack Size	ASR Food Distributors Unit Bid Price	Oliver Packaging & Equipment Co. Alternate Brand Name, Code # & Pack Size	Oliver Packaging & Equipment Co Unit Bid Price	Plastic Packaging, Inc. Alternate Brand Name, Code # & Pack Size	Plastic Packaging Inc. Unit Bid Price	The Platinum Packaging Group Alternate Brand Name, Code & Pack Size	The Platinum Packaging Group Unit Bid Price
51	Menu Tissue, White 12x12	10000/cs	McNairn Packaging MCN- 041020	<b>\$71.00</b>		no bid		no bid		no bid		no bid		no bid
52	Wax Paper, "Southwest" 12x12	5000/cs	Bagcraft Papercon PPC- 300365	<b>\$57.40</b>		no bid		no bid		no bid		no bid		no bid
53	Menu Tissue, Grease Resistant "Yellow" 12x12	5000/cs	USA Paper & Packaging USA- YFC112	<b>\$42.90</b>		\$54.99		no bid		no bid		no bid		no bid
54	Wrap, "Red Check" 12x12	5000/cs	Bagcraft Papercon PPC- 057700	<b>\$57.40</b>		\$54.99		no bid		no bid		no bid		no bid
55	Pan, Hotel Disposable ½ pan size	100/cs	Handi-foil HFA-321- 35	<b>\$22.95</b>		\$21.45		no bid		no bid		no bid		no bid

CAPISTRANO UNIFIED SCHOOL DISTRICT  
PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE  
BID NO. 1213-03

RECAP

Line No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	P & R Paper Supplies Co. Unit Bid Price	A & R Wholesale Distributors Inc. Alternate Brand Name, Code # & Pack Size	A & R Wholesale Distributors Inc. Unit Bid Price	ASR Food Distributors Alternate Brand Name, Code # & Pack Size	ASR Food Distributors Unit Bid Price	Oliver Packaging & Equipment Co. Alternate Brand Name, Code # & Pack Size	Oliver Packaging & Equipment Co. Unit Bid Price	Plastic Packaging, Inc. Alternate Brand Name, Code # & Pack Size	Plastic Packaging, Inc. Unit Bid Price	The Platinum Packaging Group Alternate Brand Name, Code & Pack Size	The Platinum Packaging Group Unit Bid Price
56	Pan, Hotel Disposable full pan size	50/cs	Handi-foil HFA-2019-001	<b>\$33.45</b>		\$30.30		no bid		no bid		no bid		no bid
57	Carry Tray, Plaid Cardboard	500/cs	LA Paper Box PNR-CT963L	<b>\$15.45</b>		\$15.29	Golden West #kma-582 4/125 ct = 500 ct	\$15.09		no bid		no bid		no bid
58	Tray, 1 Cell Portion 3-3/4"x3-3/4"x1-1/4"	1000/cs	SL-33	<b>\$41.00</b>		no bid		no bid		no bid		\$38.35	PPT Platinum PT 102 MIN. ORDER 1 PALLET	\$101.90
59	Tray, 1 Compartment Foil	1000/cs	Handi-foil HFA-4102-30	<b>\$58.90</b>	A/S	\$85.75		no bid		no bid		no bid		no bid
60	Tray, Foil School Feed Pan Hot Dog	1000/cs	Handi-foil HFA-4100-30	<b>\$63.40</b>	A/S	\$75.55		no bid	Oliver #61076 810/cs	\$80.41	Oliver #61076 810/cs	no bid		no bid

CAPISTRANO UNIFIED SCHOOL DISTRICT  
PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE  
BID NO. 1213-03

RECAP

Line No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	P & R Paper Supplies Co. Unit Bid Price	A & R Wholesale Distributors Inc. Alternate Brand Name, Code # & Pack Size	A & R Wholesale Distributors Inc. Unit Bid Price	ASR Food Distributors Alternate Brand Name, Code # & Pack Size	ASR Food Distributors Unit Bid Price	Oliver Packaging & Equipment Co. Alternate Brand Name, Code # & Pack Size	Oliver Packaging & Equipment Co Unit Bid Price	Plastic Packaging, Inc. Alternate Brand Name, Code # & Pack Size	Plastic Packaging Inc. Unit Bid Price	The Platinum Packaging Group Alternate Brand Name, Code & Pack Size	The Platinum Packaging Group Unit Bid Price
61	Tray, Foil School Feed H. Burger	1000/cs	Handi-foil	<b>\$63.40</b>	A/S	\$70.35		no bid	Oliver #61077 810/cs	\$80.41	Oliver #61077 810/cs	no bid		no bid
62	Tray, Food 1#	1000/cs	Golden West Paper GWP-KB100	<b>\$13.45</b>	Wallace	\$13.90		no bid		no bid		no bid		no bid
63	Tray, Food 3#	1000/cs	Southern Champion sou-0566	<b>\$12.90</b>	Wallace	\$14.85		no bid		no bid		no bid		no bid
64	Tray, 5 Compartment, Molded Fiber	500/cs	Huh-tamaki CHI-22025	<b>\$47.40</b>		no bid		no bid	Oliver #60986 500/cs	no bid		no bid		no bid
65	Tray, Portion 3-3/4"x3-3/4"x1-3/4"	1000/cs	3355	<b>\$23.90</b>		no bid		no bid		no bid	Plastic Pkg. #3335 mim. Order of 60 cases	\$40.44		no bid

CAPISTRANO UNIFIED SCHOOL DISTRICT  
PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE

BID NO. 1213-03

RECAP

Line No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	P & R Paper Supplies Co. Unit Bid Price	A & R Wholesale Distributors Inc. Alternate Brand Name, Code # & Pack Size	A & R Wholesale Distributors Inc. Unit Bid Price	ASR Food Distributors Alternate Brand Name, Code # & Pack Size	ASR Food Distributors Unit Bid Price	Oliver Packaging & Equipment Co. Alternate Brand Name, Code # & Pack Size	Oliver Packaging & Equipment Co. Unit Bid Price	Plastic Packaging, Inc. Alternate Brand Name, Code # & Pack Size	Plastic Packaging Inc. Unit Bid Price	The Platinum Packaging Group Alternate Brand Name, Code & Pack Size	The Platinum Packaging Group Unit Bid Price
66	Tray, Pressware 4x4 inch	1500/cs	Pressware PRW-PCS 4412	<b>\$105.00</b>		no bid		no bid		no bid		no bid	PPT Platinum PT 102 MIN. ORDER 1 PALLET (24/CS)	\$101.98
67	Plate, 6 inch black or white foam	1000/cs	Genpak GPK-LAM06-31	<b>\$17.40</b>	Dart 1,000/cs	\$16.72		no bid		no bid		no bid		no bid
68	Plate, 9 inch black or white foam	500/cs	Genpak GPK-LAM09-3L	<b>\$13.95</b>	Dart 1,000/cs	\$12.80		no bid		no bid		no bid		no bid
69	Stirrer, Plastic 5 inch	10000/cs	DIS-ST5CF	<b>\$10.25</b>		\$19.57		no bid		no bid		no bid		no bid
70	Wrapmaster Dispenser for 12 inch film	1	NP & PC WPL-12WMP	<b>\$21.00</b>		no bid		no bid		no bid		no bid		no bid

CAPISTRANO UNIFIED SCHOOL DISTRICT  
PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE

BID NO. 1213-03

RECAP

Line No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	P & R Paper Supplies Co. Unit Bid Price	A & R Wholesale Distributors Inc. Alternate Brand Name, Code # & Pack Size	A & R Wholesale Distributors Inc. Unit Bid Price	ASR Food Distributors Alternate Brand Name, Code # & Pack Size	ASR Food Distributors Unit Bid Price	Oliver Packaging & Equipment Co. Alternate Brand Name, Code # & Pack Size	Oliver Packaging & Equipment Co. Unit Bid Price	Plastic Packaging, Inc. Alternate Brand Name, Code # & Pack Size	Plastic Packaging, Inc. Unit Bid Price	The Platinum Packaging Group Alternate Brand Name, Code & Pack Size	The Platinum Packaging Group Unit Bid Price
71	Wrapmaster Dispenser for 18 inch film		NP & PC WPL-18WMP	<b>\$31.00</b>		no bid		no bid		no bid		no bid		no bid
72	Scouring pad, thin - green	1000/cs	ACS Industries ACS-S096	<b>\$10.50</b>	A/S	\$13.35		no bid		no bid		no bid		no bid
73	Apron, Plastic Disposable	1000/cs	Goldmax GOL1532	<b>\$31.50</b>	A/S	\$29.54		no bid		no bid		no bid		no bid
74	Glove, Elastique Large	1000/cs	Goldmax GOL-8561	<b>\$34.90</b>	Handgard	\$15.56		no bid		no bid		no bid		no bid
75	Glove, Elastique Medium	1000/cs	Goldmax GOL-7571	<b>\$34.90</b>	Handgard	\$15.56		no bid		no bid		no bid		no bid

CAPISTRANO UNIFIED SCHOOL DISTRICT  
PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE  
BID NO. 1213-03

RECAP

Line No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	P & R Paper Supplies Co. Unit Bid Price	A & R Wholesale Distributors Inc. Alternate Brand Name, Code # & Pack Size	A & R Wholesale Distributors Inc. Unit Bid Price	ASR Food Distributors Alternate Brand Name, Code # & Pack Size	ASR Food Distributors Unit Bid Price	Oliver Packaging & Equipment Co. Alternate Brand Name, Code # & Pack Size	Oliver Packaging & Equipment Co. Unit Bid Price	Plastic Packaging, Inc. Alternate Brand Name, Code # & Pack Size	Plastic Packaging, Inc. Unit Bid Price	The Platinum Packaging Group Alternate Brand Name, Code & Pack Size	The Platinum Packaging Group Unit Bid Price
76	Glove, Elastic Small	1000/cs	Goldmax GOL-7581	<b>\$34.90</b>	Handgard	\$15.56		no bid		no bid		no bid		no bid
77	Glove, Plastic Disposable	10000/CS	Goldmax GOL 1502	<b>\$39.50</b>	A/S	\$43.25		no bid		no bid		no bid		no bid
78	Gloves, Rubber Medium "Yellow"	12/cs	Goldmax 1062	<b>\$5.65</b>	A/S	\$44.50		no bid		no bid		no bid		no bid
79	Cap, Bouffant 21" White	1000/cs	Cellucap CEL-B1400HS	<b>\$22.95</b>		\$20.80		no bid		no bid		no bid		no bid
80	Kleenex Tissue	48/cs		<b>\$65.90</b>		\$14.55		no bid		no bid		no bid		no bid

CAPISTRANO UNIFIED SCHOOL DISTRICT  
PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE  
BID NO. 1213-03

RECAP

Line No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	P & R Paper Supplies Co. Unit Bid Price	A & R Wholesale Distributors Inc. Alternate Brand Name, Code # & Pack Size	A & R Wholesale Distributors Inc. Unit Bid Price	ASR Food Distributors Alternate Brand Name, Code # & Pack Size	ASR Food Distributors Unit Bid Price	Oliver Packaging & Equipment Co. Alternate Brand Name, Code # & Pack Size	Oliver Packaging & Equipment Co Unit Bid Price	Plastic Packaging, Inc. Alternate Brand Name, Code # & Pack Size	Plastic Packaging, Inc. Unit Bid Price	The Platinum Packaging Group Alternate Brand Name, Code & Pack Size	The Platinum Packaging Group Unit Bid Price
81	Trash Liner, Black 23x17x46, 45 gallon	100/cs	Fortune Plastics FOP-BK49BK	<b>\$13.90</b>		\$14.95		no bid		no bid		no bid		no bid
82	Pan Liner, 16x24 GPQ	1000/cs	Patterson PAT-24-5161	<b>\$25.40</b>		\$25.49		no bid		no bid		no bid		no bid
83	Pan Liner, 21x13 full size deep	50/cs	Pansaver PAN-42002	<b>\$27.40</b>		\$24.00		no bid		no bid		no bid		no bid
84	Oven Mitt, 17" Pyrotex	72 pair/cs	John Ritzen-thaler Company ARD-2px27bet	<b>\$4.50</b>		\$11.68		no bid		no bid		no bid		no bid

CAPISTRANO UNIFIED SCHOOL DISTRICT  
 San Juan Capistrano, California

**V. BID FORM AND AGREEMENT**

- A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following

Item No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	Alternate Brand Name, Code # & Pack Size	Estimated Yearly Usage	Unit Bid Price	Extended Price Total
	<b>BAGS</b>						
1.	Bag, Brown Lunch 6 lb.	500/cs	Duro Bag DUR-6LB		86	7.25	623.50
2.	Bag, Brown Lunch 6 lb. "Printed Design"	1,000/cs	BAGCRAFT "200"		5	47.85	239.25
3.	Foil Bag, Printed "Fresh-Delicious"	1000/cs	Bagcraft Papercon PPC453028		14	53.00	742.00
4.	Foil Bag, Printed "Chicken"	1000/cs	Bagcraft Papercon PPC-444492		13	24.40	317.20
5.	Freezer Bag, 18x24	250/cs	Foodhandler FDH-FS1824		10	10.25	102.50
6.	Bag, Hot Vented Ovenable 7.5x11.75	5000/cs	EPAC HB7511		3	— No Quote —	



Item No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	Alternate Brand Name, Code # & Pack Size	Estimated Yearly Usage	Unit Bid Price	Extended Price Total
7.	Bag, Non Vent Cold 6x8.75	5000/cs	EPAC CD-68NV		3		
						No-Quote	
8.	Bag, Non Vent Cold 7.5x11	5000/cs	EPAC CD-7511NV		3		
						No-Quote	
9.	Bag, Poly 8x4x18	1000/cs	Elkay ELK-8418-15		10		
						34.50	345.00
10.	Bag, Sandwich #6	2000/cs	California Paper Bag CLB—6SB		7		
						7.95	55.65
11.	Bag, Zippered Lunch Pouch	250/cs	Robbie Manufacturing ROB-11506		6		
						44.95	269.70
	CONTAINERS/BOWLS/ CUPS						
12.	Bowl, 12 oz. Molded Fiber "Bagasse"	1000/cs	Primeware PRM-BL12		5		
						34.45	172.25
13.	Bowl, 24 oz. Clear	252/cs	Dart DRT-C24B		112		
						44.90	5028.80
14.	Bowl, Black Micro 12/16oz.	500/cs	Anchor ANC-4605817		33		
						38.95	1285.35
15.	Box, Chinese Pagoda Pail, 1 Pint	450/cs	Golden West Paper GWP-16FP-PMW		60		
						25.40	1524.00

**Bid Form and Agreement**  
**Page 16**

Item No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	Alternate Brand Name, Code # & Pack Size	Estimated Yearly Usage	Unit Bid Price	Extended Price Total
27.	Lid, Dome for 24-64oz.	252/cs	Dart DRT- C64BDL		115	48.30	5554.50
28.	Lid, PL4 Clear (3.25-5.5 oz.)	2500/cs	Solo SOL-151332		6	32.85	197.10
29.	Lid, PL2 Clear (1.5-2.5 oz.)	2500/cs	Solo SOL151331		11	22.30	245.30
30.	Lid, PP Flat Lid (8 oz. white food container	1000/cs	Lollicup LLC-KL95PP		15	27.80	417.00
31.	Lid, 8 oz. Portion Tray	1000/cs	Parpak PAR-21879		30	24.00	720.00
<b>UTENCILS/CUTLERY</b>							
32.	Fork, Plastic Medium Weight	1000/cs	Nutrabond NTR-3640		127	5.65	717.55
33.	Knife, Plastic Medium Weight	1000/cs	Nutrabond NTR-3641		10	5.65	56.50
34.	Spoon, Plastic Medium Weight	1000/cs	Nutrabond NTR-3642		60	5.65	339.00
35.	Spoon, Soup Plastic Medium Weight	1000/cs	Nutrabond NTR-3643		10	5.65	56.50
36.	M/W Kit w/spike straw	1000/cs	Nutrabond NTR-3608P		1421	11.75	16696.75
37.	M/W Kit Adult, X-Heavy K,F, S, Napkin	250/cs	Max Packaging MAX- 58GB4BLK		2	35.95	71.90

Item No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	Alternate Brand Name, Code # & Pack Size	Estimated Yearly Usage	Unit Bid Price	Extended Price Total
<b>NAPKINS</b>							
38.	Napkin, Cocktail Black	1000/cs	Hoffmaster HOF-020389 57029		2	17.40	34.80
39.	Napkin, Cocktail Orange	4000/cs	Patterson PAT-1078240		2	125.90	251.80
40.	Napkin, Cocktail Red	1000/cs	Hoffmaster HOF-020381 57002		2	17.40	34.80
41.	Napkin, Cocktail White	4000/cs	SCA Tissue North America SCA-B1241	PATTERSON 1078124	2	13.55	27.10
42.	Napkin, Hynap Tallfold	10000/cs	Total Paper & Packaging ANP-713TFN		36	21.15	761.40
<b>WRAPS/FOILS</b>							
43.	Foil Sheets Medallion 12x10.75	2400/cs	Handi-foil HFA-21215		37	45.40	1679.80
44.	Film, Wrapmaster 12x200	2 rolls/cs	NP & PC WPL-172		27	35.00	945.00
45.	Film, Wrapmaster 18x2000	2 rolls/cs	NP & PC WPL-804		6	41.40	248.40
46.	Foil, Wrapmaster 18x500	2 rolls/cs	NP & PC WPL-822		10	52.00	520.00
47.	Foil, Mexiwrap 10.5x14 "Chipotles"	2500/cs	Bagcraft Papercon PPC-400028		22	67.45	1483.90

Item No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	Alternate Brand Name, Code # & Pack Size	Estimated Yearly Usage	Unit Bid Price	Extended Price Total
48.	Foil, Green Design Print 10.5x14	2000/cs	Bagcraft Papercon PPC-300845		23	47.90	1101.70
49.	Foil, Sheets 12x10.75	2400/cs	Pactiv Corp RYN-720	HFA 21215	4	45.40	181.60
50.	Pick Up Tissue	10000/cs	Bagcraft Papercon PPC-TF6	McNairn 103301	70	3.50	245.00
51.	Menu Tissue, White 12x12	10000/cs	McNairn Packaging MCN-041020		2	71.00	142.00
52.	Wax Paper, "Southwest" 12x12	5000/cs	Bagcraft Papercon PPC-300365		4	57.40	229.60
53.	Menu Tissue, Grease Resistant "Yellow" 12x12	5000/cs	USA Paper & Packaging USA-YFC112	McNairn 018076	8	42.90	343.20
54.	Wrap, "Red Check" 12x12	5000/cs	Bagcraft Papercon PPC-057700		17	57.40	975.80
<b>TRAYS</b>							
55.	Pan, Hotel Disposable 1/2 pan size	100/cs	Handi-foil HFA-321-35		5	22.95	114.75
56.	Pan, Hotel Disposable full pan size	50/cs	Handi-foil HFA-2019-00		5	33.45	167.25
57.	Carry Tray, Plaid Cardboard	500/cs	LA Paper Box PNR-CT963L		5195	15.45	80262.75

Item No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	Alternate Brand Name, Code # & Pack Size	Estimated Yearly Usage	Unit Bid Price	Extended Price Total
58.	Tray, 1 Cell Portion 3-3/4"x3-3/4"x1-1/4"	1000/cs	SL-33	<i>POR-PAX</i> <i>'2183B</i>	10	<i>41.00</i>	<i>410.00</i>
59.	Tray, 1 Compartment Foil	1000/cs	Handi-foil HFA-4102-30		192	<i>58.90</i>	<i>11308.80</i>
60.	Tray, Foil School Feed Pan Hot Dog	1000/cs	Handi-foil HFA-4100-30		56	<i>63.40</i>	<i>3550.40</i>
61.	Tray, Foil School Feed H-Burger	1000/cs	Handi-foil HFA-4101-30		210	<i>63.40</i>	<i>13314.00</i>
62.	Tray, Food 1#	1000/cs	Golden West Paper GWP-KB100		35	<i>13.45</i>	<i>470.75</i>
63.	Tray, Food 3#	1000/cs	Southern Champion SOU-0566	<i>GOLDEN</i> <i>WEST</i> <i>'KB300</i>	30	<i>12.90</i>	<i>387.00</i>
64.	Tray, 5 Compartment, Molded Fiber	500/cs	Huhtamaki CHI-22025		2	<i>47.40</i>	<i>94.80</i>
65.	Tray, Portion 3-3/4"x3-3/4"x1-3/4"	1000/cs	3355	<i>POR PAX</i> <i>'21927</i>	5	<i>23.90</i>	<i>119.50</i>
66.	Tray, Pressware 4x4 inch	1500/cs	Pressware PRW-PCS-4412		5	<i>105.00</i>	<i>525.00</i>
67.	Plate, 6 inch black or white foam	1000/cs	Genpak GPK-LAM06-31	<i>PACTIV</i> <i>'THI-0006</i>	2	<i>17.40</i>	<i>34.80</i>

Item No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	Alternate Brand Name, Code # & Pack Size	Estimated Yearly Usage	Unit Bid Price	Extended Price Total
68.	Plate, 9 inch black or white foam	500/cs	Genpak GPK-LAM09-3L	REACTIV -THI-0009	10	13.95	139.50
	<b>MISCELLANEOUS</b>						
69.	Stirrer, Plastic 5 inch	10000/cs	DIS-ST5CF	NATIONAL '420122	2	10.25	20.50
70.	Wrapmaster Dispenser for 12 inch film	1	NP & PC WPL-12WMP		2	21.00	42.00
71.	Wrapmaster Dispenser for 18 inch film	1	NP & PC WPL-18WMP		2	31.00	62.00
72.	Scouring pad, thin - green	6/10	ACS Industries ACS-SO96		5	10.50	52.50
73.	Apron, Plastic Disposable	1000/cs	Goldmax GOL-1532		9	31.50	283.50
74.	Glove, Elastique Large	1000/cs	Goldmax GOL-7561		35	34.90	1221.50
75.	Glove, Elastique Medium	1000/cs	Goldmax GOL-7571		85	34.90	2966.50
76.	Glove, Elastique Small	1000/cs	Goldmax GOL-7581		11	34.90	383.90
77.	Glove, Plastic Disposable	10000/cs	Goldmax GOL-1502		5	39.50	197.50

Item No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	Alternate Brand Name, Code # & Pack Size	Estimated Yearly Usage	Unit Bid Price	Extended Price Total
78.	Gloves, Rubber Medium "Yellow"	12/cs	Goldmax GOL-1062	LIFELUM • 4203	20	5.65	113.00
79.	Cap, Bouffant 21" White	1000/cs	Cellucap CEL-B1400HS	GOLDMAX • 20251	3	22.95	68.85
80.	Kleenex Tissue	48/cs	48/125	KLEENEX • 21606	5	65.90	329.50
81.	Trash Liner, Black 23x17x46, 45 gallon	100/cs	Fortune Plastics FOP-BK48BK		45	13.90	625.50
82.	Pan Liner, 16x24 GPQ	1000/cs	Patterson PAT-2405161		257	25.40	6527.80
83.	Pan Liner, 21x13 full size deep	50/cs	Pansaver PAN-42002		143	27.40	3918.20
84.	Oven Mitt, 17" Pyrotex	72 pair/cs	John Ritzenthaler Company ARD-2PX27BET		96	4.50/pr	432.00

- B. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.
- C. Bidder agrees to complete the order within **24 hours** after receipt of order.



- D. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.
- E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of Ca, and that Lindsey Enrichen whose title is School Sales authorized to act for and bind the corporation.
- F. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.
- G. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.
- H. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions:
- \_\_\_ Yes, other public agencies may purchase from this Bid.
- X No, other public agencies may not purchase from this Bid.
- I. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.
- Extension option for one year: X option granted \_\_\_ option not granted
- Extension option for a second year: X option granted \_\_\_ option not granted
- J. The Bidder attests to having read and understands all documents contained and referenced in this bid.
- K. I, Lindsey Enrichen, the School Sales (title) of the Bidder hereby certify under penalty of perjury under the laws of the State of California that all the information

submitted by the Bidder in connection with this bid and all the representations herein made  
are true and correct.

COMPANY

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

Signed by: Luhm Luhm

Date: 6/11/12

Business Address: 1898 E. Colton Ave  
Redlands, Ca 92374

PARTNERSHIP

Name \_\_\_\_\_

Signed by: \_\_\_\_\_, Partner

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

Business Address: \_\_\_\_\_

Other Partners: \_\_\_\_\_

CORPORATION

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

(a California Corporation\*)

Business Address: 1898 E. Colton Ave  
Redlands, Ca 92374

Signed by: Joseph A. Mailing, President\*\*,

Dated: 6/11/12

\* A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

\*\* Or local official empowered to bind the Corporation.

**JOINT VENTURE**

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

Signed by: \_\_\_\_\_, Joint Venturer

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

Business Address: \_\_\_\_\_  
\_\_\_\_\_

**Other Parties to Joint Venture:**

If an individual \_\_\_\_\_

(Signed)

Doing Business as: \_\_\_\_\_

If a Partnership: \_\_\_\_\_

Signed by: \_\_\_\_\_, Partner

If a Corporation: \_\_\_\_\_

(a \_\_\_\_\_ Corporation)

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

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

**AGREEMENT ACCEPTED  
BY DISTRICT**

Signed by: \_\_\_\_\_

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

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

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

**CONTRACT TERM**

**Page 30 of 30**

The term of this base contract is for one year beginning July 26, 2012 through June 30, 2013, with two (2) one-year renewal terms at the option of the Board of Trustees.

Bid Form and Agreement  
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236 Annual cost of products requested by District and provided by Vendor under this contract shall not exceed \$208,000.00. This amount may be increased by mutual agreement of both parties.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of July 25, 2012  
Classified Employees

**ACCEPT RESIGNATIONS/TERMINATIONS**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Effenberger, Patricia	BIngl Clerk	Voluntary	04/10/2001	08/01/2012
2. Elliott, Christie	Occupational Therapist	Child Care	03/29/2010	07/27/2012
3. Embry, Sherrie	Inst Asst	Voluntary	02/28/2007	07/05/2012
4. Kaltenbach, Nancy	Elem Sch Office Mgr	Retirement	08/10/1999	06/27/2012
5. Ochoa, Denise	Substitute Clerk	Voluntary	03/29/2012	07/02/2012
6. Ontiveros, Lisa	Health Asst	Voluntary	12/12/2011	05/30/2012
7. Rivera, Miguel	Sch Bus Driver	Retirement	09/02/1997	09/28/2012
8. Shetley, Jean	Student Supvr	Moving	09/07/2011	06/19/2012
9. Utterback, Darren	Head Coach	District Initiated	03/27/2002	07/17/2012

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
10. Chung, Cecilia	BIngl Elem Sch Clerk (10.5mo/40hpw)	\$2,901.12 mo	R27-1	07/26/2012
11. Contreras, Roxana	BIngl Elem Sch Clerk (10.5mo/40hpw)	\$2,901.12 mo	R27-1	07/26/2012
12. Mann, Katherine	Academic Advisor (10.75mo/40hpw)	\$3,534.73 mo	R35-1	07/26/2012

<u>Name</u>	<u>Recall from Layoff</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
13. Angotti, Irene	Inst Asst (9.5mo/17.5hpw)	\$15.15 hr	R19-3	09/05/2012
14. Cooper, Stephanie	Inst Asst (9.5mo/17.5hpw)	\$15.90 hr	R19-4	09/05/2012
15. Daniel, Jennifer	Inst Asst (9.5mo/17.5hpw)	\$15.90 hr	R19-4	09/05/2012
16. Hung, Shelly	Inst Asst (9.5mo/17.5hpw)	\$16.70 hr	R19-5	09/05/2012
17. Jones, Marilyn	HS Campus Supvr (9.5mo/35hpw)	\$20.33 hr	R25-6	09/05/2012
18. Lohrbach, Michelle	MS Campus Supvr (9.5mo/15hpw)	\$15.92 hr	R23-2	09/05/2012
19. Mattera, Ralph	MS Campus Supvr (9.5mo/17.5hpw)	\$15.92 hr	R23-2	09/05/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of July 25, 2012  
Classified Employees

**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Recall from Layoff</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
20. Wade, Veronica	Bngl Inst Asst-Comm Ed ESL (9.5mo/10hpw)	\$14.43 hr	R21-1	09/05/2012
21. Yim, Summer	Inst Asst (9mo/25hpw)	\$19.04 hr	R19-4	09/05/2012

<u>Name</u>	<u>Position Title</u>	<u>Displacement In Lieu of Layoff</u>	<u>Range Step</u>	<u>Effective Date</u>
22. Harnish, James	Opportunity Asst (9.5mo/40hpw)	HS Campus Supvr (9.5mo/15hpw)	R25-6	09/05/2012

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
23. Clifford, Kelli	MS Library Media Tech	\$16.33 hr	R26-1	06/30/2012
24. Cruz, Maria	Bngl Comm Svcs Liaison	\$15.16 hr	R23-1	06/30/2012
25. Daum, Marilu	Clerk	\$15.16 hr	R23-1	06/30/2012
26. Norris, Jill	MS Library Media Tech	\$16.33 hr	R26-1	06/30/2012
27. Ponce, Patricia	Student Supvr	\$10.00 hr		07/26/2012
28. Powell, Pamela	Academic Advisor	\$20.39 hr	R35-1	06/30/2012

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
29. Alcaraz, Brittany	Student Worker	\$ 8.00 hr	05/20/2012- 06/30/2012
30. Van Patten, Christina	Student Supvr	\$10.00 hr	09/05/2012
31. Sanchez, Peggy	TSS IV	\$44.75 hr	06/30/2012- 12/13/2012

**APPROVE CIF CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
32. Utterback, Darren	Volleyball, Varsity Head	Capistrano Valley HS	\$326.10	05/03/2012- 05/12/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

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Classified Employees

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
33. Boshers, Tiffany	Strength/Conditioning	Capistrano Valley HS	\$ 1,000.00	06/20/2012-09/12/2012
34. Carter, Roger	Percussion Instructor	Dana Hills HS	\$ 2,500.00	07/20/2012-08/23/2012
35. Devitt, Benjamin	Brass Coach	Dana Hills HS	\$ 5,500.00	07/17/2012-06/25/2013
36. Emerzian, Jimmy	Woodwind Coach	Dana Hills HS	\$10,500.00	07/17/2012-06/25/2013
37. Park, Randy	Strength/Exercise	San Juan Hills HS	\$ 4,000.00	09/07/2012-06/20/2013
38. Tran, William	Cheer, Asst	San Juan Hills HS	\$ 5,000.00	07/02/2012-02/28/2013

**APPROVE PROMOTION**

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
39. Avant, Anthony	Custodian I (12mo/40hpw)	Custodian III (12mo/40hpw)	R30-5	07/26/2012

**APPROVE REASSIGNMENTS**

<u>Name</u>	<u>Former Position</u>	<u>Reassignment</u>	<u>Range Step</u>	<u>Effective Date</u>
40. Colburn, Marion	Accounting Tech (12mo/25hpw)	Health Asst (9.5mo/17.5hpw)	R27-2	09/05/2012

**APPROVE ASSIGNMENT ADJUSTMENTS**

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
41. LeTourneau, Sonia	Account Clerk III (10.75mo/40hpw)	Account Clerk III (12mo/40hpw)	R32-10	07/09/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

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Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
42. Abalos, Cecilia	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
43. Alaniz, Angel	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
44. Argue, Michelle	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
45. Asp, Heike	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
46. Ayon, Shari	Presch Teacher TAA NTE 6 hrs (Cleaning and packing classroom)	06/22/2012
47. Azevedo, Myrtha	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
48. Babur, Zoobia	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
49. Barajas, Delia	FS Worker TAA NTE 6 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
50. Barrueta, Jodi	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
51. Bilaver, Gordana	FS Worker TAA NTE 5 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
52. Brophy, Catherine	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
53. Burns, Kathy	Lead FS Worker II TAA NTE 8 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
54. Burwick, Sandra	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
55. Castillo, Elsa	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
56. Cervantes, Maria	Student Supvr TAA NTE 30 hrs (Student supervision during ELAC/PTA meetings)	09/05/2012- 06/19/2013
57. Chau, Monica	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
58. Claud, Anita	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
59. Cloven, Leigh	FS Worker TAA NTE 6 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
60. Collins, Greg	Lead FS Worker II TAA NTE 7 hrs (Preparing their kitchen and/or fall meals)	08/30/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of July 25, 2012  
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
61. Comes, Carla	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
62. Crowe, Carmen	Blngl Comm Svcs Liaison TAA NTE 55 hrs (Provide parent/child nutrition classes)	06/25/2012- 07/19/2012
63. Crummett, Jacquelyn	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
64. Cummings, Sue	Lead FS Worker I TAA NTE 18 hrs (Preparing their kitchen and/or fall meals)	08/28/2012- 08/30/2012
65. Dalton, Faye	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
66. Daum, Marilu	Blngl Staff Secretary TAA NTE 107 hrs (Assist with CELDT testing)	07/01/2011- 06/29/2012
67. Dawson, Jackie	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
68. Denton, Debbie	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
69. Diaz, Margarita	FS Worker TAA NTE 6 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
70. Dodson, Penny	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
71. Dorta, Debra	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
72. Dostis, Vickie	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
73. Eden, Christin	Presch Rsrc Teacher TAA NTE 48 hrs (Provide parent/child nutrition classes) TAA NTE 36 hrs (Provide teachers with nutrition education)	06/25/2012- 07/19/2012 08/01/2012- 08/31/2012
74. Escobar, Marta	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
75. Evingham, Kathleen	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
76. Fadich, Eti	FS Worker TAA NTE 5 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
77. Farias, Patricia	FS Worker TAA NTE 30 hrs (Preparing their kitchen and/or fall meals)	08/20/2012- 08/30/2012
78. Flately, Shari	FS Worker TAA NTE 6 hrs (Preparing their kitchen and/or fall meals)	08/30/2012



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

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Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
79. Forbes, Kathyrn	Inst Asst TAA NTE 40 hrs (Assist in summer intervention)	08/13/2012- 08/23/2012
80. Foster, Lupita	Student Supvr TAA NTE 30 hrs (Student supervision during ELAC/PTA meetings)	09/05/2012- 06/19/2013
81. Gallo, Sarah	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
82. Gast, Lucibel	Blngl Comm Svcs Liaison TAA NTE 55 hrs (Provide parent/child nutrition classes)	06/25/2012- 07/19/2012
83. Godinez, Rodolfo	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
84. Goodwin, Margaret	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
85. Goodwin, Robbi	Lead FS Worker II TAA NTE 8 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
86. Graf-Barker, Angelikla	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
87. Grant, Mary	Presch Teacher TAA NTE 4 hrs (Attend IEP meetings)	03/21/2012- 06/30/2012
88. Harvey, Yun	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
89. Hathorn, Pamela	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
90. Hertz, Jana	Braille Transcriber TAA NTE 80 hrs (Prepare materials for blind students)	07/01/2012- 08/31/2012
91. Hijikata, Sue	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
92. Huang, Angela	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
93. Hunt, Nancy	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
94. Hurtado, Maria	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
95. Jaime, Maria	Student Supvr TAA NTE 30 hrs (Student supervision during ELAC/PTA meetings)	09/05/2012- 06/19/2013
96. Jimenez, Joan	Inst Asst TAA NTE 40 hrs (Assist in summer intervention)	08/13/2012- 08/23/2012

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San Juan Capistrano, California

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
97. Johnson, Mary	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
98. Johnstone, Jacquelyn	Lead FS Worker II TAA NTE 8 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
99. Joiner, Ghislaine	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
100. Justesen, Wendy	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
101. Kardos, Dawn	Lead FS Worker II TAA NTE 7 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
102. Keller, Jennifer	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
103. Knittle, Leslie	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
104. Koch, Carrie	Lead FS Worker I TAA NTE 18 hrs (Preparing their kitchen and/or fall meals)	08/28/2012- 08/30/2012
105. Krycerick, Kelly	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
106. Lamb, Colleen	Lead FS Worker II TAA NTE 8 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
107. Lansen, Iris	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
108. Lantz, Jennifer	Lead FS Worker II TAA NTE 5 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
109. Lies, Karen	Lead FS Worker II TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
110. Lomonico, Sara	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
111. Long, Toni	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
112. Lorincz, Teresa	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
113. Lucero, Rita	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
114. Lynn, Stacy	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
115. Malley, Barbara	Lead FS Worker II TAA NTE 8 hrs (Preparing their kitchen and/or fall meals)	08/30/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT  
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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
116. Maltis, Sonya	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
117. Mathias, Genene	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
118. McKay, Joan	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
119. McKenna, Leonie	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
120. McQuaid, Lisa	Sub FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
121. Mendoza, Maria	FS Worker TAA NTE 30 hrs (Preparing their kitchen and/or fall meals)	08/20/2012- 08/30/2012
122. Michael, Silvert	FS Worker TAA NTE 6 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
123. Mikhael, Manal	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
124. Mirkovich, Rosanna	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
125. Montano, Teresa	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
126. Moore, Sandie	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
127. Moran, Christine	FS Worker TAA NTE 2 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
128. Morgan, Vickie	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
129. Morreale, Colleen	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
130. Muniz, Irene	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
131. Murtaugh, Sherry	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
132. Nakamura, Kazumi	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
133. Naranjo, Maria	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
134. Nelson, Karen	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT  
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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
135. Nicholas, Konstantina	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
136. Ortiz, Hilda	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
137. Ortiz, Maria	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
138. Peregrina, Gabriela	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
139. Pignone, Julie	FS Worker TAA NTE 5 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
140. Plambeck, Kathy	Lead FS Worker II TAA NTE 8 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
141. Reategui, Ana	Student Supvr TAA NTE 30 hrs (Student supervision during ELAC/PTA meetings)	09/05/2012- 06/19/2013
142. Roberts, Helen	Lead FS Worker II TAA NTE 8 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
143. Robles, Maria	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
144. Robleto, Sergio	Bngl Comm Svcs Liaison TAA NTE 20 hrs (Assist in after school program)	05/01/2012- 06/01/2012
145. Rodriguez, Laura	Lead FS Worker I TAA NTE 35 hrs (Preparing their kitchen and/or fall meals)	08/01/2012- 08/30/2012
146. Rodriguez, Magdalena	Sub FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
147. Rodriguez, Patricia	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
148. Rutledge, Lisa	FS Worker TAA NTE 6 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
149. Sample, Kelly	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
150. Sanders, Lorna	Presch Rsrc Teacher TAA NTE 66 hrs (Provide parent/child nutrition classes)	06/25/2012- 07/19/2012
151. Sangster, Sharon	FS Worker TAA NTE 6 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
152. Scott, Mary Jane	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
153. Shahrestani, Mahnaz	IF-Sp Ed TAA NTE 2.5 hrs (Attend field trip with student)	06/11/2012- 06/15/2012

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
154. Shelton, Julianne	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
155. Silva, Jose	FS Worker TAA NTE 30 hrs (Preparing their kitchen and/or fall meals)	08/20/2012-
156. Soloman, Louise	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
157. Soto, Graciela	Student Supvr TAA NTE 30 hrs (Student supervision during ELAC/PTA meetings)	08/30/2012
158. Soto, Juanita	Lead FS Worker I TAA NTE 18 hrs (Preparing their kitchen and/or fall meals)	09/05/2012-
159. Spencer, Mary Ann	Lead FS Worker II TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	06/19/2013
160. Sprong, Luanne	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/28/2012-
161. St. John, Michele	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
162. Stagner, Diane	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
163. Stilwagner, Lisa	Lead FS Worker II TAA NTE 8 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
164. Stilwell, Leslie	Lead FS Worker I TAA NTE 30 hrs (Preparing their kitchen and/or fall meals)	08/15/2012-
165. Sturgeon, Erica	Lead FS Worker II TAA NTE 8 hrs (Preparing their kitchen and/or fall meals)	09/04/2012
166. Toone, Judy	FS Elem Cashier TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
167. Trevorrow, Jan	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
168. Tucker, Cheryl	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
169. Tupper, Irene	Lead FS Worker II TAA NTE 8 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
170. Unzueta, Rebecca	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
171. Valles, Maria	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
172. Van Scheik, Jessie	FS Worker TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
	Presch Inst Asst TAA NTE 6 hrs (Cleaning and packing classroom)	06/22/2012

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
173. Vega, Buenaventura	FS Elem Cashier	08/30/2012
	TAA NTE 3 hrs (Preparing their kitchen and/or fall meals	
174. Verdugo, Annie	Blngl Inst Asst	07/01/2012-
	TAA NTE 150 hrs (Provide written IEP translation and assist with CELDT Testing)	09/04/2012
175. Von Schlegell, Helle	FS Worker	08/30/2012
	TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	
176. Vulpo, Katharine	FS Worker	08/30/2012
	TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	
177. Wehan, Julianne	FS Worker	08/30/2012
	TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	
178. Whitten, Susan	Lead FS Worker II	08/30/2012
	TAA NTE 8 hrs (Preparing their kitchen and/or fall meals)	
179. Wong, Rita	FS Worker	08/30/2012
	TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	
180. Wyman, Karen	Lead FS Worker II	08/30/2012
	TAA NTE 5 hrs (Preparing their kitchen and/or fall meals)	
181. Young, Beatriz	FS Elem Cashier	08/30/2012
	TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	
182. Zamarripa, Lorena	FS Worker	08/20/2012-
	TAA NTE 30 hrs (Preparing their kitchen and/or fall meals)	08/30/2012
183. Zamora, Marta	FS Elem Cashier	08/30/2012
	TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	
184. Zemel, Toni	FS Elem Cashier	08/30/2012
	TAA NTE 3 hrs (Preparing their kitchen and/or fall meals)	

**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED  
FOR VACANT POSITION OR ABSENT EMPLOYEE**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
185. Borruso, Enedina	Blngl Comm Svcs Liaison	Elem Sch Clerk	R26-2	08/13/2012-
	(9.5mo/17.5hpw)	Elem Sch Office Mgr	R33-1	06/20/2013
186. Leopard, Janet	Health Asst	Receptionist	R23-10	05/15/2012-
	(9.5mo/17.5hpw)			06/15/2012
187. Middleton, Lisa	Inst Asst-Sp Ed	IF-Sp Ed	R22-2	05/01/2012-
	(9.5mo/17.5hpw)			06/21/2012

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**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED  
FOR VACANT POSITION OR ABSENT EMPLOYEE (Cont.)**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
188. Werner, Marie	Elem Library Tech (9.5mo/17.5hwp)	HS Library Media Tech	R28-5	06/11/2012-
189. Willment, Marisa	Health Asst (9.5mo/17.5hwp)	Elem Sch Clerk Elem Sch Office Mgr	R26-10 R33-5	06/18/2012 08/13/2012- 06/20/2013

**APPROVE SUMMER EMPLOYMENT**

<u>Name</u>	<u>Current Position</u>	<u>Summer Position</u>	<u>Range Step</u>	<u>Effective Date</u>
190. Bonnin, Jill	Inst Asst-Sp Ed (9.5mo/17.5hwp)	Sub Inst Asst-Sp Ed	R20-1	06/25/2012-
191. Booker, Janelle	IF-Sp Ed (9.5mo/30hwp)	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-1 R20-7	07/27/2012 06/25/2012-
192. Campbell, Melissa	Inst Asst-Sp Ed (9.5mo/17.5hwp)	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-7 R20-1	07/27/2012 06/25/2012-
193. Carrera, Tammy	Sub IF-Sp Ed	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-1 R20-1	07/27/2012 06/25/2012-
194. Downhower, Susan	Sub Teacher	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-1 R20-1	07/27/2012 06/25/2012-
195. Gravatt, Shelly	Sub IF-Sp Ed	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-1 R20-1	07/27/2012 06/25/2012-
196. Grimm, Merrit	Sub IF-Sp Ed	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-1 R20-1	07/27/2012 06/25/2012-
197. Gunderson, Frances	Health Asst (9.5mo/17.5hwp)	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-1 R20-10	07/27/2012 06/25/2012-
198. Heiden, Patricia	IF-Sp Ed (9.5mo/30hwp)	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-10 R20-6	07/27/2012 06/25/2012-
199. Infante, Claudia	Blngl Comm Svcs Liaison (9.5mo/17.5hwp)	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-6 R20-1	07/27/2012 06/25/2012-
200. Koschel, Luzstell	Sub IF-Sp Ed	Sub IF-Sp Ed Sub Sch Clerk Sub Inst Asst-Sp Ed	R22-1 R26-1 R20-1	07/27/2012  06/25/2012-
201. Lareau, Lainie	Sub IF-Sp Ed	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-1 R20-1	07/27/2012 06/25/2012-
202. McCullough, Marion	Sub IF-Sp Ed	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-1 R20-1	07/27/2012 06/25/2012-
203. Micalizzi, Tracy	Sub IF-Sp Ed	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-1 R20-1	07/27/2012 06/25/2012-
		Sub IF-Sp Ed	R22-1	07/27/2012

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**APPROVE SUMMER EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Current Position</u>	<u>Summer Position</u>	<u>Range Step</u>	<u>Effective Date</u>
204. Murphy, Marissa	IF-Sp Ed (9.5mo/35hpw)	Sub Inst Asst-Sp Ed Sub IF-Sp Ed	R20-10 R22-10	06/25/2012- 07/27/2012
205. Norton, Christina	Sub IF-Sp Ed	Sub Inst Asst-Sp Ed Sub IF-Sp Ed	R20-1 R22-1	06/25/2012- 07/27/2012
206. Pitzen, John	Sub IF-Sp Ed	Sub Inst Asst-Sp Ed Sub IF-Sp Ed	R20-1 R22-1	06/25/2012- 07/27/2012
207. Sheffield, Lori	Sub IF-Sp Ed	Sub Inst Asst-Sp Ed Sub IF-Sp Ed	R20-1 R22-1	06/25/2012- 07/27/2012
208. Springer, Mary	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Sub Inst Asst-Sp Ed Sub IF-Sp Ed	R20-1 R22-1	06/25/2012- 07/27/2012
209. Stratford, Diana	ETAP-I (10mo/40hpw)	Sub Inst Asst-Sp Ed Sub IF-Sp Ed	R20-1 R22-1	06/25/2012- 07/27/2012
210. Taylor, Brian	Sub IF-Sp Ed	Sub Inst Asst-Sp Ed Sub IF-Sp Ed	R20-1 R22-1	06/25/2012- 07/27/2012
211. Wada, Lisa	Academic Advisor (10.75mo/40hpw)	Sch Clerk	R26-30	07/01/2012- 08/03/2012
212. Ward, Linda	Sub IF-Sp Ed	Sub Inst Asst-Sp Ed Sub IF-Sp Ed	R20-1 R22-1	06/25/2012- 07/27/2012
213. Wright, Pamela	IF-Sp Ed (9.5mo/30hpw)	Sub Inst Asst-Sp Ed Sub IF-Sp Ed	R20-15 R22-15	06/25/2012- 07/27/2012
214. Ziegler, Jill	Sub IF-Sp Ed	Sub Inst Asst-Sp Ed Sub IF-Sp Ed	R20-1 R22-1	06/25/2012- 07/27/2012



CAPISTRANO UNIFIED SCHOOL DISTRICT  
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**ACCEPT RESIGNATIONS/TERMINATIONS**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Allan, Stephanie	Substitute Teacher	District Initiated	05/15/2012	06/30/2012
2. Barajas, Maritsa	Substitute Teacher	District Initiated	10/12/2011	06/30/2012
3. Barcellano, Jessica	Substitute Teacher	District Initiated	10/13/2011	06/30/2012
4. Bejarano, Crystal	Dir V, Inform Dispute Resolution Spec	Other Employment	12/15/2008	07/20/2012
5. Brousset, Trisha	Substitute Teacher	Other Employment	05/15/2012	06/30/2012
6. Douglas, Teri	Nurse	Retirement	04/16/2007	06/30/2012
7. Espinoza, Sara	Substitute Teacher	Voluntary	10/08/2010	06/30/2012
8. Fimea, James	Teacher	Retirement	09/05/1984	06/30/2012
9. Goff, Christine	Substitute Teacher	Personal	05/15/2012	06/25/2012
10. Jaeger, Karey	Substitute Teacher	Other Employment	02/14/2012	03/30/2012
11. Kong, Steven	Substitute Teacher	Moving	10/07/2008	06/30/2012
12. Kozick, Margaret	Substitute Teacher	Other Employment	10/11/2011	06/30/2012
13. Krikorian, Hourig	Substitute Teacher	Voluntary	02/02/2010	06/30/2012
14. Loya, Cesar	Teacher-Sp Ed	Other Employment	08/17/2000	07/18/2012
15. Marshak, Pamela	Substitute Teacher	District Initiated	04/20/2012	04/12/2012
16. Narr, Cherise	Teacher	Other Employment	09/02/2010	06/21/2012

**APPROVE RETIRED ADMINISTRATOR ON SPECIAL ASSIGNMENT**

<u>Name</u>	<u>Assignment</u>	<u>Annual Salary</u>	<u>Effective Date</u>
17. Lewis, Rachael	Parent Support Network	\$305.62 daily per diem rate	07/01/2012-06/30/2012

**APPROVE SUBSTITUTE TEACHERS**

Pay @ \$90.00 per day

18. Lecavalier, Pierre

**APPROVE LEAD NURSES**

<u>Name</u>	<u>Stipend</u>	<u>Effective Date</u>
19. Karolys, Andrea	\$2,174.00	07/01/2012-06/30/2013
20. Malone, Julee	\$2,174.00	07/01/2012-06/30/2013

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**APPROVE ASSIGNMENT ADJUSTMENT**

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
21. Mahindrakar, Manoj	TOSA	HS Activities Director	07/01/2012

**APPROVE SUMMER SCHOOL**

Drivers Education – San Clemente HS

Not to exceed 6 hours instructional pay @ \$35.00 per hour  
06/25/2012-07/16/2012

22. Shick, Allison

Administrator – Adult Transition

Not to exceed 25 hours pay @ \$55.00 per hour

23. Jones, Jeff

Teachers Extended School Year – Special Education

Not to exceed 108 hours instructional pay @ \$35.00 per hour  
Not to exceed 8 hours non-instructional pay @ \$30.00 per hour  
or hourly per diem rate, whichever is greater  
06/25/2012-07/27/2012

24. Clark, Chelsea  
25. Ferrera, Carla  
26. Kerins, Tracy

27. Marsden, Claire  
28. Sickler, Audra  
29. Wilmot, Erica

Home/Hospital Extended School Year – Special Education

Not to exceed 33.75 hours instructional pay @ \$35.00 per hour  
or hourly per diem, rate whichever is greater  
06/25/2012-07/27/2012

30. Brannon, Desiree

31. Gonzalez, David

Substitute Teachers Extended School Year – Special Education

Not to exceed 138 hours pay @ \$18.00 per hour  
06/25/2012-07/27/2012

32. Bolla, Brenda  
33. Casperson, Kathryn  
34. Deller, Sunae  
35. Derdzinske, Elizabeth  
36. Ferber, Marilyn  
37. Finnsson, Jamie  
38. Finnsson, Jamie

39. Jarrard, Lisa  
40. Lecavalier, Pierre  
41. McIvor, Laurie  
42. Nico, Robert  
43. Stratford, Diana  
44. Walla, Becky

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**APPROVE ADDITIONAL ASSIGNMENTS**

Pre-Assessment Test to Incoming Kindergarten Students – Multiple Sites

Not to exceed 8 hours instructional pay @ \$35.00 per hour

08/01/2012-09/01/2012

45. Allard, Kristi  
46. Fatehi, Brenda  
47. Murphy, Cynthia  
48. Nieto, Lilian

49. Ramirez, Michelle  
50. Ridgway, Damon  
51. Rose, Stephany

Outdoor Science Camp – Hankey Elem

Not to exceed 4 nights pay @ \$109.00 per night

05/21/2012-05/25/2012

52. Lohmeier, Julie

Administrator for Summer Intervention – Kinoshita Elem

Not to exceed 40 hours pay @ \$55.00 per hour

08/13/2012-08/23/2012

53. Pedraza, Jose Luis

Summer Intervention – Kinoshita Elem

Not to exceed 36 hours instructional pay @ \$35.00 per hour

Not to exceed 4 hours non-instructional pay @ \$30.00 per hour

08/13/2012-08/23/2012

54. Hendrickson, Lenore

55. Van Hofwegen, Martyne

ADD Initiative Collaboration – San Juan Hills HS

Not to exceed 30 hours non-instructional pay @ \$30.00 per hour

04/01/2012-06/30/2012

56. Nolan, Catherine

Saturday School Proctor – Tesoro HS

Not to exceed 8 hours instructional pay @ \$35.00 per hour

06/16/2012

57. Beukema, John

Algebra Camp – Education Services

Not to exceed 18 hours instructional pay @ \$35.00 per hour

Not to exceed 9 hour non-instructional pay @ \$30.00 per hour

06/28/2012-08/02/2012

58. Caruso, Heather  
59. Miller, Teresa

60. Pagliei, Jennifer

CAPISTRANO UNIFIED SCHOOL DISTRICT  
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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Algebra Camp Coordinator – Education Services

Not to exceed 252 hours non-instructional pay @ \$30.00 per hour  
07/01/2012-08/30/2012

61. Chamberlain, David

Assist with Parent Meetings, Staff Development, and Outreach – Education Services

Not to exceed 40 hours non-instructional pay @ \$30.00 per hour  
09/04/2012-06/19/2013

62. Richardson, Kimberly

District 504 Coordination, Retention Appeals, and Open Enrollment – Education Services

Not to exceed 225 hours pay @ \$55.00 per hour  
07/10/2012-06/30/2013

63. Watkins, Pamela

SES Tutoring Program – Education Services

Not to exceed 5 hours non-instructional pay @ \$30.00 per hour  
07/01/2012-08/31/2012

64. Buckman, Jonathan

**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
65. Elliott, Christopher	Peer Assistant Leadership	Oak Grove Elem	\$ 652.00	09/07/2011-06/21/2012
66. Hanaford, Laura	Lead Speech Pathologist	Special Education	\$4,348.00	07/01/2012-06/30/2013
67. Lee, McCall	ASB Elementary Peer Assistance Leadership	Oak Grove Elem	\$1,304.00 \$ 652.00	09/07/2011-06/21/2012
68. Logie, Josephine	Department Chairperson, Middle School	Ladera Ranch MS	\$1,522.00	02/06/2012-06/20/2012

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**APPROVE LEAVES OF ABSENCE**

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
69. Ferdinand, Justin	Personal	2012-2013
70. Wilmot, Erica	Child Care	10/13/2012- 06/21/2013

July 25, 2012

**RECOMMENDATION OF EMPLOYMENT AGREEMENT  
WITH THE CAPISTRANO UNIFIED MANAGEMENT ASSOCIATION  
JULY 1, 2012–JUNE 30, 2013**

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**BACKGROUND INFORMATION**

On June 27, 2012, the Board took action to approve three tentative agreements with the District's represented employee groups. The Capistrano Unified Management Association (CUMA) is the final employee group to be approved for contributing reductions for the District's operating budget. Like the other three employee groups, CUMA recognized the importance of acquiring the full \$51 million in reductions.

In preparation to reduce the 2012-2013 operating budget, 26 budget presentations to employee organization leaders, staff members, parents, and the public were conducted. As the three previous agreements demonstrated, the cornerstone of the budget message was that multiple and difficult budget reductions and changes would be required to generate the funding needed to balance the District budget. As described, the reductions and changes included salary reductions, furlough days, with a corresponding salary decrease, a salary schedule freeze and the elimination of management positions.

In alignment with the three other employee agreements, the CUMA employment agreement for 2012-2013 achieves this objective with a 1.2% salary rollback, a half-year salary schedule freeze, eight furlough days, and the elimination of management positions across the District. In addition, the agreement provides an additional ten furlough days in the event there are mid-year cuts to the District's budget.

The CUMA employment agreement is aligned with the three employee association agreements previously approved by the Board June 27, 2012.

**CURRENT CONSIDERATIONS**

The purpose of this agenda item is to seek approval of the 2012-2013 employment agreement between CUMA and the District.

**FINANCIAL IMPLICATIONS**

The total estimated fiscal impact of this agreement is a savings to the District of approximately \$3.3 million for the 2012-2013 fiscal year. This amount addresses the District's obligation to account for the \$51 million worst-case scenario budget reductions.

**STAFF RECOMMENDATION**

It is recommended the Board approve the Employment Agreement with CUMA.



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

July 25, 2012

**RECOMMENDATION OF FIRST AMENDMENT TO EMPLOYMENT AGREEMENT  
FOR DISTRICT SUPERINTENDENT  
JULY 1, 2012–JUNE 30, 2013**

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**BACKGROUND INFORMATION**

On June 27, 2012, the Board took action to approve three tentative agreements with the District's represented employee groups, and is recommended to take action on the employment agreement for the Capistrano Unified Management Association (CUMA) July 25, 2012. The employment agreement for the District Superintendent requires separate action.

In preparation to reduce the 2012-2013 operating budget, the Superintendent was the lead spokesperson behind the 26 budget presentations given to employee organization leaders, staff members, parents, and the public. As the three previous agreements demonstrated, the cornerstone of the budget message was that multiple and difficult budget reductions and changes would be required to generate the funding needed to balance the District budget. As described, the reductions and changes included salary reductions, furlough days, with a corresponding salary decrease, a salary schedule freeze, and the elimination of management positions.

In alignment with the previously approved employee agreements and the recommendation for the CUMA employment agreement, it is appropriate that the first amendment to the employment agreement for the Superintendent also achieve this objective; therefore, the amendment includes a 1.2% salary rollback and eight furlough days. In addition, the agreement provides an additional ten furlough days in the event there are mid-year cuts to the District's budget.

**CURRENT CONSIDERATIONS**

The purpose of this agenda item is to seek approval of the 2012-2013 first amendment to the employment agreement for the District Superintendent.

**FINANCIAL IMPLICATIONS**

The total estimated fiscal impact of this agreement is a savings to the District of approximately \$22,110 for the 2012-2013 fiscal year.

**STAFF RECOMMENDATION**

It is recommended the Board approve the first amendment to the employment agreement for the District Superintendent.





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

July 25, 2012

**RECOMMENDATION OF FIRST AMENDMENT TO EMPLOYMENT AGREEMENT  
DEPUTY SUPERINTENDENT, BUSINESS SERVICES  
JULY 1, 2012 THROUGH JUNE 30, 2013**

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**BACKGROUND INFORMATION**

On June 27, 2012, the Board took action to approve three tentative agreements with the District's represented employee groups, and is recommended to take action on the employment agreement for Capistrano Unified Management Association (CUMA) July 25, 2012. The employment agreement for the District Deputy Superintendent, Business Services requires separate action.

In preparation to reduce the 2012-2013 operating budget, the District conducted 26 budget presentations. Employee organization leaders, staff members, parents, and the public were informed that multiple and difficult budget reductions and changes would be required to generate the reductions needed to balance the District budget. The reductions and changes included salary reductions, furlough days, with a corresponding salary decrease, a salary schedule freeze, and the elimination of management positions.

In alignment with the previously approved employee agreements and the recommendation for the CUMA employment agreement, it is appropriate that the first amendment to the employment agreement for the Deputy Superintendent, Business Services also achieve this objective; therefore, the amendment includes a 1.2% salary rollback and eight furlough days. In addition, the agreement provides an additional ten furlough days in the event there are mid-year cuts to the District's budget.

**CURRENT CONSIDERATIONS**

The purpose of this agenda item is to seek approval of the 2012-2013 first amendment to the employment agreement for the Deputy Superintendent, Business Services.

**FINANCIAL IMPLICATIONS**

The total estimated fiscal impact of this agreement is a savings to the District of approximately \$15,356 for the 2012-2013 fiscal year.

**STAFF RECOMMENDATION**

It is recommended the Board approve the first amendment to the employment agreement for the Deputy Superintendent, Business Services.



## **AGREEMENT FOR EMPLOYMENT SERVICES**

This AGREEMENT is made and entered into this 26th day of July 2012, by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT," and SUSAN MELLY, DIRECTOR V, INFORMAL DISPUTE RESOLUTION SPECIALIST.

**WHEREAS**, DISTRICT desires to obtain guidance and leadership for special education for the 2012-2013 school year.

**WHEREAS**, MS. MELLY possesses the required experience, qualifications, licenses and/or certifications necessary to provide such services and meets the DISTRICT'S short-term personnel needs in conformity with the laws of the State of California;

**NOW, THEREFORE**, the parties hereto agree as follows:

### **MS. MELLY'S SERVICES AND RESPONSIBILITIES**

1. MS. MELLY'S services shall consist of those services as enumerated in this AGREEMENT. Any discrepancies or inconsistencies shall be interpreted and governed by the terms and conditions of this AGREEMENT.
2. All work products prepared by MS. MELLY pursuant to this AGREEMENT shall be submitted directly to the DISTRICT and the DISTRICT'S Authorized Representative.
3. The term of this AGREEMENT shall commence no earlier than July 26, 2012.
4. MS. MELLY'S services shall be performed in a manner that is consistent with professional skill and care and the orderly progress of the work. MS. MELLY represents that she will follow the standards of her profession in performing all services under this AGREEMENT.
5. MS. MELLY shall comply with any and all laws, regulations, rules, ordinances, and DISTRICT Board Policies and Administrative Regulations applicable to work and services provided by MS. MELLY for the DISTRICT.

### **SERVICES TO BE PERFORMED**

6. MS. MELLY will, under the direction of the Assistant Superintendent, SELPA, Special Education Operations or designee, provide oversight, coordination, and support services to all major aspects of federal/state compliance with special education programs, IEP planning, and special education litigation; provide oversight and staff development for informal dispute resolution (IDR), due process hearings, and mediations.

### **COMPENSATION TO MS. MELLY**

7. The DISTRICT shall compensate MS. MELLY for services rendered at a rate of \$540 per day, which is based on a comparable salary to that of Director V, Informal Dispute Resolution Specialist.

8. The DISTRICT shall not provide or make payments for health, dental, vision or other benefits except as expressly set forth herein.

9. Neither the DISTRICT nor MS. MELLY shall make State Teacher Retirement System (STRS) payments.

10. MS. MELLY shall be provided reimbursement of \$130 per week for travel expenses to and within the District and necessary meetings outside the District. MS. MELLY shall be provided for registration and material requirement expenses to attend special education conferences as approved by the Superintendent.

11. MS. MELLY will submit an invoice to the DISTRICT on the last working day of each month. Payment shall be provided to MS. MELLY on the first working day of the second following month.

### **TERMS**

12. This AGREEMENT will remain in effect until December 31, 2012.

OR

13. This AGREEMENT may be terminated by either party upon 5 working days' written notice to the other party.

14. MS. MELLY shall have no greater rights than any other DISTRICT employee. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by MS. MELLY.

15. **Hold Harmless:** Board agrees that it shall defend, hold harmless and indemnify the Director V, Informal Dispute Resolution Specialist from any and all demands, claims, suits, actions, and legal proceedings brought against the Director V, Informal Dispute Resolution Specialist in her official or individual capacity or both, on account of any act or omission in the scope of her employment as an employee of District as required by law. Director V, Informal Dispute Resolution Specialist agrees to reasonably cooperate in good faith in the defense of any claim or action.

This AGREEMENT entered into on July 26, 2012.

DISTRICT  
Capistrano Unified School District

MS. SUSAN MELLY

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Jodee Brentlinger  
ASSISTANT SUPERINTENDENT  
PERSONNEL SERVICES



## **AGREEMENT FOR EMPLOYMENT SERVICES**

This AGREEMENT is made and entered into this 26th day of July 2012, by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT," and KAREN MILLER, DIRECTOR III, TRANSITION PROGRAMS.

**WHEREAS**, DISTRICT desires to obtain guidance and leadership for special education Adult Transition Programs for the 2012-2013 school year.

**WHEREAS**, MS. MILLER possesses the required experience, qualifications, licenses and/or certifications necessary to provide such services and meets the DISTRICT'S short-term personnel needs in conformity with the laws of the State of California;

**NOW, THEREFORE**, the parties hereto agree as follows:

### **MS. MILLER'S SERVICES AND RESPONSIBILITIES**

1. MS. MILLER'S services shall consist of those services as enumerated in this AGREEMENT. Any discrepancies or inconsistencies shall be interpreted and governed by the terms and conditions of this AGREEMENT.

2. All work products prepared by MS. MILLER pursuant to this AGREEMENT shall be submitted directly to the DISTRICT and the DISTRICT'S Authorized Representative.

3. The term of this AGREEMENT shall commence no earlier than July 26, 2012.

4. MS. MILLER'S services shall be performed in a manner that is consistent with professional skill and care and the orderly progress of the work. MS. MILLER represents that she will follow the standards of her profession in performing all services under this AGREEMENT.

5. MS. MILLER shall comply with any and all laws, regulations, rules, ordinances, and DISTRICT Board Policies and Administrative Regulations applicable to work and services provided by MS. MILLER for the DISTRICT.



### **SERVICES TO BE PERFORMED**

6. MS. MILLER will, under the direction of the Assistant Superintendent, SELPA, Special Education Operations, provide the functions and services of Director III, Transition Programs. She will assist in the planning, development, organization, supervision, and implementation of programs and services pertaining to adult transition and career preparation.

### **COMPENSATION TO MS. MILLER**

7. The DISTRICT shall compensate MS. MILLER for services rendered at a rate of \$501.00 per day which is based on a salary comparable to that of Director III, Transition Programs.

8. The DISTRICT shall not provide or make payments for health, dental, vision or other benefits except as expressly set forth herein.

9. Neither the DISTRICT nor MS. MILLER shall make State Teacher Retirement System (STRS) payments.

10. MS. MILLER shall be provided reimbursement for travel expenses for travel only within the District and necessary meetings outside the District. MS. MILLER shall be provided for registration and material requirement expenses to attend special education conferences as approved by the Superintendent.

11. MS. MILLER will submit an invoice to the DISTRICT on the last working day of the month and will be paid on the first working day of the succeeding month.

### **TERMS**

12. This AGREEMENT will remain in effect until December 31, 2012.

OR

13. This AGREEMENT may be terminated by either party upon 5 working days' written notice to the other party.

14. MS. MILLER shall have no greater rights than any other DISTRICT employee. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by MS. MILLER.

15. **Hold Harmless:** Board agrees that it shall defend, hold harmless and indemnify the Director III, Transition Programs from any and all demands, claims, suits, actions, and legal proceedings brought against the Director III, Transition Programs in her official or individual capacity or both, on account of any act or omission in the scope of her employment as an employee of District as required by law. Director III, Transition Programs agrees to reasonably cooperate in good faith in the defense of any claim or action.

This AGREEMENT entered into on July 26, 2012.

DISTRICT  
Capistrano Unified School District

MS. KAREN MILLER

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JODEE BRENTLINGER  
ASSISTANT SUPERINTENDENT  
PERSONNEL SERVICES

